



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: 6.10.2016 TIME: 11:15 a.m.

ORDINANCE NO. O-2016-0010
RESOLUTION NO. R-2016-010

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, June 13, 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. Public Recognition of City Employees:
“Galveston County 50’s Club Police Officer of the Year” – Jesse Guzman
Field Foreman Joe Mose
Maintenance Technician Roy Robinson
Plant Operations Supervisor- (Utility #24) Jason Hubbell
- (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) CONSENT AGENDA (All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)**
 - a. Workshop City Council Minutes of May 9, 2016.
 - b. Regular City Council Minutes of May 9, 2016.
 - c. Special Minutes of May 19, 2016.



1111 Bayou
La Marque, Texas 77568
409.938.9202

- d. Discussion/possible action regarding Resolution No. **R-2016-0010**, approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health – Mayor Hocking
- e. Discussion/possible action accepting the Quarterly Investment Report for First Quarter ending March 31, 2016 – Finance Director S. Kou
- f. Discussion/possible action regarding disposal of City's surplus assets with minimum or no salvage value through Public Surplus – Finance Director S. Kou
- g. Discussion/possible action regarding ratifying the City Manager's approval of additional funds for sludge removal at the Waste Water Treatment Plant in the amount of \$5,047.93 – Public Services Director L. Rumburg

(7) AWARDS OF CONTRACTS/BIDS

- a. Discussion/possible action regarding the award of RFP **#16-01**, a Depository Contract to Texas First Bank with one (1) year term and an option to extend for one (1) additional year – Finance Director S. Kou
- b. Discussion/possible action regarding approval of contract for CrowderGulf as primary disaster debris clearance and removal contractor – Emergency Management Coordinator C. Warren
- c. Discussion/possible action regarding approval of contract for TFR Enterprises as secondary disaster debris clearance and removal contractor – Emergency Management Coordinator C. Warren
- d. Discussion/possible action authorizing the City Manager to execute a contract for professional architectural services with Joseph Hoover AIA + Associate Architects for the design and project management of construction for a Westside Fire Station, Fire Administrative Headquarters and Emergency Operations Center in an amount not to exceed the lesser of six percent (6%) of the cost of construction work or \$238,185.00 in addition to allowable reimbursable expenses approved by the City – Fire Chief Grimm

(8) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-006**, approving a rezoning classification from R-1 Residential to C-1 General Commercial, as recommended by the Planning and Zoning Commission, for a 21.39-acre portion of a 217.0-acre tract, described as ABST 2 SF AUSTIN LEAGUE (south of Mitchell, east of FM 2004).



1111 Bayou
La Marque, Texas 77568
409.938.9202

- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-007**, to amend 2015-16 Budget for police, development services, legal services and utility wastewater expenditures by decreasing General Fund and Utility Fund, Fund balances and increasing certain expenditures to individual budget accounts in General Fund and Utility Fund as set forth in attached Exhibit “A”.
 - c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-008**, regarding the recommendation as forwarded from Planning & Zoning Commission to deny the request to re-zone a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas (3004 Taylor).
- (9) NEW BUSINESS**
- a. Discussion/possible action regarding Ordinance No. **O-2016-006**, approving a rezoning classification from R-1 Residential to C-1 General Commercial, as recommended by the Planning and Zoning Commission, for a 21.39-acre portion of a 217.0-acre tract, described as ABST 2 SF AUSTIN LEAGUE (south of Mitchell, east of FM 2004). **THIS IS THE SECOND AND FINAL READING**
 - b. Discussion/possible action to accept the City of La Marque and the La Marque EDC’s Audited Comprehensive Annual Financial Report as of September 30, 2015 – Finance Director S. Kou
 - c. Discussion/possible action regarding Ordinance No. **O-2016-007**, to amend 2015-16 Budget for police, development services, legal services and utility wastewater expenditures by decreasing General Fund and Utility Fund, Fund balances and increasing certain expenditures to individual budget accounts in General Fund and Utility Fund as set forth in attached Exhibit “A” – Finance Director S. Kou **THIS IS THE SECOND AND FINAL READING**
 - d. Discussion/possible action regarding Ordinance No. **O-2016-008**, regarding the recommendation as forwarded from Planning & Zoning Commission to deny the request to re-zone a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas (3004 Taylor) **THIS IS THE FIRST READING**



1111 Bayou
La Marque, Texas 77568
409.938.9202

- e. Discussion/possible action regarding Ordinance No. **O-2016-009**, to amend 2015-16 Budget to recognize miscellaneous funds totaling \$4,847.86, which were received from various agencies for training, mutual aid participation, training reimbursements, standby services, and donations as delineated in Exhibit A attached to be used for vehicle/building maintenance, equipment, or training, and increasing Fire Revenue, Revenue Account 48-3801-00-00 by \$4,847.86 and, increasing appropriation to Fire Expenditure Account 48-3020-06-00 by \$4,847.86 – Fire Chief G. Grimm **THIS IS THE FIRST READING.**
- f. Discussion/possible action regarding Ordinance No. **O-2016- 0010**, amending City of La Marque Code of Ordinances Chapter 44, Article I, Section 44-14 – Police Chief K. Jackson **THIS IS THE FIRST READING**
- g. Discussion/possible action regarding reappointing/appointing a member (s) to various Boards and Commissions – Mayor Hocking
- h. Discussion/possible action and provide direction to City Manager regarding the proposed calendar for City Council budget meetings and public hearings – Finance Director S. Kou.
- i. Discussion/possible action regarding City Council’s vision for City Parks and provide direction to the City Manager and the Parks Board – Councilmember C. Lane
- j. Discussion/possible action regarding approval of agreement between Eriberto (Eddie) Benevides and the City of La Marque for use and maintenance of the fields in Mahan Park as recommended by City Parks Board – Public Services Director L. Rumburg/Chaise Cary
- k. Discussion/review of City’s current Drainage Plan – Public Services Director L. Rumburg
- l. Discussion/possible action regarding changing the name of Bayou Park to “Geraldine Sam Park”, at her request.

(10) CITY MANAGER’S REPORT

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

(11) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into



1111 Bayou
La Marque, Texas 77568
409.938.9202

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 (2) (Consultation with Attorney)
2. 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

1. Discussion/possible action regarding item discussed in the Executive Session
2. Discussion/possible action regarding status of case of James Neal vs. City of La Marque et al.

(13) REQUESTS AND ANNOUNCEMENTS

Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and
- (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

(15) ADJOURNMENT

CERTIFICATION:

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

Robin Eldridge, TRMC
City Clerk



1111 Bayou
La Marque, Texas 77568
409.938.9202

.....
• 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.
•



1111 Bayou
La Marque, Texas 77568
409.938.9202

**City of La Marque
Workshop Minutes
May 9, 2016**

Minutes of the Regular Meeting Minutes of La Marque City Council held on Monday, May 9, 2016 at 4:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

- (1) Mayor Hocking called the Workshop Meeting to order at 4:00 p.m.
- (2) **ROLL CALL**
Mayor Hocking
Mayor Pro-Tem Bell
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 deferred the invocation and pledge for the Regular meeting but asked for God's blessings
- (4) **NEW BUSINESS**
 - a. Discussion and provide direction to City Manager to increase the number of Police Officers

City Manager Carol Buttler began, "What we are asking Council to do today is just discuss consensually how you want us to handle additional Officer's, explaining the hiring process, so it will make sense why we are bringing this so much earlier than the budget workshops."

Police Chief Kirk Jackson added, "For the past ten years the staffing at the Police Staff has been stagnant. About two or three years ago, we actually lost a Police Officer position. When we signed on with the Galveston County Auto Crimes Task Force, we gained a position, but it is grant funded, if we were to withdraw from that program, we would lose that position. That detective is teamed up with other officers from other agencies that we can call on from time to time for auto crimes issues. The City has expanded tremendously on the west side of town, over the past ten years. But, the Police Department has not expanded its police force to meet the demand of this growing population." Chief further explained the four patrol districts within the City and that ideally there should be one officer patrolling each district, but due to officer shortage and sick time and vacations, sometimes this is not the case. He then highlighted the report



1111 Bayou
La Marque, Texas 77568
409.938.9202

indicating that violent crime rate has increased steadily within the last eight years. The most noticeable increase has been in homicides. Three of the four homicides can be directly linked to either narcotics trade or narcotics use. "Currently there are two Detectives, one Detective-Sergeant and one Lieutenant who staff and run the Criminal Investigations Division, and they have been overwhelmingly busy. Word is that this will continue in this City until the staff level increases so that it can be addressed. An increase in staff would bring us to the basic operational level. Currently, there is one person investigating the Narcotics division and in my opinion there should be one more in Narcotics, one more in Investigations and four on patrol."

Councilmember Michetich asked, "Has there been any progress or what is the status of the Neighborhood Policing Program, or Neighborhood Crime Watch? Has the Citizens Police Academy been any help?"

Chief Jackson said that the department is identifying the chairpersons or block captains that are willing to continue to participate in these programs. The Citizens Police Academy has been such a help to the Police Department, by providing financial help, logistical support, and intelligence, they provide the department with the level of support that the Police Department needs.

Councilmember Michetich continued, "If we could assist in expanding this, this would be beneficial. I am not suggesting this in lieu of your additional Officer needs. Realistically, how much help do we get on investigations from the public?"

Chief Jackson responded, "The people who want to see La Marque in a better place, aren't the same people that we are having to deal with. The level of information that we get from those who are not paid informants, I don't believe it exists. Crime Stoppers has been essential."

Councilmember Michetich asked, "Is there any central Narcotics Task Force for Galveston County?"

Chief Jackson responded, "In 2005, the State cut this funding and it was disbanded, then it fell back on each individual municipality."

Councilmember Lane asked what the consequences of Council not acting and giving you the resources that you need to address crime? What resources would the City have to allocate to address this issue?"

Chief Jackson stated that the consequences of not increasing staff in the Police Department will be that crime will continue to rise, ultimately, someone is going to get hurt. Crime is going to continue to go up. The criminals know La Marque is short staffed. The resources that we need would be personnel. "We've got people performing multiple job functions, they have been stretched as far as they can be stretched."



1111 Bayou
La Marque, Texas 77568
409.938.9202

Councilmember Bell said that this was an interesting problem for this city to have. “On one hand you have a City that is the size of a very small town, but we have crime that is reflective of crimes that you see committed in cities much larger than ours. As we become aware of these negative trends in our crime. I think certainly, you have an adequate approach, but I think we need to look at crime a little more realistically than we probably, normally would. This Canine Officer is certainly needed and this approach we would be able to realize gains, and I would think that some of the lower level drug offenders, pull the car over, get the Canine unit out, you are going to reap some benefits from that, absolutely. That may detour crime on a lower level. But those individuals, are probably part of a larger network. I would like for us to not only deal that that element but also, be more innovative in looking past that and try to reach into the network into the crime that is in La Marque. You said that we went up on robberies, how many of those robberies are attributed to drugs? Some of the other offenses might also be attributed to the drug trade. I am looking for more than simply a Canine Unit. I would like to see the possibility of reorganizing of the department to a certain extent so that we can for a specialized unit to deal with those crimes that affect us in this City that seem to affect us in ways that don’t affect other small cities. We need our own drug enforcement unit, or a specialized unit that can focus on whatever those crimes are.”

Chief Jackson responded, “That is the goal, ultimately, I would like to see a group of narcotics investigator, a narcotics team, which would be fed intelligence from our street officers.”

Councilmember Bell added, “There is a lot of concern from our citizenry from the spike in crime before Hurricane Ike to after Hurricane Ike. Do you have any proof, or documentation that would suggest that somehow the population in our City changed and that brought in more of a criminal element?”

I don’t have anything concrete, I don’t have any research that would prove this, the spoke could have began before Hurricane Ike, all I know is that it is happening.”

The discussion continued on the subject of statistics relating to crime before and after Hurricane Ike. Increases in crime fluctuate, but not necessarily relating to the hurricane.

Councilmember Bell asked, “Do you have any documentation that might suggest that the crime rates are more highly concentrated in areas of the City that are occupied by renters as opposed to areas of the City that are owner occupied domiciles?”

Chief Jackson responded that the neighborhoods that we do see more activities coming out of is in the areas occupied by renters, but are still trying to gather some data.

Further discussion continued concerning the possibility of doing away with some of the game-rooms with coin operated machines, or whether permits should be continued to be allowed for those.



1111 Bayou
La Marque, Texas 77568
409.938.9202

Also briefly discussed was patrol officers being pulled away from their regular duties to respond to other calls. The County providing the police forces for the LMISD. The calls for service growth from last year. The calling for a future workshop that would include the Citizens Police Academy to discuss just what can be done and how to go about changing the direction of the crime in the City was mentioned.

Moving forward towards the August budget meetings, Mayor Hocking asked Chief Jackson, "How many Officers and what roles would they play?"

Chief Jackson answered, "This, is so that we can get our heads above water and provide a basic level of service. Four officers on patrol, in uniforms, in a car, assigned to a district to answer calls, performing proactive policing as well, self-initiated activity. One Officer in criminal investigations. One full time Narcotics Investigator."

Vehicles for the extra officers was briefly discussed.

It would be the consensus of this Council to move forward towards budget make appropriations for what has been requested by the Chief.

- b. Discussion and provide direction to City Manager to create a Social Media Policy.

It has been discussed over a period of time as to what extent does the City need a Social Media Policy. We have several forms of communication to push information to the residents, including Facebook, and Twitter, to name a few, and the most recent being a Nextdoor account for government agencies.

Councilmember Lane began, "It is inevitable that we continue to move forward to reach out increase the communication with our citizens. The only thing we don't have is social media. We already have a policy in place, so that the City is protected upon a worst case scenario."

Mayor Hocking added, "It has been approved in the Economic Development Corporation in an effort to attract business to La Marque of a full-time public relations person, we are looking for office space at this time. This would be under the administration whose full-time job would be to relay information to the citizens, region and to the State, about what is going on in the community, and the possibility of doing a monthly magazine. I think direction to relay to the City Manager would be to move forward in creating this policy gleaned from all of these policies and our own police department, would be beneficial. If you can, Ms. Buttler, coordinate with Councilmember Lane and create a policy."

Councilmember Lane asked that a small amount of money be allocated for this line item. It was further discussed to really look hard into what the City wants to attach and which links to use.



1111 Bayou
La Marque, Texas 77568
409.938.9202

(5) ADJOURNMENT

Councilmember Bell made a motion to adjourn the Workshop at 4:48 p.m.
Councilmember Michetich seconded the motion. The Workshop adjourned.

Bobby Hocking, Mayor

Robin Eldridge, TRMC
City Clerk



1111 Bayou
La Marque, Texas 77568
409.938.9202

**City of La Marque
Regular Meeting Minutes
May 9, 2016**

Minutes of the Regular Meeting Minutes of La Marque City Council held on Monday, May 9, 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
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 – La Marque Clean City Commission – Anti-Litter Poster and Essay Contest Winners

Former Clean City Commission member Catherine Polk assisted Nancy Polk, current Chairman for the Clean City Commission in acknowledging the winners of the Anti-Letter Poster and the Anti-Litter Essay contest in the different age groups and categories.
 - b. Clean City Report- Nancy Polk Chairman- Clean City Committee
Chairman Nancy Polk provided City Council with an updated Report
 - c. Public Recognition of City Employees: **(Mayor Hocking tabled this item until the next Council Meeting)**

LA MARQUE POLICE DEPARTMENT:

Lieutenant Shawn Spruill
Lieutenant Chad Waggoner
“Police Officer of the Year” – Jesse Guzman

PUBLIC SERVICES DEPARTMENT:

Field Foreman Joe Mose



1111 Bayou
La Marque, Texas 77568
409.938.9202

Maintenance Technician Roy Robinson

(5) CITIZEN'S PARTICIPATION

Willi Gerami spoke in reference to an earlier shooting incident that took place at New Beginnings and the security of the surrounding neighborhood. He submitted a list of names and addresses of citizens who share his concerns. (Attached "A"). "This isn't the first time, I had a hard time keeping renters on my property, several years ago. I am hoping that something can be done about New Beginnings and their ethical obligations that they have to the citizens here in La Marque. If they don't have an ethical obligation to make sure that they are living in a safe place, then it is your moral obligation to make sure that they are all living in a safe as possible manner."

(6) CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- a. Special Workshop City Council Minutes of April 11, 2016.
- b. Regular City Council Minutes of April 11, 2016.
- c. Discussion/possible action regarding amending the Workshop Minutes of March 7, 2016.

Councilmember Bell made a motion to approve the Consent Agenda.

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

(7) PUBLIC HEARING (S)

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2016-005**, 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.

Mayor Hocking closed the Regular Meeting and opened the Public Hearing at 6:34 p.m.

No one spoke.

Mayor Hocking closed the Public Hearing and opened the Regular Meeting at 6:34 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding Ordinance No. **O-2016-005**, 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 – Finance Director S. Kou. **THIS IS THE FIRST AND FINAL READING.** (As per Section 1201.028 Texas Government Code)



1111 Bayou
La Marque, Texas 77568
409.938.9202

Councilmember Lane made a motion to adopt Ordinance No O-2016-005.
Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS

- a. Discussion/possible action regarding Ordinance No. **O-2016-006**, approving the recommendation as forwarded from Planning and Zoning Commission for a rezoning classification from R-1 Residential to C-1 General Commercial, for a 21.39 acre portion of a 217.0 acre tract, described as ABST 2 SF AUSTIN LEAGUE (south of Mitchell, east of FM 2004) – Public Services Director L. Rumburg **THIS IS THE FIRST READING.**

Councilmember Lane made a motion to adopt Ordinance No. O-2016-006.
Councilmember Michetich seconded.

Councilmember Bell directed the question to Mayor, as a representative on the EDC Board, “Will this particular location, do anything to hinder any economic development in this area?”

Mayor Hocking answered, “I think in this case, it would probably enhance it, because our ordinance is so restrictive so that no one except the best of the best will be able to place an RV resort. I would like for the developers to stay within a tight timeframe, so we don’t run into a situation where this is rezoned and then nothing is done. We like to see things presented right away, with construction beginning within the next six months.”

Councilmember Lane added, “I just want to make sure that the surrounding citizens have been notified and that they are on board with it, before we proceed.”

Les Rumburg, Director of Public Services commented, “There were two property owners that attended the meeting, and they wanted a better understanding of what the impact would be on their property, and they were satisfied when they left the meeting.”

Mr. Rumburg clarified that it is City Council’s call as to whether it reverts back to its original zoning classification in the event that the project terminates or if the property is sold. Further discussion clarified how many residents were along the street that abuts the property. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding Resolution No. **R-2016-007**, approving the issuance of Bonds by the Galveston County Municipal Utility District #68.

Councilmember Lane made a motion to adopt Resolution No. R-2016-007.
Councilmember Bell seconded.



1111 Bayou
La Marque, Texas 77568
409.938.9202

Tim Austin, Attorney for MUD 68 and MUD 32, spoke and referred to Mud 68, “This one is known generally by the subdivision name of Saltgrass Crossing. At the time, the City consented to creation of this MUD, several years back, being residential in character, it gets water and wastewater capacity from the City, then builds its own infrastructure internally, the water and sewer lines and drainage facilities. As each section is built it is turned over to the City’s public works to run as an integral part of the City’s system. The district is formed for purpose of two things, one is to build that internal infrastructure (public) and then to finance them. The district is financing an underground section with these bonds. We came to the City to ask that you adopt this resolution, simply because when you approved the annexation of some land into the MUD about a year ago, you provided for the issuance of bonds and we have met those conditions, and want to have the City acknowledge that. This would be the second issuance of bonds, the first one was three or four years ago.”

Councilmember Lane asked, “What effect does this have on the citizens on the Saltgrass Subdivision?”

Mr. Austin answered, “It won’t change their tax rate, overseen by the Texas Commission on Environmental Quality, which has verified that the district can service its debt with its existing tax rate.”

Councilmember Michetich asked, “The members on this particular MUD, are appointed by who, and who are their members? Are all of the members residents of Harris or Galveston County?”

Mr. Austin named the members: James Moore, Robert Eaton, John Bays, Susan Latham and Ardoin White. “They are elected positions, we just haven’t had any contested positions for years. Yes they are”

City Attorney Ortego clarified that these were routine procedures. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding adopting Resolution No. **R-2016-008** denying CenterPoint’s application to amend its Distribution Cost Recovery Factor (“DCRF”) to Increase Distribution Rates within the City of La Marque.

Councilmember Bell made a motion to adopt Resolution No. R-2016-008.
Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

- d. Discussion/possible action regarding Ordinance No. **O-2016-007** to amend 2015-16 Budget for police, development services, legal services expenditures and utility wastewater expenditures by decreasing General Fund and Utility Fund, Fund balances and



1111 Bayou
La Marque, Texas 77568
409.938.9202

increase certain expenditures to individual budget accounts in General Fund and Utility Fund as set forth in attached Exhibit "A" **THIS IS THE FIRST READING**

Councilmember Lane made a motion to adopt Ordinance No. O-2016-007.
Councilmember Brown seconded.

Mayor Pro Tem Bell asked, "Are we talking about increasing our obligation to Bureau Veritas, due to increase in building permits, in order to keep up with the amount of inspections that are being required? Have we had any negative feedback as it relates to Bureau Veritas, not as far as their efficiency or their effectiveness, but it relates to any increase in any fees associated with Bureau Veritas?"

City Manager Buttler commented, "That's correct, these expenses are offset by the additional revenues that are brought in for the cost of permits, plan review, etc. By having those revenues, there is enough to cover the additional revenues we are requesting. Nothing has been brought to my attention department or citizen-wise."

Referring to the level of protection that an additional K-9 police animal service would provide, Mayor Pro Tem Bell said, "My concern is that I think the level of care needs to be consistent. If we have two K-9 units, I think that there should be one K-9 unit on patrol and on duty at all times and I don't know if two is enough to do that."

Chief Jackson provided the information, "Currently we have the K-9 unit assigned to one of our evening patrol shifts that comes on duty at 6 p.m., and works until 6 a.m. We have two patrol shifts that work the night shift, that K-9 is attached to one of them. This second K-9 patrol unit, would allow us to have a K-9 on patrol every day of the week, with the exception of vacations, from 6 p.m. until 6 a.m. in La Marque. Right now, we have a K-9 on patrol on the night shift half of the month."

Further discussion involved surrounding cities mutual aid help in this area (access to other agencies K-9 units' availability). Level of confidence in putting together a Special Narcotics Investigations Team. **MOTION CARRIED UNANIMOUSLY.**

- e. Discussion/possible action regarding authorizing the Police Chief to increase the K-9 program by one (1) K-9 team by acquiring an additional K-9 police service animal. The project will be effective and funded no later than October 1, 2016.

Councilmember Bell made a motion to authorize the Police chief to increase to the K-9 program by one (1) K-9 team by acquiring an additional K-9 police service animal. The project will be effective and funded no later than October 1, 2016.

Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- f. Receive staff report/discussion regarding operations and maintenance as outlined in the City's 2002 "Drainage Study".



1111 Bayou
La Marque, Texas 77568
409.938.9202

Mayor Hocking said, “There have been a couple of people interested in this, one being you Mr. Pennington, have you read the background material on this or do you need a full display this evening?”

Public Service Director Les Rumburg, read the staff briefing, attached to this agenda item reminding all that approximately forty thousand dollars was spent last year on contracted labor to clean out approximately fourteen thousand feet of ditches, concentrating on where the city ditches outfall into the major collection ditches which are the responsibility of Drainage District 2. “We are aware of the 2002 Drainage Study and we have, as much resources allow, attempted to adhere to its recommendations. Obviously, 2002 was a long time ago, and a lot of construction has occurred since then, a lot of Impervious surface has been created and additional runoff has been generated from that development. Also the development standards were and still are to develop to what is commonly referred to a three year rain storm event, which is a typical rain even that within three years there is ninety percent chance of a certain amount of limited rainfall coming within a three year period. The storms that we have experienced within the last year, primarily between October and now, have been significantly greater than a three year event, getting closer to a five hundred year event. I think the City was tested and passed the test of our contracted work and how that was performed. I believe the water ran off as quickly as feasibly possible. While there was some street flooding, we had no reports of structural flooding. Again, to remind folks, the ditches are designed for a three year event, when we get something that is larger than a three year event, the streets and ditches become a conveyance, and they can convey and hold the water until such time the bigger ditches can accept it and it can get out. So, in a major event, you are going to have street flooding, and at that point in time, your streets become a ditch.”

Mayor Hocking added, “From looking at the background material and hearing your report, it seems like we are just now implementing suggestions in that study done fourteen years ago, and in my vote, I would like to see those efforts magnified and make sure that when we have one of these non-three year events that the water is being removed properly.”

Mayor Pro Tem Bell, “The 2002 report was interesting in its findings. It suggests to us, that it is almost impossible for us to make our drainage system flow in ways that we would all be satisfied. It speaks to us with two major areas of concern, it says that the northeastern parts of our City, is a major area of concern, as well as the northern section of the City.”

Further discussion led by Mayor Pro Tem Bell included that what is reflected in the 2002 study was that most of the “improvements” or economic developments that were done in the northeastern areas, which seem to have the most areas of concern, were done by a previous administration and Council other than the current administration and Council or any other before this Council. In another areas of concern, the report from 2002 reflects that in those main problem areas, related to the initial land development within that area, primarily, where those streets were laid and the connectivity of those streets, which again,



1111 Bayou
La Marque, Texas 77568
409.938.9202

those things were implemented before this Council and the previous six, seven, eight or ten Councils before that. Mayor Pro-Tem Bell added, “I say this, to say that this Council has been a Council that has been interested in a passionate way in resolving our drainage issues. But, there has been a lot of questions brought to this Council, now, we are able to see that some of those answers do not lie within the judgement of this Council, but within the judgement of other agencies that have business that they do within our City. It is important that the public understand that all of the issues within our City, are not necessarily issues that were created by those that serve in this City. Again, the report says that, it is nearly impossible that we achieve the kind of drainage that we should see within this City, because of structural issues.”

Councilmember Brown referred to previous hurricanes and the flooding during those times in certain areas of the City.

Councilmember Michetich, “We pursue Galveston County for additional help, because there are some design issues that are beyond our control, but I do want to compliment Ms. Buttler, for what you do have under your control, it has made some improvement, but you can’t do it all, and we do need the additional help.”

Mayor Hocking added, by stating that he would like to see the City moving forward with a more aggressive drainage plan, without casting any blame any previous Council, Mayor, City Manager or Public Works Director. “There are things that we can do with the help of the County, and make these other entities aware that they’ve caused some of our problems, and even if they don’t come and fix it there may be some money available. They are our streets, ditches and they are our people, so we need to continue to be aggressive, as you have in cleaning the outfall ditches.”

Discussion continued with David Pennington referring to the 2002 Study and the part where it states the engineer recommended the City to development a Comprehensive Ditch/ Culvert Storm Sewer Maintenance Program- to clean all ditches, driveway culverts and storm sewers periodically on a scheduled maintenance routine five to ten years, based on the City’s financial stability.

Mayor concurred with what Mr. Pennington. Another citizen was allowed to speak from his seat in response to the high water on his road from the recent rain, and felt that some of the flooding is a result from some of the ditches being dug out, but not all, and also new construction adjacent to the homes on Briar Lane. The amount of debris in the city also being blamed for some of the drainage issues, that are accumulating in the ditches.

Councilmember Bell added, “We do need a program, we do need to clean our ditches, but let’s understand this, it has pretty much been the charge not just with this Council, but way back from all the previous Council’s that whatever you do, don’t raise taxes. While we are talking about all the great things that we can do, and all these great programs that we all want to implement that when we walk down that street, that street has a price tag



1111 Bayou
La Marque, Texas 77568
409.938.9202

attached to it, so we need everyone to come back during the budget process to say those same words in that microphone, I want this, I want that and so when Ms. Buttler gives you all that price tag, that is when we need to sign up and say what we want for our City. Because we are more than willing to do it, but what are the costs and the consequences going to be to our budget? I know we are all advocates for improvements, but when the budget comes around, we need to be saying the same things to Ms. Buttler and every member of Council, this is what we want.”

Mayor Hocking thanked all staff and the citizens that participated in the conversation. “We will move forward with our drainage plan. We will have it come before another meeting and I will ask that this be done certainly as soon as possible.”

- g. Discussion/possible action regarding a Social Media Policy for the City of La Marque.

Mayor Hocking said that this was a workshop item earlier in the day and it was the consensus of the Council to move forward in putting a policy together to look at and craft and approve.

Councilmember Lane made a motion to direct the City Manager to move forward in putting Social Media Policy together.

Councilmember Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

(10) AWARDS OF BIDS/CONTRACTS

- a. Discussion/possible action regarding award of Bid # LM 05-16 “Aeration Basin Cleaning” to Polston Applied Technologies in an amount Not-To-Exceed \$40,000.

Councilmember Lane made a motion to award of Bid # LM 05-16 “Aeration Basin Cleaning” to Polston Applied Technologies in an amount Not-To-Exceed \$40,000.

Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding approval of disaster debris clearance and removal contractors Crowder Gulf and TFR, respectively, as awarded through H-GAC Request for Proposals.

Councilmember Bell made a motion to approval of disaster debris clearance and removal contractors Crowder Gulf and TFR, respectively, as awarded through H-GAC Request for Proposals.

Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**



1111 Bayou
La Marque, Texas 77568
409.938.9202

- c. Discussion/possible action regarding ratifying the City Manager's approval of a Change Order to the demolition contract, previously awarded to Grant Mackay, Inc., for 1101 Delmar (La Marque School) in the amount of \$22,227.00.

Councilmember Michetich made a motion to ratifying the City Manager's approval of a Change Order to the demolition contract, previously awarded to Grant Mackay, Inc., for 1101 Delmar (La Marque School) in the amount of \$22,227.00.

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

- d. Discussion/possible action regarding award of Bid #LM 06-16 to **BTLS** for Lawn Care Maintenance of City Parks in the amount of \$18,620.00.

Councilmember Lane made a motion to award of Bid #LM 06-16 to **BTLS** for Lawn Care Maintenance of City Parks in the amount of \$18,620.00.

Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- e. Discussion/possible action regarding authorizing the City Manager to continue with special legal counsel for a personnel related investigation at a cost not to exceed \$35,000.

Councilmember Michetich made a motion to authorizing the City Manager to continue with special legal counsel for a personnel related investigation at a cost not to exceed \$35,000.

Councilmember Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

- f. Discussion/possible action regarding the purchase of a brush truck through BuyBoard for the amount of \$147,982.00.

Councilmember Michetich made a motion to approve the purchase of a brush truck through BuyBoard for the amount of \$147,982.00.

Councilmember Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

(11) CITY MANAGER'S REPORT

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



1111 Bayou
La Marque, Texas 77568
409.938.9202

(12) EXECUTIVE SESSION (After the Requests and Announcements)

1. 551.072 (Deliberations about Real Property)

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

1. Provide City Manager with direction to proceed with a formal real estate property appraisal to determine fair market value.

Mayor Hocking closed the Regular Meeting and opened up 7:37 p.m.

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

Mayor Hocking reconvened the Regular Meeting at 8:08 p.m.

Councilmember Michetich made a motion to provide direction to City Manager to proceed with formal real estate property appraisal to determine the fair market value and all accompanying procedures.

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

(15) REQUESTS AND ANNOUNCEMENTS (Taken before the Executive Session)

Mayor Pro Tem Bell wished all a Happy Belated Mother's Day to all. Congratulated all the young participants in the essay contest. Wished all a Happy Memorial Day
Councilmember Lane thanked all for coming out. Thanked Council for having the courage and foresight to help out the Police Department.

Councilmember Michetich asked Ms. Sam if she would be willing to serve on the Clean City Commission. Encouraged parents to volunteer for the Boards and Commissions to set good examples for the kids. Galveston ISD World Robotics championship.

Councilmember Brown thanked Ms. Buttler for handling a sewer problem in his district. Suggested that the Public Services shop carry some extra pipe clamps in cases of emergencies.

Mayor Hocking wished everyone a belated Happy Mother's Day, Happy Memorial Day, Thanked all for attending, thanked the Police Officers for attending the Workshop and all of the kids that

(16) ADJOURNMENT

Councilmember Bell made a motion to adjourn the Regular meeting at 8:08 p.m.

Councilmember Lane seconded. The Meeting adjourned.

Bobby Hocking, Mayor



1111 Bayou
La Marque, Texas 77568
409.938.9202

ATTEST:

Robin Eldridge, TRMC
City Clerk

DRAFT



1111 Bayou
La Marque, Texas 77568
409.938.9202

**City of La Marque
Special Meeting Minutes
May 19, 2016**

Minutes of the Special Meeting Minutes of La Marque City Council held on Thursday, May 19, 2016 at 4:00 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 4:02 p.m. (Audio only)
- (2) **ROLL CALL**
Mayor Hocking
Mayor Pro – Tem Bell (Absent)
Councilmember Chris Lane
Councilmember Michetich (Absent)
Councilmember Clent Brown
City Manager Carol Buttler
City Clerk Robin Eldridge
- (3) **INVOCATION AND PLEDGE OF ALLEGIANCE**
Mayor Hocking said that he always asks for God's blessings.
- (4) **CITIZEN'S PARTICIPATION (Limited to three minutes per person)**
There were none.
- (5) **NEW BUSINESS**
 - a. Discussion/possible action regarding Resolution No. **R-2016-009**, approving an Assignment and Assumption Agreement between the City of La Marque and the Texas City Housing Authority.

An email from Councilmember Michetich was read aloud, giving his opinion on this item.

Councilmember Lane made a motion to adopt Resolution No. R-2016-009.
Councilmember Brown seconded. **MOTION PASSED UNANIMOUSLY.**
- (6) **ADJOURNMENT**
It was the consensus of City Council to adjourn the Special Meeting at 4:04 p.m.

Bobby Hocking, Mayor

ATTEST:



1111 Bayou
La Marque, Texas 77568
409.938.9202

Robin Eldridge, TRMC
City Clerk

DRAFT



CITY COUNCIL AGENDA FORM

Meeting Date: June 16, 2016
 Prepared by: Robin Eldridge
 Department: City Clerk

Agenda item: 6d
 Reviewed by: *Carol Buttler*

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution No. **R-2016-0010**, approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health

- ☒ Attachments for reference
1. Resolution
 2. Letter
 3. Agreement

STAFF BRIEFING:

- In accordance with the Health District Interlocal Agreement, the Commissioners' Court of Galveston County submits member governments' nominees for United Board of Health Positions.
- Approval by a majority of the member governments is required to confirm appointment of each board member.

HISTORY:

- December 2002 – The City of La Marque signed the Health District Agreement along with several surrounding cities located in Galveston County.

TARGET IMPLEMENTATION: June 16, 2016

SIGNIFICANT ACTION DATES:

- **2013** – City Council approved Mr. Tim Rainey as the Municipality reappointment
- **December 2002** – The City of La Marque signed the Health District Agreement along with several surrounding cities located in Galveston County.

Action:

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

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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2016-0010**, approving the Commissioners' Court of Galveston County nominations of members for reappointments and appointments to the United Board of Health.

FISCAL IMPACT: NA

RESOLUTION NO. R-2016-0010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE IN SUPPORT OF THE GALVESTON COUNTY COMMISSIONERS' COURT RECOMMENDED LIST OF REAPPOINTMENTS AND APPOINTMENTS TO THE UNITED BOARD OF HEALTH

WHEREAS, members of the Galveston County United Board of Health are nominated by the Galveston County Commissioners' Court and confirmed by the Member Governments of the Health District, and

WHEREAS, the appointment of members are under consideration, and

WHEREAS, the Galveston Commissioner's Court has made nominations,

NOW, THEREFORE BE IT RESOLVED BY THE LA MARQUE CITY COUNCIL, that this body endorses the following appointments:

Term will be May 1, 2016 – April 30, 2018

<u>Name</u>	<u>Represents</u>
Mary Jo Godinich, MD	Medical Society (reappointment)
Michael Roussos	Mainland Medical Center (reappointment)
Jason Q. Lawrence	Engineer (reappointment)
Patrick J. McGinnis, MD	Citizen at Large (reappointment)
Curtis Klages, DVM	Veterinarian (new appointment)

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

GALVESTON COUNTY HEALTH DISTRICT
Coastal Health & Wellness, Public Health Programs, Galveston E.M.S

Ben G. Raimer, MD
Chair, United Board of Health



Kathy Barroso, CPA
Chief Executive Officer

Abdul-Aziz Alhassan, MD
Medical Director
Interim Local Health Authority

TO: Mayors and City Council Members of Member Cities

FROM: Kathy Barroso, CPA *KB*
Chief Executive Officer

DATE: April 18, 2016

SUBJECT: United Board of Health Appointments & Re-Appointments

In accordance with the Health District Interlocal Agreement executed December 2002, the Commissioners' Court of Galveston County will submit member governments nominees for United Board of Health positions. Approval by a majority of the member governments is required to confirm appointment of each board member.

On Tuesday, January 5, the Commissioners' Court nominated the following:
Term will be May 1, 2014 – April 30, 2016

<u>Name</u>	<u>Represents</u>
Curtis Klages, DVM	Veterinarian (new appointment)

On Tuesday, February 16, the Commissioners' Court nominated the following:
Term will be May 1, 2014 – April 30, 2016

<u>Name</u>	<u>Represents</u>
Patrick J. McGinnis, MD	Citizen at Large (reappointment)

On Tuesday, March 15, the Commissioners' Court nominated the following:
Term will be May 1, 2016 – April 30, 2018

<u>Name</u>	<u>Represents</u>
Mary Jo Godinich, MD	Medical Society (reappointment)
Michael Roussos	Mainland Medical Center (reappointment)
Jason Q. Lawrence	Engineer (reappointment)
Patrick J. McGinnis, MD	Citizen at Large (reappointment)

On Tuesday, April 12, the Commissioners' Court nominated the following:
Term will be May 1, 2016 – April 30, 2018

<u>Name</u>	<u>Represents</u>
Curtis Klages, DVM	Veterinarian (new appointment)

Please consider this request at your next City Council meeting and return a copy of the signed resolution by mail, fax or email to Amanda Taber, Executive Assistant, P.O. Box 939, La Marque, TX 77568 (409)-938-2273 or execasst@gchd.org. For your convenience a draft resolution and information on members are attached. If you have any questions, please feel free to contact Amanda Taber or myself at (409) 938-2273.

Attachments

STATE OF TEXAS)
COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS

WHEREAS, parties to this agreement desire that the Galveston County Health District continue to furnish a coordinated public health program throughout Galveston County.

The Village of Bayou Vista
The City of Clear Lake Shores
The City of Dickinson
The City of Friendswood
The City of Galveston
The County of Galveston
The City of Hitchcock
The City of Jamaica Beach Village
The City of Kemah
The City of La Marque
The City of League City
The City of Santa Fe
The City of Texas City
The Village of Tiki Island

WITNESSETH:

- 1

Court of Galveston County will submit to the member governments at least one (1) nominee for each Board position to be filled. Approval by a majority of the member governments is required to confirm appointment of each board member. Board members whose terms have expired will continue to serve until a new board member is selected. The Board shall consist of:

- One (1) licensed physician recommended by the Medical Society of Galveston.
- One (1) representative from UTMB.
- One (1) representative from Mainland Medical Center.
- Two (2) representatives from the municipalities from within Galveston County.
- One (1) licensed veterinarian
- One (1) registered nurse
- One (1) practicing licensed professional engineer engaged in civil and/or sanitary engineering or an individual with a BS or BA from an accredited State College or University with at least ten (10) years experience in the Petrochemical Industry Field.
- One (1) licensed dentist.
- One (1) member of the food service/food sales industry
- Three (3) interested citizens of Galveston County.

Board members shall serve for a period of two (2) years, except appointees appointed to fill the unexpired term of some member who shall serve for the remaining period of the unexpired term. All vacancies shall be filled by the appointing bodies as provided above.

2. Any member may be removed from office by a majority vote of the member governments for neglect of duty, malfeasance, or conviction of a felony; however, if any member of the Health Board misses any three (3) consecutive regular meetings without being excused by said Board as a whole, said Board shall declare a vacancy, and notify the member governments of such fact, so that same may be filled.
3. The Board shall oversee for the provision of all the ten (10) essential public health functions found in Chapter 121. §121.002 of the Texas Health and Safety Codes unless otherwise restricted by law. The ten (10) essential public health functions are:
 1. Monitor the health status of individuals in the community to identify community health problems.
 2. Diagnose and investigate community health problems and community health hazards.
 3. Inform, educate, and empower the community with respect to health issues.
 4. Mobilize community partnerships in identifying and solving community health problems.
 5. Develop policies and plans that support individual and community efforts to improve health.

6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules.
 7. Link individuals who have a need for community and personal health services to appropriate community and private providers.
 8. Ensure a competent workforce for the provision of essential public health services.
 9. Research new insights and innovative solutions to community health problems.
 10. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.
4. The Board shall select a chairman, a vice-chairman and a secretary from its board members and shall adopt the rules for the conduct of its meetings. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Board shall meet monthly on a date to be fixed by the Board, and shall hold such special meetings as may be called by the chairman or by a majority of the board members.
 5. The Board shall appoint an Executive Director (herein the "Director") to actively manage the operation of the District. Said Director shall possess the qualifications and fulfill the requirements of Chapter 121 of the Texas Health And Safety Codes as same may be amended from time to time. The Director shall be an ex-officio, nonvoting member, of the Board. The Board may at any time for good cause remove the Director.
 6. The Director shall discharge the duties of the following offices: (1) The Chief Administrative Officer of the District; (2) the project director of the Galveston County Coordinated Community Clinics; and (3) the Health Authority for the District or appoint the Health Authority with approval of the Board. The Director shall be responsible for the day-to-day operation of the District and shall conduct the same as authorized and directed by the Board.
 7. The Board shall be the policy setting body for all public health matters in Galveston County and shall be charged with the responsibility for all of the District's expenditures and for applying for grants to the State, Federal Government, and private sources to further strengthen a comprehensive public health program in the District.
 8. The member governments agree that the District shall have the authority to set and collect fees for the provision of public health services, Chapter 121, §121.006 of the Texas Health and Safety Codes, which are:
 1. Personal health promotion and maintenance services.
 2. Infectious disease control and prevention services.
 3. Environmental and consumer health programs.

4. Public health education and information services.
5. Laboratory services.
6. Administrative services.

provided however, any fees so set or collected must be approved in advance by the Board. Where the District requires a permit, the member governments agree not to require their own Health Permits. The County will provide adequate funds in addition to those available from State, Federal, and fee-for-service programs to maintain high quality programs in the following areas:

I. Health Promotion and Maintenance

A. Personal Health Promotion

- Immunization
- Tuberculosis Elimination
- Texas Health Steps
- Home Visits

B. Public Health Promotion

- Community Education
- Public Health workforce training.

II. Infectious Disease Control and Prevention

A. Epidemiological Services

- Surveillance
- Investigation
- Reporting

B. Communicable Diseases

- Screening
- Diagnosis
- Treatment
- Referral

III. Environmental Health Programs related to:

- A. Food Service Sanitation
- B. Waste Control
- C. General Sanitation
- D. Air Quality
- E. Drinking Water
- F. On-Site Sewage Facilities

IV. Administrative Services

- A. Records management and data analysis
- B. Planning and Evaluation

C. Community collaboration

V. Basic Public Health Laboratory Services.

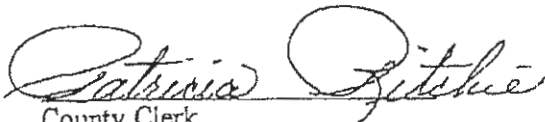
VI. Indigent Health Care

- As specified by Chapter 61 of the Texas Health and Safety Codes

9. Member governments and other governmental entities as well as private institutions both within and without Galveston County, may contract for the Health District to provide Rabies Control Services, Emergency Medical Services, Water Pollution Control Services, or upgrading of any appropriate public health activity.
10. The provisions of Chapter 121 of the Texas Health And Safety Codes shall be applicable to the District. In the event of a conflict between Chapter 121 of the Texas Health And Safety Codes and this Agreement, Chapter 121 of the Texas Health And Safety Codes shall control.
11. A member government may withdraw from this Agreement upon giving to the Director in writing one (1) year's advance notice of its decision to withdraw, or upon consent of all other member governments, provided however, such termination shall not relieve such member government of any obligation incurred by such member government prior to termination. Removal of a member government requires approval by the governing body of each of the other members. Withdrawal or removal of a member government shall not terminate or affect this agreement as to the remaining or non-withdrawing member governments.
12. Modification of this Agreement shall be in writing and effective upon approval by the governing body of each member government.
13. This Agreement shall remain in effect until rescinded by the member governments. New member governments may become parties to this Agreement, with the consent of the member governments, by accepting in writing all of the terms and provisions of this Agreement; and thereupon this Agreement shall be deemed in full force and effect without further action of any of the members.
14. This Agreement constitutes the entire Agreement, and supercedes all prior agreements between the parties.
15. This Agreement shall become effective when executed by the parties hereto, as of the day and year first above written and shall be reviewed every ten (10) years.
16. The Texas Civil Practice and Remedy Code Chapter 101 defines the limits of liability for a Public Health District and any participating governmental entity.

SIGNATURE PAGE
GALVESTON COUNTY HEALTH DISTRICT AGREEMENT

ATTEST:


County Clerk

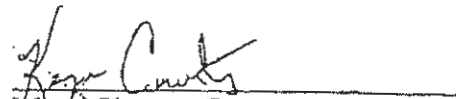
COUNTY OF GALVESTON


Judge James D. Yarbrough

ATTEST:


City Secretary

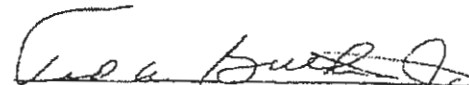
VILLAGE OF BAYOU VISTA


Mayor Kenyon Courtney

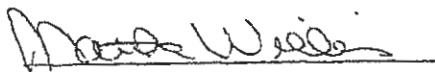
ATTEST:


City Secretary

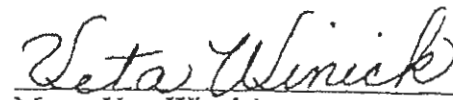
CITY OF CLEAR LAKE SHORES


Mayor Ted Guthrie

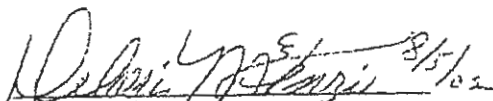
ATTEST:


City Secretary

CITY OF DICKINSON


Mayor Veta Winnick

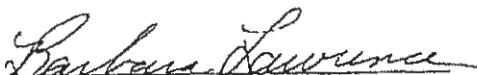
ATTEST:


City Secretary

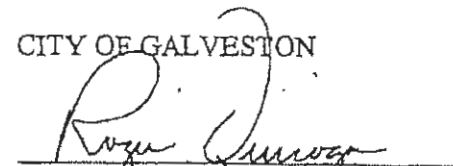
CITY OF FRIENDSWOOD


Mayor Harold Whitaker

ATTEST:


City Secretary

CITY OF GALVESTON


Mayor Roger Quiroga

ATTEST:

Rose Marie Shields
City Secretary

CITY OF HITCHCOCK

Sharon Enge
Mayor Kyle Campbell
Mayor Pro-Tem Sharon Enge

ATTEST:

T. D. White
City Secretary

CITY OF JAMAICA BEACH VILLAGE

V. R. Pierson
Mayor Victor Pierson

ATTEST:

Nathy Pierce
City Secretary

CITY OF KEMAH

William E. King
Mayor William E. King

ATTEST:

Bonnie Smith
City Secretary

CITY OF LA MARQUE

Larry Crow
Mayor Larry Crow

ATTEST:

Barbara Nugent
City Secretary

CITY OF LEAGUE CITY

Jeff Harrison
Mayor Jeff Harrison

ATTEST:

Janet R. Davis
City Secretary

CITY OF SANTA FE

Robert Cheek
Mayor Robert Cheek

ATTEST:

Pamela A. Lawrence
City Secretary

CITY OF TEXAS CITY

Carlos Garza
Mayor Carlos Garza

ATTEST:

Karen Hageman
City Secretary

VILLAGE OF TIKI ISLAND

Charles Everts
Mayor Charles Everts



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: Suzy Kou
Department: Finance

Agenda item: 6e
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action accepting the Quarterly Investment Report for First Quarter 2016, ending March 31, 2016.

☒

Attach for reference

1. Investment Report for First Quarter 2016

STAFF BRIEFING:

- City is required to submit investment report to Council quarterly per Public Funds Investment Act.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

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	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to accept the Quarterly Investment Report for First Quarter 2016, ending March 31, 2016.

FISCAL IMPACT: n/a



City of La Marque, Texas
Quarter Ended 03/31/2016
Detailed Holdings

TexPool Rate: 0.3273
 Logic Rate: 0.5206
 DWS 0.2800

Fund	Fund Categories	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic	LGIP		0.5206			3,709,149.30	100.000	3,709,149.30	3,709,149.30	100.000	3,709,149.30	1	0.5206
General Fund	General Fund	TexPool	LGIP		0.3273			658,811.51	100.000	658,811.51	658,811.51	100.000	658,811.51	1	0.3273
General Fund	General Fund	DWS	MMKT		0.2800			200,982.54	101.000	200,982.54	200,982.54	100.000	200,982.54	1	0.2800
Utility Fund	Utility Fund	Logic	LGIP		0.5206			4,621,586.88	100.000	4,621,586.88	4,621,586.88	100.000	4,621,586.88	1	0.5206
Utility Fund	Utility Fund	TexPool	LGIP		0.3273			820,876.81	100.000	820,876.81	820,876.81	100.000	820,876.81	1	0.3273
Utility Fund	Utility Fund	DWS	MMKT		0.2800			250,423.53	100.000	250,423.53	250,423.53	100.000	250,423.53	1	0.2800
Utility Fund	Utility Fund (Restricted)	Logic	LGIP		0.5206			66,061.69	100.000	66,061.69	66,061.69	100.000	66,061.69	1	0.5206
Utility Fund	Utility Fund (Restricted)	TexPool	LGIP		0.3273			11,733.74	100.000	11,733.74	11,733.74	100.000	11,733.74	1	0.3273
Utility Fund	Utility Fund (Restricted)	DWS	MMKT		0.2800			3,579.59	100.000	3,579.59	3,579.59	100.000	3,579.59	1	0.2800
Replacement Fund	Replacement Fund	Logic	LGIP		0.5206			398,619.01	100.000	398,619.01	398,619.01	100.000	398,619.01	1	0.5206
Replacement Fund	Replacement Fund	TexPool	LGIP		0.3273			70,801.89	100.000	70,801.89	70,801.89	100.000	70,801.89	1	0.3273
Replacement Fund	Replacement Fund	DWS	MMKT		0.2800			21,599.42	100.000	21,599.42	21,599.42	100.000	21,599.42	1	0.2800
Hotel Motel Fund	Hotel Motel Fund	Logic	LGIP		0.5206			522,365.41	100.000	522,365.41	522,365.41	100.000	522,365.41	1	0.5206
Hotel Motel Fund	Hotel Motel Fund	TexPool	LGIP		0.3273			92,781.48	100.000	92,781.48	92,781.48	100.000	92,781.48	1	0.3273
Hotel Motel Fund	Hotel Motel Fund	DWS	MMKT		0.2800			28,304.69	100.000	28,304.69	28,304.69	100.000	28,304.69	1	0.2800
Debt Service	Debt Service Fund	Logic	LGIP		0.5206			836,457.99	100.000	836,457.99	836,457.99	100.000	836,457.99	1	0.5206
Debt Service	Debt Service Fund	TexPool	LGIP		0.3273			148,569.96	100.000	148,569.96	148,569.96	100.000	148,569.96	1	0.3273
Debt Service	Debt Service Fund	DWS	MMKT		0.2800			45,323.99	100.000	45,323.99	45,323.99	100.000	45,323.99	1	0.2800
LM EDC Operating	LM EDC	Logic	LGIP		0.5206			2,607,326.68	100.000	2,607,326.68	2,607,326.68	100.000	2,607,326.68	1	0.5206
LM EDC Operating	LM EDC	TexPool	LGIP		0.3273			1,422,096.19	100.000	1,422,096.19	1,422,096.19	100.000	1,422,096.19	1	0.3273
LM EDC Operating	LM EDC	DWS	MMKT		0.2800			-	100.000	-	-	100.000	-	1	0.2800
LM EDC Operating	LM EDC	Money Market	MMKT		0.1500			35,788.30	100.000	35,788.30	35,788.30	100.000	35,788.30	1	0.1500
LM EDC Operating	LM EDC	Texas First	CD	5177	0.2000	11/27/2015	11/27/2016	200,801.22	100.000	200,801.22	200,801.22	100.000	200,801.22	241	0.2000
LM EDC Operating	LM EDC	Moody Bank	CD	1835	0.6000	08/24/2015	08/24/2016	100,000.00	100.000	100,000.00	100,000.00	100.000	100,000.00	146	0.6000
LM EDC Operating	LM EDC	Moody Bank	CD	4478	0.6000	08/27/2015	08/27/2016	100,000.00	100.000	100,000.00	100,000.00	100.000	100,000.00	149	0.6000
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS	MMKT		0.2800			155,562.22	100.000	155,562.22	155,562.22	100.000	155,562.22	1	0.2800
2005 CO	Capital Projects Fund	TexPool	LGIP		0.3273			491,124.75	100.000	491,124.75	491,124.75	100.000	491,124.75	1	0.3273
2007 CO	Capital Projects Fund	TexPool	LGIP		0.3273			742,558.53	100.000	742,558.53	742,558.53	100.000	742,558.53	1	0.3273
Special Revenue Funds	Special Revenue Fund	DWS	MMKT		0.2800			24,014.85	100.000	24,014.85	24,014.85	100.000	24,014.85	1	0.2800
Special Revenue Funds	Special Revenue Fund	TexPool	LGIP		0.3273			78,719.56	100.000	78,719.56	78,719.56	100.000	78,719.56	1	0.3273
Special Revenue Funds	Special Revenue Fund	Logic	LGIP		0.5206			443,195.97	100.000	443,195.97	443,195.97	100.000	443,195.97	1	0.5206
Library Memorial	Fiduciary Fund	Logic	LGIP		0.5206			3,460.46	100.000	3,460.46	3,460.46	100.000	3,460.46	1	0.5206
Drug Seizure	Fiduciary Fund	Logic	LGIP		0.5206			189,019.30	100.000	189,019.30	189,019.30	100.000	189,019.30	1	0.5206
								19,101,697.44		19,101,697.44	19,101,697.44		19,101,697.44	5	0.4623

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of March 31, 2016 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Suzanne Kan

Investment Officer, CPFIM



City of La Marque, Texas

Quarter ended 3/31/16
Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	17,935,317.10	93.89%	1	0.472
MMKT	765,579.12	4.01%	1	0.274
CD	400,801.22	2.10%	194	0.400
	19,101,697.44	100.00%	5	0.462

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Texas First	200,801.22	1.05%	241	0.200
Moody Bank	200,000.00	1.05%	148	0.600
Money Market	35,788.30	0.19%	1	0.150
DWS	729,790.82	3.82%	1	0.280
Logic	13,397,242.68	70.14%	1	0.521
TexPool	4,538,074.42	23.76%	1	0.327
	19,101,697.44	100.00%	5	0.462

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	4,568,943.34	23.92%	1	0.482
Utility Fund	5,692,887.21	29.80%	1	0.482
Utility Fund (Restricted)	81,375.02	0.43%	1	0.482
Replacement Fund	491,020.32	2.57%	1	0.482
Capital Projects Fund	1,389,245.50	7.27%	1	0.322
Hotel Motel Fund	643,451.57	3.37%	1	0.482
Debt Service Fund	1,030,351.94	5.39%	1	0.482
LM EDC	4,466,012.39	23.38%	18	0.445
Special Revenue Fund	545,930.38	2.86%	1	0.482
Fiduciary Fund	192,479.76	1.01%	1	0.521
	19,101,697.44	100.00%	5	0.462

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	18,700,896.22	97.90%
90 to 180 Days	200,000.00	1.05%
181 to 365 Days	200,801.22	1.05%
More Than 365 Days	-	0.00%
	19,101,697.44	100.00%



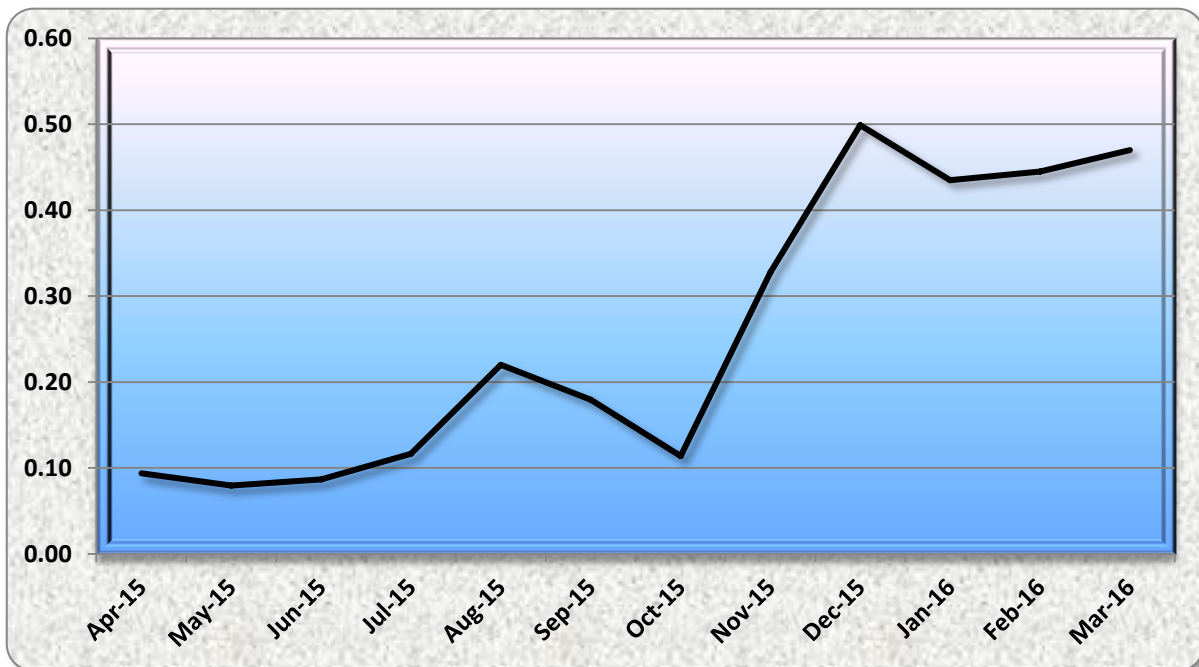
City of La Marque, Texas

Summary Investment Report For Period Ended 3/31/2016

Total Portfolio Summary			
	Current Quarter 03/31/2016	Prior Quarter 12/31/2015	Change From Prior
Book Value	19,101,697	16,870,679	2,231,018
Market Value	19,101,697	16,870,679	2,231,018
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	5 days	8 days	-3 days
Weighted Average Yield	0.46%	0.22%	0.24%

Portfolio Performance Summary	
Beginning Book Value	16,870,679
Beginning Market Value	16,870,679
Beginning WAM	8 days <i>Liquidity measurement</i>
Ending Book Value	19,101,697
Ending Market Value	19,101,697
Change in market value	2,231,018 <i>Volatility measurement</i>
Ending WAM	5 days <i>Liquidity measurement</i>
Period Average Yield	0.46%
Period Average Benchmark	0.45%

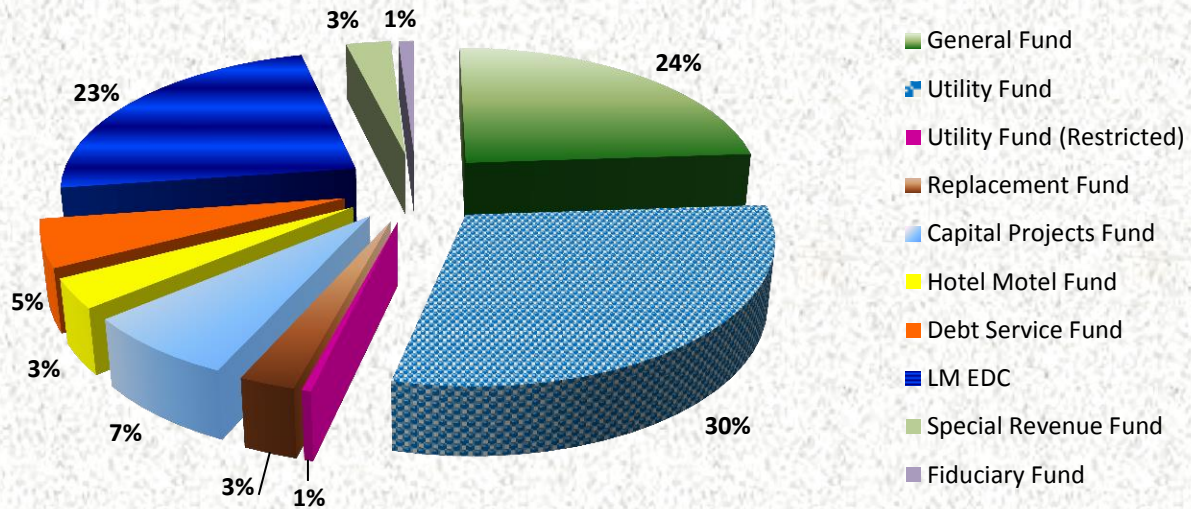
6-Month T-Bill Historical Trend





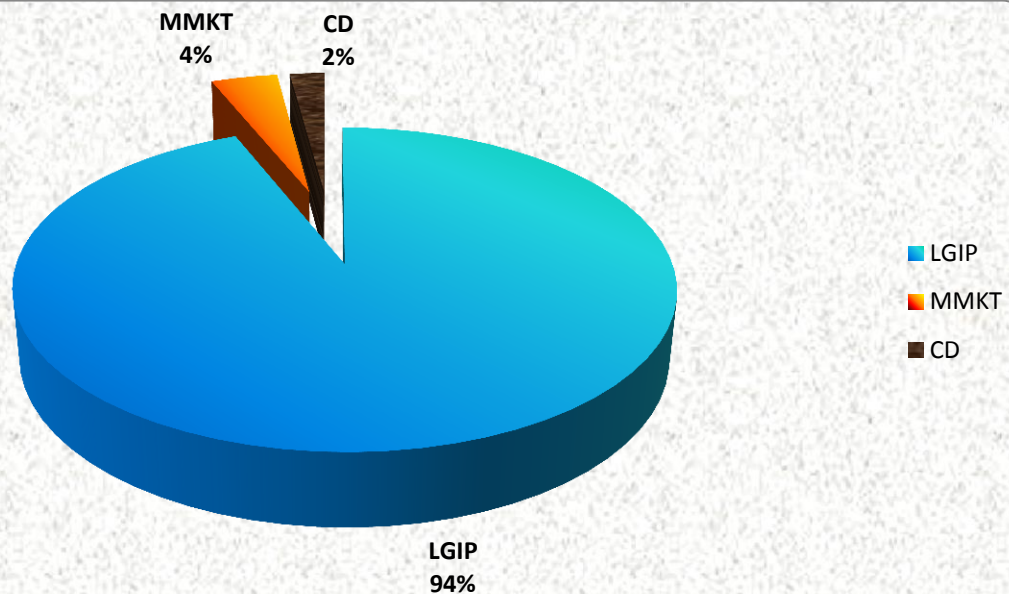
Investment Portfolio by Funds

As of 3/31/2016



Investment Portfolio by Types

As of 3/31/2016





CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: Suzy Kou
Department: Finance

Agenda item: 6f
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding disposal of City's surplus assets with minimal or no salvage value through Public Surplus.

X

Attach for reference

1. Listing of disposable assets
2. Supplemental information on Public Surplus services

STAFF BRIEFING:

- Per policy, the City is required to dispose surplus assets by way of public auction.
- Under contract, Public Surplus provides public auction services to our city and other governments FREE.
- Revenues from the auction will be credited back to the operating fund or replacement fund where the assets originated.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

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	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Items #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve the disposal of City's surplus assets with minimal or no salvage value through Public Surplus.

FISCAL IMPACT: Additional sale of assets revenue for the City

City of La Marque Inventory List for Public Auction

Departments	Item Descriptions				
UB	Form Burster V-700 Duplo				
UB	ProLine Series 5 printer (Dot Matrix)				
		1 Zebra Mobile Printer			
IT	Box 4 Zebra RW420 Mobile Printer	Battery	Misc Parts		
IT	Varda Silent Alarm				
IT	Box 8 Motorla MTS 2000 Radios	4 Back Clips	3 Shoulder Radios	1 Mic?	3 Batteries
IT	Box 7 EFJohnson Battery Pack Chargers				
IT	Magnavox DVD/CD Player				
IT	Shaper Image IPOD Dock and Speakers				
IT	Nikon N6006 Camera with Metal Box				
IT	Sony Digital Still Camera DSCF717				
		1 Uniden Force Radio and	5 Motorola Recharge		
IT	Box 1 Motorola MT1000 Radio	charging station	stations		
IT	Box 8 GlobalSat BU-353 USB GPS Navigation Receiver				
IT	Box 10 Mini Shoulder Radio Connections				
			11 Motorola MCS		
IT	11 Motorola Radio mic Connections	1 Motorola Speaker	2000		
IT	8 APC Back-UPS NS 1250				
IT	Dell Latitude D820 Laptop				
IT	General Dynamics Laptop 8000 No Battery Or Charger				
IT	Sony Mpeg Movie HQX Digital Still Camera DCS-F717				
IT	Panasonic DVD/CD Player DVD-S27				
IT	Leightronix Mini-T-Net				
IT	Speco technologies Camera Model CVC-614C				
	Box of Keyboards, Usb to Micro, USB to Mini and different laptop				
IT	charges, different wires.				
IT	Polaroid One Step Camera				
IT	11 Car laptop mounts, 1 car computer mount?				
IT	Dell Monitor				
IT	Brother HL-5250DN Printer				
IT	BroSonic TV				
IT	BroSonic TV				
	2 Shure Mics, 5 CPI Communications Tone Termination Panel, 1 CPI				
IT	Comminications MR200N,				

City of La Marque Inventory List for Public Auction

Departments	Item Descriptions			
IT	Dell PowerEdge SC1420			
IT	HP xw8600 Workstation			
IT	Dell PowerEdge 6000C			
IT	2 Intel Zeno 488017 , Ram sticks, Raid controllors.			
IT	4 Dell Optiplex GX 260			
IT	2 Dell Dimension 2400			
IT	2 Dell Dimension 1100			
IT	5 Dell Optiplex 170L			
IT	Dell Optiplex GX270			
IT	Dell Optiplex 320			
IT	Dell Optiplex GX520			
IT	HP LaserJet Pro CM1415 Printer (Broken)			
FIRE/EMS	Mail slot cabinet			
FIRE/EMS	Brass fire hose handler qty 2			
FIRE/EMS	Portable Seen lights (qty 4)			
FIRE/EMS	Misc Fire Hose Couplings			
FIRE/EMS	Brown desk/cabinet			
FIRE/EMS	File Cabinet			
FIRE/EMS	Metal Storage Shelf			
	(qty 3) Dry Chemical Fire Extingshers (qty 1) 2 1/2 Gallon water			
FIRE/EMS	extingsher			
FIRE/EMS	SCBA Carry case (qty 4)			
FIRE/EMS	Small dry erase board			
FIRE/EMS	Large dey erase board			
FIRE/EMS	1 set of bunker gear misc size jacket and pant			
FIRE/EMS	Gloves misc sizes			
FIRE/EMS	Fire Boots misc sizes			
FIRE/EMS	(qty 6) misc fire helmets			
POLICE	2FAFP71W42X154593	840630	2002	Ford CV
POLICE	2FAFP71V68X119389	1021987	2008	Ford CV
POLICE	2FAFP71W87X110894	237859	2007	Ford CV

City of La Marque Inventory List for Public Auction

Departments		Item Descriptions			
POLICE	SAJDA01P41GM13849	DX5T331	2001	Jaguar	
POLICE	2FAFP71V48X119388	1021988	2008	Ford CV	
POLICE	2FAFP71W1YX113587	773136	2000	Ford CV	
POLICE	2FAFP71W5XX179719	763761	1999	Ford CV	
POLICE	1FMRU15L1YLA76661	775624	1999	Ford Exp	
POLICE	1FTZX1720WKA29222	CHW5353	1998	Ford F150	
POLICE	2FAFP71W67X110893	237860	2007	Ford CV	
POLICE	2FAFP71W47X110892	237861	2007	Ford CV	
POLICE	2FAFP71W92X130824	BX8Z829	2002	Ford CV	
POLICE	2FAFP71W72X130837	BX9B308	2002	Ford CV	
POLICE	SALSH23496A958397	DSB4959	2006	Land Rover	
POLICE	2FAFP71W53X165474	BX8Z830	2003	Ford CV	
POLICE	JT6HF10UXX0051436	BBZ1803	1999	Lexus	



If you are called away...
Please do not place this call on hold if you have hold music or
similar hold service.

Products Available from the Public Group



Public Purchase

- FREE for Agencies and Vendors
- Customized Bid Templates
- Bid Management
- Electronic Sealed Bids
- Reverse Auctions
- Bid Notifications



Public Contract

- Manage your contracts electronically
- Create Tasks for you and your vendors
- Notifications for renewals and new contracts



About Us...



- Premiere provider of software for governments
- Providing quality web based software applications for more than 15 years
- More than 2,500 agencies across the nation use our products and services
- The largest qualified buyer bases in the nation (several hundred thousand)
- Have a coveted Industry leading reliability rating of 99.996% uptime
- The **MOST TRANSPARENT** online auction & re-allocation system available
- Applications designed **EXCLUSIVELY** for governments



About our online marketplace...

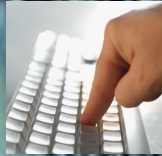
Public Surplus is the online marketplace where government agencies come to meet, exchange, and sell surplus property to the general public.



- 2,500 agencies Using Service
- Automatic email notifications
- Agency support & training
- Speciality buyer database
- Years of experience
- Proven strategies
- Simple to use
- Audit trails



Audit trail / Transparency...



Easy to learn & use



Increases revenue



Audit trail / Transparency...

- All listings are always visible
- Bidders are visible to sellers
- All activity is captured, and saved for at least 7 years

Easy to learn & use

Increases revenue

Assures compliance



Easy to learn & use

- Simplified, single login process
- Self explanatory statements and instructions guide you through EACH step
- 25-30% faster auction creation than similar sites

Increases revenue



Assures compliance

Easy to learn & use

Increases revenue

- National / global marketplace
- Large Qualified buyer base
- Greater community & national participation
- Auctions accessible 24/7 to the public.
- Flexibility of payment for buyers





Financial Benefits...

- Lower storage and transportation costs
- Economies of scale
- Higher rates of return on investment (ROI)
- Lower Program costs & overhead

The financial Difference ...

50-200% net revenue increase.

16-35% more on vehicles and specialty items





Sample Commodities...

Categories

- * Airport
- * Animals and Livestock
- * Aviation
- * Building
- * Clothing
- * Collectibles
- * Computers
- * Electronics
- * Food Supply
- * Furniture
- * Heavy Equipment
- * House wares
- * Industrial Equipment
- * Marine
- * Medical
- * Motor Pool
- * Motor Pool Parts
- * Music and Arts
- * Office Equipment
- * Outdoor Equipment
- * Real Estate
- * Scrap
- * Sporting Goods
- * School Supplies

Your Success is Our Success

Fees on sold items only:

7% commission charged to
Buyer

- No start up or installation costs / fees
- At will usage, no contract required
- Large online global marketplace
- Flexible Agency pricing models
- Fully piggy-back on existing contracts
- Free bid-deposits to qualify the buyer
- Reliability and stability you can trust
- Most transparent and hassle free online service available



Simplified Surplus Management



- Automated system
- “Perpetual Auction” (a Proven Method)
 - Sell items sooner
 - Faster revenue return
 - Less depreciation of items
 - Allocate work time elsewhere
 - Lowered storage costs
 - Sell more frequently
 - Recycle more efficiently
 - Public is more informed and involved



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: Amanda Hobby
Department: Public Services

Agenda item: 6g
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding ratifying the City Manager's approval of additional funds for sludge removal at the Waste Water Treatment Plant in the amount of \$5,047.93.

- ☒ **Attach for reference**
1. Invitation to Bid Package
 2. Other backup documentation (Invoice, Bid Tab, Minutes)

STAFF BRIEFING:

- On September 14, 2015, Council approved \$96,187.50 for sludge removal.
- Bid was awarded to C & R Wastewater.
- The first sludge removal that was invoiced was for a total amount of \$49,440.38.
- The second sludge removal that was invoiced in January 2016 was for a total amount of \$51,795.05.
- This put the City over budget for sludge removal by \$5,047.93.
- I requested the additional funds of \$5,047.93 just so the invoice could get paid and it was approved by City Manager.

HISTORY:

- **September 14, 2015** – City of La Marque Council awarded Bid # LM 08-15 to C & R Wastewater for sludge disposal in the amount of \$96,187.50.

TARGET IMPLEMENTATION: 6.13.2016 City Council Approval

SIGNIFICANT ACTION DATES:

September 14, 2015 – City Council awarded Bid #LM 08-15

ACTION:

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

Cost Details:	
Budgeted	\$96,187.50
Actual Bid	\$96,187.50
Estimated Expenditure	\$101,235.43
Acct. Name(s)	Repair & Maint. - STP
Line Items #	02-3010-24-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to ratify the City Manager's approval of additional funds for sludge removal at the Waste Water Treatment Plant in the amount of \$5,047.93.

FISCAL IMPACT: \$5,047.93

INVITATION TO BID

Sealed bids will be accepted for the following bid invitation until at 10:00 a.m.
Wednesday, August 12, 2015 at which time all bids will be publicly opened and read for:

LM 08-15 Sludge Management

Bids should be submitted in duplicate on the proposal forms provided and enclosed in a sealed envelope and plainly marked on the outside of the envelope which clearly identifies it as being a bid. (ex: "BID ENCLOSED – LM 08-15").

Bids must be addressed to:

City of La Marque
Administrative Office
Attn: City Clerk's Office
1111 Bayou Rd.
La Marque, TX 77568

The City reserves the right to accept or reject any or all bids and to accept only those proposals that are in the best interest of the City of La Marque.

Please direct any questions regarding this bid or bid documents to: Jason Hubbell, Plant Operations Supervisor at 409-938-9289 or j.hubbell@cityoflamarque.org.

TERMS AND CONDITIONS

LM 08-15 Sludge Management

1. Specifications and bidding documents may be secured from the Public Works Facility, 1500 Municipal La Marque, Texas 77568 or by contacting Cyndi Efird at 409-938-9280 or c.efird@ci.la-marque.tx.us
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidders observations with this bid packet.
4. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
5. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.
 - B. It is received after the advertised closing date and time for receipt of bids.
 - C. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
6. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

7. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
8. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
9. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the City, payment on invoice will then be net 30 days.
10. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable explanation.
11. A catalog, brand name or manufacturer's referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**; it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
12. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **October 1, 2015**. The City must obtain prices early in order to prepare for the upcoming fiscal year budget.
13. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, et. Seq. (1973).
14. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
15. Bids received after the closing time will be returned unopened.
16. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1500 Municipal Drive, La Marque, Texas 77568 or other designated site.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES:

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept prices increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES:

If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidders source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS
LM 08-15
SLUDGE MANAGEMENT

Item No. 1 – General:

The City of La Marque is requesting proposals for a Sludge Management Contract to remove sewage sludge (biosolids) from the City's domestic wastewater treatment plants and for transporting, treating and disposing of the sewage sludge (biosolids) for beneficial reuse. The City of La Marque operates and owns a 3.0 million gallon per day (MGD) wastewater treatment plant for the treatment of domestic sewage which produces solids, which must be disposed of from time to time. The West Plant is located at 2701-B Woodland approximately ¾ mile south of IH-45 and FM 519.

It is the intent of the City to enter into a formal biosolids management and disposal agreement with a successful bidder to remove and dispose of sewage biosolids from its aerobic digesters on a recurring basis approximately every four to six weeks for a 12-month period. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Failure of the City and the successful biosolids management company on negotiated prices will require that the City put the contract out for bid. Either party may terminate agreement within 30 days notice in writing to the other party.

Item No. 2 – Terms/Definitions:

The terms and definitions in this agreement shall have the meaning ascribed thereto in the preamble of this agreement, or as follows:

1. **Applicable Regulations:**

Means all federal, state and municipal regulations regulating the transportation, treatment and reuse and disposal of Sludge including, but not limited to, 40 CFR Part 503, Standards for the Use or Disposal of Sewage Sludge, 40 CFR Part 258, Municipal Solid Waste Landfill Regulations and 325TAC 461, et seq., Texas Department of Health, Municipal Solid Waste Management Regulations, each as the may be supplemented or amended from time to time.

2. **Biosolids**

Refers to sewage sludge, which is stabilized and meets parameters set by the Environmental Protection Agency (EPA) for beneficial use.

3. BLF Analysis
The test outlined in EPA regulations to determine the quantities of various constituents in the sludge, including but not limited to Cadmium, Zinc, Copper, Nickel, Lead, Arsenic, Chromium, Mercury, Selenium, Molybdenum, Nitrogen (Ammonia and TKN), Phosphorus and Potassium.
4. TCEQ
Texas Commission on Environmental Quality
5. EPA
United States Environmental Protection Agency
6. Operator
The generations operator of the Plant
7. Permit
The TCEQ Permit to Dispose of Waste issued with respect to the Plant and the correspondence NPDES Permit.
8. Plant
The Generators Wastewater Treatment Plant (WWTP)
9. Class B
Means sludge meeting Class B pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart, Standards for disposal of Sewage Sludge.
10. Class A
Means sludge meeting Class A pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart F, Standards for Disposal of Sewage Sludge.
11. Regulatory Agencies
The EPA, TCEQ and any other governmental agency with jurisdiction over the transportation, treatment, and disposal or beneficial use of domestic sewage sludge.
12. Records
All records maintained with respect to the transportation, treatment and final disposition of Sludge are required to be created and maintained by the Application Regulations and Permit.

13. Sewage Sludge or Sludge

Solid, semi-solid or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage, scum or solids removed in primary, secondary or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generator during preliminary treatment of domestic sewage in a treatment works.

14. TCLP

The EPA Toxicity Characteristic Leaching Procedure Test

15. BLF

Beneficial Land Farm

Item No. 3 – Obligations of the City:

1. Immediately notify Biosolids Manager of any changes in waste to the Plant or operating of the Plant which may render the sludge inappropriate for beneficial use.
2. Provide the results of pH measurement of the sludge in the digester, twice per month.
3. 440-volt, 3-phase electrical service with a 100 amp disconnect located within 200' of the digester. 110-volt is also available.
4. A ¾ to 2" potable water connection located within 100' of the digester.
5. A sanitary sewer manhole within 100' of the digester in which the contractor may discharge liquid wastes back to the entrance works of the treatment plant.
6. Sufficient area to set up dewatering equipment, haul boxes and/or trucks.
7. Provide 24 hour, 7 days per week access to the treatment plant.
8. Provide access for the Biosolids Manager to facilities and seven-day notification for service.

ITEM NO. 4 – Obligations of the Biosolids Manager:

1. Provide a BLF Analysis of a representative sample of the sludge on a quarterly basis.

2. Provide independent laboratory analysis of biosolids to determine percent solids. If dewatering is used, analysis will be performed on each truckload. This percent solids analysis will be the basis for determining the dry tons for price calculations. The costs of this analysis is included in the base price for sludge removal.
3. Provide testing to verify that sludge meets Class B EPA, CFR 503 Regulations requirements.
4. Transport, treat and dispose of, or beneficially use, biosolids as required for compliant and cost effective operation of the WWTP. Biosolids Manager shall not be required to transport, treat or dispose of sludge at any time or under any conditions which would cause a violation of the Permit or Applicable Regulations.
5. Create and maintain all Records and Reports required by the Permit and the Applicable Regulations or as requested by the Generator.
6. Perform any calculations and cause to run any test or analysis on Sludge, as requested by the Generator.
7. Provide a pH measurement of the soil for each application of biosolids. Provide Cation Exchange Capacity, Cadmium and PCB's of soil for the application area at the site, every six-(6) months, until such time that a change in the Discharger permit does not require such testing.
8. Keep work site clean during operations and upon completion remove trash, equipment, waste, debris and spilled biosolids from the work area.
9. Provide all manpower, supervision, equipment, independent lab analysis, materials, trucks, trailers, truck weighing and anything else necessary for the successful disposal of the biosolids at no additional charge to the City.
10. All vehicles and/or commercial vehicles, such as truck, tractor, trailer or semi-trailer, or combination of such vehicles used in the transportation of the sludge shall not exceed 20,000 pounds carried on any one-(1) axle or with a tandem axle weight excess of 34,000 pounds.
11. The Biosolids Manager will be required to transport and store biosolids for beneficial reuse when the beneficial site is frozen or covered with ice, or during rain or when precipitation is imminent. The biosolids storage site will meet all federal, state and municipal regulations, which regulate sludge.

PROPOSAL

LM 08-15 SLUDGE REMOVAL

Quantity: The quantity of biosolids hauled shall be measured by truck volumes. Every load of thickened biosolids will be tested for percent solids. Dry weight of biosolids will be determined from this data.

Price: All services shall be charged in accordance with the following fee schedule:

SLUDGE MANAGEMENT CONTRACTOR FEES

<u>Description</u>	<u>Price</u>
*Biosolids Removal.....	\$384.75
Annual Reports TNRCC.....	\$No Charge
Metals and Nutrient Test (BLF Analysis).....	\$N/A
Toxicity Characteristic Leaching Procedure Test.....	\$1,100.00
PCB Test (On Sludge).....	\$135.00
EPA Discharge Monitory Reports for Biosolids.....	\$No Charge
Land Practice.....	\$N/A

*Biosolids removal fee will include transportation to and application at associated land application site. Fee is to include equipment and all percent (%) solids testing required to calculate dry tons removed.

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$384.75	\$96,187.50

Methodology for Biosolids Removal: Dewater Biosolids with mobile dewatering containers. Transport solids to an approved TCEQ landfill inside same containers.

Registered Site No.: Permit 1149-Galveston County Landfill, Permit 1721-A Coastal Plains RDF

Beneficial Reuse Site: N/A

OTHER SERVICES REQUESTED

LM 08-15 SLUDGE MANAGEMENT

<u>Description</u>	<u>Price</u>
TCEQ Monthly Report (2 copies provided)	<u>\$N/A</u>
Lime Stabilization Processing to Meeting Class	<u>\$N/A</u>
B Requirements/Per gallon	<u>\$N/A</u>
Rented Equipment	<u>\$N/A</u>
Percent (%) Solids Test	<u>\$N/A</u>
Environmental Consultant.....	<u>\$N/A</u>
Project Manager	<u>\$N/A</u>
Vacuum Truck & Driver	<u>\$N/A</u>
Project Superintendent	<u>\$N/A</u>
Skilled Laborers	<u>\$N/A</u>
Laborers.....	<u>\$N/A</u>
Secretarial/Computer Services	<u>\$N/A</u>
Expenses:	
Copies	<u>\$N/A</u>
Printing, Film work, etc.	<u>\$N/A</u>
Automobile Travel.....	<u>\$N/A</u>
Class B Pathogen Reduction Test	<u>\$N/A</u>
Camel Vacuum Truck	<u>\$N/A</u>

SIGNATURE PAGE

**LM 08-15
SLUDGE MANAGEMENT**

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$96,187.50

C & R Wastewater Division

Company Name

Nik Becker

Signature

Nik Becker, Territory Manager

Printed Name & Title

114 S Danville

Address

Willis, TX 77378

City, State and Zip

O: 936-856-4199 C: 936-203-9178

Phone

nik.becker.mail@gmail.com

E-Mail

August 11, 2015

Date

Acknowledgement of any and all addendum's received:

Addendum #1 TCLP Frequency Expense

Addendum #2 PCB Test Frequency Expense



Purchase Order Request

Date: September 15, 2015

PURCHASE ORDER # _____

>\$1,000 Require P.O. & Quotes
>\$10,000 Require Written Quotes

>\$25,000 Require Formal Bids
>\$3,000 - \$25,000 Must follow H.U.B. Guidelines

List all that may apply:
(Attach all documentation)

☐ (SC) - State Contract
☐ (CO) - Cooperative Purchasing Agreement
☐ (BB) - Buyboard

☐ (E) - Emergency

☐ (SS) - Sole Source
☐ (C) - County Inter Local Agreement
☐ (HUB) - Houston Underutilized Businesses

Pay to the Order of:	C & R Wastewater Division
	114 S Danville
	Willis, Texas 77378

Invoice #	Project Number	Charge Account	Amount
		02-3010-24-00	\$96,187.50
		TOTAL AMOUNT:	\$96,187.50

DESCRIPTION:	Annual PO for LM 08-15 Sludge Removal
--------------	---------------------------------------

Requested by:	<i>Cyndi Efird</i>	
Approved by:	Department Head:	Date:
	Finance Director:	Date:
	City Manager:	Date:

BID TABULATION
LM 08-15
SLUDGE REMOVAL

SLUDGE MANAGEMENT CONTRACTOR FEES

Bidder: C&R Wastewater Division

Description	Estimated Quantity	Unit Price	Total Bid Amount
Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	250 Dry Tons	\$384.75	\$96,187.50

Bidder: Sprint Waste

Description	Estimated Quantity	Unit Price	Total Bid Amount
Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	250 Dry Tons	\$384.75	\$96,187.50



1111 Bayou
La Marque, Texas 77568
409.938.9202

**City of La Marque
Regular Meeting Minutes
September 14, 2015**

Minutes of the Regular Meeting of the City Council of the City of La Marque, Texas that was conducted on Monday, September 14, 2015 at 6:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

(1) Mayor Hocking called the meeting to order at 6:30 pm.

(2) ROLL CALL

Mayor Hocking
Mayor Pro-Tem Bell
Councilmember Lane
Councilmember Brown
Councilmember Michetich
City Attorney Ortego
City Manager Buttler
City Clerk Eldridge

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Mayor Hocking provided the invocation and led the Pledge of Allegiance

(4) MINUTES
a. Minutes of Budget Workshop of August 3, 2015
b. Minutes of Regular Meeting of August 10, 2015
c. Minutes of Special Meeting of August 17, 2015
d. Minutes of Special Executive Session of August 24, 2015
e. Minutes of Regular Meeting of August 24, 2015

**** Councilmember Bell made a motion to approve the minutes of the Budget Workshop minutes of August 3, 2015, Regular Meeting minutes of August 10, 2015, Special Meeting minutes of August 17, 2015, Special Executive Session minutes of August 24, 2015 and Regular Meeting minutes of August 24, 2015**

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

(5) CITIZEN'S PARTICIPATION
No one spoke

(6) PUBLIC HEARING
a. Conduct Second Public Hearing to hear public input regarding Proposed 2015-2016 Budget, with City Council recommendations.

Mayor Hocking closed the Regular Meeting and opened the Public Hearings at 6:32 p.m.



1111 Bayou
La Marque, Texas 77568
409.938.9202

No one spoke.

- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2015-0017**, amending Chapter 71, Zoning, Section 71-6, Conditional Uses, providing for City Council approval of a Conditional Use with or without the recommendation by the Planning and Zoning.

No one spoke.

- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2015-0018**, as recommended by Planning & Zoning Commission to approve the abandonment of a 20 feet by 100 feet portion of an alley lying in between 1013 Main St. also described according to Galveston County Appraisal District as Parcel ID. R196282 lots 3 and 4 in Block 4 Division O of Cook and Stewart Subdivision, and Parcel ID R196289 known as Walnut Lots 11 and 12 on Block 4 Division O of the Cook and Stewart Subdivision, a subdivision in Galveston County, Texas.

No one spoke.

- d. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2015-0019**, amending City of La Marque Fiscal Year 2014-2015 Budget for mowing, drainage, and professional services by increasing certain expenditures and increasing certain revenues to individual budget accounts in certain funds.

1. Geraldine Sam asked if enough money had been put into the budget to take care of all of the areas in town where the weeds and grass is overgrown. Is there enough personnel, materials and or equipment?

Mayor Hocking told her that during the budget workshops, Council deliberated on this, and he feels like there is enough in the budget to mow these areas, and also to tear down some of the dilapidated buildings.

Mayor Hocking closed the Public Hearings and reconvened the Regular meeting at 6:37 p. m.

(7) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2015-0017**, amending Chapter 71, Zoning, Section 71-6, Conditional Uses, providing for City Council approval of a Conditional Use with or without the recommendation by the Planning and Zoning Commission. **THIS IS THE SECOND AND FINAL READING.**

** Councilmember Bell made a motion to adopt Ordinance No. O-2015-0017.

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



1111 Bayou
La Marque, Texas 77568
409.938.9202

- b. Discussion/possible action regarding adopting Ordinance No. **O-2015-0018**, as recommended by Planning & Zoning Commission to approve the abandonment of a 20 feet by 100 feet portion of an alley lying in between 1013 Main St. also described according to Galveston County Appraisal District as Parcel ID. R196282 lots 3 and 4 in Block 4 Division O of Cook and Stewart Subdivision, and Parcel ID R196289 known as Walnut Lots 11 and 12 on Block 4 Division O of the Cook and Stewart Subdivision, a subdivision in Galveston County, Texas. **THIS IS THE SECOND AND FINAL READING.**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2015-0018.
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding adopting Ordinance No. **O-2015-0019**, amending City of La Marque Fiscal Year 2014-2015 Budget for mowing, drainage, and professional services by increasing certain expenditures and increasing certain revenues to individual budget accounts in certain funds. **THIS IS THE SECOND AND FINAL READING.**

** Councilmember Bell made a motion to adopt Ordinance No. O-2015-0019.
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**

(8) NEW BUSINESS

- a. Discussion/possible action-accepting the Quarterly Investment Reports for Second Quarter 2015.

** Councilmember Lane made a motion to accept the Quarterly Investment Report for Second Quarter 2015, as submitted.
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding to adopt Ordinance No. **O-2015-0020**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2015 and ending September 30, 2016 appropriating money to a sinking fund to pay interest and principal due on the city's indebtedness; and adopting the annual budget for the City of La Marque for 2015-2016 fiscal year **THIS IS THE FIRST READING**

** Councilmember Lane made a motion to adopt Ordinance No. O-2015-0020.
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding adopting Ordinance No. **O-2015-0021**, amending Appendix "A", Schedule of fees and charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed Solid Waste Collection Charges, per Contract. **THIS IS THE FIRST READING**

Mayor Hocking suggested for this item to be tabled until the City can see some progress from our solid waste collector.

** Councilmember Bell made a motion to table this item.
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**



1111 Bayou
La Marque, Texas 77568
409.938.9202

- d. Discussion/possible action regarding adopting Ordinance No. **O-2015-0022** amending section 2-136 of the Code of Ordinances of the City of La Marque, Texas, to increase the rate of deposits to the Texas Municipal Retirement System (TMRS) by the employees of the City; to elect for the City to make current service and prior service contributions to the City's account in the benefit accumulation fund of the Texas Municipal Retirement System at the actuarially determined rate of total employee compensation; amending section 2-142 of the code of ordinances, City of La Marque, Texas, to authorize and allow under the act governing the Texas Municipal Retirement System, "updated service credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are in the employment of the City of La Marque, Texas; to provide for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City. **THIS IS THE FIRST READING.**

** Councilmember Bell made a motion to adopt Ordinance No. O-2015-0022.

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

- e. Discussion/possible action regarding adopting Resolution No. **R-2015-0031**, creating an Interfund Loan by taking proceeds in the amount of Four Hundred Fifty Two Thousand Nine Hundred Ninety-Three Dollars and No/100 (\$452,993.00) from the Equipment Replacement Fund and placing those proceeds into to the General Fund for public safety equipment for police and fire departments.

** Councilmember Bell made a motion to adopt Resolution No. R-2015-0031.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- f. Discussion/possible action regarding adopting Resolution No. **R-2015-0032**, accepting the 2015 City of La Marque investment policy for investment of municipal funds per Public Funds Investment.

** Councilmember Michetich made a motion to adopt Resolution No. R-2015-0032.

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

- g. Discussion/possible action authorizing the Mayor to execute grant documents of the City of La Marque's continued participation with Galveston County Auto Crimes Task Force (GCACTF) grant for FY 2015/2016.

** Councilmember Bell made a motion to authorize the Mayor to execute grant documents of the City of La Marque's continued participation with Galveston County Auto Crimes Task Force (GCACTF) grant FY 2015/2016.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- h. Discussion/possible action regarding acceptance of the 5-Year "General Plan" for Saltgrass Crossing Phase II, as recommended by Planning and Zoning Commission to for variance to lot size with requirements for a select number of lots.

** Councilmember Lane made a motion to accept the 5-year "General Plan" for Saltgrass Crossing Phase II, as recommended by the Planning & Zoning Commission for variance to lot size with requirements for a select number of lots.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**



1111 Bayou
La Marque, Texas 77568
409.938.9202

- i. Discussion/possible action authorizing City Manager to enter into a Letter of Intent with Siemens Industry Inc. for the provision of Energy Performance Contracting Services.
- ** Councilmember Lane made a motion to authorize City Manager to enter into a Letter of Intent with Siemens Industry Inc. for the provision of Energy Performance Contracting Services.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- j. Discussion/possible action regarding adopting Ordinance No. **O-2015-0024**, amending Article 3 Recreation Vehicular Parks of Chapter 41 Land Development, City of La Code of Ordinances.

** Councilmember Michetich made a motion to adopt Ordinance No. Or-2015-0024.

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

(9) AWARD OF BIDS/CONTRACTS

- a. Discussion/possible action regarding award of bid #LM 03-15 to DXI Industries, Inc. for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$40,417.72.
- ** Councilmember Bell made a motion to award bid #LM 03-15 to DXI Industries, Inc. for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$40,417.72.
- ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding award of bid #LM 04-15 to Apache Oil Company for Fuel, in the amount of \$200,000.00.

** Councilmember Michetich made a motion to award bid #LM 04-15 to Apache Oil Company for Fuel, in the amount of \$200,000.00.

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

- c. Discussion/possible action regarding award of bid #LM 05-15 to Century Asphalt, Ltd., for Hot Mix Asphalt / Cold Mix Cold Lay (CMCL) in the amount of \$27,250.00.

** Councilmember Lane made a motion to award bid #LM 05-15 to Century Asphalt, Ltd., for Hot Mix Asphalt / Cold Mix Cold Lay (CMCL) in the amount of \$27,250.00.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- d. Discussion/possible action regarding award of bid #LM 07-15 to Evoqua Water Technologies, LLC for Odor and Corrosion Control in the amount of \$90,000.00.

** Councilmember Lane made a motion to award bid #LM 07-15 to Evoqua Water Technologies, LLC for Odor and Corrosion Control in the amount of \$90,000.00

** Councilmember Bell seconded. **MOTION CARRIED UNANIMOUSLY**

- e. Discussion/possible action regarding award of bid #LM 08-15 to C & R Wastewater Division for Sludge Disposal in the amount of \$96,187.50.

** Councilmember Bell made a motion to award bid #LM 08-15 to C & R Wastewater Division for Sludge Disposal in the amount of \$96,187.50.

** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**



1111 Bayou
La Marque, Texas 77568
409.938.9202

- f. Discussion/possible action regarding award of bid #LM 09-15 to HD Supply for Water & Sewer Supplies in the amount of \$85,260.00.
** Councilmember Lane made a motion to award bid #LM 09-15 to HD Supply for Water & Sewer Supplies in the amount of \$85,260.00.
** Councilmember Bell seconded. **MOTION CARRIED UNANIMOUSLY**
- g. Discussion/possible action regarding authorizing O'Reilly Auto Parts as the City's Repair & Service Parts Supplier under the Buy Board Contract for all City Vehicles & Miscellaneous Supplies in the amount of \$34,450.00.
** Councilmember Lane made a motion to authorizing O'Reilly Auto Parts as the City's Repair & Service Parts Supplier under the Buy Board Contract for all City Vehicles & Miscellaneous Supplies in the amount of \$34,450.00.
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**
- h. Discussion/possible action regarding authorizing City Manager to enter into an agreement with JET Civil Consulting, LLC for services specific to Development Services.
** Councilmember Michetich made a motion to authorize City Manager to enter into an agreement with JET Civil Consulting, LLC for services specific to Development Services
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

(10) CITY MANAGER'S REPORT

- **Public Services**
- **Judicial**
- **Police/OEM**
- **Fire/EMS**
- **Library**
- **Financials**

There were no comments relating to the City Manager's report.

(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 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)

- a. City Council will adjourn into Executive Session as authorized in the Texas Local Government Code Section 551.071 (Consultation with City Attorney) to discuss legal elements of proposed ordinance amendments for Republic Services and or/RV Parks



1111 Bayou
La Marque, Texas 77568
409.938.9202

There was no need for City Council to enter into an Executive Session at this time.

(12) REQUESTS AND ANNOUNCEMENTS

Councilmember Brown said he appreciated everyone's hard work in the earlier workshop, it went smooth and worked out fine.

Councilmember Lane reported of the La Marque Aid & Guidance sponsoring a "Casino Night" on September 26, 2015. Tickets are being sold at this time.

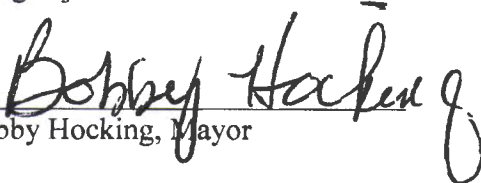
Councilmember Bell thanked the P & Z members for their work and input in the workshop earlier. Their work is really appreciated.

Mayor Hocking thanked the P & Z for their hard work and input in the earlier workshop. Congratulated the La Marque Cougars and their coaches and staff and mostly the kids on their recent win over a school that was nine times their size.

(13) ADJOURNMENT

Councilmember Lane made a motion to adjourn the Regular meeting 6:50 p.m.

Councilmember Michetich seconded. The meeting adjourned.


Bobby Hocking, Mayor

ATTEST:


Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
 Prepared by: Suzy Kou
 Department: Finance

Agenda item: 7a
 Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the award of RFP #16-01, a Depository Contract to Texas First Bank with a one (1) year term and an option to extend for one (1) additional year.

X

Attachments for reference

1. Texas First Bank proposal
2. 2014 and 2016 Fees comparison chart

STAFF BRIEFING:

- Per City Charter, the City is required to follow a bid process to select a depository contractor to serve the City.
- City published advertisement for RFP on City website and in Galveston Daily News on May 10th and May 17th 2016.
- Bids were opened on May 25, 2016 at 10:00 AM in Council Chambers.
- Texas First Bank was the only bidder responding.
- Proposed contract is pending City Attorney's review.

HISTORY:

- **May 25, 2016** – Deadline to submit bid for depository service contract.

TARGET IMPLEMENTATION: July 1, 2016

SIGNIFICANT ACTION DATES:

July 1, 2016 – Contract effective date

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, | |

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



CITY COUNCIL AGENDA FORM

procedures

STAFF'S RECOMMENDATION: Motion to award RFP **#16-01**, a Depository Contract to Texas First Bank with one (1) year term and an option to extend for one (1) additional year.

FISCAL IMPACT: N/A

**ATTACHMENT A - Proforma
CITY OF LA MARQUE
2016**

Average Ledger Balance	1,232,055.86		
Less average float	-		
Average Collected Balance	1,232,055.86		
Less reserve Requirement - 10%	123,205.59		
Investable Balance	1,108,850.27		
Earnings Credit @*	0.177%		
Monthly earnings Credit - Days	30	Days	\$ 161.31

Gross Account Earnings	\$ 161.31
LessL. Total Services Provided	\$ 890.15
Account Profit / Loss	\$ (728.83)
Amount Charged	\$ (728.83)

Service	Avg. Mo Vol.	Proposed Bank Fee	Fee Extension	Bank Explanatory Notes, if applicable
Account Services				
Master Account Maintenance Fee	1	15.000	15.00	
Subsidiary Account Maintenance	2	12.000	24.00	
ZBA Accounts Maintenance Fee Sweep	0	15.000	0.00	
ZBA Master Account	0	15.000	0.00	
ZBA Subsidiary Accounts	0	15.000	0.00	
ZBA Account Transfers			0.00	
			0.00	
Debits Posted - Checks Paid	281	0.100	28.10	
Electronic Debits	19	0.100	1.90	
Credits Posted Deposits	144	0.350	50.40	
Electronic Credits	86	0.350	30.10	
Additional DDA Statements Rendered			0.00	
Check Photocopy Retrieval			0.00	
Non-Customer CheckCashing Fee	2	0.000	0.00	
FDIC Assessment	1,232,056	0.0001233	151.90	per thousand \$ average balance
Automated Services - Balance & Detail				
Account Maintenance Fee with 45 day history		19.950	19.95	Cash Management Product
Prior Day Balance Reporting	3	0.000	0.00	included with fee above
Prior day Detail		0.000	0.00	included with fee above
Intra-day Reporting		0.000	0.00	included with fee above
Intra-day Detail		0.000	0.00	included with fee above
Online Per User Fee	4	0.000	0.00	included with fee above
Transfer Item			0.00	included with fee above
System Account Transfer Fee			0.00	included with fee above
System Client Maintenance			0.00	included with fee above
Detail item fee -Transactions Loaded			0.00	included with fee above
Check Services Maintenance			0.00	included with fee above
Email Exception Notification			0.00	included with fee above
System Special Report Fee/Statements			0.00	included with fee above
System Recon Reports/Statements			0.00	included with fee above
Deposits				
Items Deposited - Branch			0.00	
Items deposited			0.00	
On-us Items	448	0.100	44.80	
Transit Clearing	3,327	0.100	332.70	
Encoding Charge		0.000	0.00	
Branch Deposits per \$100	2,000	0.000	0.00	No cash deposit fees associated with account
Deposit Post Verification Branch			0.00	

	Avg.	Proposed	Fee	Bank Explanatory
Service	Mo Vol.	Bank	Extension	Notes, if applicable
		Fee		
Deposit Corrections		3.000	0.00	
Night Drop		0.000	0.00	
Coin Deposit		0.000	0.00	
Change Order Rolled Coin	1	0.000	0.00	
Change Order Strpped Bills	1	0.000	0.00	
Branch Deposit Adjustment			0.00	
Currency Deposit			0.00	
Currency Deposit			0.00	
Strapped currency furnished			0.00	
			0.00	
Return Check Notice Internet			0.00	
Return Item - Per item	14		0.00	
Return Item Redeposit			0.00	
Return Fax Copy			0.00	
Remote Deposit Processing				
Maintenance	2	25.000	50.00	scanners will be provided, waive fee for 3 months
Maintenance		0.000	0.00	
Transmissions		0.000	0.00	
Input detail		0.000	0.00	
On-us clearing	300	0.000	0.00	no additional charge to the account services charges
Off-us clearing	3,300	0.000	0.00	no additional charge to the account services charges
ACH Processing				
Monthly Maintenance Internet Fee	1	0.000	0.00	
Origination of file - Two Day			0.00	
Debit Received	2	0.100	0.20	
Credit Received	300	0.100	30.00	
Debits Originated		0.100	0.00	
Credits Originated		0.100	0.00	
ACH Received Item	300	0.100	30.00	
ACH Addendum Record In/Out	1	0.100	0.10	
ACH Return Items	1	6.000	6.00	
Deletions or Reversal Charges	1	0.000	0.00	
Transmission			0.00	
ACH Notification of Change				
NOC Auto Corrections	4	0.000		
Fraud Filter - Stop - Base Fee		0.000	0.00	
Fraud Filter - Review - Base Fee		0.000	0.00	
Fraud Filter - Review - Per Item		0.000	0.00	
Debit Block Maintenance		0.000	0.00	
ADA Maintenance		0.000	0.00	
ADA Authorized ID		0.000	0.00	
Notification of Change		0.000	0.00	
Positive Pay				
Monthly Maintenance (Base) Fee*	2	25 / 20	45.00	\$25 for 1st account and \$20 for each additional
Positive Pay No Recon			0.00	
Positive Pay Posted Checks	300	0.000	0.00	no additional charge to the account services charges
Positive Pay Rejects	1	0.000	0.00	
Per item charge with Partial Recon			0.00	
Per item charge without Recon			0.00	
Exception File	1		0.00	
Check Exception Return		0.100	0.00	if after cutoff (11:00 am) then \$3.00, f 2nd Day, \$29.50
Issue input without Recon			0.00	
Transmission	4	0.000	0.00	
Input File Transmittal Report			0.00	
ACH exptions (pay or return)		1.000		added line item
Reconciliation				
Monthly Maintenance (Base) Fee*			0.00	not offerred at this time
Partial Recon Monthly Maintenance			0.00	
Partial Recon with positive pay	1		0.00	

	Avg.	Proposed	Fee	Bank Explanatory
Service	Mo Vol.	Bank	Extension	Notes, if applicable
		Fee		
Transmissions			0.00	
Transmission Detail			0.00	
Stop Pays				
Stop Pay - Maintenance	1	15.000	15.00	
Stop Pays - Renewal		0.000	0.00	
Stop Pay - Automated	1	15.000	15.00	
Wire Transfers				
Monthly Maintenance*		included	0.00	included in Cash Management Product
Incoming - domestic		4.000	0.00	without Cash Management - 15.00
Outgoing - repetitive - automated		8.000	0.00	without Cash Management - 26.50
Outgoing - non-repetitive - automated		8.000	0.00	without Cash Management - 26.50
Wire Book Transfer Internet Initiated		n/a	0.00	
Online Wire Notification		n/a	0.00	
Book Debit		n/a	0.00	
Book Credit		n/a	0.00	
Safekeeping (assume \$10million in 10 cusips)				
Monthly Maintenance Custody		n/a	n/a	do not offer safekeeping
Clearing Fees		n/a	n/a	
FRB		n/a	n/a	
DTC		n/a	n/a	
Securities Received/ Del - DVP		n/a	n/a	
Safekeeping Fees		n/a	n/a	
FRB		n/a	n/a	
DTC		n/a	n/a	
Custody per \$1 million BE		n/a	n/a	
Custody Fixed Income		n/a	n/a	
Income Collection to DDA		n/a	n/a	
Income Collection - Coupons		n/a	n/a	
Income Collection - Maturities		n/a	n/a	
Stored Value Cards				offered through 3rd party Vender, SOLE
Monthly Maintenance	5	0.000	0.00	see attached Overview and Fee Schedule
Service to User			0.00	
ATM Cash Withdrawal		2.500	0.00	
Cash advance OTC		0.000	0.00	1st per pay period =0.00, thereafter \$7.00
ATM Balance inquiry		1.500	0.00	
n Replacement		10.000	0.00	
NSF			0.00	
Stop pay			0.00	
Garnishments			0.00	
PIN POS		0.000	0.00	
Signature POS		0.000	0.00	

**ATTACHMENT B - HISTORICAL RATES
CITY OF LA MARQUE, TEXAS**

Bank Name Texas First Bank

Earnings Credit Rate (ECR)		
Month/Year	Rate	Notes, if applicable
Jan-15	0.000%	90 day T-Bill avg minus 10 basis point
Feb-15	0.000%	In 2015, it was 0 for the all months.
Mar-15	0.000%	starting in April 2016, the average
Apr-15	0.000%	was .277%, therefore we paid
May-15	0.000%	.177% earnings rate.
Jun-15	0.000%	* rates are subject to change
Jul-15	0.000%	
Aug-15	0.000%	
Sep-15	0.000%	
Oct-15	0.000%	
Nov-15	0.000%	
Dec-15	0.000%	
	0.00%	

Interest Bearing Accounts		
Month/Year	Rate	Notes, if applicable
Jan-15	see note	Bal < \$2,500 s/c \$15.00
Feb-15	see note	Tiered rate structure
Mar-15	see note	Bal to \$25,000 pay .10%
Apr-15	see note	Bal from 25,000.01 to \$50,000 pay .15%
May-15	see note	Bal from 50,000.01 to \$250,000 pay .15%
Jun-15	see note	Bal > \$250,000 pay .20%
Jul-15	see note	* rates are subject to change
Aug-15	see note	
Sep-15	see note	
Oct-15	see note	
Nov-15	see note	
Dec-15	see note	
	#DIV/0!	

Money Market Accounts		
Month/Year	Rate	Notes, if applicable
Jan-15	0.100%	
Feb-15	0.100%	
Mar-15	0.100%	
Apr-15	0.100%	
May-15	0.100%	
Jun-15	0.100%	
Jul-15	0.100%	
Aug-15	0.100%	
Sep-15	0.100%	
Oct-15	0.100%	
Nov-15	0.100%	
Dec-15	0.100%	
	0.10%	

Sweep Alternative(s)		
Month/Year	Rate	Notes, if applicable
Jan-15	0.100%	
Feb-15	0.100%	
Mar-15	0.100%	
Apr-15	0.100%	
May-15	0.100%	
Jun-15	0.100%	
Jul-15	0.100%	
Aug-15	0.100%	
Sep-15	0.100%	
Oct-15	0.100%	
Nov-15	0.100%	
Dec-15	0.100%	
	0.10%	

ATTACHMENT A - Proposed Fees
CITY OF LA MARQUE
2016 and 2014 Fees Comparison

Service	Unit Basis	Avg. Mo Vol.	Texas First 2016		Texas First 2014	
			Proposed	Fee	Current	Fee
			Bank	Extension	Bank	Extension
			Fee		Fee	
Account Services						
Master Account Maintenance Fee	Per account	1	15.000	15.00	15.00	15.00
Subsidiary Account Maintenance	Per account	2	12.000	24.00	15.00	30.00
ZBA Accounts Maintenance Fee Sweep	Per account	1	15.000	15.00	0.00	0.00
ZBA Master Account	Per account		15.000		15.00	
ZBA Subsidiary Accounts	Per account	1	15.000	15.00	15.00	15.00
ZBA Account Transfers	Per item		0.000	0.00	0.00	0.00
Debits Posted - Checks Paid	Per item	225	0.100	22.50	0.10	22.50
Electronic Debits	per item	17	0.100	1.70	0.10	1.70
Credits Posted Deposits	Per item	160	0.350	56.00	0.10	16.00
Electronic Credits	Per item	86	0.350	30.10	0.10	8.60
Additional DDA Statements Rendered	Per item				0.00	0.00
Check Photocopy Retrieval	Per item				0.00	0.00
Non-Customer CheckCashing Fee	Per item	2	0.000	0.00	0.00	0.00
FDIC Assessment	Per month - ???%		0.0001233	10.02	0.0015	121.84
Automated Services - Balance & Detail						
Account Maintenance Fee with 45 day history	Per account	1	19.950	19.95	19.95	19.95
Prior Day Balance Reporting	Per account/month		0.000	0.00		
Prior day Detail	Per item		0.000	0.00		
Intra-day Reporting	Per account/overall		0.000	0.00		
Intra-day Detail	Per item		0.000	0.00		
Online Per User Fee			0.000	0.00	0.00	0.00
Transfer Item			0.000	0.00	0.00	0.00
System Account Transfer Fee	Per item		0.000	0.00	0.00	0.00
System Client Maintenance	Per relationship		0.000	0.00	0.00	0.00
Detail item fee -Transactions Loaded	Per item		0.000	0.00	0.00	0.00
Check Services Maintenance	Per item		0.000	0.00	0.00	0.00
Email Exception Notification	Per month		0.000	0.00	0.00	0.00
System Special Report Fee/Statements	Per item		0.000	0.00	0.00	0.00
System Recon Reports/Statements	Per item		0.000	0.00	0.00	0.00
Deposits						
Items Deposited - Branch	Per deposit		0.000	0.00	0.35	0.00
Items deposited	Per item		0.000	0.00	0.10	0.00
On-us Items	Per item	283	0.100	28.30	0.10	28.30
Transit Clearing	Per item	2,745	0.100	274.50	0.10	274.50
Encoding Charge	Per item		0.000	0.00	0.00	0.00
Branch Deposits per \$100	Per item		0.000	0.00	0.00	0.00
Deposit Post Verification Branch	Per item		0.000	0.00	0.00	0.00
Deposit Corrections	Per item		3.000	0.00	3.00	0.00
Night Drop	Per item		0.000	0.00	0.00	0.00
Coin Deposit	Per deposit		0.000	0.00	0.00	0.00
Change Order Rolled Coin	Per item	1	0.000	0.00	0.00	0.00
Change Order Strpped Bills		1	0.000	0.00	0.00	0.00
Branch Deposit Adjustment			0.000	0.00	0.00	0.00
Currency Deposit	Per deposit		0.000	0.00	0.35	0.00
Currency Deposit	Per item		0.000	0.00		
Strapped currency furnished	Per item		0.000	0.00		
Return Check Notice Internet	Per item		0.000	0.00	0.00	0.00
Return Item - Per item	Per item	1	0.000	0.00	6.00	6.00

		Avg.	Proposed	Fee	Current	Fee
Service	Unit Basis	Mo Vol.	Bank	Extension	Bank	Extension
			Fee		Fee	
Return Item Redeposit			0.000	0.00	0.00	0.00
Return Fax Copy			0.000	0.00	0.00	0.00
Remote Deposit Processing						
Maintenance	Per scanner location	2	25.000	50.00	0.00	0.00
Maintenance	Per relationship	1	0.000	0.00	50.00	50.00
Transmissions	Per item	15	0.000	0.00	0.35	5.25
Input detail	Per item		0.000	0.00	0.00	0.00
On-us clearing	Per item	300	0.000	0.00	0.10	30.00
Off-us clearing	Per item	3,300	0.000	0.00	0.10	330.00
ACH Processing						
Monthly Maintenance Internet Fee	Per month	1	0.000	0.00	0.00	0.00
Origination of file - Two Day	Per file		0.000	0.00	0.00	0.00
Debit Received	Per item	17	0.100	1.70	0.10	1.70
Credit Received	Per item	160	0.100	16.00	0.10	16.00
Debits Originated	Per item		0.100	0.00	0.10	0.00
Credits Originated	Per item	2	0.100	0.20	0.10	0.20
ACH Received Item	Per item	267	0.100	26.70	0.10	26.70
ACH Addendum Record In/Out	Per item	1	0.100	0.10	0.00	0.00
ACH Return Items	Per item	1	6.000	6.00	6.00	6.00
Deletions or Reversal Charges	Per item		0.000	0.00	0.00	0.00
Transmission	Per file		0.000	0.00	0.00	0.00
ACH Notification of Change			0.000	0.00		
NOC Auto Corrections	Per item		0.000	0.00	0.00	0.00
Fraud Filter - Stop - Base Fee	Per month		0.000	0.00	0.00	0.00
Fraud Filter - Review - Base Fee	Per month		0.000	0.00	0.00	0.00
Fraud Filter - Review - Per Item	Per item		0.000	0.00	0.00	0.00
Debit Block Maintenance			0.000	0.00	0.00	0.00
ADA Maintenance	Per item		0.000	0.00	0.00	0.00
ADA Authorized ID	Per item		0.000	0.00	0.00	0.00
Notification of Change	Per item		0.000	0.00	0.00	0.00
Positive Pay						
Monthly Maintenance (Base) Fee*	Per account	2	25.000	45.00	45.00	90.00
Positive Pay No Recon			0.000	0.00		
Positive Pay Posted Checks	Per item	300	0.000	0.00	0.10	30.00
Positive Pay Rejects	Per item	1	0.000	0.00	0.10	0.10
Per item charge with Partial Recon	Per item		0.000	0.00	0.10	0.00
Per item charge without Recon	Per item		0.000	0.00	0.10	0.00
Exception File			0.000	0.00		
Check Exception Return	Per item		0.100	0.00	0.10	0.00
Issue input without Recon	Per item		0.000	0.00	0.10	0.00
Transmission	Per item		0.000	0.00	0.00	0.00
Input File Transmittal Report	Per item		0.000	0.00	0.00	0.00
ACH exeptions (pay or return)	per item		1.000	0.00		
Reconciliation						
Monthly Maintenance (Base) Fee*	Per Month		0.000	0.00		
Partial Recon Monthly Maintenance			0.000	0.00		
Partial Recon with positive pay	Per item		0.000	0.00		
Transmissions	Per Transmission		0.000	0.00		
Transmission Detail	Per item		0.000	0.00		
Stop Pays						
Stop Pay - Maintenance	Per month	1	15.000	15.00		
Stop Pays - Renewal	Per item		0.000	0.00	15.00	0.00
Stop Pay - Automated	Per item	1	15.000	15.00	15.00	15.00
Wire Transfers						
Monthly Maintenance*	Per month		0.000	0.00	0.00	0.00
Incoming - domestic	Per item		4.000	0.00	7.00	0.00
Outgoing - repetitive - automated	Per item		8.000	0.00	15.00	0.00

		Avg.	Proposed	Fee	Current	Fee
Service	Unit Basis	Mo Vol.	Bank	Extension	Bank	Extension
			Fee		Fee	
Outgoing - non-repetitive - automated	Per item		8.000	0.00	15.00	0.00
Wire Book Transfer Internet Initiated	Per item		0.000	0.00	0.00	0.00
Online Wire Notification	Per item		0.000	0.00	0.00	0.00
Book Debit	Per item		0.000	0.00	0.00	0.00
Book Credit	Per item		0.000	0.00	0.00	0.00
Safekeeping (assume \$10million in 10 cusips)						
Monthly Maintenance Custody	Per month		0.000	0.00	0.00	0.00
Clearing Fees			0.000	0.00	0.00	0.00
FRB	Per item		0.000	0.00	0.00	0.00
DTC	Per item		0.000	0.00	0.00	0.00
Securities Received/ Del - DVP	Per item		0.000	0.00	10.00	0.00
Safekeeping Fees	Per item		0.000	0.00	0.00	0.00
FRB	Per item		0.000	0.00	0.00	0.00
DTC	Per item		0.000	0.00	0.00	0.00
Custody per \$1 million BE	Per \$10M		0.000	0.00	0.00	0.00
Custody Fixed Income	Per item		0.000	0.00	0.00	0.00
Income Collection to DDA			0.000	0.00	0.00	0.00
Income Collection - Coupons	Per item		0.000	0.00	0.00	0.00
Income Collection - Maturities	Per item		0.000	0.00	0.00	0.00
Stored Value Cards	Assuming 5 cards					
Monthly Maintenance	Per item	5	0.000	0.00	0.00	0.00
Service to User			0.000	0.00	0.00	0.00
ATM Cash Withdrawal	Per item		2.500	0.00	0.00	0.00
Cash advance OTC	Per item		0.000	0.00	0.00	0.00
ATM Balance inquiry	Per item		1.500	0.00	0.00	0.00
n Replacement	per item		10.000	0.00	0.00	0.00
NSF			0.000	0.00	0.00	0.00
Stop pay			0.000	0.00	0.00	0.00
Garnishments			0.000	0.00	0.00	0.00
PIN POS			0.000	0.00	0.00	0.00
Signature POS			0.000	0.00	0.00	0.00



CITY COUNCIL AGENDA FORM

Meeting Date: 06/13/2016

Agenda item: 7b

Prepared by: Charlene Warren

Reviewed by: Carol Buttlar

Department: Emergency
Management

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of contract for CrowderGulf as primary disaster debris clearance and removal contractor.

☒

Attach for reference

1. Contract – CrowderGulf

STAFF BRIEFING:

- The City's previous contract for debris clearance and removal has expired.
- After Superstorm Sandy, FEMA modified its reimbursement schedule, utilizing a sliding scale reimbursement based upon how quickly debris operations can be completed.
- To maximize reimbursement potential, communities are often selecting two or more contractors to expedite the removal process. The quicker the removal is completed, the higher reimbursement potential.
- H-GAC, as a cooperative, provides a streamlined, **free** procurement process, assisting End Users with procuring a pre-disaster debris hauler contractor.
- These contractors are vendors with **pre-negotiated** contracts that may be activated in the event debris generated from a disaster exceeds the End User's capabilities to manage the debris internally.
- A Disaster Debris Clearance and Removal Services End User Service Request Form was submitted to H-GAC on 03/14/2016, providing pre-qualified debris hauling contractors with information about the End User (City of La Marque) to determine accurate pricing.
- Four proposals were received: Ceres, CrowderGulf, DRC, and TFR.
- Although CrowderGulf was the second lowest proposal (behind TFR by 0.7%), our longstanding relationship and quality of performance led the review committee to respectfully recommend them as our primary contractor.
- It is also our recommendation to select TFR as our secondary contractor, based not only on their pricing, but vast industry experience and proximity to the City.
- Staff recommends approval of the contracts for disaster debris clearance and removal through H-GAC to CrowderGulf and TFR, respectively, as the two lowest, qualified bids meeting specifications.
- The bid amounts are based on specifications supplied by the City of La Marque.

HISTORY:

- CrowderGulf has been the City's debris removal vendor for the last ten years.
- CrowderGulf has an outstanding reputation throughout Galveston County.
- Immediately after Hurricane Ike, CrowderGulf arrived and performed approximately \$1.6 million in debris removal.
- They fully understand the reimbursement process and made no demands for payment while the City awaited FEMA reimbursements.



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION:

- The commencement date of the contracts will be June 14, 2016 and shall remain in effect for three (3) years, with an end date of May 31, 2019.
- At that time, the City shall have the option to renew the contracts, under the same terms and conditions, for up to two (2) one-year extensions when agreed upon in writing by all parties concerned.

ACTION:

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

Cost Details:	
Actual Bid – CG	\$2,187,625.00
Estimated Expenditure	Only if disaster occurs
Acct. Name(s)	
Line Items #	
Other Funding	FEMA

STAFF'S RECOMMENDATION: Motion to approve contract for CrowderGulf as primary disaster debris clearance and removal contractor.

FISCAL IMPACT: Bid amounts are estimates should a disaster affect the City of La Marque. No funds would be expended until such time arises.

A CONTRACT BETWEEN
The City of La Marque
AND
CrowderGulf

This Contract is made and entered into by the City of La Marque, hereinafter referred to as **END USER**, having its principal place of business at 1111 Bayou Road, La Marque, TX 77568, AND CrowderGulf, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 5435 Business Parkway, Theodore, AL 36582.

WITNESSETH

WHEREAS: Through Interlocal Contracts, **H-GAC** offers governmental agencies and qualifying non-profit corporations the opportunity to participate in the **Disaster Debris Clearance and Removal Services ("Service")**. Therefore, participating **END USERS** may execute Consultant Agreements for implementation of application and services described in proposer's response and awarded by **H-GAC**. In addition, through Interstate Interlocal Contracts the Service is made available for possible participation by **END USERS** beyond Texas.

WHEREAS: The **CONTRACTOR** offers to sell **Disaster Debris Clearance and Removal Services** through the **H-GAC** Contract to **END USERS** and;

WHEREAS: The **END USER** may choose to enter into an agreement with the **CONTRACTOR** through this **Contract** as described in **CONTRACTOR'S** proposal response and acceptance of pricing provided in **CONTRACTOR'S** End User Service Request Form Response.

WHEREAS: The parties have entered into a Contract to become effective as of 06/14/2016, through 05/31/2019, (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and the **END USER** and now.

THEREFORE: The **END USER** and **CONTRACTOR** does hereby agree as follows:

• **GENERAL PROVISION ARTICLES 1 – 24** •

ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS

The Contract shall be in effect for **Disaster Debris Clearance and Removal Services** listed in H-GAC's Notice for Request for Proposals numbered **HGAC-CE-2012-10-001**, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

1. The Text of this Contract Form
2. Contract Terms and Conditions as stated herein and document titled Exhibit A
3. Proposal Specification No: **HGAC-CE-2012-10-001** titled Exhibit B
4. **END USER'S** Service Request Form and Standard Services Requested Checklist titled Exhibit C
5. **CONTRACTOR** Pricing Schedule titled Exhibit D
6. Federal Highway Administration (FHWA) contract required document – Form 1273 titled Exhibit E

ARTICLE 2: LEGAL AUTHORITY

CONTRACTOR and **END USER** warrant and represent to each other that they have adequate legal counsel and authority to enter into this **Contract**. The governing bodies, where applicable, have authorized the signatory officials to enter into this **Contract** and bind the parties to the terms of this **Contract** and any subsequent amendments thereto.

ARTICLE 3: APPLICABLE LAWS

The parties agree to conduct all activities under this **Contract** in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this **Contract**.

This **Contract** is subject to Federal Laws. The Federal laws applicable to and incorporated into this **Contract** are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES

The execution of this **Contract** and the rendering of services prescribed by this **Contract** do not change the independent status of the **END USER** or **CONTRACTOR**. No provision of this **Contract** or act of the **END USER** in performance of this **Contract** shall be construed as making **CONTRACTOR** the agent, servant or employee of the **END USER**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**, which is solely responsible for employee payrolls and claims arising therefrom.

CONTRACTOR shall notify the **END USER** of any lawsuits filed against it that if successful, would adversely affect its financial condition. A lawsuit, that includes a specific demand for an amount in excess of \$250,000 that would not be covered by insurance, shall automatically be considered a lawsuit that, if successful, would adversely affect the financial condition of the **CONTRACTOR**. Further, **CONTRACTOR** shall notify the **END USER** of the threat of a lawsuit or any actual suit filed against **CONTRACTOR** relating to this **Contract**.

ARTICLE 5: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this **Contract** or any right, title, obligation or interest it may have therein to any third party without prior written notice to the **END USER**. The **END USER** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this **Contract** regardless of any subcontract or assignment. The **END USER** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 6: TITLE NOT RESTRICTIVE

The titles assigned to the various articles of this **Contract** are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this **Contract**.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to the **END USER** under this **Contract**. **H-GAC** and **END USER**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this **Contract**.

CONTRACTOR shall maintain all records pertinent to this **Contract** for a period of **not** less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

CONTRACTOR further agrees to include in all subcontracts under this **Contract**, a provision to the effect that the subcontractor agrees that the **END USER'S** duly authorized representatives, shall, until the expiration of seven (7) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving **any** transaction relating to the subcontract.

ARTICLE 8: CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this **Contract** which are required by changes in federal law or regulations are automatically incorporated into this **Contract** without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided that if **CONTRACTOR** does not comply with such change, the **END USER** or **CONTRACTOR** may terminate this **Contract** as authorized in Article 18.

The **END USER** may, from time to time, require changes in the scope of the services of the **CONTRACTOR** to be performed hereunder. Such changes that are mutually agreed upon by and between the **END USER** and the **CONTRACTOR** in writing shall be incorporated into this **Contract**.

ARTICLE 9: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this **Contract**, which are not disposed of by agreement, shall be decided by the City's Emergency Management Coordinator of the **END USER** or his/her designee, who shall reduce a decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the City's Emergency Management Coordinator or his/her designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the City Manager of the **END USER**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the City Manager after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the City Manager to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with the **END USER'S** final decision.

ARTICLE 10: SEVERABILITY

Both parties agree that should any provision of this **Contract** be determined to be invalid or unenforceable, such determination shall not affect any other term of this **Contract**, which shall continue in full force and effect.

ARTICLE 11: FORCE MAJEURE

To the extent that either party to this **Contract** shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the **END USER**.

ARTICLE 12: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The **CONTRACTOR** agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this **Contract**; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this **Contract**.

ARTICLE 13: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

The **CONTRACTOR** agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the **END USER**, the State of Texas, and the acts and regulations of the funding entity. The **CONTRACTOR** agrees to promptly notify the **END USER** of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify the **END USER** of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the **CONTRACTOR** from the **END USER**, if any, shall be reported to local law enforcement agencies and the **END USER** within two (2) hours of discovery of any such act.

The **CONTRACTOR** further agrees to cooperate fully with the **END USER**, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 14: SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** are outline within this **Contract**, any Exhibit, Proposal Specification and Proposal Response.

ARTICLE 15: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and the **END USER**, **CONTRACTOR'S** understands and agree that it shall be liable to repay and shall repay upon demand to the **END USER**, any amounts determined by the **END USER**, its independent auditors, or any agency of State

or Federal governments to have been paid in violation of the terms of this **Contract**.

ARTICLE 16: THE COMPLETE AGREEMENT

This **Contract** consists of the **Contract** text stated herein, including any Agreement, the Proposal Specifications documents, **CONTRACTOR'S** response, including but not limited to, prices and services offered, all of which are incorporated within this **Contract** and shall constitute the complete agreement between parties hereto. All of which are either attached hereto or incorporated by reference and hereby made a part of this **Contract**, and shall constitute the complete agreement between the parties hereto. This **Contract** supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this **Contract** cannot be modified without the written consent of both parties.

ARTICLE 17: TERMINATION PROCEDURES

CONTRACTOR acknowledges that this **Contract** may be terminated under the following conditions:

A. Convenience

The **END USER** may terminate the **Contract** in whole or in part without cause at any time giving written notice by certified mail to the **CONTRACTOR** whenever for any reason the **END USER** determines that such termination is in the best interest of the **END USER**. Upon receipt of notice to termination, all services hereunder of the **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the **CONTRACTOR** shall prepare a final invoice within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice for an **END USER** pursuant to the **Contract** and to the satisfaction of the **END USER** City Manager or her designee. The **END USER** agrees to pay the **CONTRACTOR**, in accordance with the terms of the **Contract**, for services actually performed and accruing to the benefit of the **END USER** less compensation previously paid.

CONTRACTOR may cancel or terminate this **Contract** upon 30 calendar day's written notice by certified mail to the **END USER**. **CONTRACTOR** may not give notice of cancellation after it has received notice of default from the **END USER**. In the event of such termination prior to completion of this **Contract** provided for herein, the **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this **Contract**, for services actually performed and accruing to the benefit of the **END USER** less any compensation previously paid.

B. Default

If the **CONTRACTOR** fails to perform in accordance with the terms and conditions set forth in the **Contract** documents, the **END USER** may consider the **CONTRACTOR** to be in default. In this event, the **END USER** may serve written notice upon the **CONTRACTOR** of its intention to terminate the **Contract** or a portion thereof. Such notice shall contain the reasons for such intention to terminate and the **CONTRACTOR** shall have 30 calendar days after receipt to cure or provide satisfactory plan of action to cure said default. If the **CONTRACTOR** fails to cure or provide a satisfactory plan to cure, the **END USER** may issue a notice of termination.

ARTICLE 18: RENEWAL OF CONTRACT

The **END USER** reserves the right to extend this **Contract** for up to three (3) years. Should the **END USER** wish to exercise this right, it shall notify the **CONTRACTOR** no later than 60 days before the

expiration date of the current contract. In the event **CONTRACTOR** performs services after the termination date of the **Contract**, the **END USER** will have no obligation to pay for such services unless the **END USER** approves an agreement to do so, which approval shall be solely at the **END USER'S** discretion.

ARTICLE 19: GOVERNING LAW & VENUE

This **Contract** shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this **Contract** shall lie exclusively in Galveston County. Disputes between the **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. The **END USER** shall immediately notify **H-GAC** of such disputes.

ARTICLE 20: CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to the **END USER'S** order. The **CONTRACTOR** shall immediately communicate any changes of representation in written form to the **END USER**.

ARTICLE 21: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify the **END USER**, in writing, of any change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this **Contract** shall be affected in any way by such change. The **END USER** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of **Contract**.

ARTICLE 22: INDEMNIFICATION

CONTRACTOR agrees to and shall defend, indemnify, and hold the **END USER**, their employees, officers, and legal representatives harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

- **CONTRACTOR'S** and/or its agents', employees', officers', directors', **CONTRACTOR'S** or **SUB-CONTRACTOR'S** actual or alleged negligence or intentional acts or omissions;
- **END USER** and **CONTRACTOR'S** actual or alleged concurrent negligence, whether **CONTRACTOR** is immune from liability or not; and
- **END USER'S** and **CONTRACTOR'S** actual or alleged strict products liability or strict statutory liability, whether **CONTRACTOR** is immune from liability or not.

CONTRACTOR shall defend, indemnify, and hold the **END USER** harmless during the term of this agreement and for four years after this agreement terminates. **CONTRACTOR** shall not indemnify **END USER** for the **END USER'S** sole negligence.

ARTICLE 23: INSURANCE

CONTRACTOR shall maintain insurance as set forth in **Proposal Specification No: HGAC-CE-2012-10-0001** and shall provide proof of said insurance to **END USER**. Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Insurance coverage shall be in effect for the length of this **Contract** and any extensions thereof, plus number of months or days required to delivery any outstanding order after the close of this **Contract**. **CONTRACTOR** shall promptly notify the **END USER** of cancellation or changes in insurance coverage during this contract period.

ARTICLE 24: CONFIDENTIALITY

Any information transmitted between the **CONTRACTOR** and the **END USER** shall be treated as confidential and not disclosed, except for information that: (1) is or becomes available to the public other than as a result of disclosure by the other party or (2) is required to be disclosed under applicable law.

• SERVICES SPECIFIC ARTICLES 25 – 30 •

ARTICLE 25: CONTRACT PERFORMANCE

CONTRACTOR must meet the following performance criteria at all times, and to the **END USER'S** complete satisfaction. Failure to do so may be considered to be non-compliant performance and may result in **Contract** termination at **END USER'S** sole discretion.

1. **CONTRACTOR** shall maintain sufficient qualified staff to process Consultant Agreements, and to respond promptly by telephone, fax and email.
2. **CONTRACTOR** shall participate in orientation and training as may be required by **END USER**.
3. **END USER** reserves the right to request a new Sale Representative be assigned to the **Contract** (Proposal Specifications, General Terms and Condition(s)).
4. **CONTRACTOR** shall provide toll free(s) lines for access by the **END USER**.
5. **CONTRACTOR** will not in any manner whatsoever direct or encourage other **END USER** Participants to purchase contracted items by any means other than through the **H-GAC Contract**.
6. **CONTRACTOR** shall promptly respond to **END USER** inquiries.
7. **CONTRACTOR** shall refer to Exhibit A for additional terms and conditions. Where this contract is silent, or a conflict exists, refer to Exhibit A.

ARTICLE 26: AUDITS BY END USER

CONTRACTOR agrees to provide access to the **END USER** authorized personnel for auditing of **CONTRACTOR** records and payments resulting from this **Contract** and for a period extending to the completion of any activities under the terms of this **Contract**. Audits shall be arranged not less than 10 calendar days before said inspections and shall state the name(s) of persons who will be conduct audits. **CONTRACTOR** shall not incur expenses relating thereto.

ARTICLE 27: END USER SERVICE REQUEST FORM RESPONSE PRICES OFFERED BY CONTRACTOR

Prices provided by **CONTRACTOR'S** End User Service Request Form Response should be firm for the entire term of the **END USER** contract. However changes will be considered if accompanied by proper and sufficient documentation satisfactory to **END USER**.

1. Limits of Price Adjustments – Price change requests must be supported with substantive documentation

(e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **CONTRACTOR'S** actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2008 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

2. Approval of Price Changes – No price change will be allowed unless it has been reviewed and approved by the **END USER** in writing. **CONTRACTOR** must have received **END USER'S** written approval of any change prior to charging the new price or using it in any quotation prepared for an **END USER**.
3. Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial one-year term of the contract. If the contract term is extended, the **END USER** and **CONTRACTOR** will review unit prices and make adjustments based upon documented increases in costs. The **END USER** reserves the right to accept or reject any price change request within 30 calendar days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

ARTICLE 28: CHANGES OF OWNERSHIP

CONTRACTOR shall notify the **END USER** of any material changes in name, ownership or control. Such notification shall be supplied within 10 business days of such change.

ARTICLE 29: HISTORICALLY UNDERUTILIZED BUSINESS

H-GAC, acting on behalf of its **END USERS** to satisfy legislative requirements [Government Code, Chapter 2161, Subchapter D], captures data relative to participation of HUB enterprises in furnishing of products/services through **H-GAC** contracts. In that regard, **H-GAC** will require **CONTRACTOR** to furnish data relative to any of its HUB subcontractors whose services are included in the **CONTRACTOR'S** contract with **H-GAC**. **CONTRACTOR** agrees to furnish such information when requested by **H-GAC** or **END USER**.

ARTICLE 30: PUBLICITY

Any publicity released by the **CONTRACTOR** giving reference to this **Contract**, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of **END USER**.

IN WITNESS WHEREOF, the parties have caused this **Contract** to be executed by their duly authorized representatives.

Signed for the **City of La Marque, Carol Buttler:**

Printed Name/Title: **Carol J. Buttler, City Manager**

Date: _____, 2016

Attest for the **City of La Marque, Robin Eldridge:**

Name/Title: **Robin Eldridge, City Clerk**

Date: _____, 2016

Signed for **CrowderGulf** _____

Printed Name & Title: _____

Date: _____, 2016

Attest for **CrowderGulf** _____

Printed Name & Title: _____

Date: _____, 2016

Exhibit A

Contract for Disaster Debris Clearance and Removal Services

THIS CONTRACT is made this the _____ day of _____, 2016, by and between **CrowderGulf, LLC** (herein referred to as "**Contractor**") and the **City of La Marque** a political subdivision of the **State of Texas** (herein referred to as "**City**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **City** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **City**. Contracted services will only be performed when requested and as designated by the **City**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City** as set out in Section 4.7 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **City** when directed to do so by the **City**. The Contractor shall use reasonable care not to damage any **City** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the City)*:

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City** to mark these utilities but the **City** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the City)*:

The Contractor will remove structures designated for removal by and at the direction of the **City**. The Contractor agrees to remove in a timely manner all structures as determined by the **City** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **City**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **City** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **City** and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the **City**.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **City's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability

hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

- ◆ Coverage per **current City** requirements.

2.3.5 Automobile Liability:

- ◆ Coverage per **current City** requirements.

2.3.6 Comprehensive General Liability:

- ◆ Coverage per **current City** requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional three (3) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon six (6) months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice to Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a City Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the City's Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the City and Contractor. Other sites may be utilized as directed and/or approved by the City.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled "*Required Contract Provisions – – Federal-Aid Construction Contracts*" and **FEMA FACT SHEET 9580.214**, "*Debris Removal on Federal-Aid Highways*", shall apply to all work performed by the Contractor or any of its Subcontractors.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** and will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **City** and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the City. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the City and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the City, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See enclosed RFP Fee Schedule.

7.2 Billing Cycle:

The Contractor shall invoice the City on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The City agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The City will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the City and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the City for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the City and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the City for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the City. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the City.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

City: City of La Marque
1111 Bayou Road
La Marque, TX 77568
409-938-9225
c.todaro@cityoflamarque.org

8.2 Applicable Law:

The laws of the State of Texas shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held Galveston County, Texas, and the Contract shall be interpreted by the laws of Texas.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC

City of La Marque, TX

By: _____
John Ramsay

By: _____
Name:

Title: **President** _____

Title: _____

ATTEST:

ATTEST:

Wes Naile, Contracts Administrator

Name:

CROWDERGULF

(Agenda item 7b)

Due to the volume of
Exhibits B, C, D and E
copies will be provided
at Council's places on the dais

(a few copies will also be
provided at the table where the
Agenda copies are at the Council
meeting)



CITY COUNCIL AGENDA FORM

Meeting Date: 06/13/2016

Prepared by: Charlene Warren

Department: Emergency
Management

Agenda item: 7c

Reviewed by: Carol Buttlar

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of contract for TFR Enterprises as secondary disaster debris clearance and removal contractor.

X

Attach for reference

1. Contract – TFR Enterprises

STAFF BRIEFING:

- The City's previous contract for debris clearance and removal has expired.
- After Superstorm Sandy, FEMA modified its reimbursement schedule, utilizing a sliding scale reimbursement based upon how quickly debris operations can be completed.
- To maximize reimbursement potential, communities are often selecting two or more contractors to expedite the removal process. The quicker the removal is completed, the higher reimbursement potential.
- H-GAC, as a cooperative, provides a streamlined, **free** procurement process, assisting End Users with procuring a pre-disaster debris hauler contractor.
- These contractors are vendors with **pre-negotiated** contracts that may be activated in the event debris generated from a disaster exceeds the End User's capabilities to manage the debris internally.
- A Disaster Debris Clearance and Removal Services End User Service Request Form was submitted to H-GAC on 03/14/2016, providing pre-qualified debris hauling contractors with information about the End User (City of La Marque) to determine accurate pricing.
- Four proposals were received: Ceres, CrowderGulf, DRC, and TFR.
- Although CrowderGulf was the second lowest proposal (behind TFR by 0.7%), our longstanding relationship and quality of performance led the review committee to respectfully recommend them as our primary contractor.
- It is also our recommendation to select TFR as our secondary contractor, based not only on their pricing, but vast industry experience and proximity to the City.
- Staff recommends approval of the contracts for disaster debris clearance and removal through H-GAC to CrowderGulf and TFR, respectively, as the two lowest, qualified bids meeting specifications.
- The bid amounts are based on specifications supplied by the City of La Marque.

HISTORY:

- The City has no previous history with TFR Enterprises.

TARGET IMPLEMENTATION:

- The commencement date of the contracts will be June 14, 2016 and shall remain in effect for three (3) years, with an end date of May 31, 2019.



CITY COUNCIL AGENDA FORM

- At that time, the City shall have the option to renew the contracts, under the same terms and conditions, for up to two (2) one-year extensions when agreed upon in writing by all parties concerned.

ACTION:

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

Cost Details:

Actual Bid – TFR	\$2,172,037.50
Estimated Expenditure	Only if disaster occurs
Acct. Name(s)	
Line Items #	
Other Funding	FEMA

STAFF'S RECOMMENDATION: Motion to approve contract for TFR Enterprises as secondary disaster debris clearance and removal contractor.

FISCAL IMPACT: Bid amounts are estimates should a disaster affect the City of La Marque. No funds would be expended until such time arises.

A CONTRACT BETWEEN
The City of La Marque
AND
TFR Enterprises

This Contract is made and entered into by the City of La Marque, hereinafter referred to as **END USER**, having its principal place of business at 1111 Bayou Road, La Marque, TX 77568, AND TFR Enterprises, Inc. hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 601 Leander Drive, Leander, TX 78641.

WITNESSETH

WHEREAS: Through Interlocal Contracts, **H-GAC** offers governmental agencies and qualifying non-profit corporations the opportunity to participate in the **Disaster Debris Clearance and Removal Services (“Service”)**. Therefore, participating **END USERS** may execute Consultant Agreements for implementation of application and services described in proposer’s response and awarded by **H-GAC**. In addition, through Interstate Interlocal Contracts the Service is made available for possible participation by **END USERS** beyond Texas.

WHEREAS: The **CONTRACTOR** offers to sell **Disaster Debris Clearance and Removal Services** through the **H-GAC** Contract to **END USERS** and;

WHEREAS: The **END USER** may choose to enter into an agreement with the **CONTRACTOR** through this **Contract** as described in **CONTRACTOR’S** proposal response and acceptance of pricing provided in **CONTRACTOR’S** End User Service Request Form Response.

WHEREAS: The parties have entered into a Contract to become effective as of 06/14/2016, through 05/31/2019, (the “Contract”), subject to extension upon mutual agreement of the **CONTRACTOR** and the **END USER** and now.

THEREFORE: The **END USER** and **CONTRACTOR** does hereby agree as follows:

• GENERAL PROVISION ARTICLES 1 – 24 •

ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS

The Contract shall be in effect for **Disaster Debris Clearance and Removal Services** listed in H-GAC’s Notice for Request for Proposals numbered **HGAC-CE-2012-10-001**, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

1. The Text of this Contract Form
2. Contract Terms and Conditions as stated herein and document titled Exhibit A
3. Proposal Specification No: **HGAC-CE-2012-10-001** titled Exhibit B
4. **END USER’S** Service Request Form and Standard Services Requested Checklist titled Exhibit C
5. **CONTRACTOR** Pricing Schedule titled Exhibit D
6. Federal Highway Administration (FHWA) contract required document – Form 1273 titled Exhibit E

ARTICLE 2: LEGAL AUTHORITY

CONTRACTOR and **END USER** warrant and represent to each other that they have adequate legal counsel and authority to enter into this **Contract**. The governing bodies, where applicable, have authorized the signatory officials to enter into this **Contract** and bind the parties to the terms of this **Contract** and any subsequent amendments thereto.

ARTICLE 3: APPLICABLE LAWS

The parties agree to conduct all activities under this **Contract** in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this **Contract**.

This **Contract** is subject to Federal Laws. The Federal laws applicable to and incorporated into this **Contract** are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES

The execution of this **Contract** and the rendering of services prescribed by this **Contract** do not change the independent status of the **END USER** or **CONTRACTOR**. No provision of this **Contract** or act of the **END USER** in performance of this **Contract** shall be construed as making **CONTRACTOR** the agent, servant or employee of the **END USER**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**, which is solely responsible for employee payrolls and claims arising therefrom.

CONTRACTOR shall notify the **END USER** of any lawsuits filed against it that if successful, would adversely affect its financial condition. A lawsuit, that includes a specific demand for an amount in excess of \$250,000 that would not be covered by insurance, shall automatically be considered a lawsuit that, if successful, would adversely affect the financial condition of the **CONTRACTOR**. Further, **CONTRACTOR** shall notify the **END USER** of the threat of a lawsuit or any actual suit filed against **CONTRACTOR** relating to this **Contract**.

ARTICLE 5: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to the **END USER**. The **END USER** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this **Contract** regardless of any subcontract or assignment. The **END USER** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 6: TITLE NOT RESTRICTIVE

The titles assigned to the various articles of this **Contract** are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this **Contract**.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to the **END USER** under this **Contract**. **H-GAC** and **END USER**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this **Contract**.

CONTRACTOR shall maintain all records pertinent to this **Contract** for a period of **not** less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

CONTRACTOR further agrees to include in all subcontracts under this **Contract**, a provision to the effect that the subcontractor agrees that the **END USER'S** duly authorized representatives, shall, until the expiration of seven (7) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving **any** transaction relating to the subcontract.

ARTICLE 8: CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this **Contract** which are required by changes in federal law or regulations are automatically incorporated into this **Contract** without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided that if **CONTRACTOR** does not comply with such change, the **END USER** or **CONTRACTOR** may terminate this **Contract** as authorized in Article 18.

The **END USER** may, from time to time, require changes in the scope of the services of the **CONTRACTOR** to be performed hereunder. Such changes that are mutually agreed upon by and between the **END USER** and the **CONTRACTOR** in writing shall be incorporated into this **Contract**.

ARTICLE 9: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this **Contract**, which are not disposed of by agreement, shall be decided by the City's Emergency Management Coordinator of the **END USER** or his/her designee, who shall reduce a decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the City's Emergency Management Coordinator or his/her designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the City Manager of the **END USER**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the City Manager after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the City Manager to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with the **END USER'S** final decision.

ARTICLE 10: SEVERABILITY

Both parties agree that should any provision of this **Contract** be determined to be invalid or unenforceable, such determination shall not affect any other term of this **Contract**, which shall continue in full force and effect.

ARTICLE 11: FORCE MAJEURE

To the extent that either party to this **Contract** shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the **END USER**.

ARTICLE 12: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The **CONTRACTOR** agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this **Contract**; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this **Contract**.

ARTICLE 13: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

The **CONTRACTOR** agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the **END USER**, the State of Texas, and the acts and regulations of the funding entity. The **CONTRACTOR** agrees to promptly notify the **END USER** of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify the **END USER** of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the **CONTRACTOR** from the **END USER**, if any, shall be reported to local law enforcement agencies and the **END USER** within two (2) hours of discovery of any such act.

The **CONTRACTOR** further agrees to cooperate fully with the **END USER**, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 14: SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** are outline within this **Contract**, any Exhibit, Proposal Specification and Proposal Response.

ARTICLE 15: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and the **END USER**, **CONTRACTOR'S** understands and agree that it shall be liable to repay and shall repay upon demand to the **END USER**, any amounts determined by the **END USER**, its independent auditors, or any agency of State

or Federal governments to have been paid in violation of the terms of this **Contract**.

ARTICLE 16: THE COMPLETE AGREEMENT

This **Contract** consists of the **Contract** text stated herein, including any Agreement, the Proposal Specifications documents, **CONTRACTOR'S** response, including but not limited to, prices and services offered, all of which are incorporated within this **Contract** and shall constitute the complete agreement between parties hereto. All of which are either attached hereto or incorporated by reference and hereby made a part of this **Contract**, and shall constitute the complete agreement between the parties hereto. This **Contract** supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this **Contract** cannot be modified without the written consent of both parties.

ARTICLE 17: TERMINATION PROCEDURES

CONTRACTOR acknowledges that this **Contract** may be terminated under the following conditions:

A. Convenience

The **END USER** may terminate the **Contract** in whole or in part without cause at any time giving written notice by certified mail to the **CONTRACTOR** whenever for any reason the **END USER** determines that such termination is in the best interest of the **END USER**. Upon receipt of notice to termination, all services hereunder of the **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the **CONTRACTOR** shall prepare a final invoice within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice for an **END USER** pursuant to the **Contract** and to the satisfaction of the **END USER** City Manager or her designee. The **END USER** agrees to pay the **CONTRACTOR**, in accordance with the terms of the **Contract**, for services actually performed and accruing to the benefit of the **END USER** less compensation previously paid.

CONTRACTOR may cancel or terminate this **Contract** upon 30 calendar day's written notice by certified mail to the **END USER**. **CONTRACTOR** may not give notice of cancellation after it has received notice of default from the **END USER**. In the event of such termination prior to completion of this **Contract** provided for herein, the **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this **Contract**, for services actually performed and accruing to the benefit of the **END USER** less any compensation previously paid.

B. Default

If the **CONTRACTOR** fails to perform in accordance with the terms and conditions set forth in the **Contract** documents, the **END USER** may consider the **CONTRACTOR** to be in default. In this event, the **END USER** may serve written notice upon the **CONTRACTOR** of its intention to terminate the **Contract** or a portion thereof. Such notice shall contain the reasons for such intention to terminate and the **CONTRACTOR** shall have 30 calendar days after receipt to cure or provide satisfactory plan of action to cure said default. If the **CONTRACTOR** fails to cure or provide a satisfactory plan to cure, the **END USER** may issue a notice of termination.

ARTICLE 18: RENEWAL OF CONTRACT

The **END USER** reserves the right to extend this **Contract** for up to three (3) years. Should the **END USER** wish to exercise this right, it shall notify the **CONTRACTOR** no later than 60 days before the

expiration date of the current contract. In the event **CONTRACTOR** performs services after the termination date of the **Contract**, the **END USER** will have no obligation to pay for such services unless the **END USER** approves an agreement to do so, which approval shall be solely at the **END USER'S** discretion.

ARTICLE 19: GOVERNING LAW & VENUE

This **Contract** shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this **Contract** shall lie exclusively in Galveston County. Disputes between the **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. The **END USER** shall immediately notify **H-GAC** of such disputes.

ARTICLE 20: CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to the **END USER'S** order. The **CONTRACTOR** shall immediately communicate any changes of representation in written form to the **END USER**.

ARTICLE 21: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify the **END USER**, in writing, of any change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this **Contract** shall be affected in any way by such change. The **END USER** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of **Contract**.

ARTICLE 22: INDEMNIFICATION

CONTRACTOR agrees to and shall defend, indemnify, and hold the **END USER**, their employees, officers, and legal representatives harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

- **CONTRACTOR'S** and/or its agents', employees', officers', directors', **CONTRACTOR'S** or **SUB-CONTRACTOR'S** actual or alleged negligence or intentional acts or omissions;
- **END USER** and **CONTRACTOR'S** actual or alleged concurrent negligence, whether **CONTRACTOR** is immune from liability or not; and
- **END USER'S** and **CONTRACTOR'S** actual or alleged strict products liability or strict statutory liability, whether **CONTRACTOR** is immune from liability or not.

CONTRACTOR shall defend, indemnify, and hold the **END USER** harmless during the term of this agreement and for four years after this agreement terminates. **CONTRACTOR** shall not indemnify **END USER** for the **END USER'S** sole negligence.

ARTICLE 23: INSURANCE

CONTRACTOR shall maintain insurance as set forth in **Proposal Specification No: HGAC-CE-2012-10-0001** and shall provide proof of said insurance to **END USER**. Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Insurance coverage shall be in effect for the length of this **Contract** and any extensions thereof, plus number of months or days required to delivery any outstanding order after the close of this **Contract**. **CONTRACTOR** shall promptly notify the **END USER** of cancellation or changes in insurance coverage during this contract period.

ARTICLE 24: CONFIDENTIALITY

Any information transmitted between the **CONTRACTOR** and the **END USER** shall be treated as confidential and not disclosed, except for information that: (1) is or becomes available to the public other than as a result of disclosure by the other party or (2) is required to be disclosed under applicable law.

• SERVICES SPECIFIC ARTICLES 25 – 30 •

ARTICLE 25: CONTRACT PERFORMANCE

CONTRACTOR must meet the following performance criteria at all times, and to the **END USER'S** complete satisfaction. Failure to do so may be considered to be non-compliant performance and may result in **Contract** termination at **END USER'S** sole discretion.

1. **CONTRACTOR** shall maintain sufficient qualified staff to process Consultant Agreements, and to respond promptly by telephone, fax and email.
2. **CONTRACTOR** shall participate in orientation and training as may be required by **END USER**.
3. **END USER** reserves the right to request a new Sale Representative be assigned to the **Contract** (Proposal Specifications, General Terms and Condition(s)).
4. **CONTRACTOR** shall provide toll free(s) lines for access by the **END USER**.
5. **CONTRACTOR** will not in any manner whatsoever direct or encourage other **END USER** Participants to purchase contracted items by any means other than through the **H-GAC Contract**.
6. **CONTRACTOR** shall promptly respond to **END USER** inquires.
7. **CONTRACTOR** shall refer to Exhibit A for additional terms and conditions. Where this contract is silent, or a conflict exists, refer to Exhibit A.

ARTICLE 26: AUDITS BY END USER

CONTRACTOR agrees to provide access to the **END USER** authorized personnel for auditing of **CONTRACTOR** records and payments resulting from this **Contract** and for a period extending to the completion of any activities under the terms of this **Contract**. Audits shall be arranged not less than 10 calendar days before said inspections and shall state the name(s) of persons who will be conduct audits. **CONTRACTOR** shall not incur expenses relating thereto.

ARTICLE 27: END USER SERVICE REQUEST FORM RESPONSE PRICES OFFERED BY CONTRACTOR

Prices provided by **CONTRACTOR'S** End User Service Request Form Response should be firm for the entire term of the **END USER** contract. However changes will be considered if accompanied by proper and sufficient documentation satisfactory to **END USER**.

1. Limits of Price Adjustments – Price change requests must be supported with substantive documentation

(e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **CONTRACTOR'S** actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2008 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

2. Approval of Price Changes – No price change will be allowed unless it has been reviewed and approved by the **END USER** in writing. **CONTRACTOR** must have received **END USER'S** written approval of any change prior to charging the new price or using it in any quotation prepared for an **END USER**.
3. Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial one-year term of the contract. If the contract term is extended, the **END USER** and **CONTRACTOR** will review unit prices and make adjustments based upon documented increases in costs. The **END USER** reserves the right to accept or reject any price change request within 30 calendar days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

ARTICLE 28: CHANGES OF OWNERSHIP

CONTRACTOR shall notify the **END USER** of any material changes in name, ownership or control. Such notification shall be supplied within 10 business days of such change.

ARTICLE 29: HISTORICALLY UNDERUTILIZED BUSINESS

H-GAC, acting on behalf of its **END USERS** to satisfy legislative requirements [Government Code, Chapter 2161, Subchapter D], captures data relative to participation of HUB enterprises in furnishing of products/services through **H-GAC** contracts. In that regard, **H-GAC** will require **CONTRACTOR** to furnish data relative to any of its HUB subcontractors whose services are included in the **CONTRACTOR'S** contract with **H-GAC**. **CONTRACTOR** agrees to furnish such information when requested by **H-GAC** or **END USER**.

ARTICLE 30: PUBLICITY

Any publicity released by the **CONTRACTOR** giving reference to this **Contract**, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of **END USER**.

IN WITNESS WHEREOF, the parties have caused this **Contract** to be executed by their duly authorized representatives.

Signed for the **City of La Marque, Carol Buttler**:

Printed Name/Title: **Carol J. Buttler, City Manager**

Date: _____, 2016

Attest for the **City of La Marque, Robin Eldridge**:

Name/Title: **Robin Eldridge, City Clerk**

Date: _____, 2016

Signed for **TFR Enterprises** _____

Printed Name & Title: _____

Date: _____, 2016

Attest for **TFR Enterprises** _____

Printed Name & Title: _____

Date: _____, 2016

Exhibit A

Contract for Disaster Debris Clearance and Removal Services

THIS CONTRACT is made this the _____ day of _____, 2016, by and between **TFR Enterprises, Inc.** (herein referred to as "**Contractor**") and the **City of La Marque** a political subdivision of the **State of Texas** (herein referred to as "**City**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **City** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of **Services**, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the City. Contracted services will only be performed when requested and as designated by the City. The City or its appointed 3rd party representative shall determine eligible debris. It is understood that the Contractor shall not make a determination of eligibility.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the City as set out in Section 4.7 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the City when directed to do so by the City. The Contractor shall use reasonable care not to damage any City or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the City may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the City):*

The Contractor will remove ROE debris from private property with due diligence, as directed by the City. The Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the City to mark these utilities but the City does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the City):*

The Contractor will remove structures designated for removal by and at the direction of the City. The Contractor agrees to remove in a timely manner all structures as determined by the City as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance, as it relates to debris, to elected and appointed officials within the City. This service shall include Debris Program Management Assistance.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the City, including but not limited to that which is set out in Section 1.0 plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the City.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the City's negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the City, as additional insured, while working within the boundaries of the City

2.3.4 Worker's Compensation:

- ◆ Coverage per **current City** requirements.

2.3.5 Automobile Liability:

- ◆ Coverage per **current City** requirements.

2.3.6 Comprehensive General Liability:

- ◆ Coverage per **current City** requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **City** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional three (3) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon six (6) months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice to Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City Representative**. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **City**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City** and Contractor. Other sites may be utilized as directed and/or approved by the **City**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix E)**, titled "*Required Contract Provisions – – Federal-Aid Construction Contracts*" and **FEMA FACT SHEET 9580.214**, "*Debris Removal on Federal-Aid Highways*", shall apply to all work performed by the Contractor or any of its Subcontractors, if applicable.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the City and will be limited to properties located within the City legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the City and/or unscheduled passes of each area impacted by the storm event. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the City will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the City a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the City and witnessed by Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the City.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required,

the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the City following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the City.

5.10 Stumps:

All hazardous/eligible stumps identified by the City will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the City. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the City and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **City**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 *See enclosed RFP Fee Schedule.*

7.2 Billing Cycle:

The Contractor shall invoice the **City** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **City** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **City** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City**.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641
512-260-3322
tiffanyw@tfrinc.com

City: City of La Marque
1111 Bayou Road
La Marque, TX 77568
409-938-9225
c.todaro@cityoflamarque.org

8.2 Applicable Law:

The laws of the **State of Texas** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held Galveston County, Texas, and the Contract shall be interpreted by the laws of Texas.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

TFR Enterprises, LLC

City of La Marque, TX

By: _____

By: _____
Name:

Title: _____

Title: _____

ATTEST:

ATTEST:

Name:

TFR ENTERPRISES

(Agenda item 7c)

Due to the volume of
Exhibits B, C, D and E
copies will be provided
at Council's places on the dais

(a few copies will also be
provided at the table where the
Agenda copies are at the Council
meeting)



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: Gerald Grimm
Department: Fire

Agenda item: 7d
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action authorizing the City Manager to execute a contract for professional architectural services with Joseph Hoover AIA + Associate Architects for the design and project management of construction for a Westside Fire Station, Fire Administrative Headquarters and Emergency Operations Center in an amount not to exceed the lesser of six percent (6%) of the cost of construction work or \$238,185.00 in addition to allowable reimbursable expenses approved by the City

X

Attachments for reference

1. Architect and Engineering Proposal for Professional Services and Firm Brochure
2. Resolution No.2016-006 passed and adopted 03-14-2016
3. Ordinance No. 0-2016-005 passed and adopted 05-09-2016
4. Project Timeline

STAFF BRIEFING:

- Joseph Hoover AIA + Associates is based in Texas City with more than fifty six years of experience providing personal Architectural Services to the upper Texas Gulf Coast.
- The firm has amassed an impressive body of local work including, but not limited to, the Texas City Westside Fire Department Public Safety Complex; City of Dickinson Central Fire Station and Fire Administrative Headquarters; Charles T. Doyle Convention Center in Texas City; 2000 acre Galveston Island State Park; College of the Mainland Campus; Cedar Drive Village Retirement Center in La Marque; and, Galveston County Agriculture Building at Carbide Park.
- The firm's experience in the upper Gulf Coast provides a thorough understanding of all construction conditions unique to our area including contractors, the most economical construction techniques, labor conditions, material deterioration, environmental and other considerations intrinsic to this geographic area.
- Joe Hoover has provided "Pro Bono" services to the City of La Marque while preparing for this project by estimating capital project costs, assisting with the development of preliminary needs assessments, drainage considerations, and preliminary architectural sketches.
- The City Attorney will be required to approve as to form the final agreed upon contract between the City and Architect prior to execution.
- The item has been reviewed by the City Finance Director.

HISTORY:

- Resolution No. R-2016-006 authorizing publication of notice of intent to issue Certificates of Obligation to fund this capital improvement project was passed and approved by City Council on March 14, 2016.



CITY COUNCIL AGENDA FORM

- Ordinance No. O-2016-005 authorizing the issuance and sale of Tax and Revenue Certificates of Obligation to fund this capital improvement project was passed and approved by City Council and became effective on May 9, 2016.
- This capital improvement project has been a recurring priority embodied in the Fire Department annual budgetary Goals & Objectives.
- This capital improvement initiative remains part of the most recently updated “La Marque Hazard Mitigation Action Plan”.

TARGET IMPLEMENTATION: Following funding of Certificates of Obligation

SIGNIFICANT ACTION DATES:

City Council 03-14-2016 – Adoption of R-2016-006

City Council 05-09-2016 - Adoption of O-2016-005

ACTION:

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

Cost Details	
Budgeted	NA
Actual Bid	NA
Estimated Expenditure	\$238,185.00
Acct. Name(s)	Professional Services
Line Items #	47-4040-06-00
Other Funding	

STAFF’S RECOMMENDATION: Motion to authorize the City Manager to execute a contract for professional architectural services with Joseph Hoover AIA + Associate Architects for the design and project management of construction for a Westside Fire Station, Fire Administrative Headquarters and Emergency Operations Center in an amount not to exceed the lesser of six percent (6%) of the cost of construction work or \$238,185.00 in addition to allowable reimbursable expenses approved by the City.

FISCAL IMPACT: Approximately \$238,185.00



JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING + INTERIORS

March 18, 2016

Gerald Grimm
Active Fire Chief
City of La Marque
1111 Bayou
La Marque, Texas 77568

Re: Architect and Engineering Proposal for a new Fire Station and Fire Department Administration Buildings for the City of La Marque

Dear Chief Grimm,

Congratulations to you and the City of La Marque for your City of La Marque Capital Improvement Plan Implementation.

Thank you for the opportunity to provide this proposal for the Architectural and Engineering Services for the New Fire Station and Fire Department Offices.

We propose to provide you Schematic Drawings of the two buildings, a preliminary Site Master Plan, and a Colored Rendering of the proposed Fire Station and Administrative offices for a fixed fee of Four Thousand Dollars (\$4,000.).

We further propose to provide the Basic Architectural and Engineering Services on the Project for a Fee of Six Percent (6%) of the Construction Cost of the Project. The \$4,000 Fee for the Schematic Drawings will be deducted from the Six Percent Fee when the Project proceeds.

Obliviously, the Final Design of the Buildings could change from this Schematic Depiction of the structures during the Design and Design Development Stages of the Building Process.

Attached you will find a brief Firm History, Resume and a short Lists of some of the recent, and past firm projects.

Sincerely,


Joseph A. Hoover

708 FIFTH AVENUE NORTH
P.O. BOX 2426 TEXAS CITY, TX 77592-2426
PHONE: 409-945 3371 FAX: 409-945 3372 CELL: 409-502 1228
E-MAIL: hooveraia@sbcglobal.net



JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING + INTERIORS

March 19, 2016

Gerald Grimm
Active Fire Chief
City of La Marque
1111 Bayou
La Marque, Texas 77568

Re: Architect and Engineering Proposal for a new Fire Station and Fire Department Administration Buildings for the City of La Marque

Dear Chief Grimm,

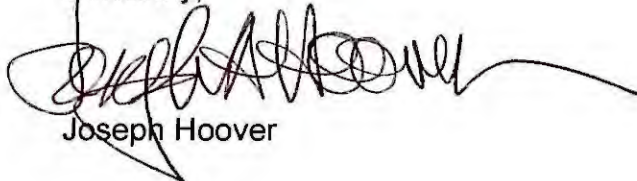
Again, thank you for the opportunity to work with you on another Fire Station Project.

Attached you will find a Firm Brochure with a listing of some of the projects we have completed over the past fifty years. With as many years as I have practiced, one accumulates quite a list. Also, included is my personal resume and a few pictures of recent projects.

One of the more recent projects completed in La Marque that you and the council may be familiar with is the County Agri Building in Carbide Park. Another local project is the Cedar Drive Village Senior Retirement Center that I happen to be the Owner of.

Please contact me if you need any additional information or financial or professional references. You may recall, if you can please the Doyles (many times over), one has accomplished a lot.

Sincerely,



Joseph Hoover

708 FIFTH AVENUE NORTH
P.O. BOX 2426 TEXAS CITY, TX 77592-2426
PHONE: 409-945 3371 FAX: 409-945 3372 CELL: 409-502 1228
E-MAIL: hooveraia@sbcglobal.net



BRIEF FIRM HISTORY

January 1, 2016, marked the beginning of our Fifty Sixth year to provide personal Architectural Services to the Upper Texas Gulf Coast. We have served many of our clients on a continuous basis for nearly the entire time. A large percentage of these projects have been renovations of existing structures, including re-roofing, mechanical, electrical and handicap accessibility.

Over ninety percent of our commissions are with previous clients. The number of awards received from The American Institute of Architects, Texas Society of Architects and Local Chapters for Outstanding Design Achievements, is an indication of the quality of our services.

During these fifty six years, we have endeavored to maintain a staff with a variety of backgrounds and education. Most of our personnel are long time employees who share our philosophy and approach to architecture. All of our work force is located at our one office in Texas City, where the firm principal can better supervise and manage staff personnel. We maintain a professional staff that is responsible for an average of over eight million dollars in construction projects per year. These projects have ranged in scope from multi-million dollar, twelve building campus for the College of the Mainland, the two thousand acre Galveston Island State Park, and the Doyle Convention Center.

Having practiced on the Gulf Coast for so many years, we have a thorough understanding of all construction conditions unique to our area including contractors, most economical construction techniques, labor conditions, material deterioration, environmental and other considerations. With our staff assignments, we have maintained a balance of design and engineering expertise.

The majority of our commissions are for either public work, educational or industrial clients where it is an absolute necessity to stay within the budget allocations and the time frame schedules for a project. Personal management of a project by one of the firm's principals is the reason for consistently fulfilling the client's requirements within the budget.

JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING INTERIORS



Our Firm carries Architects & Engineers, Professional Liability, General Liability and Workman's Comp. Insurance.



FIRM EXPERIENCE IN RELATED PROJECTS

Ninety percent of our projects are for past clients, while less than twenty percent of all Architect's projects nationwide are for repeat clients. We have been doing work for College of the Mainland on a continuous basis for over forty years.

The following is a partial list of Municipal, County, State, Federal and Utility Company Projects completed by our firm. In addition to these projects, we have completed numerous projects for the major industries, school and college districts in our area. Most recent projects in **Bold**.

1. MUNICIPAL

1.1 City of Texas City

- 1.1.1 Carver Park (Honor Award from Texas Society of Architects and Houston AIA)
- 1.1.2 Nessler Center Additions and Remodeling
- 1.1.3 Bayou Golf Club, Pro Shop and Club House
- 1.1.4 City Service Center
- 1.1.5 Senior Citizens Center
- 1.1.6 Control Laboratory and Office Building for Waste Water Treatment Plant
- 1.1.7 Historical Renovations – Davison House and Engineers House
- 1.1.8 City Hall Master Plan, Renovations and Additions
- 1.1.9 Bay Street Park, Phase 1, 2 & 3
- 1.1.10 Memorial Park on Loop 197
- 1.1.11 **Charles T. Doyle Convention Center**
- 1.1.12 **West Side Safety Complex – Fire Station #3**
- 1.1.13 Rotary Light House Interpretive Pavilion on the TC Seawall
- 1.1.14 **Showboat Pavilion**
- 1.1.15 **Carlos Garza Park Pavilion and other Park Structures**
- 1.1.16 **Texas City Museum**



FIRM EXPERIENCES IN RELATED PROJECTS

1.2 City of Humble

- 1.2.1 Criminal Justice Center (Police, Jail and Court Building)
- 1.2.2 Addition to City Hall and Library Building
- 1.2.3 Library Building

1.3 City of Clute

- 1.3.1 City Hall Addition, Police Station and Jail
- 1.3.2 Clute Community Park and Pool
- 1.3.3 Clute Park Roadwork and Parking
- 1.3.4 Clute Library (Proposed)
- 1.3.5 Clute Community Center (Proposed)

1.4 City of Alvin

- 1.4.1 Addition to Library

1.5 City of League City

- 1.5.1 Control Building for Treatment Plant
- 1.5.2 Chemical Building for Treatment Plant
- 1.5.3 Blower Building for Treatment Plant
- 1.5.4 Dewatering Building for Treatment Plant
- 1.5.5 Laboratory Building for Waste Water Treatment Plant
- 1.5.6 Water Department Office Building in an Elevated Water Tower
- 1.5.7 City Vehicle Maintenance, Street, Stormwater and Engineering Complex
- 1.5.8 League City Animal Shelter

JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING INTERIORS



1.6 City of Pasadena

1.6.1 Quarantine Building for the Animal Shelter

1.7 City of Dickinson

1.7.1 **Central Fire Station**

1.7.2 City Maintenance Facility



2. COUNTY

2.1 Galveston County

- 2.1.1 County Courthouse Renovations, Galveston, Texas
- 2.1.2 North County Offices and Emergency Disaster Center, Dickinson, Texas
- 2.1.3 West County Courthouse, Santa Fe, Texas
- 2.1.4 County Animal Shelter, Texas City, Texas
- 2.1.5 Tremont County Building Remodeling, Galveston, Texas
- 2.1.6 League City Courthouse Annex Renovation
- 2.1.7 Texas City Courthouse Annex Renovations
- 2.1.8 West County Building Renovations
- 2.1.9 Rodeo Arena Cover for Jack Brooks Park
- 2.1.10 **Agriculture Extension Building for the County of Galveston**

3. STATE OF TEXAS

- 3.1 Texas Employment Commission Office Building
Texas City, Texas
- 3.2 Galveston Island State Park for the Department of Texas Parks and Wildlife
Galveston, Texas
- 3.3 Area Office Building for the Texas Department of Public Safety
Humble, Texas

JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING INTERIORS

3.4 The University of Texas Medical Branch

- 3.4.1 Hospital Central Supply Warehouse for the Medical Branch of Galveston, Texas
- 3.4.2 Emergency Generation Room for Administration Office Building
- 3.4.3 Machinist and Labor Building
- 3.4.4 Other Miscellaneous Repairs and Retrofitting on Campus Facilities



4. FEDERAL GOVERNMENT

- 4.1 Modernization of Housing Units for the Texas City Housing Authority,
Texas City, Texas (Projects 1, 2 & 3, 80 Units Each)
- 4.2 Contract Administration for Turn Key Project, Housing authority of the
City of Texas City, Texas (50 Units)
- 4.3 Contract Administration of Elderly Units for Texas City, for NHB Development Corporation
Texas City, Texas (50 Units)
- 4.4 Mezzanine High Bay Building 44, Remodeling
NASA – Johnson Space Center, Houston, Texas
- 4.5 United States Post Office
Jefferson, Texas
- 4.6 United States Post Office
Clute, Texas
- 4.7 United States Post Office
Santa Fe, Texas
- 4.8 Modernization of Housing Units for the Texas City Housing Authority
Site "B", TEX 32-2

JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING INTERIORS



Design Abilities

Joseph Hoover, AIA + Associates have developed a design philosophy over the years that is reflected in structures that are sensitive to the regional character and environment. The firm has been cited for outstanding design achievement by receiving the following design awards:

Design Awards

American Institute of Architects
Texas Society of Architects/Honor Awards Program
1974 – Honor Award – Carver Park

American Institute of Architects
Houston Chapter/Honor Awards Program
1974 – First Honor Award – Carver Park

American Institute of Architects
Houston Chapter/Honor Awards Program
1970 – Honorable Mention – Architect's Office

American Institute of Architects
Texas Society of Architects/Honor Awards Program
1970 – Honor Award – Architect's Office

American Institute of Architects
House & Home – Time & Life Magazines
Homes for Better Living Awards
1962 – Honorable Mention – Bailey Home

American Institute of Architects
Northeast Texas Chapter/Design Awards Program
1961 – Award of Commendation – Merchant Built House

American Institute of Architects
Northeast Texas Chapter/Design Awards Program
1961 – Award of Commendation - Marshall Lakeside Country Club

PUBLICATIONS

Firm has been featured in such leading Architectural Publications as "The Texas Architect", "House and Home" and "Architectural Design".



JOSEPH HOOVER AIA + ASSOCIATES
ARCHITECTURE + PLANNING + INTERIORS

RESUME

Joseph A. Hoover AIA

EDUCATION:

Mr. Hoover is a Graduate of the University Of Texas School Of Architecture, Class of 1957. He was awarded a scholarship from the Texas Clay Products Association for the Outstanding Fourth-year Student, competing with all the Architectural Schools in the State of Texas.

He was inducted into the Texas School of Architecture Honorary Society, The Sphinx Club.

He was inducted into his High School Alumni Hall Of Honor.

He has completed postgraduate courses in Real Estate, Computer Aided Drawing, and Structures from the University of Houston and the College of the Mainland.

COMMUNITY:

Mr. Hoover has been a member of the Board of Directors and stockholder of Mainland Bank for Forty Five years.

He has served as a member of the Board and President of the Texas City-La Marque Chamber of Commerce, The Bay Area Council of the Boy Scouts of America, and the Texas City Rotary Club.

He is President of the Texas City Rotary Foundation.

He is a Board Member of the Texas City Independent School District Foundation for the Future.

He has served the community on many other Boards and activities.

PROFESSIONAL:

JOSEPH HOOVER AIA + ASSOCIATES - ARCHITECTURE+PLANNING+INTERIORS

Mr. Hoover is a Registered Architect, Texas #2498.

He is a member of The American Institute of Architects, Houston Chapter, and the Texas Society of Architects.

He has been cited in Design Awards Programs sponsored by the American Institute of Architects, the Texas Society of Architects, the Houston Chapter, AIA and the North East Texas Chapter, AIA, for his outstanding design work.

After working for large Architectural firms in Austin and Houston, in 1960, Mr. Hoover started his own firm. The firm is now in the fifty- fifth year of providing personal professional architectural services to the Upper Texas Gulf Coast. Many of the firm's clients have been served on a continuous basis for over the fifty plus years. The commitment to have personal

708 FIFTH AVENUE NORTH

P.O. BOX 2426 TEXAS CITY, TX 77592-2426

PHONE: 409-945 3371 FAX: 409-945 3372 E-MAIL: hooveraia@sbcglobal.net

"hands on" involvement by Hoover in every project the firm produces has resulted in multi-millions of dollars' worth of construction projects for the State of Texas, Galveston County, numerous cities, college and school districts, industrial and the private sector. Over ninety percent of the firm projects are for repeat clients. He has successfully completed sixteen projects for the Housing Authority of the City of Texas City over the past years, including multi-family, turnkey, elderly and scattered site housing.

REPRESENTATIVE RECENT PROJECTS OF FIRM
Representative List of Projects in recent years

Texas City Museum
City of Texas City
Texas City, Texas
Cost \$2,600,000.

Agriculture Extension Office for the County Of Galveston
Carbide Park
La Marque, Texas
Cost \$3,500,000

Carlos Garza City Park
City of Texas City
Texas City, Texas
Cost \$3,000,000.

Safety Council Of Texas City Remodeling
Texas City, Texas
Cost \$1,500,000.

Oak Tree Village
A 36 Unit Retirement Development for Independent Seniors
Dickinson, Texas
Construction Completed 2009
Cost \$4,000,000.

Cedar Drive Village
A 36 Unit Retirement Development for Independent Seniors
La Marque, Texas
Cost \$3,500,000.

Siena Trails Apartments (Construction Phase Services)
176 Luxury Multi-Family Apartments
Beaumont, Texas
Completed 2009
\$10,533,000.

The Huntington Apartments (Construction Phase Services)
180 Apartment Units
Buda, Texas
Cost \$11,000,000

708 FIFTH AVENUE NORTH
P.O. BOX 2426 TEXAS CITY, TX 77592-2426
PHONE: 409-945 3371 FAX: 409-945 3372 E-MAIL: hooveraia@sbcglobal.net

Allegre Point Apartments (Construction Phase Services)
184 Tax Credit Apartment Units
Austin, Texas
Cost \$15,000,000.

Briarbend Apartments (Construction Phase Services)
40 Single Family Homes, Tax Credit Project
Beaumont, Texas
Cost \$5,000,000.

Doyle Convention Center
Phoenix Drive
Texas City, Texas
Cost \$6,500,000

West Side Safety Complex
Fire Station #3 for Texas City and
Public Service Careers Facility for the College of the Mainland
Amburn Road, Texas City, Texas
Cost \$2,230,000

Renovation of the League City Annex Building for the County of Galveston
176 Pecan League City, Texas
Cost \$699,700

College of the Mainland
1200 Amburn Road, Texas City, Texas
Completed 1969 through 2011
Costs \$30,000,000, 12 Structures, Numerous Renovations and Additions

ADDITIONAL INFORMATION

Over the past fifty years, we have successfully completed projects for a number and variety of clients on the Gulf Coast. Listed are a few selected repeat clients.

- **State of Texas – 3 projects**
- **Galveston County – 9 projects**
- **Galveston County Water Authority – 4 projects**
- **University of Texas Medical Branch– 4 projects**
- **United States Federal – 8 projects**
- **City of Texas City – 15 projects**
- **Housing Authority of the City of Texas City – 16 projects**
- **City of Humble – 3 projects**
- **City of Clute – 5 projects**
- **City of League City – 8 projects**
- **College of the Mainland – 16 projects**
- **Dickinson ISD – 12 projects**
- **Texas City ISD – 6 projects**
- **Texas First Bank – 8 projects**
- **Southwestern Bell Telephone – 9 projects**
- **Texas New Mexico Power Company (Now First Choice) – 14 projects**
- **Monsanto – 10 projects**
- **Mainland Bank- 5 projects**
- **Numerous other projects for Industry, Banks, Credit Unions, Cities, etc.**

708 FIFTH AVENUE NORTH
P.O. BOX 2426 TEXAS CITY, TX 77592-2426
PHONE: 409-945 3371 FAX: 409-945 3372 E-MAIL: hooveraia@sbcglobal.net



TEXAS AGRI EXTENSION BUILDING
FOR GALVESTON COUNTY

LaMarque, Texas

JOSEPH HOOVER A | A + ASSOCIATES
ARCHITECTURE + PLANNING + INTERIORS





DOYLE CONVENTION CENTER

Texas City, Texas



JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE + PLANNING + INTERIORS





CARLOS GARZA SPORTS COMPLEX
Texas City, Texas

JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE+PLANNING+INTERIORS





TEXAS CITY MUSEUM
Texas City, Texas

JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE+PLANNING+INTERIORS





CARVER PARK

Texas City, Texas

Design Awards:

American Institute of Architects
Texas Society of Architects/Honor Awards Program
1974 - Honor Award - Carver Park

American Institute of Architects
Houston Chapter/Honor Awards Program
1974 - Honorable Mention - Carver Park

JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE+PLANNING+INTERIORS





COLLEGE OF THE MAINLAND
Texas City, Texas

JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE+PLANNING+INTERIORS





PUBLIC SERVICE CAREERS BUILDING
FOR THE COLLEGE OF THE MAINLAND
Texas City, Texas

JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE+PLANNING+INTERIORS





OAK TREE VILLAGE
INDEPENDENT SENIOR LIVING COMPLEX
Dickinson, Texas

JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE+PLANNING+INTERIORS





CEDAR DRIVE VILLAGE
INDEPENDENT SENIOR LIVING COMPLEX
La Marque, Texas

JOSEPH HOOVER A I A + ASSOCIATES
ARCHITECTURE+PLANNING+INTERIORS



LA MARQUE FIRE DEPARTMENT

ESTIMATED CAPITAL PROJECT TIMELINE

PREPARED BY GERALD GRIMM

April 5, 2016

Fire Administrative Headquarters / EOC & Westside Fire Station

The following estimated timeline for the completion of the Westside Fire Department Public Safety Facilities was developed in coordination with Mr. Joe Hoover, Architect, who has previous experience in the design and construction of fire department facilities:

2016

- June 9th Funding of Certificates of Obligation (Provided by Suzy)
- June 13th City Council Award of Architectural Services Contract
- September 30 Design and Bid Documents Completed
- October 21st Plans Review and Approvals Finalized
- October 24th Advertisement of “Notice of Invitation to Bid” Published
- October 28th Pre-Bid Meeting with Prospective Contractors
- November 23rd Sealed Bid Packets Opened
- December 12th City Council Award of Construction Bid
- Ground Breaking TBD by Architect and City
- Project Completion Estimated at 9 – 12 Months Following Ground Breaking

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]

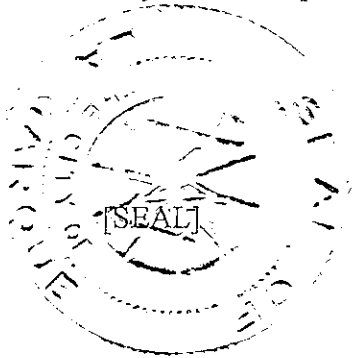
PASSED AND APPROVED on this the 14th day of March, 2016.

Robin Eldridge

City Clerk
City of La Marque, Texas

Bobby Hahuf

Mayor
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): Keith Bell, 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:

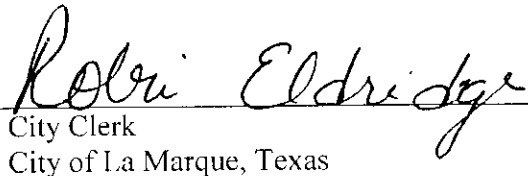
AYES: 4 Members shown present voted "Aye."

NOES: 0 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.



City Clerk
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

ORDINANCE NO. O-2016-005

AUTHORIZING THE
ISSUANCE OF

CITY OF LA MARQUE, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2016

Adopted: May 9, 2016

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1.	Definitions.....	2
Section 1.2.	Findings.....	4
Section 1.3.	Table of Contents, Titles, and Headings.....	4
Section 1.4.	Interpretation.....	4

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1.	Tax Levy.....	4
Section 2.2.	Debt Service Fund.....	5
Section 2.3.	Pledge of Revenues.....	5

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1.	Authorization.....	5
Section 3.2.	Date, Denomination, Maturities, and Interest.....	6
Section 3.3.	Medium, Method, and Place of Payment.....	6
Section 3.4.	Execution and Registration of Certificates.....	7
Section 3.5.	Ownership.....	8
Section 3.6.	Registration, Transfer, and Exchange.....	9
Section 3.7.	Cancellation.....	9
Section 3.8.	Replacement Certificates.....	10
Section 3.9.	Book-Entry-Only System.....	11
Section 3.10.	Successor Securities Depository; Transfer Outside Book-Entry- Only System.....	11
Section 3.11.	Payments to Cede & Co.....	12

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1.	Limitation on Redemption.....	12
Section 4.2.	Optional Redemption.....	12
Section 4.3.	Mandatory Sinking Fund Redemption.....	12
Section 4.4.	Partial Redemption.....	13

Section 4.5.	Notice of Redemption to Owners.	13
Section 4.6.	Payment Upon Redemption.	14
Section 4.7.	Effect of Redemption.	14
Section 4.8.	Lapse of Payment.	15

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1.	Appointment of Initial Paying Agent/Registrar.	15
Section 5.2.	Qualifications.	15
Section 5.3.	Maintaining Paying Agent/Registrar.	15
Section 5.4.	Termination.	16
Section 5.5.	Notice of Change to Owners.	16
Section 5.6.	Agreement to Perform Duties and Functions.	16
Section 5.7.	Delivery of Records to Successor.	16

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	Form Generally.	16
Section 6.2.	Form of the Certificates.	17
Section 6.3.	CUSIP Registration.	23
Section 6.4.	Bond Insurance.	23
Section 6.5.	Legal Opinion.	23

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1.	Sale of Certificates.	24
Section 7.2.	Control and Delivery of Certificates.	24
Section 7.3.	Deposit of Proceeds.	24
Section 7.4.	Official Statement.	25

ARTICLE VIII

QUALIFIED TAX-EXEMPT OBLIGATIONS

Section 8.1.	Qualified Tax-Exempt Obligations.	25
--------------	--	----

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1.	Payment of the Certificates.	25
--------------	-----------------------------------	----

(ii)

Section 9.2.	Other Representations and Covenants.	25
Section 9.3.	Provisions Concerning Federal Income Tax Exclusion.	26

ARTICLE X

DISCHARGE

Section 10.1.	Discharge.	28
---------------	-----------------	----

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.1.	Annual Reports.	28
Section 11.2.	Specified Event Notices.	29
Section 11.3.	Limitations, Disclaimers and Amendments.	30

ARTICLE XII

MISCELLANEOUS

Section 12.1.	Changes to Ordinance.	31
Section 12.2.	Partial Invalidity.	32
Section 12.3.	Repealer.	32
Section 12.4.	Individuals Not Liable.	32
Section 12.5.	Related Matters.	32
Section 12.6.	Force and Effect.	32

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

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the "Act"), the City of La Marque, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City's water, sewer and waste water system (the "System") in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$10,000,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on May 9, 2016; and

WHEREAS, no petition of any kind has been filed with the City Clerk, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance 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, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

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

“Bond Counsel” means Bracewell LLP.

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

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2016” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of La Marque, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended.

“Dated Date” means June 1, 2016.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access system.

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

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being June 1 and December 1 of each year, commencing on December 1, 2016.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially BOKF, N.A. or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.6(a) of this Ordinance.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“System” as used in this Ordinance means the City’s water, sewer and wastewater system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for

redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

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

Section 1.3. Table of Contents, Titles, and Headings.

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

Section 1.4. Interpretation.

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

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

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

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

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

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

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

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2016, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

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

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed One Thousand Dollars (\$1,000) are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2016" are hereby authorized to be issued and delivered in accordance with the

Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$9,760,000 for 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.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered 1-1.

(b) The Certificates shall mature on dates and in the principal amounts set forth in the following schedule:

<u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
12/1/2018	\$235,000	3.000%	12/1/2031	\$ 330,000	2.750%
12/1/2019	240,000	3.000	12/1/2032	340,000	2.750
12/1/2020	245,000	3.000	12/1/2033	350,000	3.000
12/1/2021	255,000	3.000	12/1/2034	360,000	3.000
12/1/2022	260,000	3.000	12/1/2035	370,000	3.000
12/1/2023	270,000	3.000	12/1/2036	385,000	3.000
12/1/2024	280,000	3.000	***	***	***
12/1/2025	285,000	3.000	12/1/2038	800,000	3.000
12/1/2026	295,000	2.000	***	***	***
12/1/2027	300,000	2.000	12/1/2041	1,295,000	3.000
12/1/2028	305,000	2.250	***	***	***
12/1/2029	315,000	2.500	6/1/2046	1,925,000	3.125
12/1/2030	320,000	2.500			

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to

each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

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

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

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

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

Section 3.4. Execution and Registration of Certificates.

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

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

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

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the City Clerk of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Initial Purchaser registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.5. Ownership.

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

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

Section 3.6. Registration, Transfer, and Exchange.

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

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

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

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

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

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

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

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

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

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

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

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

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

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

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

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

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hercof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the

event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after December 1, 2026, in whole or from time to time in part before their respective scheduled maturity dates, on December 1, 2025, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as "Term Certificates" in the form of Certificate contained in Section 6.2(a) ("Term Certificates"), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund redemption amounts within a Term Certificate) and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

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

(b) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

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

Section 4.6. Payment Upon Redemption.

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

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

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to

bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, N.A., Austin, Texas, as its initial registrar and transfer agent (the "Paying Agent/Registrar") to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(c) The City hereby approves and the Mayor or Mayor Pro Tem and the City Clerk are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section 5.2. Qualifications.

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

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a

successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

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

Section 5.6. Agreement to Perform Duties and Functions.

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

Section 5.7. Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

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

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

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

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
GALVESTON COUNTY

CITY OF LA MARQUE, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2016

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % _____ June 9, 2016 _____

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

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest

to be paid semiannually on June 1 and December 1 of each year, commencing on December 1, 2016.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of BOKF, N.A., Austin, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated the Dated Date and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$9,845,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with the construction of improvements to and the rehabilitation and equipment of the City's water, sewer and wastewater system, the construction and equipment of a public safety building, the cost of professional services incurred in connection therewith and the costs of issuing the Certificates.

The City has reserved the right to redeem the Certificates maturing on and after December 1, 2026, in whole or from time to time in part before their respective scheduled maturity dates, on December 1, 2025, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the

Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

Certificates maturing on December 1, 2038, December 1, 2041 and December 1, 2046 (the "Term Certificates") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

\$800,000 Term Certificates Maturing December 1, 2038

December 1, 2037	\$395,000
December 1, 2037 (Maturity)	\$405,000

\$1,295,000 Term Certificates Maturing December 1, 2041

December 1, 2039	\$420,000
December 1, 2040	\$430,000
December 1, 2041 (Maturity)	\$445,000

\$1,925,000 Term Certificates Maturing June 1, 2046

December 1, 2042	\$460,000
December 1, 2043	\$475,000
December 1, 2044	\$490,000
December 1, 2045	\$250,000
June 1, 2046 (Maturity)	\$250,000

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration

books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

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

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

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the

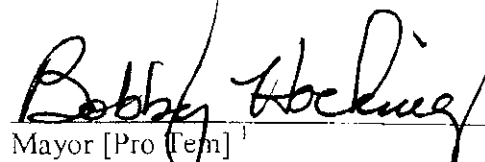
interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's water, sewer and wastewater system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Clerk, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.



City Clerk
City of La Marque, Texas



Mayor [Pro Tem]¹
City of La Marque, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

¹ Delete of the Mayor executes the Initial Certificate

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

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

Authorized Signatory

(c) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP _____" deleted; and

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

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, managed by S&P Capital IQ on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Bond Insurance.

If bond insurance is obtained by the Initial Purchaser (hereinafter defined), the Certificates may bear an appropriate legend as provided by the insurer.

Section 6.5. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Clerk of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to Robert W. Baird & Co. (the "Initial Purchaser") for a purchaser price equal to the principal amount thereof plus a cash premium of \$97,100.95, being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance delivery of the Certificates.

Section 7.2. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.3. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Certificate proceeds in the amount of \$9,700,840.00 shall be used for the purposes set forth in Section 3.1.

(b) The amount of \$156,260.95, consisting of Certificate proceeds in the amount of \$59,160.00 plus premium received from the sale of the Certificates in the amount of \$97,100.95, shall be used to pay the costs of issuance.

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be used for the purposes described in subsection (a) above.

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and is deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934. The City hereby authorizes the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

QUALIFIED TAX-EXEMPT OBLIGATIONS

Section 8.1. Qualified Tax-Exempt Obligations.

The City hereby designates the Certificates as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2016, including the Certificates, that have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations that will be issued by the City during calendar year 2016, including the Certificates, will not exceed \$10,000,000. For purposes of this Section, the term "tax-exempt obligation" does not include (i) "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 9.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will

promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

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

Section 9.3. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Certificates be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation of or failure to satisfy any applicable provision of Section 103 and 141 through 150 of the Code and the Regulations promulgated thereunder. In particular, the City covenants and agrees to comply with each requirement of this Section 9.3; provided, however, that the City will not be required to comply with any particular requirement of this Section 9.3 if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or (ii) compliance with some other requirement set forth in this Section 9.3 will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 9.3.

(b) No Private Use or Payment and No Private Loan Financing. The City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

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

(e) No-Arbitrage Covenant. The City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

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

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

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their

complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(i) Registration. The Certificates will be issued in registered form.

(j) Deliberate Action. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such remedial action, and an opinion of Bond Counsel is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 9.3 will survive the defeasance and discharge of the Certificates for so long as such matters are relevant to the exclusion from gross income of interest on the Certificates for federal income tax purposes.

ARTICLE X

DISCHARGE

Section 10.1. Discharge.

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

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.1. Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2016, financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 4, 6, 7 and 9 through 12, and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements when they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and

audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 11.2. Specified Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.1 of this Ordinance by the time required by such Section.

Section 11.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 12.2. Partial Invalidity.

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

Section 12.3. Repealer.

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

Section 12.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 12.6. Force and Effect.

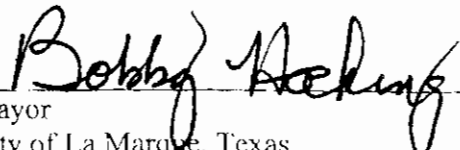
This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 9th day of May, 2016.



City Clerk
City of La Marque, Texas



Mayor
City of La Marque, Texas

[SEAL]

*Signature Page to Ordinance Authorizing Issuance of
City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2016*

LA MARQUE FIRE DEPARTMENT

ESTIMATED CAPITAL PROJECT TIMELINE

PREPARED BY GERALD GRIMM

April 5, 2016

Fire Administrative Headquarters / EOC & Westside Fire Station

The following estimated timeline for the completion of the Westside Fire Department Public Safety Facilities was developed in coordination with Mr. Joe Hoover, Architect, who has previous experience in the design and construction of fire department facilities:

2016

- June 9th Funding of Certificates of Obligation (Provided by Suzy)
- June 13th City Council Award of Architectural Services Contract
- September 30 Design and Bid Documents Completed
- October 21st Plans Review and Approvals Finalized
- October 24th Advertisement of "Notice of Invitation to Bid" Published
- October 28th Pre-Bid Meeting with Prospective Contractors
- November 23rd Sealed Bid Packets Opened
- December 12th City Council Award of Construction Bid
- Ground Breaking TBD by Architect and City
- Project Completion Estimated at 9 – 12 Months Following Ground Breaking



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: Les Rumburg
Department: Development Services

Agenda item: 8a&9a
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2016-006**, approving a rezoning classification from R-1 Residential to C-1 General Commercial, as recommended by the Planning and Zoning Commission, for a 21.39-acre portion of a 217.0-acre tract, described as ABST 2 SF AUSTIN LEAGUE (south of Mitchell, east of FM 2004). **THIS IS THE SECOND AND FINAL READING.**

☒ X

Attachments for reference

1. Ordinance
2. Metes and Bounds
3. Map of Location
4. Sketch Plan
5. Recommendation letter from Planning and Zoning Commission
6. Planning and Zoning Minutes for April 12, 2016
7. Re-Zoning request application and receipt

STAFF BRIEFING:

- The Planning and Zoning Commission discussed at regular meeting of April 12, 2016.
- Property is currently zoned R-1 Residential.
- Lennar Homes of Texas wishes to separate 21.39 acres from a 217.0 acre tract - the remainder to remain in Single Family Residential zone classification.
- Upon approval of re-zone, owner plans to develop a “high-end” RV resort to include amenities such as a recreation building, swimming pool and lake.
- The Planning & Zoning Commission voted to forward item to City Council with a favorable recommendation based on the configuration and public input received.
- City Attorney has reviewed.

HISTORY:

- **February 10, 2016**, Robert Santini from Lennar Homes of Texas, completed planning and zoning application.
- **April 6, 2016**, rezoning classification fees are paid.
- **April 12, 2016**, Planning and Zoning Commission held a regular meeting/public hearing and approves and forwards to City Council a favorable recommendation to change the zoning classification from R-1 Residential to C-1 General Commercial.

TARGET IMPLEMENTATION: May 9, 2016

SIGNIFICANT ACTION DATES:

- **February 10, 2016** - Robert Santini from Lennar Homes of Texas, completed planning and zoning application.
- **April 6, 2016** - rezoning classification fees are paid.



CITY COUNCIL AGENDA FORM

- **April 12, 2016** - Planning and Zoning Commission held a regular meeting/public hearing and approved and forwarded to City Council a favorable recommendation to change the zoning classification from R-1 Residential to C-1 General Commercial.
- **May 13, 2016** – City Council approved the Ordinance to rezone on the first reading.

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other- recommendation to approve | |
| ☒ 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 approve Ordinance No. **O-2016-2006**, for a rezoning classification from R-1 Residential to C-1 General Commercial, as recommended by the Planning and Zoning Commission, of a 21.39 acre portion of a 217.0-acre tract, described as ABST 2 SF AUSTIN LEAGUE (south of Mitchell, east of FM 2004). **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: Additional property taxes

ORDINANCE NO. O-2016-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM S-1 SINGLE FAMILY RESIDENTIAL TO C-1 (GENERAL COMMERCIAL), OF 21.39 ACRES OF LAND IN THE S.F. AUSTIN LEAGUE, ABSTRACT 2, GALVESTON COUNTY, TEXAS, AND BEING A PORTION OF THE 217.0 ACRE TRACT DESCRIBED IN DEED FROM HLL LAND ACQUISITIONS OF TEXAS, L.P. AND HLL II LAND ACQUISITIONS OF TEXAS L.P. TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. RECORDED UNDER FILE NO. 2008-033075, IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY, TEXAS AND MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF, AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005, BY ORDINANCE NUMBER 953; CONTINGENT UPON PROPERTY OWNER DEVELOPING SAID PROPERTY IN ACCORDANCE WITH PROPOSED RECREATIONAL VEHICLE PARK SITE PLAN WITHIN A TWELVE MONTH PERIOD FOLLOWING COUNCIL APPROVAL OF THE RE-ZONE

WHEREAS, the tract of land described as the 21.39 acres of land in the S.F. Austin league, abstract 2, Galveston County, Texas, and being a portion of the 217.0 acre tract described in deed from HLL Land Acquisitions of Texas, L.P., and HLL II Land Acquisitions of Texas L.P. to Lennar Homes of Texas Land and Construction, LTD., same property more fully described by metes and bounds as found on EXHIBIT "A" attached hereto; (the "Property") generally situated in the corporate city limits of the City of La Marque, Texas (the "City") made part hereof for all purposes; and

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

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

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

WHEREAS, the request for amendment to the zoning boundaries was submitted together with the required fees to the administrative official causing the petition to be placed on the April 12, 2016 agenda for a Public Hearing before the Planning and Zoning Commission; and

WHEREAS, written notice of all public hearings on proposed changes to district boundaries was sent to all property owners within 200 feet of the tract to be re-zoned using the last known address as listed on the City tax roll and depositing the notice, postage paid, in the United States mail sent not less than ten days before such hearing was held; and

WHEREAS, at its meeting on April 12, 2016, the Planning and Zoning Commission recommended approval of the requested change of zoning classification of said property from single family residential to general commercial and;

WHEREAS, City Council deems the requested change in zoning classification appropriate;

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

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

Section 2. The request for zoning classification change of the certain tract of land described as the 21.39 acres of land in the S.F. Austin League, Abstract 2, Galveston County, Texas, and being a portion of the 217.0 acre tract described in deed, same property more fully described by metes and bounds as found on EXHIBIT "A" is hereby approved from Single Family Residential (S-1) to General Commercial (C-1) as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque, providing property owner develops said property in accordance with proposed recreational vehicle park site plan within a twelve month period following City Council approval of the rezone.

Section 3. The zoning map of the City, adopted on the 12th day of December, 2005 by ordinance number 953, shall be revised and amended to show the zoning reclassification of said tract of land as provided in section 2 hereof, subject to above referenced contingency. Failure to comply provides City Council the right and authority to revert the zone change to the original S-1 zone designation.

Section 4. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the First reading this the 9th day of May, 2016.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Marque, Texas, on the Second and Final reading this the _____ day of _____, 2016.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

**METES AND BOUNDS DESCRIPTION
OF 21.39 ACRES OF LAND
IN THE S. F. AUSTIN LEAGUE, A-2
GALVESTON COUNTY, TEXAS**

Being 21.39 acres (931,891 square feet) of land in the S. F. Austin League, Abstract 2, Galveston County, Texas, and being a portion of the 217.0 acre tract described in the deed from HLL Land Acquisitions of Texas, L.P. and HLL II Land Acquisitions of Texas, L.P. to Lennar Homes of Texas Land and Construction, Ltd. recorded under File No. 2008-033075, in the Official Public Records of Real Property of Galveston County, Texas and more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 5/8-inch iron rod found for the most westerly northwest corner of said 217.0 acre tract, being the southwest corner of "LOTS 1 AND 2" described in deed from Opal Owens to Midway Driveshaft and Small Engine Repair, Inc. recorded in File Number 9039119 of the Official Public Records of Real Property of Galveston County, Texas, being in the south line of L. A. MURFF SUBDIVISION, according to the plat thereof recorded in Book 215, Page 413, of the Map Records of Galveston County, Texas, being on the east right-of-way line of F.M. Highway No. 2004 (120 feet wide), and being a westerly corner of the herein described tract;

THENCE North 87° 16' 48" East – 916.26 feet, with the south line of said L. A. MURFF SUBDIVISION, to a 5/8-inch iron rod found for an interior corner of the herein described tract and being the southeast corner of "RESIDUE OF LOT 3" described in deed from Catherine Bennett to Johnny Salinas, et al., recorded in File Number 2003-066752 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE North 02° 43' 12" West – 650.00 feet, with the east line of said "RESIDUE OF LOT 3", to a 5/8-inch iron rod found for a northerly corner of the herein described tract and being on the south right-of-way line of Mitchell Road (60 feet wide);

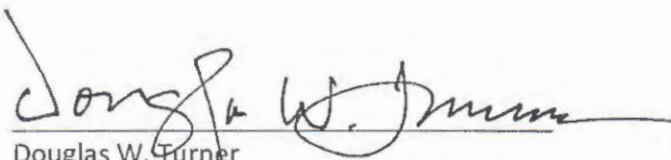
THENCE North 87° 16' 48" East – 693.29 feet, with the south right-of-way line of said Mitchell Road, to a 5/8-inch iron rod found for the northeast corner of the herein described tract and being on the west line of the 5.263 acre tract described in deed from George B. Delany, et al., to State of Texas recorded in Volume 1975, Page 22 of the Deed Records of Galveston County, Texas;

THENCE South 02° 30' 53" East – 950.01 feet, with the east line the herein described tract and the west line of said 5.263 acre tract and the west line of the 8.628 acre tract described in deed from Roy D. Hunter, et al., to State of Texas recorded in Volume 2157, Page 61 of the Deed Records of Galveston County, and subsequently across said 217.0 acre tract, to a 5/8-inch iron rod with cap stamped "ISD" set for the southeast corner of the herein described tract;

THENCE South 87° 16' 48" West – 1606.15 feet, with the south line the herein described tract and across said 217.0 acre tract, to a 5/8-inch iron rod with cap stamped "ISD" set for the southwest corner of the herein described tract and being on the east right-of-way line of said F. M. Highway No. 2004;

THENCE North 02° 43' 12" West – 300.00 feet, with the east right-of-way line of said F. M. Highway No. 2004, to the **POINT OF BEGINNING** of the herein described tract and containing 21.39 acres (931,891 square feet) of land.

Prepared by:
IDS Engineering Group
Job No. 371-158-00-520
August 13, 2015



Douglas W. Turner
Registered Professional Land Surveyor
Texas Registration Number 3988




**KERRY R. GILBERT
& ASSOCIATES**

Katy, Texas 77494

7000 North Mopac, Suite 330	2595 Dallas Parkway, Suite 204
Austin, TX 78731	Frisco, TX 75034

Tel: 281-579-0340

SCALE

MARCH 9, 2015
KGA #05507

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. FURTHER, SAID DRAWING IS A SCANNED COPY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA PROVIDED TO BGE | KERRY R. GILBERT & ASSOCIATES BY OTHER CONSULTANTS RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE INFORMATION ON THIS MAY BE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



Mitchell Ln

200

Delany Cove RV Park

Texas City, Texas

175 Lots

DELANY COVE RV PARK
TEXAS CITY, TEXAS



PROJECT:

ISSUED FOR _____

REVIEW _____

DWG NAME: SITE PLAN

DWG: C1.01

SCALE: N.T.S.

JOB NO: 15-373

REV: A



April 13, 2016

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

Dear Mayor and City Council:

On April 12, 2016 the Planning and Zoning Commission Conducted a meeting for the approval of the rezone from R-1 Residential to C-1 Commercial addressed as ABST 2 SF AUSTIN LEAGUE Acres 21.39 (931,891 square feet) and being a portion of the 217.0 acre tract (south of Mitchell, east of 2004) in Galveston County.

By unanimous vote, Planning and Zoning Commission recommended forwarding a favorable response to this request to City Council for their consideration.

Thank you,

Deanna Bethea
Chairman, Planning and Zoning Commission



1111 Bayou
La Marque, Texas 77568
409.938.9202

Planning and Zoning Commission Minutes Special Meeting April 12, 2016

(1) CALL TO ORDER

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

(2) ROLL CALL

PRESENT:

Chairman Deanna Beth
Commissioner Dickey Stanley
Commissioner Greg Cornett

ABSENT:

Commissioner Russell Washington
Commissioner Molis
Commissioner Charles Castelline

STAFF PRESENT:

Les Rumburg, Director of Public Works
Erica Grundmann
Carol Buttler, City Manager
Mayor Hocking also attended

(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 Dickey Stanley made a motion to accept the minutes for March 22, 2016 Councilman Greg Cornett seconds the motion, motion passed.

(5) CITIZENS COMMENTS

Mr. & Mrs. Williams from 5602 Mitchell Ln. were present and wanted to know if the re-zone request for ABST 2 SF AUSTIN LEAGUE Acres 21.39 (931,891 square feet) and being a portion of the 217.0 acre tract (south of Mitchell, east of 2004) would change their property from residential to commercial; Commissioners explained to them no, only if they request a re-zone and even then it has to go through the proper channels before approved.

(6) NEW BUSINESS

- a. Discussion/possible action to consider the proposed rezone from R-1 Residential to C-1 (General Commercial). Described as ABST 2 SF AUSTIN LEAGUE Acres 21.39 (931,891 square feet) and being a portion of the 217.0 acre tract (south of Mitchell, east of 2004)



1111 Bayou
La Marque, Texas 77568
409.938.9202

Commissioner Greg Cornett made a motion to accept the Re-Zone from R-1 Residential to C-1 (General Commercial). Described as: ABST 2 SF AUSTIN LEAGUE Acres 21.39 (931,891 square feet) and being a portion of the 217.0 acre tract (south of Mitchell, east of 2004) Councilman Dickey Stanley seconds the motion, motion passed.

(7) CHAIRMAN REPORT

None at this time

(8) EXECUTIVE SESSION

There was no Executive Session

(9) REQUESTS AND ANNOUNCEMENTS

There were none

(10) ADJOURNMENT

Commissioner Dickey Stanley made a motion to adjourn the meeting at 4:38 P.M. Commissioner Greg Cornett seconded. The motion passed unanimously meeting was adjourned.

Planning & Zoning Commission,
Chairman Deanna Bethea



P22016-001

LA MARQUE DEVELOPMENT SERVICES DEPARTMENT

1111 Bayou Road
La Marque, Texas 77568
O. 409.938.9204
F. 409.908.0549

CITY OF LAMARQUE
PLANNING AND ZONING APPLICATION
ZONING CHANGE

DATE OF APPLICATION February 10th, 2016

NAME OF AGENT Lennar: Robert Santini PHONE (281) 874-8581

ADDRESS 681 Greens Parkway, Suite 220, Houston, TX 77067

NAME OF OWNER Lennar Homes of Texas PHONE (281) 874-8581

ADDRESS 681 Greens Parkway, Suite 220, Houston, TX 77067

PROPERTY DESCRIPTION:

ADDRESS: Immediately south and adjacent to 4011 FM 2004 (south of Mitchell, east of 2004)

PLOT OF AREA ATTACHED Yes METES AND BOUNDS ATTACHED Yes

PRESENT ZONE R-1: Single Family Residential

REASON FOR CHANGE: Adjacent properties are commercial/industrial use and are not
harmonious to residential neighbors. This is considered an out-parcel to the rest of
Delany Cove due to natural boundaries of drainage channels on the east and south.

DESIRED OUTCOME: _____

C-1: General Commercial: The property is planned for use as an RV Resort.

APPLICATION CHECKLIST

☒ **CERTIFIED PROPERTY OWNERS WITHIN 200-FEET OF THE PROPERTY-**
LISTS PRINTED MORE THAN TWO WEEKS PRIOR TO APPLICATION SUBMITTAL
MAY NOT BE ACCEPTED
(CENTRAL APPRAISAL DISTRICT (CAD)- (CENTRAL APPRAISAL DISTRICT (CAD-
9850 Emmett Lowry Expressway Ste. A Texas City, TX 77591 409/935-1980)

☒ **SITE PLAN (TO SCALE)** WITH EXISTING IMPROVEMENTS, DEVELOPMENTS,
AND PROPERTY LINES [8-1/2X11] IF LARGER THAN 8-1/2X11, PLEASE FOLD TO
APPROPRIATE SIZE)

☒ **SURVEY (TO SCALE)** (2 COPIES)

☒ **CURRENT TAX RECEIPTS-COUNTY TAX OFFICE, 722 MOODY (766-2481**

[] **TITLE REPORT** (IF LAND WAS PURCHASED WITHIN THE LAST 60 DAYS)

[] **NON-REFUNDABLE APPLICATION FEE** (PAYABLE TO THE CITY OF LA
MARQUE

SUBMITTED TO COMMISSION

DATE: _____

APPROVED _____ DENIED _____ OTHER _____

COMMENTS _____

APPLICANT'S CERTIFICATE

I AFFIRM THAT MY STATEMENT CONTAINED IN THE APPLICATION ARE TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED _____

DATE: _____

Posting Notice

1111 Bayou Rd., La Marque, TX 77568
(409)938-9204

PZ2016-001

Re-Zoning/Plats/Variances/Abandonments

SITE ADDRESS: South of 4011 FM 2004 La Marque

PROJECT DESCRIPTION: Re-Zone for RV Resort

PARCEL: South of 4011 FM 2004

VALUATION:

Total:

APPLICANT: Lennar Homes of Texas
25 Enterprise
Aliso Viejo, CA, CA 92656
281-872-4379

OWNER: Lennar Homes of Texas
25 Enterprise
Aliso Viejo, CA, CA 92656
281-872-4379

CONTRACTOR:

LENDER:



CITY COUNCIL AGENDA FORM

Meeting Date: 6.13.2016
Prepared by: Suzy Kou
Department: Finance

Agenda item: 8b&9c
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2016-007**, amending City of La Marque Fiscal Year 2016 Budget for police, development services, legal services, and utility wastewater expenditures by decreasing General Fund and Utility Fund, fund balances and increasing certain expenditures to individual budget accounts in General Fund and Utility Fund as set forth in attached Exhibit "A". **THIS IS THE SECOND AND FINAL READING**

X

Attached for reference

1. Ordinance
2. Exhibit "A"

STAFF BRIEFING:

- Due to special crimes investigation and narcotics enforcement purposes-Police department requested additional funding to the overtime and supplies accounts.
- Due to additional building permits, Development Services department requested additional professional services funding to perform building inspection services.
- Due to unanticipated events, additional legal services funding was needed to protect the City during the year.
- Due to potential violations of the City's TCEQ permit as it relates to the wastewater treatment plant, a specialized engineering firm must be hired to analyze chemical components and present recommendations to the TCEQ on the City's behalf.
- Due to unanticipated expenses to satisfy the State of Texas asbestos requirements, the City required funds beyond the demolition contract.

HISTORY:

TARGET IMPLEMENTATION: June 14, 2016

SIGNIFICANT ACTION DATES:

5.9.2016 – Ordinance approved on First Reading

ACTION:

- | | |
|---|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |

Cost Details:

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



CITY COUNCIL AGENDA FORM



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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2016-007**, amending City of La Marque Fiscal Year 2016 Budget for police, development services, legal services, and utility wastewater expenditures by decreasing General Fund and Utility Fund, fund balances and increasing certain expenditures to individual budget accounts in General Fund and Utility Fund. **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: See attached Exhibit "A".

ORDINANCE NO. O-2016-007

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2015-2016 BUDGET FOR POLICE, DEVELOPMENT SERVICES, LEGAL SERVICES, AND UTILITY WASTEWATER EXPENDITURES BY DECREASING GENERAL FUND AND UTILITY FUND, FUND BALANCES AND INCREASING CERTAIN EXPENDITURES TO INDIVIDUAL BUDGET ACCOUNTS IN GENERAL FUND AND UTILITY FUND AS SET FORTH IN ATTACHED EXHIBIT “A” BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS;

Section 1. That the City La Marque 2015-2016 Fiscal Year Budget is hereby amended for police, development services, legal services, and utility wastewater expenditure by decreasing General Fund and Utility Fund, fund balances and increasing certain expenditures to the individual budget accounts in general fund and utility fund as set forth in Exhibit “A” attached hereto and made a part hereof.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov’t Code*.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the First reading this the 9th day of May, 2016.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the Second and Final reading this the _____ day of _____, 2016.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

EXHIBIT A

BUDGET AMENDMENTS 2015-16 (MID-YEAR)

Accounts	Descriptions	Increase	Decrease	Current Budget	Reasons
01-4040-03-00	Professional Services	100,000.00		110,976.00	Building inspection services due to additional building permits
01-1040-05-00	Police overtime	12,000.00		94,000.00	For special crimes investigation purposes
01-2010-05-00	Police operating supplies	8,000.00		23,505.00	For narcotics enforcement purposes
01-4042-99-00	Legal services-general fund	30,000.00		40,438.00	For unanticipated legal services incurred during the year
02-4042-99-00	Legal services-utility fund	10,000.00		30,000.00	For unanticipated legal services incurred during the year
65-6092-03-00-BLIGHT-02	Demolition project	23,000.00		147,000.00	Change order for demolition project
02-4040-24-00	Professional Services	12,000.00		94,215.00	Analyzation of WWTP
01-2401-00-00	Fund balance		173,000.00		Draw down on fund balance
02-2401-00-00	Fund balance		22,000.00		Draw down on fund balance
01-9065-99-00	Transfer out to CIP	23,000.00			Demolition project change order
65-9001-00-00	Transfer in from General Fund	23,000.00			Demolition project change order
65-2401-00-00	CIP Fund fund balance	23,000.00			Demolition project change order



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016

Agenda item: 8c&9d

Prepared by: Les Rumburg

Reviewed by: Carol Buttler

Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the recommendation of Planning & Zoning Commission to deny the request to re-zone a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas **(If City Council decides to approve the Re-zone, this will be the FIRST READING OF ORDINANCE NO. O-2016-008.)**

✓

Attachments for reference

- 1 - Proposed Ordinance (if City Council approves the re-zone request)
- 2 - Location Maps
- 3 - Recommendation of Planning & Zoning Commission
- 4 - Letter of Request
- 5 - Backup documentation
- 6 - Planning and Zoning Commission Minutes for October 14, 2014
- 7 - Planning and Zoning Commission Minutes for November 11, 2014
- 8 - City Council Minutes of January 12, 2015

Staff Briefing:

- On October 14, 2014, a Public Hearing was held by the Planning & Zoning Commission, and received public input on the proposed re-zone changing the zoning classification from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.
 - This item was tabled to assure that all of the persons were notified within a two hundred foot radius of the property.
 - At the November 11, 2014 meeting, the Planning and Zoning Commission held a Public Hearing and received public input, and the Commission agreed to refer to City Council the recommendation to deny this request.
 - At the City Council meeting held on January 12, 2015, City Council tabled this item.
 - City Attorney has reviewed and approved the Ordinance if City Council decides to approve the re-zone.
-



CITY COUNCIL AGENDA FORM

History: Initially, the property located at 3004 Taylor was a predominately residential neighborhood before the adoption of the “Zoning” Ordinance in 2005.

- There are various other businesses in the vicinity of the current business at this location.
- In order for the owner to expand or upgrade this facility, he must first have the property rezoned to General Commercial (C-1), since it was zoned Residential (R-1) in 2005.

Target Implementation: Depending on City Council’s decision

Significant Action Dates:

- **December 12, 2005** – Zoning Ordinance adopted
- **July 31, 2014** – Rezoning Request Received
- **October 14, 2014** – Public Hearing to receive public input, item tabled
- **November 11, 2014** – Public Hearing and P & Z voted to send recommendation to City Council to deny the re-zone request
- **January 12, 2015** – City Council tabled the item
- **Summons**
- **February 8, 2016** – Executive Session item - City Council approved to seek outside Counsel for the case between the City of La Marque and James Neal
- **June 13, 2016** – Council to hold a public hearing
First Reading of Ordinance for Re-zone of 3004 Taylor
Executive Session

Action:

- | | |
|---|---|
| ☒ Ordinance
☐ Proclamation
☐ Finance Report
☐ Other
☒ Check box if there is no conflict with City Charter, ordinances, resolutions, or policies. | ☐ Resolution
☐ Special Presentation
☐ Public Hearing |
|---|---|

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

Staff’s Recommendation: Motion to approve the recommendation of the Planning and Zoning Commission to deny the request changing the zoning classification from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.

Fiscal Impact: Dependent on outcome of Council decision

ORDINANCE NO. O-2016-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL TO COMMERCIAL, A TRACT OF LAND DESCRIBED AS LOT 23 OF LA MARQUE HEIGHTS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254A, PAGE 60, AND TRANSFERRED TO PLAT RECORD 4, MAP NO. 73A, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, AND KNOWN AS 3004 TAYLOR, LA MARQUE, GALVESTON COUNTY, TEXAS; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER, 2005, BY ORDINANCE NUMBER 953.

WHEREAS, CRAFTSMAN MASONRY, INC. (the Applicant) is the owner of the property who has purchased the tract of land described as Lot 23 of La Marque Heights, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254A, Page 60, and transferred to plat record 4, map no. 73A, of the map records of Galveston County, Texas, and known as 3004 Taylor, La Marque, Galveston County, Texas, (the Property) generally situated in the corporate city limits of the City of La Marque, Texas (the City) made part hereof for all purposes; and

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

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

WHEREAS, written notice of all public hearings on proposed changes to district boundaries was sent to all property owners within 200 feet of the tract to be rezoned using the last known address as listed on the City Tax Roll and depositing the notice, postage paid, in the United States Mail sent not less than ten (10) days before such hearing was held; and

WHEREAS, the Planning and Zoning Commission held a public hearing on October 14, 2014; and

WHEREAS, the Planning and Zoning Commission held a second public hearing on November 11, 2014; and

WHEREAS, the Planning and Zoning Commission, after the public hearing on November 11, 2014 was closed, voted to recommend denial of the proposed change as a result

of protests by neighboring property owners, and the report was forwarded to City Council for setting and holding of public hearing thereon; and

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

WHEREAS, City Council deemed that the requested change in zoning classification required more discussion and tabled the item until further notice and study;

WHEREAS, notice was published more than sixteen (16) days prior to the date of the public hearing of June 13, 2016; and

WHEREAS, written notice of the public hearing held on June 13, 2016, on the proposed changes to district boundaries was timely sent prior to the hearing, to all property owners within 200 feet of the tract to be rezoned using the last known address as listed on the City Tax Roll and depositing the notice, postage paid, in the United States Mail more than ten (10) days before such hearing was held;

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

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

SECTION 2. The request for zoning classification change of the certain tract of land described as Lot 23 of La Marque Heights, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254A, Page 60, and transferred to plat record 4, map no. 73A, of the map records of Galveston County, Texas, and known as 3004 Taylor, La Marque, Galveston County, Texas, from Single Family Residential to Commercial is hereby granted as authorized by the Chapter 71: Zoning, of the Code of Ordinances of the City of La Marque.

SECTION 3. The zoning map of the City, adopted on the 12th day of December, 2005, by Ordinance No. 953, shall be revised and amended to show the zoning reclassification of said tract of land as provided in Section 2 hereof.

SECTION 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on First reading this ____ day of _____, 2016.

PASSED, APPROVED AND ADOPTED on Second and Final reading this the ____ day of _____, 2016.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

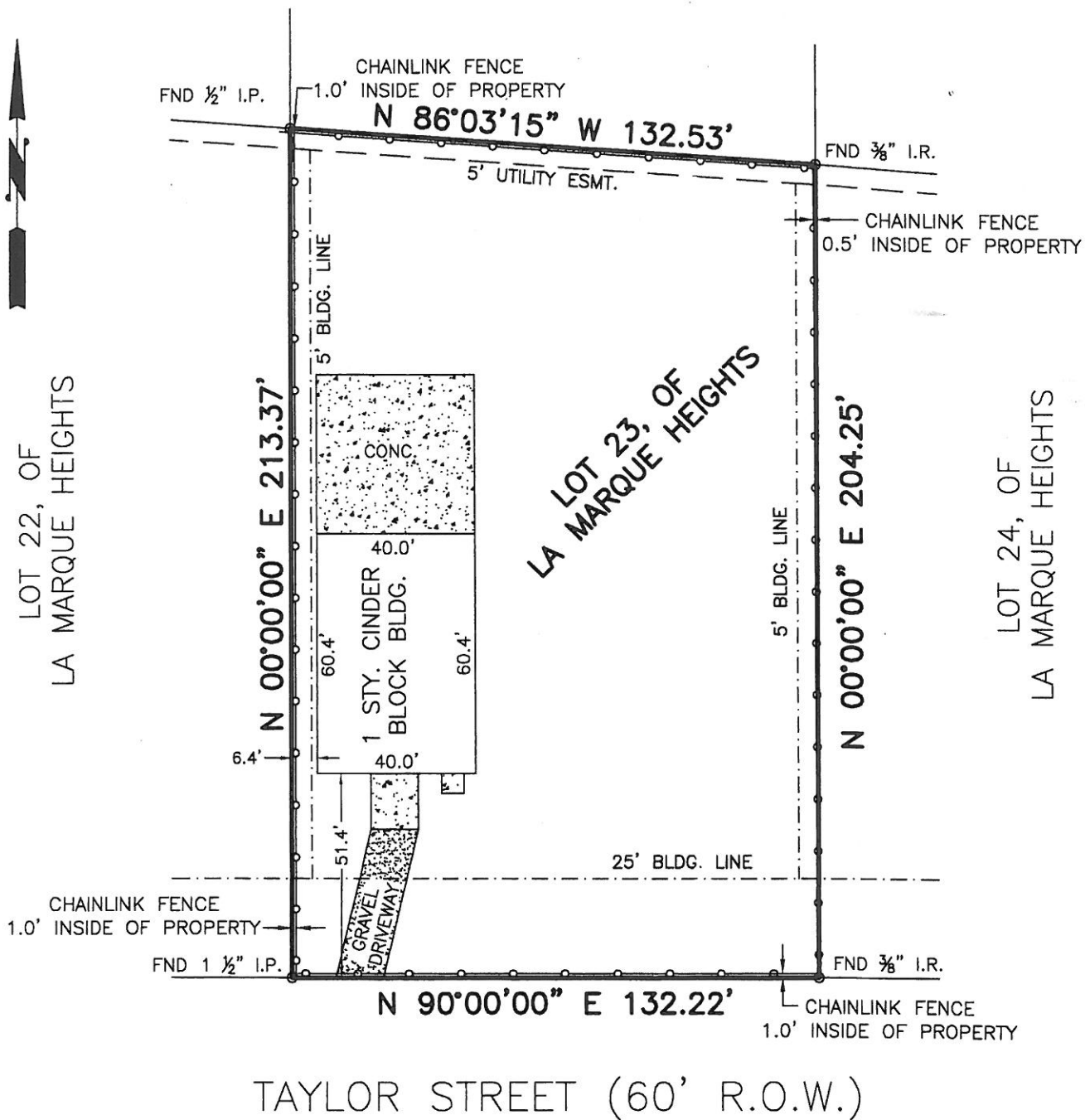
ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

LOT 17, OF
LA MARQUE HEIGHTS



OWNER: CRAFTSMAN MASONRY, INC.
PROPERTY ADDRESS: 3004 TAYLOR STREET

Lot 23, of La Marque Heights, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 254A, Page 60, and transferred to Plat Record 4, Map No. 73A, of the Map Records of Galveston County, Texas.

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

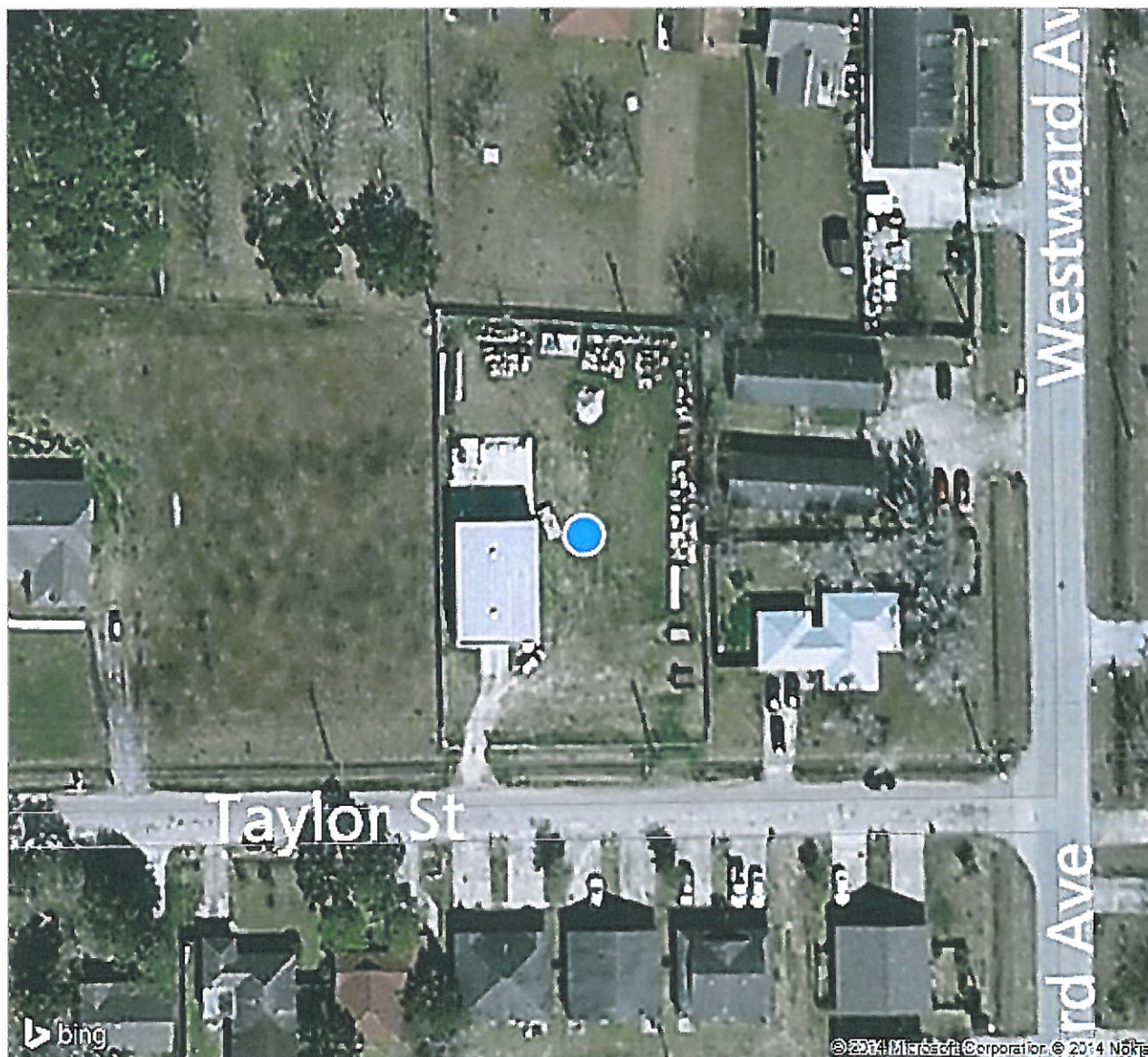
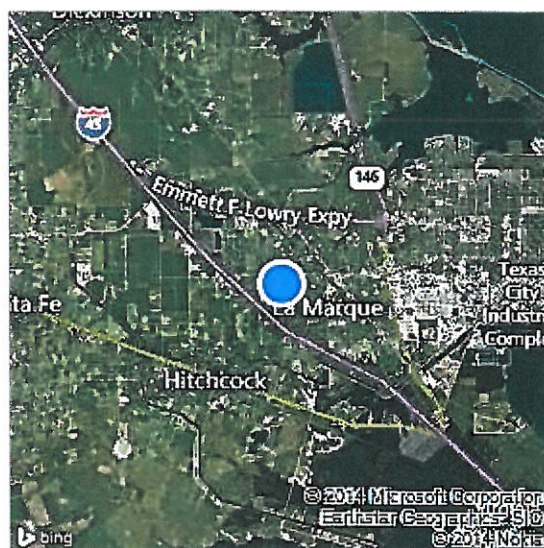


3004 Taylor St, La Marque, TX 77568

My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more



Bird's eye view maps can't be printed, so another map view has been substituted.



1111 Bayou
La Marque, Texas 77568
409.938.9203

Planning & Zoning Commission
Dickey Stanley, Chairman
Russell Washington, Commissioner
Mike Castelline, Commissioner
Norman Koneman, Commissioner
Deanna Bethea, Commissioner

December 11, 2014

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

Dear Mayor and City Council:

On November 11, 2014, the Planning and Zoning Commission conducted a Public Hearing to receive public input on the rezone request for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas

The Planning and Zoning Commission would like to recommend to City Council for consideration, the denial of this rezoning request.

Thank you,

Norman Koneman
Chairman, Planning and Zoning Commission

Craftsman Masonry, Inc.

2215 Clark Dr.
LaMarque, TX 77568
James Neal, President

Off. (409)935-2060
Cell (409)771-1662
Email james @ craftsmanmasonrytx.com

September 11, 2014

City of LaMarque
Planning & Zoning Department
1111 Bayou Rd.
LaMarque, TX 77568

History of 3004 Taylor

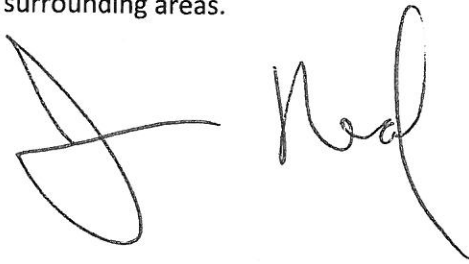
In 1997, I started looking for a property to build a Craftsman Masonry facility. I consulted with Mrs. McLemore, who was the City Manager at the time. Mrs. McLemore she gave me several addresses that she thought would be suitable for my needs and the type of facility I was building. I ended up buying 6/10 of an acre at 3004 Taylor. I purchased this property in April of 1998. The City of LaMarque installed water and two 22' culverts in two locations. At this time, we began clearing the land and installing a 6.5 ft. security fence and large gravel driveway. In January 2002, plans were approved by the City of LaMarque, and construction began on a 2400 sq. ft. commercial masonry building. In June 2002, the building was completed, inspected by Paul Schutz, a building official at the time, approved, and was given an occupancy permit. Permit states that the building is zoned "commercial". In May 2010, I presented drawings to Anna Tims for an 1800 sq. ft. addition to the building. Mrs. Tims remarked the "everything looked good", but, her advice to me was that before we started construction, I should get the building zoned "Commercial". At this time, I was surprised to learn that this property wasn't already zoned commercial, because of my occupancy permit. Mrs. Tims conveyed to me the rules and regulations of the city of LaMarque regarding zoning issues. Upon her advice, I applied for a variance with the zoning commission. In August 2010, I had zoning meeting and my request for the variance was declined. The variance board made some recommendations for the property, which we complied with immediately. Recently, I was told by Mrs. Tims that she had not had a complaint concerning this property in the past 4 years. My current goals are to expand this facility. In order to do so, the property would need to be rezoned "commercial". Our business volume is expanding and we have outgrown our interior space. In January of this year, I hired attorney Mark Stevens to assist me in trying to resolve this matter.

Personal Information

I moved to LaMarque in 1992, along with my wife of 22 years, Susan. We purchased a home, and currently reside at 2215 Clark Drive. My wife is a retired UTMB nurse supervisor and helps me with my business.

Company Profile

Craftsman Masonry was started in 1990. In 1992, we moved to LaMarque and leased a facility in Texas City. We originally started in the new construction business. Some of our projects have included the City of Texas City fire station on Palmer and 10th, an addition and renovation at Danforth Hospital, a Heights Elementary School addition and many institutional jobs in Galveston County. In 2001, Craftsman Masonry began to focus exclusively on masonry restoration repair and waterproofing. Some of our repeat customers include the City of Texas City, Galveston Parks Board of Trustees, GISD, The J.W. Kelso Co, College of the Mainland and many historical properties in Galveston, both commercial and residential. We have three full-time employees. One has been with us for 16 years, and the other for 11 years. With the improving economy, we are looking to hire another restoration mason and expand our facility. In conducting our business, we are rarely at the facility. We store and load materials and equipment, as 95% of our work is done "on site". Our operating hours are from 7:30 to 4:30 Monday through Friday. We rarely have our materials delivered, do not meet potential clients or sell any items retail. All of these combined, we believe, make a minimal impact on the surrounding areas.

A handwritten signature in black ink, consisting of a stylized first name and a last name, possibly "J. Neal".

Craftsman Masonry, Inc.

2215 Clark Dr.
LaMarque, TX 77568
James Neal, President

Off. (409)935-2060
Cell (409)771-1662
Email james @ craftsmanmasonrytx.com

September 11, 2014

Mrs. Ana Tims
Department of Building & Inspection
City of LaMarque
1111 Bayou Rd.
LaMarque, TX 77568

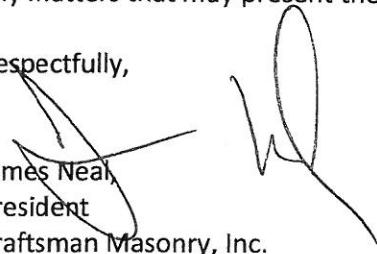
Mrs. Tims,

I was wanting to inform you that:

Mark W. Stevens
Attorney at Law
P.O. Box 8118
Galveston, TX 77553
409-765-6306

Represents Craftsman Masonry, Inc. and James Neal, personally, on all legal matters with the City of LaMarque, effective November 2013. As a result, you have my permission to discuss, with Mr. Stevens, any matters that may present themselves.

Respectfully,


James Neal,
President
Craftsman Masonry, Inc.



LA MARQUE DEPARTMENT OF BUILDING AND INSPECTIONS

1111 Bayou Road
La Marque, Texas 77568
O. 409.938.9204
F. 409.908.0549

CITY OF LAMARQUE
PLANNING AND ZONING APPLICATION

DATE OF APPLICATION July 31, 2014

NAME OF AGENT Mark W. Stevens PHONE 409.765.6306

ADDRESS P.O. Box 8118 Galveston, TX 77553

NAME OF OWNER Craftsman Masonry, Inc PHONE 409.935.2060

ADDRESS 2215 Clark Drive, La Marque, TX 77568

PROPERTY DESCRIPTION: Abst. 2, Page 6, Lot 23 La Marque Heights

ADDRESS: 3004 Taylor, La Marque, TX

PLOT OF AREA ATTACHED _____ METES AND BOUNDS ATTACHED _____

PRESENT ZONE Residential

REASON FOR CHANGE: Original CO was "Commercial." Zoning Changed
c. 6 months later to "Residential." Property is consistent
with commercial uses nearby. No complaints known to Applicant
since previous application.c. 2011.

DESIRED OUTCOME: Change in Zoning (Variance) to Commercial/
Light Industrial

APPLICATION CHECKLIST

☒ CERTIFIED PROPERTY OWNERS WITHIN 200-FEET OF THE PROPERTY-
LISTS PRINTED MORE THAN TWO WEEKS PRIOR TO APPLICATION SUBMITTAL
MAY NOT BE ACCEPTED

(CENTRAL APPRAISAL DISTRICT (CAD)- (CENTRAL APPRAISAL DISTRICT (CAD-
9850 Emmett Lowry Expressway Ste. A Texas City, TX 77591 409/935-1980)
409/935-1980)

[☒] **SITE PLAN (TO SCALE)** WITH EXISTING IMPROVEMENTS, DEVELOPMENTS,
AND PROPERTY LINES [8-1/2X11] IF LARGER THAN 8-1/2X11, PLEASE FOLD TO
APPROPRIATE SIZE)

[☒] **SURVEY (TO SCALE)** (2 COPIES)

[☒] **CURRENT TAX RECEIPTS**-COUNTY TAX OFFICE, 722 MOODY (766-2481

[] **TITLE REPORT** (IF LAND WAS PURCHASED WITHIN THE LAST 60 DAYS)

[☒] **NON-REFUNDABLE APPLICATION FEE** (PAYABLE TO THE CITY OF LA
MARQUE

SUBMITTED TO BOARD OF ADJUSTMENT:

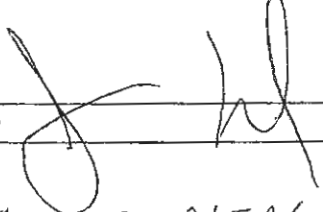
DATE: _____

APPROVED _____ DENIED _____ OTHER _____

COMMENTS _____

APPLICANT'S CERTIFICATE

I AFFIRM THAT MY STATEMENT CONTAINED IN THE APPLICATION ARE TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED  DATE: 7-31-14

JAMES NEAL

1111 Bayou Rd.

La Marque, TX 77568

(409)938-9204

Receipt Number: 201401272

Payer/Payee: CRAFTSMAN MASONRY
2215 Clark
La Marque TX 77568

Cashier: ATIMS

Date: 08/01/2014

RZ2014-013 RE-ZONING 3004 Taylor

Fee Description

REZONING CLASSIFICATION FEE

Fee Amount

Amount Paid

Fee Balance

\$400.00

\$400.00

\$0.00

\$400.00

\$400.00

\$0.00

TOTAL PAID:

\$400.00

Payment Method	Reference Number	Payment Amount
CHECK	3867	\$400.00

Total: \$400.00

Printed 08/01/2014 12:25:00 by Ana T.

Page 1 of 1



GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591

Telephone: (409) 935-1980 or toll free (866) 277-4725

Fax: (409) 935-4319

City Planning Packs

Check The One(s) That Apply:

☒ 200 Foot Radius

☐ Adjacent Property Owners Listing

Subject Property Address: 3004 Taylor

Subject Property Acct #: 4540-0000-0023-000/R 132 877

Name Of Contact Person: James Neal

Phone Number Of Contact Person: 409-771-1662

Date: 7-31-2014 Request Will Be Ready After Noon On
Next Day. (Some Exceptions May Apply)

* The charge for this service is between \$2.00 and \$5.00, depending on the number of property owners involved.

about 1 hrs.

10

12

S-4540

15

(17-5)

(17-4)

(17-3)

(18-2)

(18-1)

18

WESTWARD AVE.

6

(24-1)

22

24

(24-2)

3

27

(27-2)

(27-1)

(28-1)

(28-2)

(29-0)

(29-1)

(29-2)

(30-0)

30

(30-1)

(30-2)

1

4

4

MARQUE HEIGHTS

(36-1)

245

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ZIP
R132864	KRAUSE, GLORIA	3025 JEFFERSON DR			LA MARQUE	77568-3614
R132867	SUMLIN, LEE DRUE, JR	3001 JEFFERSON DR			LA MARQUE	77568-3614
R132868	SHARPE, SETH S, JR	PO BOX 1633			LA MARQUE	77568-1633
R132869	FIFER, PATRICIA MARIE	3005 JEFFERSON DR			LA MARQUE	77568-3614
R132870	ROBINSON, GERALD & LARA	SPUNG	305 S NOBLE RD		TEXAS CITY	77591-3101
R132871	FREEMAN, MARCELLINE D	3009 JEFFERSON DR			LA MARQUE	77568-3614
R132876	MARTIN, WILLIE & DAISY	PO BOX 451			LAMARQUE	77568-0451
R132878	THOMAS, HANI A & BRIDGETTE	1135 LINDA VISTA AVE			PASADENA	91103
R132879	AARON, ALBERTA	3002 TAYLOR			LA MARQUE	77568
R132883	LYONS, MATTHEW EDWARD & KATHRYN LEE	3029 TAYLOR			LA MARQUE	77568
R132885	WILLIAMS, VASHTI W	3027 TAYLOR ST			LA MARQUE	77568-3623
R132886	CONFIDENTIAL					
R132887	PHILLIPS, JAMES FRANK, III	42 LAKEVIEW DR			GALVESTON	77551-1564
R363747	PHILLIPS, JAMES FRANK, III	42 LAKEVIEW DR			GALVESTON	77551-1564
R363751	PHILLIPS, JAMES FRANK, III	42 LAKEVIEW DR			GALVESTON	77551-1564
R364095	WORD OF FAITH CHRISTIAN LIFE	PO BOX 817			LA MARQUE	77568-0817
R416001	PHILLIPS, JAMES FRANK III & DEBRA L	42 LAKEVIEW			GALVESTON	77551
R416002	PHILLIPS, JAMES FRANK III & DEBRA L	42 LAKEVIEW			GALVESTON	77551
R416045	PHILLIPS, JAMES FRANK, III	42 LAKEVIEW DR			GALVESTON	77551-1564

3000 Taylor
 3027
 3123 TAYLOR (DORTH HENSON)
 2/09-457-7461



**CITY OF LA MARQUE
PROPERTY OWNER PUBLIC NOTICE
REZONING REQUEST**

September 17, 2014

This PUBLIC NOTICE is in accordance with Section 26. AMENDMENTS, Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marque's Zoning Ordinance. An application for rezoning has been received by the Planning and Zoning Commission. If land is under your ownership or care, as listed with the City of La Marque Tax Records, within 200 feet of the property that is being considered for rezoning this is your OFFICIAL NOTICE.

The area under consideration for rezoning the property has an existing non-conforming use as C-1 General Commercial, address as 3004 Taylor, La Marque, Galveston County, Texas, is a tract of land described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60 and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas, as recorded in the office of the County Clerk, Galveston County, Texas.

The current zoning is from R-1 Residential the proposed zoning is C-1 general Commercial..

This is your OFFICIAL NOTICE that the La Marque Planning and Zoning Commission will conduct a PUBLIC HEARING, on **October 14, 2014 at 4:00 PM**, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above rezoning request.

Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call, write or e-mail e.ornelas@cityoflamarque.org to the City of La Marque Development Services Department at the following:

City of La Marque
Development Services Department
1111 Bayou Rd.
La Marque, TX 77568
409-938-9256

Respectfully

Edna O. Ornelas
Development Department
City of La Marque



**CITY OF LA MARQUE
PROPERTY OWNER PUBLIC NOTICE
REZONING REQUEST**

October 21, 2014

This PUBLIC NOTICE is in accordance with Section 26. AMENDMENTS, Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marque's Zoning Ordinance. An application for rezoning has been received by the Planning and Zoning Commission. If land is under your ownership or care, as listed with the City of La Marque Tax Records, within 200 feet of the property that is being considered for rezoning this is your OFFICIAL NOTICE.

The area under consideration for rezoning the property has an existing non-conforming use as C-1 General Commercial, address as 3004 Taylor, La Marque, Galveston County, Texas, is a tract of land described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60 and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas, as recorded in the office of the County Clerk, Galveston County, Texas.

The current zoning is from R-1 Residential the proposed zoning is C-1 general Commercial..

This is your OFFICIAL NOTICE that the La Marque Planning and Zoning Commission will conduct a PUBLIC HEARING, on **November 11, 2014 at 4:00 PM**, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above rezoning request.

Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call, write or e-mail e.ornelas@cityoflamarque.org to the City of La Marque Development Services Department at the following:

City of La Marque
Development Services Department
1111 Bayou Rd.
La Marque, TX 77568
409-938-9256

Respectfully

Edna O. Ornelas
Development Services Department
City of La Marque, Texas



1111 Bayou
La Marque, Texas 77568
409.938.9202

Planning and Zoning Committee
Meeting & Public Hearing
October 14, 2014

1. CALL TO ORDER

Commissioner Koneman called the meeting to order at 4:00 p.m.

2. ROLL CALL

PRESENT:

Dickey Stanley
Mike Castelline
Norman Koneman

ABSENT:

Russell Washington, Jr.
Deanna Bethea

STAFF PRESENT:

Edna Ornelas Clerk, Development Services
Les Rumburg, Director of Public Works
Robin Eldridge, City Clerk

(4) APPROVAL OF MINUTES

- a. Regular Meeting August 12, 2014
- b. Special Meeting August 22, 2014

Commissioner Stanley made a motion to approve the Regular meeting minutes of August 12, 2014 and the Special meeting minutes of August 22, 2014. Commissioner Castelline seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(5) CITIZEN'S PARTICIPATION

No one spoke.

(6) PUBLIC HEARING

- a. Conduct a Public Hearing regarding proposed rezone for a tract of land from C-1 (General Commercial) to L-1 Light Industrial. described as lot nine (9) in section 1 Amburn's subdivision of the Daugherty survey, being a re-subdivision of the Daugherty survey No. 4, out of the Marchand tract, S.F. Austin league no. 4, Galveston County, Texas located on the North West corner of Kirby Drive and Gulf Freeway access Road.

Acting Chairman Koneman recessed the Regular Meeting and called the Public Hearing at 4:04 p.m.

It was determined that this item was on the Board of Adjustments earlier in the day and can be pulled from this agenda.

- b. Conduct a Public Hearing regarding a proposed rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1



1111 Bayou
La Marque, Texas 77568
409.938.9202

General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.

1. Daisy Martin, 3010 Taylor said that a few years back, this was brought before this Commission. She said that she and her neighbors had not received a letter or information concerning this rezone or meeting. "Last night I went around and got a petition signed from neighbors and signatures of those that do not want the rezone."

Development Services Department Clerk Edna Ornelas referred to the list of names given to her by the Appraisal District for the 200 foot radius, and verified Ms. Martins' mailing address.

2. Vashti Williams, 3027 Taylor did receive a letter, and spoke in opposition of the rezone. "I am opposed to this rezone, I consider it a danger and a hazard for this zone to be changed, we have several children play in the street."

3. John Yander, 3123 Taylor did not receive a letter, and spoke of opposition of the rezone. "We just had the street resurfaced, and big large trucks will tear the street up."

Chairman Koneman closed the Public Hearing and reconvened to the Regular Meeting at 4:17 p.m.

(7) NEW BUSINESS

a. Discuss/possible action regarding proposed rezone for a tract of land from C-1 (General Commercial) to L-1 Light Industrial described as lot nine (9) in section 1 Amburn's subdivision of the Daugherty survey, being a re-subdivision of the Daugherty survey No. 4, out of the Marchand tract, S.F. Austin league no. 4, Galveston County, Texas located on the North West corner of Kirby Drive and Gulf Freeway access Road.

No action taken, as this item was pulled from the agenda.

b. Discuss/possible action regarding a proposed rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.

Commissioner Stanley made a motion to table this item, so that all surrounding neighbors can be notified and or resent out. Commissioner Castelline seconded the motion. **MOTION CARRIED UNANIMOUSLY.**



1111 Bayou
La Marque, Texas 77568
409.938.9202

c. Discuss/possible action regarding a Final Plat being $15.7 \pm$ acres of land containing 48 lots (50 x 120 typ) and six reserves in two blocks out of the S. F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas known as Landing at Delaney Cove Section 2, and possible recommendation to City Council.

Commissioner Stanley made a motion to recommend the Final Plat of Delaney Cove, Section 2 to City Council. Commissioner Castelline seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(8) CHAIRMAN REPORT

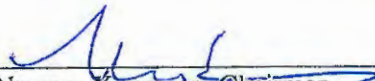
There was no report.

(9) REQUESTS AND ANNOUNCEMENTS

There were none.

(10) ADJOURNMENT

It was the consensus of the Commission to adjourn the meeting at 4:21 p.m.



Norman Koneman, Chairman
Planning & Zoning Commission



1111 Bayou
La Marque, Texas 77568
409.938.9202

**Planning and Zoning Committee
Meeting & Public Hearing
October 14, 2014**

1. CALL TO ORDER

Commissioner Koneman called the meeting to order at 4:00 p.m.

2. ROLL CALL

PRESENT:

Dickey Stanley
Mike Castelline
Norman Koneman

ABSENT:

Russell Washington, Jr.
Deanna Bethea

STAFF PRESENT:

Edna Ornelas Clerk, Development Services
Les Rumburg, Director of Public Works
Robin Eldridge, City Clerk

(4) APPROVAL OF MINUTES

- a. Regular Meeting August 12, 2014
- b. Special Meeting August 22, 2014

Commissioner Stanley made a motion to approve the Regular meeting minutes of August 12, 2014 and the Special meeting minutes of August 22, 2014. Commissioner Castelline seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(5) CITIZEN'S PARTICIPATION

No one spoke.

(6) PUBLIC HEARING

- a. Conduct a Public Hearing regarding proposed rezone for a tract of land from C-1 (General Commercial) to L-1 Light Industrial. described as lot nine (9) in section 1 Amburn's subdivision of the Daugherty survey, being a re-subdivision of the Daugherty survey No. 4, out of the Marchand tract, S.F. Austin league no. 4, Galveston County, Texas located on the North West corner of Kirby Drive and Gulf Freeway access Road.

Acting Chairman Koneman recessed the Regular Meeting and called the Public Hearing at 4:04 p.m.

It was determined that this item was on the Board of Adjustments earlier in the day and can be pulled from this agenda.

- b. Conduct a Public Hearing regarding a proposed rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1



1111 Bayou
La Marque, Texas 77568
409.938.9202

General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.

1. Daisy Martin, 3010 Taylor said that a few years back, this was brought before this Commission. She said that she and her neighbors had not received a letter or information concerning this rezone or meeting. "Last night I went around and got a petition signed from neighbors and signatures of those that do not want the rezone."

Development Services Department Clerk Edna Ornelas referred to the list of names given to her by the Appraisal District for the 200 foot radius, and verified Ms. Martins' mailing address.

2. Vashti Williams, 3027 Taylor did receive a letter, and spoke in opposition of the rezone. "I am opposed to this rezone, I consider it a danger and a hazard for this zone to be changed, we have several children play in the street."

3. John Yander, 3123 Taylor did not receive a letter, and spoke of opposition of the rezone. "We just had the street resurfaced, and big large trucks will tear the street up."

Chairman Koneman closed the Public Hearing and reconvened to the Regular Meeting at 4:17 p.m.

(7) NEW BUSINESS

a. Discuss/possible action regarding proposed rezone for a tract of land from C-1 (General Commercial) to L-1 Light Industrial described as lot nine (9) in section 1 Amburn's subdivision of the Daugherty survey, being a re-subdivision of the Daugherty survey No. 4, out of the Marchand tract, S.F. Austin league no. 4, Galveston County, Texas located on the North West corner of Kirby Drive and Gulf Freeway access Road.

No action taken, as this item was pulled from the agenda.

b. Discuss/possible action regarding a proposed rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.

Commissioner Stanley made a motion to table this item, so that all surrounding neighbors can be notified and or resent out. Commissioner Castelline seconded the motion. **MOTION CARRIED UNANIMOUSLY.**



1111 Bayou
La Marque, Texas 77568
409.938.9202

c. Discuss/possible action regarding a Final Plat being $15.7 \pm$ acres of land containing 48 lots (50 x 120 typ) and six reserves in two blocks out of the S. F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas known as Landing at Delaney Cove Section 2, and possible recommendation to City Council.

Commissioner Stanley made a motion to recommend the Final Plat of Delaney Cove, Section 2 to City Council. Commissioner Castelline seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

(8) CHAIRMAN REPORT

There was no report.

(9) REQUESTS AND ANNOUNCEMENTS

There were none.

(10) ADJOURNMENT

It was the consensus of the Commission to adjourn the meeting at 4:21 p.m.



Norman Koneiman, Chairman
Planning & Zoning Commission



1111 Bayou
La Marque, Texas 77568
409.938.9202

**Planning and Zoning Committee
Special Meeting & Public Hearing
November 11, 2014**

(1) CALL TO ORDER

Commissioner Koneman called the meeting to order at 4:00 p.m.

(2) ROLL CALL

PRESENT:

ABSENT: None

Dickey Stanley
Mike Castelline
Norman Koneman
Deanna Bethea
Russell Washington, Jr.

STAFF PRESENT:

Edna Ornelas Clerk, Development Services
Les Rumburg, Director of Public Works

The Pledge of Allegiance was led by Commissioner Stanley.

(3) APPROVAL OF MINUTES

a. Regular Meeting October 14, 2014

Commissioner Stanley made a motion to approve the minutes of October 14, 2014.

Commissioner Castelline seconded. **MOTION CARRIED UNANIMOUSLY.**

(4) CITIZEN'S PARTICIPATION

There were none.

(5) PUBLIC HEARING

a. Conduct a Public Hearing regarding a proposed rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas

Chairman Koneman recessed the Special Meeting and called the Public Hearing to order at 4:06 p.m.

James F. Phillips who owns the six rent houses across the street from the house requesting the rezone. "The brick yard is already there, it was built before we had zoning, so what is exactly is supposed to be done there that needs to have a zoning change?"



1111 Bayou
La Marque, Texas 77568
409.938.9202

Chairman Koneman answered, "That is primarily a residential area. So, when an owner or occupant leaves, it would have to be rezoned, because it is not con-formative to the neighborhood."

Mr. Phillips, continued, "So, the property is going to be sold or something. That clarifies it then, because I don't want some auto yard over there and I am sure my neighbors don't either. If he is leaving, it needs to be rezoned in order for him to sell it. Thank you."

Michael Williams, 3025 Taylor, commented, "You just explained that the owner is leaving and so the property has to be rezoned so that he can sell it? But that is not what he told me. He said he wanted to add onto the property. This is why I am totally against it. This is a residential neighborhood, it is not a business area. I need some clarification as to what it is exactly he wants to do with the property."

Mark Stephens, the Attorney representing Mr. Neal stated that he would like to answer some of the questions that were brought up in the previous meeting and put things in perspective. "Mr. Neal bought this property and had it completed to its present form in approximately April of 1998. This business has been referred to as a brickyard. The nature of his business is custom fabrication and masonry. Sometime the stone is cut and put behind the fence and is kept locked. He has a big fence around it so nobody can get in. At the last meeting, there was concern of vehicular traffic. The owner of the business has two pickups and gets occasional deliveries. A lot of what we have here is basically jobs versus people's conception of what their own property rights are. When he bought it, there was no zoning, later on, then it was zoned commercial, then it was zoned residential. Mr. Koneman said earlier was that it was primarily residential, but this depends on which direction you are looking. If you look to the west, it's residential, but looking to the north, south or east, it is what you might call light industrial. There are all kinds of business all around it and is just blocks away from serious machine shops and everything else. If push comes to shove, we need to take a position, the City cannot lawfully change to a more restrictive use, this property, this would be in violation of the Texas Constitution. At the last meeting, there was some talk about children in the street, and I was shocked to hear that. If there are children wandering around in the streets, it is not the fall of the.., not that we aren't concerned about it, but nothing that can be cured by this man's ownership. He is not the only owner of vehicles, in and about La Marque. If children are the concern, than the parents or the caretakers should be responsible. I don't think there are immediate plans to sell this property at this time. La Marque needs jobs. This area needs jobs. He then handed out a document (attached hereto as exhibit "A"), which showed ownership of a piece of property close to the proposed lot to be rezoned. The owners shown to be Willie Martin and Daisy Martin, which whom bought this property seven months after Mr. Neal purchased his property. I don't mean to be disrespectful, but if you're buying next to the airport, you shouldn't complain of the noise. There have been no complaints about this business or any excessive noise related to this current business. We need to take a pro-business attitude, and certainly need to respect the rights of property owners. We are asking for the City to revisit its earlier decision and to resume action, to



1111 Bayou
La Marque, Texas 77568
409.938.9202

rezone to a more appropriate zoning for its area. We don't believe this will adversely affect anybody, and we thank you for your careful consideration."

Mr. Phillips continued, "This property was for sale a few years ago, but it never sold. This area was residential, contrary to what the attorney says. That street was residential, the street over was residential, Then you get A & A Machine, that has been there forever. That is out on Texas Street, and Texas has no zoning. We who have homes back there investments and property, don't want to see something across the street that will degrade our property values. I am not so concerned about a brick yard, but if he does sell it, what else could be built over there? I've had my property over there for almost thirty years, and I remember when he built it, why he built his business in a residential area, I don't know, but, the property was cheap. I would like to see a specific use put in the saying, whereas the residents have a say as to what goes in over there. I don't want to see a blanket general commercial in our neighborhood."

Daisy Martin, "I want to speak about the children, the children do not play in the streets, they play on their own property. Still, there is high traffic, there are eighteen wheelers that come down the street. This is when we the people got a petition started for it not to be rezoned." She also doesn't want her street torn up, then added that there is a problem with dust and also has had drainage problems. She is against the rezone.

Resident of 3020 Taylor, "This is one business that has upset the whole neighborhood. This is a predominately residential neighborhood. I don't think there would be a problem if he just changed his own property into commercial, but if you rezone the whole place, there are empty lots up and down Taylor Street. What else is going to move in there? I respect his business, but you will be opening the door for other commercial to move in." He spoke against the rezone.

Ms. Martin referred to another time, when some new owners in the same neighborhood commented about trying to bring another business on the street. "We don't need all that. This is a quiet street. We have a lot of children that live on that street. I don't feel like it should be rezoned."

Mr. Stephens, the Attorney responded, "The assumption seems to have been that the eighteen wheelers were going to his place. The nature of this mans' business is to do fine stone fabrication; countertops and stuff like that. They don't arrive in large quantities, on eighteen wheelers. They were actually going to the A & A Machinery. This is a public street, there could be all kinds of vehicles driving up and down it, and no one can tell anybody that they cannot drive an eighteen wheeler down it, if it is convenient to get somewhere else. No one is talking about changing the whole neighborhood. He is asking to rezone his one lot. In this case, the business was there before there was any zoning, but was rezoned, without his knowledge. We are just asking to rectify that error."

Chairman Koneman closed the Public Hearing at 4:06 p.m.



1111 Bayou
La Marque, Texas 77568
409.938.9202

(6) NEW BUSINESS

a. Discuss/possible action regarding a proposed rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.

Commissioner Bethea asked when the date was that the Zoning Ordinance was adopted, to which she was informed it was December 12, 2005.

Commissioner Washington asked how many persons were employed at the current business at the proposed rezone location and if they all resided within the City of La Marque. The owner told the Commissioner there are three employees and the one lives in Pearland, one in Dickinson and one in League City. He then asked Mr. Neal if had plans of expanding his business and perhaps hiring residents of La Marque. Mr. Neal answered yes he is looking to hire locally, that he would be and that he is in the Masonry business, with about 60% residential and about 30% to 40% in restoration and repair in all School Districts, the City of La Marque, City of Texas City, Parks Board of Trustees. Ninety-five percent of his work is done "on-site", and that he rarely does anything in his shop. Discussion followed as to what types of materials are presently being stored at his business on Taylor.

Commissioner Bethea confirmed the time frame in which Mr. Neal built his business and when the time when the Zoning Ordinance went into effect.

Chairman Koneman commented that "This is the reason for these Committees, is to correct mistakes the City previously made for not having a Zoning Ordinance to begin with. We are trying to preserve residential property and businesses."

Commissioner Castelline made a motion to deny the rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas.

Commissioner Bethea seconded. Motion carried with a vote of 4 to 1 with Commissioner Washington abstaining.

(7) CHAIRMAN REPORT- There was none



1111 Bayou
La Marque, Texas 77568
409.938.9202

(8) REQUESTS AND ANNOUNCEMENTS

Commissioner Bethea thanked all of the Veterans that have served and that are serving in observance of Veterans Day.

(9) ADJOURNMENT

It was the consensus of the Commission to adjourn the meeting at 4:36 p.m.

Norman Koneman, Chairman
Planning & Zoning Commission



1111 Bayou
La Marque, Texas 77568
409.938.9202

City of La Marque
Regular Minutes
January 12, 2015

Minutes of the Regular Meeting of the City Council of the City of La Marque, Texas that was conducted on Monday, January 12, 2015 at 6:00 p.m. at 1109-B Bayou Road for purpose of considering the following agenda:

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

(2) ROLL CALL

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

City Manager Buttler
City Attorney Ortego
City Clerk Eldridge

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Bell dispensed the invocation and led the Pledge of Allegiance.

(4) MINUTES

a. City Council Special Meeting Minutes of December 15, 2014 and Regular Meeting Minutes of December 8, 2014.

** Councilmember Bell made a motion to approve the City Council Special Minutes of December 15, 2014 and Regular Meeting Minutes 8, 2014.

** Councilmember Lane seconded the motion. Councilmember Trube asked that the one change be reflected in the minutes of the Regular Meeting held on the 15th of December 2014.

MOTION CARRIED UNANIMOUSLY.

(5) PRESENTATION

a. Christmas Lighting Contest Winners – Clean City Chairman David Pennington recognized the 2014 Christmas Lighting Contest Winners as follows: 3rd place: Dennis Mc Colgin- 1415 Oak; 2nd Place: Johnnie & Cheryl Anders-2506 Houston Dr. N.; 1st Place: David Curnutt, 2810 Magnolia. There were 22 participants that entered into the contest this year.

b. Special Recognition of Cook Ford and De Montrond

Councilmember Brown will deliver the plaque to Cook Ford. 'Allen' of De Montrond excepted a plaque in recognition of the classic vehicles that were donated for the City's elected officials to ride in this year's 2014 Christmas Parade.

(6) CITIZEN'S PARTICIPATION



1111 Bayou
La Marque, Texas 77568
409.938.9202

1. Geraldine Sam wished a Happy Martin Luther King, Jr. Day. Spoke for Item F, the possibility of body cameras for the La Marque Police Officers and thanked the Police Chief and the department for being proactive and not reactive, and staying ahead of the game.
2. Clarence Caldwell, congratulated the new Police Chief. Expressed concerns with the following: 1) People driving of four wheelers in his neighborhood beginning around 4 p.m. - 10 p.m. and that this has been an ongoing issue, sometimes riding with small children on them. 2) Water leak on the City's side at his house, since before Thanksgiving, City has not completed the job cleaning of ditch and finished grading of the dirt. 3) Wild dogs running loose (pit bulls).

Mayor responded that now the new Police Chief is aware and the Public Works Director and City Manager will get back to him on these issues.

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2014-0024** amending City of La Marque Fiscal Year 2015 Budget to recognize funds received from Galveston County for mutual aid fire protection services and to appropriate certain fire expenditures per contract by increasing revenue account 48-3801-00-00 by \$22,500.00 and increasing appropriation to Fire expenditure account 48-3020-06-00 by \$22,500.00.

Mayor Hocking closed the Regular Meeting and called Public Hearing at 6:14 p.m.

No one spoke.

Mayor Hocking closed Public Hearing and reconvened the Regular Meeting at 6:14 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding Ordinance No. **O-2014-0024** amending City of La Marque Fiscal Year 2015 Budget to recognize funds received from Galveston County for mutual aid fire protection services and to appropriate certain fire expenditures per contract by increasing revenue account 48-3801-00-00 by \$22,500.00 and increasing appropriation to Fire expenditure account 48-3020-06-00 by \$22,500.00. **THIS IS THE SECOND AND FINAL READING.**

****** Councilmember Trube made a motion to adopt Ordinance No. **O-2014-0024** amending City of La Marque Fiscal Year 2015 Budget to recognize funds received from Galveston County for mutual aid fire protection services and to appropriate certain fire expenditures per contract by increasing revenue account 48-3801-00-00 by \$22,500.00 and increasing appropriation to Fire expenditure account 48-3020-06-00 by \$22,500.00.

****** Councilmember Bell seconded. Councilmember Bell asked Chief Grimm what would be purchased with the monies and whether it was a one-time expenditure, to which Chief Grimm replied that it was primarily for health and wellness equipment (physical fitness) and that this is not a recurring expenditure. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS



1111 Bayou
La Marque, Texas 77568
409.938.9202

a. Discussion/possible action regarding the recommendation of Planning and Zoning Commission to deny the request of a proposed rezone for a tract of land from R-1 Residential to C-1 (General Commercial). Property has an existing non-conforming use as C-1 General Commercial, Property described as lot 23 of La Marque Heights, a subdivision in Galveston County, Texas According to the map or plat thereof recorded in Volume 254A. Page 60, and transferred to Plat record 4, Map No. 73 A, of the map records of Galveston County Texas addresses as 3004 Taylor, La Marque, Galveston County, Texas **(If City Council decides to approve the Re-zone, this will be the FIRST READING OF ORDINANCE NO. O-2015-001.)**

Attorney Mark Stephens, the property owners' legal representative gave a brief overview of the property and business that is currently located at 3004 Taylor. This kind of business is where the fabrication of customized stonework takes place on-site, wherever the customer resides. It doesn't take place on Taylor. He addressed some issues that neighbors had in previous meetings of the Planning and Zoning Commission and are part of this agenda packet for review.

The homeowner bought the property in 1997, shortly thereafter, he placed a fence around the area and began developing the building in 2002. At that time there was no zoning in La Marque. "It is questionable whether zoning should have been superimposed at that time, since that use was consistent with the other uses up and down the adjacent roads. I am asking to you take the step and allow him to realize the full value of his property."

Councilmember Lane asked how many years the business had been at that location, if the owner had any plans to sell the property, operating hours, how many complaints had been received and also whether or not, if the business expanded, would it create more traffic in the area. To which the property owner, Mr. Neal responded that the business had been there since 2002, he didn't have any plans on selling the property, and the operating hours are 7:30 a.m. to 4:00 p.m. Monday through Friday. No complaints have been received. There may be very little if any change in traffic due to a proposed expansion.

Councilmember Bell asked if the property owner intends to expand the business, to which, the owner responded that a few years back, he brought plans in hopes to expand his business to City Hall and he was advised by previous employees that the property should be zoned commercial first.

Councilmember Bell said that the property is in his District and that the citizens surrounding the business have shown an overwhelming disapproval of and are in opposition of the zoning change.

"Did you have an opportunity to speak to anyone during the time that the Zoning Ordinance was shaped, to voice your concerns? There were some businesses zoned commercial based on their pre-existing history." The property owner said he was told that at that time, that there wouldn't be a problem.

Discussion followed concerning stipulations, conditions or limitations that could possibly be placed that will allow for a compromise and would give Mr. Neal an opportunity to have more



1111 Bayou
La Marque, Texas 77568
409.938.9202

time “exhaust all remedies”, or come up with some type of an agreement for future constrictive uses at that location that would also satisfy the neighbors.

Councilmember Lane made a motion to table this item. Councilmember Trube seconded the motion. **MOTION CARRIED WITH A VOTE OF FOUR TO ONE**, with Councilmember Brown opposing.

Councilmember Bell asked that if a group/block meeting were to be called, that he would like for himself, the Mayor and a few others to be notified, so that they could have the opportunity to attend.

b. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2015-002**, abandonment of Tract two, a tract of land out of a portion of Prune Street 80 foot wide right of way lying South of Block 49 and that portion of Block 50 lying East of the G.H. & H. railroad right of way and North of Block 56, all in Subdivision “K” of the COOK AND STEWART SUBDIVISION, a subdivision in Galveston, County, Texas, according to the map or plat thereof recorded in Volume 81, Page 526 in the Office of the County Clerk of Galveston County, Texas **THIS IS THE FIRST READING**

Councilmember Trube made a motion to approve the recommendation of the Planning and Zoning Commission to adopt Ordinance No. **O-2015-002**, abandonment of Tract two, a tract of land out of a portion of Prune Street 80 foot wide right of way lying South of Block 49 and that portion of Block 50 lying East of the G.H. & H. railroad right of way and North of Block 56, all in Subdivision “K” of the COOK AND STEWART SUBDIVISION, a subdivision in Galveston, County, Texas, according to the map or plat thereof recorded in Volume 81, Page 526 in the Office of the County Clerk of Galveston County, Texas

Councilmember Brown seconded the motion. Councilmember Trube had an issue with the backup, referring to a set of minutes and the wording on the agenda. It was said to be on a different item. **MOTION CARRIED UNANIMOUSLY.**

c. Discussion/possible action regarding the recommendation of the Planning and Zoning Commission to approve the Preliminary Plat of Saltgrass Crossing Section 2, being 43.2 acres of land containing 154 lots (50 X120 Typ) and sixteen reserves in four blocks out of the Stephen F. Austin League A-2, City of La Marque, Galveston Texas, allowing a variance of Code Section 41-107 (e), for the dimension of the lots reduced from 60’X120’ to 50’ X 120’ in size.

** Councilmember Trube made a motion to approve the recommendation of the Planning and Zoning Commission to approve the Preliminary Plat of Saltgrass Crossing Section 2, being 43.2 acres of land containing 154 lots (50 X120 Typ) and sixteen reserves in four blocks out of the Stephen F. Austin League A-2, City of La Marque, Galveston Texas, allowing a variance of Code Section 41-107 (e), for the dimension of the lots reduced from 60’X120’ to 50’ X 120’ in size.

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



1111 Bayou
La Marque, Texas 77568
409.938.9202

d. Discussion/possible action regarding the adoption of Resolution No. **R-2015-001**, to approve the annexation of a 2.31 acre tract located in the Stephen F. Austin League No.4, Galveston County, Texas into Galveston County Municipal Utility District No. 68.

Councilmember Bell made a motion to adopt Resolution No. **R-2015-001**, to approve the annexation of a 2.31 acre tract located in the Stephen F. Austin League No.4, Galveston County, Texas into Galveston County Municipal Utility District No. 68.

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

e. Discussion/possible action to authorize the Fire Department to proceed with disposition of surplus property.

** Councilmember Trube made a motion to authorize the Fire Department to proceed with disposition of surplus property.

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

f. Discuss and provide direction to City Manager regarding the purchase of body cameras for the La Marque Police Officers.

Councilmember Bell had requested this item be placed on the agenda. Then said that body cameras are vital for the safety of the officers and the benefits of the citizens. Reported that after doing some research, and a study showed that a 60% reduction in force by officers and an 80% or more reduction in citizen complaints, when officers use body cameras. "I believe that these body cameras are effective in providing a level of transparency that is needed to strengthen our community relations and also provides "real-time" data and allows us to have job specific evaluations and targeted training for those officers." Then asked Police Chief to share some information on body cameras.

Chief King stated, "We appreciate your leadership on this issue and helping us bring to the forefront." This is a very hot button topic for the nation at this time. Long before it became a matter of national focus Lt. Jackson had begun significant research on this project. They will be seeking the best in value, type, cost, and quality and specifically designed for police work. Chief King shared some information including shoulder mounted types, and infra-red cameras. There is a two month wait in order to test some of these types. They will be looking at the Galveston County Sheriff Office and other surround cities as to what they will be looking into. Storage of data space was discussed briefly.

Lt. Jackson began, "There are many different types of body cameras available. The one that we feel is the best for La Marque is the TASER brand, shoulder mounted, "Axon Flex". The City would provide the storage of the data."

Chief King added, "Most of the commitments for grant money has been committed to some of the bigger cities stretched across the United States, but the City will be pursuing possibilities of grant monies available through H-GAC and through corporate assistance."



1111 Bayou
La Marque, Texas 77568
409.938.9202

It was the consent of City Council to direct staff to continue to move forward and further explore the body cameras.

Councilmember Trube asked that more than one vendor and or brand be brought before City Council so that there is more than one option to choose from.

Chief King, "Absolutely, that is why we would like to get the product study from the City of Houston. I would rather leverage the work that they have done and the field work, because they deploy them across two to three hundred officers compared to our few, so the reliability of the research goes up. You can also see the pricing scales."

Councilmember Bell added, "I don't want to linger. We can move quickly with the information so and provide it to the Council so we can act efficiently and effectively."

g. Discussion/possible action regarding accepting the Quarterly Investment Reports for the Third Quarter 2014.

** Councilmember Bell made a motion to accept the Quarterly Investment Reports for the Third Quarter 2014.

** Councilmember Trube seconded the motion.

Councilmember Trube referred to page 111, "I see, we have lost \$269,262.00. Is that correct?"

Finance Director Kou answered, "No, that is not a loss, which is a decrease of the portfolio, in other words we moved them to cash in the bank to pay the bills." **MOTION CARRIED UNANIMOUSLY.**

h. Discuss and provide direction to City Manager regarding a formal "Blight Reduction Program"

Mayor Hocking began by stating that this item was proposed by Mayor P, after a meeting of which the City Manager was asked to come up with some type of a plan or program.

Councilmember Bell states, "One of the continuing problems that we have in our city, is that some areas are plagued with blight. There are vacant lots, vacant properties, with dilapidated homes which are harmful to public safety. For various reasons individuals haven't been able to keep up with these properties. We have Code Enforcement Officers that continue to try to address these issues. We have seen a lot of issues over the past few years, which we face because we don't have a comprehensive plan for blight reduction. Because of that, we met with members of staff to try to come up with a plan that will not only address the issues with our Code Enforcement and also offer an opportunity for citizens to relocate back into the City of La Marque. One of the most successful plans was one that was found from New Orleans, Louisiana after Hurricane Katrina. We want a system that will track complaints via the internet, provide efficient service according to ordinances and State laws, to provide a way for people to buy back



1111 Bayou
La Marque, Texas 77568
409.938.9202

into our City. We are trying to speed up the process. Deliver more transparency and allow for our City to be resettled.”

Councilmember Lane stated, “I think a severe way to combat blight should be spear-headed by education. We have dozens of houses within our City that qualify for assistance from FEMA. But the citizens don’t have the no how to make that s come to pass. We should have some types of classes to information

Councilmember Trube asked, “What is in this plan that the City isn’t already doing with the people and the funds that we have available?”

Councilmember Bell continued, “In the way we handle complaints, there is no consistency in the chain of command in the order of receiving and tracking complaints. We want to be able to provide technology services to track complaints, enable citizens to turn in complaints from their homes, and reduce the turn-around time. We will need a system of alarm or alert to provide all parties involved access to this information.

For instance, if the time is up for the removing a junked vehicle, then the Police Department would be empowered to act and be able to call for a wrecker service. The EDC is also looking into providing ways to be able to buy back into the City.”

City Manager Buttler added, “This money is available until the end of this year, and is separate from those who want a complete home, from Hurricane Ike damage. This money would help with the demolishing and removable of the debris. This information is for your review and to provide feedback. The new website will have a work-order system. Using a formal Program will help in all areas. ”

i. Discussion of relocating Development Services to Public Works Building

Mayor Hocking said after speaking with members of City Council and each member of City Council speaking with the City Manager in individual discussions, it is that the move is not going to take place.

Councilmember Trube asked that in the future, if a move as this is contemplated, for it to first come through City Council.

(10) CITY MANAGER’S REPORT

Mayor Hocking deferred this item to the meeting of the 26th of January



1111 Bayou
La Marque, Texas 77568
409.938.9202

- (11) **REQUESTS AND ANNOUNCEMENTS** – Mayor Hocking announced the promotion of Lt. Kirk Jackson to the position of Assistant Police Chief. After introducing family and friends of Kirk Jackson, Ms. Jackson pinned on the Assistant Police Chief pin to Mr. Jackson.

Chief King stated, “One of the things as Chief of Police, that gives me great honor and pleasure, is that I get to honor a distinguished career. In no place is that more evident as with Kirk Jackson. He began his career with the La Marque Police Department in October of 1994. He served as a Patrol Officer, studied and promoted to Sergeant in February of 1999. In December 2001, he became a Lieutenant. He has served as the Interim Chief on two occasions. He is a graduate of the FBI National Academy. For an Assistant Chief, you must demonstrate the highest levels of professionalism and knowledge in your profession, and if anyone has earned that honor it is Assistant Chief Jackson.”

Councilmember Brown reminded all how the City has moved forward in 2014.

Councilmember Trube thanked all for attending and congratulated Mr. Jackson.

Councilmember Lane thanked Mr. Rumburg for he and his staff for their hard work through the Holidays and commended Mr. Brown on the sled.

Councilmember Bell congratulated Mr. Jackson and all of the City Departments on a productive 2014 and wished all a happy new year.

Mayor Hocking congratulated Mr. Jackson and thanked everyone for their questions, and thanks Council and citizens for attending

- (12) **EXECUTIVE SESSION** – there was no Executive Session

(13) **ADJOURNMENT**

Councilmember Bell made a motion to adjourn the meeting at 7:40 p.m. Councilmember Trube seconded. **MOTION CARRIED UNANIMOUSLY.**

Robin Eldridge, TRMC
City Clerk

Bobby Hocking, Mayor



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: Suzy Kou
Department: Finance

Agenda item: 9b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action to accept the City of La Marque and the La Marque EDC's Audited Comprehensive Annual Financial Report as of fiscal year ending September 30, 2015.

X

Attachments for reference (to be distributed at meeting by auditor)

1. City CAFR draft
2. Single Audit draft
3. Fiscal year management letter draft
4. La Marque EDC Annual Financial Report
5. Management letter 2015 and prior years update

STAFF BRIEFING:

- It is a required procedure to have the City's and LM EDC's financials audited by independent auditors and present to Council each fiscal year.

HISTORY:

TARGET IMPLEMENTATION: June 13, 2016

SIGNIFICANT ACTION DATES:

June 13, 2016 – City Council accepts fiscal year 2014-15 CAFR, Single Audit, and LM EDC CAFR.

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	
Acct. Name(s)	
Line Items #	
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to accept the City of La Marque and the La Marque EDC's Audited Comprehensive Annual Financial Report as of fiscal year ending September 30, 2015.

FISCAL IMPACT: N/A

(Agenda Item 9b)

Backup for this item will
be provided at the City
Council meeting on
Monday, June 13, 2016



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016

Prepared by: Gerald Grimm

Department: Fire Department

Agenda item: 9e

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2016-009** amending City of La Marque Fiscal Year 2016 Budget to recognize miscellaneous funds totaling \$4,847.86 which were received from various agencies for training, mutual aid participation, training reimbursements, standby services, and donations as delineated in Exhibit A attached to be used for vehicle/building maintenance, equipment, or training, and increasing Fire Revenue Account 48-3801-00-00 by \$4,847.86 and, increasing appropriation to Fire Expenditure Account 48-3020-06-00 by \$4,847.86. **THIS IS THE FIRST READING.**

☒ **Attachments for reference**

1. Ordinance
2. Description of funding by agency

STAFF BRIEFING:

- Regional Area Trauma Center provides funding annually to member entities for continued participation
- LMISD provides partial reimbursement for overtime costs incurred for LMFD EMS Standby Services at LMHS football games
- Texas A & M Forest Service provides limited reimbursement for training activities annually in return for participation in the Texas Inter-Agency Fire Mutual Aid System
- TCOLE allocates partial funding yearly for Peace Officer training.
- Miscellaneous donations are received periodically.
- City Attorney has previously reviewed and approved the original ordinance template which is used periodically to recognize miscellaneous funds received by the department

HISTORY:

- The LMFD routinely receives funding and/or donations from various sources for services rendered and/or participation in mutual aid agreements.

TARGET IMPLEMENTATION: Following second and final reading July 12, 2016

SIGNIFICANT ACTION DATES: NA



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	\$0.00
Actual Bid	NA
Estimated Expenditure	\$4,847.86
Acct. Name(s)	See Ordinance
Line Items #	See Ordinance
Other Funding	NA

STAFF RECOMMENDATION: Motion to adopt Ordinance **No. O-2016-009** amending City of La Marque Fiscal Year 2016 Budget to recognize miscellaneous funds totaling \$4,847.86 which were received from various agencies for training, mutual aid participation, training reimbursements, standby services, and donations as delineated in Exhibit A attached to be used for vehicle/building maintenance, equipment, or training, and increasing Fire Revenue Account 48-3801-00-00 by \$4,847.86 and, increasing appropriation to Fire Expenditure Account 48-3020-06-00 by \$4,847.86.
THIS IS THE FIRST READING.

Fiscal Impact: \$4,847.86 increase in Fire Reserve revenue; and, \$4,847.86 increase in appropriation for Fire operating expenditures.

ORDINANCE NO. O-2016-009

AN ORDINANCE AMENDING THE CITY OF LA MARQUE FISCAL YEAR 2016 BUDGET BY INCREASING APPROPRIATION OF FOUR THOUSAND EIGHT HUNDRED FORTY SEVEN DOLLARS AND EIGHTY SIX CENTS (\$4,847.86) TO FIRE EXPENDITURE ACCOUNT 48-3020-06-00 FOR REPAIR AND MAINTENANCE OF BUILDINGS AND FIXTURES IN THE FIRE RESERVE FUND; AND, INCREASING FIRE RESERVE REVENUE OF FOUR THOUSAND EIGHT HUNDRED FORTY SEVEN DOLLARS AND EIGHTY SIX CENTS (\$4,847.86) TO FIRE RESERVE REVENUE ACCOUNT 48-3801-00-00.

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

Section 1. That the City of La Marque Fiscal Year 2016 Budget is hereby amended by increasing account 48-3020-06-00 and account 48-3801-00-00 herein by reference.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Tex. Gov't Code.

PASSED and APPROVED on first reading on the _____ day of _____, 2016.

PASSED, APPROVED and ADOPTED on second and final reading on the _____ day of _____, 2016.

CITY OF LA MARQUE

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

LA MARQUE FIRE DEPARTMENT

EXHIBIT 'A'

JUNE 13, 2016

BUDGET AMENDMENT ATTACHMENT TO COUNCIL AGENDA

DESCRIPTION OF FUNDS RECEIVED BY AGENCY

1. East Texas Gulf Coast Regional Trauma Advisory Council - \$2,223.00
2. Texas Comptroller of Public Accounts (TCOLE) – 786.78
3. La Marque Independent School District - \$800.00
4. Sawyer v Stericycle - \$500.00
5. Texas A & M Forest Service - \$385.00
6. Creative & Caasco Signs, Inc. - \$138.89
7. Denbury Royalty Disbursement - \$14.19

TOTAL: \$4,847.86



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016

Prepared by: Chief Kirk Jackson

Department: Police

Agenda item: 9f

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2016-0010**, amending City of La Marque Code of Ordinances Chapter 44, Article I, Section 44-14. **THIS IS THE FIRST READING**

X

Attach for reference

1. Ordinance
2. Current code including changes to Section 44-14 – Noises as public nuisances.
3. Proposed “Special Event Permit Application.”

STAFF BRIEFING:

- The La Marque Code of Ordinances, Section 44-14, prohibits musical amplification devices which emit sound audible at a distance of 50 feet.
- The ordinance prohibits sound amplification and has no provisions for musical concerts or any other type of event at which sound amplification equipment is used.
- Bayou Fest is an annual Texas City – La Marque Chamber of Commerce celebration hosted in the City of La Marque which includes a concert which violates Section 44-14.
- There have been concerts in the past that also violated the restrictions as listed in Section 44-14.
- A proposed change to Section 44-14 provides for a ‘Special Event Permit’ that may be issued for events at which music or voice amplification equipment is used.

HISTORY:

- The La Marque City Ordinance addressing noises as public nuisances was amended in 2002 making it a violation to play a music amplification device in a manner that made it audible at a distance of 50 feet from the source.
- The Texas City – La Marque Chamber of Commerce has hosted an annual event dating back to 2002 which includes a musical concert.
- There have been other musical concerts in the past hosted at private properties/venues as well.
- La Marque Code of Ordinances, Section 44-14, has no exemptions to the loud noise ordinance such as a special event permit.

TARGET IMPLEMENTATION:

Upon second reading of the Ordinance.

SIGNIFICANT ACTION DATES:

2/25/2002 – Amending of Section 44-14



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	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2016-0010**, amending City of La Marque Code of Ordinances Chapter 44, Article I, Section 44-14. **THIS IS THE FIRST READING**

FISCAL IMPACT: N/A

ORDINANCE NO. O-2016-0010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 44, MISCELLANEOUS OFFENSES AND PROVISIONS, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, BY REPEALING SEC. 44-14, NOISES AS PUBLIC NUISANCES, AND IN ITS PLACE ADOPTING A NEW SECTION 44-14, NOISES AS PUBLIC NUISANCES, PROVIDING FOR A PENALTY; AND PROVIDING A SEVERABILITY CLAUSE.

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

SECTION ONE:

That Sec. 44-14, Noises as Pubic Nuisances, of Chapter 44, Miscellaneous Offenses and Provisions, Article I, In General, is hereby repealed.

SECTION TWO:

That Sec. 44-14, Noises as Pubic Nuisances, of Chapter 44, Miscellaneous Offenses and Provisions, Article I, In General, is hereby adopted to add a new Section 44-14, Noises as Public Nuisances, to read as follows:

“Sec. 44-14. - Noises as public nuisances.

(a) Enumeration of specific loud noises.

- (1) No person(s) may play any musical type apparatus inside or outside a residence or business so that the sound is plainly audible at a distance of 50 or more feet outside of the building or structure from source of noise or sound without first obtaining a permit to do so as provided in section (b) below.
- (2) No person(s) shall sound any horn or signal device on any automobile, motorcycle, or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control or in motion only as a danger signal after or as brakes are being applied and deceleration of vehicle is intended; the creation by means of any signal device plainly audible at a distance of 50 or more feet.
- (3) The keeping of any animal or bird causing a frequent or long-continued noise plainly audible at a distance of 50 feet or more constitutes a nuisance. Refer to existing Galveston County Health District Rules for animal control, section .028(b).

(b) A permit is required for the use of outdoor sound amplification equipment for special events such as concerts, civic or church events or an event which invokes rights pursuant to the First Amendment of the United States Constitution. Such permit:

Noise Ordinance amendment

- (1) May be made by making application to the Chief of Police.
- (2) Is valid for one 15-hour period between the hours of 9:00 a.m. and 12:00 a.m.
- (3) Shall only permit the amplification of either music and/or human speech.
- (4) Shall be applied for no later than five (5) working days prior to the date for which the permit is being sought.

The application for the permit required to be filed pursuant to this section shall contain the following information:

- (1) The date of the application.
 - (2) The date for which the permit is requested.
 - (3) The name and address of the applicant.
 - (4) The name and address of the person who will have charge of the sound amplifying equipment.
 - (5) The purpose for which the sound equipment will be used.
 - (6) The address and/or a description of the location where the sound equipment will be used.
 - (7) The anticipated number of persons and or spectators who will be in attendance.
 - (8) If security will be provided, the company which will be providing the site security.
- (c) Penalty. The violation of any provision of this section shall be unlawful and a misdemeanor offense, punishable by a fine not exceeding \$500.00. Each referral and each day a violation of this section continues shall constitute a separate offense.”
- (d) Severability. Severability is intended throughout and within this article. If any provision, including any section, paragraph, sentence, clause, phrase or word or the application thereof to any person or circumstances is held invalid, the application to other persons or under other circumstances shall not be affected thereby and the validity of the provision in any and all other respects shall not be affected thereby. It is intended that this provision be held inapplicable in any case if such exists, where its application would be unconstitutional construction hereof is intended and shall be given. There is no intent herein to violate either the Texas Constitution or the Constitution of the United States.

PASSED AND APPROVED on First reading this ____ day of _____, 2016.

PASSED, APPROVED AND ADOPTED on Second and Final reading this the ____ day of _____, 2016.

Noise Ordinance amendment

CITY OF LA MARQUE

Bobby Hocking, Mayor

ATTEST:

APPROVED AS TO FORM:

Robin Eldridge, City Clerk

Ellis J. Ortego, City Attorney

Sec. 44-14. - Noises as public nuisances.

(a) Enumeration of specific loud noises.

- (1) No person(s) may play any musical type apparatus inside or outside a residence or business so that the sound is plainly audible at a distance of 50 or more feet outside of the building or structure from source of noise or sound **without first obtaining a permit to do so as provided in section (b) below.**
- (2) No person(s) shall sound any horn or signal device on any automobile, motorcycle, or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control or in motion only as a danger signal after or as brakes are being applied and deceleration of vehicle is intended; the creation by means of any signal device plainly audible at a distance of 50 or more feet.
- (3) The keeping of any animal or bird causing a frequent or long-continued noise plainly audible at a distance of 50 feet or more constitutes a nuisance. Refer to existing Galveston County Health District Rules for animal control, section .028(b).

(b) **A permit is required for the use of outdoor sound amplification equipment for special events such as concerts, civic or church events or an event which invokes rights pursuant the First Amendment of the United States Constitution. Such permit:**

- (1) May be made by making application to the Chief of Police.**
- (2) Is valid for one 15-hour period between the hours of 9:00 a.m. and 12:00 a.m.**
- (3) Shall only permit the amplification of either music and/or human speech.**
- (4) Shall be applied for no later than five working days prior to the date for which the permit is being sought.**

The application for the permit required to be filed pursuant to this section shall contain the following information:

- (1) The date of the application.**
- (2) The date for which the permit is requested.**
- (3) The name and address of the applicant.**
- (4) The name and address of the person who will have charge of the sound amplifying equipment.**
- (5) The purpose for which the sound equipment will be used.**
- (6) The address and/or a description of the location where the sound equipment will be used.**
- (7) The anticipated number of persons and or spectators who will be in attendance.**
- (8) If security will be provided, the company which will be providing the site security.**

(c) **Penalty. The violation of any provision of this section shall be unlawful and a misdemeanor offense, punishable by a fine not exceeding \$500.00. Each referral and each day a violation of this section continues shall constitute a separate offense.**



CITY OF LA MARQUE

APPLICATION FOR SPECIAL EVENT

THIS APPLICATION FOR A SPECIAL EVENT IS MADE PURSUANT TO SECTION 44-14 OF THE LA MARQUE CODE OF ORDINANCES. BY AFFIXING MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND WILL COMPLY WITH ALL LA MARQUE CITY ORDINANCES AND STATE LAWS RELATED TO SOUND AMPLIFICATION.

DATE: _____

NAME OF APPLICANT:	ORGANIZATION (IF APPLICABLE):
ADDRESS:	TELEPHONE NUMBER:
EVENT LOCATION:	DATE/TIMES:
EXPECTED ATTENDANCE:	SECURITY PROVIDED:
NAME AND CONTACT NUMBER FOR THE PERSON RESPONSIBLE FOR SOUND AMPLIFICATION EQUIPMENT.	

APPLICANT SIGNATURE

DATE

PERMIT:

☐ GRANTED

☐ DENIED

CHIEF OF POLICE



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: Robin Eldridge
Department: City Clerk

Agenda item: 9g
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding reappointing/appointing a member (s) to various Boards and Commissions

- ☒ Attachments for reference
1. Current vacancies
2. Application(s)

STAFF BRIEFING: Per Resolution 1032 – Section 3 Nominations and Appointments

- There are very few positions that remain vacant, after appointments and reappointments were made earlier this year.
- City Council will be making reappointments/ appointments in December for the bulk of those members whose terms expire in 2016.

HISTORY:

- Appointments to the various Boards and Commissions have traditionally been done at a certain time of the year, or as vacancies occur on each of the Boards or Commissions as per Section 3, of Resolution 1032
- At all City Council meetings applications are available for any citizen to pick up and fill out and turn in to be reviewed for possible appointment to any of the available vacancies that there may be on any of the Boards and Commissions
- The Mayor, and each City Councilmember have specific appointees to each of the Boards and Commissions
- Vacancies occur occasionally when reappointment or appointments are made.

TARGET IMPLEMENTATION: As soon as practicable

SIGNIFICANT ACTION DATES:

- Earlier this year, appointments and reappointments were made by Mayor and City Council, which left some vacancies in a few of the Boards and Commissions

ACTION:

- | | |
|---|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other –Appointments | |

Cost Details:

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



CITY COUNCIL AGENDA FORM

☒

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

STAFF'S RECOMMENDATION: Discussion/possible action regarding reappointing/appointing a member(s) to the Board of Adjustments

Fiscal Impact: Boards and Commission members serve without pay.

BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT- ORD. 953		Appointed	Expires	Appoints
1. Charlotte Westerlage	825 Shady Lane	15	17	D
2. Vacant-		14	16	C
3. Herman Harper	102 Union	15	17	A
4. Harold Augustus	1030 Laurel	14	16	M
5. C.J. Leggett	1225 Kirsten	13	15	B
ALTERNATES				
1. Willie Alexander	2114 Evergreen	14	16	D
2. Vacant-		14	16	B

The Board shall consist of five (5) members who are residents of the City, each to be appointed by the City Council for a term of two years and removable for cause by the appointing authority upon written charges and after public hearing.

The City Council may appoint two (2) alternate members of the Board who shall serve in the absence of one (1) or more of the regular members.

These alternate members, when appointed, shall serve for the same period as the regular members, which are for a term of two (2) years, and any vacancy shall be filled in the same manner, and they shall be subject to removal the same as the regular members.

Each position on the Board shall be given a numerical designation with the designations beginning with the number 1 and ending with the number 5.

The terms of the odd-numbered positions (1, 3 & 5) will expire in odd-numbered years and the terms of even-numbered years (2 & 4) shall expire in even-numbered years. Board members may be appointed to successive terms.

CEMETARY BOARD

CEMETARY BOARD – ORD. 1033		Appointed	Expires	Appoints
1. Ellen Haney		15	17	A
2. Vacant		14	16	C
3. Kurt Koopman	1004 Lilac	14	16	B
4. Bim Crowder	401 Texas Avenue	14	16	D
5. David Pennington (Chair)	924 Cypress	15	17	M
Ex-Officio Councilmember Clent Brown	Appointed 12.12.11			

The Cemetery Board for the City of La Marque, Texas shall consist of five (5) members to be appointed by City Council; and one ex-officio member of City Council.

Board members shall serve for two (2) year terms.

CLEAN CITY COMMISSION

CLEAN CITY COMMISSION ORD. #857		Appointed	Expires	Appoints
1. Vacant		15	17	B
2. Carlos Flores	509 Wisteria	14	16	D
3. Joe A. Compian	1020 Duroux	15	17	A
4. Vacant		14	16	M
5. Nancy Polk	1503 Brazos	15	17	B
6. Whitney Kirkland	1708 Lake Road	14	16	M
7. Vacant		15	17	C

All seven (7) commissioners appointed by the City Council serve two (2) year staggered terms, except that appointment to vacancies shall be for the unexpired term of the position to which the appointment is made.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: BOARD OF ADJUSTMENTS

Board Preference 2: _____

Name: DAVID PENNINGTON

Home Address: 924 CYPRESS

City: LA MARQUE Zip: 77568 La Marque Resident: 15 yrs

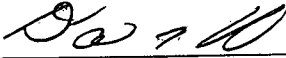
Home Telephone: 409-239-4464 Home E-mail: WINDANC99@AOL.COM

Profession: RETIRED

Special Knowledge or Experience applicable to City Board/Commission function:
CHAIRMAN CEMETERY BOARD, FORMER CHAIRMAN CEMETERY CITY COM.

Other Information (Civic Activities):

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: 

Date: 1-11-16

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD,
LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

Fiscal 2016-17 Annual Operating and Capital Plan Calendar of Events for Budget Preparation and Adoption

April 30	Preliminary values for 2016 available from Appraisal District
May 20	Deadline for all department requests to be submitted to Finance
May 23-June 17	City Manager meet with department heads (If necessary)
June 20-July 8	City Manager and Finance Director balance the budget
July 18	City Manager Proposes Budget (Special Council Meeting)
July 18	Budget filed with City Clerk
July 25-July 28	Council workshops (Proposed)
July 27	Certified Values for 2016 received from Appraisal District
August 15	First Budget Public Hearing
August 15	First Tax Public Hearing
August 16	Council workshop (If necessary)
August 18	Council workshop (If necessary)
August 29	Second Tax Public Hearing
September 6	Second Budget Public Hearing
September 6	Budget Adoption First Reading
September 7	Tax Rate Adoption First Reading
September 12	Budget Adoption-Second and Final Reading
September 12	Tax Rate Adoption Ordinance Public Hearing
September 12	Tax Rate Adoption Second and Final Reading
October 1	Fiscal Year Begins



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016

Prepared by: Carol Buttler

Department: Council

Agenda item: 9i

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding City Council's vision for City Parks and provide direction to the City Manager and Parks Board.

☒ **x**

Attach for reference

1. Unexpired agreement of current athletic league
2. Samples of fees charged by area cities for athletic leagues

STAFF BRIEFING:

- Councilmember Lane requested this item be placed on the Council agenda for discussion.

HISTORY:

TARGET IMPLEMENTATION: Dependent on Council discussion

SIGNIFICANT ACTION DATES:

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Fees for parks | |
| ☒ 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: Dependent on Council discussion

FISCAL IMPACT - unknown



CITY OF LA MARQUE

AGREEMENT FOR USE OF CITY LAND FOR ATHLETIC FUNCTIONS

SECTION 1. Parties. This Agreement ("Agreement") is made by and between the City of La Marque, Texas (hereinafter called "City") and the Bay Area Bears (hereinafter called Lessee).

SECTION 2. City hereby grants Lessee permission to use the athletic fields located in Highland Bayou Park, (the Premises), said Premises being owned by the City of La Marque and located within the corporate limits of the City.

SECTION 3. Consideration. As consideration for use of facilities, Lessee shall pay the City the sum of \$1.00 per year. During the term of this Agreement, Lessee shall also pay any portion which exceeds \$ -0- per month for water service to the Premises no later than fifteen (15) days after receipt of invoice. If payment is not received by due date, the Lessee will pay an additional \$-0- per day after due date. The City of La Marque is not responsible for the payment, repair work or any other use of electricity at Highland Bayou Park.

SECTION 4. Term and Termination. This Agreement to use the Premises granted herein shall be for a period of three (3) year(s) commencing on November 21, 2014 and terminating on November 20, 2017. (except during the month of October) provided that City may at any time, on not less than (30) days advance written notice to the Lessee, revoke permission to use the Premises herein granted and may take possession of the Premises without being guilty in any manner of trespass; and all claims for damages for and by reason of such re-entry are hereby expressly waived by Lessee. It is agreed that City revocation of this Agreement prior to the expiration of the term hereof must be authorized by the City Council at a regular or special meeting. Lessee shall provide the Public Works Director a schedule of Lessees days and times of practice use of facilities and days and times of games. During this time, Lessee shall have exclusive use of the fields during these times. When Lessee is not using the fields for practices and/or games, the fields may be used by the general public for recreational purposes. The Lessee shall not sublet the fields to any other organization for practice, games or tournaments without the written consent of the City.

SECTION 5. Actions on Termination and Indemnity. Upon termination or expiration of this Agreement, Lessee agrees to peacefully give up the use and possession said premises to City and shall remove all equipment, uniforms, and personal property. Upon termination or expiration of this Agreement, all physical improvements placed upon the Premises by Lessee shall remain in place. It is further agreed that the City Council (or their designee) shall have the right to approve all plans and specifications before any improvements are made to the Premises by Lessee, other than normal maintenance. Lessee shall submit plans and specifications to the Parks Board for their approval, then to City Manager or designee for review and recommendation to City Council.

It is expressly understood and agreed that Lessee shall indemnify and hold City harmless from any liability for payment of any obligations incurred by Lessee or due to any improvements, etc. placed in or upon said Premises by Lessee. Lessee shall not encumber, in any manner, nor permit a lien of any type to be placed on, said Premises, and Lessee agrees to indemnify and hold City harmless in regard to any such financial obligations, liens, or encumbrances of any kind.

SECTION 6. Alcoholic Beverages. At no time shall Licensee sell or allow the sale of beer, wine or any other alcoholic beverage.

SECTION 7. Equal Opportunity. It is agreed and understood that Premises are owned by the City are the subject of this Agreement and that in the conduct of Lessee's operation thereon, discrimination on account of race, color, sex, religion, age, disability, or national origin, directly or indirectly, is strictly prohibited.

SECTION 8. Maintenance and Responsibility. Lessee shall maintain the Premises in good condition satisfactory to City. Lessee may at their own cost provide mowing to supplement that of the City. Lessee shall at their own expense be responsible for the maintenance of the fields for safety of the participants. Lessee shall also be responsible for all field lining and preparation of fields. Any unusual circumstances necessitating City assistance must be reported immediately to the Director of Public Works.

SECTION 9. Commercial Advertising. Lessee shall be able to generate revenue for the organization with the sale of fence advertising. All advertising shall be of good taste for a family venue and professionally created. Lessee shall be responsible for the installation of fence advertising at the start of the season and the removal of all advertising at the conclusion of the season. Lessee shall be solely responsible for the maintenance of all sign advertising.

SECTION 10. Annual Report and Financial Statement. It is agreed that Lessee shall furnish to the City Manager or her designee a financial statement of the past year's operation by **September 30** of each year.

SECTION 11. Insurance and Indemnification. As a condition precedent to the effectiveness of the agreement hereby granted, Lessee agrees to indemnify and hold harmless City, its officials, employees, and agents from and against any and all costs, claims, and damages (including attorney's fees) that may be caused by the use of the Premises, and shall protect and indemnify City from any and all claims, cost, expenses, judgments, and causes of action arising out of or in any way related to the use of the Premises, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, Lessee agrees to obtain and maintain an insurance policy naming the City as additionally insured. Such policy shall be for not less than \$500,000.00 per person for bodily injuries, not less than \$100,000.00 for property damage, and an aggregate limit of not less than \$1,000,000.00 per occurrence. Proof of payment of premium for said policy and a copy of said policy shall be delivered to and kept by the City Manager or her designee and such insurance shall be maintained in full force so long as this Agreement is in effect. Not less than ten days prior to expiration of a current insurance policy, Lessee shall provide a copy of a new or replacement insurance policy to the City Manager of the City inclusive of evidence of the City continuing to be named as an additional insured under the policy. Failure to provide such proof of insurance as agreed upon shall negate any use of City facilities until such compliance has been satisfied.

SECTION 12. Validity. Each section, subsection, provision, requirement, regulation, or restriction established by this Agreement is hereby declared to be independent, and the holding of any part to be unconstitutional, invalid, or ineffective for any cause shall not affect or render invalid this Agreement or amendments hereto, as a whole or any part thereof, except the particular part so declared to be invalid.

SECTION 13. Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement by the party for whom he or she signs.

SECTION 14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Galveston County.

SECTION 15. Attorney's Fees. The party prevailing in any dispute under this Agreement shall be entitled to recover its reasonable attorney's fees and costs in addition to all other relief.

SECTION 16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Lessee may not assign its interest under this Agreement without obtaining the prior consent of the City, acting through its City Council. If Lessee desires to assign its interest under this Agreement, Lessee must submit a written request to the City Manager seeking permission to assign its interest and identify to whom the Lessee proposes to assign its interest and the terms of any such assignment. The request for assignment will be considered by the City Council at a regular meeting and the City Council, in its sole discretion, may vote to consent to the assignment or vote to not consent to the assignment.

SECTION 17. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. This Agreement may be executed by facsimile signature or by a signature transmitted by facsimile and such facsimile signature or such signature transmitted by facsimile shall be considered the same as an original signature for all purposes.

SECTION 18. Correspondence. All correspondence to the City shall be mailed or delivered to:

City Manager
1111 Bayou Road
La Marque, Texas 77568

Lessee shall notify in writing to City their point of correspondence.

LESSEE:

Bay Area Bears

By: 

Name: Bobby Rose, Jr.

CITY:

City of La Marque

By: 

Name: Carol Buttler

Page 2. Agreement
COLM and Bay Area Bears

Title: _____

Date: _____

ATTEST

By: Robin Eldridge

Name: Robin Eldridge

Title: City Clerk

City of La Marque

Title: City Manager

Date: 12/11/14

CERTIFICATE OF INSURANCE				Issue Date: 3/26/2015			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
Producer: EPIC Brokers License No. OB29370 P.O.Box 13847 Sacramento CA 95853 888-880-3602				INSURERS AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: National Casualty Company INSURER C: Nationwide Life Insurance Company INSURER D: INSURER E:			
Insured: United States Specialty Sports Association 611 Line Drive Kissimmee, FL 34744 800-741-3014							
Coverages:							
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.							
INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRO0000004917100	1/1/2015	1/1/2016	Each Occurrence \$2,000,000 Damage to Rented Premises (ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKO0000004925200	1/1/2015	1/1/2016	Each Occurrence \$1,000,000 Aggregate \$1,000,000
C	Participant Accident			SPX0000026657000	1/1/2015	1/1/2016	AD&D \$ None Primary Medical \$ None Excess Medical \$100,000 Weekly Indemnity \$ None
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required) Coverage includes amateur play and practice in the insured sport for : Bay Area Bears [2015-91574037235] Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date. *\$250.00 Deductible for excess medical							
Certificate Holder:				Coverage Effective Date: 3/26/2015 12:38:00 PM			
Bay Area Bears Bobby Rosenquist 319 Ling Bayou Vista TX 77563				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Certificate # USSSA-253899				Authorized Representatives: <i>Scott Furbush</i>			

CERTIFICATE OF INSURANCE**Issue Date: 3/26/2015**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:

EPIC Brokers
License No. OB29370
P.O.Box 13847
Sacramento CA 95853
888-880-3602

INSURERS AFFORDING COVERAGE

INSURER A: National Casualty Company
INSURER B: National Casualty Company
INSURER C
INSURER D
INSURER E

Insured:

United States Specialty Sports Association
611 Line Drive
Kissimmee, FL 34744
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRO0000004917100	1/1/2015	1/1/2016	Each Occurrence \$2,000,000 Damage to Rented Premises (each occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKO0000004925200	1/1/2015	1/1/2016	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Coverage includes amateur play and practice in the insured sport for: **Bay Area Bears [2015-91574037235]**

Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:

Coverage Effective Date: 3/26/2015 12:38:00 PM

High Land Bayou Park/ City of La Ma

1801 I-45

La Marque TX 77563

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-253899-163571

Authorized Representatives:

Scott Furbush



Texas City Department of Recreation & Tourism
ATHLETIC FIELD / PAVILION – RESERVATION REQUEST



Please print clearly. This form must be completed in full on the date the room is reserved. If not, the reservation is void.

Event Name: _____

Date of Event: Day(s) of Week _____ Month _____ Day(s) _____ Year _____

Rental Time: (Includes set up and clean up): Start Time: _____ End Time: _____

Event Type: _____

Estimated Number of Guests / Teams: _____

(Lights will be charged to all reservations beginning at 5:00pm from November to February, and 6:00pm from March to October for Daylight Savings Time)

Please check the field(s) and/or pavilion(s) you would like to reserve:

(Deposit fee for pavilion is \$150 and fields are: CGSC \$400, Robinson \$200, and all other fields \$100)

Softball/Baseball Reservation Fees	TC Resident	\$15.00/hr (w/o lights)	NON Resident	\$20.00/hr (w/o lights)
		\$25.00/hr (w/ lights)		\$30.00/hr (w/ lights)

Package Prices:

Residents:

- ❖ \$475.00 per day (3 fields)
- ❖ \$625.00 per day (4 fields)
- ❖ \$775.00 per day (5 fields)

NON Residents

- ❖ \$600.00 per day (3 fields)
- ❖ \$750.00 per day (4 fields)
- ❖ \$900.00 per day (5 fields)

☐ CGSC Softball/Baseball Field
☐ #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐ #6 ☐ #7

☐ Softball / Baseball Field _____

☐ CGSC Multi-Purpose Fields _____

☐ CGSC Football Field TC Resident \$300.00/day

NON Resident \$400.00/day

☐ CGSC Football Seasonal Charge TC Resident \$1,200/season

NON Resident \$1,800/season

☐ CGSC Pavilion / Concession Stand TC Resident \$200.00/day

NON Resident \$300.00/day

☐ Concession Stand \$100.00/day

☐ Concession Trailer \$40.00/hr

ADDENDUM FOR MAINTENANCE SERVICES

- ☐ Litter removal and clean restrooms \$25 per hour / per staff
- ☐ Installing a temporary fence \$100 per field
- ☐ Loading, hauling and setting bleachers \$50 per bleacher
- ☐ Field art (logos) \$440 per logo (may vary based on size and design)
- ☐ Painting lines on fields that are being used for a sport that is not normally on that field. Example: soccer or flag football on outfield: \$350 per field

Deposit Fee	\$
Hours w/o Lights	# \$
Hours w/ Lights	# \$
Package Fee	\$
Concession	\$
Maintenance Fees	\$
TOTAL AMOUNT	\$
AMOUNT PAID	\$
Balance Due Date:	
*(+) Security Fees	\$

*This reservation is subject to review by the Recreation & Tourism Director and/or the Texas City Police Chief, after which, additional security fees may be added to the total amount due, if deemed necessary. You will be notified of and required to pay any additional fees, which will be added to your balance due. _____ (Initial)

By signing this form, I hereby affirm that all information is correct and complete. I will be present during this event and fully accountable for compliance with all City policies of which I have informed myself. I have received a copy of the rules and regulations, and understand them fully and agree to comply. _____ (Initial) I will be financially responsible for any alteration, defacing or unreasonable clean up and damages resulting from this event. Furthermore, I agree to pay all fees due and present any required permit/license/police form(s) in advance or forfeit this reservation.

Signature _____

Date _____

Name (Please Print Clearly) _____

Connection to Event _____

Home Phone _____

Address _____

City _____

State _____

Zip _____

E-mail _____

Fax Number _____

Alternative Phone _____

Office Use Only: Rsv#: _____

H/H#: _____

☐ Fee Event

OR ☐ No Fee Event

Initials _____

Date _____

CITY OF TEXAS CITY, TEXAS



Department of Recreation & Tourism • OFFICE (409) 643-5990 • FAX (409) 949-4810
2010 5th Avenue North, Texas City, TX 77590

CARLOS GARZA SPORTS COMPLEX FIELD AGREEMENT (Effective 2/1/2011)

The Athletics Office has adopted the following format in providing available fields to teams and individual tournaments. The Director or Athletics Coordinator must approve any deviation from this policy.

Purpose

This policy has been developed to assist in the allocation of fields due to the limited number of fields, the increased demand of those few fields and the limited resources available to maintain those athletic facilities. The goal is to preserve the playability to the large number of teams and individuals utilizing the City of Texas City's Carlos Garza Sports Complex. An individual must make a reservation in order to use a field. Without a reservation permit a league or individuals are susceptible to removal from the facilities. All persons must abide by these guidelines. The Athletics' Office reserves the right to deny use of athletic facilities to any organization, which deters in any way, shape, or form from the guidelines listed (as a result, the organization will forfeit any rights and/or money paid).

City sponsored leagues will be given priority of fields during their seasons.

Important Notice

Athletic fields may not be reserved on dates that conflict with the programs/special events operated by the City of Texas City or on City holidays unless authorized by the Director or Athletics Coordinator. The renter / person responsible for completing the field agreement must be a resident of Texas City to receive "Resident" pricing.

I. Reservation Deadlines and Deposits:

Tournaments: A field reservation/cleaning deposit will be required in the amount of **\$400 per rental** of the tournament. The deposit will be forfeited if the tournament is cancelled less than seven (7) days from the scheduled rental date. The reservation permit will be provided when the tournament bracket is provided and the final fees are paid at least seven (7) business days before the tournament date. No tournaments may be reserved less than fourteen (14) days in advance.

II. Fees:

- A. Reservation fees will be accepted in the form of check, cash, money order, MasterCard or Visa at the Athletics Office between the hours of 8:00 a.m. and 4:45 p.m. Monday through Friday. Deposits will be accepted in the form of check, cash, or money order only. No credit cards will be accepted for deposits. Deposits are due at the time of booking. Reservation/light deposits and cleaning deposits must be in two separate checks.
- B. Softball/Baseball fields are used at a rate of \$15.00 an hour without lights and \$25.00 an hour with lights for Texas City residents. Non-resident rates will be \$20.00 an hour without lights and \$30.00 an hour with lights. The following prices will be offered as a tournament package for use of the softball fields, restrooms, concession stand and lights (if needed):

Residents:

- ❖ \$475.00 per day (3 fields)
- ❖ \$625.00 per day (4 fields)
- ❖ \$775.00 per day (5 fields)

Non-Residents

- ❖ \$600.00 per day (3 fields)
- ❖ \$750.00 per day (4 fields)
- ❖ \$900.00 per day (5 fields)

Initial

1 | Page



- C. The football field will be rented at a rate of \$300.00 per day for residents and \$400.00 per day for non-residents.
- D. The pavilion will be rented at a rate of \$200.00 per day for residents and \$300.00 per day for non residents. This includes use of the concession stand and restrooms. There a refundable deposit of \$150.00.
- E. Fees are assessed from the starting time of the first game on a field until the end of the last game regardless of gaps in game time (I.E. if games are scheduled for 8:00 a.m. and 10:00 a.m. with a gap at 9:00 a.m., fees will still be assessed for the 9:00 a.m. block.)
- F. Security will be required for all reservations starting at 12:00 pm each day. The number of officers required will be determined by the Director of Recreation and Tourism.
- G. Fields may only be reserved by the hour. In the event that a reservation is made in a thirty (30) minute increment, the rate will be rounded up to the nearest hour.

III. Refunds:

- A. Refunds are given only when fields are unplayable due to inclement weather, electrical defects, or any other maintenance related issue. The deadline for requesting a refund is five (5) business days after the scheduled rental date and must be in writing. Refunds will not be given when teams choose not to play for reasons other than those stated above. Refunds will not be given for teams that forfeit during league or tournament play. Refunds will not be given for teams that pull out of tournaments once brackets and fees have been submitted.
- B. Refunds will be processed 8:00 a.m. – 4:45 p.m. Monday through Friday in person at the Athletics Office, Lowry Fitness Center, 1900 5th Avenue North, Texas City, TX 77590 or, by phone at (409) 643-5992. Please allow 30 days for a refund to be mailed.
- C. Cancellations: The field reservation deposit will be retained by the Athletics Office, if notice of cancellation is not made at least seven (7) days before the scheduled rental.
- D. A new reservation may be issued in place of a refund to those renters that wish to choose another available date.

IV. Requirements and Responsibilities:

- A. On-site Commissioner: All renters must provide an on-site commissioner to handle any issue that may arise during any athletic event on City of Texas City fields. No games should occur without an on-site commissioner and the commissioner's name will be provided to the Athletics Office under the Agreement Approval section.
- B. Insurance: Proof of insurance is required for all leagues and tournaments. A copy of the insurance coverage must be presented to the Athletics Office at least seven (7) full business days before tournaments. The insurance policy must have City of Texas City listed as "additional insured." If the proof of insurance is not provided, all games will be cancelled until proof of insurance is received. Individual players are not covered by any insurance policy held by the City of Texas City when playing in Non-City of Texas City activities.

During the performance of the Agreement, THE RENTER shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate

- C. Disclaimer of Liability: Neither the City nor any of its respective trustees, officers, employees, agents, successors, or assigns shall be liable of responsible for any loss, damage or injury to any person or to any property (a "loss") of organization, its employees, agents, guests, invitees, or any third party, in or upon the City's property or premises, resulting from any cause whatsoever including, but not limited to, personal injury, theft, or vandalism.

Initial _____



- D. Indemnification by Organization: Organization agrees to indemnify, defend, and hold the City and/or any of its respective trustees, officers, employees, agents, successors, or assigns harmless from and against any liability, losses, claims, demands, costs, and expenses, including but not limited, attorneys' fees and litigation expenses, arising out of or related to any act or omission of organization, including but not limited to personal injury or property damage occurring in or upon City property or the premises ("claim") in connection with organization's or its employees', agents', guests', invitees', use or occupancy of the premises, regardless of whether such claim was caused by or results from, in whole or in part, the negligence or other fault of any indemnitee, whether sole, joint, active or passive; or due to any contravention or breach of the provisions of this agreement or any applicable laws, rules, regulations, or order of any governmental agency having appropriate jurisdiction over organization, or the negligence (whether ordinary or gross) of organization or its employees, agents, guests, or invitees

In claims against any person or entity indemnified under this section IV-D by organization; by any employee, agent, guest, or invitee of organization; by anyone directly or indirectly employed by organization; or by anyone directly or indirectly employed by organization; or by anyone whose acts organization may be responsible or liable, the indemnification obligation under section IV-D shall not be limited by the amount of insurance coverage payable to organization.

- E. Cleaning fields: If the fields are left clean the full cleaning deposit will be returned. In the event that trash is left, a portion or all of the deposit may be forfeited. Cleaning of fields includes all dugouts, playing fields, bleachers, concession areas, bathrooms, parking lots and the perimeter around the playing fields inside and out of fenced areas. The fields are considered unclean if there is any trash left out in any of these areas. The fields are considered clean when all trash is placed in either the trash barrels or a dumpster
- F. All keys checked out for reservations must be returned by 12 00 pm on the 1st day following the tournament.
- G. A reservation permit shall be issued to verify confirmation of the reservation and must be carried to the game/practice site to confirm the day, date, and time of the reservation should the field be occupied.
- H. Renters must follow all City ordinances when conducting an activity with the City of Texas City and report any Ordinance violations to the Police at (409) 948-2525. Failure to report these violations could result in the forfeiture of field use rights
- I. Alcohol: All renters will be responsible for ensuring that no alcohol is consumed or possessed in the park areas, including parking lots, unless otherwise approved by the City of Texas City's Athletic Office with documentation and Police security
- J. Smoking. During adult activities players and spectators may not smoke on the field of play or in dug outs. Smoking is only allowed in the marked designated areas, which are 200 feet from the field of play. Smoking is prohibited in all restrooms.
- K. Contact Fire Department at (409) 643-5700 to secure a Fire Code Permit (by inspection) if a tent or canopy larger than 400 square feet will be used. A fire extinguisher is required for these tents.
- L. Glass containers are not permitted in any park areas and the renter is responsible for ensuring that any glass seen is disposed of immediately.
- M. Steel cleats are not allowed on any City of Texas City athletics fields. It will be the renter's responsibility to make sure no players are wearing metal cleats.
- N. Airhorns are not allowed to be used at City of Texas City athletic fields that are in close proximity to a neighborhood.
- O. Moonwalks, Water Slides, or any other large games or items are not allowed in the sports complex, except in areas allotted by the Recreation & Tourism Department

Initial _____

V. **Concessions & Sale of Goods:**



- A. **Vendor Permits:** If the renter intends to charge gate fees or raise funds, or merchandise, authorization by City of Texas City must be obtained and a vendor permit purchased and signed two (2) business days prior to the rental. Permits may be purchased in City Hall at 1801 9th Avenue North, Texas City, TX 77590. The renter will be held responsible for any vendor on site that does not have the proper paperwork and subject to City of Texas City fines for not having proper documentation
- B. **Concessions:** Renters may be allowed to operate the City of Texas City's concession stand for \$100.00, as long as vendor permits and health permits (if required) are purchased. Only pre-packaged foods and food that needs re-heating may be sold in the concession stand. The concession stand is not set up to accommodate cooking, however, popcorn machines, crock pots, microwaves and other small appliances approved by the Athletics Department are acceptable. Fryers may not be used in the concession stand or on anywhere on the property. The Renter may request to operate a fully operational concession trailer at a rate of \$40.00 per hour which includes City of Texas City staff. If the vendor will be selling food that must be cooked, an additional health permit must be obtained by the vendor from the Galveston County Health District located at: 1207 Oak St., LaMarque, TX 77568, by calling (409) 938-7221 and displayed at the point of sale.

VI Preparation of Fields:

Your field reservation entitles your group to the assigned field. The Athletics Office will assume responsibility for the preparation of the field for your group's reservation for tournament dates only (lined and dragged). Additional field preparation and services are available for fees outlined in the Addendum for Maintenance Services (pg. 6).

VII. Field Equipment:

The Athletics Office is unable to loan or rent field preparation equipment or field maintenance equipment to groups or teams reserving fields for games or tournaments due to liability issues. Renters are not allowed to use any of their own equipment on the fields without prior authorization from the Athletics Office.

VIII Lights:

All tournaments and leagues must end by 12:00am. Lights will be on a timer and will be turned off at the time requested by THE RENTER. For this reason, the RENTER must request lights to be turned off after all participants have left the premises.

IX Parking:

- A. All league participants must park in the parking lots. Do not park next to the curbs entering the parks. No parking on any grass area, unless the area has been designated for overflow parking by the City of Texas City Recreation & Tourism Department. Driving is not permitted on any turf area. All vehicles are subject to ticketing and/or towing if parked in these no parking areas.
- B. Glass breakage, theft or other damage to motor vehicles in the parking lots is not the responsibility of the City of Texas City. It is recommended that players lock their vehicles while participating in league/tournament games.

X. Scheduling of Games:

- A. At the discretion of the Athletics Office, no game shall be rescheduled for any reason other than inclement weather, electrical failures, or any other maintenance issue, which would cause games not to be played as they are initially scheduled. If any changes need to be made to the league schedule after the start of the season, a written request must be submitted detailing the reasons. This includes reschedules due to inclement weather. A minimum of two (2) business days notice must be provided to the Athletics Coordinator.
- B. The City of Texas City Athletics Office reserves the right to schedule any and all make-up games based on field availability and conditions in order to complete city-sponsored athletic events. In the event that city make-up games cause a conflict with non-city games, renters will be given 72 hours notice regarding these changes.

XI Status of playing conditions:

Initial _____

4 P. 11



No games will be allowed on fields deemed unplayable by the Athletics' Office.

A minimum of two (2) business days notice must be given for rain out reschedules. Fields may not be prepared and lights not activated if notice is not given.

XII. Closed Fields:

It may be deemed necessary to change the classification of any City of Texas City Athletic field to that of a "closed field" if the deterioration of fields due to overuse is observed.

- A A closed field will be any field that is not open due to inclement weather or maintenance requirements.
- B The Recreation & Tourism Athletics' staff is authorized to determine any game field or practice field as a closed field for the purpose of maintenance or to protect the surface of the field from damage.
- C Only maintenance personnel are allowed on "closed" fields.
- D Any person(s) or group(s) found to ignore posted signs regarding field usage must pay any fines in accordance with the Code of Ordinances.

XIII Restrooms:

Restrooms will be provided for all reservations.

XIV Cancellation of Outdoor Field Agreement:

The Outdoor Field Agreement can be revoked by the Athletics' Office for non-compliance of any portion of the above-mentioned agreement.

Initial _____

5 | Page



ADDENDUM FOR INVENTORY OF FIELDS AT CARLOS GARZA SPORTS COMPLEX FOR RENTALS

- 1) Girls Softball Fields 5
- 2) Adult Softball Field 1
- 3) Baseball Field 1
- 4) Football Field 1
- 4) Multi-Purpose Fields 4

ADDENDUM FOR MAINTENANCE SERVICES

Litter removal and clean restrooms:	\$25 per hour per staff
Installing a temporary fence:	\$100 per field
Loading, hauling and setting bleachers:	\$50 per bleacher
Field art (logos):	\$440 per logo (may vary based on size and design)
Painting lines on fields that are being used for a sport that is not normally on that field. Example: soccer or flag football on outfield:	\$350 per field

ADDENDUM FOR FIELD SCHEDULING AND ALLOCATION

Scheduling of games:

Seasonal Dates are as follows:

Baseball/Softball

First Sunday in February – Last Sunday in June = Winter/Spring Season

Third Sunday in August – Third Sunday in November = Summer/Fall Season

Closed for maintenance all other dates.

Soccer

First Sunday in February – Second Sunday in May = Winter/Spring Season

First Sunday in August – Third Sunday in November = Summer/Fall Season

Closed for maintenance all other dates.

NOTE: A field may be available during maintenance season if field, maintenance, and/or weather condition permits.



ADDENDUM FOR PAYMENT SCHEDULES

Tournaments

- \$400 field reservation/cleaning deposit due at time of booking. Received ____ Check # ____ (or cash)
- 100% of reservation fees, tournament bracket and insurance due seven (7) business days before tournament
Date due _____ Amt \$ _____ Field Reservation # _____

*Contract expires _____

*All tournaments and games must end by 12:00 am

AGREEMENT APPROVAL

The person executing this agreement on behalf of the Association, or representing themselves as executing the agreement on behalf of the Association warrants that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

Please initial that you can read and understand English and you will explain this document to your league. _____

Name: _____ DL# _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date _____

On-Site commission at field _____ Name _____ Phone _____

City Representative Name: _____

Title: _____ Phone: _____

Signature: _____ Date: _____

Initial _____

7 | Page





Parks Recreation Department
2105 Dickinson Ave ♦ League City, Texas ♦ 77573 ♦ (281) 554-1180

RAIN OUT NUMBER: 281-554-1155

The City of League City encourages the utilization of our City Parks. The Parks Recreation Department takes pride in our services and programs. We wish to provide superior assistance to our customers. Thank you for your interest in our City Parks.

Chien Wei, Parks and Cultural Services Director

PLEASE INDICATE ALL THAT APPLY

Hometown Heroes Park	City Parks and Facilities
☐ Half Gym	☐ League Park Pavilion
☐ Full Gym	☐ League Park Gazebo
☐ Both Gyms	☐ League Park Plaza
☐ Soccer/Football Field # _____	☐ League Park Plaza/Gazebo
☐ Multipurpose Room with Kitchen	☐ Helen's Garden
☐ Multipurpose Room without Kitchen	☐ Countryside Field _____
☐ Stage	☐ Countryside Pavilion
☐ Pool (Saturday and Sunday only)	☐ Sportsplex Field _____
☐ Fast Track Rental (requires (1) addl. Lifeguard)	☐ Sportsplex Pavilion _____
☐ Pool Pavilion (Open Swim time only)	☐ Rustic Oaks Pavilion
☐ Lane Rental (Lap and Open swim time only)	☐ Rustic Oaks Field _____
☐ PA System	☐ Newport Park Rookie Field
☐ Podium	☐ Heritage Park Pavilion
☐ Table Cloths (black or white) Bringing Own _____	☐ Municipal Pool (Saturday and Sunday only)
☐ Dance Floor (Ballroom)	☐ Ghirardi Park Pavilion
☐ Screen/Projector	☐ Bayridge Park Rookie Field
☐ After Hours Rental	

***The rental fee for League Park Gazebo/Plaza and Helen's Garden is non-refundable, but may be transferred to another date.**

Please print clearly. This form must be completed and returned with the full rental fee and all applicable deposits to confirm the reservation

LESSEE _____ ORGANIZATION _____

HOME PHONE _____ CELL PHONE _____

DRIVER'S LICENSE # _____ ADDRESS _____

CITY _____ STATE: _____ ZIP CODE: _____

E-MAIL: _____

TYPE OF EVENT _____ DATE OF EVENT _____

START TIME _____ END TIME _____ ESTIMATED NUMBER OF GUESTS _____

RENTAL TIME (INCLUDES SETUP AND CLEANUP)

■ WILL THE EVENT BE CATERED? YES or NO

■ WILL THE EVENT HAVE ENTERTAINMENT? YES or NO

WILL ALCOHOL BE PRESENT? YES or NO

2 League City Police Officers need to be present and a permit must be obtained

NON-Emergency Police Phone Number 281-332-2566

SIGNATURE OF LESSEE _____

DATE _____

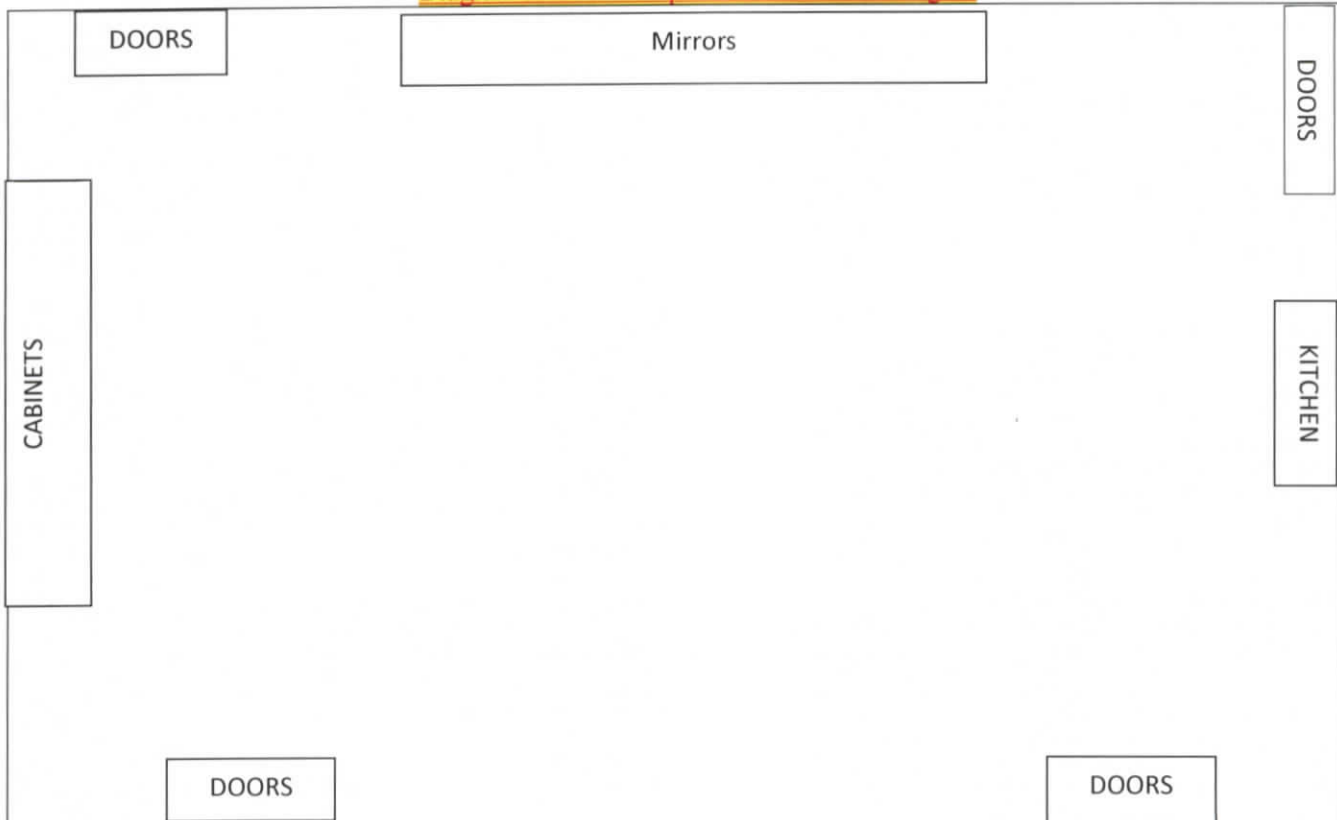
OFFICE USE ONLY

DEPOSIT: _____ TOTAL: _____ CREDIT CARD: _____ CASH: _____ CHECK: _____ RECEIPT #: _____

DATE RECEIVED: _____

Hometown Heroes Park Diagram

Diagram must be completed BEFORE turning in.



Lessee _____

Organization: _____

Name of Event _____

Estimated Number of Guests _____

Date of Event _____

Time of Event _____

How Many		Check if Needed	
	8 Feet Rectangular Tables - 8 available		Stage
	6 Feet Diameter Round Tables - 22 available		Flags (USA & TX)
	Chairs 300 available		Podium
	Table Cloths __ Black or __ White		PA System/Video Equipment
	or		Screen
	Using own table cloths (circle)		

Chairs and tables are included in rentals at Countryside Park Pavilion and Hometown Heroes Park. All tables at Hometown Heroes Park must be covered. All tables seat 8 people comfortably.

Chairs are available at League Park for a fee of \$1 per chair. (40 chairs available)

Damage deposits are applicable for all events. Deposits and fees will be applied to every increment of 200 people.

Cancellation Policy: This policy is applicable to all facilities regardless of the date the reservation is booked, not applicable to League Park or Helen's Garden.

90% of the rental fees will be refunded, if cancellation of an event is made more than 60 days prior to an event, does not apply to League Park or Helen's Garden.

50% of the rental fees will be refunded if cancellation of an event is made 31-60 days prior to an event, does not apply to League Park or Helen's Garden.

25% of the rental fees will be refunded if cancellation of an event is made 15-30 days prior to an event, does not apply to League Park or Helen's Garden.

100% of the rental fees will be forfeited if cancellation of an event is made 0-14 days prior to an event, does not apply to League Park or Helen's Garden.

Cancellations: Rental fees for League Park or Helen's Garden may be applied to another date, up to one year of cancellation of the date booked.

FACILITY	RESIDENT FEES		NON-RESIDENT FEES		DAMAGE DEPOSIT
League Park Gazebo	\$50 / 2 hrs		\$100 / 2 hrs		\$100
League Park Plaza	\$50 / 2 hrs		\$100 / 2 hrs		\$100
League Park Gazebo & Plaza	\$100 / 2 hrs		\$200 / 2 hrs		\$100
League Park Pavilion	\$25 / 2 hrs		\$50 / 2 hrs		\$50
Chair (40 Available at League Park Only)	\$1 /chair		\$1 /chair		
Helen's Garden	\$100 / 2 hrs		\$200 / 2 hrs		\$100
Heritage Park	\$50 / 2 hrs		\$100 / 2 hrs		\$100
Rustic Oaks Pavilion*	\$25 / 2 hrs		\$50 / 2 hrs		\$50
Ghirardi Park Pavilion*	\$25/ 2hrs		\$50 / 2 hrs		\$50
Municipal Pool- Sat/Sun 10-12pm	\$75 / 2 hrs		\$150 / 2 hrs		\$100
Lifeguard (Must Have 2)	\$11 / hr		\$16.5 / hr		
Lynn Gripon Park at Countryside Pavilion*	\$25/ 2hrs		\$50 / 2 hrs		\$100
	Rate/Hour	Lights/Hour	Rate/Hour	Lights/Hour	
Countryside Big Field	\$8 / hr	Additional \$12 / hr	\$16 / hr	Additional \$24 / hr	
Countryside Little Field	\$6 / hr	Additional \$8 / hr	\$12 / hr	Additional \$16 / hr	
Countryside Football/Soccer Field	\$8 / hr	Additional \$12 / hr	\$16 / hr	Additional \$24 / hr	
Red Roof Pavilion- Sportsplex*	\$25/ 2hrs		\$50 / 2 hrs		\$100
Green/Blue Pavilion- Sportsplex*	\$25/ 2hrs		\$50 / 2 hrs		\$100
	Rate/Hour	Lights/Hour	Rate/Hour	Lights/Hour	
Pony/Colt Fields	\$8 / hr	Additional \$12 / hr	\$16 / hr	Additional \$24 / hr	
Baseball Field (1, 2, 3, 4)	\$6 / hr	Additional \$8 / hr	\$12 / hr	Additional \$16 / hr	
Coach Pitch & Dixie Field (7,8)	\$4 / hr	Additional \$6 / hr	\$8 / hr	Additional \$12 / hr	
Girls Softball Field (5,6)	\$6 / hr	Additional \$8 / hr	\$12 / hr	Additional \$16 / hr	
Little League Field	\$6 / hr	Additional \$8 / hr	\$12 / hr	Additional \$16 / hr	
Volleyball (6 courts)	\$24 / hr	Additional \$15 / hr	\$48 / hr	Additional \$30 / hr	
Small Soccer Field (4,5)	\$4 / hr	Additional \$8 / hr	\$8 / hr	Additional \$16 / hr	
Medium Soccer Field (3,6,7)	\$6 / hr	Additional \$8 / hr	\$12 / hr	Additional \$16 / hr	
International Soccer/Football (1, 2)	\$8 / hr	Additional \$12 / hr	\$16 / hr	Additional \$24 / hr	
Newport Park Rookie Field	\$4 / hr	N/A	\$8 / hr	N/A	
Rustic Oaks Rookie Field	\$4 / hr	N/A	\$8 / hr	N/A	
Rustic Oaks Soccer Field	\$8 / hr	N/A	\$16 / hr	N/A	
Bayridge Park Baseball/Softball Field	\$4 / hr	N/A	\$8 / hr	N/A	
Hometown Heroes Park					
Half Gym Rental	\$50/ hour		\$75/ hour		\$50
Full Gym Rental*	\$100/ hour		\$150/ hour		\$100
Both Gym Rental*	\$200/ hour		\$300/ hour		\$100
Multi-Use Room with Kitchen (2 hours minimum)	\$75 / hour		\$112.50/ hour		\$100
Multi-Use Room w/out Kitchen (2 hours minimum)	\$55/ hour		\$82.50/ hour		\$100
Hometown Heroes Park Pool- Sat/Sun 6:30-8:30pm	\$150 / 2 hrs		\$225 / 2 hrs		\$100
Lifeguard (Must Have 2)	\$11 / hr		\$16.5 / hr		
Fast Track Rental (requires 1 additional lifeguard)	\$50.00		\$75.00		
Hometown Heroes Park Pool Pavilion	\$25 / 2 hrs		\$50 / 2 hrs		\$100
Lane Rental- Lap and Open Swim Time Only	\$5 /hr		\$10 /hr		
Soccer/Football Field without Lights	\$8/ hour		\$16/ hour		
Soccer Field with lights	\$20/ hour		\$40/ hour		
Stage	\$50/ hour		\$75/ hour		\$50
PA System- per event	\$100.00		\$150.00		
Podium- per event	\$25.00		\$37.50		
Table Cloths- per table	\$8.00		\$12.00		
After Hour Rentals Additional Cost	\$20/hr		\$30/hr		
Dance Floor (Ballroom)- per event	\$120.00		\$180.00		
Screen/Projector- per meeting	\$15.00		\$22.50		



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016

Prepared by: Chaise Cary

Department: Public Services

Agenda item: 9j

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION - Discussion/possible action regarding approval of agreement between Eriberto (Eddie) Benevides and the City of La Marque for use and maintenance of the fields in Mahan Park, as recommended by the Parks Board

☒

Attachments for reference

- Agreement
- Proposal for Improvements
- Minutes of May 2, 2016 Special Parks Board Meeting

STAFF BRIEFING:

- Eriberto (Eddie) Benevides enquired about the fields in Mahan Park for TX Cyclones Softball Organization
- Eddie is/will continue to maintain the fields and provide materials for the league
- Special Parks board meeting May 2, 2016 voted unanimously to come into an agreement with Mr. Benevides

HISTORY:

- **May 2, 2016** –Special Parks Board meeting approved the agreement between Eriberto Benevides and the City of La Marque

TARGET IMPLEMENTATION: Depending on City Council's decision

SIGNIFICANT ACTION DATES:

- **May 2, 2016** – Parks Board approved the recommendation to City Council of an agreement for the use of the baseball fields in Mahan Park

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other- Agreement | |

- ☒ 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	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve the agreement between Eriberto (Eddie) Benevides and the City of La Marque for use and maintenance of the fields in Mahan Park, as recommended by Parks Board.

FISCAL IMPACT: NA



CITY OF LA MARQUE

AGREEMENT FOR USE OF CITY LAND FOR ATHLETIC FUNCTIONS

SECTION 1. Parties. This Agreement (“Agreement”) is made by and between the City of La Marque, Texas (hereinafter called “City”) and _____ (hereinafter called Lessee).

SECTION 2. City hereby grants Lessee permission to use the _____ Field (s) located in Mahan Park, (the Premises), said Premises being owned by the City of La Marque and located within the corporate limits of the City.

SECTION 3. Consideration. As consideration for use of facilities, Lessee shall pay the City the sum of **\$ 1.00 per year**. During the term of this Agreement, Lessee shall also pay any portion which exceeds **\$ per month** for water service to the Premises no later than fifteen (15) days after receipt of invoice. If payment is not received by due date, the Lessee will pay an additional **\$-0-** per day after due date. The City of La Marque is not responsible for the payment, repair work or any other use of electricity at Mahan Park. If electricity is needed during the use of the Premises, the Lessee shall make arrangements through the Lessee of the Baseball fields for this service.

SECTION 4. Term and Termination. This Agreement to use the Premises granted herein shall be for a period of three (3) year(s) commencing on _____, _____ and terminating on _____, _____ (except during the month of October) provided that City may at any time, on not less than (30) days advance written notice to the Lessee, revoke permission to use the Premises herein granted and may take possession of the Premises without being guilty in any manner of trespass; and all claims for damages for and by reason of such re-entry are hereby expressly waived by Lessee. It is agreed that City revocation of this Agreement prior to the expiration of the term hereof must be authorized by the City Council at a regular or special meeting. Lessee shall provide the Public Works Director a schedule of Lessees days and times of practice use of facilities and days and times of games. During this time, Lessee shall have exclusive use of the fields during these times. When Lessee is not using the fields for practices and/or games, the fields may be used by the general public for recreational purposes. The Lessee shall not sublet the fields to any other organization for practice, games or tournaments without the written consent of the City.

SECTION 5. Actions on Termination and Indemnity. Upon termination or expiration of this Agreement, Lessee agrees to peacefully give up the use and possession said premises to City and shall remove all equipment, uniforms, and personal property. Upon termination or expiration of this Agreement, all physical improvements placed upon the Premises by Lessee shall remain in place. It is further agreed that the City Council (or their designee) shall have the right to approve all plans and specifications before any improvements are made to the Premises by Lessee, other

than normal maintenance. Lessee shall submit plans and specifications to the Parks Board for their approval, then to City Manager or designee for review and recommendation to City Council.

It is expressly understood and agreed that Lessee shall indemnify and hold City harmless from any liability for payment of any obligations incurred by Lessee or due to any improvements, etc. placed in or upon said Premises by Lessee. Lessee shall not encumber, in any manner, nor permit a lien of any type to be placed on, said Premises, and Lessee agrees to indemnify and hold City harmless in regard to any such financial obligations, liens, or encumbrances of any kind.

SECTION 6. Concession Stand. Licensee shall be permitted to operate a concession stand located next to the athletic fields on the Premises and shall be permitted to sell merchandise and non-alcoholic beverages during the period from one (1) hour immediately before an athletic event commences until one (1) hour immediately after said athletic event ends. Licensee shall provide adequate and suitable containers for collecting discarded cups, papers, and trash from the operation of said concession stand and shall be responsible for keeping the entire Premises free of all papers, cups, and trash from resulting from operations of said concession stand. At no time shall Licensee sell or allow the sale of beer, wine or any other alcoholic beverage.

SECTION 7. Equal Opportunity. It is agreed and understood that Premises are owned by the City are the subject of this Agreement and that in the conduct of Lessee's operation thereon, discrimination on account of race, color, sex, religion, age, disability, or national origin, directly or indirectly, is strictly prohibited.

SECTION 8. Maintenance and Responsibility. Lessee shall maintain the Premises in good condition satisfactory to City. Lessee shall be responsible for the costs of utility service to the Premises as discussed in Section 3. Lessee may at their own cost provide mowing to supplement that of the City. Lessee shall at their own expense be responsible for the maintenance of the fields for safety of the participants. Lessee shall also be responsible for all field lining and preparation of fields. Any unusual circumstances necessitating City assistance must be reported immediately to the Director of Public Works.

SECTION 9. Commercial Advertising. Lessee shall be able to generate revenue for the organization with the sale of fence advertising. All advertising shall be of good taste for a family venue and professionally created. Lessee shall be responsible for the installation of fence advertising at the start of the season and the removal of all advertising at the conclusion of the season. Lessee shall be solely responsible for the maintenance of all sign advertising.

SECTION 10. Annual Report and Financial Statement. It is agreed that Lessee shall furnish to the City Manager or her designee a financial statement of the past year's operation by **September 30** of each year.

SECTION 11. Insurance and Indemnification. As a condition precedent to the effectiveness of the agreement hereby granted, Lessee agrees to indemnify and hold harmless City, its officials, employees, and agents from and against any and all costs, claims, and damages (including attorney's fees) that may be caused by the use of the Premises, and shall protect and indemnify City from any and all claims, cost, expenses, judgments, and causes of action arising out of or in any way related to the use of the Premises, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, Lessee agrees to obtain and maintain an insurance policy naming the City as additionally insured. Such policy shall be for not less than

\$500,000.00 per person for bodily injuries, not less than \$100,000.00 for property damage, and an aggregate limit of not less than \$1,000,000.00 per occurrence. Proof of payment of premium for said policy and a copy of said policy shall be delivered to and kept by the City Manager or her designee and such insurance shall be maintained in full force so long as this Agreement is in effect. Not less than ten days prior to expiration of a current insurance policy, Lessee shall provide a copy of a new or replacement insurance policy to the City Manager of the City inclusive of evidence of the City continuing to be named as an additional insured under the policy. Failure to provide such proof of insurance as agreed upon shall negate any use of City facilities until such compliance has been satisfied.

SECTION 12. Validity. Each section, subsection, provision, requirement, regulation, or restriction established by this Agreement is hereby declared to be independent, and the holding of any part to be unconstitutional, invalid, or ineffective for any cause shall not affect or render invalid this Agreement or amendments hereto, as a whole or any part thereof, except the particular part so declared to be invalid.

SECTION 13. Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement by the party for whom he or she signs.

SECTION 14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Galveston County.

SECTION 15. Attorney's Fees. The party prevailing in any dispute under this Agreement shall be entitled to recover its reasonable attorney's fees and costs in addition to all other relief.

SECTION 16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Lessee may not assign its interest under this Agreement without obtaining the prior consent of the City, acting through its City Council. If Lessee desires to assign its interest under this Agreement, Lessee must submit a written request to the City Manager seeking permission to assign its interest and identify to whom the Lessee proposes to assign its interest and the terms of any such assignment. The request for assignment will be considered by the City Council at a regular meeting and the City Council, in its sole discretion, may vote to consent to the assignment or vote to not consent to the assignment.

SECTION 17. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. This Agreement may be executed by facsimile signature or by a signature transmitted by facsimile and such facsimile signature or such signature transmitted by facsimile shall be considered the same as an original signature for all purposes.

SECTION 18. Correspondence. All correspondence to the City shall be mailed or delivered to:

City Manager
1111 Bayou Road
La Marque, Texas 77568

Lessee shall notify in writing to City their point of correspondence.

LESSEE:

CITY:

(Name of Organization)

City of La Marque

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Carol Buttler

Title: City Manager

Date: _____

ATTEST:

By: _____

Name: Robin Eldridge

Title: City Clerk

City of La Marque

Mahan Sports Park

Overview

Travel (Baseball /Softball) is the next step up from recreational (Baseball /Softball). What that being said, its very difficult to find or be given permission to use league fields. With the opportunity of Mahan Park it will allow us to build / repair a sports facility to be used by the Public and Travel organizations.

Objectives

To teach each girl the fundamentals of the game.
Encourage development and good sportsmanship of all players through participation in a team environment.
For the players to have fun, make new friends, and grow as a member of a team. To help players become physically fit and to value fitness in their lives. Win enough games to feel good about the team and the season. The organization will make every effort to create balanced teams, allowing for the highest level of fair competition within each grade and ensuring that players feel good about their team and the season. To encourage continued participation by building a passion for the sport of softball.
We strive to help coaches and parents focus on making the experience of practices and games fun, while helping the girls develop and mature as player and as people.

Activities

Baseball & Softball Organizations will use the facility for the following activities:

1. Practice
2. Tryouts
3. Skill & Fundamental camps
4. Select League Games (Team register not individual players)
5. Host Tournaments

Evaluation

Players gain a lot from travel baseball /softball. Out-of-town tournaments give players a chance to bond away from the field. Long-term friendships form. The constant work allows players to improve their skill level. Coaching tends to be better. Players gain from competing regularly against other ambitious players. The best select teams attract attention from college scouts. In fact, elite 18U and Open teams may be better than most high school teams and many small college teams.

Materials

Mahan Park is in need of repair and regular maintenance. The plan is to have it ready within 3 months.

1. Converting 3 of the 4 fields into Softball fields. (Leaving 1 for baseball)
2. Dirt -13 tons per field
3. 12 - Bases
4. Fence Repair
5. Restrooms
6. Concession
7. Lawn Maintenance

Other Resources

TX Cyclones Softball Organization

4 current teams:

1. TX Cyclone 07 (8u)
2. TX Cyclone 08 (8u)
3. TX Cyclone 05 (10u)
4. TX Cyclone 06 (10u)

Hustle Baseball Organization (Ruben)

1. Hustle 10U

City of La Marque TX

This agreement will enhance the quality of life for the community.

SADLER

SPORTS & RECREATION INSURANCE

Quotation – Eriberto Benavides - 4/27/2016

Accident Coverage

Eligibility:

All Participants of the Policyholder's Programs

Benefits:

\$10,000.00

Maximum Medical Benefit per Claim

\$2,500.00

Accidental Death/Dismemberment Benefit per Claim

\$100.00

Deductible per Claim

Excess Coverage

Dental Benefit:

Included in Maximum Medical Benefit

Policy Term:

Annual Policy Term.

Carrier:

United States Fire Insurance Company (Admitted) (A Excellent

XIII AM Best)

Premium:

\$250.00

General Liability Coverage (Requires Accident Coverage)

\$2,000,000.00

General Aggregate

\$2,000,000.00

Products/Completed Operations

\$1,000,000.00

Personal & Advertising Injury

\$1,000,000.00

Each Occurrence

\$300,000.00

Fire Damage (any one fire)

\$5,000.00

Med Exp

\$0.00

Deductible per Claim

Policy Term:

Annual Policy Term.

Carrier:

United States Fire Insurance Co (Admitted) (A Excellent

XIII A.M. Best)

Premium:

\$358.00

Broker Fee:

\$10.00 (Non-Commissionable)

Total Due:

\$368.00

Inclusions/Program Highlights:

Occurrence-Form Policy

Coverage Included for Claims by Athletic Participants

Coverage issued through Sports & Recreation Providers Assn Purchasing Group

Exclusions:

War, Terrorism, Expected or Intended Injury, Sexual

Abuse/Molestation, Asbestos, Nuclear Energy, Total Pollution, Fungi or Bacteria, Aircraft or

Watercraft, Pyrotechnics, Employment Related Practices, Communicable Disease (Hepatitis,

TSE, HIV, HTLV, or AIDS) Lead Liability.

Optional Coverages (Requires General Liability to be Purchased)

Increased Aggregate Limit Options

Option 1 The General Aggregate and Products/Completed Operations Limit can be increased to \$3,000,000.00 for an additional premium of \$18.00.

Option 2 The General Aggregate and Products/Completed Operations Limit can be increased to \$4,000,000.00 for an additional premium of \$37.00.

Option 3 The General Aggregate and Products/Completed Operations Limit can be increased to \$5,000,000.00 for an additional premium of \$57.00.

Hired/Nonowned Auto Liability Coverage Options

Option 1: \$150,000 Hired/Non-owned Auto Liability Coverage can be added for an additional premium of \$225.00.

Option 2: \$500,000 Hired/Non-owned Auto Liability Coverage can be added for an additional premium of \$500.00

Option 3: \$1,000,000 Hired/Non-owned Auto Liability coverage is available for additional premium subject to a Minimum Premium of \$850.00 and our receipt and approval of our Hired/Non-owned Auto supplemental application. Please note that 12 and 15+ Passenger Vans are excluded. Please contact me if you would like this application.

Please note that 20% of the total premium is Fully Earned at Inception.

Abuse/Molestation Sublimit Option

Coverage for claims of Abuse/Molestation with limit of \$100,000 per Occurrence/\$100,000 Aggregate can be added for additional premium of \$1,000.00.

Additional Insured Endorsements

Additional insured's must be submitted, approved and issued by our office. Submission must include the entity name, full mailing address and insurable interest for each Additional Insured. Additional Premium may Apply.

Standard additional insureds are included within the above GL premium.

Option 1: Primary and non-contributory wording endorsement can be added for an additional \$100.00 per additional insured needed.

Option 2: Waiver of subrogation endorsement can be added for an additional \$100.00 per additional insured needed.

Excess Liability Coverage

Follow Form Excess Liability coverage with United States Fire Insurance Company can be offered at the following premiums:

\$1,000,000.00/\$1,000,000.00:	\$1,250.00
\$2,000,000.00/\$2,000,000.00:	\$2,500.00
\$3,000,000.00/\$3,000,000.00:	\$3,750.00
\$4,000,000.00/\$4,000,000.00:	\$5,000.00

Please note that 20% of the total premium is Fully Earned at Inception.

Please note that the Excess Liability coverage is follow form over our underlying United States Fire Insurance Company policy only and is subject to all terms and conditions of the underlying United States Fire primary policy. Please contact me for a Sample Excess Policy form for a complete list of Excess Policy terms, conditions, and exclusions.

Excess Liability coverage excludes hired/non-owned auto liability, abuse/molestation and liquor liability.

Please note that 20% of the total premium is Fully Earned at Inception.

This quotation is valid for 30 days. Thank you very much, and please feel free to contact our agency with any questions.

CERTIFICATE OF LIABILITY INSURANCE						DATE: 04/17/2016	
PRODUCER: Chappell Insurance Agency, Inc. 25807-A Cox Road Petersburg, VA 23803 (804) 733-2020				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT RESTRICT OR LIMIT THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED: Nations Baseball Tournament Association, Inc. 216 Statesville Blvd Salisbury, NC 28144 USA TEAM NAME: Hustle 10u				INSURERS AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: Hartford Life and Accident Company INSURER C: INSURER D: INSURER E:			
COVERAGE:							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	HPG 270000	08/01/2015	08/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA 1000) MED EXP (Any one person) PERSONAL & ADJ INJURY AGGREGATE PER TEAM PRODUCTS-COMPLIMENTS AGG PARTICIPANT LEGAL LIA	\$2,000,000.00 \$500,000.00 EXCLUDED \$2,000,000.00 \$2,000,000.00 \$2,000,000.00 \$2,000,000.00
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	\$ \$ \$ \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-FA ACC OTHER THAN FA ACC AUTO ONLY	\$ \$ \$
B		SECONDARY PARTICIPANT ACCIDENT	BSB 244950	01/01/15	01/01/16	AGG Excess Accident Medical Expense Deductible Benefit Period	\$5,000.00 \$100,000.00 \$250.00 52 Weeks
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The team or league listed below as a Certificateholder is a named insured within the above referenced policies for any Nations activities, practices and any organized and sanctioned activities of any other amateur baseball association.							
Coverage effective from: 02/01/2016 - 08/01/2016							
CERTIFICATE HOLDER Hustle 10u 1709 23rd Ave North Texas City, TX 77560				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE EFFECT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
Certificate Number: Nations-BB-45-052030				AUTHORIZED REPRESENTATIVE 			



1111 Bayou
La Marque, Texas 77568
409.938.9202

**PARKS BOARD
SPECIAL MEETING
Minutes
May 2, 2016**

(1) CALL MEETING TO ORDER:

Chairman McGaffey called meeting to order at 1:04 p.m.

(2) ROLL CALL:

PRESENT:

ABSENT:

Mac McGaffey
Al Reida
Bo Hunter
Herbert Franklin
C.J. Leggett
"Rock" Bock
Larry Walker

STAFF:

Chaise Cary

(3) CITIZEN'S PARTICIPATION

None

(4) NEW BUSINESS

- a. Discussion/possible action regarding an Agreement between Eriberto (Eddie) Benevides and the City of La Marque for the fields in Mahan Park-

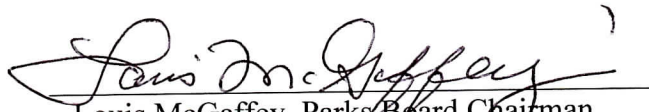
Al Reida made a motion to approve the agreement between the City of La Marque and Eriberto Benevides for the fields in Mahan Park.

(5) REQUESTS AND ANNOUNCEMENTS

None

(6) ADJOURNMENT

C.J. Leggett made a motion to adjourn the Special Parks Board Meeting at 1:07 p.m.
Larry Walker seconded the motion. The meeting adjourned.


Louis McGaffey, Parks Board Chairman



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016

Agenda item: 9k

Prepared by: Les Rumburg

Reviewed by: Carol Buttler

Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/review regarding the City's current Drainage Plan.

☒ X

Attachments for reference

1. Drainage Plan of Action
2. Maps locating identifying locations previously cleaned

STAFF BRIEFING:

- Updated plan of action based on the 2002 Study
- In 2015, the City contracted 14,000 linear feet of ditch cleaning which touched on the areas in need
- Staff was directed to present a formal Drainage Plan to identify concerns of citizens and Council

HISTORY:

- June 2002 – City accepts “Extreme Event Drainage Study”

Target Implementation: Continue plan as already implemented

Significant Action Dates:

Action:

☐

Ordinance

☐

Resolution

☐

Special Presentation

☐

Proclamation

☐

Finance Report

☐

Public Hearing

☒ X

Other - Proposal

☒ X

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

Cost Details:

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

Staff's Recommendation: Dependent on Council discussion

Fiscal Impact: None – outside of approved budget

DRAINAGE PLAN

JUNE, 2016

ISSUE:

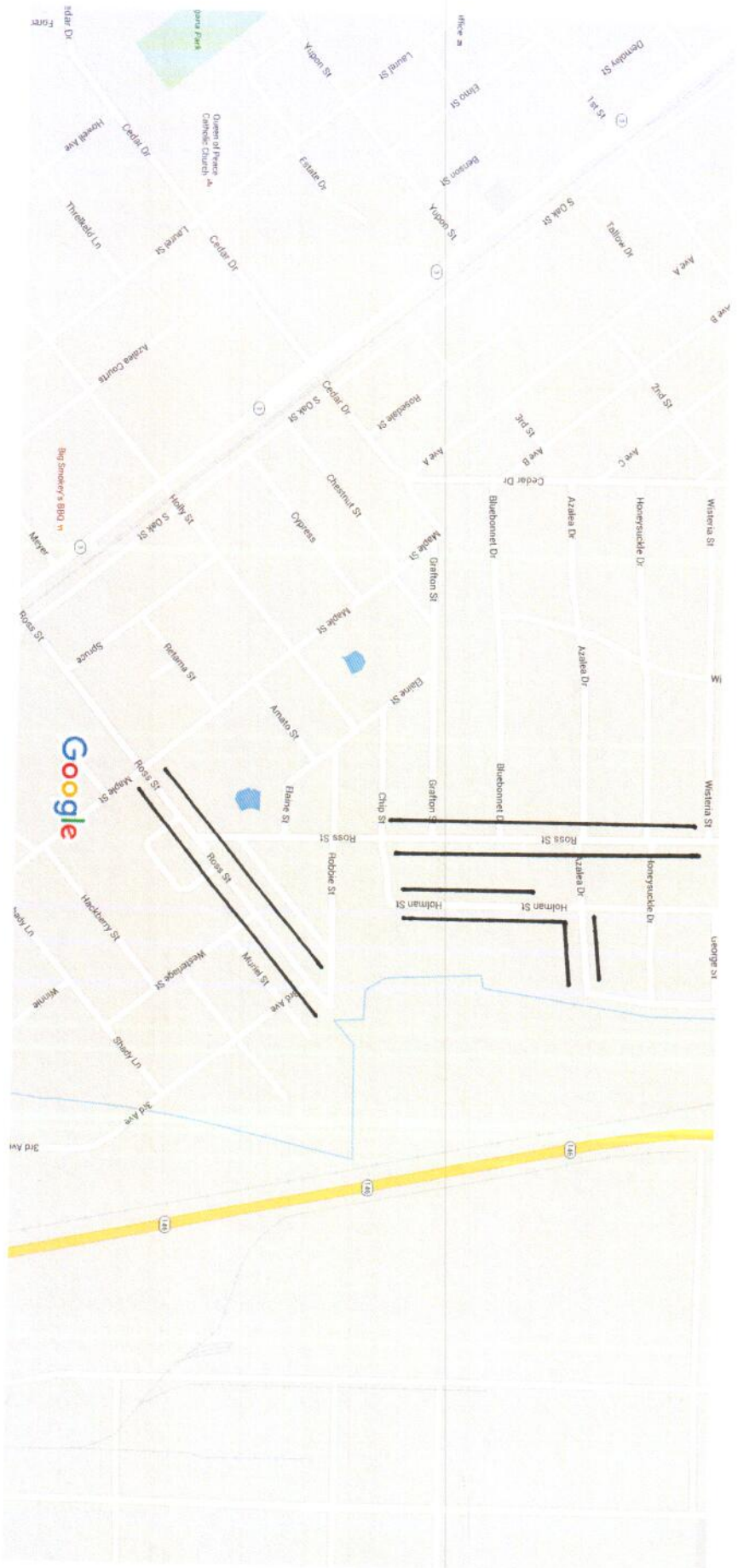
While examining the "Extreme Event Drainage Study" conducted by SCL Engineering in 2002, it would appear that the issues and subsequent challenges related to drainage have changed very little over the 14 years. As mentioned in the study, the topography within the City of La Marque is flat, where it isn't concave. The continuing design and construction of new development is based on a "3-year" storm event. And, the funding to implement the suggested improvements (close to \$4 million), has never been allocated to provide the suggested improvements. Funding for drainage projects and maintenance continues to be spread throughout the Public Works budget and is a part of the overall operations. This means that the available funds and workforce are shared with other street, parks maintenance, and "emergency" projects.

In the year 2015, the City contracted to have approximately 14,000 linear feet of ditch cleaning. The focus was to have the major collection ditches opened to where the outfall into larger collectors (those maintained by Galveston County Drainage District #2), was unimpeded. By contracting this out, the intention was to allow city forces to work on the interior, residential ditches. While the work completed was significant and impactful, there remains additional areas that need attention. Additionally, while the intentions were good, for the reasons already stated, city forces have been able to respond to the interior ditches on an "as-needed" basis, responding to call outs as and when resources are available.

One of the greatest challenges continues to be the acceptance of responsibility for ditch maintenance between the property-owner and the City. One aspect of this was addressed in the "Recommendation" section of the 2002 study. Under these recommendations, a "citizen awareness" program was suggested to encourage citizens to notify the City of blockages in the drainage system. With the number of call-outs ever increasing, it doesn't appear the citizens need to be encouraged, however the last sentence of that paragraph is the critical one - "Drainage and flood abatement must be made a *JOINT* effort of the City's staff and City's citizens." (emphasis added)

PROPOSAL:

1. Accepting the limited resources (financial and qualified staff), major ditch clearing should continue to be contracted out as funds are available. The focus should be on major outfalls. Galveston County Drainage District #2 (DD2), and TxDOT will continue to be pressured to maintain open channels in their respective easements and rights of way.
2. City staff will continue to address calls on an as-needed basis with the following exception – barring any unforeseen emergencies, Public Works employees will dedicate each Wednesday to drainage ditch clearing and maintenance. Initially, the attention will be given to the areas previously cleaned and cleared through last years contract (see attached map). Next, they will adhere to a schedule that mirrors the City Council Districts, beginning in District "A".
3. The assurance of the above-mentioned proposal relies on a fully staffed and equipped Public Works. An effort must be made to achieve that as soon as possible through effective hiring and purchase/maintenance of machinery and equipment. This will assist the Department to operate on a day-to-day basis while continuing to address the ever present "emergencies".
4. With City Council direction, and involvement of Code Compliance as well as Public Works, develop a working definition and assignment of responsibility as to what a "drainage ditch" is.
5. Develop requirements that new building developments address the impacts of a greater-than 3-year storm event. As the City considers updating the IBC Building Codes, this could prove timely.



Map data ©2016 Google 200 ft

Phase I



Phase II



CITY COUNCIL AGENDA FORM

Meeting Date: June 13, 2016
Prepared by: City Clerk
Department: Admin.

Agenda item: 91
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding changing the name of Bayou Park to “Geraldine Sam Park,” at her request.

☒ X

Attachments for reference

1. Petition for Renaming Bayou Park
2. Copy of Park Board Minutes of October 8, 2015
3. Policy for naming and renaming Parks, Benches, and Trees after an Individual
4. Memo from City Attorney

Staff Briefing:

- The Parks Board discussed having a Policy for the naming and renaming of Parks, Benches and Trees after an individual
- Geraldine Sam submitted a petition to the Parks Board, with the signatures of over two hundred citizens in favor of changing the name of Bayou Park after her
- Parks Board denied the request
- A Policy was approved first by the Parks Board then by City Council on Guidelines to naming and renaming Parks, Benches and Trees after an individual
- Ms. Geraldine Sam is requesting for the petition to be grandfathered
- Memo from the City Attorney was received

History:

- **9.8.2015** – Policy for naming and renaming Parks, Benches or Trees after an individual came before the Parks Board and this item was tabled
- **10.8.2015** – Petition brought before the Parks Board to rename Bayou Park and was denied
- **11.19.2015** – Policy for naming and renaming Parks, Benches or Trees after an individual went back before the Parks Board and the Board recommended to send to City Council
- **12.14.2015** – Policy for naming and renaming Parks, Benches or Trees after an individual was brought before City Council, and passed with a few minor changes
- **1.16.2016** – Memo received from City Attorney

Target Implementation: April 11, 2016

Significant Action Dates:

- **9.8.2015** – Policy for naming and renaming Parks, before the Parks Board and was tabled
- **10.8.2015** – Petition brought before the Parks Board to rename Bayou Park
- **11.19.2015** – Policy for naming and renaming Parks, Benches or Trees after an individual went back before the Parks Board and then recommended to City Council
- **12.14.2015** – Policy for naming or renaming Parks, Benches and Trees after an individual was brought before City Council, and passed with a few minor changes



CITY COUNCIL AGENDA FORM

- **1.16.2016** – Memo received from City Attorney

Action:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Renaming of Park | |

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

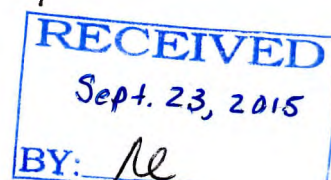
- ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies or procedures

Staff's Recommendation: Motion to approve or deny renaming Bayou Park to “Geraldine Sam Park,” at her request.

Fiscal Impact: Cost to change out park sign if approved

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Neta Millican - La Marque, TX 77568 - 1102-walker
2. Aisha Millican-Bowers - La Marque, TX, 77568 - 1102-walker
3. Avery Millican-Bowers - La Marque, TX - 1102-walker
4. M. Diane Millican - La Marque, TX - 1102-walker
5. MARCUS D. Wilson - 1121-Lilac - La Marque, TX
6. Tina Wilson - 1121-Lilac - La Marque, TX
7. Joy Wilson - 1121-Lilac - La Marque, TX
8. Celeste Wilson - 1121-Lilac - La Marque, TX
9. Ophelia Franklin - 133 Lee Dr. - La Marque, TX
10. Linda Cook - 301 Newman Rd. - La Marque, TX 77568
11. Melvin L. Martin - 2118 Duroux Road - La Marque, TX
12. Jamlyn D. Martin - 2118 Duroux Road - La Marque, TX
13. Peggy Benson - 828 Holly - La Marque, TX
14. Patsy Johnson - 828 Holly - La Marque, TX
15. Clarence Caldwell 3603 Prairie La Marque TX 77568
16. April Williams 3222 Hoover St La Marque, TX 77568
17. Virginia Randall - 301 Newman Road, #501 - La Marque, TX 77568
18. Shirley Hall 404-Duroux, Apt B, La Marque, TX
19. Donzell Lawrence 301 Newman Rd, La Marque
20. Brenda Bell 301 Newman Rd, La Marque, TX



We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Barbara Bernard 1817 Daliam La Marque
 2. Paul Bernard 1817 Daliam La Marque
 3. Mary Triplett (Green) - 2319 Texas Ave. La Marque
 4. Andre York 2002 Bogatto St, La Marque
 5. Doliska York 2002 Bogatto St. La Marque
 6. Andrea York 2002 Bogatto St., La Marque
 7. Bennie CREAMER 1015 LAYMAN LA MARQUE
 8. Robbie J. CREAMER 1015 LAYMAN LAMRQUE
 9. BERNIE CREAMER III 1015 LAYMAN LAMARQUE
 10. JERRY PATTERSON 507 HONEY SUCKLE LA MARQUE
 11. ANNETTE ALLEN 507 HONEY SUCKLE LAMARQUE
 12. RONALD BOONE 815 Shirley St. Apt. 204 LAMARQUE
 13. Virginia BOONE 815 Shirley St. Apt. 204 LAMARQUE
 14. Curley James KAR 2616 Houston DR North LAMARQUE
 15. Veneia Rittel 2616 Houston DR North LAMARQUE TX
 16. Dished Rowe 2616 Houston DR North LAMARQUE TX
 17. Curley James KAR SR 2616 Houston DR North LAMARQUE TX
 18. Latrice F KAR 2616 Houston DR North LAMARQUE TX
 19. Philp Cummins 2324 cedar LA MARQUE TX
 20. Tya Banks 2324 cedar LA MARQUE TX
-
20. Gerry A Summer 1004 Pinto

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Clarence Batts porter 109 LM
2. Ashley Batts porter 109 LM
3. Marguisha Batts porter 109 LM
4. LaBerta Smith 1705 Brookshire LM
5. Deatrik Black 1705 Brookshire LM
6. Demand Clark 3115 Melody Dr LM
7. DeAndre Clark 3115 melody Dr LM
8. Earl Vignes 1015 Pistle st. LM
9. Quinton Brown 7002 Texas Ave. LM
10. Steve Miles 1015 Pistle st. LM
11. Michael McAfee 1211 pistle LM
12. LaShondrea Cartigue 2416 Charity LI.
13. STEVEN HENRY 714 Roosevelt St
14. Al Fred San For 710 Roosevelt st
15. Harrell Jackson 1017 Bayou Rd #B La Marque
16. Silanise Spurlock LM TX 77568
17. Alfred Spurlock SR. LM TX
18. ~~Donna Wain~~ 184 Thompson La Marque TX
19. CLIMM NILES 1110 ROOSEVELT HAMMONT
20. Velma Sanford 710 Roosevelt st

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Mike Hill 24/90 2317 CEDAR DR LAMARQUE TX
2. Don Miller 2317 CEDAR DR LAMARQUE TX
3. Kevin Little 1110 ROOSEVELT ST LAMARQUE TX
4. Steven King 1010 Pottle La Marque tx
5. Landrum Del Valle 1818 Norman St La Marque
6. W 1160 W O
7. RITA KNIGHT 6027 WILLIS CIRCLE
8. AMBER ALFORD 6027 WILLIS CIRCLE
9. ASHTYN ALFORD 2701 13TH AVE N.
10. Tiawanna Porter 400 Elaine St L.M.
11. Rosie Porter 400 Elaine St L.M.
12. Teresa Scott 1100 Elaine St L.M.
13. JOHANNEL HINE 901 - STUBBS
14. PEARLINE HOUSTON 901 - STUBBS
15. RICHARD FIELDER 1024 - MARGOT
16. DINNIE FIELDER 1024 - MARGOT
17. BRAYON DASHLEY 901 - STUBBS
18. Julian Buchanan 2324 cedar
19. Mike Johnson 7501 MAPLE LA MARQUE TX
20. Charm 2317 CEDAR DR LAMARQUE TX

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Nanda Defaney Willey
2. Tyrene Boyd
3. Raycelin Fobbs 1112 Cora St La Marque
4. Dalli Coney 1112 Cora St La Marque
5. Ronnie Fobbs Jr. 928 Cedar St La Marque
6. Jajuana Carroll 1903 main St ^{#211} LM
7. Verjuana Goodall 1903 main St ^{#124} LM
8. Anuth Tonkors 1114 Cora LM
9. PHILIP SONNIER 612 AZALEA DR.
10. Daryl Green 1019 Roosevelt LM. TX 77568
11. Wanda Johnson 1009 Roosevelt St
12. Edward A. Senegal - 2418 Jackson St 77568 - LM
13. Linda L. Clark 1903 Main St La Marque, Texas 77568
14. Lisa Hill - 2209 Glendale, La Marque, TX 77568
15. Alvin Spoons 2503 Lake Park Dr La Marque TX 77568
16. Ronald L. Birden 911 KENNETH ST. La Marque 77568
17. Patricia J. Smith 513 Azalea Dr. La Marque 77568
18. Alma Spoons 2503 Lake Park Drive La Marque, TX 77568
19. Jay E. Gardner 8 So Heights La Marque 77568
20. Artis Badelon 911 Kenneth St LM 77568

Artis

- 331

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Zedney Ward 306 Lake Rd La Marque TX 77568.
2. Kanesha Gundry 1335 Montgomery St La Marque
3. Phacell Smith 1335 Montgomery St La Marque
4. Gisha Edwards 101 Lee St La Marque
5. Vantress SKINNER 7304 BOSS St La Marque
6. Gilbert Rhines 213 Bernice St La Marque
7. MARVIN HIGHTOWER 678 Roosevelt St La Marque
8. Rita Rhines 213 Bernice St La Marque
9. Candice Rhines 213 Bernice St La Marque
10. Dorese Toliver 2204 Jackson St LM
11. Cherese Toliver 2204 Jackson St. LM
12. ROBERT KEEFER 2204 Jackson St. LM
13. Katrina Miller 2610 BOSS - La Marque
14. Patrick Williams 2610 BOSS La Marque
15. Mahogany Miller 2610 BOSS La Marque
16. Ella Mae Williams 2103 Rosalee La Marque
17. Odis Williams 2103 Rosalee La Marque
18. Dunisha Saldane 8 Clover Bend La Marque
19. Jammie Saldane 8 Clover Bend La Marque
20. Sandra Carr 712 Shadow La Marque

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Jonica Sheward 1614 Vauthier St Apt 7 LM, TX
2. Royal Sheward 1614 Vauthier St Apt 7 LM, TX
3. Malika Gnoane 854 Dnftwood lane LM, TX
4. JAMARCUS L. POWERS 1205 Appomattox Dr. TX
5. JAMARCUS L. POWERS 1401 Newman. LM, TX
6. Rujwanal Cury 303 Albert LA Marque
7. Sharoni Borer 303 Albert St La Marque
8. Jeannia Mills 303 Albert St La Marque TX
9. Gottan Jones 303 Albert St La Marque, TX
10. Josephine Daniels 303 Albert St La Marque, TX
11. Robert Bull 1705 Brookshire La Marque
12. Daphne Miller 1115 71st La Marque TX
13. Stanley Duke 1702 Brookshire St. La Marque TX
14. ~~Robert Powers 1704 Brookshire St. La Marque TX~~
15. Charles Dickson 1704 Brookshire LM
16. Julie L. Allen 1704 Brookshire
17. Joe Wilfred 1704 Brookshire
18. Elbert Mims 1704 Brookshire
19. Yolanda Batts 109 Porter St La Marque
20. Shylonda Batts 109 Porter St LM

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Darlene DeZaney
2. Paul DeZaney
3. Agnesia McClure
4. Chester Bagley
5. Alexandria DeZaney
6. Patrick Harris
7. Alma Randle
8. Doris A. Harris
9. Barbara DeZaney
10. Geraldine
11. Leatrice Dixon
12. Beatrix East
13. Marsha Randle
14. Connie Harris
15. Maria Bagley
16. Jimmie Ellis
17. Aubrey Randle
18. Jolmesha Oates
- 19.
- 20.

7

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Elych M. Hays Sr. 2324 Cedar La Marque
2. Kimberly Roberts 2324 Cedar La Marque
3. ~~Donald Turner 570 Edgewood Street #17~~
4. Donald Turner 2609 STONEWALL STREET LAMARQUE
5. Charles Braxton 1900 Thompson St Apt # 3 LA'MARQUE
6. Sonya Rodriguez 302A Westward Ave, LaMarque
7. Shirley Cadeff 1019 Lake Road, La Marque
8. Reginal Woods 1817 Thompson La Marque
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

2

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Geraldine Sam 2412 Stonewall La Marque, TX

2. Gerard Marsh 2412 Stonewall LA Marque TX

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

We the undersigned citizens of the city of La Marque, Texas request the La Marque City Council and Mayor consider renaming Bayou Park to Former Mayor Geraldine Sam Park. Mrs. Sam has given much to the community. She is an educator with La Marque Isd.. She wrote Oprah Winfrey that gave over \$500 thousand dollars in donations to La Marque Isd. for Simms Elementary School. Ms. Sam made history by becoming the first Black female Mayor not only in La Marque but all of Galveston County. Thanks.

1. Michelle Dittus 1008 PIRTELL LA Marque TX 77568
2. Shelia B. Mingo 1008 PIRTELL LA Marque, TX 77568
3. Danielle Young 1008 PIRTELL LA Marque, TX 77568
4. Larry Abels 1011 ROOSEVELT LA Marque TX 77568
5. Paula Collins 2317 CEDAR DR LA Marque TX 77568
6. Donald Miles 2317 CEDAR DR LA Marque, TX 77568
7. Leroy Collins 2317 CEDAR DR LA Marque, TX 77568
8. Katherine Collins 2317 CEDAR DR LA Marque, TX 77568
9. Shakara Fields 2317 Cedar Dr. LA Marque, TX 77568
10. ~~Gregory~~ 1006 Lake Road LM
11. ~~Gregory~~ 1006 Lake Road LM
12. Marlene Aleman 1010 PIRTELL ST. LA Marque TX
13. Eddie Baruch 1011 ROOSEVELT ST LA Marque
14. Duke Edward 2221 CEDAR LA Marque
15. Jesse Shaw 2317 Cedar Dr. 77568
16. Robert Green 1019 Roosevelt Street 77568 LM
17. Betty Green 1019 Roosevelt Street LM
18. ~~V. L.~~ 1010 PIRTELL ST. LA Marque 77568
19. Brian Erickson 2317 Patricia
20. Jerry L. Simmer 1004 Pirtle



LA MARQUE PARKS BOARD
SPECIAL MEETING
October 8, 2015

1. CALL MEETING TO ORDER

Chairman McGaffey called the meeting to order at 6:30 p.m.

2. ROLL CALL

Roll was called.

PRESENT: Mac McGaffey, Bo Hunter, Al Reida, C.J. Leggett

ABSENT: Herbert Franklin, Larry Walker & Michael "Rock" Bock

STAFF: Cyndi Efird

3. APPROVAL OF MINUTES

a. Regular Meeting, August 20, 2015

Bo Hunter made a motion to accept the minutes from the August 20, 2015 meeting.
Al Reida seconded the motion; motion passed unanimously.

b. Special Parks Board Meeting held on September 8, 2015

Al Reida made a motion to accept the minutes from the September 8, 2015 meeting.
Bo Hunter seconded the motion; motion passed unanimously.

4. CITIZEN PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Parks Board limited to three (3) minutes). In compliance with Texas Open Meeting Act the Parks Board 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 –
Councilman Brown

5. MONTHLY FINANCIAL REPORT

Al Reida made a motion to accept the financial report.
C.J. Leggett seconded the motion; motion passed unanimously.

6. OLD BUSINESS

a. Discussion/possible action – Playground Equipment for Parks –
Chairman stated we are still looking for someone to help us put the equipment together. He also stated A to Z Fence has made the repairs to the fence at Mahan Park.

7. NEW BUSINESS

a. Discussion/possible action regarding a petition received to change the name of Bayou Park –
Councilman Brown stated he opposed the name change because she brought someone who embarrassed the city and she sued the city. Bo Hunter stated that it should be because they have made a

major contribution to the city and have a good name and character. Chairman McGaffey abstained from voting.

Al Reida made a motion to deny the name change of Bayou Park. Bo Hunter seconded the motion; motion passed unanimously with one abstaining.

8. REQUESTS AND ANNOUNCEMENTS –

Al Reida state Board was a good group; happy things are going smoothly and appreciated the Board. Bo Hunter stated if everyone conducted a meeting like we do it would be great. C. J. Leggett stated we need guidelines to work from and he appreciates the work Mac does.

Next meeting to be on **Thursday, November 20, 2015**

C.J. Leggett made a motion to schedule the next meeting for Thursday, November 20, 2015. Bo Hunter seconded the motion; motion passed unanimously.

9. ADJOURNMENT – 6:55 p.m.

Al Reida made a motion to adjourn.

Bo Hunter seconded the motion; motion passed unanimously.

Louis McGaffey, Chairperson

CITY OF LA MARQUE

GUIDELINES AND CRITERIA FOR NAMING AND RENAMING OF PARKS, BENCHES AND TREES AFTER AN INDIVIDUAL

Criteria

- 1. This criteria will be applied to City Parks available to and operated for the benefit of the public and under the management and responsibility of the City of La Marque, Parks Board, City Council and City Mayor.**
- 2. Parks may be named after individuals (either living or deceased) consistent with criteria set out in these guidelines.**
- 3. The renaming or naming of a park must be consistent with the positive image of the community.**
 - a. Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks that have been renamed by deed restrictions shall not be considered for renaming.**
 - b. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of the name would not be in the best interest of the community.**
- 4. Renaming of parks should only be made after careful consideration is given to the significance of the existing name versus the name being suggested.**
- 5. The naming or renaming will depend on the outstanding and positive contribution made to the City of La Marque. Parks may be renamed or named for individuals or organizations that have significantly contributed to that particular park as a volunteer, exceptional service or some affiliation with the park being renamed.**
- 6. Must have the approval of the City Council person in that district.**
- 7. A petition must be obtained through the City Clerk's Office. The petition must be signed by 10% of registered voters (citywide), their addresses, point of contact (via email or telephone number), and any other information required by the City Charter. The petition must be returned to the City Clerk's Office within thirty (30) days, for verification.**

NAMING FACILITIES APPLICATION PROCEDURE

Parks and Recreation Criteria:

Individuals selected within this category can be either living or deceased and should be nominated and selected after many years of service to the city and in consideration of their positive impact on the development and well-being of the entire community. The nominations should be made objectively. The candidate must be of good character, have been a resident of the City of La Marque for 10 years or more, a registered voter in the city, have not created any negative impact to the city or community and have developed leadership and inspiration to others. Also, must have made positive contributions to the park as a volunteer, exceptional service or some affiliation with the park seeking to be renamed.

Financial Benefactor Criteria

Buildings

Individuals (living or deceased), organizations or entities chosen under this category shall make, or have made a significant contribution toward the facility. Significant financial contribution will be measured by the impact a single contribution makes toward the successful conclusion or continuing operation of the facility to be named. Depending on the impact, the naming could be for the entire facility or some portion (i.e., a room). The expense will be covered by the Individual / Organizations.

Benches / Trees

Benches and Trees will be granted to Individuals / Organizations with the approval of the Parks Board, Mayor and City Council. The expense will be covered by the Individual / Organizations.

CITY OF LA MARQUE

APPLICATION FOR NAMING OR RENAMING A PARK

Applicant Information

Name _____
Address _____
Phone _____

Facility Information

Location _____
Current Name _____
Park _____
Proposed Name _____

State reason for renaming of park

Contributions

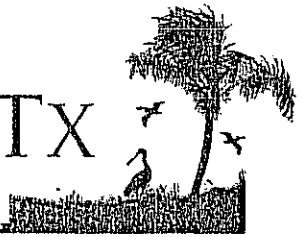
In the space below, briefly explain how the proposed individual or organization has volunteered, been affiliated, provided exceptional service or contributed to the Park to be named.

Parks and Recreation

DRAFT

CITY OF
LA MARQUE, TX

✦ GATEWAY TO THE GULF ✦



MEMO

TO: MAYOR, CITY COUNCIL AND CITY MANAGER

**FROM: ELLIS ORTEGO
CITY ATTORNEY**

DATE: JANUARY 14, 2016

**RE: WHETHER THE PETITION OF GERALDINE SAM
REQUESTING THE NAMING OF BAYOU PARK
WITH HER NAME IS "GRANDFATHERED" FROM
THE POLICY FOR THE "NAMING AND
RENAMING" OF CITY PARKS, BUILDINGS AND
STRUCTURES ADOPTED BY CITY COUNCIL ON
DECEMBER 14, 2015?**

During the regular Council Meeting on January 11, 2016, the Mayor requested my opinion on the above.

The law provides protection from the application of certain ordinances and/or rules by "grandfathering" the status of certain situations. A common "grandfathering" occurs when a zoning ordinance is adopted. A nonconforming use of property is "grandfathered", that is, the use deemed unlawful by the zoning ordinance can continue until certain events occur. Another example occurs when a City changes the land development rules while a development application is pending, meaning that the new rules would not apply to the pending development application. In these examples the law establishes vested rights to the property owner or developer.



Prior to adoption of the aforementioned policy, the City had no policy for the naming or renaming of city parks, buildings and structures and requested the Parks Board to develop a policy. If you recall, the entire Parks Board appeared before City Council on December 14, 2015, where it presented its proposed policy. There was a lengthy discussion, and, after some modification, the policy was adopted. The policy does not allow "grandfathering". In fact, "grandfathering" was never discussed.

In summation, I find no law to create a vested right to protect the petition of Geraldine Sam. Therefore, the petition is not "grandfathered"; however, the City Council has the authority to deem the Geraldine Sam petition "grandfathered" by affirmative vote at a public meeting.



CITY OF LA MARQUE INTER-DEPARTMENTAL COMMUNICATION

**To act in the best interest of the City
To consistently demonstrate respect to Staff
To invest our resources effectively for our future
To handle our disagreements/conflicts in a
Respectful manner that keeps our Image
Positive with the public and each other**

TO: Honorable Mayor Hocking and City Councilmembers
FROM: June 13, 2016
SUBJECT: City Manager Report- May 2016 Activity

a. Judicial

- See report attached.

b. Police

• **STAFFING LEVELS**

There are five (5) vacancies in the Telecommunications Section. One candidate is in the final stage of the pre-employment screening. If hired, the Telecommunications section will still be at only 50% staffing. Employment applications will be processed until the vacancies are filled. The police department sworn police personnel level has two (2) vacancies. A Civil Service entrance examination will be administered on June 15th.

• **TRAINING**

The following individuals attended training during the month of April:

Detective Walton – Basic Homicide Investigation

Detective Arredondo - Basic Homicide Investigation

Detective Sergeant Price - Basic Homicide Investigation

Sergeant Garcia – AR15/M-16 Comprehensive Armorer

Officer Anders – Canine Encounters (TCOLE mandate)

• **OPERATIONS**

In the month of May, the La Marque Police Department generated 1,885 calls for service. Of those calls for service, 949 (approximately 50%) were “self-initiated.” Citizen calls to the police department accounted for 936 of the total (approximately 50%) calls for service. There was an average response time of six minutes (6:00) and an average time spent on calls of forty-seven and a half (47:30) minutes.

During the month, the police department generated 267 Offense/Incident reports and 34 Crash reports. There were 26 Offense reports assigned to the Patrol Services Division for investigation or follow-up and 66 reports were assigned to the Criminal Investigations Division for investigation.

- **OVERTIME UTILIZATION**

The Police Department has two (2) Peace Officer vacancies and five (5) Telecommunicator vacancies. Late calls, priority investigations and occasional staff shortages also contribute to overtime expenditures.

- c. **Fire**

- **PERSONNEL**

One (1) employee continues training in the “**Internship Program**” for subsequent certification by the Fire Commission as a structural fire fighter and State Department of Health Services as an Emergency Medical Technician as a result of our “Diversification Initiative”.

- **OPERATIONS**

All apparatus are currently operational; although, Medic 1 and Engine 1 were out of service for much of May due to unscheduled repairs and maintenance. LMFD Fire Apparatus and Medic Units continue to experience an exceptionally high rate of mechanical failures and unscheduled maintenance and/or repairs due in large measure to aging of our fleet, particularly our Medic Units.

- **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. Two additional employees including the newly employed Intern are enrolled in an Emergency Medical Technician-Basic online curriculum which concludes in August. Testing for all employees undergoing EMT training by the National Registry of Emergency Medical Technicians’ licensure will follow.

Insurance Services Office (ISO) Classification Status and Historical Overview

The City of La Marque was notified in early 2014 by ISO of an impending change to our community’s “Public Fire Protection Classification” **following an extensive inspection of our city in late 2013**. ISO proposed to increase our ISO rating from the existing Class 3 which we have enjoyed since 2005 to a Class 5. I requested and received approval from ISO to hold the classification increase in abeyance until we could develop and submit a comprehensive “**Improvement Plan**” for consideration. ISO subsequently approved our Improvement Plan which provided for implementation over a two (2) year period ending in March 2016. A detailed status report (**attached**) of our improvements was submitted to ISO in April 2016 delineating the numerous modifications and/or improvements completed and/or pending completion during the two (2) year grace period. I have since been officially informed by ISO that the Texas Department of Insurance at the recommendation of ISO formally adopted the latest ISO rating schedule in January which arguably is a significant departure from the rating schedule utilized during our 2013 inspection and, which became the basis of our Improvement Plan. ISO advises that a new inspection of our community is tentatively scheduled for later this year to once again evaluate our resources and establish an ISO Public Protection Classification. A thorough analysis of the new rating schedule is underway to determine the potential impact on our current rating and, the feasibility of additional improvements that may become necessary. It is important to reiterate that our current Class 3 rating remains unchanged at this time.

- **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: \$101,462.03

May MTD: \$7,107.57

- **OTHER:**

- **Statistical information:**

- **Average Response Times: 5:34**

- **Engine Company Responses for Service:**

- MTD: 115

- YTD: 870

- **Medic Responses for Service:**

- MTD: 162

- YTD: 1,363

- **Mutual Aid Given and Received:**

- MTD Given: 10

- YTD Given: 80

- MTD received: 16

- YTD received: 198

- **Detailed statistical information enclosed**

- d. **Library**

- See report attached.

- e. **Public Services**

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

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

- **Right-of-Way Maintenance** – For the month of April, compared to last year there was an overall decrease in hours with the exception of Culverts-Linear Feet Set man hours and Utility Patch man hours, Mowing, Weed-Eat, and checking drains and ditches Man hours.
- **Utility 22 - Water & Sewer Maintenance** – For the month of April, compared to last year there was an increase in water leaks repaired, Commercial & Residential Sewer Taps, Low Pressure Customer Side, Sewer Lines Repaired, and Water & Sewer Line Locates; there was a decrease in calls for sewer stops, clean-out Tops Replaced, Sewer Lines repaired, turning on/off water for citizens
- **Utility 24 – Water & Waste Water** – For the month of April, compared to last year there was a decrease in flow totals, plant man hours, rainfall, and lift station pump hours; there was an increase in surface water, chemicals used, and residual samples, man hours at well stations, and dead-ends flushed.
- **Utility 24 – Water & Waste Water Maintenance** – For the month of April, 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. Animal Services

- See report attached

g. Financials

- See report attached

h. Administration

- Mayor directed the City Manager to present the City’s current drainage plan at the next Council meeting.

JUDICIAL DEPARTMENT



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

Judicial Monthly Report
April 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	5762	4	7	2175	1829	488	10,265	72,667	11,034	77,061
Active Cases	1,750	4	4	374	313	206	2,651	19,024	4,576	20,359
Inactive Cases	4,012	0	3	1801	1516	282	7,614	38,647	6458	57,096
New Cases Filed	398	0	0	73	52	14	537	4,216	628	4,871
Cases Reactivated	84	0	0	41	34	9	168	1070	0	1716
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	2,232	4	4	488	399	229	3,356	24,310	5,204	26,552
Dispositions Prior to Trial:										
Uncontested Dispositions	205	0	0	45	38	4	292	2,573	293	1567
Dismissed by Prosecution	21	0	0	2	7	6	36	271	62	184
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	13	0	0	0	1	7	21	80	22	758
By the Court	0	0	0	0	0	0	0	5	2	255
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	2	747
By the Jury	0	0	0	0	0	0	0	3	0	0
Dismissed by Prosecution	1	0	0	1	0	1	3	50	62	225
Compliance Dismissals:										
After Driver Safety Course	58						58	312	35	245
After Deferred Disposition	82	0	0	7	4	0	93	432	72	448
After Proof of Financial Responsibility	2						2	35	2	51
	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	15	0	0	0	0	1	16	127	10	121
All Other Dispositions	1	0	0	0	0	1	2	546	11	54
Total Cases Disposed	398	0	0	55	52	20	525	4,741	522	3,844
Cases Placed on Inactive Status	103	1	0	86	46	5	241	1,378	283	2,031
Total Cases Pending End of Month:	5,762	4	7	2,193	1,829	482	10,277	72,137	6,279	64,582
Active Cases	1,731	3	4	347	301	204	2,590	18,191	2,648	18,144
Inactive Cases	4,031	1	3	1,846	1,528	278	7,687	53,948	3,631	46,461
Show Cause Hearings Held	20	0	0	0	3	0	23	283	0	211
Cases Appealed:										
After Trial	0	0	0	0	0	0	0	380	0	13
Without Trial	0	0	0	0	0	0	0	117	0	11



**CITY OF LA MARQUE
COURT STATISTICS
April 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	1	7	2	11
Non-driving Alcoholic Beverage Code Case	0	4	0	6
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	0	2	1	2
Tobacco Cases Filed	0	2	0	3
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	2	20	4	28
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	3	30	0	27
Class A and B Misdemeanors	0	32	4	40
Felonies	2	16	2	20
Arrest Warrants Issued:				
Class C Misdemeanors	94	569	425	2,231
Capias Pro Fine Issued:				
Class C Misdemeanors	36	283	102	682
Emergency Protection Orders Issued	1	6	0	0
Stolen Property Hearings Held	0	2	0	1
Cases Satisfied by Community Service:				
Partial Satisfaction	3	6	0	4
Full Satisfaction	3	36	7	58
Cases Satisfied by Jail Time Credit	62	427	57	555
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	\$ 66,380.32	\$ 484,880.36	\$64,182.37	\$518,993.31
Remitted to State	\$30,121.13	\$197,601.02	\$27,072.78	\$220,879.82
Total	\$96,501.45	\$682,481.38	\$91,255.15	\$739,873.13



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

Judicial Monthly Report
March 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	5910	3	6	2227	1871	460	10,477	62,402	11,143	58,011
Active Cases	1768	3	3	364	301	172	2,611	16,373	4,697	15,783
Inactive Cases	4142	0	3	1863	1570	288	7,866	38,647	6,446	42,228
New Cases Filed	448	1	1	17	30	39	536	3,679	452	3,617
Cases Reactivated	131	0	0	64	54	6	255	902	0	1146
All Other Cases Added	0	0	0	0	0	0	0	0	0	0
Total Cases on Docket	2,347	4	4	445	385	217	3,402	20,954	5,149	20,546
Dispositions Prior to Trial:										
Uncontested Dispositions	299	0	0	54	47	6	406	2,281	332	1,274
Dismissed by Prosecution	50	0	0	3	4	3	60	235	34	122
Dispositions at Trial:										
Convictions:										
Guilty Plea or Nolo Contendere	14	0	0	0	1	0	15	59	50	725
By the Court	0	0	0	0	0	0	0	5	0	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	4	0	0	4	0	0	8	47	15	163
Compliance Dismissals:										
After Driver Safety Course	51						51	254	29	210
After Deferred Disposition	109	0	0	6	2	0	117	339	69	376
After Proof of Financial Responsibility	9						9	33	6	49
	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	30	0	0	4	7	2	43	111	24	111
All Other Dispositions	30	0	0	0	7	0	37	544	43	43
Total Cases Disposed	596	0	0	71	72	11	750	4,216	602	3,322
Cases Placed on Inactive Status	1	0	0	1	0	0	2	1,137	15	1,748
Total Cases Pending End of Month:	5,762	4	7	2,173	1,829	488	10,263	61,860	10,993	58,303
Active Cases	1,750	4	4	373	313	206	2,650	15,601	4,532	15,496
Inactive Cases	4,012	0	3	1,800	1,516	282	7,613	46,261	6,461	42,830
Show Cause Hearings Held	30	0	0	31	8	7	76	260	0	211
Cases Appealed:										
After Trial	0	0	0	0	0	0	0	380	1	13
Without Trial	1	0	0	0	0	0	1	117	6	11



**CITY OF LA MARQUE
COURT STATISTICS
March 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	2	6	1	9
Non-driving Alcoholic Beverage Code Case	0	4	1	6
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	0	2	0	1
Tobacco Cases Filed	0	2	2	3
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	18	3	24
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	5	27	3	27
Class A and B Misdemeanors	6	32	0	36
Felonies	1	14	0	18
Arrest Warrants Issued:				
Class C Misdemeanors	0	475	32	1806
Capias Pro Fine Issued:				
Class C Misdemeanors	1	247	82	580
Emergency Protection Orders Issued	2	5	0	0
Stolen Property Hearings Held	1	2	0	1
Cases Satisfied by Community Service:				
Partial Satisfaction	0	3	0	4
Full Satisfaction	10	33	4	51
Cases Satisfied by Jail Time Credit	68	365	65	498
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	\$ 101,789.25	\$ 418,500.04	\$87,936.94	\$454,808.94
Remitted to State	\$43,641.36	\$167,479.89	\$37,021.04	\$193,807.04
Total	\$145,430.61	\$619,641.15	\$124,957.98	\$648,615.98

POLICE DEPARTMENT

LA MARQUE POLICE DEPARTMENT
MONTHLY REPORTING STATISTICS

	CURRENT MONTH (MAY 2016)	CURRENT MONTH PREVIOUS YEAR (MAY 2015)	PREVIOUS MONTH (APRIL 2016)	YEAR TO DATE (2016)	PREVIOUS YEAR TO DATE (2015)
<u>PART I CRIMES</u>					
HOMICIDE	0	1	0	1	2
RAPE	1	4	1	5	8
ROBBERY	1	1	6	6	9
ASSAULT (*INCLUDES SIMPLE)	46	55	31	184	258
BURGLARY	11	19	16	47	75
THEFT	67	63	43	210	221
MV THEFT	4	0	3	15	15
<u>PART II CRIMES</u>	201	217	195	981	1076
<u>CALLS FOR SERVICE</u>	1885	1768	2049	10561	8746
<u>ACCIDENTS</u>	34	41	32	166	153
INJURIES	10	12	19	60	43
NON-INJURY	24	29	13	106	110
FATALITIES	0	0	0	1	1
ALCOHOL RELATED	2	1	2	11	3
<u>ADULT ARRESTS</u>	123	173	125	679	807
<u>JUVENILE DETENTIONS</u>	0	0	0	1	1
<u>TRAFFIC STOPS</u>	428	240	420	2249	1825
CITATIONS	252	170	226	1657	1289
VIOLATIONS	321	203	331	2059	1665
WARNINGS	107	28	194	523	165
<u>DISTURBANCES</u>	60	120	52	281	543

THIS MONTH THE POLICE DEPARTMENT ARRESTED 36 PEOPLE ON MUNICIPAL WARRANTS, SERVING 100 WARRANTS.

YEAR TO DATE, THE POLICE DEPARTMENT HAS ARRESTED 231 PEOPLE ON MUNICIPAL WARRANTS, SERVING 553 WARRANTS.

GALVESTON COUNTY SHERIFF

Events by Nature Code by Agency

Agency: LMPD, Event date/Time range: 05/01/2016 00:00:00 - 05/31/2016 23:59:59

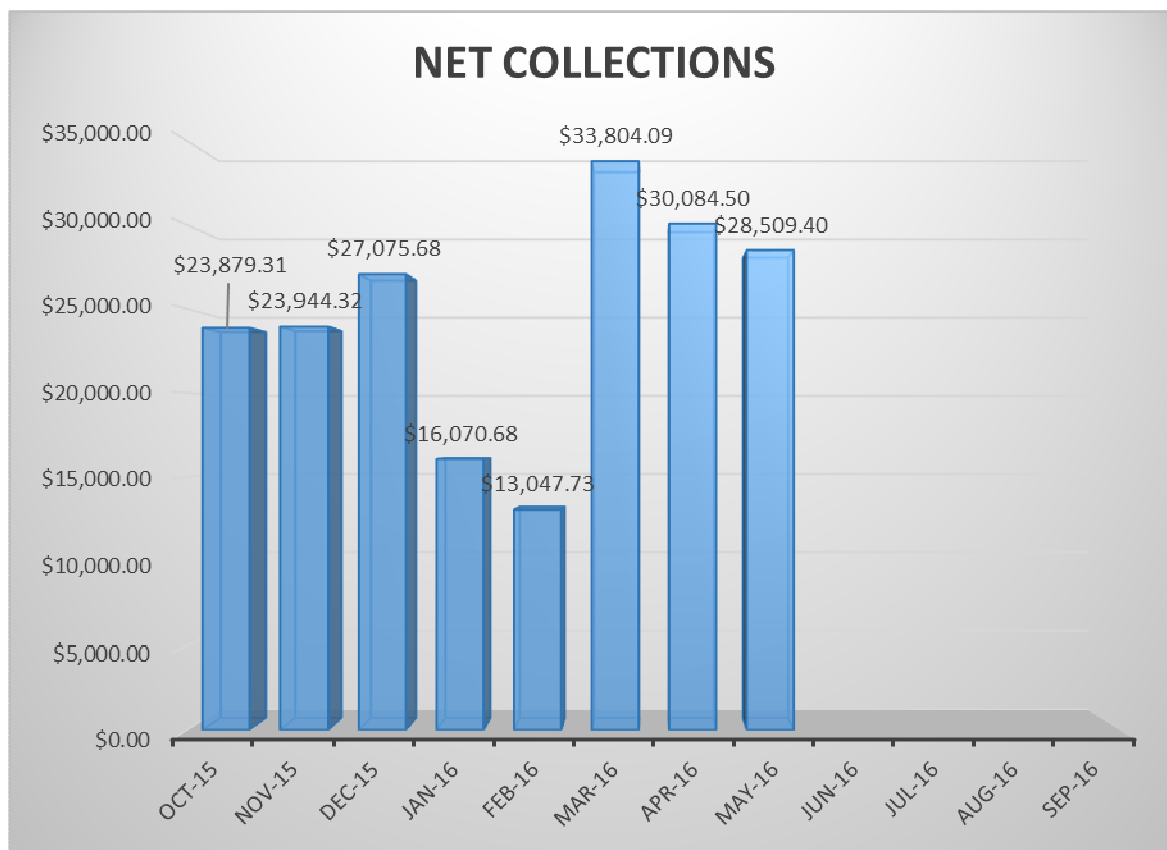
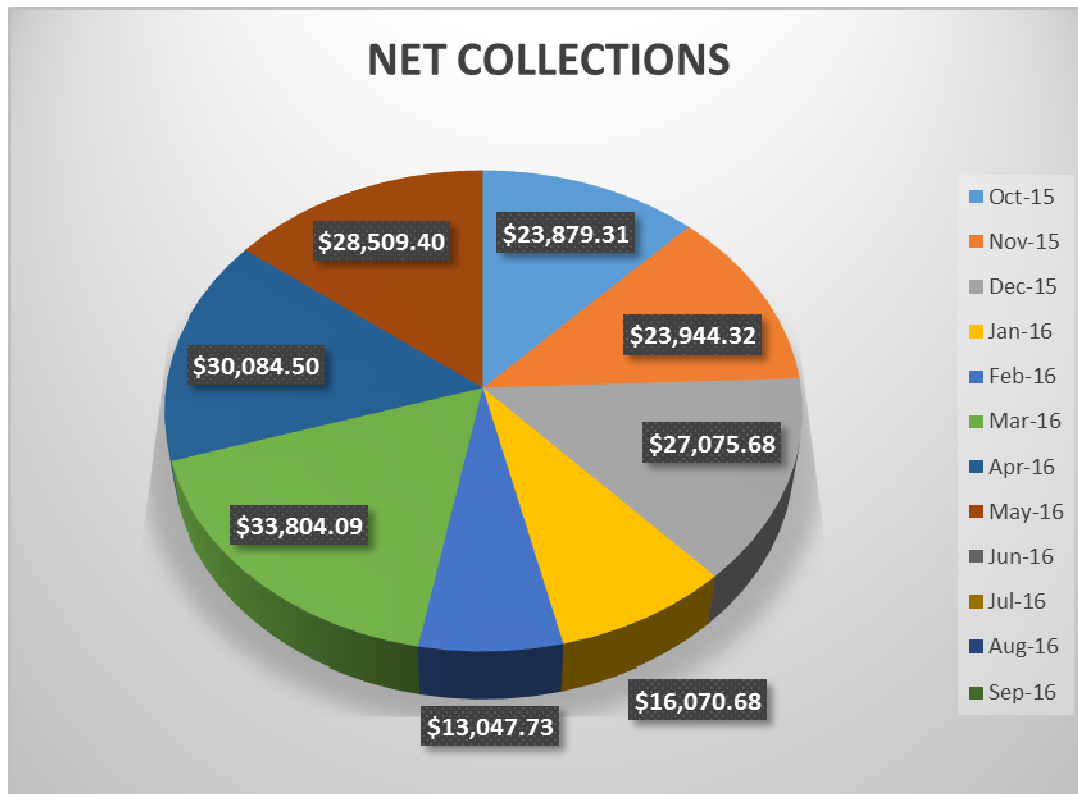
Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
LMPD	ABANDONED VEHICLE	0	3	3	6	0%	0:04:46	0:06:00	0:26:42	3:17:18	0:32:53
	ALARM	0	0	79	79	4%	0:03:21	0:05:32	0:07:49	21:12:47	0:16:07
	ANIMAL COMPLAINT DOMESTIC	0	1	14	15	1%	0:12:33	0:06:38	0:12:39	7:51:08	0:31:25
	ASSAULT	0	0	23	23	1%	0:03:27	0:06:19	0:35:31	17:15:17	0:45:01
	ASSIST CITIZEN	0	12	33	45	2%	0:06:57	0:04:57	0:18:35	20:53:58	0:27:52
	ASSIST EMS	0	0	9	9	0%	0:00:16	0:05:16	0:19:20	3:43:56	0:24:53
	ASSIST OTHER AGENCY	0	13	22	35	2%	0:05:05	0:03:38	0:21:20	15:53:28	0:27:15
	ATTEMPT TO SERVE WARRANT	0	0	1	1	0%	0:00:27	0:00:25	1:34:49	1:35:41	1:35:41
	AUTO PEDESTRIAN ACCIDENT	0	0	1	1	0%	0:03:38	0:06:32	1:08:07	1:18:17	1:18:17
	BAR CHECK	0	5	0	5	0%	0:00:00	0:00:00	0:13:18	1:06:31	0:13:18
	BURGLARY OF BUILDING	0	0	5	5	0%	0:04:56	0:06:21	0:35:59	3:56:21	0:47:16
	BURGLARY OF HABITATION	1	0	5	6	0%	0:05:02	0:06:44	0:38:30	4:11:26	0:50:17
	BURGLARY OF MOTOR VEHICLE	0	2	18	20	1%	0:14:34	0:08:07	0:18:13	13:07:12	0:39:22
	BUSINESS CHECK	0	257	20	277	15%	0:00:03	0:03:47	0:12:51	62:30:37	0:13:32
	CHILD CUSTODY	0	0	2	2	0%	0:13:22	0:38:32	0:10:09	1:21:38	0:40:49
	CIVIL MATTER OR STANDBY	0	0	26	26	1%	0:08:10	0:04:41	0:31:03	19:14:09	0:44:23
	COMMUNITY OUTREACH	0	2	0	2	0%	0:00:02	0:00:00	0:11:01	0:22:06	0:11:03
	CORRECTIONS TRANSPORT	0	5	0	5	0%	0:00:01	0:00:00	0:44:28	3:42:25	0:44:29
	CRIMINAL MISCHIEF	1	0	22	23	1%	0:13:57	0:05:24	0:20:09	14:29:08	0:39:30
	DEAD ON SCENE	0	0	1	1	0%	0:06:04	0:00:06	3:01:08	3:07:18	3:07:18
	DISORDERLY CONDUCT	0	0	2	2	0%	0:31:19	0:04:26	0:14:47	1:41:05	0:50:33
	DISTURBANCE	0	2	58	60	3%	0:02:01	0:04:16	0:30:17	35:55:34	0:35:56
	DRUNK OR INTOXICATED PERSON	0	1	11	12	1%	0:01:23	0:03:34	0:45:53	8:35:32	0:42:58
	DUP	0	1	1	2	0%	0:00:05	0:01:24	1:27:51	2:58:39	1:29:20

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
	ESCORT	0	0	1	1	0%	0:02:22	0:02:36	0:02:41	0:07:39	0:07:39
	FIRE - NON SPECIFIC	0	0	1	1	0%	0:00:06	0:00:05	3:11:19	3:11:30	3:11:30
	FIREWORKS	0	1	1	2	0%	0:01:16	0:11:58	0:07:04	0:27:23	0:13:42
	FLEET ACCIDENT	0	2	0	2	0%	0:00:00	0:00:00	0:56:13	1:52:26	0:56:13
	FRAUD - FORGERY - CC ABUSE	0	1	16	17	1%	0:12:26	0:05:03	0:20:35	10:04:20	0:35:33
	FSGI ACCIDENT	0	0	17	17	1%	0:08:49	0:11:11	0:21:11	11:28:51	0:40:31
	HARASSMENT - ALL TYPES	0	0	17	17	1%	0:12:04	0:08:18	0:24:28	12:42:09	0:44:50
	JUVENILE PROBLEM	0	0	20	20	1%	0:06:46	0:05:59	0:20:38	11:07:54	0:33:24
	K-9 NARCOTICS SEARCH	0	0	1	1	0%	0:02:41	0:03:19	0:06:39	0:12:40	0:12:40
	K-9 NARCOTICS SEARCH AOA	0	1	0	1	0%	0:00:07	0:12:53	0:27:02	0:40:03	0:40:03
	K-9 TRACK SUSPECT	0	0	1	1	0%	0:00:34	0:00:00	0:00:00	1:03:13	1:03:13
	K-9 TRACK SUSPECT AOA	0	0	1	1	0%	0:00:18	0:06:51	0:15:36	0:22:45	0:22:45
	LINE DOWN	0	0	1	1	0%	0:01:44	0:03:08	0:35:12	0:40:04	0:40:04
	LOUD MUSIC OR NOISE	0	1	32	33	2%	0:11:13	0:05:19	0:08:42	13:01:23	0:23:41
	MENTAL HEALTH	0	0	6	6	0%	0:08:42	0:08:02	0:45:27	6:13:11	1:02:12
	MISCELLANEOUS	0	3	2	5	0%	0:01:08	0:02:22	0:41:36	3:38:27	0:43:41
	MISSING PERSON ADULT	0	0	4	4	0%	0:07:46	0:02:08	0:45:39	3:42:15	0:55:34
	NARCOTICS CRIMES	1	0	5	6	0%	0:07:12	0:04:04	0:26:43	3:10:00	0:38:00
	OPEN DOOR	0	2	1	3	0%	0:00:47	0:05:05	0:12:29	0:44:54	0:14:58
	OVERDOSE	0	0	1	1	0%	0:00:03	0:06:16	0:24:34	0:30:54	0:30:54
	PERSON WITH WEAPON	0	0	4	4	0%	0:02:39	0:06:55	0:34:05	2:54:38	0:43:40
	PRISONER DETAIL	0	1	8	9	0%	0:16:58	0:05:31	1:17:18	14:35:42	1:37:18
	RECOVD CHILD/PERSON/RUNAWAY	0	0	1	1	0%	0:02:29	0:01:46	1:39:29	1:43:44	1:43:44
	RESIDENTIAL CHECK	0	117	2	119	6%	0:00:09	0:03:46	0:12:49	25:38:06	0:12:56
	RUNAWAY JUVENILE	0	0	4	4	0%	0:39:27	0:12:07	0:31:13	5:31:07	1:22:47
	SEX CRIME	0	0	2	2	0%	0:14:14	0:08:51	1:37:39	4:01:27	2:00:44
	SHOTS FIRED	0	2	8	10	1%	0:06:23	0:02:20	0:12:58	3:34:29	0:21:27

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	STRANDED MOTORIST	0	7	3	10	1%	0:00:24	0:08:16	0:09:42	1:55:54	0:11:35
	STRUCTURE FIRE	0	0	1	1	0%	0:00:39	0:05:27	2:16:59	2:23:05	2:23:05
	SUICIDE ATTEMPTED OR COMPLETED	0	0	1	1	0%	0:00:44	0:05:19	0:57:32	1:03:35	1:03:35
	SUPPLEMENTAL INFO TO PREV CASE	0	23	40	63	3%	0:05:11	0:07:25	0:22:37	32:48:05	0:31:14
	THEFT / LOST PROPERTY	1	2	64	67	4%	0:08:01	0:09:17	0:26:57	48:07:04	0:43:45
	THREATS ALL CATEGORIES	0	0	21	21	1%	0:05:39	0:07:16	0:16:53	10:26:28	0:29:50
	TRAFFIC COMPLAINT	0	11	33	44	2%	0:07:03	0:10:30	0:07:33	14:13:53	0:19:24
	TRAFFIC STOP	1	426	1	428	23%	0:00:08	0:00:06	0:10:58	79:02:26	0:11:06
	UNCONSCIOUS PERSON	0	1	0	1	0%	0:00:00	0:00:00	1:38:32	1:38:32	1:38:32
	UNDESIRABLE PERSON	0	0	31	31	2%	0:11:09	0:04:34	0:09:54	13:14:28	0:25:38
	UNKNOWN REQUIRES EMS	0	0	2	2	0%	0:00:11	0:04:50	0:22:40	0:55:21	0:27:41
	VEHICLE FIRE	0	0	3	3	0%	0:01:15	0:02:19	0:13:43	0:51:54	0:17:18
	WARRANT ARREST ON VIEW	0	2	22	24	1%	0:01:31	0:07:22	0:27:23	14:20:01	0:35:50
	WELFARE CHECK	0	1	39	40	2%	0:05:00	0:06:24	0:14:20	16:51:02	0:25:17
	Subtotals for No Summary Code	5	908	774	1687	89%	0:05:45	0:06:04	0:37:07	650:14:33	0:47:11
	CHILD ABUSE NON SPECIFIC	0	0	3	3	0%	0:07:21	0:10:16	1:44:02	6:04:57	2:01:39
	CHILD CUSTODY	0	0	1	1	0%	0:03:07	0:01:17	0:06:04	0:10:28	0:10:28
	INDECENCY WITH A CHILD	0	0	2	2	0%	0:05:26	0:03:50	0:23:28	1:05:26	0:32:43
	Subtotals for CAC	0	0	6	6	0%	0:05:18	0:05:08	0:44:31	7:20:51	0:54:57
	DUP	0	0	1	1	0%	0:00:03	0:03:19	1:57:17	2:00:39	2:00:39
	MAJOR ACCIDENT	0	0	10	10	1%	0:01:15	0:01:30	0:51:15	8:00:10	0:53:21
	MINOR ACCIDENT	1	3	31	35	2%	0:02:42	0:05:03	0:34:30	23:33:47	0:41:35
	Subtotals for MVA	1	3	42	46	2%	0:01:20	0:03:17	1:07:41	33:34:36	1:11:52
	RECOVERED OR FOUND PROPERTY	1	0	7	8	0%	0:16:35	0:11:09	0:22:09	5:49:14	0:49:53
	TRESPASSING	0	1	5	6	0%	1:00:29	0:07:01	0:12:27	6:32:46	1:05:28

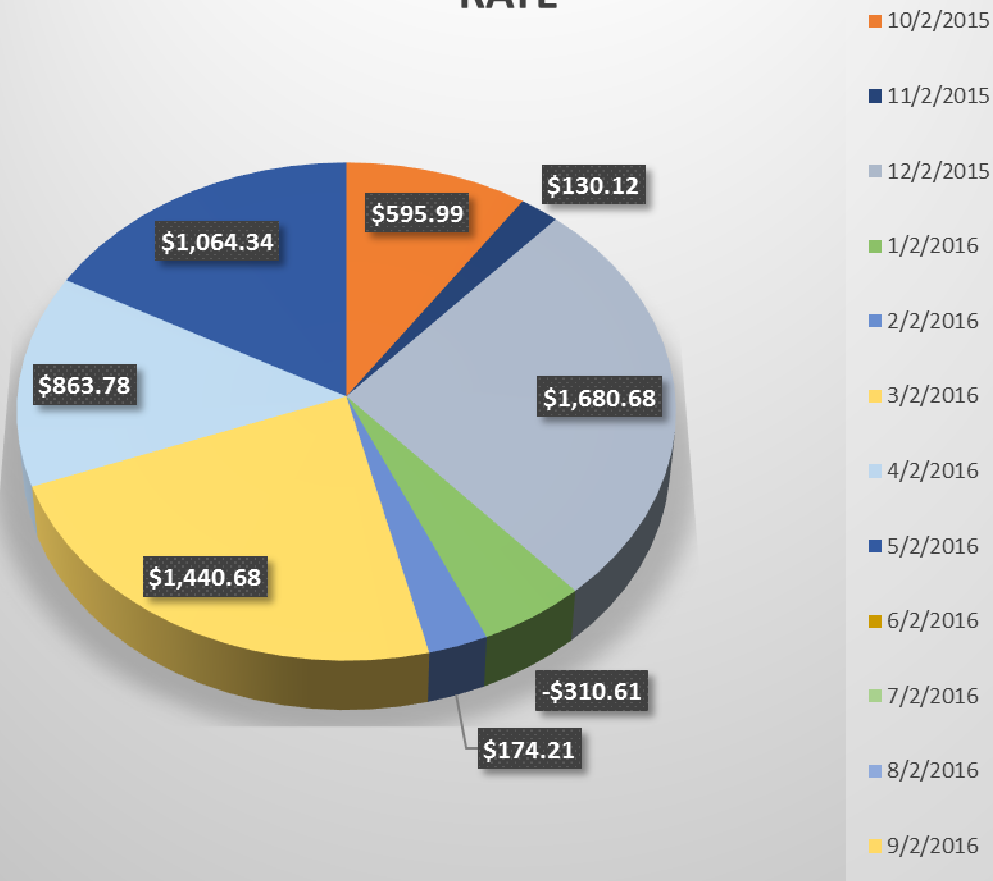
Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	UNAUTH USE OF MOTOR VEHICLE	0	0	13	13	1%	0:09:06	0:09:07	0:33:05	11:07:01	0:51:19
	Subtotals for PROP	1	1	25	27	1%	0:28:43	0:09:06	0:22:34	23:29:01	0:55:33
	CIVIL MATTER OR STANDBY	0	0	1	1	0%	0:07:31	0:07:20	0:18:05	0:32:56	0:32:56
	SUSPICIOUS CIRCUMSTANCES	0	2	32	34	2%	0:03:25	0:14:18	0:15:02	17:02:32	0:30:04
	SUSPICIOUS PERSON	0	18	17	35	2%	0:03:10	0:05:40	0:14:54	11:21:52	0:19:29
	SUSPICIOUS VEHICLE	0	10	18	28	1%	0:03:36	0:04:05	0:10:33	7:31:47	0:16:08
	Subtotals for SUSP	0	30	68	98	5%	0:04:26	0:07:51	0:14:38	36:29:07	0:24:39
	FAMILY DISTURBANCE	0	0	20	20	1%	0:01:42	0:04:47	0:22:38	9:42:26	0:29:07
	SHOOTING	0	0	1	1	0%	0:03:20	0:05:03	0:41:17	0:49:40	0:49:40
	Subtotals for VICR	0	0	21	21	1%	0:02:31	0:04:55	0:31:58	10:32:06	0:39:24
	Subtotals for LMPD	7	942	936	1885	100%	0:06:18	0:06:06	0:36:44	761:40:14	0:47:24

FIRE/EMS



MONTH	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16
COLLECTIONS	\$23,879.31	\$23,944.32	\$27,075.68	\$16,070.68	\$13,047.73	\$33,804.09
Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	YTD Total
\$30,084.50	\$28,509.40					\$196,415.71

YTD FEES PAID TO INTERMEDIX --- COLLECTION RATE



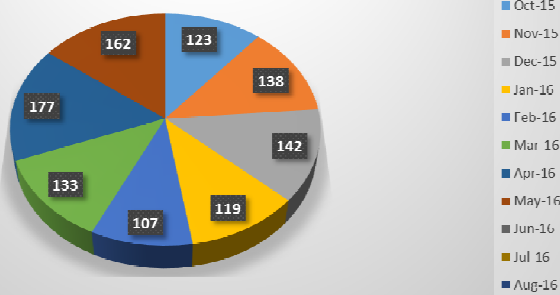
DATE	PAYMENT
10/2/2015	\$595.99
11/2/2015	\$130.12
12/2/2015	\$1,680.68
1/2/2016	-\$310.61
2/2/2016	\$174.21
3/2/2016	\$1,440.68
4/2/2016	\$863.78
5/2/2016	\$1,064.34
6/2/2016	
7/2/2016	
8/2/2016	
9/2/2016	
YTD TOTAL	\$5,639.19
AVERAGE PAYMENT	\$704.90
YTD AVERAGE	21%

*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.

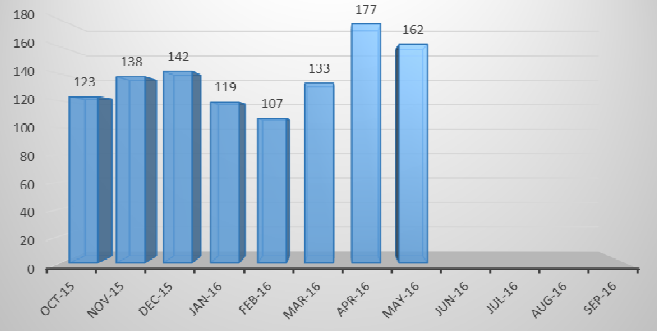
YTD RESPONSES – TOTAL CURRENT CHARGES – BILLABLE ACCOUNTS

MONTH	RESPONSES	NET CHARGES	BILLABLE
Oct-15	123	\$166,350.80	107
Nov-15	138	\$189,498.80	125
Dec-15	142	\$178,615.60	121
Jan-16	119	\$139,942.60	94
Feb-16	107	\$135,837.80	92
Mar-16	133	\$166,233.80	110
Apr-16	177	\$153,708.30	105
May-16	162	\$148,947.80	98
Jun-16			
Jul-16			
Aug-16			
Sep-16			
YTD TOTALS	1101	\$1,279,135.50	852

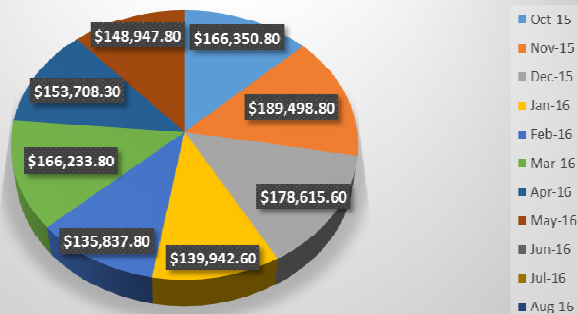
RESPONSES



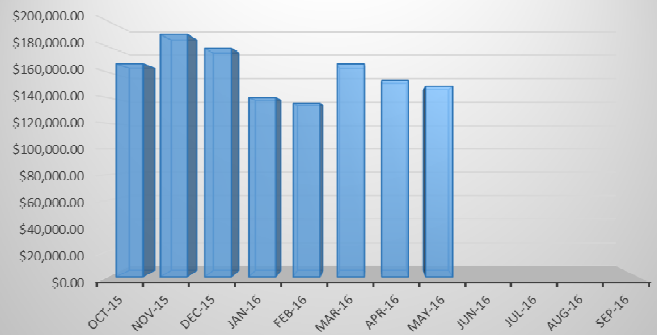
RESPONSES



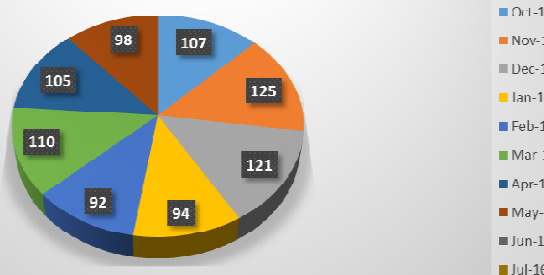
NET CHARGES



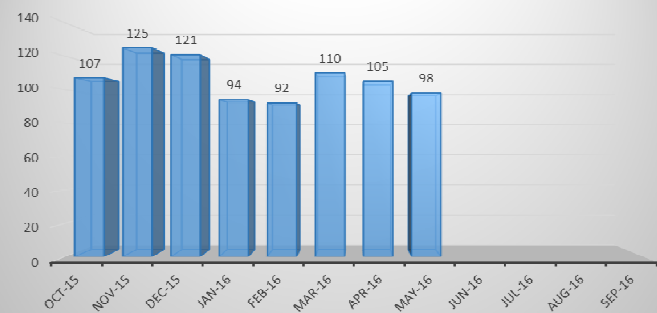
NET CHARGES



BILLABLE



BILLABLE



City of La Marque

Fire Department

Month: April 1st to April 30th

Year: 2016

	<i>Current Month: 05/01/16 to 05/31/16</i>	<i>Current Month/ Previous Year: 05/01/15 to 05/31/15</i>	<i>Previous month: 4/01/16 to 4/30/16</i>	<i>Fiscal Year to Date: 2015-2016</i>	<i>Previous Year to Date: 2014-2015</i>
<i>Fires-</i>	8	3	0	43	32
<i>Overpressures/ Explosions-</i>	0	0	0	0	1
<i>Rescue and EMS-</i>	152	175	169	1290	904
<i>Haz-Mat-</i>	7	8	2	40	39
<i>Good Intent-</i>	13	10	7	98	80
<i>False Alarm-</i>	5	11	11	70	37
<i>Mutual Aid Received from(FIRE)-Texas City-</i>	11				
<i>Mutual Aid Given to (FIRE)- Texas City-</i>	1				
<i>Mutual Aid Received from(EMS)- Texas City-</i>	16				
<i>Mutual Aid Given to(EMS)- Texas City-</i>	1				
<i>Mutual Aid Received from(FIRE)-Bayou Vista-</i>	2				
<i>Mutual Aid Given to(FIRE)- Bayou Vista-</i>	1				
<i>Mutual Aid Received from (EMS)-Bayou Vista-</i>	0				
<i>Mutual Aid Given to (EMS)-Bayou Vista-</i>	0				
<i>Mutual Aid Rec'd (FIRE)-Galv. Fire-</i>	0				
<i>Mutual Aid Given to (FIRE)- Galv. Fire-</i>	0				
<i>Mutual Aid Rec'd (EMS)-Galv. EMS</i>	1				
<i>Mutual Aid Given to (EMS)-Galv. EMS</i>	6				
<i>Mutual Aid Rec. from(FIRE)Hitchcock</i>	2				
<i>Mutual Aid Given to (FIRE) – Hitchcock</i>	2				
<i>Mutual Aid Rec. (EMS) – Hitchcock</i>	0				
<i>Mutual Aid Given (EMS)-Hitchcock</i>	0				
<i>Mutual Aid Given to (EMS) – All Others</i>	0				
<i>Mutual Aid Recieved to (EMS) – All Others</i>	0				
<i>Mutual Aid Received (FIRE)- All Others-</i>	0				
<i>Mutual Aid Received from(FIRE)- All Others-</i>	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

<i>Month</i>	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
<i>Encounters</i>	123	138	138	119	107	133	123	117				
<i>Transports</i>	112	121	117	95	89	120	99	103				
<i>Aeromedical</i>	0	0	0	0	0	0	0	0				
<i>Dead On Scene</i>	1	3	2	0	2	1	4	1				
<i>Refusals</i>	10	14	20	24	16	12	20	13				

RESPONSE TIMES PER MONTH (minutes)

<i>Unit Status</i>	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
<i>Dispatch - Location</i>	5	6	5	5	5	6	5	5				
<i>Location - To Hospital</i>	15	16	15	15	18	15	17	15				
<i>To Hospital - At Hospital</i>	13	9	8	8	9	9	9	9				
<i>At Hospital - In Service</i>	28	26	27	28	32	34	31	28				
<i>Location - At Hospital</i>	28	25	23	21	26	24	24	24				
<i>Dispatch - At Hospital</i>	34	32	28	27	31	30	30	29				
<i>Dispatch - In Service</i>	59	53	51	51	58	61	55	54				

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
MD	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CStJoseph	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
WomenTx	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MHSE	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
UTMBHosp	4 4%	9 10%	11 9%	6 6%	6 5%								36 7%
HouMeStJon	0 0%	0 0%	2 1%	0 0%	0 0%								2 0%
MHPB	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MHCH	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CLRH	0 0%	0 0%	7 5%	2 2%	5 4%								14 2%
St John	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
SanJac	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
MainInd	91 95%	80 89%	100 82%	91 91%	92 89%								454 89%
Bellaire	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Hermann	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
ShrinrBH	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
St Luke	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
TXChld	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
BayAreaMed	0 0%	0 0%	1 0%	0 0%	0 0%								1 0%
Methodist	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
TOTAL	95 100%	89 100%	121 100%	99 100%	103 100%								507 100%

PATIENT DISPOSITION BY MONTH

Disposition	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Encounters	119	107	135	123	117								601
Transports	95	89	122	99	103								508
	79%	83%	90%	80%	88%								84%
Aeromedical	0	0	0	0	0								0
	0%	0%	0%	0%	0%								0%
Dead On Scene	0	2	1	4	1								8
	0%	1%	0%	3%	0%								1%
Unfounded	0	0	0	0	0								0
	0%	0%	0%	0%	0%								0%
Refusals	24	16	12	20	13								85
	20%	14%	8%	16%	11%								14%

CALLS BY TIME OF DAY

Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	27	35	37	36	31								166
	22%	32%	27%	29%	26%								27%
1200-1759	43	33	47	38	40								201
	36%	30%	34%	30%	34%								33%
1800-2359	30	24	34	32	24								144
	25%	22%	25%	26%	20%								23%
0000-0559	19	15	17	17	22								90
	15%	14%	12%	13%	18%								14%

PATIENT AGE BY MONTH

Years Old	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
<1	1	0	1	1	2								5
	0%	0%	0%	0%	1%								0%
1-8	1	1	5	2	4								13
	0%	0%	3%	1%	3%								2%
9-12	0	0	4	0	2								6
	0%	0%	2%	0%	1%								1%
13-17	4	2	1	2	1								10
	3%	1%	0%	1%	0%								1%
18-25	12	2	5	8	6								33
	10%	1%	3%	6%	5%								5%
26-50	37	34	33	26	35								165
	31%	32%	24%	21%	29%								27%
51-75	38	43	52	59	51								243
	32%	40%	38%	48%	43%								40%
76-100	23	23	34	24	16								120
	19%	21%	25%	19%	13%								20%
>100	0	0	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%								0 0%
Abd Pain	8 6%	1 0%	1 0%	3 2%	4 3%								17 2%
Allergic Rx	1 0%	0 0%	0 0%	1 0%	1 0%								3 0%
Animal Bite	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Assault	3 2%	0 0%	1 0%	0 0%	2 1%								6 0%
Auto Ped	0 0%	1 0%	2 1%	1 0%	1 0%								5 0%
Back Pain	0 0%	0 0%	2 1%	1 0%	5 4%								8 1%
Burns	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CO Poison	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
CPR	0 0%	0 0%	2 1%	1 0%	0 0%								3 0%
Cardiac	8 6%	10 9%	16 11%	16 13%	13 11%								63 10%
Childbirth	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Choking	0 0%	1 0%	2 1%	0 0%	1 0%								4 0%
DOS	1 0%	3 2%	0 0%	2 1%	1 0%								7 1%
Diabetic	3 2%	6 5%	4 2%	7 5%	6 5%								26 4%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Electrocution	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Eye Injury	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
Falls	11 8%	10 9%	8 5%	8 6%	7 5%								44 7%
Fire/Hazmat	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%
GSW/Stab	0 0%	1 0%	4 2%	0 0%	0 0%								5 0%
Headache	0 0%	0 0%	0 0%	0 0%	0 0%								0 0%

Heat/Cold	0 0%	0 0%	0 0%	0 0%	0 0%							0 0%
Hemorrhage	1 0%	1 0%	0 0%	0 0%	1 0%							3 0%
Ind Accident	0 0%	0 0%	0 0%	0 0%	0 0%							0 0%
MVA	11 8%	8 7%	8 5%	10 8%	13 11%							50 8%
Medical	26 21%	30 28%	36 26%	21 17%	17 14%							130 21%
Other	6 4%	4 3%	8 5%	3 2%	4 3%							25 4%
Overdose	0 0%	1 0%	1 0%	2 1%	2 1%							6 0%
Person Down	0 0%	0 0%	0 0%	2 1%	0 0%							2 0%
Psych	1 0%	3 2%	1 0%	0 0%	0 0%							5 0%
Respiratory	20 16%	10 9%	14 10%	16 13%	26 22%							86 14%
Seizures	7 5%	6 5%	9 6%	9 7%	4 3%							35 5%
Service Call	0 0%	0 0%	0 0%	1 0%	0 0%							1 0%
Stroke	2 1%	1 0%	3 2%	5 4%	3 2%							14 2%
Trauma	3 2%	3 2%	2 1%	5 4%	3 2%							16 2%
Unconscious	3 2%	7 6%	10 7%	9 7%	3 2%							32 5%
Unknown	0 0%	0 0%	1 0%	0 0%	0 0%							1 0%

CALL LOCATIONS BY MONTH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Map Page													
38C													
563													
563A													
565A													
699G													
736A													
736V													
737J													
737K													
737L													
737N													
737P													
737T													
737U													
737Z													
738H													
999999999													
NONE													
PATIENT													
1													
PATIENT													
2													

RESPONSE TIMES PER MONTH (minutes)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Unit Status													
Dispatch -	5	5	6	5	5								5
Location -	15	18	15	17	15								16
To Hospital	8	9	9	9	9								9
To Hospital													
- At													
Hospital	28	32	33	31	28								31
At Hospital	21	26	24	24	24								24
- In Service	27	31	30	30	29								30
Location -	51	58	60	55	54								56
At Hospital													
Dispatch -													
At Hospital													
Dispatch -													
In Service													

LaMarque Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {05/01/2016} And {05/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	0.48%	\$18,000	74.07%
112 Fires in structure other than in a building	2	0.97%	\$2,000	8.23%
113 Cooking fire, confined to container	2	0.97%	\$0	0.00%
131 Passenger vehicle fire	2	0.97%	\$4,300	17.69%
132 Road freight or transport vehicle fire	1	0.48%	\$0	0.00%
	8	3.88%	\$24,300	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	3	1.45%	\$0	0.00%
320 Emergency medical service, other	13	6.31%	\$0	0.00%
321 EMS call, excluding vehicle accident with	116	56.31%	\$0	0.00%
322 Motor vehicle accident with injuries	12	5.82%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.48%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	7	3.39%	\$0	0.00%
	152	73.78%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.48%	\$0	0.00%
412 Gas leak (natural gas or LPG)	4	1.94%	\$0	0.00%
413 Oil or other combustible liquid spill	1	0.48%	\$0	0.00%
444 Power line down	1	0.48%	\$0	0.00%
	7	3.39%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	4	1.94%	\$0	0.00%
531 Smoke or odor removal	1	0.48%	\$0	0.00%
550 Public service assistance, Other	5	2.42%	\$0	0.00%
552 Police matter	1	0.48%	\$0	0.00%
553 Public service	2	0.97%	\$0	0.00%
554 Assist invalid	8	3.88%	\$0	0.00%
	21	10.19%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	4	1.94%	\$0	0.00%
611 Dispatched & cancelled en route	8	3.88%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.48%	\$0	0.00%

LaMarque Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {05/01/2016} And {05/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call	13	6.31%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.45%	\$0	0.00%
730 System malfunction, Other	1	0.48%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.48%	\$0	0.00%
	5	2.42%	\$0	0.00%

Total Incident Count: 206

Total Est Loss: \$24,300

LaMarque Fire & Rescue

Unit Response Time Analysis

Alarm Date Between {05/01/2016} And {05/31/2016}

Response		Count	Percentage
Hrs	Mins		
	< 01	14	5.0%
	01	21	7.5%
	02	32	11.5%
	03	29	10.4%
	04	23	8.3%
	05	33	11.9%
	06	30	10.8%
	07	20	7.2%
	08	20	7.2%
	09	25	9.0%
	10	11	3.9%
	11	3	1.0%
	12	6	2.1%
	13	2	0.7%
	14	4	1.4%
	15	3	1.0%
	17	1	0.3%

Overall Average Response Time: 00:05:34

La Marque Fire Department

April 11, 2016

Mr. JoeRey Gonzales
Community Hazard Mitigation Analyst
Insurance Services Office
8911 N. Capital of Texas Highway
Westech 360, Building II, Suite 2110
Austin, Texas 78759

Re: Proposed Improvement Plan

Dear Sir:

I have developed the following status report for your review and, hopefully acceptance of our efforts over the previous two (2) years as we addressed the deficiencies emanating from the September 11, 2013 survey of our community's public protection capabilities and, subsequent "Proposed Public Protection Improvement Plan" which was submitted for consideration and later approved by ISO February 20, 2014.

In addition to the improvements delineated below, the La Marque City Council has begun the formal legal process leading to issuance of Certificates of Obligation in June 2016 in the amount of 10M dollars. Approximately 4.3M dollars of that amount will be allocated to the design and construction of an additional Fire Station and Fire Administrative Headquarters which will be located in the northwestern portion of our community. It is anticipated that a "bid award" for construction will be authorized by City Council before the close of 2016 with project completion anticipated in the fall of 2017. The station will be fully staffed and will house a Fire Pumper Apparatus along with a second Medic Unit which will greatly increase our fire protection capabilities throughout the city.

PROPOSED IMPROVEMENT PLAN

- 580.A.I. Creation and funding of a new position (Captain) {within the fire department} to manage and administer the duties and responsibilities intrinsic to a typical Fire Prevention Bureau (Fire Marshal's Office) inclusive of investigative functions; inspection functions; pre-fire planning by company personnel; plans examination; certificate of occupancy inspections; and, a full array of public fire prevention educational activities, i.e., juvenile fire setter program, public and private in-school presentations, benevolent associations, day care, institutional occupancies, etc. City Council appropriated monies necessary to reconstitute the position of Fire Marshal at the classification of Captain in June 2014. Although, the employee appointed to the position initially resigned in September 2015 to accept a similar position elsewhere, we have since appointed another individual from



La Marque Fire Department

within the La Marque Fire Department who is continuing to perform the functions and responsibilities inherent to the position and, necessary to continue to fulfill the commitments embodied in our Improvement Plan. The Fire Marshal also serves as the coordinator of {all} training and/or certification activities of the department to ensure uniformity and compliance.

- 580.A.1. Establish an agreement with Texas City to utilize their smoke/burn trailer for annual smoke training until a permanent appropriate structure can be secured in La Marque. The La Marque Fire Department has participated in Texas City's annual "smoke and burn" training during the previous two (2) years and will continue to do so by mutual agreement.
- 580.A.1. Purchase a "pump cutaway and hydrant cutaway" as training aids. Completed.
- 580.A.1. Provide a dedicated and accessible "training area" of at least two acres and/or utilize improved streets, parking lots, or roadways in lieu thereof. The La Marque Fire Department now utilizes Highland Bayou Park in the City of La Marque as a training site for drills, pump operations, and various other training regimens.
- 580.A.2. Conduct a minimum of 8 half-day single company drills annually. This activity has been incorporated in our yearly training schedule and is now monitored by the Fire Marshal.
- Establish training regimen to ensure a minimum of 20 hours per month in structure fire related subjects in conformance with NFPA 1001 for each employee. This activity has been incorporated in our yearly training schedule and is now monitored by the Fire Marshal.
- Establish training regimen to ensure a minimum of 2 days of leadership, management, supervisory, and incident management system training per year in conformance with NFPA 1021 for each company officer. This activity is being addressed in our yearly training schedule.
- Establish a training regimen to ensure a minimum of 4 half-day sessions of driver/operator training per year in conformance with NFPA 1002 and NFPA 1451 for each driver/operator. Texas A & M (TEEX) provided two (2) full days of driver/operator training in early 2016 for {all LMFD employees} and will be requested to do so going forward in the future. The department also conducted formal driver/operator training for all personnel in 2015 and will continue to do so
- Establish a training regimen to ensure ½ day training regimen for each employee per year for incidents involving hazardous materials in conformance with NFPA 472. Incorporated in our online training schedule.



La Marque Fire Department

- Establish an inspection schedule to ensure semi-annual “pre-fire planning inspections” of all commercial, industrial, institutional, and similar type occupancies with related records, notes, sketches. The department has certified many new Inspectors through the Fire Commission and, is now assigning inspections and pre-fire planning functions monthly throughout the city. Inspection districts have been established for each shift which correlate to the fire hydrant maintenance inspection / service yearly program.
- Initiate during current fiscal year (10-01-13 - 09-30-2014) a training cycle for a minimum of three (3) employees per fiscal year to attend a prevention or suppression course at Texas A & M Fire School. We have committed funding for at least three (3) employees to attend Texas A & M Fire School each year and additional funding for other employees to attend other TEEX approved and recognized training / educational venues throughout the year.
- 630. Implement a scheduled hydrant inspection program to ensure all hydrants are inspected and recorded twice per year. A formal Hydrant Inspection / Service program was implemented in the spring of 2014 and continues today. Hydrants are services, painted and color coded to conform to NFPA fire flow designations, and flowed to ascertain available fire flow. All information is then recorded in Fire House for retrieval and review.
- FPCE. Cause adoption of the 2012 International Fire Code. This issue is pending. We are coordinating adoption of the 2012 or 2015 Building, Fire Code, and companion codes with our Director of Public Works who also serves as the official overseeing the Building Inspection Department and, Bureau Veritas who we contract with to complete {all} plan reviews and subsequent inspections during construction and final inspections prior to issuance of Certificates of Occupancy. The proposed enabling ordinance language will then be given to our City Attorney and Bureau Veritas to determine correctness, appropriateness and legal comportment. This will be finalize before the close of 2016.
- FPCE. Create systematic plans examination process for all commercial plans submitted for permitting and/or certification of occupancy. La Marque now contracts with Bureau Veritas for plans review and inspections during the construction phase and final inspection prior to the issuance of Certificates of Occupancy for {all} commercial construction.
- FPCE. Establish an annual fire inspection cycle for all commercial, institutional, and educational facilities. See response to previous issue herein for “Pre-Fire Planning” inspection cycle which has been established.
- FPCE. A dedicated Fire Prevention Officer will ensure enforcement of fire prevention ordinance. The department sought and received City Council approval for the reconstitution of the Fire Marshal’s Office at the classification of Captain and funding to



La Marque Fire Department

cover the personnel and operating costs within the departmental budget commencing June 2014.

- PFSE. Ensure all public fire safety education personnel (Fire Prevention Bureau) meet the personnel qualifications and training requirements in conformance with Department of Commerce or Methods of Teaching. The department continues to certify additional personnel through the Texas Fire Commission as Fire Instructors which meet and/or exceed the required methods of teaching criteria of the Department of Commerce.
- PFSE. Ensure all public fire safety education personnel (Fire Prevention Bureau) meet continuing education requirements of 10 hours of additional work-related training annually. The Fire Marshal who is the only employee assigned to the Life Safety Bureau continues to exceed the requirement of 10 hours of additional work-related formal training and educational requirements each budgetary year.
- Establish residential fire safety program. In addition to the saturated Fire Prevention Week activities which actually continue through all of October and early November each year, we are embarking on a "Senior Fire Buster Program" and fire prevention / safety education initiatives integrated into our public and/or private schools.
- Establish juvenile fire-setter intervention program. This initiative is pending along with other training requirements / certifications as a result of the transition following the appointment of a new Fire Marshal in February 2016.

I am confident the strategic improvements we have undertaken thus far, and those that are being contemplated will suffice to ensure that the City of La Marque will continue to enjoy a Public Protection Class 3 rating until the next ISO survey takes place which I believe will result in an even lower classification.

Your cooperation and assistance and informative discussion regarding this matter are greatly appreciated. Awaiting your reply and confirmed approval of our improvement plan and attendant achievements, I remain,

Respectfully,



Gerald Grimm
Fire Chief
La Marque Fire Department
409.938.9261



LIBRARY DEPARTMENT

La Marque Public Library

Report for April 21st – May 25th



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 and stimulating 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.

There were 3,723 visitors this month.

Our top 200 members checked out 2,427 items.

This month, customers saved \$40,751 by checking out items at La Marque Public Library.

Items

La Marque Public Library staff processed and added 228 new items to our collection.

Circulation Statistics

We had 3,330 items circulate this month. Tuesdays are our busiest day of the week.

Customers borrowed 81 eBooks through our OverDrive database.

There are currently 638 items checked out that are not overdue.

There were 23 ILLs (Interlibrary Loans) shipped and received.

Report updated 05/26/2016 by Tom Hansen

Online Catalog Use

There were 713 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 1,123 patron log-in sessions. Total computer time used by patrons was 935 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 by answering a variety of questions. We answered a recorded 394 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 assisted a customer who requested books to help a child with a stutter. Staff also helped a customer research the Morovingians—a Salian Frankish dynasty that ruled the Franks for nearly 300 years in the 5th century.

Volunteers

Library volunteers worked 23.5 hours this month. Volunteer duties included cleaning/repairing damaged dvds, re-shelving and straightening returned books and assistance with program preparation and clean up.

New Patrons Registered

The library added 74 new patrons (cards) this month.

Report updated 05/26/2016 by Tom Hansen

Training/Professional Development

- Amy Miller participated in two online trainings this month: *Making Your Small Library Indispensable* and *Marketing and Outreach for Small Libraries*. Both webinars were part of Library Journal's *Best Practices from America's Best Small Libraries* continuing education series.

Programs/Outreach

Adult Programs - 9
of attendees - 5

Children Programs - 36
of attendees - 760

Teen Programs - 1
of attendees - 0

Meetings Attended

- Leadership Mainland—May 10
- City Supervisors meeting—May 11
- Gulf Coast Reads meeting at Bellaire Civic Center, Houston—May 17
- Christmas Lighting Committee meeting—May 18
- Library staff meeting—May 25
- Safety Committee meeting—May 25
-

Other Services

Printing

Laminating

Faxing

Copying

Library Happenings

- La Marque Public received confirmation that we have once again met Texas State Library and Archive Commission's requirements for public library accreditation.

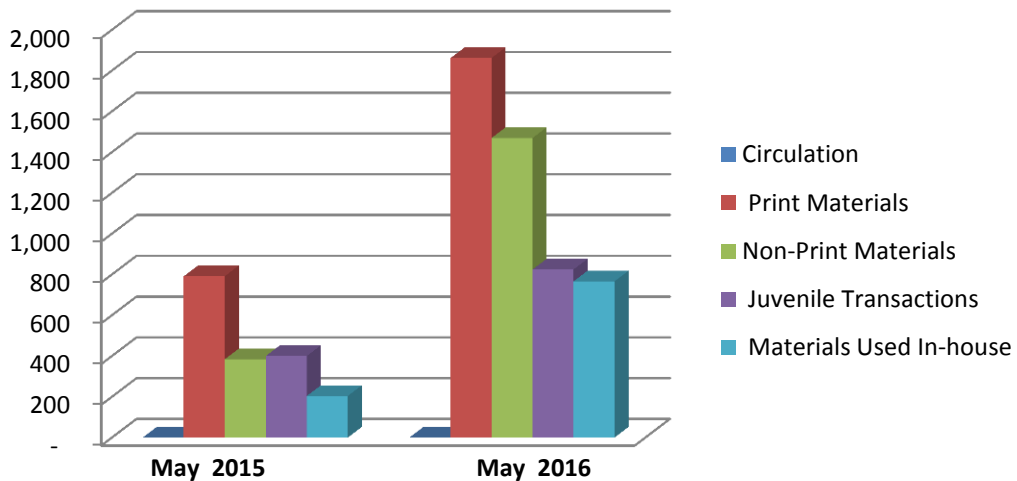
- The Library hosted two events for all ages this month: a Cinco de Mayo celebration on May 5 and a Thank You Party on May 14. The Thank You Party was in celebration of popular children's author, Mo Willems' final book in the Gerald and Piggie series titled *The Thank You Book*. Stories by Willems were read and participants enjoyed creating their own thank you cards.
- On May 11 during our weekly KIDS (Kids Into Doing Science) Club, Dr. Allison from the University of Texas Medical Branch in Galveston spoke about Neuroscience and Neurosurgery. His presentation included the dismantling of a plastic human skull to show the different parts. Participants dissected Jell-O "brains" and then (if the brain was still in good condition) sewed them back together. Fifteen children attended and four approached staff looking for science books following the presentation.
- Amy Miller and Library Assistant, Stacy Selby, attended a meeting for Gulf Coast Reads in Houston on May 17. This year's featured title is *The Train to Crystal City* by Jan Jarboe Russell. Libraries throughout the Houston/Galveston area will be doing programs in October inspired by the book. Ms. Russell attended the meeting and spoke about her extensive research process for the book.
- Plans have been finalized for this year's Summer Reading Program. The theme is **On Your Mark, Get Set, READ!** All supplemental materials have been received. Youth Services Librarian, Terri Walker, conducted outreach with area schools and daycares to market this year's program.

MONTH-TO-YEAR
La Marque Public Library

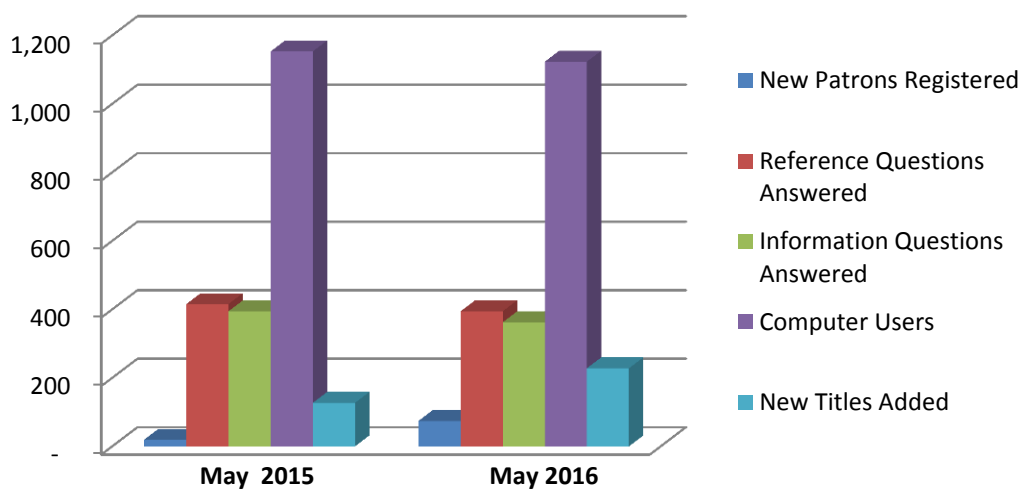
	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Description	May FY 2015	May FY 2016	%Change 2015 vs 2016	May 2015 Previous Year	May 2016 This fiscal year	% Change 2015 vs 2016
DOOR COUNT	2,253	3,723	65%	19,662	24,091	23%
CIRCULATION						
Print Materials	791	1,861	135%	8,296	13,348	61%
Non-Print Materials	384	1,469	283%	3,727	9,110	144%
Juvenile Transactions	400	824	106%	4,196	8,271	97%
Materials Used In-house	204	766	275%	3,502	5,919	69%
PUBLIC SERVICES						
New Patrons Registered	19	74	289%	491	570	16%
Reference Questions Answered	415	394	-5%	3,844	4,843	26%
Information Questions Answered	394	362	-8%	3,521	2,754	-22%
Computer Users	1,153	1,123	-3%	9,255	6,944	-25%
New Titles Added	127	228	80%	1,077	1,663	54%
PROGRAM ATTENDANCE						
Number of Adult Programs	8	9	13%	78	73	-6%
Adults Attending	13	5	-62%	80	67	-16%
Number of Teen Programs	0	1		0	2	
Teens Attending	0	-		0	4	
Number of Children Programs	5	36	620%	33	242	633%
Children Attending	54	730	1252%	644	4,353	576%
Volunteer Hours	-	24	#DIV/0!	35	96	174%
Inter-Library Loan Requests	11	18	64%	164	214	30%

La Marque Public Library
May Statistics
2015 / 2016 Comparisons

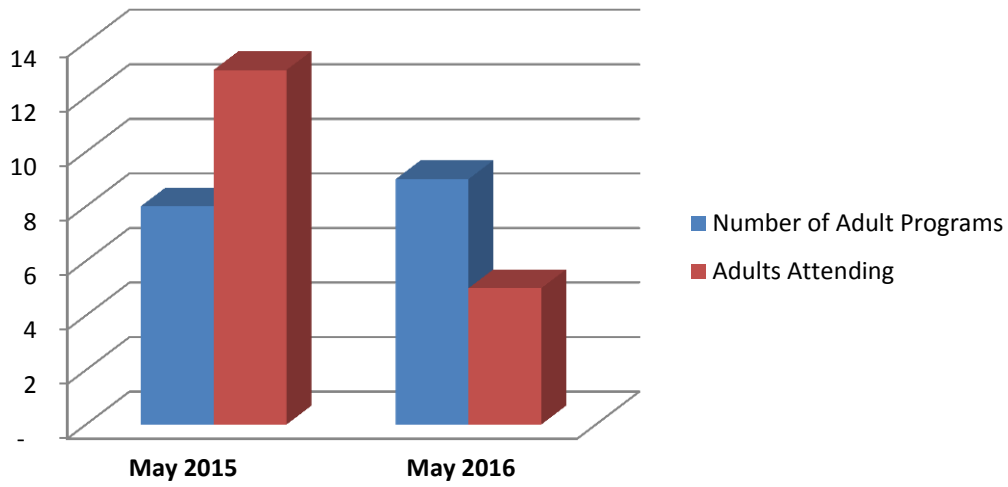
Circulation and Door Count



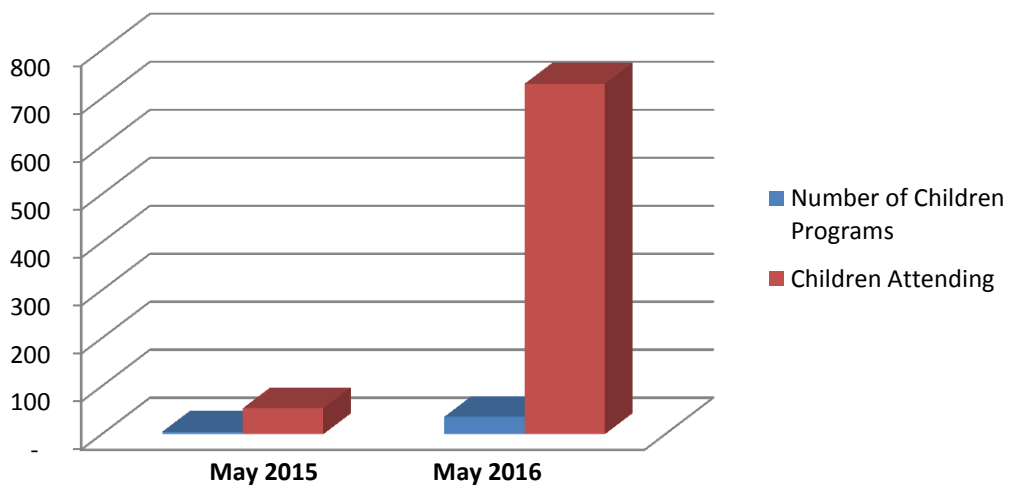
Public Services



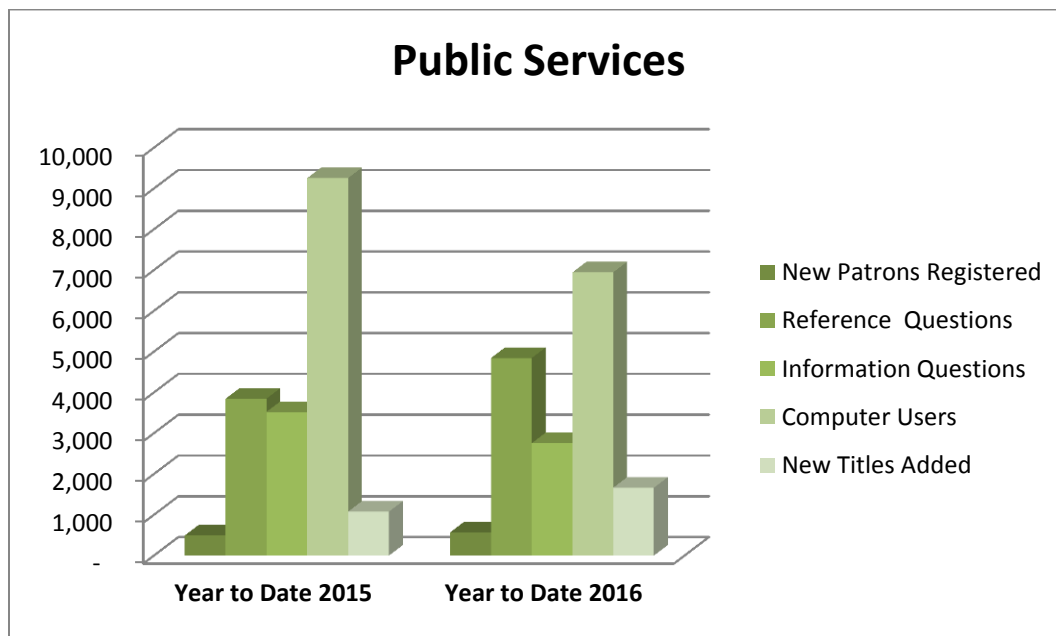
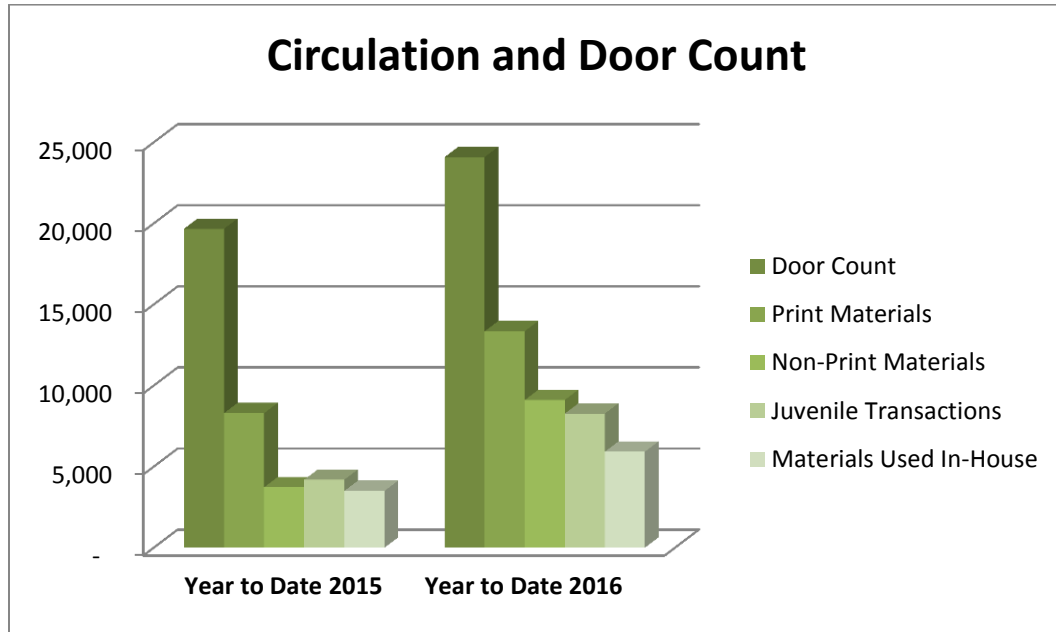
Adult Programming



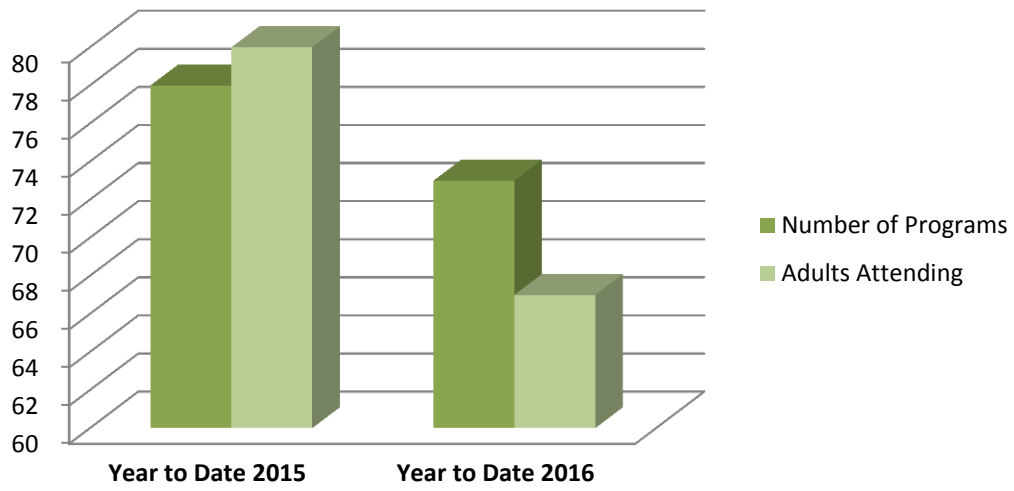
Children's Programming



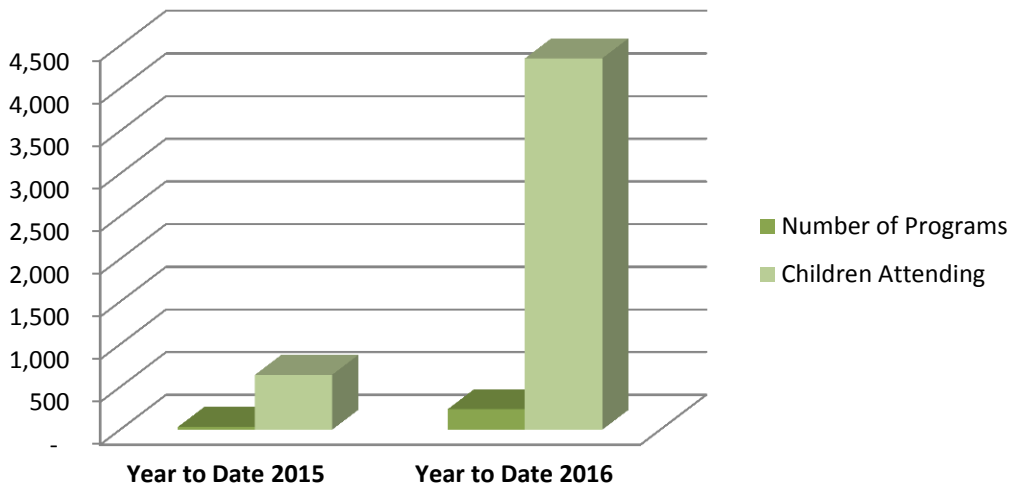
La Marque Public Library
May Statistics
2015 / 2016 Year to Date Comparisons



Adult Programming



Children's Programming



PUBLIC SERVICES

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2016 / April	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Apr
	4/1-4/6	4/7-4/12	4/13-4/18	4/19-4/24	4/25-4/30	TOTALS	2015
Calls / Customers							
Water Leaks	5	2	3	2	4	16	20
Sewer Stops	7	4	6	5	4	26	67
Leak at Meter	1	1	0	2	1	5	5
Low Pressure / No Water	3	2	3	3	1	12	10
Dress-Ups	1	2	1	0	0	4	0
Billing Department	7	9	8	12	5	41	106
Blue Cart / Trash Pick Up	8	5	9	13	4	39	17
Wednesday Pick Up	6	8	7	4	5	30	28
Bulk Pick Up	1	3	1	2	4	11	4
Co-Compliance	1	0	1	0	0	2	2
Pot Holes	1	2	1	2	0	6	8
Street Repair	2	1	2	1	1	7	5
Driveway Repair	0	0	1	1	0	2	8
Ditch/Drainage	9	5	4	4	6	28	43
Culverts	2	1	2	1	3	9	13
Mowers / Mowing	2	3	1	1	1	8	0
Street Signs	2	1	0	1	0	4	1
Traffic Lights	0	1	2	1	1	5	0
Street Light Outage	1	0	0	1	0	2	2
Street Light Request	0	0	0	2	0	2	0
Director	2	3	2	1	3	11	25
Assistant Director	0	0	0	0	0	0	1
PW/Utility Dept Supervisors	2	1	0	3	2	8	42
City Manager	0	0	0	0	0	0	0
City Hall Admin Assist.	3	4	2	2	3	14	8
Human Resource	0	0	0	0	0	0	0

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2016 / April	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	Apr
	4/1-4/6	4/7-4/12	4/13-4/18	4/19-4/24	4/25-4/30	TOTALS	2015
Calls / Customers							
City Clerk	0	0	0	0	0	0	1
Inspections	1	0	0	1	2	4	7
Animal Control	2	1	1	1	0	5	0
Mosquito Spray	1	0	0	0	0	1	2
Locates	2	3	1	2	1	9	10
LM's	0	0	0	0	0	0	2
Customer at Window	3	4	2	2	4	15	37
Recycling	1	2	1	1	0	5	4
Community Service	4	3	3	4	2	16	26
Gas Company	0	0	0	0	0	0	0
Miscellaneous Calls	5	6	6	7	9	33	76
					Totals	380	578

**CITY OF LA MARQUE
PARKS DEPARTMENT MONTHLY REPORT**

Amanda Hobby

2016 /April

SCHEDULED WORK

COMPLETED WORK

PARK MAINTENANCE	WK 1	WK 2	WK 3	WK 4	WK 5	Month	2015	DESCRIPTION OF WORK
	1-5	6-12	13-19	20-26	27-30	Totals	TOTALS	
Bayou City Park	0	0	0	0	2.25	2.25	9	
Bird Sanctuary	0	0	0	0	0	0	7	
Highland Bayou Park	0	0	5.5	0	41.25	46.75	17	
Jaycee Park	0	0	0	0	0	0	13	
Lagana Park	0	0	0	0	0	0	13	
Martin Luther King Jr. Park	0	0	0	0	0	0	11	
Mahan Park	0	0	5.5	0	28.75	34.25	42	
Westlawn Park	0	0	0	0	0	0	10	
GENERAL MAINTENANCE								DESCRIPTION OF WORK
City Hall	0	0	0	0	6	6	6	
Library	0	0	0	0	3	3	8	
Police Department	0	0	0	0	3	3	4	
La Marque Cemetery	0	0	0	0	0	0	8	
La Marque Sign @ Hwy 3	0	0	0	0	0	0	2	
Kirsten esplanade	0	0	0	0	0	0	0	
Lake Rd. / Grebb / Charity	0	0	0	0	16	16	0	
LM property / Aid & Guidance	0	0	0	0	0	0	0	
Bayou Road	0	0	0	0	16	16 0	16	
Bus Stops	0	0	0	0	0		2	
WEEKEND DUTIES							0	DESCRIPTION OF WORK
Highland Bayou Park	0	0	0	0	0	0	0	
Weekly Total Hours	0	0	11	0	116.25	127.25	168	
Comments:								



**RIGHT-OF-WAY & ROAD MAINTENANCE DIVISION
ACTIVITY REPORT
AMANDA HOBBY**

2016 / April

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
	4/1-4/6	4/7-4/12	4/13-4/18	4/19-4/24	4/25-4/30	TOTALS	2015
STREETS							
Utility Patch	1	54	8	0	0	62	0
Man Hours	0	54	12	0	0	66	0
Culverts-Linear Feet Set	0	0	0	0	0	0	0
Man Hours	0	0	0	0	5.25	5.25	0
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	0	0	1	32	8	41	104
Potholes Filled	0	0	8	0	15	23	280
Man Hours	0	0	9	0	3	12	104
Repaired Driveways	0	0	0	0	0	0	3
Man Hours	0	0	0	0	0	0	24
Grading Ditch - Linear Feet Cut	0	180	0	0	0	180	1159
Man Hours	0	36	0	0	19.75	55.75	288
Mowing Man Hours	0	81	24	0	0	105	88
Sweeping - Man Hours	0	0	7	0	0	7	8
Grate Repair - Man Hours	0	0	0	0	0	0	8
Weed-eat - Man Hours	0	0	12	0	0	12	0
Dress-up - Man Hours	0	0	0	0	0	0	0
Check Drains & Ditches	0	0	11	22	8	41	10
Man Hours	0	0	27	53.5	13	93.5	16
Safety Meetings	0	0	0	0	0	0	0
Brush/Debris Removal-Man Hours	0	0	4	11.5	0	15.5	0
Hauling Dirt/Concrete	0	405	123	119	72	719	0
Total Man Hours	0	171	96	97	49	1438	2092

WATER & SEWER MAINTENANCE DIVISION
ACTIVITY REPORT
Rodney Gamble

**2016 /April
Utility 22**

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
	4/1-4/6	4/7-4/12	4/13-4/18	4/19-4/24	4/25-4/30	TOTALS	2015
WATER							
Water leaks repaired	4	4	0	4	6	18	12
Residential Water Taps	0	0	0	0	0	0	0
Commercial Water Taps	0	1	2	0	0	3	0
Remote Read Meters Installed	0	0	0	0	0	0	0
Low Pressure City Side	0	0	0	0	0	0	0
Low Pressure Customer Side	0	2	1	3	0	6	0
Meter Boxes & Lids Replaced	0	0	0	0	0	0	0
Water Turned On/Off - Citizens	0	0	0	0	0	0	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	0
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 / April
Utility 22

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
	4/1-4/6	4/7-4/12	4/13-4/18	4/19-4/24	4/25-4/30	TOTALS	2015
SEWER							
Sewer Stoppages Resolved	15	15	16	12	7	65	94
Sewer Lines Repaired	0	0	0	0	2	2	1
Residential Sewer Taps	0	0	2	0	0	2	0
Commercial Sewer Taps	0	0	0	0	1	1	0
Clean-Out Tops Replaced	0	0	0	0	0	0	1
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	6	0	0	5	2	13	0
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	0
Total Work Orders						83	96
Projects by LF							
Feet of Water Mains Installed (LF)	0	0	0	0	0	0	0
Sewer Lines Cleaned (LF)	0	0	0	0	0	0	0
Feet of Sewer Line T.V.'d (LF)	0	0	0	0	0	0	0
Feet of Sewer Main Replaced (LF)	0	0	0	0	0	0	0
Smoke Testing Done (LF)	0	0	0	0	0	0	0
Culverts Cleaned (LF)	0	0	0	0	0	0	0

MAINTENANCE DIVISION
ACTIVITY REPORT
Jason Hubbell

2016/ April	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
Utility 24	4/1-4/6	4/7-4/12	4/13-4/18	4/19-4/24	4/25-4/30	TOTALS	2015
PREVENTATIVE MAINTENANCE							
Lift Pumps	0	0	0	0	0	0	2
Valves	0	0	0	0	0	0	1
Electric Motors	0	0	0	0	0	0	0
Electric Panels	0	0	0	1	0	1	3
Vent Fans	0	0	0	0	0	0	0
Blowers	0	0	0	0	0	0	2
Belts	0	0	0	0	0	0	2
Floats	0	3	3	3	0	9	11
Well Sites	0	0	0	1	2	3	4
Clean Up @ Well Sites	0	0	1	0	2	3	3
Troubleshoot Problems	0	1	0	1	0	2	4
CORRECTIVE MAINTENANCE							
Replaced Belts	0	0	0	1	0	1	0
Replaced Bearings	0	0	0	0	0	0	0
Replaced Motors	0	0	0	0	0	0	0
Replaced Seals	0	0	0	0	0	0	0
Replaced Pumps	0	0	0	1	0	1	0
Replace wear Parts	0	0	0	0	0	0	3
Replace Valves	0	0	0	0	0	0	1
Replace Floats	0	3	0	1	0	4	2
Replace Gauges	0	0	1	0	0	1	0
Replace Electrical Parts	0	1	0	0	0	1	6
Change Oil in Pumps	0	1	0	2	1	4	6
Clean Up Lift Stations	0	1	1	2	1	5	10
Total						35	60

SPECIAL PROJECTS

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2016 / April	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
Utility 24	4/1-4/6	4/7-4/12	4/13-4/18	4/19-4/24	4/25-4/30	TOTALS	2015
WWTP							
Rain Fall	0	3.1	0	0.3	0.4	3.8	9.6
Flow Total MG/D	6.562	26.342	13.636	12.034	7.667	66.241	106.074
Lb. of CL2 used	410	1585	795	690	415	3895	5,975
Lb. of SO2 used	246	887	440	387	258	2218	3,290
Plant Man Hours	42	71	57	70	65	305	342
Bio Solids Removed/Tons	0	0	0	0	0	0	0
Raw TSS Avg. mg/1						132.6	83.8
Raw BOD tes/Avg.						129	82.6
Raw Total Cu Avg.mg/l						0.389	0.0263
Raw NH3-3 Avg. mg/l						36.16	17.475
Effluent CBOD test/Avg.						7.1	2.7
Effluent TSS Avg. mg/1						7.6	2.1
Effluent NH-3N Avg.mg/L						20.191	3.613
Effluent Total CU mg/L						0.0064	0.0015
Enter. Avg. MPN/100 MI						6	4
Route Wells & Lift Stations							
Distribution System-Total Surface Water MG/D	12.436	17.664	16.953	18.273	9.89	75.216	68.419
Total Well Water MGD	0	0	0	0	0.325	0.325	0.003
Lb. of CL2 used	13	28	24	10	29	104	66
Lb. of Ammonia Used	3	7	6	2	7	25	2
Total # of CL2 Residual Samples	55	77	77	77	77	363	330
Number of Water Bacteriology Samples	0	0	15	0	0	15	15

WATER & WASTE WATER
ACTIVITY REPORT
Supervisor Jason Hubbell

2016 / April	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	MONTHLY	April
Utility 24						TOTALS	2015
Collection System - Total							
Lift Station Pump Hours	350.6	1142.2	858.9	633.3	396.7	3381.7	3765.8
Man Hours Wells Station	22.5	31.5	31.5	31.5	22.5	139.5	135
Safety Meetings	0	1	0	0	0	1	1
Dead ends Flushed	26	22	23	24	20	115	98
Fire Hydrants Weed-eated	25	20	22	24	10	101	101

CL2 = CHLORINE

MGD = MILLION GALLON DAY

SO2 = HYDROGEN SULFUR

BOD = BIOCHEMICAL OXYGEN DEMAND

CU = COPPER

NH-3N = AMMONIA

ANIMAL SERVICES

Galveston County Health District



Animal Services Division

Animal Resource Center - Monthly Report by Jurisdiction

April 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	1	0	0	0	0	1	0	1	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	18	13	9	1	3	2	0	10	0	1	0	0	0
Kemah	2	3	0	0	0	0	0	3	0	0	0	0	0
La Marque	27	43	23	7	9	7	0	16	0	0	0	1	0
Santa Fe	0	0	0	0	0	0	0	0	0	0	0	0	0
Texas City	97	76	64	19	18	23	0	47	1	1	0	2	0
Tiki Island	1	0	0	0	0	1	0	0	0	0	0	0	0
Unincorporated	76	62	28	4	14	29	1	46	3	2	0	1	0
Totals	222	197	124	31	44	63	1	123	4	4	0	4	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	0	0:00	0	0	0	0	0	0	0	0	0	0	0	0	0
Hitchcock	40	0:24	2	0	4	0	0	0	0	22	0	0	9	0	3
Kemah	7	0:38	0	0	2	0	0	0	0	2	0	0	0	3	0
La Marque	78	0:26	0	0	10	0	0	0	2	41	3	0	15	6	1
Tiki Island	1	0:02	0	0	0	0	0	0	0	1	0	0	0	0	0
Unincorporated	192	0:20	1	0	27	0	1	0	3	120	1	0	31	5	3
Totals	318	0:22	3	0	43	0	1	0	5	186	4	0	55	14	7

Additional Information

Jurisdiction	Citations Issued	Notices Issued	Registration
Bayou Vista	0	0	1
Clear Lake Shores	0	0	0
Dickinson	0	0	0
Hitchcock	0	6	7
Kemah	0	0	2
La Marque	3	10	6
Santa Fe	0	0	0
Texas City	0	0	22
Tiki Island	0	0	1
Unincorporated	11	33	22
Totals	14	49	61

Notes:

Physical Count of animals at ARC on 4/30/16: 140

Galveston County Health District



Animal Services Division
Animal Resource Center - Monthly Report by Jurisdiction

City: La Marque
Month: Apr 2016
Completed By: Marissa Worsham

ANIMALS:**Incoming Animals: 70**

Incoming Field	27
Incoming Shelter	43

Outgoing Animals-Disposition Method: 63

Adoptions	Foster	Rescued by Group	Redeemed by Citizen	Escaped	Euthanized	Disposal Request by Owner	Quarantine Return	Died in Care
23	7	9	7	0	16	0	0	1

Includes 0
Owner
Request Euth

CALLS: 78**Average Response Time**

0:26 (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

3 Trap Pick Up/Drop Off

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
3 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

10 Contained by Citizen/Trap

Animal Not Found
8 Animal Picked Up
Citation/Notice Issued
1 Unable to Capture
1 Warning(s)

2 Sick/Injured

Animal Not Found
2 Animal Picked Up
Dead on Arrival
Citation/Notice Issued
Unable to Capture

15 Welfare Check/Neglect

3 Animal Not Found
1 Citation/Notice Issued
4 Incident Closed
1 Unable to Capture
6 Warning(s)

0 General Follow Up

Animal Not Found
Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
Return to Owner

41 Stray

10 Animal Not Found
11 Animal Picked Up
9 Citation/Notice Issued
1 Dead on Arrival
1 Unable to Capture
9 Warning(s)

6 Wildlife Assist

Animal Not Found
5 Animal Picked Up
Citation/Notice Issued
Conference w/Owner/Complainant
1 Unable to Capture

ADDITIONAL INFORMATION:

Quarantined	0
Bite Reports	1
Citations Issued	3
Notices Issued	10
Registration	6

Included in Total Calls

FINANCE DEPARTMENT



City of La Marque
Budget vs Actual
April 2016

General Fund		April	April	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	FY 2016	FY 2015	FY 2016	58%	FY 2015	%
Property Taxes	2,965,579	42,656.17	54,612.59	2,761,694.59	93%	2,861,247.34	-3%
Sales Tax	3,317,000	288,881.17	242,923.54	1,572,097.13	47%	1,348,130.68	17%
Franchise Fees	861,000	124,758.03	143,384.60	328,460.28	38%	344,401.05	-5%
Other Taxes	98,000	8,779.31	10,883.63	21,180.10	22%	37,880.36	-44%
Licenses and Permits	617,700	46,953.20	44,012.20	487,522.30	79%	440,661.15	11%
Fines and Forfeits	809,830	61,136.73	66,424.60	484,991.49	60%	503,062.44	-4%
Charges for Services	109,790	28,134.39	15,372.55	78,713.63	72%	66,093.12	19%
Fire and Ambulance Services	464,500	31,417.04	38,768.72	216,850.02	47%	275,910.08	-21%
Investment Earnings	3,000	1,785.29	449.31	9,041.87	301%	2,139.51	323%
Miscellaneous Revenues	6,412	(52.85)	4,086.20	2,271.49	35%	39,765.98	-94%
Reimbursements	35,000	3,083.33	2,916.67	21,583.31	62%	20,416.69	6%
Intergovernmental	499,993	8,602.88	-	33,006.23	7%	18,790.12	76%
General Fund - Total Revenues	9,787,804	\$ 646,134.69	\$ 623,834.61	\$ 6,017,412.44	61%	\$ 5,958,498.52	1%
Expenditures:	Budget	April	April	Year To Date	Benchmark	Year To Date	Change
General Government Division		FY 2016	FY 2015	FY 2016	58%	FY 2015	%
Administration	378,445	35,509.36	18,357.54	199,570.95	53%	142,567.20	40%
Finance	435,737	78,199.59	46,008.66	252,384.16	58%	223,275.89	13%
Inspection	355,208	40,345.11	31,899.27	190,674.12	54%	275,762.12	-31%
Judicial	403,188	41,052.49	35,163.84	183,110.77	45%	180,114.99	2%
City Clerk	100,577	8,113.92	7,673.50	55,345.69	55%	73,021.07	-24%
Library	244,649	25,883.26	17,481.17	134,169.00	55%	114,384.29	17%
Information Technology	161,929	15,923.59	9,448.88	65,883.58	41%	47,145.28	40%
Fund Expenditures	943,872	15,427.17	51,393.75	560,981.78	59%	499,498.28	12%
	3,023,606	\$ 260,454.49	\$ 217,426.61	\$ 1,642,120.05	54%	\$ 1,555,769.12	5%
Public Safety Division	Budget	April	April	Year To Date	Benchmark	Year To Date	Change
		FY 2016	FY 2015	FY 2016	58%	FY 2015	%
Police	3,471,238	356,223.19	237,099.06	1,794,333.96	52%	1,768,278.63	1%
Animal Control	91,907	23,441.25	23,441.25	46,882.50	51%	46,882.50	0%
Emergency Management	33,547	159.43	(905.93)	3,827.67	11%	3,652.31	5%
Fire/EMS	2,330,696	206,874.63	146,178.83	1,237,436.17	53%	995,405.88	24%
Fire Marshal	0	-	1,812.10	353.61	#DIV/0!	1,812.10	
Subtotal of PSD Expenditures	5,927,388	\$ 586,698.50	\$ 407,625.31	\$ 3,082,833.91	52%	2,816,031.42	9%
Public Works Division	Budget	April	April	Year To Date	Benchmark	Year To Date	Change
		FY 2016	FY 2015	FY 2016	58%	FY 2015	%
Parks	0	-	3,964.14	-	#DIV/0!	28,902.40	-100%
Shop/Service	0	-	9,196.50	-	#DIV/0!	29,542.74	-100%
PW Admin	0	-	3,369.02	-	#DIV/0!	24,132.17	-100%



City of La Marque
Budget vs Actual
April 2016

Street	899,685		84,234.39		53,980.75		411,483.21	46%	384,195.19	7%
Subtotal of PWD Expenditures	899,685	\$	84,234.39	\$	70,510.41	\$	411,483.21	46%	\$ 466,772.50	-13%
General Fund - Total Expenditures	9,850,679	\$	931,387.38	\$	695,562.33	\$	5,136,437.17	52%	\$ 4,838,573.04	6%
Revenues over Expenditures	(62,875)	\$	(285,252.69)	\$	(71,727.72)	\$	880,975.27		\$ 1,119,925.48	
Beginning Unassigned Fund Balance:							3,954,714.00			
Ending Fund Balance:							4,835,689.27			

*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.

* Numbers are not finalized until audit completes.



City of La Marque
Budget vs. Actual
April 2016

Utility Fund		April	April	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2016	FY 2015	FY 2016	58%	FY 2015	%
Budget							
Operating Revenue	3,849,000	306,021.46	288,561.66	1,967,244.75	51%	1,860,981.40	6%
Other Revenue	339,000	13,621.30	171,352.63	209,245.54	62%	388,391.08	-46%
Utility Fund - Total Revenues	4,188,000	\$ 319,642.76	\$ 459,914.29	\$ 2,176,490.29	52%	\$ 2,249,372.48	-3%
Expenditures:		April	April	Year To Date	Benchmark	Year To Date	Change
Budget		FY 2016	FY 2015	FY 2016	58%	FY 2015	%
UB/Accounting	247,059	23,954.29	17,398.17	116,648.11	47%	132,280.02	-12%
Utility Line Maint	793,098	69,536.00	47,721.01	366,131.01	46%	265,862.91	38%
Water & Sewer Operations	2,370,081	152,057.53	168,609.51	976,810.07	41%	1,021,809.88	-4%
Debt Service	324,001	-	-	22,590.77	7%	22,610.84	0%
Equipment Maintenance	0	-	2,580.82	-	#DIV/0!	31,047.66	-100%
Storm Water	27,825	-	-	76.94	0%	510.24	-85%
Fund Expenditures	988,726	24,606.84	8,868.44	162,500.14	16%	126,831.21	28%
Utility Fund - Total Expenditures	4,750,791	\$ 270,154.66	\$ 245,177.95	\$ 1,644,757.04	35%	\$ 1,600,952.76	3%
Capital Project-Hwy 3 @ Cedar						133,964.24	
Revenues over Expenses	(562,791)	49,488.10	214,736.34	531,733.25		514,455.48	
Cash and Cash Equivalent Balance as of 4/30/16:				4,909,547.02			

*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.

* Numbers are not finalized until audit completes.



CITY OF LA MARQUE
Budget vs. Actual
April 2016

Debt Service		April	April	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	FY 2016	FY 2015	FY 2016	58%	FY 2015	%
Property Taxes	479,000	8,021.19	5,891.76	498,657.98	104%	271,824.45	83%
Other Revenue	500	451.42	51.76	1,735.59	347%	270.38	542%
Debt Service Fund - Total Revenues	479,500	\$ 8,472.61	\$ 5,943.52	\$ 500,393.57	104%	\$ 272,094.83	46%
Expenditures:	Budget	April	April	Year To Date	Benchmark	Year To Date	Change
Debts	475,789	-	-	116,736.25	25%	232,192.82	-50%
Debt Service Fund - Total Expenditures	475,789	\$ -	\$ -	\$ 116,736.25	25%	\$ 232,192.82	-99%
Revenues over Expenditures	3,711	8,472.61	5,943.52	383,657.32		39,902.01	
Beginning Balance:				639,922.25			
Ending Balance:				1,023,579.57			

*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.

* Numbers are not finalized until audit completes.



CITY OF LA MARQUE
Budget vs. Actual
April 2016

HOT Fund		April	April	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2016	FY 2015	FY 2016	58%	FY 2015	%
	Budget						
Occupancy Tax Collected	100,000	20,638.36	15,262.44	43,589.85	44%	43,744.65	0%
Other Revenue	1,000	276.15	46.68	1,195.39	120%	237.23	404%
HOT Fund - Total Revenues	101,000	20,914.51	15,309.12	44,785.24	44%	43,981.88	2%
Expenditures:		April	April	Year To Date	Benchmark	Year To Date	Change
		FY 2016	FY 2015	FY 2016	58%	FY 2015	%
	Budget						
Interconnect Transit System	40,000	3,333.33	3,333.33	19,999.98	50.00%	19,999.98	0%
PROFESSIONAL FEES	56,900	-	-	-	0.00%	-	#DIV/0!
Promotional within CLM	2,500	-	-	-	0.00%	-	#DIV/0!
BAYOU FEST	75,627	-	-	26,548.05	35.10%	41,897.74	-37%
CHRISTMAS EVENT	55,070	-	89.55	5,767.61	10.47%	2,777.46	108%
CITY PROMOTION - TC-LM C OF C	25,000	25,000.00	25,000.00	25,000.00	100.00%	25,000.00	0%
Transfer Out - General Fund	0	-	-	-	#DIV/0!	-	#DIV/0!
	255,097	\$ 28,333.33	\$ 28,422.88	\$ 77,315.64	30.31%	\$ 89,675.18	-16%
	(154,097)	(7,418.82)	(13,113.76)	(32,530.40)		(45,693.30)	
Beginning Fund Balance:				688,523.00			
Ending Fund Balance:				655,992.60			

*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.

* Numbers are not finalized until audit completes.



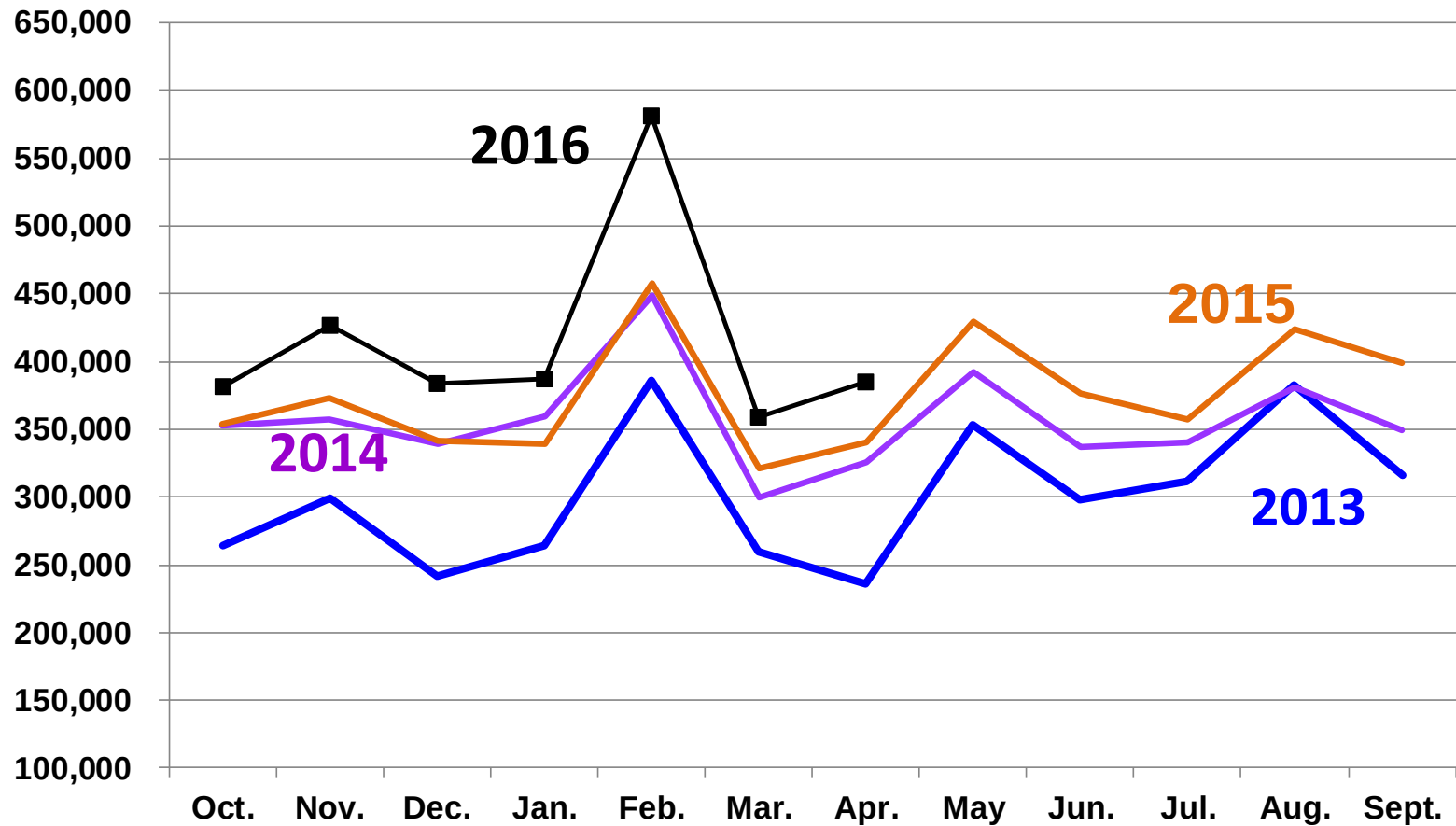
CITY OF LA MARQUE
Cash and Investments
As of 4/30/16

Funds	Amounts
General Fund	4,980,103.16
Utility Fund	4,909,547.02
Utility Restricted Investment	185,858.48
Westside Construction Fund	28,088.75
Equipment Replacement Fund	497,113.18
Library Fund	3,546.99
PD Child Outreach Program	6,228.39
Hotel Motel Fund	644,318.08
Drug Seizure Fund	9,051.39
Home Program Grant	38,552.46
Debt Service Fund	1,023,638.23
Utility Debt Service Fund	0.00
PID Funds	5,874.88
EDC	4,952,192.80
Equipment Maintenance Fund	33,318.33
CDBG Grant	22,119.00
CDBG Disaster	(15,138.70)
2005 CO Capital Projects	496,750.49
2007 CO Capital Projects	740,509.45
Section 8 Housing Grant	144,805.19
Sanitation	368,406.20
Disasters Fund	300.00
Parks Fund	50,396.14
Court Technology	37,834.07
Court Security	69,014.61
Child Safety	41,474.99
LEOSE Training Fund	19,302.78
Health Reimbursement Account	(1,294.00)
Clean City Fund	53,674.76
PEG	113,944.89
Donations Fund	59,054.46
Cemetery Fund	3,965.63
Fire Reserve	54,305.51
Library Grants Fund	508.57
Capital Improvements	22,780.00
Risk Management Fund	12,977.84
	19,600,146.18

*Note-Cash and investments excluded amounts held in GCWA



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	359,310	38,105	12
Apr	236,103	325,346	340,790	385,191	44,400	13
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>\$2,905,369</u>	<u>\$377,843</u>	<u>15</u>



FINANCIAL HIGHLIGHTS

April 30, 2016

GENERAL FUND

REVENUES (Overall increased by 1%)

- Property taxes decreased by 3%.
- Sales tax collections increased 17% from last year.
- Franchises decreased by 5%.
 - o Electricity franchise decreased from \$230,850 to \$221,458.
 - o CenterPoint decreased from \$43,857 to \$33,030.
 - o Cable franchise increased from \$44,001 to \$50,064.
- Other taxes decreased by 44%.
 - o Bingo tax has not been received from the State yet as of end of April. Estimated Bingo tax revenues for 4th quarter 2015 should be around \$12,000.
- Licenses and permits revenues increased by 11%. This is mainly due to the following:
 - o Building permits increased from \$122,191 to \$192,514. However,
 - o Coin operated machines decreased from \$262,600 to \$253,375.
 - o Plan review fees decreased from \$29,511 to \$14,655.
 - o Gulf Greyhound Park admission fee continued to decrease from \$7,079 to \$3,554.
- Fines and forfeitures decreased by 4%.
 - o Court fines code violations decreased from \$14,885 to \$4,147.
- Fire and ambulance service revenues decreased by 21%.
 - o Ambulance services decreased from \$270,677 to \$203,366.
- Park rental fees increased from \$700 to \$3,225.
- Miscellaneous revenues decreased by 94% mainly due to equity return distribution of \$26,000 from TML last year resulted from lower claims. This distribution has been reserved for future liability payments not meeting the minimum deductible level in a separate fund.
- Interest revenue increased from \$2,139 to \$9,042 due to more effective investments strategy.



FINANCIAL HIGHLIGHTS

April 30, 2016

EXPENDITURES (Overall increased by 6%)

Highlights contributing increase include the following:

- Administration increased by 40%- mainly due to personnel of new HR position and Emergency Management transferred to Administration from Police.
- Development Services decreased by 31% - mainly due to allocating demolition project cost to Capital Projects Fund.
- City Clerks decreased by 24% mainly due to election cost of \$20,764 from last year.
- Library increased by 17% mainly due to personnel.
- IT increased by 40% mainly due to implementation of City website software and additional personnel.
- Police increased by 1% mainly due to:
 - o Personnel cost.
 - o Capital outlay- vehicles lease purchase last year was \$176,280 vs. current year of \$39,078 of in-car computer purchase. This helps to offset additional personnel cost.
- Fire/EMS increased 24%- Mainly due to:
 - o Personnel cost.
 - o Capital outlay- Purchase of new Frazer medic unit of \$145,825 and a new 2016 Ford Expedition of \$34,440 this year.
- Public Services decreased by 13% mainly due to personnel and stolen copper of \$39,000 incurred last fiscal year.
- Fund expenditure increased by 12% - Mainly due to the fire truck lease purchase pay off this year.

UTILITY FUND

Revenues overall decreased by 3%.

- Discharge agreements decreased from \$280,291 to \$124,139.
- Investment interest increased from \$1,142 to \$9,651.



FINANCIAL HIGHLIGHTS

April 30, 2016

Expenses overall increased by 3%:

- Utility Billing decreased by 12% mainly due to personnel with two meter readers transferred to Utility 22.
- Utility 22 Lines and Maintenance increased by 38% mainly due to personnel and repairs and maintenance water.
- Utility legal services increased by \$10,021 in comparison to last year.
- Utility fleet maintenance / replacement program increased by \$23,061 to maintain replaced utility fleet vehicles/equipment.

**CITY OF LA MARQUE
ECONOMIC DEVELOPMENT CORPORATION
FINANCIAL STATEMENTS
FOR THE PERIOD ENDING
April 30, 2016**

City of LaMarque
Economic Development Corporation
Investment Schedule
as of April 30, 2016

	Beginning Balance	Deposits	Withdrawals	Monthly Interest Earnings	Accumulated Fiscal Year Interest	Ending Balance
TEXPOOL	1,422,096.19	0.00	0.00	395.02	1,923.35	1,422,491.21
449/848300001						
LOGIC	2,218,509.51	415,000.00	0.00	1,048.64	4,361.25	2,634,558.15
6012995002						
LOGIC - Revitalization	388,817.17	3,000.00	0.00	174.05	794.74	391,991.22
6012995003						
Texas First Bank MM	35,788.30	0.00	0.00	4.41	31.32	35,792.71
11036103						
DWS	421.33	0.00	0.00	35.92	137.28	457.25
8540001279						
MNB - Moody Nat'l. Bank	100,000.00	0.00	0.00	42.47	291.78	100,000.00
600004478						
MNB - Moody Nat'l. Bank	100,000.00	0.00	0.00	42.46	291.78	100,000.00
1011835						
Texas First Bank	200,801.22					200,801.22
10141331						
Investment Totals	4,466,433.72	418,000.00	0.00	1,742.97	7,831.50	4,886,091.76

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED BALANCE SHEET
FISCAL YEAR 2015-16
Month Ending April 30, 2016

	<u>EDC</u>
<u>ASSETS:</u>	
Cash	66,101
Sub-Total	<u>66,101</u>
Investments:	
Investments - General	4,057,507
Investments - Restricted/Revitalization	391,991
Certificates of Deposit - Moody	200,000
Certificates of Deposit - Texas First	200,801
Money Market - Texas First	35,793
Sub-Total	<u>4,886,092</u>
Receivables	258
Land & Improvements	3,335,986
Accumulated Amortized-Depreciation	
Capitalized Interest & Cost	
Total Assets	<u>8,288,436</u>
<u>LIABILITIES / EQUITY:</u>	
Liabilities:	
Accrued T.M.R.S.	2,202
Dental Insurance	20
Health Insurance	457
Worker's Comp. Payable	-95
Fort Dearborn Life Ins.	-8
Accounts Payable	20,350
Total Liabilities	<u>22,926</u>
Equity:	
Reserved for Capital Assets	933,904
Reserved for Revitalization	93,980
Unreserved:	7,237,626
Total Equity	<u>8,265,510</u>
Total Liabilities / Equity	<u>8,288,436</u>

Prepared By:
Robert Weidenbach

Approved By:
APPROVED MAY 17, 2016

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2015-16
FOR THE PERIOD ENDED APRIL 30, 2016

	BUDGET	YEAR TO DATE	%
<u>REVENUES:</u>			
1/2 Cent Sales Tax	\$ 1,000,000	524,047	52
Insurance Proceeds	-	-	-
Interest / Investments	2,500	7,832	313
Sale of Assets	-	241,024	-
Miscellaneous Income	-	-	-
Revitalization - Assets Exchange	-	-	-
Revitalization - Rental	18,000	21,000	117
Revitalization - ROW Permits	-	-	-
Miscellaneous Donations	-	-	-
Reserve for Sams	-	-	-
TOTAL REVENUES:	1,020,500	793,903	\$ 78
<u>OPERATING EXPENSES:</u>			
<u>City Supported:</u>			
Operating Supplies	4,000	1,161	29
Janitorial Supplies	300	-	-
General Insurance	5,000	2,174	43
Communications	4,500	130	3
Utilities	2,750	712	26
Accounting Services	35,000	20,417	58
Clerical Services	2,000	1,167	58
Total City Supported	53,550	25,760	48
<u>General Operating:</u>			
Uniforms, Maint & Safety Gear	-	-	-
R & M - Facilities	10,000	-	-
R & M - Equipment	1,000	-	-
Professional Fees	35,000	40,957	117
Executive Director	113,386	64,775	57
Advertising & Promotion	25,000	11,243	45
Travel - Education & Training	7,500	4,292	57
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	199,299	32

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
COMBINED INCOME STATEMENT
FISCAL YEAR 2015-16
FOR THE PERIOD ENDED APRIL 30, 2016

Capital Expenditures:

Buildings, Furniture & Fixtures, Land	-	-	-
Land	323,325	11,220	3
Total Capital Expenditures	323,325	11,220	3

TOTAL EXPENSES:	1,000,261	236,278	24
-----------------	-----------	---------	----

REVENUES OVER(UNDER) EXPENSES:	\$ 20,239	\$ 557,624
--------------------------------	-----------	------------

LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
CURRENT PERIOD EXPENDITURE DETAIL
April 30, 2016

<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Account Total</u>
19-2010-00-00	Operating Supplies	<u>31.82</u>	31.82
19-2040-00-00	Uniforms, Maint & Safety Gear	<u>0.00</u>	0.00
19-3020-00-00	Mowing/Landscaping/Maintenance	<u>0.00</u>	0.00
19-4030-00-00	General Insurance	<u>0.00</u>	0.00
19-4040-00-00	Professional Fees	<u>657.73</u>	657.73
19-1010-01-00	Executive Director Salary	10,155.33	
19-1020-01-00	Longevity		
19-1060-01-00	Payroll Taxes	808.30	
19-1065-01-00	Retirement (TMRS)	1,490.80	
19-1070-01-00	Group Health Ins.	484.13	
19-1075-01-00	Worker's Compensation	31.47	
19-2031-01-00	Car Allowance	<u>500.00</u>	13,470.03
19-4050-00-00	Advertising & Promotional	<u>1,490.00</u>	1,490.00
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>206.13</u>	206.13
19-4071-00-00	Dues, Memberships, & Subscriptions	<u>0.00</u>	0.00
19-5010-00-00	Communications	<u>25.90</u>	25.90
19-5020-00-00	Utilities	<u>0.00</u>	0.00
19-6000-00-00	Grants	<u>0.00</u>	0.00
19-6001-00-00	Public Improvements	<u>0.00</u>	0.00
19-7050-00-00	FM 1764 Sewer Project	<u>0.00</u>	0.00
19-7070-00-00	Land	<u>651.78</u>	651.78
TOTAL EXPENDITURES FOR THE CURRENT PERIOD			<u>19,616.72</u>



**CITY OF LA MARQUE
PARKS FUND
April 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	2,696.00	1,348.00	1,348.00	0.00	1,348.00	1,348.00	0.00
April 2016	414.00	207.00	207.00	0.00	207.00	207.00	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
	\$ 16,022.00	\$ 8,011.00	\$ 8,011.00	0.00	\$ 8,011.00	\$ 8,011.00	0.00

BEGINNING CASH & INVESTMENT BALANCE 04/01/2016

\$52,006.26

REVENUES

Donations	207.00
Interest on Investments	19.12
Total Revenues	\$226.12

EXPENSES

<u>Date/ Vendor</u>	<u>Description</u>	
04/06/16 - Mahe's Hauling & Sandpit	2 - 12 Yard Loads Crushed Concrete	828.00
04/07/16 - A to Z Fencing Co.	Installation of Custom Metal Sign	375.00
04/13/16 - Cherry Crushed Concrete	Crushed Concrete - Highland Bayou Park	573.24
04/27/16 - TNT Signs	Shirts for M. McGaffey - Parks Board	60.00
	Total Expenses	\$1,836.24

ENDING CASH & INVESTMENT BALANCE 04/30/2016

\$50,396.14

Financial Report prepared prior to Sept. closeout-Possible carryover in donations from prior periods

APPROVED MAY 09 2016



CITY OF LA MARQUE CLEAN CITY FUND

April 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	2,696.00	1,348.00	1,348.00	0.00	1,348.00	1,348.00	0.00
April 2016	414.00	207.00	207.00	0.00	207.00	207.00	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
	\$ 16,022.00	\$ 8,011.00	\$ 8,011.00	0.00	\$ 8,011.00	\$ 8,011.00	0.00

BEGINNING CASH & INVESTMENT BALANCE 04/01/2016

\$53,583.23

REVENUES

Donations	207.00
Interest on Investments	14.53
Total Revenues	\$221.53

EXPENSES

<u>Date/ Vendor</u>	<u>Description</u>	
04/07/16 - Roy V. Robison	Driver for Community Service Workers	130.00
	Total Expenses	\$130.00

ENDING CASH & INVESTMENT BALANCE 04/30/2016

\$53,674.76

Financial Report prepared prior to Sept. closeout-Possible carryover in donations from prior periods

APPROVED MAY 10 2016



CITY OF LA MARQUE CEMETERY FUND

Fiscal Year 2015-16

Budget vs Actual Revenues and Expenditures April 2016

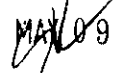
Accounts	Descriptions	Budget 2015-16	Current Month	Current Year to Date Actuals	Budget Balance
Revenues					
89-3605-00-00	Interest on Investments	0.00	1.15	11.15	(11.15)
89-9001-00-00	General Fund	1,900.00	0.00	1,900.00	0.00
	Total Revenues	1,900.00	1.15	1,911.15	(11.15)
Expenditures					
89-4048-00-00	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	1.15	1,911.15	(1,911.15)

April Expenditures

Description

Amount

\$0.00

APPROVED  5/9/2016



City of La Marque

CEMETERY FUND

Balance Sheet

April 30, 2016

Assets

Current assets:

	Fiscal Year 2015	Fiscal Year 2016
Cash	(1,468.18)	942.32
Investments	32,001.88	3,023.31
Inventories	-	-
Accounts receivable	-	-
Pre-paid expenses	-	-
Other	-	-
Total current assets	30,533.70	3,965.63

Total assets

30,533.70 3,965.63

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	(2,366.30)	1,911.15
Total Fund Balance	30,533.70	3,965.63

Total liabilities and Fund Balance

30,533.70 3,965.63

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

04/30/16 15:26

Page 1

Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50193	TROY ANDERS	04/01/16	67975	9.00		N	311.36	
50193	TROY ANDERS	04/15/16	68081	.50		N	17.30	
50193	TROY ANDERS	04/29/16	68191	11.75		N	406.50	
Total for Employee				21.25			735.16	
50186	EVELYN ARREDONDO	04/15/16	68075	9.00		N	327.48	
50186	EVELYN ARREDONDO	04/29/16	68185	7.00		N	254.71	
Total for Employee				16.00			582.19	
50163	ANDREW BEST	04/01/16	67964	14.00		N	524.64	
50163	ANDREW BEST	04/15/16	68068	8.50		N	322.36	
Total for Employee				22.50			847.00	
50191	DASHIELL CANTU	04/01/16	67973	12.00		N	419.02	
Total for Employee				12.00			419.02	
50148	TINA CRAWFORD	04/01/16	67957	16.00		N	482.18	
50148	TINA CRAWFORD	04/15/16	68061	17.00		N	518.70	
50148	TINA CRAWFORD	04/29/16	68172	18.50		N	557.53	
Total for Employee				51.50			1,558.41	
50202	MATTHEW CYPERT	04/01/16	67979	12.00		N	384.82	
50202	MATTHEW CYPERT	04/29/16	68195	1.50		N	48.29	
Total for Employee				13.50			433.11	
50139	RICHARD GARCIA	04/01/16	67954	1.00		N	57.01	
50139	RICHARD GARCIA	04/15/16	68058	1.50		N	85.87	
Total for Employee				2.50			142.88	
50176	JESSE GUZMAN	04/01/16	67967	12.25		N	445.32	
Total for Employee				12.25			445.32	
50184	JULEA HAWTHORNE	04/15/16	68074	4.00		N	134.85	
50184	JULEA HAWTHORNE	04/29/16	68184	4.50		N	151.71	
Total for Employee				8.50			286.56	
50187	JOSHUA HUMAN	04/01/16	67970	2.00		N	91.52	
Total for Employee				2.00			91.52	
50199	STEPHONIA JACKSON	04/01/16	67978	12.00		N	376.40	
Total for Employee				12.00			376.40	
50174	CONAN KING	04/01/16	67966	15.00		N	627.80	
50174	CONAN KING	04/15/16	68071	12.50		N	523.16	
50174	CONAN KING	04/29/16	68182	10.00		N	418.53	
Total for Employee				37.50			1,569.49	

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

04/30/16 15:26

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
50205	KELLIE LADD	04/01/16	67982	28.00		N	609.76	
50205	KELLIE LADD	04/15/16	68088	10.00	16.177	N	242.66	
50205	KELLIE LADD	04/29/16	68198	9.00		N	239.31	
Total for Employee				47.00			1,091.73	
50188	DANIEL O'CONNOR	04/15/16	68077	4.50		N	158.60	
Total for Employee				4.50			158.60	
50154	TIAWANNA PORTER	04/15/16	68064	4.00	16.457	N	98.74	
50154	TIAWANNA PORTER	04/29/16	68175	10.50		N	267.86	
Total for Employee				14.50			366.60	
50203	MICHAEL RAMSEY	04/01/16	67980	12.00		N	474.10	
Total for Employee				12.00			474.10	
50161	GILBERTO RODRIGUEZ	04/15/16	68067	1.25		N	61.04	
50161	GILBERTO RODRIGUEZ	04/29/16	68178	3.50		N	171.75	
Total for Employee				4.75			232.79	
50165	SHELBY SAMUELSON	04/01/16	67965	16.00		N	772.39	
50165	SHELBY SAMUELSON	04/15/16	68069	2.25		N	108.62	
50165	SHELBY SAMUELSON	04/29/16	68180	9.00		N	434.47	
Total for Employee				27.25			1,315.48	
50196	JOSE SANTOS	04/01/16	67976	38.50		N	1,394.26	
50196	JOSE SANTOS	04/15/16	68082	12.50		N	450.62	
50196	JOSE SANTOS	04/29/16	68192	7.00		N	249.90	
Total for Employee				58.00			2,094.78	
50153	TERESA SCOTT	04/01/16	67959	32.00		N	752.21	
50153	TERESA SCOTT	04/15/16	68063	4.00	15.671	N	94.03	
50153	TERESA SCOTT	04/15/16	68063	20.00		N	493.89	
50153	TERESA SCOTT	04/29/16	68174	16.00		N	395.11	
Total for Employee				72.00			1,735.24	
50075	DIANA SIEWERT	04/01/16	67952	1.50		N	34.97	
50075	DIANA SIEWERT	04/01/16	67952	6.50		N	151.52	0110400400
50075	DIANA SIEWERT	04/15/16	68056	16.50		N	384.62	0110400400
50075	DIANA SIEWERT	04/29/16	68167	.50		N	11.66	0110400400
Total for Employee				25.00			582.77	
50197	BRITTANY SMITH	04/01/16	67977	12.00		N	409.66	
50197	BRITTANY SMITH	04/15/16	68083	2.00		N	68.94	
Total for Employee				14.00			478.60	
50038	CHAD WAGGONER	04/01/16	67949	11.00		N	642.54	
Total for Employee				11.00			642.54	

praptrp2 City of La Marque
Pay Type - 0 Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

04/30/16 15:26

Page 3

Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Program - POLICE				501.50			16,660.29	
Total for Department - 5 POLICE				501.50			16,660.29	
60075	CURTIS BARBER	04/01/16	67986	12.00		N	427.84	
60075	CURTIS BARBER	04/15/16	68091	1.00		N	35.48	
Total for Employee				13.00			463.32	
60092	MICHAEL BILLIOTT	04/01/16	67989	31.00		N	941.49	
60092	MICHAEL BILLIOTT	04/01/16	67989	24.00		N	728.89	
Total for Employee				55.00			1,670.38	
60113	AMANDA BLACK	04/01/16	67993	24.00		N	730.66	
Total for Employee				24.00			730.66	
60009	JOHN BRASHER	04/29/16	68199	48.00		N	1,791.00	
Total for Employee				48.00			1,791.00	
60117	MICHAEL CARLSON	04/01/16	67995	24.00		N	678.31	
60117	MICHAEL CARLSON	04/15/16	68100	24.00		N	682.42	
60117	MICHAEL CARLSON	04/29/16	68209	12.00		N	335.09	
Total for Employee				60.00			1,695.82	
60124	JASON CROCKOM	04/29/16	68212	28.00		N	640.08	
Total for Employee				28.00			640.08	
60077	JOSE GONZALEZ	04/01/16	67987	50.00		N	1,956.60	
60077	JOSE GONZALEZ	04/15/16	68092	11.00		N	430.45	
60077	JOSE GONZALEZ	04/29/16	68201	57.50		N	2,250.09	
Total for Employee				118.50			4,637.14	
60095	MATTHEW HATHORN	04/01/16	67990	26.00		N	956.40	
Total for Employee				26.00			956.40	
60115	ZACHERY HON	04/01/16	67994	48.00		N	1,366.20	
60115	ZACHERY HON	04/15/16	68099	24.00		N	687.17	
60115	ZACHERY HON	04/29/16	68208	24.00		N	679.03	
Total for Employee				96.00			2,732.40	
50169	AMBER KARSHNER	04/15/16	68089	8.00		N	193.68	
Total for Employee				8.00			193.68	
60097	WILLIAM REED	04/01/16	67991	26.00		N	1,109.12	
60097	WILLIAM REED	04/29/16	68205	10.00		N	426.59	
Total for Employee				36.00			1,535.71	

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

04/30/16 15:26

Page 4

Department Number - 6 FIRE Program Number - FIRE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
160037	KARI WELCH	04/29/16	68215	12.00		N	379.76	
Total for Employee				12.00			379.76	
60119	TONY WRIGHT	04/01/16	67996	37.00		N	1,027.14	
Total for Employee				37.00			1,027.14	
160017	PEDRO ZARAZUA	04/01/16	67998	50.00		N	2,034.98	
160017	PEDRO ZARAZUA	04/15/16	68106	74.00		N	3,011.76	
160017	PEDRO ZARAZUA	04/29/16	68214	11.00		N	447.69	
Total for Employee				135.00			5,494.43	
Total for Program - FIRE				696.50			23,947.92	
Total for Department - 6 FIRE				696.50			23,947.92	
120153	HECTOR GARIBAY	04/01/16	68011	3.00		N	46.22	
120153	HECTOR GARIBAY	04/15/16	68119			Y	29.16	
Total for Employee				3.00			75.38	
240122	EUSTACIO GONZALES	04/01/16	68013	4.00		N	100.09	
240122	EUSTACIO GONZALES	04/01/16	68013	3.00		N	75.06	
240122	EUSTACIO GONZALES	04/15/16	68122	4.00		N	100.09	
240122	EUSTACIO GONZALES	04/29/16	68231	4.00		N	100.09	
Total for Employee				15.00			375.33	
120134	DENNIS HENDERSON	04/15/16	68117	2.00		N	42.75	
120134	DENNIS HENDERSON	04/29/16	68225	2.00		N	42.75	
Total for Employee				4.00			85.50	
120152	SHANE IRISH	04/01/16	68010	2.00		N	32.97	
120152	SHANE IRISH	04/29/16	68226	2.00		N	32.97	
Total for Employee				4.00			65.94	
120089	CLAUDE LACY	04/15/16	68115	2.00		N	43.39	
120089	CLAUDE LACY	04/29/16	68223	2.00		N	43.39	
Total for Employee				4.00			86.78	
120120	JOSEPH MOSE	04/01/16	68008	6.00		N	142.46	
120120	JOSEPH MOSE	04/29/16	68224	5.00		N	118.72	
120120	JOSEPH MOSE	04/29/16	68224	4.00		N	94.97	
120120	JOSEPH MOSE	04/29/16	68224	1.00		N	23.74	
Total for Employee				16.00			379.89	
120154	ROY ROBINSON	04/01/16	68012	1.00		N	16.49	
120154	ROY ROBINSON	04/01/16	68012	2.00		N	32.97	

Pay Type - O Overtime		Pay Type History Report						
Fund Number - 1 GENERAL FUND		Department Number - 12 PUBLIC SERVICES		Program Number - PUBLIC SERVICES				
Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
120154	ROY ROBINSON	04/15/16	68120	2.00		N	32.97	
Total for Employee				5.00			82.43	
Total for Program - PUBLIC SERVICES				51.00			1,151.25	
Total for Department - 12 PUBLIC SERVICES				51.00			1,151.25	
Total for Fund - 1 GENERAL FUND				1,249.00			41,759.46	
220135	ERNEST DICKEY	04/15/16	68134			Y	71.79	
220135	ERNEST DICKEY	04/29/16	68241	9.00		N	148.37	
Total for Employee				9.00			220.16	
220138	BRODERICK FRANK	04/15/16	68136	8.25		N	136.00	
220138	BRODERICK FRANK	04/15/16	68136	4.00		N	65.94	
220138	BRODERICK FRANK	04/29/16	68243	6.00		N	98.91	
220138	BRODERICK FRANK	04/29/16	68243	.75		N	12.36	
Total for Employee				19.00			313.21	
220137	SAMUEL JENKINS	04/01/16	68027	4.00		N	65.94	
220137	SAMUEL JENKINS	04/01/16	68027	2.00		N	32.97	
220137	SAMUEL JENKINS	04/01/16	68027	10.75		N	177.21	
220137	SAMUEL JENKINS	04/15/16	68135	4.50		N	74.18	
220137	SAMUEL JENKINS	04/29/16	68242	6.00		N	98.91	
Total for Employee				27.25			449.21	
220118	MICHAEL JORDAN	04/15/16	68130	2.50		N	52.75	
220118	MICHAEL JORDAN	04/15/16	68130	2.00		N	42.20	
220118	MICHAEL JORDAN	04/29/16	68238	4.00		N	84.40	
220118	MICHAEL JORDAN	04/29/16	68238	6.00		N	126.60	
Total for Employee				14.50			305.95	
120151	MARSHALL KNIGHT	04/01/16	68019	4.00		N	76.04	
120151	MARSHALL KNIGHT	04/15/16	68128	2.00		N	38.02	
Total for Employee				6.00			114.06	
Total for Program - UTILITY LINE MAINTENANCE				75.75			1,402.59	
Total for Department - 22 UTILITY LINE MAINTENANCE				75.75			1,402.59	
220134	RONDALL COLEMON	04/15/16	68133			Y	71.26	
220134	RONDALL COLEMON	04/15/16	68133	1.00		N	16.49	

praptrp2 City of La Marque
Pay Type - 0 Overtime
Fund Number - 2 UTILITY FUND

skou
Pay Type History Report

04/30/16 15:26

Page 6

Department Number - 24 WATER AND WASTEWATER OPER Program Number - WATER AND SEWER OPERATIONS

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
Total for Employee				1.00			87.75	
240123	VALENTIN GARCIA	04/29/16	68248	8.00		N	160.28	
240123	VALENTIN GARCIA	04/29/16	68248	6.00		N	120.21	
Total for Employee				14.00			280.49	
240101	RONALD REED	04/01/16	68030	6.00		N	150.35	
240101	RONALD REED	04/15/16	68138	12.25		N	306.97	
240101	RONALD REED	04/15/16	68138	2.00		N	50.12	
240101	RONALD REED	04/29/16	68246	2.00		N	50.12	
240101	RONALD REED	04/29/16	68246	6.50		N	162.88	
Total for Employee				28.75			720.44	
260010	DILLON SMITH	04/01/16	68034	20.00		N	344.88	
260010	DILLON SMITH	04/01/16	68034	4.00		N	68.98	
260010	DILLON SMITH	04/15/16	68143	2.00		N	34.49	
Total for Employee				26.00			448.35	
Total for Program - WATER AND WASTEWATER OPER				69.75			1,537.03	
Total for Department - 24 WATER AND WASTEWATER OPER				69.75			1,537.03	
Total for Fund - 2 UTILITY FUND				145.50			2,939.62	
Total for Pay Type - 0 Overtime				1,394.50			44,699.08	
Grand Totals -				1,394.50			44,699.08	

praptrp2 City of La Marque
 Pay Type - MO Mid Overtime
 Fund Number - 1 GENERAL FUND

skou
 Pay Type History Report

04/30/16 15:26

Page 1

Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50191	DASHIELL CANTU	04/01/16	67973	8.00		N	279.35	
50191	DASHIELL CANTU	04/29/16	68189	2.75		N	95.69	
Total for Employee				10.75			375.04	
50148	TINA CRAWFORD	04/01/16	67957	3.00		N	90.41	
Total for Employee				3.00			90.41	
50160	FORREST GANDY	04/01/16	67962	9.00		N	427.86	
Total for Employee				9.00			427.86	
50139	RICHARD GARCIA	04/29/16	68169	1.25		N	71.31	
Total for Employee				1.25			71.31	
50184	JULEA HAWTHORNE	04/15/16	68074	2.50		N	84.28	
Total for Employee				2.50			84.28	
50205	KELLIE LADD	04/01/16	67982	12.00		N	261.32	
50205	KELLIE LADD	04/29/16	68198	4.00		N	106.36	
Total for Employee				16.00			367.68	
50154	TIWANNA PORTER	04/01/16	67960	12.00		N	291.87	
50154	TIWANNA PORTER	04/15/16	68064	6.00	15.665	N	140.99	
50154	TIWANNA PORTER	04/15/16	68064	4.00	16.457	N	98.74	
50154	TIWANNA PORTER	04/29/16	68175	4.00		N	102.04	
Total for Employee				26.00			633.64	
50161	GILBERTO RODRIGUEZ	04/01/16	67963	13.00		N	631.76	
50161	GILBERTO RODRIGUEZ	04/29/16	68178	3.00		N	147.22	
Total for Employee				16.00			778.98	
50038	CHAD WAGGONER	04/15/16	68053	7.00		N	408.89	
Total for Employee				7.00			408.89	
Total for Program - POLICE				91.50			3,238.09	
Total for Department - 5 POLICE				91.50			3,238.09	
Total for Fund - 1 GENERAL FUND				91.50			3,238.09	
Total for Pay Type - MO Mid Overtime				91.50			3,238.09	
Grand Totals -				91.50			3,238.09	