



**1111 Bayou Road
La Marque, Texas
409-938-9202**

Mayor Bobby Hocking

Mayor Pro- Tem Keith Bell- District A

Councilmember Chris Lane- District B

Councilmember Robert Michetich-District C

Councilmember Clent Brown- District D

OFFICIALLY POSTED ON THE
WEB:
DATE: **4.7.2017** TIME: **12:05 p.m.**

**ORDINANCE NO. O-2017-009
RESOLUTION NO. R-2017-0012**

**CITY OF LA MARQUE
PUBLIC HEARING AND REGULAR CITY COUNCIL
AGENDA
of
April 10, 2017**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Public Hearing and Regular Meeting on Monday, April 10, 2017, beginning 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**
 - a. Proclamation – National Telecommunicators Week
 - b. Proclamation – April “National Safe Digging Month”
- (5) CITIZENS 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. City Council Regular Minutes of March 13, 2017
- b. Discussion/possible action regarding cancelling the Regular City Council meeting of May 8, 2017, and scheduling a Special Called City Council meeting for May 15, 2017.
- c. Discussion/possible action regarding Resolution No. **R-2017-0011**, amending Resolution No. R-2017-007, ordering the City of La Marque General Election and specifying polling places in the General Election to be held on May 6, 2017.
- d. Discussion/possible action authorizing the Mayor to execute a Standard Agreement for Contracting Services with Sovereign Builders Inc., dba Construction LTD for the construction of La Marque Central Fire Station and Fire Administrative Headquarters / Emergency Operations Center in the amount of \$5,250,000.00 as previously awarded by City Council March 13, 2017.
- e. Discussion/possible action regarding ratifying the City Manager's authorization of a Change Order in the amount of \$34,209.60 for the capital City-wide Street Improvement Project, previously awarded to Galveston County.

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-008**, approving an exchange of easements by and between the City of La Marque and New Hope Bible Church on property owned by New Hope Bible Church at 3801 McKinney Extension as part of settlement of *William and Margaret Bunch v. New Hope Bible Church et al.*, Cause No. 15CC0596, in the 212th District Court of Galveston County, Texas
- b. Conduct Public Hearing to hear public input regarding the approval of the Final Plat for Landing at Delany Cove Section 6, a subdivision of 11.849 acres located in S.F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas, and allowing a variance to Code Section 41-107 (e), for the dimension of the lots to be reduced from 60'X120' to 50'X120' in size.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-008** approving the exchange of utility easements by and between the City of La Marque and New Hope Bible Church on property owned by New Hope Bible Church at 3801 McKinney Extension as part of settlement of *William and Margaret Bunch v. New Hope Bible Church et al.*, Cause No. 15CC0596, in the 212th District Court of Galveston County, Texas **THIS IS THE SECOND AND FINAL READING**
- b. Discussion/possible action regarding the approval of the Final Plat for Landing at Delany Cove Section 6, a subdivision of 11.849 acres located in S.F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas, and allowing a variance to Code Section 41-107 (e), for the dimension of the lots to be reduced from 60'X120' to

50'X120' in size. **THIS ITEM WAS DENIED BY CITY COUNCIL AT THE FEBRUARY 13, 2017 MEETING**

(9) AWARD OF BIDS/CONTRACTS/AGREEMENTS

- a. Discussion/possible action regarding approval of agreement between Premier Soccer League and the City of La Marque for use and maintenance of the soccer fields in Highland Bayou “Mac” Mc Gaffey Park, as recommended by the Parks Board – Public Services Director L. Rumburg

(10) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-009**, Repealing Sec. 44-2; Curfew for Minors, Chapter 44, of the Code of Ordinances, City of La Marque, Texas; and in its place adopting a new Sec. 44-2; establishing a curfew for any person under the age of seventeen years during certain hours – Police Chief K. Jackson **THIS IS THE FIRST READING**
- b. Discussion/possible action regarding adopting Resolution No. **R-2017-0012**, approving the 2016-2020 Galveston County Multi-Jurisdiction Hazard Mitigation Plan, as required by FEMA every five years – Emergency Management Coordinator C. Warren
- c. Discussion – Staff Report providing update of Public Services work projects to include, but not limited to, a discussion of the H-GAC Buy Board as an option in the selection of contractors/vendors for the upcoming Sanitary Sewer Overflow Program, update of discussions with MOTCO Trust Group – Public Services Director L. Rumburg
- d. Discussion/possible action regarding authorizing the City Manager to execute an engineering design and construction services agreement with LJA Engineering for Sanitary Sewer Rehabilitation Program in the amount of \$134,195.00 – Public Services Director L. Rumburg
- e. Discussion/possible action regarding authorization to allow City participation in the cost of installation of Sanitary Sewer Main and manhole on FM 1764, and approving the expenditure of \$22,450.00 – Public Services Director L. Rumburg
- f. Discuss the possibility of amending the “noise” ordinance in the La Marque Code of Ordinances by addressing engine brakes or “jake” brakes being applied in certain areas within the city and provide the City Manager with direction.
- g. Discuss the possibility of amending the “noise” ordinance in the La Marque Code of Ordinances by addressing “all-terrain vehicles” (ATV’s) being ridden within certain areas of the city and provide the City Manager with direction.

(11) CITY MANAGER REPORT

- **Judicial**
- **Police**
- **Fire**

- **Library**
- **Public Services**
- **Animal Services**
- **Financials**

(12) 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)

(13) REQUEST AND ANNOUNCEMENTS

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

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

(14) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before April 7, 2017 before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk

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

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

PROCLAMATION

WHEREAS, 9-1-1 is nationally recognized as the number to call in an emergency to receive immediate help from police, fire, emergency medical services, or other appropriate emergency response entities; and

WHEREAS, 9-1-1 was designated by Congress as the national emergency call number under the Wireless Communications and Public Safety Act of 1999 (Public Law 106-81); and

WHEREAS, the ENHANCE 911 Act of 2004 (Public Law 108-494) established enhanced 9-1-1 as a high national priority as part of our Nation's homeland security and public safety; and

WHEREAS, a growing segment of the population, including the deaf, hard of hearing, deaf-blind, and individuals with speech disabilities increasingly communicate with non-traditional text, video and instant messaging communications services and anticipate that these services will be able to connect directly to 9-1-1; and

WHEREAS, thousands of 9-1-1 calls are made every year by children properly trained on the use of 9-1-1, resulting in lives saved which underscores the critical importance of training children early in life about 9-1-1; and

WHEREAS, there is a widespread misuse of the 9-1-1 system, including prank and non-emergency calls, which can result in costly and inefficient use of 9-1-1 and emergency response resources; and

NOW, THEREFORE, I, the Mayor, and City Council of the City of La Marque do proclaim the second full week of April (10th through 14th) as:

“NATIONAL TELECOMMUNICATORS WEEK”

in the City of La Marque and call upon all citizens, local officials, businesses, parents, teachers, school administrators, caregivers, and non-profit organizations to observe this month with training, events and other activities to educate the public on 9-1-1 and its services.

In official recognition, whereof, I hereby affix my signature and the seal of the City of La Marque, Texas this the 10th day of April, 2017.

Bobby Hocking, Mayor

Office of the Mayor
City of La Marque

PROCLAMATION

WHEREAS, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 8-1-1 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment, personal injury and even deaths are the potential results; and

WHEREAS, Designated by the FCC in 2005, 8-1-1 provides potential excavators and homeowners a simple number to reach their local One Call Center to request utility line locations at the intended dig site; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our nation safe and connected by making a simple phone call to 8-1-1 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation' and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what's below call 8-1-1 before you dig. Before you pick up a shovel, pick up the phone; and

NOW, THEREFORE, we, the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim April, 2017 as

“NATIONAL SAFE DIGGING” MONTH

in the City of La Marque, and encourage all excavators and homeowners throughout the country to always call 8-1-1 before digging.

In official recognition whereof, I hereby affix my signature and the seal of the City of La Marque, Texas this the 10th day of April, 2017.

Bobby Hocking, Mayor



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**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
MARCH 13, 2017**

Regular Meeting Minutes of the City of La Marque City Council held on Monday, March 13, 2017, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

Mayor Hocking called the Regular Meeting to order at 6:03 p.m.

(2) ROLL CALL – MEMBERS OF COUNCIL

Bobby Hocking

Mayor

Keith Bell

Mayor Pro Tem, Councilmember District A

Chris Lane

Councilmember, District B

Robert Michetich

Councilmember, District C

Clent Brown

Councilmember, District D

OTHER OFFICIALS PRESENT:

Carol Buttler

City Manager

Ellis Ortego

City Attorney

Robin Eldridge

City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Bell led the invocation and the Pledge of Allegiance.

(4) PROCLAMATIONS/PRESENTATIONS

- a. Introduction of new employees: Kristina Layton, James Matthews, Nathan Baggs, Jason Crockom, Crystal Brasington, Chastity Porter, Richard Lafour, and Ashley Robinson

Fire Chief Grimm introduced the following new city employees and said a few words about each: Nathan Baggs, Crystal Brasington, Jason Crockom, Richard Lafour, James Matthews, Chastity Porter, Ashley Robinson and Kristina Layton.

- b. Acknowledgement of Promoted Employees: Michael Carlson, Zachery Hon, and David Merryman

Fire Chief Grimm also acknowledged the following promoted employees: Michael Carlson was promoted from Engineer to Captain; Zac Hon was promoted from Fire Fighter to Engineer David Merryman was promoted from Engineer to Captain.

(5) CITIZENS PARTICIPATION



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1. Bishop Aaron Johnson, of the Temple of Deliverance Worship Center, reported that approximately two years ago, the Lions Club occupied the building where his congregation now meets. A long-standing sign had been situated near the intersection of Main and Downey, advertising the Lions Club. When the church took over the building, the sign advertising the Lions Club was replaced by the church sign in the exact location. But, the sign was said to have been removed when a former member of Council complained. He is asking for a meeting between himself and the City Manager regarding an ordinance that has been violated, by removing the sign that had been situated in that same location for several years previous and he feels that it should be grandfathered. A meeting was said to take place on the following Wednesday between he and the City Manager.
2. David Pennington invited all to attend a Cemetery Clean up on March 25, 2017, from 8:30 a.m. until 12:00 p.m. at the La Marque Cemetery. The Master Gardeners have taken on the La Marque Cemetery as their project.
3. Clarence Caldwell (didn't fill out a sheet) spoke about the use of ATV's (four wheelers) in and around his house. The persons riding have a two way radio and are monitoring the police department calls, and by the time the officer shows up there, they have already stopped riding. He also reported a trailer behind his property, the owners are not keeping their yard mowed, without the city having to send them a letter.
4. Jerry Patton (didn't fill out a sheet) of Omega Bay spoke about the service road next this subdivision, off of I-45 (mile 7 going south). The diesel trucks approaching the intersection of 146 and Highway 6 use engine brakes, or "Jake" brakes. After making several calls, he said that everyone is willing to help with this, but there is no noise ordinance in regards to the use of engine brakes. He has spoken to TX DOT and they said they are willing to provide the signs and the police department is willing to enforce a noise ordinance, if the city adopts one.

(6) CONSENT AGENDA

- a. City Council Regular Minutes of February 13, 2017
 - b. Discussion/possible action regarding adopting Resolution No. **R-2017-006**, approving the aerial spraying of mosquitos by Galveston County Mosquito Control District, as required on a yearly basis by the Federal Aviation Administration
 - c. Discussion/possible action regarding adopting Resolution No. **R-2017-007**, amending Resolution No. R-2017-001, ordering the City of La Marque General Election to be held on May 6, 2017
 - d. Discussion/possible action regarding Resolution No. **R-2017-008**, opposing all bills advocating revenue caps and legislative interference with local services
- ** Mayor Pro-Tem Bell made a motion to approve the Consent Agenda.**



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

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-005**, vacating, abandonment, and closing of road and alley rights-of-way located on realty described in Exhibit "A".

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

No one spoke.

- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-006**, providing for the annexation of Painted Meadows Section 5 subdivision, consisting of 27.312 acres of land, and a section of Autry Road, as forwarded with a favorable recommendation from Planning and Zoning Commission.

No one spoke.

- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-007**, amending the City of La Marque 2016-2017 Budget for Year-end Encumbrances, personnel, and related Capital Outlays by increasing certain expenditures to individual budget accounts in certain funds as set forth in Exhibit "A".

Finance Director Suzy Kou explained the amendments in further detail, the first part being the 2016 year-end encumbrances. "Each year, there are outstanding purchase orders from the previous year, they are all budgeted items, just outstanding from the previous year. It happens each year that is why we have to reflect it in the current year. These funds were budgeted in the previous fiscal year." (Attached and highlighted as Exhibit "A")

Mayor Hocking closed the Public Hearing and opened the Regular Meeting at 6:35 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2017-005** vacating, abandonment, and closing of road and alley rights-of-way located on realty described in Exhibit "A". **THIS IS THE SECOND AND FINAL READING**

Councilmember Michetich made a motion to adopt Ordinance No. **O-2017-005**, vacating, abandonment, and closing of road and alley rights-of-way located on realty described in Exhibit "A".

Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**

- b. Discussion/possible action regarding adopting Ordinance No. **O-2017-006**, providing for the annexation of Painted Meadows Section 5 subdivision, consisting of 27.312 acres of land, and a section of Autry Road, as forwarded with favorable recommendation from



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Planning and Zoning Commission. **THIS IS THE SECOND AND FINAL READING**

Mayor Pro-Tem Bell made a motion to adopt Ordinance No. **O-2017-006**, providing for the annexation of Painted Meadows Section 5 subdivision, consisting of 27.312 acres of land, and a section of Autry Road, as forwarded with favorable recommendation from Planning and Zoning Commission. **THIS IS THE SECOND AND FINAL READING**

Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

- c. Discussion/possible action regarding adopting Ordinance No. **O-2017-007**, amending the City of La Marque 2016-2017 Budget for Year-end Encumbrances, personnel, and related Capital Outlays by increasing certain expenditures to individual budget accounts in certain funds as set forth in Exhibit "A". **THIS IS THE SECOND AND FINAL READING**

Councilmember Lane made a motion to adopt Ordinance No. **O-2017-007**, amending the City of La Marque 2016-2017 Budget for Year-end Encumbrances, personnel, and related Capital Outlays by increasing certain expenditures to individual budget accounts in certain funds as set forth in Exhibit "A".

Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**

(9) AWARD OF BIDS/CONTRACTS

- a. Discussion/possible action regarding the award of a construction contract to Sovereign Builders, Inc., dba Construction LTD for the construction of La Marque Central Fire Station and Fire Administrative Headquarters / Emergency Operations Center for the total base stipulated price in the amount of \$5,065,668.00 plus "Owner's Contingency Fund" in the amount of \$184,332.00.

Fire Chief Grimm approached the podium, "I have probably had twenty-three or twenty-four projects on my watch as Fire Chief, and none could hit the heart of public safety more

they, the ISO - Insurance Services Offices, an insurance rating agency used by all fifty states, were to raise the city's ISO rating from a 3 to a 5. "With Councils' blessing, I introduced an improvement plan to ISO that allowed the city, roughly two years to bring a number of improvements to our city to include the creation of a Fire Marshall and a Fire Marshal's Office and a number of other things that may allow us to avoid that increase." But in the mean-time, another company had adopted a new rate schedule for all fifty states and that the City would not receive credit for some of the things that we had done and added some new things that we had not done. On February 14th of this year, a rate analyst came down and conducted another survey and advised him that a rate increase was more than likely going to occur. "After speaking with him again, his computations showed that the rating for La Marque would increase to a four or a possible five. He further advised me of the two driving forces behind this, which are the distribution of fire service protective personnel and equipment. He also indicated to me that the creation of a Fire Station on the



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west side of town would obviate the need to increase our rate if it is built before the rate becomes effective.” He said it was unknown how much of a rate increase in insurance that this would mean for each individual citizen or business, but it would be an increase for each homeowner in the city. “Moreover, for the first time in the history of La Marque, and I have been in this area twenty-six going on twenty-seven years, and this new facility will be designed and constructed of hardened materials. It will allow us for the first time to have a safe harbor for the Mayor, the Emergency Management Coordinator and her staff, City Manager and her staff, the Finance Director and her staff and Police and Fire to take shelter in, before, during and after any disaster that might affect the City of La Marque. Prior to this, we had to relocate to the City of Santa Fe High School or beyond. I recall when Hurricane Rita came through, some of the La Marque personnel went to Alvin, this will obviate the need for any of this to occur. The buildings are going to be constructed to be able to withstand winds up to 160 mph. It will have a functional EOC, cabled, wired and equipped with all of the information we will need coming in by way of stream, and communication of our command structure out into the public.”

James Osteen approached the podium with a few questions. Referring to page 97, it was clear that an amount was scratched out and another number was put in. “That makes me wonder whether someone suggested that they need to put more money in their bid. It gets my attention, when I see something like that. I am not saying that that happened, but it raises some eyebrows.”

Grimm responded, “What happened Mr. Osteen, is that the bid document is somewhat clumsy and a little confusing, not only to the successful bidder, but to others as well. On page 2, in section 3.2, it asked for the base price, and this particular company entered the correct number, originally, then in their confusion, before walking into the building, added a \$200,000.00 allowance, which is added into the bid announcement. If you turn to the next page, and we have an affidavit to support this, from the company that acknowledges their confusion to the bid document itself. In the bid instructions to the bidders, it allows us to correct obvious errors that are made by people in this process, and this is obviously an error. On the third page, is the number that really counts, based upon the directions to the bidders.”

“I think that pretty much explains it.” Mr. Osteen added.

“Up until five minutes before time was called for the bids, many of the contractors sat in the parking lot, still receiving information from their subs and tallying the numbers up before the bid time was called. They were confused as to whether they should add in the \$200,000 allowance. We have checked references on this company and have not found one negative one yet,” Chief Grimm explained.

Mayor Pro-Tem Bell, “Why would this be allowed to be a part of our official presentation? Why wouldn’t someone say, “We can’t accept this, here is a new document, and you need to redo this so that we don’t have lines drawn through these numbers. It looks like it was done haphazardly.”



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Discussion continued as to what it says about the contractors sitting in the parking lot and this was considered concerning. Further explanation suggested that the process needs to be cleaned up somehow, so that the wrong impression is not sent out to prospective vendors.

Mayor Pro-Tem Bell asked the question that a few citizens have asked him and that is why was the Fire Station that was built in Santa Fe, quite a bit less expensive than the one proposing to be built in our city. It was said that the station in Santa Fe was built over twenty years ago, and that the City of La Marque is getting two separate buildings and the City of La Marque is getting much more for the money.

Another question was with the ISO rating, if it was raised from a 3 to a 4 or a 5, what would the new Fire Station do to the citizens in the city? It would provide the overlapping services that currently are not in La Marque and that is why the homeowners' insurance is at the current rate. It was also asked what areas of cost cutting have been taken into consideration.

Chief Grimm provided an overview: Materials that are equal substitutes but are less value, alternative equipment, heating, air conditioning, etc. "I believe that the architect and his team have provided every cost savings that was potentially available to us without effecting or damaging the functionality of the property itself and the internal operations of the property. We have reduced the thickness of cement where possible. There aren't any frills in this building at all. It is a basic, fundamental fire station that will provide a service to the City of La Marque for the next fifty to seventy-five years."

City Manager Carol Buttler added, "I asked he and the architect to go over the plans at the very beginning when getting ready to go out for bid, and they pulled out some of the allowances, rethought the size of the building, materials, how to handle the furniture and parking lot lights, and others as they went back and made more adjustments."

Councilmember Michetich said, "I want to congratulate you on this, Chief, I know this is a big process. I have had the experience of dealing with vendors who present things in the last minute and there is a lot of competition out there. It was difficult to get the responses that we wanted to on these bids. I think you all have done a great job on that. This will positively affect homeowners and all of our insurance rates. The insurance companies look at these ratings. I want to commend you, it is a benefit to us all."

Chief Grimm added, "The first time we went out for bid, we only received one bid. We believed that their bid was competitive, but had nothing to compare that bid to. Calls were made to all of the persons that showed up to the pre-bid meeting, and we received only one bid out of those thirteen. After hearing all of their reasons for not submitted a bid, we were able to answer their questions, and get the five people to submit bids the second time around. It is not uncommon for the vendors to still be getting numbers, up to the very last moment. Some chose not to even come into the bid opening site because they don't feel good about their numbers and will walk away. Others are out there and if it isn't something



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substantial, they will guess and hope that they haven't cut themselves so deeply that they will lose their entire profit."

It was still further discussed that documents should not be accepted in the form with strike through and scratch outs on them. "That causes questions. We don't anyone questioning our integrity as far as our performance in this city", added Mayor Pro-Tem Bell.

Mayor Hocking added, "I think it was ludicrous to have to evacuate to Santa Fe in the middle of a hurricane. It just never made sense to me. I want to be right here where our people are and for that one issue I thank you very much for putting this together."

** Councilmember Lane made a motion to award of a construction contract to Sovereign Builders, Inc., dba Construction LTD for the construction of La Marque Central Fire Station and Fire Administrative Headquarters / Emergency Operations Center for the total base stipulated price in the amount of \$5,065,668.00 plus "Owner's Contingency Fund" in the amount of \$184,332.00

** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**

(10) NEW BUSINESS

a. Discussion/possible action regarding adopting Resolution No. **R-2017-009**, ratifying the City Manager's authorization for the Police Department to make application to the Office of the Governor, Criminal Justice Division for the Special Response Team Project (SRT) overtime and training in the amount of \$40,000.00

** Councilmember Lane made a motion to adopt Resolution No. **R-2017-009**, ratifying the City Manager's authorization for the Police Department to make application to the Office of the Governor, Criminal Justice Division for the Special Response Team Project (SRT) overtime and training in the amount of \$40,000.00.

** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action regarding adopting Resolution No. **R-2017-0010**, denying CenterPoint's Statement of Intent to Increase Rates and Consolidate Divisions

** Councilmember Lane made a motion to adopt Resolution No. R-2017-0010.

** Mayor Pro-Tem seconded. **MOTION CARRIED UNANIMOUSLY**.

c. Discussion/possible action regarding criteria for distributing funds from Southeast Texas Housing Finance Corporation (SETH) to the City of La Marque for revitalization efforts in the amount of \$50,000.00

Mayor Hocking provided a little background, as this being one of the boards that he has sat on for the past years in his capacity as Mayor and a grant was applied for and they simply sent a check to the City for \$50,000.00. "I have some ideas on how to spend this. Maybe to find a veteran



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who has served faithfully in one of the Iraq, middle-eastern wars and has a family and maybe putting that towards or partnering with Habitat for Humanity, towards a project like that.”

Councilmember Michetich said it was a good idea, “It cements our community and it is a sign of respect.”

The criteria further spelled out as a veteran, disabled and single parents, seniors and anyone who is disabled in those categories.

It was the consensus of Council to ask the City Manager to put the criteria together and speak to the other entities and bring back to Council for their approval once the process was further long. It was also discussed, that maybe the Garden Club, Clean City Commission and maybe the Cemetery Board could help with the landscaping to the project.

(11) CITY MANAGER REPORT

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

Mayor Pro-Tem Bell asked the City Manager to put some kind of plan together on paper to outline a plan for recruiting, training and staffing the City’s Telecommunicators.

(12) 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. Section 551.071 (Consultation with Attorney) – Discuss status of case of Billy Bunch vs. City of La Marque et al
- b. Section 551.071 (Consultation with Attorney) – Discuss status of case of James Neal vs. City of La Marque et al



1111 Bayou
La Marque, Texas 77568
409.938.9202

- c. Section 551.072 (Deliberations about Real Property) and Section 551.071 (Consultation with Attorney) – Discuss negotiations involving property proposed for development.

Mayor Hocking closed the Regular Meeting and convened into the Executive Session at 7:19 p.m.

(13) ACTION TAKEN FROM EXECUTIVE SSESSION

Mayor Hocking reconvened into the Regular Meeting at 7:56 p.m.

- a. Discussion/possible action regarding adoption of Ordinance No. **O-2017-008**, approving the exchange of utility easements by and between the City of La Marque and New Hope Bible Church on property owned by New Hope Bible Church at 3801 McKinney Extension as part of settlement of *William and Margaret Bunch v. New Hope Bible Church et al.*, Cause No. 15CC0596, in the 212th District Court of Galveston County, Texas.
 - ** Councilmember Michetich made a motion to adopt Ordinance No. **O-2017-008**, approving the exchange of utility easements by and between the City of La Marque and New Hope Bible Church on property owned by New Hope Bible Church at 3801 McKinney Extension as part of settlement of *William and Margaret Bunch v. New Hope Bible Church et al.*, Cause No. 15CC0596, in the 212th District Court of Galveston County, Texas.
 - ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**
- b. Discussion/possible action approving a settlement agreement for all parties in *James Neal, et al v. City of La Marque, et al*, Cause No. 16-CV-0051, in the 10th District Court of Galveston County, Texas.
 - ** Councilmember Lane made a motion to approve a settlement agreement for all parties in *James Neal, et al v. City of La Marque, et al*, Cause No. 16-CV-0051, in the 10th District Court of Galveston County, Texas.
 - ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**
- c. Discussion/possible action regarding issuing a Special Use Permit to the Texas City Railroad establishing conditions of use on certain tracts of land zoned Light Industrial (I-1) as delineated in legal descriptions.
 - ** Mayor Pro-Tem Bell made a motion to issue a Special Use Permit, also known as a Conditional Use Permit to the Texas City Railway Company establishing conditions on certain tracts of land zoned Light Industrial (I-1) as delineated in legal descriptions.



1111 Bayou
La Marque, Texas 77568
409.938.9202

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

(14) REQUEST AND ANNOUNCEMENTS (this item taken before the Executive Session)

Councilmember Michetich reminded all of Spring Break and that there are many visitors within the city and surrounding areas, and cautioned all to be careful.

Mayor Pro-Tem Bell asked the City Manager to put some kind of plan put together on paper to outline a plan for recruiting, training and staffing the City's Telecommunicators, and maybe include in in the next City Manger's report.

(15) ADJOURNMENT

Mayor Pro-Tem Bell made a motion to adjourn the meeting at 7:59 p.m.

Councilmember Michetich seconded. **MEETING ADJOURNED**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017
Prepared by: Robin Eldridge
Department: City Clerk

Agenda item: 6b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding canceling the Regular City Council meeting of May 8, 2017 and scheduling a Special Called City Council meeting for May 15, 2017.



Attachments for reference

1. Insert from Election Calendar

STAFF BRIEFING:

- The Regular scheduled City Council meeting for the month of May falls on May 8, 2017, this year.
- The City of La Marque's Municipal Election is on Saturday, May 6, 2017.
- The Election Law Calendar specifies that the period for official canvassing of the election is from May 9, 2017 through May 17, 2017.
- May 12, 2017 is the last day for a voter to present ID to the Voter Registrar or execute a required affidavit (for any provisional ballots).
- It is also unknown as to whether there will be any provisional ballots cast in this election until after the early voting ballot board meets on Election Day to count the mail-in ballots, early voting ballots and Election Day ballots.

HISTORY:

- Although the second Saturday in May is the uniform Election Day (2017) for most cities, during legislation, this date could and has changed in the past.
- City Council has the authority to make changes as necessary to THE Regular City Council meeting dates.

TARGET IMPLEMENTATION: April 10, 2017

SIGNIFICANT ACTION DATES:

- **May 6, 2017** – City of La Marque's Municipal Election
- **May 9, 2017 through May 17, 2017** – Period for Official Canvassing of Election
- **May 12, 2017** – Last day for voter to present ID or any other required documentation to Voter Registrar
- **May 15, 2017** – Proposed Special Called Meeting for Canvassing Election and other agenda items



CITY COUNCIL AGENDA FORM

ACTION:

- | | | | |
|-------------------------------------|--|--------------------------|----------------------|
| ☐ | Ordinance | ☐ | Resolution |
| ☐ | Proclamation | ☐ | Special Presentation |
| ☐ | Finance Report | ☐ | Public Hearing |
| ☒ | Cancel/Reschedule City Council Meeting | | |
| ☒ | 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	

STAFF'S RECOMMENDATION: Motion to approve canceling the Regular City Council meeting of May 8, 2017 and scheduling a Special Called City Council meeting for May 15, 2017.

FISCAL IMPACT: NA

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 9- Mon May 15	<i>Period during which early voting ballot board may meet to count ballots received from outside the United States if the early voting clerk certifies that all ballots mailed from outside the United States have been received.</i>	Early Voting Ballot Board	16.74(f)(1)	+3 thru +9
May 9- Wed May 17	PERIOD FOR OFFICIAL CANVASS. Mayor sets exact day and hour. City secretary records results in election register as soon as practicable after canvass. [Canvass may occur before 11 th day only if all FPCA ballots have been received and the EVVB has completed the count of provisional ballots.]	City Council/ City Secretary	9.42(b) 9.44	+3 thru +11
May 9- Wed May 17	<i>Completion before canvass of report of early votes cast for each candidate or measure, by election precinct.</i>	City Secretary	16.87	+3 thru +11
May 9- Wed May 17	AFTER CANVASS, ISSUE CERTIFICATE OF ELECTION. A certificate of election may not be issued in a race if a recount is requested that involves the winning candidate in that race, until the recount is completed.	Mayor	12.23	+3 thru +11
May 9- Tue May 30	Partial manual count of electronically counted ballots if waiver not obtained from secretary of state, must begin not later than 72 hours after polls close and be completed by the +21 st day. +21 st day is Sat, May 27. The date is extended to Tue, May 30 (+24 th day), because Mon, May 29 is Memorial Day.	City Secretary	9.45	+3 thru +21 (+24)
Thur May 11	<i>Last day for receiving a ballot from outside the United States.</i>	City Secretary	16.58(b)	+5
Fri May 12	Last day for provisional voter to present ID to voter registrar or execute required affidavit.	Voter Registrar	16.261(g)	+6
May 12	<i>Early voting ballot board (EVBB) convenes to count early voting ballots received by Fri, May 12, from outside the United States, if the early voting clerk did not certify that all ballots mailed from outside the United States had been received earlier (Provisional ballots may be processed at this time.)</i>	Early Voting Ballot Board	16.74(f)	+6
May 12	Last day for voter registrar to complete the review of provisional ballots.	Voter Registrar	9.41(d)	+6
May 12	Last day for general custodian of election records or presiding judge of the early voting ballot board to retrieve the provisional ballots from the voter registrar unless the voter registrar designates a time on the +7 day.	City Secretary	9.41(d) TAC §81.175 (d)(3)	+6
May 12	Type A elected officials may qualify and assume duties of office [LGC §22.006]. The statute states 5 th day after election, excluding Sundays. The resulting day is the 6 th day after. Officials may not take office until the canvass is complete unless the election was cancelled.	Candidate with City Secretary	12.34	+6
Sun May 14- Mon May 22	ORDERING OF RUNOFF ELECTION, if necessary, not later than 5th day after canvass.	City Council or Mayor ¹¹¹	14.04	+8 thru +16

*An asterisk in Column 5 indicates the time stated is not required by statute.



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Robin Eldridge

Department: City Clerk

Agenda item: 6c

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution No. **R-2017-0011**, amending Resolution No. R-2017-007, ordering the City of La Marque General Election and specifying polling places in the General Election to be held on May 6, 2017.

☒ X

Attachments for reference

1. Amended Resolution
2. Email from Galveston County
3. Revised Notice of Election

STAFF BRIEFING:

- Since the passing of Resolution No. R-2017-007, it was necessary for Galveston County to make some changes on a few of the polling locations.
- This Resolution has been reviewed and approved by the City Attorney.

HISTORY:

- At the March City Council meeting, City Council adopted a resolution ordering the City's Municipal General Election, and the Notice of Election specifying polling locations for both Early Voting and Election Day polling locations.
- It is necessary to make changes to the previously adopted Resolution on a few of the polling locations.
- The changes were: Including Moody Methodist Church, 2803 53rd St., Galveston, TX, 77551 to both the Early Voting and Election Day polling locations list and removing Weis Intermediate as a polling location for Early Voting and Election Day.

TARGET IMPLEMENTATION: April 10, 2017

SIGNIFICANT ACTION DATES:

- **January 9, 2017** – City Council passed Resolution No. **R-2017-001**- Calling for an Election.
 - **January 18, 2017** – First day for filing for a place on the ballot.
 - **February 17, 2017** – Last day of the filing period for a person to file for a place on the ballot.
 - **March 13, 2017** – City Council adopted Resolution No. R-2017-007, ordering the General Election and specifying County-wide polling locations.
 - **March 16, 2017** – Received email from Galveston County with changes to polling locations.
-



CITY COUNCIL AGENDA FORM

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	\$37,000.00
Actual Bid	
Estimated Expenditure	\$7,000.00
Acct. Name	Election Costs
Line Items #	01-4021-07-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2017-0011**, amending Resolution No. R-2017-007, ordering the City of La Marque General Election and specifying polling places in the General Election to be held on May 6, 2017.

FISCAL IMPACT: Monetary cost of Election - Estimate only (based on May 10, 2014 Election) \$7,000.00

RESOLUTION NO. R-2017-0011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING RESOLUTION NO. R-2017-007; ORDERING THE GENERAL ELECTION TO BE HELD ON MAY 6, 2017 ADMINISTERED BY THE GALVESTON COUNTY ELECTIONS ADMINISTRATOR, FOR THE PURPOSE OF ELECTING THE POSITION OF ONE (1) COUNCILMEMBER (DISTRICT “B”) AND ONE COUNCILMEMBER (DISTRICT “D”), TO THE LA MARQUE CITY COUNCIL FOR A TERM OF THREE YEARS; DESIGNATING LOCATIONS OF POLLING PLACES; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION

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

SECTION 1. An election is hereby ordered to be held May 6, 2017, for the purpose of electing one (1) Councilmember from City Council District “B” and one (1) Councilmember from City Council District “D”.

SECTION 2. After receiving notice from Galveston County Elections division, it was necessary to amend Resolution No. R-2017-007, that was adopted by City Council of the City of La Marque on March 13, 2017, due to a few polling location changes. The changes are also reflected in the Notice of Election.

SECTION 3. The following are the updated **EARLY VOTING** polling places where qualified voters shall cast ballots in the 2017 General Municipal Election:

Galveston County Court House (2nd floor)
722 Moody Ave.
Galveston, TX 77550

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

MUD 12 Building (2nd floor)
2929 Highway 6, Ste. 300
Bayou Vista, TX 77563

Hitchcock City Hall
7423 Highway 6
Hitchcock, TX 77563

La Marque Community Center (Room)
1109-B Bayou Road
La Marque, TX 77568

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

COM Fine Arts Foyer
1200 N. Amburn Rd.
Texas City, TX 77591

Dickinson Community Center
2714 Highway 3
Dickinson, TX 77539

Kemah Fire Department
905 Highway 146
Kemah, Texas 77565

The County Justice Center
600 59th Street (2nd floor Conference Room)
Galveston, TX 77551

Page 2, Resolution No. R-2017-0011
Ordering Election

Moody Methodist
2903 53rd
Galveston, Texas 77551

Early Voting begins on Monday, April 24, 2017 through Friday, April 28, 2017. Polls shall be open from 8:00 a.m. until 5:00 p.m. on these Early Voting Days.

Early Voting continues on Monday, May 1, 2017 and Tuesday, May 2, 2017. Polls shall be open from 7:00 p.m. until 7:00 p.m. on these two Early Voting Days.

Galveston County administers the elections, and if registered in Galveston County, you may vote at **ANY** of the polling locations within Galveston County.

Early Voting by mail shall be conducted by the Early Voting Clerk for Galveston County.

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 25, 2017. Applications must be sent to:

Galveston County Elections Administration Office
Attn: Elections Coordinator (Early Voting Clerk)
P.O. Box 17253
Galveston, Texas 77552-4253

SECTION 4. ELECTION DAY voting polling places where qualified voters shall cast ballots in the 2017 General Municipal Election are as follows:

Rebecca Sealy Hospital
404 8th St. (1st Floor)
Galveston, TX 77550

L.A. Morgan Elementary School
1410 37th St.
Galveston, TX 77550

GISD Administration Building (Board Room)
3904 Ave. T @ 39th St.
Galveston, TX 77550

Alamo School
5200 Ave. N ½
Galveston, TX 77550 (please enter on east side of building)

Galveston County Court House (2nd floor)
722 Moody Ave.
Galveston, TX 77550

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

MUD 12 Building (2nd floor)
2929 Highway 6, Ste. 300
Bayou Vista, TX 77563

Kemah Fire Department
905 Highway 146
Kemah, Texas 77565

Page 3, Resolution No. R-2017-0011
Ordering Election

Hitchcock ISD Administration (lunch room)
7801 Neville Rd. Building B
Hitchcock, TX 77563

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

Moody Methodist Church
2803 53rd St.
Galveston, TX 77551

La Marque Community Center (Room)
1109-B Bayou Road
La Marque, TX 77568

Carver Park Community Center
6415 Park Ave.
Texas City, TX 77591

Nessler Center (Surf Room)
2010 5th Ave. North
Texas City, TX 77590

Dickinson City Hall
4403 Highway 3
Dickinson, TX 77539

Dwight Sullivan, County Clerk Galveston County or his designee shall serve as the Presiding Judge of the Central Counting Station.

SECTION 5. The City Clerk is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election. Galveston County Election Officer shall designate the election judges for the election. The election, including providing Notice of Election, (Attached hereto as Exhibit "A"), as shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the City shall be eligible to vote at the election.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Marque on this the _____ day of April, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking
Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Ellis Ortego, City Attorney

Robin Eldridge

From: Crabtree, Wendi <Wendi.Crabtree@co.galveston.tx.us>
Sent: Thursday, March 16, 2017 2:25 PM
To: 'jjohnson@com.edu'; 'athomas@ci.dickinson.tx.us'; 'JWilliams@GalvestonTX.Gov'; 'ldieringer@cityofhitchcock.org'; 'lrushing@ci.jamaicabeach.tx.us'; Robin Eldridge; 'cwenske@baconwallace.com'; 'PCollins@tcisd.org'; 'kristen@srlegal.com'
Cc: Murrie, Ernest; Williams, Susan; Turnbow, Tommy; Eddy, Cindy; Buster, Melvin; Sullivan, Dwight
Subject: Update on Early Voting and Election Day Polling Locations
Attachments: EV LOC.050617.doc; ED LOC.050617.docx

Good Afternoon,

There has been a change to the early voting and election day polling locations. Please make sure that you update these for your notices and anything else pertaining to this election.

As always if there are any questions or concerns that we can help with please do not hesitate to call.

Thank you,

Wendi Crabtree

**Galveston County
County Clerk Elections
Phone 409 766 2218
Fax 409 765 3249**

**CITY OF LA MARQUE
NOTICE OF ELECTION
(AVISO SOBRE ELECCIONES GENERALES)**

To the Registered Voters of the City of La Marque, Texas:
(A los votantes registrados de la Ciudad de La Marque, Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 6, 2017, for voting in a general election to elect a Councilmember for District "B", "D"

(Por medio de la presente se Notifica, que las casillas electorales citados abajo estaran abiertas desde las 7:00 a.m. hasta las 7:00 p.m. el 6 de Mayo, de 2017, para votar en la Eleccion General, para elegir Consejero de el- Distritos "B", "D"

DISTRICT "B"

Chris Lane (Incumbent)
Deanie Barrett

DISTRICT "D"

Casey Mc Auliffe
Greg "Snow King" Cornett
David Pennington

EARLY VOTING begins Monday, April 24, 2017 through Friday, April 28, 2017
(From 8:00 a.m. until 5:00 p.m.)

EARLY VOTING resumes on Monday, May 1, 2017 and Tuesday, May 2, 2017
(From 7:00 a.m. until 7:00 p.m.)

LOCATIONS FOR EARLY VOTING POLLING PLACES;
(UBICACIONES DE LAS CASILLAS ELECTORALES DE VOTACION ADELANTADA;
NOMBRE DEL EDIFICIO Y DIRECCION SER ANUNCIADOS

Galveston County Court House (2nd Floor)
722 Moody Ave.
Galveston, TX 77550

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

Moody Methodist Church
2903 53rd St.
Galveston, TX 77551

MUD 12 Building (2nd Floor)
2929 Highway 6, Ste. 300
Bayou Vista, TX 77563

Hitchcock City Hall
7423 Highway 6
Hitchcock, TX 77563

La Marque Community Center (Room)
1109 B Bayou Rd.
La Marque, TX 77568

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

COM Fine Arts Foyer
1200 N. Amburn Rd
Texas City, TX 77591

Dickinson Community Center
2714 Highway 3
Dickinson, TX 77539

Kemah Fire Department
905 Highway 146
Kemah, TX 77565

Page 2, Notice of Election- (Revised)
May 6, 2017

Galveston County Justice Center
600 59th Street
2nd Floor Conference Room
Galveston, TX 77551

APPLICATIONS FOR BALLOT BY MAIL SHALL BE MAILED TO:
(LAS SOLICITUDES PARA BOLETAS DE VOTACION ADELANTADA POR CORREO
DEBERAN ENVIARSE A)

Galveston County Elections Administration Office
Attn: Elections Coordinator (Early Voting Clerk)
P.O. Box 17253
Galveston, Texas 77552-4253

**APPLICATIONS FOR BALLOT BY MAIL MUST BE RECEIVED NO LATER THAN
THE CLOSE OF BUSINESS ON APRIL 25, 2017.**
(LAS SOLICITUDES PARA BOLETAS DE VOTACION ADELANTADA POR CORREO
DEBERAN RECIBIRSE PARA EL FIN DE LAS HORAS DE NEGOCIO EL: 25 DE ABRIL
2017)

**LOCATIONS OF ELECTION DAY POLLING PLACES AND NAME OF BUILDING
AND ADDRESS**

(LAS UBICACIONES DE LAS CASILLAS ELECTORALES EL DIA DE ELECCIONES;
NOMBRE DEL EDIFICIO Y DIRECCION SER ANUNCIADOS)

Rebecca Sealy Hospital
404 8th St. (1st Floor)
Galveston, TX 77550

L. A. Morgan Elementary School
1410 37th St.
Galveston, TX 77550

GISD Administration Building (Board Room)
3904 Ave. T @ 39th St.
Galveston, TX 77550

Alamo School
5200 Ave. N 1/2
Galveston, TX 77550
(please enter on east side of building)

Galveston County Court House
722 Moody Ave. (2nd Floor)
Galveston, TX 77550

Moody Methodist Church
2803 53rd St.
Galveston, TX 77551

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

MUD 12 Building
2929 Highway 6, Ste. 300
Bayou Vista, TX 77563

Page 3, Notice of Election - (Revised)
May 6, 2017

Hitchcock ISD Administration (lunch room)
7801 Neville Rd., Building B
Hitchcock, TX 77563

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

La Marque Community Center (Room)
1109-B Bayou Road
La Marque, TX 77568

Carver Park Community Center
6415 Park Ave.
Texas City, TX 77591

Nessler Center (Surf Room)
2010 5th Ave. North
Texas City, TX 77590

Dickinson City Hall
4403 Highway 3
Dickinson, TX 77539

Kemah Fire Department
905 Highway 146
Kemah, TX 77565

Issued this 10 day of April, 2017
Emitida este dia 10 de abril, 2017

Signature of Mayor
Firma del Alcalde

Signature of City Clerk
Firma del Secretario Municipal



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Gerald Grimm

Department: Fire

Agenda item: 6d

Reviewed by: Carol Buttler

AGENDA ITEM DISCRIPTION: Discussion/possible action authorizing the Mayor to execute a Standard Agreement for Contracting Services with Sovereign Builders Inc., dba Construction LTD for the construction of La Marque Central Fire Station and Fire Administrative Headquarters / Emergency Operations Center in the amount of \$5,250,000.00 as previously awarded by City Council March 13, 2017.

X

Attach for reference

1. Standard Agreement for Contracting Services
2. City Council Contract Award Certification

STAFF BRIEFING:

- City Council approved the award of construction contract on March 13, 2017, to Construction LTD.
- City Attorney has reviewed and approved the Standard Agreement "As to Form".
- Finance Director has previously reviewed the contract award.

HISTORY:

- **11-02-2016** – Initial Invitation to Bid Published
- **12-07-2016** – A single bid was received and later spoiled
- **01-17-2017** – Second invitation to bid published
- **02-15-2017** – Five bids were received
- **03-13-2017** – City Council approved contract award to Construction LTD

TARGET IMPLEMENTATION: April 11, 2017

SIGNIFICANT ACTION DATES:

03-13-2017 – City Council approved contract award to Construction LTD



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	NA
Actual Bid	See Bid Award
Estimated Expenditure	\$5,250,000.00
Acct. Name(s)	Capital Projects 2016 CO – Fire/EMS
Line Items #	47-7001-06-00-FIREBD-07
Other Funding	NA

STAFF'S RECOMMENDATION: Motion to authorize the Mayor to execute a Standard Agreement for Contracting Services with Sovereign Builders Inc., dba Construction LTD for the construction of La Marque Central Fire Station and Fire Administrative Headquarters / Emergency Operations Center in the amount of \$5,250,000.00 as previously awarded by City Council March 13, 2017.

FISCAL IMPACT: \$5,250,000.00

**CITY OF LA MARQUE
STANDARD CONTRACT AGREEMENT**

THE STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this, the _____ day of April, 2017, by and between the City of La Marque, Texas (hereinafter called the "CITY") acting herein by its City administrator, duly authorized by the City Council of the City of La Marque, Texas and Sovereign Builders, Inc. dba Construction LTD., Houston, Texas (hereinafter called the "CONTRACTOR") acting herein by its duly authorized agent:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

Fire Administrative Headquarters and Central Fire Station Buildings

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Fire Administrative Headquarters and Central Fire Station Buildings
1000 Salt Grass Point Boulevard
La Marque, Texas 77568**

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by Joseph Hoover AIA + Associates Architect. The City Fire Chief or designee is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within 240 Working Days after

**CITY OF LA MARQUE
STANDARD CONTRACT AGREEMENT**

the date when the Contract Time commences to run as provided by the General Conditions.

- 3.2 Final completion of the work shall occur on or before the 60th Working Day following the date of substantial completion as provided for in Article III, Section 3.1, at which time final payment will be made in accordance with the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not substantially completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of **\$5,065,668.00** which is inclusive of the Owner's Allowances in the amount of **\$200,000.00** in addition to the Owner's Contingency Fund in the amount of **\$184,332.00**.
- 5.2 TOTAL AMOUNT OF BID AWARD IS **\$5,250,000.00**, based upon the following breakdown:

**CITY OF LA MARQUE
STANDARD CONTRACT AGREEMENT**

Base Bid, without Allowances:	\$4,865.668.00
Owner's Allowances:	\$200,000.00
Owner's Contingency Fund:	<u>\$184,332.00</u>
Total Amount of Bid Award:	\$5,250,000.00

- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit a Contractor Pay Request in accordance with the General Conditions. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraphs 6.3 below. All such payments shall be measured by the schedule of value established in the RFQ (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements / General Conditions.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; The agreed retainage until Substantial Completions shall be ten percent (10%).
- 6.5 All funds allocated in Owner's Allowances and Owner's Contingency Fund not designated by the Owner for expenditure at the time of Final Completion shall be retained by the City.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the

**CITY OF LA MARQUE
STANDARD CONTRACT AGREEMENT**

law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda, if any) and other related data identified in the Bid Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited or had the opportunity to visit the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data of the building are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.
- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

**CITY OF LA MARQUE
STANDARD CONTRACT AGREEMENT**

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of the following:

- 9.1 The City's Request for Quotes (RFQ)
- 9.2 Standard Agreement for Contracting Services (this agreement, pages 1 through 8 INCLUSIVE).
- 9.3 Certificates of Insurance, included herein.
- 9.4 Document 00470 - Performance Bond, included herein.
- 9.5 Payment Bond, included herein.
- 9.6 Document 00500 – General Conditions.
- 9.7 Addenda as may be issued, included herein.
- 9.9 Any modification, including Change Orders, duly delivered after Execution of the Agreement.
- 9.10 Document 00990—Waiver of Lien

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**CITY OF LA MARQUE
STANDARD CONTRACT AGREEMENT**

10.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

10.5 Other Provisions – None.

ARTICLE XI: ADDRESSES FOR GIVING NOTICES

11.1 The City:

City of La Marque
Attn: Fire Chief Gerald Grimm
1109-A Bayou Road
La Marque, Texas 77568

11.2 The Contractor:

Sovereign Builders, Inc., dba Construction LTD
1825 Upland Drive
Houston, Texas 77043

ARTICLE XII: VENUE

12.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in GALVESTON County, Texas.

**CITY OF LA MARQUE
STANDARD CONTRACT AGREEMENT**

EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of the Contractor and on behalf of the City by their duly authorized individuals on this _____ day of _____ 2017.

ACCEPTED:

CITY:

CITY OF LA MARQUE, TEXAS

BY: _____

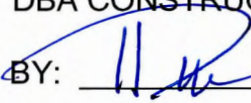
BOBBY HOCKING, MAYOR

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

SOVEREIGN BUILDERS, INC.,
DBA CONSTRUCTION LTD

BY:  _____

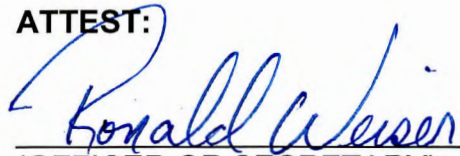
NAME: TIM DIXON

DATE: 3/27/2017

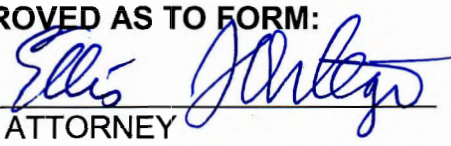
ATTEST:

CITY CLERK

ATTEST:


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:


CITY ATTORNEY

CITY COUNCIL CONTRACT AWARD

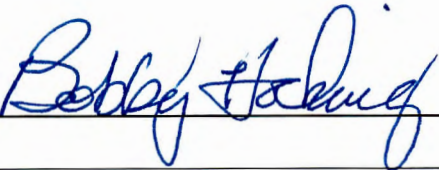
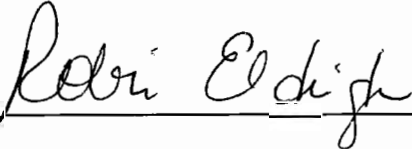
The City of La Marque City Council awarded a construction contract on March 13, 2017, to Sovereign Builders, Inc., dba Construction LTD for the construction of La Marque Central Fire Station and Fire Administrative Headquarters / Emergency Operations Center for the total base stipulated price in the amount of \$5,065,668.00 plus the "Owner's Contingency Fund" in the amount of \$184,332.00.

Councilmember Chris Lane made the motion to award the construction contract and Councilmember Keith Bell seconded the motion.

Ayes: Chris Lane, Keith Bell, Robert Michetich, Clent Brown and Bobby Hocking

Nays: None

MOTION PASSED UNANIMOUSLY.

City of La Marque	Witness Signature
x 	x 
<u>Printed</u> <u>Name:</u> Bobby Hocking <u>Title:</u> Mayor	<u>Printed</u> <u>Name:</u> Robin Eldridge <u>Title:</u> City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Amanda Hobby

Department: Public Services

Agenda item: 6e

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding ratifying the City Manager's authorization of a Change Order in the amount of \$34,209.60 for the capital City-wide Street Improvement Project, previously awarded to Galveston County.

X

Attach for reference:

1. Interlocal County Agreement
2. Invoice from County of Galveston Road and Bridge

STAFF BRIEFING:

- Council approved a capital City-wide Street Improvement Project (SIP), funded from the 2005 Bond funds.
- The original **estimate** provided by Galveston County for the project was \$345,841.59.
- After completion, the invoice totaled \$380,051.19.
- The increase was due to additional base material required for Lawndale & Maxwell Streets, and an additional 2,000' extension of the project on MLK Street, which was added after the initial request.
- As the MLK extension was requested in the closing days of the overall project, the City Manager gave verbal approval authorizing Galveston County to complete the project.
- Due to the work schedule of the Galveston County Road and Bridge Department, work in the City of La Marque required completion prior to submitting to City Council.
- The City Finance Director has reviewed the additional costs.

HISTORY:

- The County Interlocal Agreement was reviewed by the City Attorney prior to Council approval.
- The Finance Director reviewed and approved availability of funds prior to Council approval.
- Galveston County's scope of work was estimated at \$345,841.59.
- A 10% contingency was included in the request to Council for approval, bringing the estimated expenditure to \$380,425.75.
- On July 28, 2016, City Council authorized the Mayor to enter into an Interlocal Agreement between the City of La Marque and Galveston County establishing the scope and terms of the County's participating in the 2015-2016 La Marque Street Project.
- Project commenced September, 2016 and was completed January, 2017.

TARGET IMPLEMENTATION: April 10, 2017

SIGNIFICANT ACTION DATES:



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	\$345,841.59
Actual Expenditure	\$380,051.19
Estimated Expenditure	\$345,841.59
Acct. Name(s)	Street Imp. Project-MLK Street Imp. Project-Labor & Equipment
Line Items #	45-7124-12-00-MLK 45-7126-12-00
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to ratify the City Manager's authorization of a Change Order in the amount of \$34,209.60 for the capital City-wide Street Improvement Project, previously awarded to Galveston County.

FISCAL IMPACT: \$34,209.60 of the \$34,584.00 Contingency



The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bollivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

INVOICE

February 14, 2017

Bobby Hocking
Mayor of City of LaMarque
111 Bayou Road
LaMarque, TX 77568

RE: Invoice for FY17 LaMarque Interlocal Agreement.

Dear Mayor Hocking,

The following is the invoice for the reclaiming of existing base in-place and providing hot mix paving within the City of LaMarque.

Material Cost

Crushed Concrete	\$ 7,122.83
Prime (SS1)	\$ 3546.45
Tack (CRS2)	\$ 5631.40
Hot Mix Asphalt Concrete	\$ 261,671.89

Material Total	\$ 277,972.57
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<u>Labor and Equipment</u>	\$102,078.62
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<u>Total</u>	\$ 380,051.19
---------------------	----------------------

Thank you,

A blue ink signature of Lee Crowder.

Lee Crowder
Director
Galveston County Road and Bridge

CC: Les Rumburg

LaMarque Interlocal Road Costs

N. Campus Heights

Asphalt	380.52	\$	62.75	\$	23,877.63
SS1	180	\$	1.85	\$	333.00
CRS2	140	\$	1.85	\$	259.00
				\$	24,469.63

Volney

Asphalt	364.15	\$	62.75	\$	22,850.41
SS1	165	\$	1.85	\$	305.25
CRS2	400	\$	1.85	\$	740.00
				\$	23,895.66

Dalian

Asphalt	370.38	\$	62.75	\$	23,241.35
SS1	201	\$	1.85	\$	371.85
CRS2	213	\$	1.85	\$	394.05
				\$	24,007.25

Maxwell

Asphalt	513	\$	62.75	\$	32,190.75
SS1	196	\$	1.85	\$	362.60
CRS2	700	\$	1.85	\$	1,295.00
				\$	33,848.35

Banana

Asphalt	280.89	\$	62.75	\$	17,625.85
SS1	0	\$	1.85	\$	-
CRS2	163	\$	1.85	\$	301.55
				\$	17,927.40

MLK

Asphalt	817.84	\$	62.75	\$	51,319.46
Additional Asphalt	305	\$	62.75	\$	19,138.75
SS1	509	\$	1.85	\$	941.65
CRS2	603	\$	1.85	\$	1,115.55
				\$	53,376.66

Partridge

Asphalt	372.96	\$	62.75	\$	23,403.24
SS1	144	\$	1.85	\$	266.40
CRS2	175	\$	1.85	\$	323.75
				\$	23,993.39

Fleming

Asphalt	372.71	\$	62.75	\$	23,387.55
SS1	250	\$	1.85	\$	462.50
CRS2	400	\$	1.85	\$	740.00
				\$	24,590.05

Cedar

Asphalt	93.07	\$	62.75	\$	5,840.14
SS1	76	\$	1.85	\$	140.60
CRS2	50	\$	1.85	\$	92.50
				\$	6,073.24

Lawndale

Asphalt	299.55	\$	62.75	\$	18,796.76
SS1	196	\$	1.85	\$	362.60
CRS2	200	\$	1.85	\$	370.00
Crushed Limestone	298.03	\$	23.90	\$	7,122.83
				\$	26,652.19

Asphalt Total	3865.07	\$	261,671.89
SS1 Total 1521	1917	\$	3,546.45
CRS 2 Total 3050	3044	\$	5,631.40
Crushed Limestone	298.03	\$	7,122.83
Grand Total	8826.07	\$	277,972.57

Materials	Cost	Tons
Crushed Concrete	\$ 7,122.83	298.03
SS 1	\$ 3,546.45	1917
CRS 2	\$ 5,631.40	3044
Asphalt	\$ 261,671.89	4170.07
Material Total	\$ 277,972.57	
Labor & Equipment	\$ 102,078.62	
Total	\$ 380,051.19	

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**Interlocal Contract by and between
the City of La Marque and the County of Galveston**

L. Parties

This Interlocal Contract (Agreement) is entered into by and between the City of La Marque, Texas (City), and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

Whereas, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments for the provision of governmental functions or services;

Whereas, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act;

Whereas, the functions and services contemplated herein are governmental functions or services within the meaning of the Interlocal Cooperation Act;

Whereas, this Agreement is entered into in accordance with the Interlocal Cooperation Act;

Whereas, specified streets within the City of La Marque are in need of base repair and hot mix asphalt overlay;

Whereas, the location of the specified streets are within the jurisdictional limits of the City of La Marque;

Whereas, the City of La Marque has specified the work to be done and the types materials to be used on the various streets:

Whereas, County of Galveston is willing to perform the work upon the terms and conditions stated in this Agreement; and

Whereas, each Party to this Agreement wishes to enter into this Agreement to conduct the repairs specified herein.

Now, Therefore, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

III. Terms

1. **Recitals True.** Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitations of fact, but are also contractual terms of this Agreement.
2. **Scope/Duties/Costs.**
 - a. **Description/Location.**

The Project is the reclaiming of existing base in-place and providing hot mix paving on the city streets specified in Exhibit A, and the Project is further described within Exhibit A. Exhibit A is incorporated into this Agreement for all purposes.
 - b. **Costs and Services.**

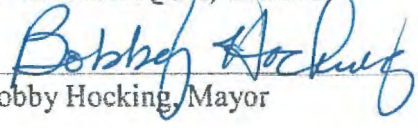
The County shall provide the materials, labor and equipment to repair the city roads listed in Exhibit A. The cost of repairs of for all roads listed in Exhibit A totals \$345,841.59. Upon completion of the Project, the County shall invoice the City for the County's expenses in conducting the Project and the City shall pay the County for the County's costs in conducting the Project; payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code.
3. **Payments are from current revenues.** Each Party hereunder agrees that it shall make its' payments from current revenues available to the paying Party.
4. **No Third Party Beneficiary.** This Agreement inures only to the benefit of the County, and the City. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.
5. **Entirety of Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.
6. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any action arising from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.
7. **Authority to Bind.**

- a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
 - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
8. **Immunity Retained.** No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
9. **Severability.** If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
10. **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts, each of which shall be deemed to be an original, to be Effective upon full execution and with the date of the Party that is executing last in time:

CITY OF LA MARQUE, TEXAS,

By:


Bobby Hocking, Mayor

7.28.2016
Date Signed

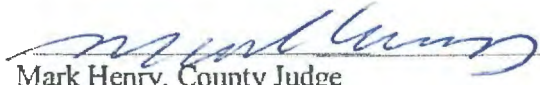
ATTEST:

By:


Robin Eldridge, TRMC, City Clerk

COUNTY OF GALVESTON, TEXAS,

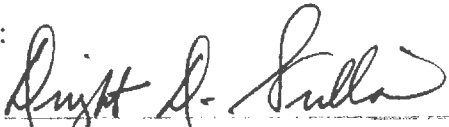
By:


Mark Henry, County Judge

8/18/2016
Date Signed

ATTEST:

By:


Dwight D. Sullivan, County Clerk

****Exhibit A begins following this Page****

State of Texas

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County of Galveston

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**Resolution of the Galveston County Commissioners Court
Approving Road Project in accordance with the Interlocal Cooperation Act
(Tex. Gov't Code § 791.014)**

On this, the 18th day of August, 2016, the Commissioners Court of Galveston County, Texas convened in a **Special Meeting** with the following members present:

Mark Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, the County of Galveston is authorized to enter into agreements with other local governments in accordance with the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Local Government Code;

Whereas, the City of La Marque, Texas (City) has requested assistance in the repair of specified city streets, including a reclaiming existing base in-place and providing hot mix paving on the city streets;

Whereas, the location of the repairs are located wholly within the incorporated areas of the City and the specified streets are Lawndale, Cedar, Fleming, Partridge, Martin L. King, Banana, Maxwell, Dalian, Volney, and North Campus Heights;

Whereas, conducting the repair involves work to be performed by the County;

Whereas, the Commissioners Court wishes to work cooperatively with the City to perform the repair and thus wishes to enter into a contract in conformance with requirements of the Interlocal Cooperation Act;

Whereas, the City, and the County are each a local government within the meaning of the Interlocal Cooperation Act and the requested assistance constitutes governmental functions and services within the meaning of the Interlocal Cooperation Act;

Whereas, in accordance with Section 791.014 of the Texas Government Code, before beginning a project to construct, improve, or repair a building, road, or other facility under the Interlocal Cooperation Act, the Commissioners Court must give specific written approval for the project in a document other than the interlocal contract;

Whereas, the instant project involves the repair of various roads; and

Whereas, the Commissioners Court issues this resolution in compliance with the requirements of the Interlocal Cooperation Act.

Now Therefore, it is hereby RESOLVED, by the Commissioners Court of Galveston County, Texas, that:

- 1.) The Commissioners Court hereby **APPROVES** the project, which such location and description is stated in the findings above and within the Interlocal Contract, including without limitation Exhibit A of said Interlocal Contract;
- 2.) The Commissioners Court hereby **APPROVES** the Interlocal Contract that is attached hereto and **AUTHORIZES** the County Judge to execute said Interlocal Contract on behalf of the Commissioners Court; and
- 3.) The Commissioners Court hereby **AUTHORIZES** the County Judge to execute this **RESOLUTION** on behalf of the Commissioners Court.

Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 18th day of August, 2016.

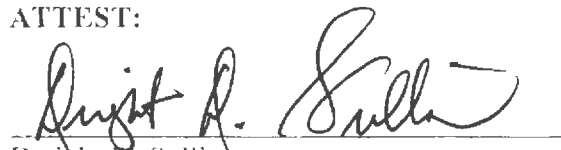
COUNTY OF GALVESTON, TEXAS,

By:



Mark Henry, County Judge

ATTEST:



Dwight D. Sullivan,
County Clerk of Galveston County, Texas

State of Texas

§

§

County of Galveston

§

**Interlocal Contract by and between
the City of La Marque and the County of Galveston**

I. Parties

This Interlocal Contract (Agreement) is entered into by and between the City of La Marque, Texas (City), and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

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Whereas, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act;

Whereas, the functions and services contemplated herein are governmental functions or services within the meaning of the Interlocal Cooperation Act;

Whereas, this Agreement is entered into in accordance with the Interlocal Cooperation Act;

Whereas, specified streets within the City of La Marque are in need of base repair and hot mix asphalt overlay;

Whereas, the location of the specified streets are within the jurisdictional limits of the City of La Marque;

Whereas, the City of La Marque has specified the work to be done and the types materials to be used on the various streets;

Whereas, County of Galveston is willing to perform the work upon the terms and conditions stated in this Agreement; and

Whereas, each Party to this Agreement wishes to enter into this Agreement to conduct the repairs specified herein.

Now, Therefore, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

III. Terms

1. **Recitals True.** Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitations of fact, but are also contractual terms of this Agreement.

2. **Scope/Duties/Costs.**

- a. **Description/Location.**

The Project is the reclaiming of existing base in-place and providing hot mix paving on the city streets specified in Exhibit A, and the Project is further described within Exhibit A. Exhibit A is incorporated into this Agreement for all purposes.

- b. **Costs and Services.**

The County shall provide the materials, labor and equipment to repair the city roads listed in Exhibit A. The cost of repairs of for all roads listed in Exhibit A totals \$345,841.59. Upon completion of the Project, the County shall invoice the City for the County's expenses in conducting the Project and the City shall pay the County for the County's costs in conducting the Project; payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code.

3. **Payments are from current revenues.** Each Party hereunder agrees that it shall make its' payments from current revenues available to the paying Party.

4. **No Third Party Beneficiary.** This Agreement inures only to the benefit of the County, and the City. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

5. **Entirety of Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

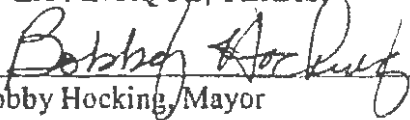
6. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any action arising from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.

7. **Authority to Bind.**

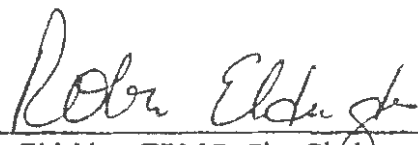
- a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
 - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
8. **Immunity Retained.** No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
9. **Severability.** If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
10. **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts, each of which shall be deemed to be an original, to be Effective upon full execution and with the date of the Party that is executing last in time:

CITY OF LA MARQUE, TEXAS,

By: 
Bobby Hocking, Mayor

7.28.2016
Date Signed

ATTEST:
By: 
Robin Eldridge, TRMC, City Clerk

COUNTY OF GALVESTON, TEXAS,

By: 
Mark Henry, County Judge

8/18/2016
Date Signed

ATTEST:
By: 
Dwight D. Sullivan, County Clerk

****Exhibit A begins following this Page****

State of Texas

§

County of Galveston

§

§

**Resolution of the Galveston County Commissioners Court
Approving Road Project in accordance with the Interlocal Cooperation Act
(Tex. Gov't Code § 791.014)**

On this, the 18th day of August, 2016, the Commissioners Court of Galveston County, Texas convened in a **Special Meeting** with the following members present:

Mark Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, the County of Galveston is authorized to enter into agreements with other local governments in accordance with the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Local Government Code;

Whereas, the City of La Marque, Texas (City) has requested assistance in the repair of specified city streets, including a reclaiming existing base in-place and providing hot mix paving on the city streets;

Whereas, the location of the repairs are located wholly within the incorporated areas of the City and the specified streets are Lawndale, Cedar, Fleming, Partridge, Martin L. King, Banana, Maxwell, Dalian, Volney, and North Campus Heights;

Whereas, conducting the repair involves work to be performed by the County;

Whereas, the Commissioners Court wishes to work cooperatively with the City to perform the repair and thus wishes to enter into a contract in conformance with requirements of the Interlocal Cooperation Act;

Whereas, the City, and the County are each a local government within the meaning of the Interlocal Cooperation Act and the requested assistance constitutes governmental functions and services within the meaning of the Interlocal Cooperation Act;

Whereas, in accordance with Section 791.014 of the Texas Government Code, before beginning a project to construct, improve, or repair a building, road, or other facility under the Interlocal Cooperation Act, the Commissioners Court must give specific written approval for the project in a document other than the interlocal contract;

Whereas, the instant project involves the repair of various roads; and

Whereas, the Commissioners Court issues this resolution in compliance with the requirements of the Interlocal Cooperation Act.

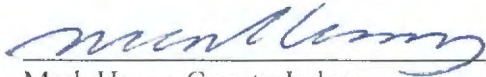
Now Therefore, it is hereby RESOLVED, by the Commissioners Court of Galveston County, Texas, that:

- 1.) The Commissioners Court hereby **APPROVES** the project, which such location and description is stated in the findings above and within the Interlocal Contract, including without limitation Exhibit A of said Interlocal Contract;
- 2.) The Commissioners Court hereby **APPROVES** the Interlocal Contract that is attached hereto and **AUTHORIZES** the County Judge to execute said Interlocal Contract on behalf of the Commissioners Court; and
- 3.) The Commissioners Court hereby **AUTHORIZES** the County Judge to execute this **RESOLUTION** on behalf of the Commissioners Court.

Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 18th day of August, 2016.

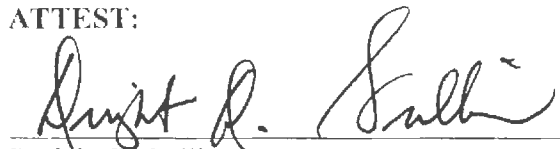
COUNTY OF GALVESTON, TEXAS,

By:



Mark Henry, County Judge

ATTEST:



Dwight D. Sullivan,

County Clerk of Galveston County, Texas

LaMarque

Street	Length	Width	Sq. Yds	Base	Sturry	S.C	HMAC	Materials	Labor	Equipment	TOTAL	COST/LF	COST/SY	COST/SF	COMMENTS
N Campus Heights	370	78	1,151	\$ -	\$ 4,141.41	\$ 769.26	\$ 5,945.94	\$ 5,946							
N Campus Heights	740	38	2,302	\$ -	\$ 8,242.82	\$ 1,538.51	\$ 11,891.87	\$ 11,892							
N Campus Heights	-	75	191	\$ -	\$ 1,765.15	\$ 327.87	\$ 2,550.94	\$ 2,551							
N Campus Heights	-	75	491	\$ -	\$ 1,765.15	\$ 327.97	\$ 2,550.94	\$ 2,551							
	1,110		4,435		\$ 15,954.52	\$ 2,963.52	\$ 22,939.70	\$ 22,940	\$ 6,416.30	\$ 4,589.00	\$ 33,945.00	\$ 30.58	\$ 7.65	\$ 1.09	Reclaim, 1.5" HMAC
Volney	1,360	22	3,324	\$ -	\$ 11,960.52	\$ 2,221.64	\$ 17,172.05	\$ 17,172							
Volney	420	22	1,027	\$ -	\$ 3,693.69	\$ 686.10	\$ 7,012.66	\$ 7,013							
	1,780		4,351		\$ 15,654.21	\$ 2,907.74	\$ 24,184.71	\$ 24,185	\$ 4,660.00	\$ 3,386.00	\$ 32,230.71	\$ 18.11	\$ 7.41	\$ 0.82	Reclaim, 2" HMAC
Dallan	1,850	24	4,933	\$ -	\$ 17,748.90	\$ 3,296.82	\$ 25,482.58	\$ 25,483							
	1,850		4,933	\$ -	\$ 17,748.90	\$ 3,296.82	\$ 25,482.58	\$ 25,483	\$ 4,660.00	\$ 3,386.00	\$ 33,528.58	\$ 18.12	\$ 6.80	\$ 0.76	Reclaim, 1.5" HMAC
Maxwell	2,100	20	4,667	\$ -	\$ 16,789.50	\$ 3,118.62	\$ 31,875.73	\$ 31,876							
	2,100		4,667	\$ -	\$ 16,789.50	\$ 3,118.62	\$ 31,875.73	\$ 31,876	\$ 6,416.30	\$ 4,589.00	\$ 42,881.03	\$ 20.42	\$ 9.19	\$ 0.73	Reclaim, 2" HMAC
Banana	1,400	24	3,733	\$ -	\$ 13,431.60	\$ 7,653.33	\$ 19,284.12	\$ 19,284							
	1,400		3,733		\$ 13,431.60	\$ 7,653.33	\$ 19,284.12	\$ 19,284	\$ 2,333.20	\$ 1,426.00	\$ 23,043.32	\$ 16.46	\$ 6.17	\$ 0.59	1.5" HMAC Only
Martin L King	1,048	20	2,329	\$ -	\$ 8,378.76	\$ 1,556.34	\$ 12,029.62	\$ 12,030							
Martin L King	2,575	20	5,722	\$ -	\$ 20,587.13	\$ 3,824.02	\$ 29,557.50	\$ 29,558							
	3,623		8,051		\$ 28,965.89	\$ 5,380.36	\$ 41,587.12	\$ 41,587	\$ 5,833.00	\$ 4,411.50	\$ 51,831.62	\$ 14.31	\$ 6.44	\$ 0.51	Reclaim, 1.5" HMAC
Partridge	1,400	20	3,112	\$ -	\$ 11,193.00	\$ 2,079.08	\$ 16,070.10	\$ 16,070							
Partridge	400	20	889	\$ -	\$ 3,198.00	\$ 594.02	\$ 4,591.46	\$ 4,591							
	1,800		4,000		\$ 14,391.00	\$ 2,673.10	\$ 20,661.55	\$ 20,662	\$ 4,898.70	\$ 3,653.00	\$ 29,213.25	\$ 16.23	\$ 7.30	\$ 0.58	Reclaim, 1.5" HMAC
Fleming	950	20	2,111		\$ 7,595.25	\$ 1,410.80	\$ 10,904.71	\$ 10,905							
	1,161	20	2,580		\$ 9,282.20	\$ 1,724.15	\$ 17,622.73	\$ 17,623							
	2,211		4,691		\$ 16,877.45	\$ 3,134.95	\$ 28,527.43	\$ 28,527	\$ 12,274.80	\$ 10,491.00	\$ 51,293.23	\$ 24.30	\$ 10.93	\$ 1.21	Reclaim, 1.5" HMAC
Cedar	365	40	1,622		\$ 5,836.35	\$ 1,084.09	\$ 8,379.41	\$ 8,379							
	365		1,622		\$ 5,836.35	\$ 1,084.09	\$ 8,379.41	\$ 8,379	\$ 4,048.62	\$ 4,411.50	\$ 16,839.53	\$ 46.14	\$ 10.38	\$ 1.15	Reclaim, 1.5" HMAC
Lowndale	1,513	24	4,035		\$ 14,515.72	\$ 2,696.27	\$ 20,840.62	\$ 20,841							
	1,513		4,035		\$ 14,515.72	\$ 2,696.27	\$ 20,840.62	\$ 20,841	\$ 5,637.20	\$ 4,557.50	\$ 31,035.32	\$ 20.51	\$ 7.69	\$ 0.85	Reclaim, 1.5" HMAC
	17,652	30	44,518	\$ -	\$ 160,165.13	\$ 34,908.80	\$ 243,762.97	\$ 243,762.97	\$ 57,178.12	\$ 44,900.50	\$ 345,841.59	\$ 22.52	\$ 8.03	\$ 0.83	

\$ 438,836.90 Estimated Cost for County typical Scope of Work

\$ 345,841.59 LaMarque's Cost for City's Scope of Work

LaMarque

Street	Length	Width	Sq. Yds	Bas Slur S.C	HMAC	Materials	Labor	Equipment	TOTAL	COST/LF	COST/SF	COMMENTS
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N Campus Heights	740	28	2,302		\$ 11,891.87	\$ 11,892						
N Campus Heights	-	75	491		\$ 2,550.94	\$ 2,551						
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	1,110		4,435		\$ 22,939.70	\$ 22,940	\$ 6,416.30	\$ 4,589.00	\$ 33,945.00	\$ 30.58	\$ 1.09	Reclaim, 1.5" HMAC
Volney	1,360	22	3,324		\$ 17,172.05	\$ 17,172						
Volney	420	22	1,027		\$ 7,012.66	\$ 7,013						
	1,780		4,351		\$ 24,184.71	\$ 24,185	\$ 4,660.00	\$ 3,386.00	\$ 32,230.71	\$ 18.11	\$ 0.82	Reclaim, 2" HMAC
Dalian	1,850	24	4,933		\$ 25,482.58	\$ 25,483						
	1,850		4,933		\$ 25,482.58	\$ 25,483	\$ 4,660.00	\$ 3,386.00	\$ 33,528.58	\$ 18.12	\$ 0.76	Reclaim, 1.5" HMAC
Maxwell	2,100	20	4,667		\$ 31,875.73	\$ 31,876						
	2,100		4,667		\$ 31,875.73	\$ 31,876	\$ 6,416.30	\$ 4,589.00	\$ 42,881.03	\$ 20.42	\$ 0.73	Reclaim, 2" HMAC
Banana	1,400	24	3,733		\$ 19,284.12	\$ 19,284						
	1,400		3,733		\$ 19,284.12	\$ 19,284	\$ 2,333.20	\$ 1,426.00	\$ 23,043.32	\$ 16.46	\$ 0.59	1.5" HMAC Only
Martin L King	1,048	20	2,329		\$ 12,029.62	\$ 12,030						
Martin L King	2,575	20	5,722		\$ 29,557.50	\$ 29,558						
	3,623		8,051		\$ 41,587.12	\$ 41,587	\$ 5,833.00	\$ 4,411.50	\$ 51,831.62	\$ 14.31	\$ 0.51	Reclaim, 1.5" HMAC
Partridge	1,400	20	3,111		\$ 16,070.10	\$ 16,070						
Partridge	400	20	889		\$ 4,591.46	\$ 4,591						
	1,800		4,000		\$ 20,661.55	\$ 20,662	\$ 4,898.70	\$ 3,653.00	\$ 29,213.25	\$ 16.23	\$ 0.58	Reclaim, 1.5" HMAC
Fleming	950	20	2,111		\$ 10,904.71	\$ 10,905						
	1,161	20	2,580		\$ 17,622.73	\$ 17,623						
	2,111		4,691		\$ 28,527.43	\$ 28,527	\$ 12,274.80	\$ 10,491.00	\$ 51,293.23	\$ 24.30	\$ 1.21	Reclaim, 1.5" HMAC
Cedar	365	40	1,622		\$ 8,379.41	\$ 8,379						
	365		1,622		\$ 8,379.41	\$ 8,379	\$ 4,048.62	\$ 4,411.50	\$ 16,839.53	\$ 46.14	\$ 1.15	Reclaim, 1.5" HMAC
Lawndale	1,513	24	4,035		\$ 20,840.62	\$ 20,841						
	1,513		4,035		\$ 20,840.62	\$ 20,841	\$ 5,637.20	\$ 4,557.50	\$ 31,035.32	\$ 20.51	\$ 0.85	Reclaim, 1.5" HMAC
	17,652	30	44,518		\$ 243,762.97	\$ 243,762.97	\$ 57,178.12	\$ 44,900.50	\$ 345,841.59	\$ 22.52	\$ 0.83	

\$ 345,841.59 LaMarque's Cost for City's Scope of Work



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Carol Buttler

Department: Administration

Agenda item: 7&8a

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: AFTER CONDUCTING A PUBLIC HEARING TO hear public input: Discussion/possible action regarding adopting Ordinance No. **O-2017-008** approving the exchange of utility easements by and between the City of La Marque and New Hope Bible Church on property owned by New Hope Bible Church at 3801 McKinney Extension as part of settlement of *William and Margaret Bunch v. New Hope Bible Church et al.*, Cause No. 15CC0596, in the 212th District Court of Galveston County, Texas **THIS IS THE SECOND AND FINAL READING**

☒ X

Attach for reference

1. Ordinance

STAFF BRIEFING:

- Due to City Charter requirements, this ordinance still requires a second reading although a settlement to a lawsuit.
- Special Legal Counsel provided ordinance and motion verbiage.

HISTORY:

TARGET IMPLEMENTATION: April 14, 2017

SIGNIFICANT ACTION DATES:

March 13, 2017 – City Council adopted ordinance on the First Reading

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 adopt Ordinance No. **O-2017-008** approving the exchange of utility easements by and between the City of La Marque and New Hope Bible Church on property owned by New Hope Bible Church at 3801 McKinney Extension as part of settlement of *William and Margaret Bunch v. New Hope Bible Church et al.*, Cause No. 15CC0596, in the 212th District Court of Galveston County, Texas **THIS IS THE SECOND AND FINAL READING**



CITY COUNCIL AGENDA FORM

FISCAL IMPACT: Attorney fees for Special Legal Counsel

ORDINANCE NO. O-2017-008

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
APPROVING AN EXCHANGE OF EASEMENTS FOR 3801 MCKINNEY EXTENSION.**

WHEREAS, Chapter 272 of the Texas Local Government Code provides that land or a real property interest owned by a political subdivision and originally acquired for easements may be exchanged for other land to be used for streets, rights-of-way, easements, or other public purposes with an abutting property owner who owns the underlying fee simple; and

WHEREAS, the City of La Marque, Texas (the “City”) owns an easement across 3801 McKinney Extension owned by New Hope Bible Church that was originally acquired for an easement; and

WHEREAS, the City desires to exchange the existing easement for a similar easement on the same property; **NOW, THEREFORE**

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

SECTION 1. That the City Manager is authorized and directed to execute the “Exchange Easement” attached hereto as Exhibit A, as part of the settlement of *William and Margaret Bunch v. New Hope Bible Church et al.*, Cause No. 15CV0596, in the 212th District Court of Galveston County, Texas.

PASSED AND APPROVED by the City Council of the City of La Marque on the First reading this the **13th** day of **March**, 2017.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on the Second and Final reading this the ____ day of _____, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking
Mayor

ATTEST:

APPROVED AS TO FORM:

Robin Eldridge, TRMC
City Clerk

Ellis Ortego
City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017
Prepared by: Les Rumburg
Department: Development Services

Agenda item: 7&8b
Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: AFTER CONDUCTING A PUBLIC HEARING to hear public input: Discussion/possible action regarding the approval of the Final Plat for Landing at Delany Cove Section 6, a subdivision of 11.849 acres located in S.F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas, and allowing a variance to Code Section 41-107 (e), for the dimension of the lots to be reduced from 60'X120' to 50'X120' in size. **DENIED BY CITY COUNCIL AT THE MEETING HELD ON FEBRUARY 13, 2017.**



Attachments for reference

1. Final Plat
2. City Council Minutes for February 13, 2017
3. Planning and Zoning Minutes for December 13, 2016
4. Planning and Zoning Minutes for October 11, 2016
5. Recommendation letter from Planning & Zoning Commission

STAFF BRIEFING:

- City Council denied this submittal at their regular February meeting for reasons staff believes have been resolved.
- The Planning and Zoning Commission discussed the Final Plat with variance request at the regular meeting of December 13, 2016.
- The Planning and Zoning Commission discussed the Preliminary Plat with variance request to the lots sizes on October 11, 2016.
- The Commission voted to forward the items to City Council with a favorable recommendation for the subdivision and the variance.

HISTORY:

- **December 13, 2016** – Planning and Zoning Commission held a regular meeting and recommended approval to City Council for the Final Plat of Landing at Delany Cove Section 6.
- **October 11, 2016** – Planning and Zoning Commission held a regular meeting and recommended approval to City Council for the Preliminary Plat of Landing at Delany Cove Section 6, and a variance to the lot sizes.

TARGET IMPLEMENTATION: April 11, 2017

SIGNIFICANT ACTION DATES:

- **February 13, 2017** – At Regular meeting, City Council denied this item.
- **December 28, 2016** - Planning and Zoning voted to recommend approval of the Preliminary Plat on October 11, 2016.



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☒ Public Hearing |
| ☒ Other- Approval of Final Plat | |
| ☒ 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 Final Plat of Landing at Delany Cove Section 6, a subdivision of 11.849 acres located in S.F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas, as recommended by the Planning and Zoning Commission allowing a variance to Code Section 41-107 (e), for the dimension of the lots to be reduced from 60'X120' to 50'X120' in size.

FISCAL IMPACT: None at this time



1111 Bayou
La Marque, Texas 77568
409 938 9202

**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
FEBRUARY 13, 2017**

Regular Meeting Minutes of the City of La Marque City Council held on Monday, February 13, 2017, beginning at 6:00 p.m. at 1109-B Bayou Road with the following members present:

(1) CALL TO ORDER

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

(2) ROLL CALL – MEMBERS OF COUNCIL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Clent Brown	Absent

OTHER OFFICIALS PRESENT:

Carol Buttler	City Manager
Ellis Ortego	City Attorney
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIENCE

Mayor Hocking led the invocation and the Pledge of Allegiance.

(4) CITIZENS PARTICIPATION

1. Ronald Stevens said he and his wife just recently moved into Delany Cove, a subdivision within the city and wanted to report ACMI, the property management company, and the Homeowners Association of his subdivision. They have twice denied a request for him to plant a queen palm tree on his property. He was very upset with the manner that the personnel treated him when he does call them. They are very rude and each person, claims to be the same one person, even having different voices. Twice having the request ignored and the treatment he receives from the office personnel. Although the trees that the developer have long used in several communities are oak trees, and the tree roots are tearing up the sidewalks and streets within this subdivision. He was very upset with the manner that the personnel treated him when he does call them. He contacted his long-time friend and Councilmember Michetich and reported this and is asking what can be done.
2. David Castillo reported a sewer problem in his neighborhood. The sidewalk is buckling and the smell is horrible. There is a 6-8 inch drop off on the sidewalk.



1111 Bayou
La Marque Texas 77568
409 938.9202

3. Leonard Payne reported of a leak at the MOTCO site, which is close to his property, has been leaking for several years. The city did come out last week, and he noticed that the workers were not wearing hard-hats; and the worker that was in the hole, was pulled up by the bucket on the bucket truck. No one else has been back out to "cap" it off or check on it. Reported that deep ruts have been made on the property, getting the truck back there to the site.
4. Charlotte Westerlage, reported a sewer problem on Shady Lane, that she didn't want to see eventually turn into a health hazard.
- ** Mayor provided a point of information, that the City did go out and spoke to the citizens that complained as a group, and the city cleaned out the drains and mentioned that this item is on the agenda later tonight.

(5) CONSENT AGENDA

- a. City Council Regular Minutes of January 9, 2017
- b. Public Hearing Minutes of the CBIDG January 9, 2017
- c. City Council Workshop Minutes of December 1, 2016
- d. Discussion/possible action regarding accepting the Quarterly Investment Reports for Third and Fourth Quarters of 2016.

** Mayor Pro-Iem Bell made a motion to approve the Consent Agenda

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

(6) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-001**, approving the new La Marque Cemetery Rules and Regulations as recommended by the La Marque Cemetery Board
- b. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-002**, amending Chapters 14 and 29 of the Code of Ordinances by adoption of the 2012 Editions of the International Fire Code, International Building Code, International Residential Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, and International Fuel Gas Code; adding local amendments to the adopted codes; designating the Fire Chief as Fire Code Official; establishing the Building Standards Commission as the Board of Appeals for these Codes; providing a saving and severability clause; providing a penalty, and repealing all previous editions in conflict
- c. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-003**, approving the request for rezoning from R-1, Single Family Residential, to C-2, Restricted Commercial, a tract of land containing 2.9457 acres being the north portion out of a 5.0140 acre tract conveyed to Sidney E. and Shirley A. West (now Vivian Ann West) in instrument dated June 29, 1970 recorded in volume 2133, page 749 of the deed records of Galveston County out of the Southwesterly portion of the original Wiedemann 300 acre parent tract in the West half of survey no. 4 of the S.F. Austin League, in the city of La



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Marque, commonly known as 5515 FM 2004, as recommended by the Planning and Zoning Commission

- d. Conduct Public Hearing to hear public input regarding Ordinance No. **O-2017-004**, approving the request for rezone from R-1 (Single Family Residential), to C-2, (Restricted Commercial) of four lots facing the intersection of Magnolia Street and Bayou Road in the City of La Marque, described as: ABST 150 PAGE 4 PT OF BLK 11 (1100-4) DIV II COOK & STEWART SUB., commonly known as 1916 Magnolia; ABST 150 PAGE 4 LOT 5 BLK 1 A FORMANS SUB., commonly known as 1533 Bayou RD; ABST 150 PAGE 4 35 MAGNOLIA ADDN., commonly known as 1602 Bayou RD; ABST 150 PAGE 4 LOT 4 BLK 1 A FORMANS SUB., commonly known as 1531 Bayou RD, as recommended by the Planning and Zoning Commission

Mayor Hocking closed the Regular Meeting and opened the Public Hearing at 6:16 p.m.

Geraldine Sam asked about the addition to the Cemetery Rules and Regulations.

Mayor Hocking closed the Public Hearing and reconvened the Regular Meeting at 6:23 p.m.

(7) OLD BUSINESS

- a. Discussion/possible action regarding adoption of Ordinance No. **O-2017-001**, approving the new La Marque Cemetery Rules and Regulations as recommended by the La Marque Cemetery Board **THIS IS THE SECOND AND FINAL READING**

****** Mayor Hocking asked during the beginning of the Public Hearing that this item be **TABLED** and sent back before the Cemetery Board to possibly add the policy of a free burial plot for indigent veteran residing in the City.

****** Mayor Pro-Tem Bell made a motion to table this item.

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

- b. Discussion/possible action regarding adoption of Ordinance No. **O-2017-002**, amending Chapters 14 and 29 of the Code of Ordinances by adoption of the 2012 Editions of the International Fire Code, International Building Code, International Residential Code, International Property Maintenance Code, International Plumbing Code, International Mechanical Code, and International Fuel Gas Code; adding local amendments to the adopted codes; designating the Fire Chief as Fire Code Official; establishing the Building Standards Commission as the Board of Appeals for these Codes; providing a saving and severability clause; providing a penalty, and repealing all previous editions in conflict **THIS IS THE SECOND AND FINAL READING**

****** Councilmember Lane made a motion to adopt Ordinance No. **O-2017-002**, amending Chapters 14 and 29 of the Code of Ordinances by adoption of the 2012 Editions of the International Fire Code, International Building Code, International Residential Code, International Property Maintenance Code, International Plumbing Code, International



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Mechanical Code, and International Fuel Gas Code; adding local amendments to the adopted codes; designating the Fire Chief as Fire Code Official; establishing the Building Standards Commission as the Board of Appeals for these Codes; providing a saving and severability clause; providing a penalty, and repealing all previous editions in conflict

** Councilmember Michetich seconded.

Derra Matina of Olson and Olson approached the podium and referred to the change in the first reading and that it should also be included in the final reading, which was the wording in Section 29-31 to read, "The Fire Marshall shall be designated by the Fire Chief within the uniformed classifications of the Fire Department." **MOTION CARRIED UNANIMOUSLY**

- c. Discussion/possible action regarding adoption of Ordinance No. **O-2017-003**, approving the request for rezoning from R-1, Single Family Residential, to C-2, Restricted Commercial, a tract of land containing 2.9457 acres being the north portion out of a 5.0140 acre tract conveyed to Sidney E. and Shirley A. West (now Vivian Ann West) in instrument dated June 29, 1970 recorded in volume 2133, page 749 of the deed records of Galveston County out of the Southwesterly portion of the original Wiedemann 300 acre parent tract in the West half of survey no. 4 of the S.F. Austin League, in the city of La Marque, commonly known as 5515 FM 2004, as recommended by the Planning and Zoning Commission **THIS IS THE SECOND AND FINAL READING**

** Councilmember Lane made a motion to adopt Ordinance No. **O-2017-003**, approving the request for rezoning from R-1, Single Family Residential, to C-2, Restricted Commercial, a tract of land containing 2.9457 acres being the north portion out of a 5.0140 acre tract conveyed to Sidney E. and Shirley A. West (now Vivian Ann West) in instrument dated June 29, 1970 recorded in volume 2133, page 749 of the deed records of Galveston County out of the Southwesterly portion of the original Wiedemann 300 acre parent tract in the West half of survey no. 4 of the S.F. Austin League, in the city of La Marque, commonly known as 5515 FM 2004, as recommended by the Planning and Zoning Commission

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

- d. Discussion/possible action regarding adoption of Ordinance No. **O-2017-004**, approving the request for rezone from R-1 (Single Family Residential), to C-2, (Restricted Commercial) of four lots facing the intersection of Magnolia Street and Bayou Road in the City of La Marque, described as: ABST 150 PAGE 4 PT OF BLK 11 (1100-4) DIV II COOK & STEWART SUB., commonly known as 1916 Magnolia; ABST 150 PAGE 4 LOT 5 BLK 1 A FORMANS SUB., commonly known as 1533 Bayou RD; ABST 150 PAGE 4 35 MAGNOLIA ADDN., commonly known as 1602 Bayou; ABST 150 PAGE 4 LOT 4 BLK 1 A FORMANS SUB., commonly known as 1531 Bayou RD, as recommended by the City of La Marque Planning and Zoning Commission **THIS IS THE SECOND AND FINAL READING**



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- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2017-004, approving the request for rezone from R-1 (Single Family Residential), to C-2, (Restricted Commercial) of four lots facing the intersection of Magnolia Street and Bayou Road in the City of La Marque, described as: ABST 150 PAGE 4 PT OF BLK 11 (1100-4) DIV H COOK & STEWART SUB., commonly known as 1916 Magnolia; ABST 150 PAGE 4 LOT 5 BLK 1 A FORMANS SUB., commonly known as 1533 Bayou RD; ABST 150 PAGE 4 35 MAGNOLIA ADDN., commonly known as 1602 Bayou; ABST 150 PAGE 4 LOT 4 BLK 1 A FORMANS SUB., commonly known as 1531 Bayou RD, as recommended by the City of La Marque Planning and Zoning Commission
- ** Mayor Pro-Tem Bell seconded. MOTION CARRIED UNANIMOUSLY

(8) AWARD OF BIDS/CONTRACTS

- a. Discussion/possible action regarding award of Bid #LM 11-17 to Parrish & Parrish Tractor Services for annual Mowing and Clearing Services of various properties in the amount of \$56,292.00
- ** Councilmember Lane made a motion to award Bid #LM 11-17 to Parrish & Parrish Tractor Services for annual Mowing and Clearing Services of various properties in the amount of \$56,292.00
- ** Councilmember Michetich seconded.

Mayor Pro-Tem Bell asked how many lots were to be mowed. How will it be documented as to when the lots are mowed? Does every lot fit into a category or have a plan?

There are approximately 127 lots. Code Enforcement Director Kathleen Van Stavern said that the contractors take before and after pictures of each piece of property mowed, and this record is documented within the software in the department. MOTION CARRIED UNANIMOUSLY

- b. Discussion/possible action regarding award of Bid #LM 12-17 to Inland Environments LTD, for the demolition of 12 substandard residential structures in the amount of \$56,125.00
- ** Mayor Pro-Tem Bell made a motion to award Bid #LM 12-17 to Inland Environments LTD, for the demolition of 12 substandard residential structures in the amount of \$56,125.00
- ** Councilmember Lane seconded.
- ** Councilmember Michetich asked if it included the structure at 1910 Oaklawn, which is does. MOTION CARRIED UNANIMOUSLY.
- c. Discussion/possible action regarding award to LJA Engineering the costs of engineering services necessary in the preparation of bid package for repairs/replacement of the sanitary sewer main line on Oak Street, from Cedar to Hathaway, under Highway 3, and terminating at the Hathaway Lift Station, in the amount of \$111,000



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** Councilmember Michetich made a motion to award LJA Engineering the costs of engineering services necessary in the preparation of bid package for repairs/replacement of the sanitary sewer main line on Oak Street, from Cedar to Hathaway, under Highway 3, and terminating at the Hathaway Lift Station, in the amount of \$111,000

** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**

(9) NEW BUSINESS

a. Discussion/possible action regarding adopting Ordinance No. **O-2017-005** vacating, abandonment, and closing of road and alley rights-of-way located on realty described in Exhibit "A" **THIS IS THE FIRST READING**

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. **O-2017-005** vacating, abandonment, and closing of road and alley rights-of-way located on realty described in Exhibit "A"

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

b. Discussion/possible action regarding adopting Ordinance No. **O-2017-006**, providing for the annexation of Painted Meadows Section 5 subdivision, consisting of 27.312 acres of land, and a section of Autry Road, as forwarded with favorable recommendation from Planning and Zoning Commission **THIS IS THE FIRST READING**

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. **O-2017-006**, providing for the annexation of Painted Meadows Section 5 subdivision, consisting of 27.312 acres of land, and a section of Autry Road, as forwarded with favorable recommendation from Planning and Zoning Commission

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

Mayor Hocking deviated from the order of the agenda items and address item 9f at this time.

f. Discuss further issues with Delaney Cove Development

Councilmember Michetich reported that his friend recently moved here and bought a home in Delaney Cove, and several things were brought to light. First of all, deed restrictions are not being provided to the residents, when moving into the subdivision. After receiving complaints from citizens that live in the subdivision, he made a call to find out what was being done to alleviate some of the issues the citizens were facing. But, since he wasn't a property owner, they didn't wish to speak with him, and on a few occasions were very rude. He was able to find out a few things, their home owners association meetings are conducted once a year. In his subdivision, the meetings are four times a year. The oak trees that the Friendswood Development Corporation plants for green space in the rights of ways, tear up the water lines, sidewalks, and curbs and roads, this leaving it to the city to have to replace. The new owners have been told they would have to contact CenterPoint if they were to lower their cost on their street lighting costs, with the possibility of changing out the LED lighting that currently exists. He asked that a memorandum or an agreement be signed stating that there will be no more oak trees



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planted in the city's right of ways. He also said he was not in favor of the single family home lots not being reduced from 60 X 120 to 50 X 110, and that a park should be placed in every new sub-division. "I hope we can work together, I want you all to be successful in your development."

Brad Garner, of Friendswood Development spoke of the rise in recent demand of new construction, differing from the pattern of the past few years with this company. They held their annual meeting which, with a good attendance from a lot of residents. "We are dismayed about the behavior of our property management company (ACMI), and we do understand the concern about the trees. Those trees have been a part of the Friendswood Development Corporation for a number of years. We do have more acres to be developed within the community. We are not interested in wasting money, we try to make an effort to conserve water and other resources."

Mayor Pro-Tem Bell brought up the earlier conversation that Councilmember Michetich spoke of concerning the buckling of the sidewalks due to the roots from the oak trees. It was made aware that geotechnical borings to get soil qualities were conducted, so it seemed that this problem of the buckling of sidewalks and roads, could have been avoided.

Further discussion included the question of whether this company had good relationships with other city governments and whether they were productive in dealing with this property management company, since they have had another development complain about this particular property management company. It was suggested that a letter of memorandum be drawn up to include the discontinuation of planting the oak trees in the city right-of-ways. It was recommended that a meeting be held to cultivate the relationship between the developers and the city to clear up some of the issues facing them at this time.

- c. Discussion/possible action regarding the approval of the Final Plat of Painted Meadows Section 5, a subdivision of 27.317 acres located in the J.R. Pace Survey, Abstract – 161 Galveston County, Texas, City of La Marque, Galveston County, Texas, and a variance to Code Section 41-107(e), for the dimensions of the lots to be reduced from 60'X120' to 50'X110' in size as recommended by the Planning and Zoning Commission
- ** Councilmember Bell made a motion to approve the Final Plat of Painted Meadows Section 5, a subdivision of 27.317 acres located in the J.R. Pace Survey, Abstract – 161 Galveston County, Texas, City of La Marque, Galveston County, Texas, and a variance to Code Section 41-107(e), for the dimensions of the lots to be reduced from 60'X120' to 50'X110' in size as recommended by the Planning and Zoning Commission
- ** Councilmember Lane seconded.

After a brief discussion, concerning a concrete retaining wall with reinforcements that will route all of the drainage in Section 5 into a different ditch, not placing the burden on Sections, 1, 2, 3 and 4. **MOTION CARRIED UNANIMOUSLY**



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- d. Discussion/possible action regarding the approval of the Final Plat for Landing at Delany Cove Section 6, a subdivision of 11.849 acres located in S.F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas, and allowing a variance to Code Section 41-107 (e), for the dimension of the lots to be reduced from 60'X120' to 50'X120' in size
 - ** Mayor Pro-Tem Bell made a motion to deny the Final Plat for Landing at Delany Cove Section 6, a subdivision of 11.849 acres located in S.F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas, and allowing a variance to Code Section 41-107 (e), for the dimension of the lots to be reduced from 60'X120' to 50'X120' in size
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**
- e. Discussion/possible action to accept the Proposed Street Dedication Landing at Delany Cove, being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas being the continuation of Meadow Lake Village Drive, as recommended by Planning and Zoning Commission
 - ** Mayor Pro-Tem Bell made a motion to deny the Proposed Street Dedication Landing at Delany Cove, being 0.6 + Acres of Land out of the S.F. Austin League No. 4 survey, A-2 City of La Marque Galveston County, Texas being the continuation of Meadow Lake Village Drive, as recommended by Planning and Zoning Commission
 - ** Councilmember Bell seconded. **MOTION CARRIED UNANIMOUSLY**
- f. Discuss further issues with Delany Cove Development – Councilmember R. Michetich
SEE ABOVE (after Agenda item 9b)
- g. Discussion/possible action regarding adopting Ordinance No. **O-2017-007**, amending the City of La Marque 2016-2017 Budget for Year-end Encumbrances, personnel, and related Capital Outlays by increasing certain expenditures to individual budget accounts in certain funds as set forth in Exhibit "A" **THIS IS THE FIRST READING**
 - ** Councilmember Michetich made a motion to adopt Ordinance No. **O-2017-007**, amending the City of La Marque 2016-2017 Budget for Year-end Encumbrances, personnel, and related Capital Outlays by increasing certain expenditures to individual budget accounts in certain funds as set forth in Exhibit "A"
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**
- h. Discussion/possible action regarding adopting Resolution No. **R-2017-003**, awarding to Government Capital a financing agreement for the purpose of procuring "vehicles, water meters, and equipment" in the amount of \$662,330.88
 - ** Councilmember Lane made a motion to adopt Resolution No. **R-2017-003**, awarding to Government Capital a financing agreement for the purpose of procuring "vehicles, water meters, and equipment" in the amount of \$662,330.88
 - ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**



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- i. Discussion/possible action regarding award of one (1) Frazer Type 1 Modular Medic Unit to Mac Haik Dodge Chrysler Jeep through H-GAC in the amount of \$161,875.00
 - ** Mayor Pro-Tem Bell made a motion to award one (1) Frazer Type 1 Modular Medic Unit to Mac Haik Dodge Chrysler Jeep through H-GAC in the amount of \$161,875.00
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

- j. Discussion/possible action regarding awarding the purchase of six (6) SCOTT Self Contained Breathing Apparatus to Municipal Emergency Services through H-GAC in the amount \$39,292.86
 - ** Mayor Pro-Tem made a motion to award the purchase of six (6) SCOTT Self-contained Breathing Apparatus to Municipal Emergency Services through H-GAC in the amount of \$39,292.86
 - ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY**

- k. Discussion/possible action regarding awarding to Crescent Electric, through the BuyBoard the purchase of a replacement generator for the Police Department's building in an amount up to \$56,000.00
 - ** Councilmember Michetich made a motion to award to Crescent Electric, through the BuyBoard, the purchase of a replacement generator for the Police Department's building in an amount up to \$56,000.00
 - ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**

- l. Discussion/possible action regarding adopting Resolution No. **R-2017-004**, ratifying the City Manager's authorization for the La Marque Police Department to apply for a CJD grant to fund new body worn cameras and committing a 20% funding match of \$1,983.60
 - ** Mayor Pro-Tem Bell made a motion to adopt Resolution No. **R-2017-004**, ratifying the City Manager's authorization for the La Marque Police Department to apply for a CJD grant to fund new body worn cameras and committing a 20% funding match of \$1,983.60
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

- m. Discussion/possible action regarding adopting Resolution No. **R-2017-005**, authorizing City of La Marque to enter into an agreement to construct improvements to the sanitary sewer connection for property located at 3195 Main Street, La Marque and subsequently impose reimbursement of costs through a Special Assessment
 - ** Councilmember Michetich made a motion to adopt Resolution No. **R-2017-005**, authorizing City of La Marque to enter into an agreement to construct improvements to the sanitary sewer connection for property located at 3195 Main Street, La Marque and subsequently impose reimbursement of costs through a Special Assessment
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**



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- n. Discussion/possible action regarding award of purchase to Texas Underground, through the BuyBoard, for major repairs of the vactor truck blower component, including 20% for contingencies, in the amount of \$30,000.00
- ** Mayor Pro-Tem Bell made a motion to award of purchase to Texas Underground, through the BuyBoard, for major repairs of the vactor truck blower component, including 20% for contingencies, in the amount of \$30,000.00
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**
- o. Discussion/possible action regarding approval of the upgrade of an existing but, unfunded position, within the Development Services Department to "Development Coordinator" effective March 14, 2017.
- ** Councilmember Michetich made a motion to approve the upgrade of an existing but, unfunded position within the Development Services Department to "Development Coordinator" effective March 14, 2017
- ** Councilmember Lane seconded.

Mayor Pro-Tem Bell asked what the day to day functions look like for this position and about a revenue stream that would maintain this position. It was asked who was doing the functions now.

City Manager Carol Buttler stated, "This position would handle the Planning and Zoning, Board of Adjustment packets, information, putting the agendas together, also deal with the plan reviews and doing simple plan reviews on their own. This position is something we have needed for awhile, but, we wanted to make sure what we needed before bringing it before Council." Erica had been taking on these responsibilities, but with the growth spurt in the city, it had become overwhelming. It was also mentioned that this position would also coordinate working with the local HOA's and sending out information through the Nextdoor application. **MOTION CARRIED UNANIMOUSLY**

(10) DEPARTMENTAL REPORTS

- a. Discussion / staff report regarding the status of Water and Sewer Utility projects, both in-process and proposed

Public Services Director L. Rumburg began his status report with the first thing the following day, that the water will be turned off at the MOTCO (EPA regulated site) for a few hours and make the necessary adjustments to the clamp that is in place at the current time. This clamp being a tourniquet only

Mayor received a text that the broadcast on Channel 16 and the internet was spotty at best. Brandon assured him, he was working on it.



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Mr. Rumburg continued, "They are the only use of the six inch line that MOTCO is using, and not sure when that line went in, but we have determined that the best thing to do is to abandon that line and have them find another source, but we do have an option in-play for their consideration. We are allowing them ninety days to work with their engineers, and if they are in agreement with our option, we will work with Gulf Coast Water Authority to establish another take point and they will be responsible for installing the line and we would meter the water from that take point to their facility. One of our concerns was, that meter, and we removed that meter last week and straight lined the connection. In 2009, the city became the recipients to some 5.5 million dollars in grant fund money and we have around \$800,000 left, and we will be looking into making some much needed sewer line improvements. On the 15th, all involved parties will be meeting and hopefully within thirty days, begin the bidding process for a contractor to begin this project. This is separate from the 2.5 million in bonds that we are planning on spending on sewer line replacements and manholes. This will, one, take care of our sewer needs, and two, help us to meet our Sanitary Sewer Overflow (SSO) obligations with TCEQ. There was the need to utilize part of those bond monies, recently, to an emergency situation, the contractors are finishing up the repairing of 6000 feet of line and point repairs of eight sections within the city."

It was recommended, that whenever material is being staged and a project is being planned, it should be on the website or in utility flyer to make the residents aware.

It was mentioned that when the planning is a few weeks or months out, this should be the protocol, this past week there was an emergency situation, so there was not a lot of time for notification, but, the contractors went door to door to those customers that were going to be directly impacted.

Mr. Rumburg continued, "Oak Street will also be a part of the CO bond funds, and it is on the agenda tonight for approval to correct the force main line at Cedar by the Valero Station. Two years ago, we did a major repair at the west side by the Valero Station, but on down Oak to Hathaway it is in dire need of repair. Once that line is replaced, it will drain a large portion of the town and utilize the Hathaway lift station to its capabilities. The issue we have now, if we don't keep those manholes down, the sewage coming down that forced main and that is the odor that makes its way to the Shady Lane area.

"Moving onto water, hopefully the application for \$350,000.00 of CBDG funds is approved, we are leveraging that with approximately \$500,000.00 of the bond funds, for an \$800,000.00 project to replace water lines. We have those sites selected within the Honeysuckle, Azalea area, about 5000 feet of 2 inch water line replacement, affecting around 133 residents will be impacted by that. If you recall from the water planning study done by ARCC Engineering, \$300,000.00 to \$400,000.00 per year should be set aside to address the city's water loss issues. This would enable us to get about a two year head start on this program. My hope is by early summer, we should be doing gangbusters."

C Mayor Pro-Tem Bell asked, "For our citizens on Shady Lane, give me again, what date or time frame we are looking at."



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Mr. Rumburg answered, "Ninety days out before the bidding process begins, and with work being completed around August. My goal is that we can come back to City Council with a recommended bidder."

Mayor brought attention to a large green truck going around town, "It looks like they are cleaning out storm sewers."

Mr. Rumburg responded, "Yes, the city is paying for this while our vacuum truck is down. They are doing a good job."

(11) CITY MANAGER REPORT

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

Mayor Pro-Tem Bell commented, "It seems like every meeting there is an increase in vacancies in our telecommunicators. We are needing dispatchers. Dispatchers are vital to the functionality of the part of public safety departments. We could actually lose officers. Do we need to add some type of bonus or expedite the hiring process?"

City Manager Buttler replied, "We have done a couple of things, and Chief may want to fill in. I know I met one of our new telecommunicators this morning. We have made arrangement with another city to have one of their telecommunicators to come help us out. League City will be helping with some of the training"

Police Chief Jackson added, "We are processing applicants. Now they have to be TCOLS certified. We do have some stringent hiring requirements, but, the biggest hurdle that we have seen so far, is the telecommunicators expectations. A telecommunicator will come in, experience the job for about thirty days, and realize, "I can't do this." It is too stressful and there is too much multi-tasking. We have had two of them, just get up and walk out, because they just can't handle it. We are looking at a new format for the training, perhaps administering an academy to get the new hire trained and accustomed to using the equipment. The CAD and the 9-1-1 systems are two completely different computer systems that you have to utilize at the exact same time. We are trying our hardest to get these folks in here. La Marque is not the only agency that is suffering. It is a problem statewide if not nationwide."

Seeking persons in the Police academy, Fire Academy and EMS courses, those people that already have the heart and passion for this type of work was suggested.



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Chief Jackson continued, "Believe me there is nothing more, that, I would have than a fully staffed telecommunications office."

It was mentioned that a few of the previous telecommunicators that left the City have returned, and the city was glad to see them coming back. A few have been lost by wishing to pursue their career by going to the Police Academy.

(12) EXECUTIVE SESSION - There was no Executive Session

(13) REQUEST AND ANNOUNCEMENTS

Councilmember Michetich thanked all for attending. Said that he is glad to see the sewer repairs being done.

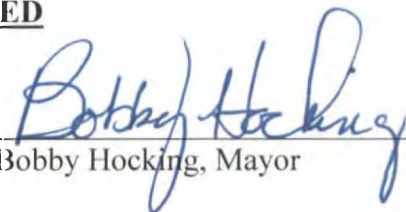
Mayor Pro-Tem Bell stated that there have been two suicides within the last two months within the community. He encouraged everyone to speak to their children, grandchildren, nieces and nephews to see if we can instill in them the value of human life and adversity and perseverance that we may be able to stop this building "tide" within the community as it relates to our children's mental health. Then wished all a Happy Valentine's Day.

Mayor Hocking concurred with Mayor Pro-Tem and reminded all that bullying has no place in our children's lives. Wished all a Happy Valentine's Day and reminded all of a rain event that was due to come in the following day. He will be giving his sixth speech at the Annual State of the County and City the following Thursday

(14) ADJOURNMENT

Councilmember Bell made a motion to adjourn the meeting at 6:49 p.m.

Michetich seconded. **MEETING ADJOURNED**


Bobby Hocking, Mayor

ATTEST:


Robin Eldridge, TRMC
City Clerk

CITIZENS REQUEST TO SPEAK

In order to be heard, this form must be filled out and returned to the City Clerk five (5) minutes prior to the start of the meeting.

DATE OF MEETING: 2-13-17

Citizens who wish to address the City Council about items on the agenda, which are scheduled for Council action, will be given three (3) minutes to do so. Please indicate below the agenda item (s) number on which you wish to speak:

DELANY COVE COMMUNITY ASSOCIATION

Citizens wishing to address the City Council about a topic **NOT** on the agenda, will be given the same amount of time during the "CITIZENS PARTICIPATION" section. Please indicate below the subject matter:

Please step to the podium as soon as you are recognized by the Mayor, do not try to speak from your seat. State your name and address before the beginning of your presentation. If you have written materials, please furnish an extra copy for the official files. If you have any questions concerning the request to speak form, please direct them to the City Clerk.

Name RONALD STEVENS

Address 512 FIELDHAVEN CT, LAMARQUE, TX 77568

Telephone number 713-816-3670

IF SPEAKING ON BEHALF OF AN ORGANIZATION:

Name of Organization: _____

Speaker's Official Capacity _____

CITIZENS REQUEST TO SPEAK

In order to be heard, this form must be filled out and returned to the City Clerk five (5) minutes prior to the start of the meeting.

DATE OF MEETING: 02-13

Citizens who wish to address the City Council about items on the agenda, which are scheduled for Council action, will be given three (3) minutes to do so. Please indicate below the agenda item (s) number on which you wish to speak:

Issues on Delany Coye & HOA

Citizens wishing to address the City Council about a topic **NOT** on the agenda, will be given the same amount of time during the "CITIZENS PARTICIPATION" section. Please indicate below the subject matter:

Please step to the podium as soon as you are recognized by the Mayor, do not try to speak from your seat. State your name and address before the beginning of your presentation. If you have written materials, please furnish an extra copy for the official files. If you have any questions concerning the request to speak form, please direct them to the City Clerk.

Name Donald Castillo

Address 633 Eastwell, Ga

Telephone number 404-654-3356

IF SPEAKING ON BEHALF OF AN ORGANIZATION:

Name of Organization: _____

Speaker's Official Capacity _____

CITIZENS REQUEST TO SPEAK

In order to be heard, this form must be filled out and returned to the City Clerk five (5) minutes prior to the start of the meeting.

DATE OF MEETING: February 13, 2017

Citizens who wish to address the City Council about items on the agenda, which are scheduled for Council action, will be given three (3) minutes to do so. Please indicate below the agenda item (s) number on which you wish to speak:

Citizens wishing to address the City Council about a topic **NOT** on the agenda, will be given the same amount of time during the **"CITIZENS PARTICIPATION"** section. Please indicate below the subject matter:

Violation of Law

Please step to the podium as soon as you are recognized by the Mayor, do not try to speak from your seat. State your name and address before the beginning of your presentation. If you have written materials, please furnish an extra copy for the official files. If you have any questions concerning the request to speak form, please direct them to the City Clerk.

Name Leonard J. Payne

Address 2728 2nd Ave LHM

Telephone number 935-9573 - 739-3567

IF SPEAKING ON BEHALF OF AN ORGANIZATION:

Name of Organization: _____

Speaker's Official Capacity _____

CITIZENS REQUEST TO SPEAK

In order to be heard, this form must be filled out and returned to the City Clerk five (5) minutes prior to the start of the meeting.

DATE OF MEETING: 2-13-16

Citizens who wish to address the City Council about items on the agenda, which are scheduled for Council action, will be given three (3) minutes to do so. Please indicate below the agenda item (s) number on which you wish to speak:

Citizens wishing to address the City Council about a topic **NOT** on the agenda, will be given the same amount of time during the "CITIZENS PARTICIPATION" section. Please indicate below the subject matter:

sewer line to 620 Oak, Oak, Rose, Mayer Shady Lane
Studio Lane

Please step to the podium as soon as you are recognized by the Mayor, do not try to speak from your seat. State your name and address before the beginning of your presentation. If you have written materials, please furnish an extra copy for the official files. If you have any questions concerning the request to speak form, please direct them to the City Clerk.

Name Charlotte Westerbe

Address 825 Shady Lane

Telephone number 408-935-5707

IF SPEAKING ON BEHALF OF AN ORGANIZATION:

Name of Organization: _____

Speaker's Official Capacity _____



1111 Bayou
La Marque, Texas 77568
409.938.9202

**Planning and Zoning Commission
Regular Meeting
December 13, 2016
Minutes**

(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 Bethea
Commissioner Greg Cornett
Commissioner Hugh Cash

ABSENT:

Commissioner Augustino Molis
Commissioner Russell Washington
Commissioner Chris Crowder

STAFF PRESENT:

Les Rumburg, Director of Public Works
Erica Grundmann – Inspections
Ellis Ortego– City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was dispensed by the Planning & Zoning Commission led by Commissioner Cornett

(4) APPROVAL OF MINUTES

- a. Regular Meeting Minutes of December 13, 2016
Commissioner Greg Cornett made a motion to accept the minutes for December 13, 2016, Commissioner Hugh Cash seconded the motion.
MOTION PASSED.

(5) CITIZENS COMMENTS

None

(6) PUBLIC HEARING Open at 4:08 PM, Closed at 4:16PM

- a. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE PT OF BLK 11 (1100-4) DIV H COOK & STEWART SUB. Location 1916 Magnoli
- b. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE 4 LOT 5 BLK 1 A FORMANS SUB. Location 1533 Bayou RD
- c. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE 4 LOT 35 MAGNOLIA ADDN. Location 1602 Bayou
- d. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE 4 LOT 4 BLK 1 A FORMANS SUB. Location 1531 Bayou RD

(7) NEW BUSINESS

- a. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE 4 PT OF BLK 11 (1100-4) DIV H COOK & STEWART SUB. Location 1916 Magnolia

Commissioner Greg Cornett made a motion to accept the Re-Zone from R-1 Single Family Residential to C-2 Restricted Commercial. Commissioner Hugh Cash seconded the motion. **MOTION PASSED.**

- b. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE 4 LOT 5 BLK 1 A FORMANS SUB. Location 1533 Bayou RD

Commissioner Greg Cornett made a motion to accept the Re-Zone from R-1 Single Family Residential to C-2 Restricted Commercial. Commissioner Hugh Cash seconded the motion. **MOTION PASSED.**

- c. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE 4 35 MAGNOLIA ADDN. Location 1602 Bayou

Commissioner Greg Cornett made a motion to accept the Re-Zone from R-1 Single Family Residential to C-2 Restricted Commercial. Commissioner Hugh Cash seconded the motion. **MOTION PASSED.**

- d. **Re-Zone** from R-1 Single Family Residential to C-2 Restricted Commercial ABST 150 PAGE 4 LOT 4 BLK 1 A FORMANS SUB. Location 1531 Bayou RD

Commissioner Greg Cornett made a motion to accept the Re-Zone from R-1 Single Family Residential to C-2 Restricted Commercial. Commissioner Hugh Cash seconded the motion. **MOTION PASSED.**

- e. **Final Plat** for Landing at Delany Cove Section 6 a subdivision of 11.849 acres located in S.F. Austin League no. 4 survey, A-2 City of La Marque, Galveston County, Texas

Commissioner Greg Cornett made a motion to accept the Final Plat for Landing at Delany Cove Section 6 a subdivision of 11.849 acres located in S.F. Austin League no. 4 survey, A-2 City of La Marque, Galveston County, Texas Hugh Cash seconded the motion. **MOTION PASSED.**

- f. **Re-Zone:** Discussion possible/ action: regarding a Re-Zone from R-1 Single Family Residential to C-2 Restricted Commercial A tract or parcel of land containing 2.9 457 acres being the north portion out of a 5.0140 acre tract conveyed to Sidney E. and Shirley A. West (now Vivian Ann West in instrument dated June 29, 1970 recorded in volume 2133, page 749 of the deed records of Galveston County out of the Southwesterly portion of the original Wiedemann 300 acre parent tract in the West half of survey no. 4 of the S.F. Austin League, in the cities of La Marque (2.9457 acres. Location 5515 FM 2004

Commissioner Greg Cornett made a motion to accept Re-Zone from R-1 Single Family Residential to C-2 Restricted Commercial A tract or parcel of land containing 2.9 457 acres being the north portion out of a 5.0140 acre tract conveyed to Sidney E. and Shirley A. West (now Vivian Ann West in instrument dated June 29, 1970 recorded in volume 2133, page 749 of the deed records of Galveston County out of the Southwesterly portion of the original Wiedemann 300 acre parent tract in the West half of survey no. 4 of the S.F. Austin League, in the cities of La Marque (2.9457 acres. Location 5515 FM 2004 Hugh Cash seconded the motion. **MOTION PASSED.**

- g. Discussion/ possible action regarding proposed amendments to chapters 14 and 29 of the La Marque Code of Ordinances adopting the 2012 editions of the International Fire Code, Building Code, Residential Code, Property Maintenance Code, Plumbing Code, Mechanical Code, and Fuel Gas Code; adding local amendments to the adopted codes; designating the Fire Chief as the Fire Code Official; establishing the building standards commission as the board of appeals for these adopted codes; and providing a penalty in accordance with Section 1-7.

Commissioner Greg Cornett made a motion to accept adopting the 2012 editions of the International Fire Code, Building Code, Residential Code, Property Maintenance Code, Plumbing Code, Mechanical Code, and Fuel Gas Code; adding local amendments to the adopted codes; designating the Fire Chief as the Fire Code Official; establishing the building standards commission as the board of appeals for these adopted codes; and providing a penalty in accordance with Section 1-7. Hugh Cash seconded the motion. **MOTION PASSED.**

(8) **CHAIRMAN REPORT**

There was no Chairman Report

(9) **EXECUTIVE SESSION**

There was no Executive Session

(10) **REQUESTS AND ANNOUNCEMENTS**

None at this time

(11) **ADJOURNMENT**

Commissioner Greg Cornett made a motion to adjourn the meeting at 5:36 p.m. Commissioner Hugh Cash seconded. **MEETING ADJOURNED.**

Planning & Zoning Commission,
Chairman Deanna Bethea



1111 Bayou
La Marque, Texas 77568
409.938.9202

**Planning and Zoning Commission
Regular Meeting
October 11, 2016
Minutes**

(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 Bethea
Commissioner Dickey Stanley
Commissioner Russell Washington
Commissioner Russell Washington
Commissioner Greg Cornett

ABSENT:

Commissioner Chris Crowder
Commissioner Augustino Molis

STAFF PRESENT:

Les Rumburg, Director of Public Works
Erica Grundmann – Inspections
Ellis Ortego– City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

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

(4) APPROVAL OF MINUTES

- a. Regular Meeting Minutes of September 13, 2016
Commissioner Dickey Stanley made a motion to accept the minutes for September 13, 2016, Commissioner Russell Washington seconded the motion.
MOTION PASSED.

(5) CITIZENS COMMENTS

None

(6) PUBLIC HEARING Open at 4:00 PM, Closed at 4:05 PM

- a. **Re-Zone:** Conduct Public Hearing to receive public input regarding: a Re-Zone from R-1 Single Family Residential to C-1 General Commercial: SURVEY OF THE NORTH 190 FEET OF THE SOUTH 490 FEET OF LOT 30 OF DIVISION "H" OF THE COOK & STEWART SUBDIVISION OF THE JOHN D. MOORE LEAGUE, A-150,

GALVESTON COUNTY, TEXAS at the corner of Lake and Charity St.

Edith and George Gace spoke to and wrote a letter to the Planning and Zoning Commission they live at 2422 Charity. The Gace's are against the re-zone because they are worried about the the traffic coming off their street, they feel that if they were to sell no one would want to purchase there property with a storage facility right across the street, they have had drainage issues ever since the property was built up and it s not something they want to look at sitting on their front porch.

- b. **PZ-PP-LANDING AT DELANY COVE SEC. 6** Conduct Public Hearing regarding the Preliminary Plat of Landing at Delany Cove Section 6 being 11.8 + Acres of land containing 49 lots (50 X 120 Typ.) and six reserves in two blocks out of the Stephen F. Austin League NO.4 Survey, A-2, City of La Marque, Galveston, County, Texas, allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' X 120' to 50' X 120' in size. West of Delany Rd. & North of FM 1765

(7) **NEW BUSINESS**

- a. **RESIGNATION:** Discussion possible/ action: regarding accepting Charles Castelline's resignation.

Commissioner Dickey Stanley made a motion to accept Charles Castelline's resignation. Commissioner Russell Washington seconded the motion. **MOTION PASSED.**

- b. **Re-Zone:** Discussion possible/ action regarding: a Re-Zone from R-1 Single Family Residential to C-1 General Commercial: SURVEY OF THE NORTH 190 FEET OF THE SOUTH 490 FEET OF LOT 30 OF DIVISION "H" OF THE COOK & STEWART SUBDIVISION OF THE JOHN D. MOORE LEAGUE, A-150, GALVESTON COUNTY, TEXAS at the corner of Lake and Charity St.

Commissioner Dickey Stanley made a motion to Table the Re-Zone from R-1 Single Family Residential to C-1 General Commercial . Commissioner Greg Cornett seconded the motion. **MOTION PASSED.**

- c. **PZ-PP-LANDING AT DELANY COVE SEC. 6:** Discussion possible/ action regarding the Preliminary Plat of Landing at Delany Cove Section 6 being 11.8 + Acres of land containing 49 lots (50 X 120 Typ.) and six reserves in two blocks out of the Stephen F. Austin League NO.4 Survey, A-2, City of La Marque, Galveston, County, Texas, allowing a variance to Code Section 41-107(e), for the dimension of the lots to be reduced from 60' X 120' to 50' X 120' in size. West of Delany Rd. & North of FM 1765

Commissioner Dickey Stanley made a motion to accept the Preliminary Plat of Landing at Delany Cove Section 6. Commissioner Greg Cornett seconded the motion. **MOTION PASSED.**

- d. **Re-Zone:** Discussion possible/ action regarding a Re-Zone for lots in the vicinity of intersection of Bayou and Magnolia re-zone from R-1 Single Family Residential to C-2 Restricted Commercial.
Mr. Khan and his attorney explained that Mr. Khan wants to turn the building into a convent store.

Commissioner Dickey Stanley made a motion to Table the Re-Zone from R-1 Single Family Residential to C-2 Restricted Commercial so they can look for more information to re-zone the property . Commissioner Greg Cornett seconded the motion.
MOTION PASSED.

(8) **CHAIRMAN REPORT**

There was no Chairman Report

(9) **EXECUTIVE SESSION**

There was no Executive Session

(10) **REQUESTS AND ANNOUNCEMENTS**

None at this time

(11) **ADJOURNMENT**

Commissioner Dickey Stanley made a motion to adjourn the meeting at 4:56 p.m.
Commissioner Greg Cornett seconded. **MEETING ADJOURNED.**



Planning & Zoning Commission.
Chairman Deanna Bethea



December 13, 2016

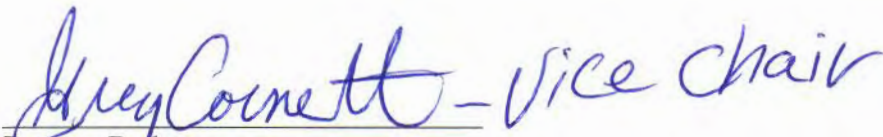
Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor and City Council:

On December 13, 2016, the Planning and Zoning Commission conducted a meeting to consider the Final Plat for Landing at Delany Cove Section 6, a subdivision of 11.849 acres located in S.F. Austin League No. 4 Survey, A-2 City of La Marque, Galveston County, Texas; including the dimension of the lots to be reduced from 60'X120' to 50'X120' in size as indicated on the Final Plat.

By unanimous vote, Planning and Zoning Commission recommended forwarding a favorable response of this request to City Council for their consideration.

Thank you.


Deanna Belhea
Chairman, Planning and Zoning Commission



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Agenda item: 9a

Prepared by: Venisha Henderson

Reviewed by: Carol Buttler

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of agreement between Premier Soccer League and the City of La Marque for use and maintenance of the soccer fields in Highland Bayou “Mac” McGaffey Park, as recommended by the Parks Board.



Attachments for reference

1. Letter of interest
2. Unsigned Agreement
3. Minutes of March 16, 2017 Parks Board Regular Meeting

STAFF BRIEFING:

- Carlos Vela, representing Premier Soccer League, submitted an application letter requesting an agreement for the use and maintenance of the soccer fields in Highland Bayou “Mac” McGaffey Park.
- At the regular meeting of the Parks Board on March 16, 2017, the Board voted unanimously to support entering into an agreement with Mr. Vela and Premier Soccer League.

HISTORY:

- **March 16, 2017** – Agreement presented to Parks Board for consideration

TARGET IMPLEMENTATION: Depending on City Council’s decision.

SIGNIFICANT ACTION DATES:

March 16, 2017 – Parks Board approved the recommendation to City Council of an agreement for the use of the soccer fields in Highland Bayou “Mac” McGaffey Park.

ACTION:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒

Other – Agreement

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

☒

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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve the agreement between Premier Soccer League and the City of La Marque for use and maintenance of the soccer fields in Highland Bayou "Mac" McGaffey Park, as recommended by the Parks Board.

FISCAL IMPACT: N/A



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 **Premier Soccer League** (hereinafter called Lessee).

SECTION 2. City hereby grants Lessee permission to use the **soccer fields** (Saturdays from 8:00 a.m. to 5:00 p.m.), 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 **April 11, 2017** and terminating on **April 10, 2020, (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 Lessee's 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 shall at their own expense provide mowing. 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:

PREMIER SOCCER LEAGUE

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF LA MARQUE

By: _____

Name: Carol Buttler

Title: City Manager

Date: _____

ATTEST:

By: _____

Name: Robin Eldridge

Title: City Clerk

City of La Marque



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
PARKS BOARD
REGULAR MEETING MINUTES
OF
March 16, 2017**

Regular Meeting Minutes of the City of La Marque Parks Board Meeting held on March 16, 2017, beginning at 6:30 p.m. at 1109-B Bayou Road with the following member present:

(1) CALL TO ORDER

Chairperson Mac McGaffey called the meeting to order at 6:31 p.m.

(2) ROLL CALL

PRESENT:

Mac McGaffey
Herbert Franklin
Rock Bock
Al Reida

ABSENT:

C.J. Leggett
Larry Walker
Bo Hunter

OTHER OFFICIALS/STAFF PRESENT:

Les Rumburg, Public Services Director
Carol Buttler, City Manager
Robert Michetich, Councilmember
Venisha Henderson, Public Services Administrative Assistant.

(3) APPROVAL OF MINUTES

Regular Meeting of February 16, 2017

Board Member Michael "Rock" Bock made a motion to approve the Minutes of February 16, 2017. Board Member Al Reida seconded. **MOTION PASSED UNANIMOUSLY.**

(4) FINANCIAL REPORT

Ending January 31, 2017.

Board Member Michael "Rock" Bock made a motion to approve the financial report ending January 31, 2017. Board Member Herbert Franklin seconded. **MOTION PASSED UNANIMOUSLY.**

(5) CITIZENS PARTICIPATION

There was none.



1111 Bayou
La Marque, Texas 77568
409.938.9202

(6) OLD BUSINESS

- a. Discussion/possible action and provide status of initiated Parks Board Projects (backup to be provided at meeting).

City Manager Carol Buttler reviewed the existing projects requested by the Parks Board that have/have not been completed according to Public Services. Kayak parking signs still need to be placed between the telephone poles and board member Al Reida's building. Two picnic tables need to be replaced at two of the shelters at Highland Bayou Park. Public Services is to have numbers placed at all the shelters at the parks to identify when needed. Ms. Buttler and Venisha Henderson will get together and create an updated list of projects that were visible at the parks during their site visit that was made to each city park.

- b. Discussion/possible action and provide status for Master Parks Plan/Grants (staff to provide maps of each park).

Maps were provided at the meeting of all the city parks and the Parks Board members approved all of them, except one, which was the Bayou City Park Map, due to it not being clear enough to see. Board Member Michael Bock suggested legal-sized laminated maps to have when needed.

(7) NEW BUSINESS

- a. Discussion/possible action regarding the Little League Baseball contract extension. Mr. Benavides was not in attendance at the meeting. **NO ACTION TAKEN.**

- b. Discussion/possible action regarding a proposed Soccer League Agreement.

Mr. Carlos Vela, Director of Premier Soccer League asked for permission to have his soccer league play at Highland Bayou "Mac" McGaffey Park. Chairman McGaffey referred him to the City Clerk to sign the updated Soccer League Agreement. In that agreement or contract, it stipulates that the Lessee is responsible for maintaining the fields in good condition during their agreement. After the agreement is revised and signed with this information, it will be referred to City Council to consider at their meeting in the April. Board Member Al Reida made a motion to approve Premier Soccer League to play at the soccer fields at Highland Bayou "Mac" McGaffey Park, and referred to City Council. Board Member Herbert Franklin seconded. **MOTION PASSED UNANIMOUSLY.**

- c. Discussion/possible action regarding type, number, placement of surveillance cameras in Parks.

Ms. Buttler stated that he had spoken to Kyle Hunter about the cameras and he was able to find inexpensive wireless cameras. Chairman McGaffey asked that the cameras be



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La Marque, Texas 77568
409.938.9202

placed at the entry of Mahan Park, as well as the entry at Highland Bayou Park by Board Member Al Reida's building, at the back of Highland Bayou Park and behind the baseball fields. Ms. Buttler said she would ask Mr. Hunter to create a schematic diagram for the layout of the locations of the cameras at the parks where the surveillance is needed. Chairman Mc Gaffey requested for La Marque Police Department dispatch to have access to surveillance at the parks to be able to watch the cameras. Board Member Michael Bock asked about the additional cost for Wi-Fi that would be needed for the wireless cameras. Ms. Buttler will get the quotes for the surveillance and Wi-Fi connections.

- d. Discussion/possible action regarding status of active/inactive Youth Football League agreements.
Board Member Herbert Franklin stated La Marque Cougars was insured by Bay Area Football League and is current, and that the La Marque Tigers were released from their contract. Bay Area Bears needs to update insurance with City Clerk. Ms. Buttler and City Clerk will go over all of the contracts and insurance to make sure they have all updated information for the leagues.
- e. Discussion/possible action regarding requests for FY 2017-2018 Budget.
City Manager Ms. Buttler went over FY 2016-2017 Budget from last year to get an update on everything that was or was not completed. The additional pump for the lift station at Highland Bayou Park will be purchased through Fund 24. The extension of the basketball court at Martin Luther King Jr. Park will have to be done by a contractor and this project will be put on the grant list.
- f. Discussion/possible action regarding next Parks Board meeting.
Al Reida made a motion to approve the meeting for the next Parks Board Meeting on April 20, 2017. Board Member Michael Bock seconded. **MOTION PASSED UNANIMOUSLY.**

(8) REQUESTS AND ANNOUNCEMENTS

(9) ADJOURNMENT

It was the consensus of the Board to adjourn the meeting at 8:08 P.M.

Mac McGaffey, Chairperson
Parks Board



1111 Bayou
La Marque, Texas 77568
409.938.9202

DRAFT



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Chief Kirk Jackson

Department: Police Department

Agenda item: 10a

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2017-009**, Repealing Sec. 44-2; Curfew for Minors, Chapter 44, of the Code Of Ordinances, City Of La Marque, Texas; and in its place adopting a new Sec. 44-2; establishing a curfew for any person under the age of seventeen years during certain hours **THIS IS THE FIRST READING**



Attachments for reference

1. Proposed ordinance with minor changes
2. Texas Local Government Code, Section 370.002
3. Current version of the ordinance

STAFF BRIEFING:

- According to the Local Government Code, a Home-Rule Municipality that adopts a “Juvenile Curfew Ordinance” shall review the effects on the community and or on any problems the ordinance was intended to remedy.
- This review should be done before the each third anniversary date of the ordinance.
- This item is presented in an effort to comply with the requirements set forth in the Local Government Code (LGC).
- After a review of the ordinance, minor changes to verbiage and a change to State statute reference is made.
- During the preceding three (3) years, there have been fifteen (15) minors cited for curfew violations.
- The proposed revision to the ordinance has been reviewed and approved by the City Attorney

HISTORY:

- **March 10, 2014** – La Marque City Council amended the previous Curfew ordinance and approved the current Ordinance No. O-2014-005.

TARGET IMPLEMENTATION: After adoption of a proposed ordinance on First Reading, conducting a Public Hearing, and adoption of the Ordinance on the Second Reading.

SIGNIFICANT ACTION DATES:

- **4/10/2017** - First Reading of the proposed ordinance
- **5/15/2017** - Conduct a Public Hearing and adopt the ordinance at Second Reading



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	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 adopt Ordinance No. **O-2017-009**, Repealing Sec. 44-2; Curfew For Minors, Chapter 44, of the Code Of Ordinances, City Of La Marque, Texas; and in its place adopting a new Sec. 44-2; establishing a curfew for any person under the age of seventeen years during certain hours **THIS IS THE FIRST READING**

FISCAL IMPACT: No financial burden anticipated as a result of the ordinance.

ORDINANCE NO. O-2017-009

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, REPEALING SEC. 44-2; CURFEW FOR MINORS, CHAPTER 44, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS; AND IN ITS PLACE ADOPTING A NEW SEC. 44-2; ESTABLISHING A CURFEW FOR ANY PERSON UNDER THE AGE OF SEVENTEEN YEARS DURING CERTAIN HOURS; MAKING IT UNLAWFUL FOR ANY PARENT OR PERSON IN LOCO PARENTIS ENTITLED TO CUSTODY OR CONTROL OF A MINOR TO VIOLATE THIS SECTION AND PROVIDING PENALTIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, there is a potential relationship between an increased number of crimes committed by juveniles and certain night time hours in the City of La Marque; and

WHEREAS, there is a potential relationship between an increased number of juvenile victims of crimes and certain night time hours in the City of La Marque;

WHEREAS, the City of La Marque wishes to promote the safety and the good order of the community by reducing the potential incidents of juvenile criminal activity and juvenile victims. NOW, THEREFORE

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

That Chapter 44, Section 44-2 of the Code of Ordinances of the City of La Marque is hereby repealed and in its place a new section 44-2 is hereby adopted which shall read as follows:

SECTION 44-2 (a) Curfew for Minors

For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not mere directory.

DEFINITIONS: For the purposes of this section, the following words or terms shall have the meaning ascribed thereto:

- (1) **Establishment.** Any privately-owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.
- (2) **Operator.** Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment; and whenever used in any clause prescribing a penalty, the term as applied to associations or partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.

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Juvenile Curfew

- (3) **Parent.** Any natural parent of a minor, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the minor has been placed by the natural parent or legal guardian.
- (4) **Public.** Place. Any public street, highway, road, alley, park, playground, public building, parkway or vacant lot.
- (5) **Remain.** To stay behind, to tarry and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more minors in which any minor included would not be using the public place or any ordinary or serious purpose such as passage or going home. To implement this definition with more precision and precaution, numerous exceptions will be provided hereinafter to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to minors with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.
- (6) **Minor.** Any person under the age of seventeen (17) years of age.
- (7) **Official City Time.** The prevailing local standard of time at the date in question, whether Central Standard Time or Daylight Savings Time, as observed by the public. The time maintained by the La Marque Police Department shall be prima facie evidence of the time of day for continued implementation of this article.
- (8) **Years of Age.** This term means the time from one birthday, such as sixteen, to the next, but not including the date of the next birthday. Thus, upon a person's seventeenth birthday, he or she will cease to be a minor regulated by this ordinance.

SECTION 44-2 (b) CURFEW

- (a) It shall be unlawful for any person under seventeen (17) years of age to purposely remain, walk, run, stand, drive or ride about in or upon any public place in the City of La Marque between the hours of 10:30 p.m. and 6:00a.m. on a Sunday, Monday, Tuesday, Wednesday, or Thursday and between the hours of 12:00 a.m. (midnight) and 6:00 a.m. on Friday or Saturday, times being local time in the City of La Marque; and,
- (b) 8:00 a.m. until 2:40 p.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; provided, however, the hours defined in this paragraph (l) shall not be considered as Curfew Hours for minors not subject to compulsory school attendance pursuant §25.085, Texas Education Code, nor shall the hours defined in this paragraph (l) be considered as Curfew Hours on days or during periods in which the school where the applicable minor is enrolled have been canceled under the order and direction of officials authorized to issue such orders and directives.

SECTION 44-2 (c) EXCEPTIONS

In the following exceptional cases, a minor in or upon any public place or in and upon any establishment shall not be deemed in violation of this article; this section is intended as a clear general guide for minors, their parents, and enforcement officials.

- (1) When the minor is accompanied by his or her parent, legal guardian, or authorized adult supervisor;
- (2) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the rights of assembly. It shall be deemed a bona fide exercise of such rights if the assembly, whether parade or demonstration, is conducted pursuant to bona fide religious, social, or school activities, or has been permitted by the City of La Marque pursuant to the code of ordinances of the City of La Marque.
- (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian, or supervisory adult, including travel to and from such location by a direct route;
- (4) When the minor is on the sidewalk at the place where such minor resides, or on the sidewalk of either next door neighbor, when said neighbor does not object such presence;
- (5) When the minor is engaged in employment, or any employment activities;
- (6) If married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;
- (7) All of the above cited exceptions to the curfew ordinance include travel to and from such activity by a direct route, and this article is in no way to be construed as a limitation upon normal travel by a minor engaged in interstate movement;
- (8) Each of the foregoing exceptions are severable and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of student government associations, school personnel, citizens, neighborhood spokesman, parents, officers, and persons in authority concerned positively with minors as well as juvenile delinquency.

SECTION 44-2 (d) PARENTAL RESPONSIBILITY

It shall be unlawful for a parent knowingly to permit a minor in his or her care to be or remain in any public place or to be or remain in any establishment other than for exempt activities during the curfew hours established by this article. The term "knowingly" includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a minor in such parent's custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of a minor's whereabouts during the hours of curfew established by this article.

SECTION 44-2 (e) POLICE PROCEDURE

- (a) A La Marque police officer, upon finding or having his or her attention called to any minor in or on a public place or in or on the premises of a business establishment in prima facie violation of this article, may, if there exists reasonable grounds to believe that the minor has engaged in delinquent conduct or conduct indicating a need for supervision in accordance with Section 51.03 and 52.01 of the Texas Family Code, take the minor into custody. A parent shall be immediately notified to pick up the minor upon his or her arrival to the La Marque Police Department. A police officer taking a minor into custody shall also have discretion to deliver such minor to a parent under circumstances deemed appropriate by the officer.
- (b) Upon picking up a minor in custody, said parent shall be interrogated about the circumstances of such activity of the minor. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, and impartial and uniform enforcement and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, a police officer on the street may use his or her best judgment in determining age. Police procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.
- (c) (c) In any event, a police officer shall within twenty-four (24) hours file a written report on the minor incident or shall participate to the extent possible in the preparation and filing of such report by his supervisor.
- (d) When a parent has come to take charge of a minor and the appropriate information has been received, the minor shall be released to the custody of such parent. If the parent cannot be located or fails to take charge of the minor, then the minor shall be released to any adult blood relative. However, the police department shall have the discretion to refuse to turn the child over to persons other than the natural parents or legal guardians, if circumstances warrant such refusal in their opinion.

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Juvenile Curfew

- (e) In the case of a violation of a minor not resulting in custody at the La Marque Police Department, the police department shall by certified mail notify the minor's parents of the violation of the minor and include a warning that subsequent violations will result in full enforcement of this article, including the enforcement of parental responsibility by criminal action.
- (f) A La Marque police officer taking into custody a person younger than seventeen (17) years of age for violation of the curfew herein set, shall, without necessary delay:
 - 1. Release the person to the person's parent, guardian or custodian;
 - 2. Take the person before a justice or municipal court to answer the charge; or
 - 3. Take the person to a place designated as a juvenile curfew processing office by the La Marque Chief of Police.

SECTION 44-2 (f) PENALTIES

Prevailing community standards as reflected by this article require the availability of criminal penalties in order for this article to be a viable instrument for the maintenance of such standards. Consequently, violation of this article by any person shall be deemed to be a misdemeanor punishable by a fine not exceeding five hundred dollars (\$500.00). Minors who shall violate the provisions of this article three (3) times shall be subject to appropriate action by juvenile authorities.

SECTION 44-2 (g) 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.

SECTION 44-2 (h) REVIEW OF JUVENILE ORDINANCE

Before the third anniversary of the date of an adoption of a juvenile curfew ordinance and every third year after, the governing body shall:

- (1) review the ordinance's effects on the community and on problems the ordinance was intended to remedy;
- (2) conduct public hearings on the need to continue the ordinance; and

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Juvenile Curfew

(3) abolish, continue, or modify the ordinance.

Failure to act in accordance with Section 44-2 shall cause the ordinance to expire upon the third anniversary date of adoption."

EFFECTIVE DATE: This ordinance shall take effect immediately after its Second and Final reading.

PASSED AND APPROVED by City Council of the City of La Marque on the First reading this _____ day of _____ 2017.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on the Second and Final reading this _____ day of _____ 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, City Clerk

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE C. PUBLIC SAFETY PROVISIONS APPLYING TO MORE THAN ONE
TYPE OF LOCAL GOVERNMENT

CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL AND
COUNTY HEALTH AND PUBLIC SAFETY

Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR
ORDINANCE. (a) Before the third anniversary of the date of
adoption of a juvenile curfew ordinance by a general-law
municipality or a home-rule municipality or an order of a county
commissioners court, and every third year thereafter, the
governing body of the general-law municipality or home-rule
municipality or the commissioners court of the county shall:

(1) review the ordinance or order's effects on the
community and on problems the ordinance or order was intended to
remedy;

(2) conduct public hearings on the need to continue
the ordinance or order; and

(3) abolish, continue, or modify the ordinance or
order.

(b) Failure to act in accordance with Subsections (a)(1)-
(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, Sec. 96, eff. May 31,
1995.

ORDINANCE NO. O-2014-005

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, REPEALING SEC. 44-2; CURFEW FOR MINORS, CHAPTER 44, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS; AND IN ITS PLACE ADOPTING A NEW SEC. 44-2; ESTABLISHING A CURFEW FOR ANY PERSON UNDER THE AGE OF SEVENTEEN YEARS DURING CERTAIN HOURS; MAKING IT UNLAWFUL FOR ANY PARENT OR PERSON IN LOCO PARENTIS ENTITLED TO CUSTODY OR CONTROL OF A MINOR TO VIOLATE THIS SECTION AND PROVIDING PENALTIES.

WHEREAS, there is a potential relationship between an increased number of crimes committed by juveniles and certain night time hours in the City of La Marque; and

WHEREAS, there is a potential relationship between an increased number of juvenile victims of crimes and certain night time hours in the City of La Marque;

WHEREAS, the City of La Marque wishes to promote the safety and the good order of the community by reducing the potential incidents of juvenile criminal activity and juvenile victims. NOW, THEREFORE

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

That Chapter 44, Section 44-2 of the Code of Ordinances of the City of La Marque is hereby repealed and in its place a new section 44-2 is hereby adopted which shall read as follows:

SECTION 44-2 (a) Curfew for Minors

For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not mere directory.

DEFINITIONS: For the purposes of this section, the following words or terms shall have the meaning ascribed thereto:

(1) **Establishment.** Any privately owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.

(2) **Operator.** Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment; and whenever used in any clause prescribing a penalty, the term as applied to associations or partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.

(3) **Parent.** Any natural parent of a minor, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the minor has been placed by the natural parent or legal guardian.

(4) **Public Place.** Any public street, highway, road, alley, park, playground, public building, parkway or vacant lot.

(5) **Remain.** To stay behind, to tarry and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more minors in which any minor included would not be using the public place or any ordinary or serious purpose such as passage or going home. To implement this definition with more precision and precaution, numerous exceptions will be provided hereinafter to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to minors with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.

(6) **Minor.** Any person under the age of seventeen (17) years of age.

(7) **Official City Time.** The prevailing local standard of time at the date in question, whether Central Standard Time or Daylight Savings Time, as observed by the public. The time maintained by the La Marque Police Department shall be prima facie evidence of the time of day for continued implementation of this article.

(8) **Years of Age.** This term means the time from one birthday, such as sixteen, to the next, but not including the date of the next birthday. Thus, upon a person's seventeenth birthday, he or she will cease to be a minor regulated by this ordinance.

SECTION 44-2 (b) CURFEW

(a) It shall be unlawful for any person under seventeen (17) years of age to purposely remain, walk, run, stand, drive or ride about in or upon any public place in the City of La Marque between the hours of 10:30 p.m. and 6:00 a.m. on a Sunday, Monday, Tuesday, Wednesday, or Thursday and between the hours of 12:00 a.m. (midnight) and 6:00 a.m. on Friday or Saturday, times being local time in the City of La Marque; and,

(b) 8:00 a.m. until 3:00 p.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; provided, however, the hours defined in this paragraph (1) shall not be considered as Curfew Hours for minors not subject to compulsory school attendance pursuant §21.032, Texas Education Code, nor shall the hours defined in this paragraph (1) be considered as Curfew Hours on days or during periods in which the school where the applicable minor is enrolled have been canceled under the order and direction of officials authorized to issue such orders and directives.

SECTION 44-2 (c) EXCEPTIONS

In the following exceptional cases, a minor in or upon any public place or in and upon any establishment shall not be deemed in violation of this article; this section is intended as a clear general guide for minors, their parents, and enforcement officials.

- (1) When the minor is accompanied by his or her parent, legal guardian, or authorized adult supervisor;
- (2) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the rights of assembly. It shall be deemed a bona fide exercise of such rights if the assembly, whether parade or demonstration, is

conducted pursuant to bona fide religious, social, or school activities, or has been permitted by the City of La Marque pursuant to the code of ordinances of the City of La Marque.

- (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian, or supervisory adult, including travel to and from such location by a direct route;
- (4) When the minor is on the sidewalk at the place where such minor resides, or on the sidewalk of either next door neighbor, when said neighbor does not object such presence;
- (5) When the minor is engaged in employment activities, such as, but not restricted to, newspaper delivery;
- (6) If married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;
- (7) All of the above cited exceptions to the curfew ordinance include travel to and from such activity by a direct route, and this article is in no way to be construed as a limitation upon normal travel by a minor engaged in interstate movement;
- (8) Each of the foregoing exceptions are severable and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of student government associations, school personnel, citizens, neighborhood spokesman, parents, officers, and persons in authority concerned positively with minors as well as juvenile delinquency.

SECTION 44-2 (d) PARENTAL RESPONSIBILITY

It shall be unlawful for a parent knowingly to permit a minor in his or her care to be or remain in any public place or to be or remain in any establishment other than for exempt activities during the curfew hours established by this article. The term “knowingly” includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a minor in such parent’s custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of a minor’s whereabouts during the hours of curfew established by this article.

SECTION 44-2 (e) POLICE PROCEDURE

- (a) A La Marque police officer, upon finding or having his or her attention called to any minor in or on a public place or in or on the premises of a business establishment in prima facie violation of this article, may, if there exists reasonable grounds to believe that the minor has engaged in delinquent conduct or conduct indicating a need for supervision in accordance with Section 51.03 and 52.01 of the Texas Family Code, take the minor into custody. A parent shall be immediately notified to pick up the minor upon his or her arrival to the La Marque Police Department. A police officer taking a minor into custody shall also have discretion to deliver such minor to a parent under circumstances deemed appropriate by the officer.
- (b) Upon picking up a minor in custody, said parent shall be interrogated about the circumstances of such activity of the minor. This is intended to permit ascertainment, under constitutional

safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, and impartial and uniform enforcement and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, a police officer on the street may use his or her best judgment in determining age. Police procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.

- (c) In any event, a police officer shall within twenty-four (24) hours file a written report on the minor incident or shall participate to the extent possible in the preparation and filing of such report by his supervisor.
- (d) When a parent has come to take charge of a minor and the appropriate information has been received, the minor shall be released to the custody of such parent. If the parent cannot be located or fails to take charge of the minor, then the minor shall be released to any adult blood relative. However, the police department shall have the discretion to refuse to turn the child over to persons other than the natural parents or legal guardians, if circumstances warrant such refusal in their opinion.
- (e) In the case of a violation of a minor not resulting in custody at the La Marque Police Department, the police department shall by certified mail notify the minor's parents of the violation of the minor and include a warning that subsequent violations will result in full enforcement of this article, including the enforcement of parental responsibility by criminal action.
- (f) A La Marque police officer taking into custody a person younger than seventeen (17) years of age for violation of the curfew herein set, shall, without necessary delay:
 - 1. Release the person to the person's parent, guardian or custodian;
 - 2. Take the person before a justice or municipal court to answer the charge; or
 - 3. Take the person to a place designated as a juvenile curfew processing office by the La Marque Chief of Police.

SECTION 44-2 (f) PENALTIES

Prevailing community standards as reflected by this article require the availability of criminal penalties in order for this article to be a viable instrument for the maintenance of such standards. Consequently, violation of this article by any person shall be deemed to be a misdemeanor punishable by a fine not exceeding five hundred dollars (\$500.00). Minors who shall violate the provisions of this article three (3) times shall be subject to appropriate action by juvenile authorities.

SECTION 44-2 (g) 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.

SECTION 44-2 (h) REVIEW OF JUVENILE ORDINANCE

Before the third anniversary of the date of an adoption of a juvenile curfew ordinance and every third year after, the governing body shall:

- (1) review the ordinance's effects on the community and on problems the ordinance was intended to remedy;
- (2) conduct public hearings on the need to continue the ordinance; and
- (3) abolish, continue, or modify the ordinance.

Failure to act in accordance with Section 44-2 shall cause the ordinance to expire upon the third anniversary date of adoption."

PASSED AND APPROVED on the first reading this 24th day of February 2014.

PASSED AND APPROVED on the second reading this ____ day of ____ 2014.

Bobby Hocking, Mayor
City of La Marque, Texas

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Agenda item: 10b

Prepared by: Charlene Warren

Reviewed by: Carol Buttler

Department: Emergency
Management

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2017-0012**, approving the 2016-2020 Galveston County Multi-Jurisdiction Hazard Mitigation Plan, as required by FEMA every five years.



Attach for reference

1. Resolution
2. FEMA Letter - Approval Pending Adoption
3. 2016-2020 Galveston County Multi-Jurisdiction Hazard Mitigation Plan

STAFF BRIEFING:

- Under the Federal Disaster Mitigation Act of 2000, Hazard Mitigation Plan updates are required every five (5) years.
- The last update was approved in 2011 and expired in 2016.
- In October 2015, key staff members joined representatives from Galveston County and nine (9) other local municipalities to begin the process of updating the Galveston County Multi-Jurisdiction Hazard Mitigation Plan.
- The goal of the Plan is to minimize or eliminate long-term risks to human life and property from known hazards by identifying and implementing cost-effective mitigation actions.
- A consultant selected by Galveston County (True North Emergency Management), assisted participating jurisdictions in reviewing and revising the Plan, at no cost to the City of La Marque.
- Mitigation actions were prioritized based on hazards which are understood to present the greatest risk to lives and property.
- Once approved, the City may solicit funding for mitigation grant projects, as available.
- Jurisdictions covered under the Plan will meet at least annually to review the Plan.

HISTORY:

- **May 9, 2011** – City Council approved the 2011-2016 Galveston County Hazard Mitigation Plan Update

TARGET IMPLEMENTATION: April 11, 2017

SIGNIFICANT ACTION DATES:

- **October 19, 2015** – Planning Committee Kick-off Meeting
- **October 19, 2015** – November 22, 2015 – Online Survey



CITY COUNCIL AGENDA FORM

- **January 5, 2016** – Mitigation Strategy Workshop
- **January 6, 2016** – Public Input, Lowe's Texas City
- **February 29, 2016** – Draft Plan Review
- **February 16, 2017** – FEMA Letter - Approval Pending Adoption

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 adopt Resolution No. **R-2017-0012**, approving the 2016-2020 Galveston County Multi-Jurisdiction Hazard Mitigation Plan, as required by FEMA every five years.

FISCAL IMPACT: N/A

RESOLUTION NO. R-2017-0012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
APPROVING THE 2016-2020 GALVESTON COUNTY MULTI-JURISDICTION
HAZARD MITIGATION PLAN, AS REQUIRED BY FEMA EVERY FIVE YEARS**

WHEREAS, natural hazards in the City of La Marque historically have caused significant disasters with loss of property and damage to natural resources and have the potential for loss of life; and

WHEREAS, in response to natural disasters and the Federal Disaster Mitigation Act of 2000, the City of La Marque participated in and adopted the Houston-Galveston Area Council (HGAC) Hazard Mitigation Action Plan (HMAP), approved by the Federal Emergency Management Agency (FEMA) in 2006; and

WHEREAS, FEMA requires that communities update an approved HMAP every five (5) years to remain eligible for the full range of pre-disaster and post-disaster federal funding for mitigation; and

WHEREAS, the City of La Marque has assessed potential risks and hazards and is committed to planning for a sustainable community by reducing the long-term consequences of natural and man-made hazards through the development of a Hazard Mitigation Plan Update (“Plan Update”); and

WHEREAS, the Plan Update outlines mitigation goals and objectives and identifies risk reduction strategies; and

WHEREAS, FEMA has approved the Plan Update and adoption by the City of La Marque is necessary to remain eligible for federal pre- and post-disaster funding;

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

Section 1. That the 2016-2020 Galveston County Multi-Jurisdiction Hazard Mitigation Plan Update is approved in its entirety.

Section 2. That the City of La Marque will pursue available funding opportunities for the implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions outlined in the mitigation strategies.

Section 3. That the City of La Marque vests with the Mayor and City Manager the responsibility, authority and means to inform all parties of this action; assure that the Plan Update will be reviewed at least annually; and that any major adjustments or revisions will be presented to City Council for consideration.

Page 2, Resolution No. R-2017-0012
Approving the 2016-2020 Hazard Mitigation Plan Update

Section 4. That the City of La Marque agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

PASSED, APPROVED AND ADOPTED, by the City Council of the City of La Marque on this the ____ day of _____, 2017

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis Ortego, City Attorney



FEMA

February 16, 2017

Ms. Sandra Fulenwider
State of Texas
Texas Division of Emergency Management
P.O. Box 4087
Austin, TX 78773-0220

RE: Approvable Pending Adoption of the Galveston County, Texas Multi-Jurisdiction
Hazard Mitigation Plan.

Dear Ms. Fulenwider:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR Part 201.6). Formal approval of this plan is contingent upon the adoption by resolution by the participants on Enclosure A, as well as the receipt of a CD containing all components of this plan.

Adopting resolutions must be submitted to this agency for review and approval no later than 90 days from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements.

If you have any questions, please contact Jamie Leigh Price, HM Community Planner, at (940) 898-5440.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhnen", is written over a horizontal line.

Ronald C. Wanhnen
Chief, Risk Analysis Branch

Enclosure

cc: Marty Chester, R6-MT-HM
Connie Dill, R6-MT-HM

Enclosure A

**Galveston County, Texas
Multi-Jurisdiction
Hazard Mitigation Plan Participants**

Attached is the list of approved participating governments included in the February 09, 2017 review of the referenced Hazard Mitigation plan.

Participating Governments

- 1) Bayou Vista city
- 2) Clear Lake Shores city
- 3) Friendswood city
- 4) Galveston County
- 5) Hitchcock city
- 6) Jamaica Beach city
- 7) Kemah city
- 8) La Marque city
- 9) League City city
- 10) Santa Fe city
- 11) Tiki Island village

Adoption Submittal (Final)

Region 6 recommends that all jurisdictions refrain from adopting a plan until it has received an Approvable Pending Adoption status from FEMA. Following the issuance of Approvable Pending Adoption letter, all participants are provided 90 days to adopt the plan and submit it through the state to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

- Include a state transmittal letter containing:
 - Plan name, sub-grantee, FEMA funding source, grant or disaster number, and project number, as applicable.
 - Information on enclosed adoptions.
- Include an electronic (CD) version containing the final plan formatted as a single document, and all signed resolutions as an additional single document on the disk.
 - Track changes, strikethroughs, highlights must be removed from the final plan.
 - A bound paper copy of the plan is not required for this submittal.
 - Plan must be dated to final adoption month and year.
- E-mail submittals will not be accepted.
- Submittals which do not conform to the above requirements will be returned to the State for resubmission.

**DUE TO THE VOLUME OF
THE DOCUMENT, A COPY
OF THE 2016-2020
GALVESTON COUNTY
MULTI-JURISDICTION
HAZARD MITIGATION
PLAN IS AVAILABLE FOR
REVIEW IN THE CITY
CLERK'S OFFICE**



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 10c

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion – Staff Report providing update of Public Services work projects to include, but not limited to, a discussion of the H-GAC Buy Board as an option in the selection of contractors/vendors for the upcoming Sanitary Sewer Overflow Program, update of discussions with MOTCO Trust Group.

☒ X

Attach for reference

- H-GAC Contract Form
- H-GAC Buy Board from IPR (PM Construction)'s perspective
- Contract between H-GAC and IPR (PM) Construction

STAFF BRIEFING:

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Discussion | |

- ☒ 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: For discussion only.

FISCAL IMPACT: n/a



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: _____

Permanent Number assigned by HGAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State 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.

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

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; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

rev. 03/11

***Request for Information**

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O.Box 22777, Houston, TX 77227-2777.

Name of End User Agency : _____ **County Name :** _____
(Municipality / County / District / etc.)

Mailing Address : _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : _____ **FAX Number:** _____

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____ **Title:** _____
(City manager / Executive Director / etc.) **Ph No.:** _____
Mailing Address: _____
(Street Address/P.O. Box) **E-Mail Address :** _____

(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(Purchasing Agent/Auditor etc.) **Ph No.:** _____
Mailing Address: _____ **Fx No.:** _____
(Street Address/P.O. Box) **Email Address :** _____

(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(Public Works Director/Police Chief etc.) **Ph No.:** _____
Mailing Address: _____ **Fx No.:** _____
(Street Address/P.O. Box) **Email Address :** _____

(City) (State) (ZIP Code)

Official Contact: _____ **Title:** _____
(EMS Director/Fire Chief etc.) **Ph No.:** _____
Mailing Address: _____ **Fx No.:** _____
(Street Address/P.O. Box) **Email Address :** _____

(City) (State) (ZIP Code)

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
IPR SOUTH CENTRAL LLC
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **IPR South Central LLC**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 7600 South Santa Fe Dr., Building E, Houston, Texas 77061.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Trenchless Pipeline Rehabilitation Services** Contract to become effective as of July 1, 2015, and to continue through June 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Trenchless Pipeline Rehabilitation Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Trenchless Pipeline Rehabilitation Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No:TP07-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No:TP07-15, including but not limited to, prices and options offered

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 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** 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 4: 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.

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**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 **H-GAC**. **H-GAC** 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. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**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 **END USER** under this Contract. **H-GAC**, 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 five (5) 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 **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) 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 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All 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 12:**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 Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his 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 Executive Director of **H-GAC**. 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 Executive Director 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 Executive Director 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 **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: 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 Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements **DO NOT** include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** 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 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/**

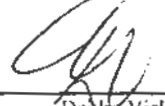
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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

Signed for **Houston-Galveston**
Area Council, Houston, Texas:

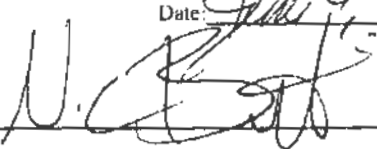

Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:


Denise Vick, Director of Public Services

Date: June 4, 2015

Signed for **IPR South Central LLC**
Houston, Texas:

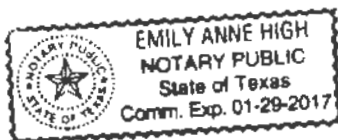

Printed Name & Title: NICK BANCHETTI - GENERAL MANAGER

Date: 5/29 2015

Attest for **IPR South Central LLC**
Houston, Texas:


Printed Name & Title: Emily High Office Manager

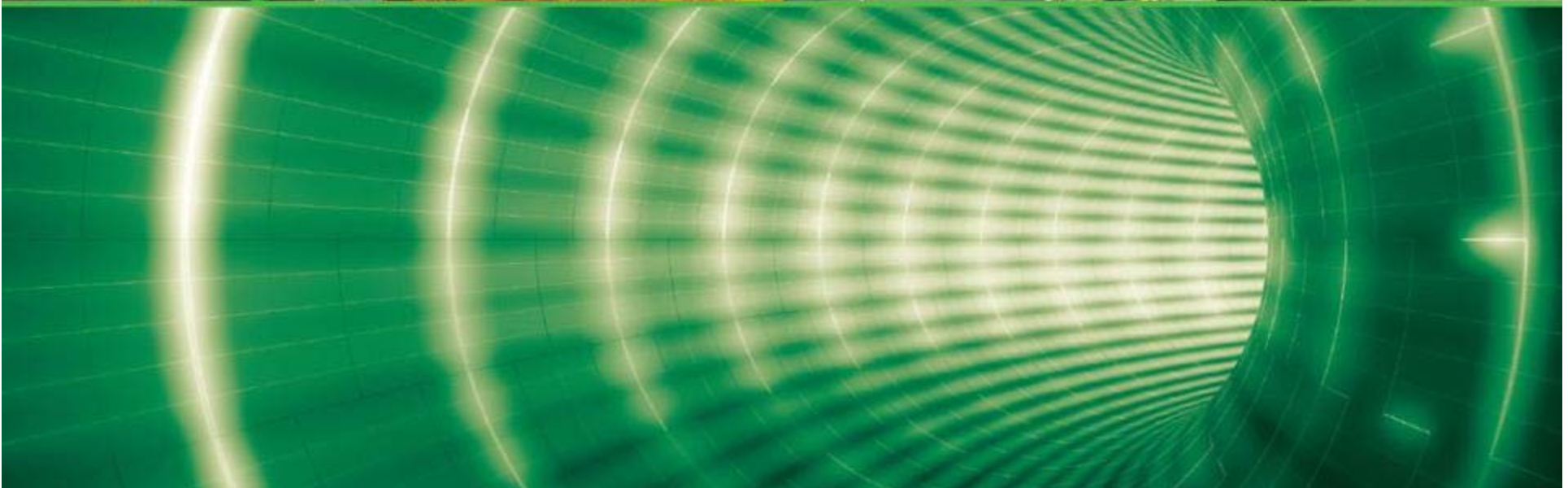
Date: 5/29 2015





HGAC Buy Overview

THE SCIENCE OF UNDERGROUND SOLUTIONS.





THE SCIENCE OF UNDERGROUND SOLUTIONS.

Contents

- What is HGAC
- How HGAC Buy Works
- What does HGAC Buy Mean for IPR
- How to Use HGAC Buy
- Who is Eligible to Use HGAC Buy Pricing



THE SCIENCE OF UNDERGROUND SOLUTIONS.

What is HGAC Buy

- The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials from the 13 county region.
- **The H-GAC Board awards contracts for the purchase of material and services, which can then be made available to local governments nationwide thru HGAC Buy**
- The Texas Interlocal Cooperation Act permits joint participation by local governments, states, state agencies, and certain non-profit corporations.
 - **Most states have interlocal cooperation authority** or other joint power provisions that allow participation in cooperative activities.

<http://www.hgacbuy.com/>



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How HGAC Buy Works

- HGAC is active throughout the United States and provide more than 7,497 members with 40 major categories of products and services from more the 750 contractors
- HGAC Buy receives competitive bids for a wide range of products and services from over 5,000 suppliers/contractors
- End users (state and local governments) can issue a purchase order based on competitively set prices for services and products without the need for a formal bid process from the local agency
- HGAC Buy currently has over 2,700 registered end users in 48 states nationwide.
 - This includes local municipalities and airports

How HGAC Buy Works

- Cooperative purchasing has become a valuable tool used by state governments to come together to cooperatively procure goods or services in a more cost effective way.
- Forty-two states responding to the 2012 Survey of State Procurement Practices indicated that they have legal authority for any cooperative purchasing.



How HGAC Buy Works

How Authority is Effectuated	Responding State
State and local government entities are permitted to use the cooperative purchase agreements directly without requiring approval from the central procurement office	AL, IN, PA, WI
A written agreement or contract executed by the central procurement office on behalf of state and local government entities and the contractor that formally adopts the cooperative purchase contract (commonly referred to as piggy-backing)	AK, AR, AZ, CA, CT, DC, GA, HI, IA, KS, LA, MA, MD, ME, MN, MO, MS, MT, NC, ND, NE, NV, NZ, OH, OK, OR, SC, SD, TN, TX, VA, VT, WA, WV
Other	FL, ID, MI



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What HGAC Buy Means for IPR

- IPR was awarded a contract based on competitive pricing submitted for Pipe Bursting, CIPP Lining (pressure, gravity and waterline), EcoCast, CCTV and Cleaning, By Pass Pumping, MH Rehabilitation, Slip Lining, Excavation, Directional Drilling, Restoration, and Mobilization
- Registered end users with HGAC can issue a purchase order for our services without solicitation of a bid utilizing set pricing
 - In addition IPR can provide services not listed with HGAC up to 25% of the total contract (i.e. manhole rehab, open cut work, traffic control, by pass, ect)



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How to Use HGAC Buy - Purchasing

- Proposals are submitted to the client along with HGAC Buy from attached
- When a P.O. is ordered HGAC Buy is notified
- IPR deals directly with the client during the completion of the project
- After IPR receives payment for the project, IPR is billed by HGAC Buy for the use of the service.
- **Its that easy!**



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How to Use HGAC Buy – Becoming a User

- In order to participate in HGAC Buy, you must:
 - Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
 - Possess legal authority to enter into the Contract.



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How to Use HGAC Buy – Process of Becoming a User

Steps For Completion And Processing:

Step 1:

Fill in all required information, including the date your governing body authorized and print two copies of the appropriate **HGAC Buy ILC** Form.

Step 2:

Secure signature by an individual with authority to contractually bind your entity.

Step 3:

Send both documents with original signatures to HGAC Buy at the address indicated on the ILC Form.

Step 4:

HGAC Buy will execute both copies of the contract and return one to you.

Who is Eligible to Use HGAC Buy Pricing

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, and Universities
- Hospitals, Hospital Districts
- Emergency Medical Services and Services Districts
- Prevention Districts
- Emergency Communication Districts
- Utility Districts (MUDs, WCIDs, Irrigation)
- Authorities (Airport, Port, River, Water, Toll Road)



CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 10d

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the City Manager to execute an engineering design and construction services agreement with LJA Engineering for Sanitary Sewer Rehabilitation Program in the amount of \$134,195.00.

X

Attach for reference

1. Agreement for Engineering Services
2. Maps of Project areas

STAFF BRIEFING

- Funding for these projects comes from the Council-approved Certificate of Obligation Bond funds.
- These projects would assist the City's Sanitary Sewer Overflow (SSO)-related obligations already committed to Texas Commission on Environmental Quality (TCEQ).
- Additionally, this project is vital as reported in the Cobb/Fendley study.
- Repair of these lines will greatly assist flow over a wide area.
- The bid results will be presented to City Council for their approval and subsequent project implementation.
- LJA Engineering is the City's engineer of record and has been active in the community for many years, having engineered the totality of the \$4m +/- of Disaster Recovery Grant Funds.
- City Finance Director has reviewed and approved.

HISTORY:

- The Cobb/Fendley Sanitary Sewer Study reviewed the City's system and ranked the areas in need from 1 (will need attention in the future) to 5 (needs immediate attention).
- It is anticipated that the CO Bond Funds allocated for the SSO program will assist in the elimination of the 4's and 5's needs identified in the study.
- The lines being addressed have been identified as a 5.

TARGET IMPLEMENTATION: It is anticipated that bid results could be available for City Council's consideration early summer, 2017.

SIGNIFICANT ACTION DATES:

October 1, 2016 - Council-approved budget



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	\$2.5 million
Actual Bid	
Estimated Expenditure	Est. \$515,000.00
Acct. Name(s)	2016 CO SSO
Line Items #	47-7003-24-00-SSO
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to authorize the City Manager to execute an engineering design and construction services agreement with LJA Engineering for the Sanitary Sewer Rehabilitation Program in the amount of \$134,195.00

FISCAL IMPACT: A \$134,195.00 initial outlay for engineering design with actual construction costs to be determined.

LJA Engineering, Inc.



11821 East Freeway
Suite 360
Houston, Texas 77029

Phone 713.450.1300
Fax 713.450.1385
www.ljaengineering.com

March 3, 2017

Les Rumburg
Public Works Director
City of La Marque
1500 Municipal Drive
La Marque, Texas 77568

Re: Assignment Letter for Engineering Services for the Design and Construction of the
Sanitary Sewer Rehabilitation
LJA Proposal No. 17-00479

Dear Mr. Rumburg:

LJA Engineering Inc. (LJA) is pleased to present this Assignment Letter for Engineering and Construction Services for the replacement of an 8-Inch, 10-Inch, and 15-Inch gravity line. The Agreement, dated June 17, 2004, specifies the general requirements, terms and other conditions, while this letter details the specific elements of service to be performed under this authorization.

In the Alley South of McKinney Drive from Vauthier Street to Kenneth Street
Approximately 540 Linear Feet

In the Alley South of Steveroy Street from Vauthier Street to Kenneth Street
Approximately 540 Linear Feet

Along Richards Courts from Texas Avenue to the end of the line
Approximately 439 Linear Feet

Along Lake Park Drive from halfway to the end of the line
Approximately 548 Linear Feet

Along Jackson Street from halfway to the end of the line
Approximately 500 Linear Feet

Along Howell Street between Dalian Street and Beyris Street
Approximately 872 Linear Feet

Along Scott Street from Ryan Street to Bayou Street and from Bayou Street to the end
of the line
Approximately 2,119 Linear Feet

Along 12th Avenue between the alley behind Orange Street to Main Street
Approximately 164 Linear Feet

In the Alley South of Orange Street from 11th Avenue to 12th Avenue
Approximately 302 Linear Feet

In the Alley South of Plum Street from 11th Avenue to 10th Avenue
Approximately 307 Linear Feet

In the Alley North of Walnut Street from 6th Avenue to 7th Avenue
Approximately 373 Linear Feet

In the Alley North of Beech Street from 4th Avenue to 6th Avenue
Approximately 789 Linear Feet

Along 3rd Avenue between Ruslee Street and Banana Street
Approximately 728 Linear Feet

Along 4th Avenue between Cherry Street and Plum Street
Approximately 1,040 Linear Feet

ELEMENTS OF SERVICE

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing gravity lines.
3. Establish the scope of any special surveys which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare a recommendation letter for City Council action.
5. Prepare final contract document for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Project Representative: Provide the services of a project representative to observe the work of the Contractor to determine if the Contractor is performing the work in general accordance with the approved plans and specifications.
2. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Agreement dated the 17th day of June 2004.

- A. Preliminary and Design Phases: Per Section 5, Paragraph 5.1.3 "Lump Sum Charge."
Based on the scope of services, our fee will be a lump sum amount of \$81,860.00.

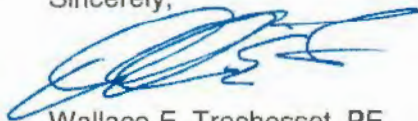
- B. Bidding Phase: Per Section 5, Paragraph 5.1.3 "Lump Sum Charge." Based on the scope of services, our fee will be a lump sum amount of \$5,120.00.
- C. Construction Phase: Per Section 5, Paragraph 5.1.3 "Lump Sum Charge." Based on the scope of services, our fee will be a lump sum amount of \$15,340.00.
- D. Additional Services:
1. Project Representative: Per Section 5, Paragraph 5.1.4.4, "Resident Project Services." Based on the project's estimated construction time, the fee will be approximately: \$29,875.00
 2. Record Drawings: Per Section 5, Paragraph 5.1.3, "Lump Sum Charge." Based on the scope of the project, the lump sum fee will be: \$2,000.00.

This fee does not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long distance phone charges). We recommend a budget of \$3,500.00 be set for the actual reimbursable expenses incurred on the project.

ACCEPTANCE AND AUTHORIZATION

If the above Elements of Service and Basis of Compensation are satisfactory to you, we will consider your acceptance in the space provided below and return of a signed copy to us as our Authorization to Proceed. We appreciate the opportunity to be of continuing service to the City of La Marque.

Sincerely,



Wallace E. Trochesset, PE
Vice President

ACCEPTED:

City of La Marque

By: _____

Date: _____



Mark E. Havran, PE
Project Manager







LEGEND

SEWER BOND

SCALE IN FEET

CITY OF LA MARQUE
SANITARY SEWER
BOND REHABILITATION

EXCESS SEWER BOND

LJA Engineering, Inc.
11011 East Freeway
Suite 100
Houston, Texas 77036
Phone: 713.666.1200
Fax: 713.666.1205
E-Mail: info@ljaeng.com
Web: www.ljaeng.com





CITY COUNCIL AGENDA FORM

Meeting Date: April 10, 2017

Prepared by: Les Rumburg

Department: Public Services

Agenda item: 10e

Reviewed by: Carol Buttler

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing City of La Marque participation in the cost share of installation of Sanitary Sewer Main and manhole on FM 1764 in an amount not to exceed \$22,450.00.

X

Attach for reference:

1. Quotes
2. Map of location

STAFF BRIEFING:

- High Point Storage is an approved construction project developing on FM 1764.
- The approved plans called for the developer to connect to an existing sewer line in the ROW of FM 1764 having received TxDOT approval.
- After it was determined that there was not, in fact, an existing line, the developer considered putting in a septic system versus connecting to the municipal line.
- In visiting with the County Health District, developer may have the authority and ability to meet the requirements for a septic installation.
- As it is believed to be in the best interest of the City to have developer connect to the municipal system, participation by the City is deemed necessary.
- Connection to the system at this time would be conducive to future development of the property to the east by providing them access to municipal sanitary sewer.
- It would be more cost efficient for the City to participate at this time (50% of the \$44,900.00) than at a future date if/when development is being considered and the cost of materials have increased and the City may have to consider funding the full cost.
- The request is for the City to share in the cost at a 50/50 ratio, meaning the City portion is \$22,450.00.
- Project cannot be granted a Certificate of Occupancy (CO), nor reimbursed the City's participation in funding, until sewer service is installed, inspected and approved to meet City specifications.
- Meets with approval of City Finance Director

HISTORY:

- 09/16 – Construction of High Point Storage begins
- 04/17 – Anticipated opening

TARGET IMPLEMENTATION: Upon authorization by City Council

SIGNIFICANT ACTION DATES:



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	\$0.00-
Actual Bid	\$44,900.00
Estimated City Expenditure	\$22,450.00
Acct. Name(s)	Sanitary System Connect FM 1764
Line Items #	02-7113-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize City of La Marque participation in the cost share of installation of Sanitary Sewer Main and manhole on FM 1764 in an amount not to exceed \$22,450.00.

FISCAL IMPACT: \$22,450.00. Funding will be drawn from Utility Fund - Fund Balance and will be part of year end budget amendment for Council approval.

Les Rumburg

From: Brandon Garlock <brandon@wycoffdevelopment.com>
Sent: Friday, March 3, 2017 9:17 AM
To: Chuck Gussler; Les Rumburg
Cc: John Wycoff
Subject: Sanitary Sewer Proposals
Attachments: WycoffSanitarySewerProposal.pdf; LucasSanitarySewerProposal.pdf

Check & Les.

Attached is our proposal along with another proposal from another contractor to perform the sanitary sewer work that was discussed in our last meeting. Please let us know if you have any questions or concerns.

Thanks,
Brandon

--

Brandon Garlock
Wycoff Development & Construction, LLC
Project Coordinator
O: (281) 334-4472 | C: (713) 837-6737

PROPOSAL

Name/Reference

Sanitary Sewer Main

Date

3/1/2017

Project

Highpoint LaMarque Storage

Includes the following:

Qty.	Units	Description
410	Linear Feet	8" SDR 26 Piping Set and Backfilled With Stabilized Sand
1	Each	Sanitary Manhole
1	Each	Tie-In to Existing Manhole
525	Square Feet	Sawcut, remove, and replace concrete at existing approach

*excludes testings

Total Cost..... \$44,900.00



March 2, 2017

Wycoff Development & Construction LLC
P.O. Box 1059
Kemah, TX 77565

Attn: Brandon Garlock

Re: Highpoint La Marque Storage

Mr. Garlock,

Lucas Construction Company proposes to provide labor, materials, equipment, insurance, supervision and layout necessary to complete the work listed below for the amount of \$49,700.00.

- Install 410 LF of 8" SDR 26 Pipe and backfill with stabilized sand
- Install 1 Sanitary Manhole
- Tie in to 1 existing Manhole
- Sawcut, Remove and Replace 525 SF of concrete at existing approach

The work excludes: testing, bonds, permits and landscaping.

If you have any questions please give us a call.

Sincerely,

A handwritten signature in cursive script that reads "Willis Lucas".

Willis Lucas
President
Lucas Construction Company, Inc.

- SURVEY NOTES:
1. BEARING BASIS: 3179/852, D.R.G.C.
 2. SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS
 3. SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED PROPERTY
 4. UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY
 5. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS
 6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT/COMMITMENT. ADDITIONAL BUILDING SETBACK LINES, EASEMENTS OR RIGHTS-OF-WAY MAY APPLY
 7. SUBJECT TO ZONING AND BUILDING ORDINANCES ENFORCED BY LOCAL MUNICIPALITIES
 8. ALL ELEVATIONS BASED ON NGS AW-0475, NAVD88
 9. ADJUSTMENT FACTOR TO NAVD 1929, 73 ADJUSTMENT = +0.31'

SANITARY SEWER & WATER LEGEND

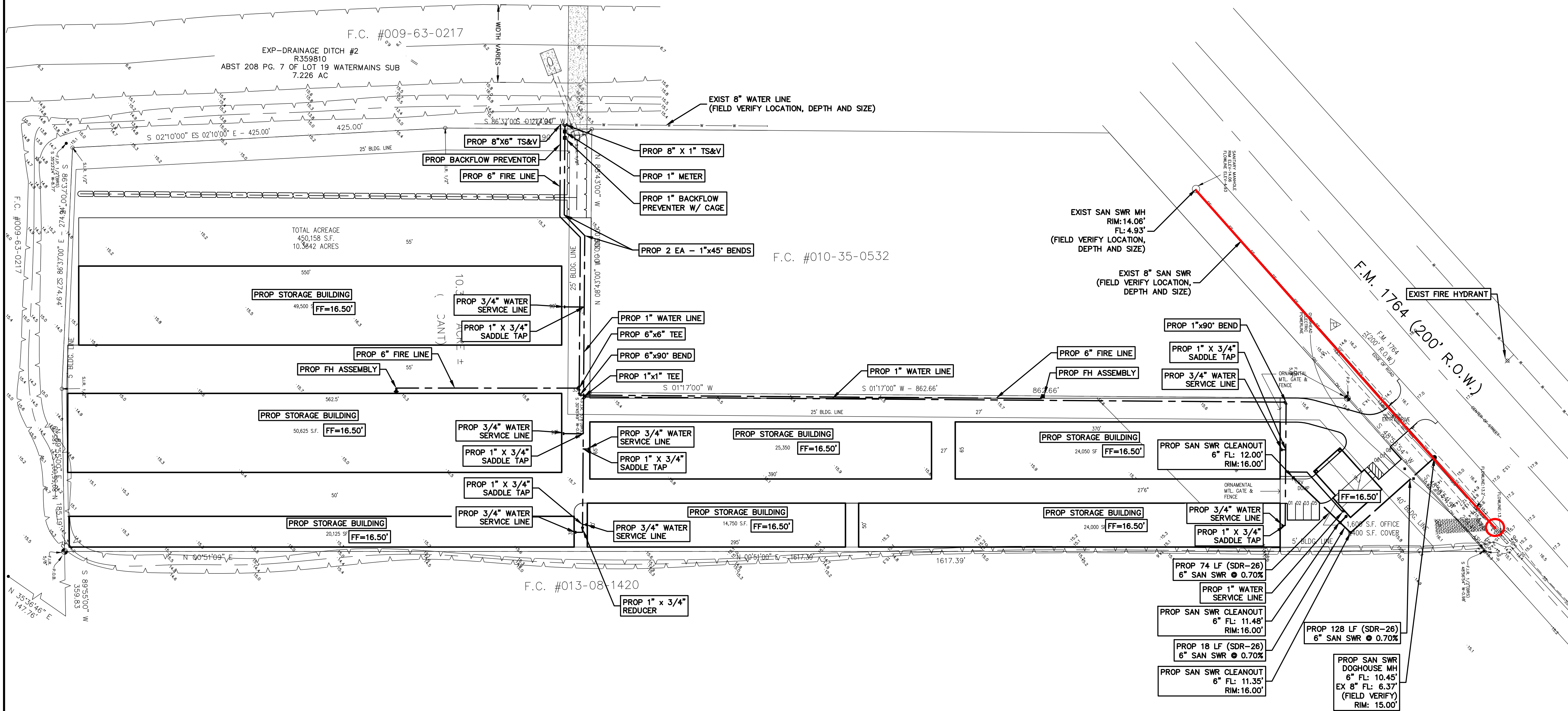
- GATE VALVE
- FIRE HYDRANT ASSEMBLY
- SANITARY SEWER MH
- SANITARY SEWER CLEANOUT
- SANITARY SEWER SEWER LINE
- WATER LINE

60 0 60 120 240 Feet
SCALE: 1"=60'

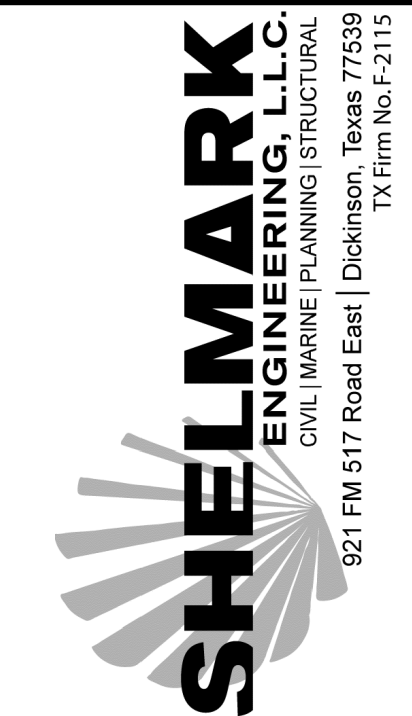


FLOOD NOTE
FLOOD ZONE: C
PANEL #: 485486 005D
EFFECTIVE DATE: 2-16-83

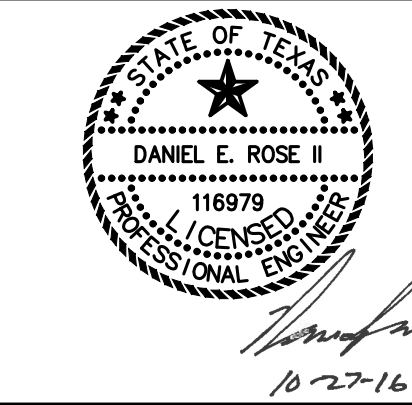
△ = PROJECT BENCHMARK
SET 1/2" IRON ROD
ELEVATION: 16.3



PROJECT:



ISSUED FOR	08/16/16
REVIEW	09/02/16
CITY COMMENTS	09/28/16
CITY COMMENTS	10/27/16
DD #2 COMMENTS	



DWG NAME:
SANITARY SEWER AND
WATER PLAN

DWG:

C1.02

SCALE:
1:60

JOB NO: 16-196 REV: C



**CITY OF LA MARQUE
INTER-DEPARTMENTAL
COMMUNICATION**

**To act in the best interest of the City
To consistently demonstrate respect to Staff
To invest our resources effectively for our future
To handle our disagreements/conflicts in a
Respectful manner that keeps our Image
Positive with the public and each other**

TO: Honorable Mayor Hocking and City Councilmembers
FROM: April 10, 2017
SUBJECT: City Manager Report - **March 2017 Activity**

a. Judicial

- See report attached.

b. Police

- **Staffing Level**

There are six (6) full-time vacancies in the Telecommunications Section. We have two (2) full-time operational TCOs, the Telecommunications Supervisor, and five (5) part-time TCOs. The Police Department is actively interviewing and vetting applicants for Telecommunicator. The Police Department sworn police personnel is at full staffing; however, we have three officers in training now (one is anticipated to be completed with training no later than April 15th). A full staff of Patrol Officers will not be realized until the remaining two have completed training. A Civil Service entrance examination was administered on March 22nd. Four (4) candidates passed the entrance exam and are on that eligibility list.

- **Training**

The following individuals attended training during the month of February of 2017:

- Detective E. Arredondo attended Basic Police Instructor
- Officer M. Cypert attended Radar Certification

- **Operations**

In the month of February, the La Marque Police Department generated 2,302 calls for service. Of those calls for service, 1,344 (approximately 58%) were "self-initiated." Citizen calls to the Police Department accounted for 953 (approximately 42%) of the total calls for service. There was an average response time of 7 minutes (6:45) and an average time spent on calls of about 37 minutes (36:38).

During the month of February, the La Marque Clean City Commission funded litter pick-up program did not conduct any operations. Recently, there have been no Galveston Probationers who showed up for the litter pick-up operations which is regularly held on the 1st and 3rd Saturdays of every month. The Clean City Commission will request the Municipal Court Judge assign community service workers to supplement the staffing of the litter pick-up operations from this point on.

- **OVERTIME UTILIZATION**

The Police Department has been operating with three (3) functional Peace Officer vacancies (those 3 Peace Officers have been in training) and six (6) full-time Telecommunicator vacancies. A significant amount of overtime is necessary to fill the vacant slots, supplemented by part-time Telecommunicators. There have been several priority investigations recently that necessitated overtime. Late calls and court appearances also contribute to overtime expenditures.

- c. **Fire**

- **Personnel:**

The LMFD is now at full authorized strength. All personnel are fully certified by the Texas Commission on Fire Protection as structural Fire Fighters and State Department of Health Services as Emergency Medical Technicians. One (1) Fire Fighter remains in a long term “light duty” status resultant from an OJI in September 2016.

- **Operations:**

All apparatus are currently operational with the exception of Engine 2 which has been declared a “total loss” by TML following an accident on IH 45 which resulted in a fatality when a motorcycle struck the apparatus during an emergency response. A claim has been filed with the Driver’s insurance carrier who has accepted liability; however, liability coverage is limited to \$25,000.00. TML is subrogating the claim and attendant loss. Final disposition of the Apparatus remains uncertain at this time. Existing 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.

- **Training:**

Two Fire Fighters are enrolled in an Advanced / Paramedic Emergency Medical Technician curriculum; one at COM and the other at Alvin Community College. Completion is anticipated at the conclusion of the fall semester in 2017 with National Registry examinations to follow. Three (3) Fire Fighters have commenced EMT-Advanced training / certification at Galveston College which began on January 15, 2017, in conformance with their Conditions of Employment Contract, with completion anticipated in early summer. EMT-Paramedic training / certification will follow in the fall semester.

- **Insurance Services Office (ISO) Classification Status and Historical Overview**

ISO conducted a follow-up “classification rate survey” of our community assets and capabilities including the fire department, water department, and communications center on February 14, 2017, pursuant to the recently published ISO Standards which have been adopted nationwide. Texas continues to use a slightly modified version with the addition of the “Texas Addendum”. ***La Marque received notice from ISO on March 14, 2017, of their intention to escalate our Classification from the existing Class 3 to a Class 4 within ninety (90) days following receipt of their letter unless an optional “Improvement Plan” is developed and submitted for review and consideration. The optional “Improvement Plan” is under development and will be submitted on or before the deadline in an effort to forestall implementation of the proposed escalated insurance rating classification until construction of the new fire station can be completed and, subsequently equipped and adequately staffed for operation and service delivery.***

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 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. ***Completion of the new Fire Station on the west side of our city and employment of additional Fire Fighters will enhance our prospects of retaining the Class 3 rating.***

- **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 intermittent vacancies throughout any given budgetary cycle.

FY 2017 YTD: \$43,467.34

Feb MTD: \$9,778.37

- **Other:**

- **Statistical information:**

- **Average Response Times: 06:09**

- **Engine Company Responses for Service:**

- MTD: 111

- YTD: 729

- **Medic Responses for Service:**

- MTD: 179

- YTD: 1113

- **Mutual Aid Given and Received:**

- MTD Given: 7

- YTD Given: 65

- MTD received: 38

- YTD received: 130

- **Detailed statistical information enclosed**

d. Library

- See report attached.

e. Public Services

- **Public Works Administrative Assistant** – For the month of February, compared to last year, there was an increase in calls for Water Leaks, Leaks at the meter, Low Pressure/No Water, Dress-Ups, Blue Cart/Trash Pick-Up, Pot Holes, Street Repair, Driveway Repair, Culverts, Mowing, Traffic Lights, Street Light Outage, Human Resource, Locates, Community Service; compared to last year, there was a decrease in calls for Sewer Stops, Billing Department, Co-Compliance, Dirt Request, Street Signs, Director, PW/Utility Department Supervisors, Inspections, LM's, Citizens at the Window, Recycling, and Miscellaneous Calls.
- **Parks** – For the month of February, compared to last year, there was a decrease in hours for Highland Bayou Park; compared to last year there was an increase in hours for Mahan Park.
- **Utility 12** – For the month of February, compared to last year there was an increase in man hours for, Utility Patch, Culverts Set, Pot Holes Filled, Repaired Driveways, Grate Repair, Weed-Eat/Mowing, Checking of Drains & Ditches, Safety Meetings, Brush/Debris Removal; compared to last year there was a decrease in man hours for Traffic Sign Repair/Install.
- **Utility 22** - Water & Sewer Maintenance – For the month of February, compared to last year there was an increase in, Water Leaks, Residential and Commercial Water Taps, Remote Read Meters Installed, Meter Boxes & Lids Replaced, Water Turned On/Off – Citizens requests, Drains Cleaned, Fire Hydrants Repaired, Sewer Lines Repaired, Services Lines Repaired, Clean-Out Tops Replaced, Manhole Installed, and Dress-Ups; compared to last year there was a decrease in Low Pressure City Side, Sewer Stoppages Resolved, and Lines Locate for Water/Sewer.
- **Utility 22** – Water & Sewer Maintenance – During the month of February, the City agreed to contract out the services of PM/IPR Construction for the emergency repairs of several collapsed sewer mains throughout the City. On February 2, 2017, an emergency purchase order was approved. PM/IPR Construction pipe burst sewer mains throughout the following areas: McKinney, Virginia, Lenz, Little, Scott, Sycamore, Oaklawn. This was included as **part of the SSO program** and the final expense totaled \$473,189.58.
- **Utility 24- Siemens Project** is progressing nicely. Installation work on aeration basin #1 continuing and new material arriving daily.
- **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 for being on-call; carrying the on-call telephone

Department 24 – overtime hours for weekend Plant operations duties

f. Animal Control

See report attached.

g. Financials

See report attached.

JUDICIAL DEPARTMENT



C

[illegible]



**CITY OF LA MARQUE
COURT STATISTICS
February 2017**

	This Month Current Yr	Current Fiscal yr to date	This Month Prior Yr	Prior Fiscal yr to date
Juvenile/Minor Activity:				
Transportation Code Cases Filed	2	11	0	4
Non-driving Alcoholic Beverage Code Cases Filed	0	3	1	4
Driving Under Influence of Alcohol Cases Filed	0	0	0	0
Drug Paraphernalia Cases Filed	0	0	1	2
Tobacco Cases Filed	0	1	0	2
Failure to Attend School Cases Filed	0	0	0	0
Education Code Cases Filed (except fail to attend)	0	0	0	0
Curfew Violation Cases Filed	0	2	0	0
All Other Non-traffic Fine-only Cases Filed	2	14	4	14
Additional Activity:				
Magistrate Warnings:				
Class C Misdemeanors	7	34	5	22
Class A and B Misdemeanors	1	13	6	26
Felonies	0	5	2	13
Arrest Warrants Issued:				
Class C Misdemeanors	161	1,138	128	475
Capias Pro Fine Issued:				
Class C Misdemeanors	70	422	58	246
Emergency Protection Orders Issued	0	1	2	3
Stolen Property Hearings Held	0	1	0	1
Cases Satisfied by Community Service:				
Partial Satisfaction	0	0	1	3
Full Satisfaction	5	47	5	23
Cases Satisfied by Jail Time Credit	58	388	56	297
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	\$107,010.36	\$318,272.60	112,700.70	\$316,710.79
Remitted to State	\$37,844.86	\$129,913.86	\$52,123.54	\$123,838.53
Total	\$144,855.22	\$448,186.46	164,824.24	\$474,210.54

POLICE
DEPARTMENT

LA MARQUE POLICE DEPARTMENT
MONTHLY REPORTING STATISTICS

	CURRENT MONTH (MARCH 2017)	CURRENT MONTH PREVIOUS YEAR (MARCH 2016)	PREVIOUS MONTH (FEBRUARY 2017)	YEAR TO DATE (2017)	PREVIOUS YEAR TO DATE (2016)
<u>PART I CRIMES</u>					
HOMICIDE	1	0	1	3	0
RAPE	1	0	1	3	2
ROBBERY	3	0	0	3	5
ASSAULT (*INCLUDES SIMPLE)	48	38	28	114	149
BURGLARY	7	12	13	35	35
THEFT	40	56	47	149	142
MV THEFT	6	6	8	16	14
<u>PART II CRIMES</u>	271	194	210	704	628
<u>CALLS FOR SERVICE</u>	2302	2271	1763	5837	6627
<u>ACCIDENTS</u>	38	27	37	96	96
INJURIES	8	12	9	23	31
NON-INJURY	30	15	28	73	65
FATALITIES	0	1	0	0	2
ALCOHOL RELATED	0	5	2	5	6
<u>ADULT ARRESTS</u>	159	119	109	400	413
<u>JUVENILE DETENTIONS</u>	0	4	1	1	12
<u>TRAFFIC STOPS</u>	547	455	370	1199	1401
CITATIONS	335	339	226	730	1179
VIOLATIONS	434	416	283	937	1407
WARNINGS	212	39	144	469	145
<u>DISTURBANCES</u>	126	140	110	337	326

THIS MONTH THE POLICE DEPARTMENT ARRESTED 53 PEOPLE ON MUNICIPAL WARRANTS, SERVING 135 WARRANTS.

YEAR TO DATE, THE POLICE DEPARTMENT HAS ARRESTED 129 PEOPLE ON MUNICIPAL WARRANTS, SERVING 353 WARRANTS.



**2017 LA MARQUE POLICE DEPT.
CRIME STATS**

	2013				2014				2015				2016				2017						
	January-December				January - December				January - December				January - December				January - March						
	Off	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	OFF	% +/-	CL	% CL	Offense 2016	Offense 2017	% +/-	Clearance 2016	Clearance 2017	% CL 2016	% CL 2017
Murder	1	-50%	1	100%	0	-100%	0	100%	4	400%	2	50%	4	0%	2	50%	0	3	300%	0	1	0%	33%
Rape	5	280%	5	100%	6	20%	1	17%	14	150%	5	35%	10	-29%	3	30%	3	3	0%	1	1	33%	33%
Robbery	26	-18%	9	35%	24	-8%	7	29%	26	8%	9	35%	21	-19%	7	33%	5	3	-40%	2	1	40%	33%
Aggravated Assault	41	10%	26	63%	45	10%	40	87%	50	9%	31	62%	84	68%	34	40%	23	16	-30%	11	10	48%	63%
La Marque Violent Crime Total	73	10%	41	56%	75	3%	48	63%	94	24%	43	45%	119	27%	46	39%	31	25	-19%	14	13	47%	52%
Texas Violent Crime Total	105,713	-5%	47,571	45%	108,848	3%	44,628	41%	112,763	4%	47,360	42%	*	*	*	*	*	*	*	*	*	*	*
Burglary	162	-6%	23	14%	207	28%	34	16%	167	-19%	14	8%	172	3%	22	13%	36	35	-3%	12	16	33%	46%
Theft	747	7%	313	42%	721	-3%	428	59%	583	-19%	236	40%	622	7%	307	49%	142	151	6%	73	137	41%	91%
Motor Vehicle Theft	51	30%	11	22%	45	-12%	23	51%	43	-4%	19	44%	46	7%	21	46%	10	16	60%	7	10	70%	63%
Arson	5	900%	0	0%	1	-80%	4	0%	0	-100%	0	0%	2	200%	0	0%	0	0	0%	0	0	0%	0%
La Marque Property Crime Total	965	5%	347	36%	974	1%	485	30%	793	19%	269	34%	842	6%	350	42%	188	202	7%	92	163	49%	81%
Texas Property Crime Total	860,627	-2%	146,307	17	804,555	-7%	144,820	18	775,392	-4%	131,817	17%	*	*	*	*	*	*	*	*	*	*	*
	RATE				RATE		% +/-		RATE		% +/-		RATE		% +/-		RATE				% +/-		
La Marque Violent Crime Rate	503		-5%		624		3%		648		4%		848		31%		172				-16%		
Texas Violent Crime Rate	400		-2%		404		1%		411		2%		*		*		*				*		
La Marque Property Crime Rate	6,651		31%		6,706		2%		5,465		-19%		5796		6%		1,392				7%		
Texas Property Crime Rate	3,254		-3%		2,988		-8%		2,823		-6%		*		*		*				*		
Calls For Service	24,371				22,456				21,722				22,657				5,837						
Population Estimate	14,509				14,509				14,509				14,509				14,509						
Officers per 1,000 pop.	TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9				TX = 2.2 LM = 1.9						
DWI	42				56				54				68				21						
Traffic Citations	3,514				3,598				3,684				3,768				730						
Drug Arrests	183				253				216				292				85						

*Data unavailable

GALVESTON COUNTY SHERIFF

Events by Nature Code by Agency

Agency: LMPD, Event date/Time range: 03/01/2017 00:00:00 - 03/31/2017 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	4	7	0%	0:01:11	0:07:48	0:20:16	3:00:13	0:25:45
	ALARM	0	2	85	87	4%	0:03:53	0:06:47	0:06:15	23:32:03	0:16:14
	ANIMAL ASTRAY	0	1	0	1	0%	0:00:00	0:00:00	0:28:55	0:28:55	0:28:55
	ANIMAL COMPLAINT DOMESTIC	0	0	15	15	1%	0:12:45	0:08:28	0:25:43	11:44:13	0:46:57
	ASSAULT	0	0	19	19	1%	0:07:47	0:04:53	0:26:53	12:36:16	0:39:48
	ASSIST CITIZEN	0	12	49	61	3%	0:13:12	0:05:55	0:19:40	34:26:18	0:33:52
	ASSIST EMS	0	0	6	6	0%	0:00:09	0:02:38	0:17:39	1:44:16	0:17:23
	ASSIST OTHER AGENCY	0	14	25	39	2%	0:01:15	0:06:17	0:32:12	23:50:13	0:36:40
	ATTEMPT TO SERVE WARRANT	0	69	1	70	3%	0:00:55	0:05:29	0:07:28	12:40:33	0:10:52
	AUTO PEDESTRIAN ACCIDENT	0	0	1	1	0%	0:01:16	0:08:48	0:18:00	0:28:04	0:28:04
	BURGLARY OF BUILDING	0	0	4	4	0%	0:01:14	0:06:07	1:15:46	5:32:25	1:23:06
	BURGLARY OF HABITATION	0	0	4	4	0%	0:06:07	0:07:36	0:28:40	2:49:33	0:42:23
	BURGLARY OF MOTOR VEHICLE	0	0	14	14	1%	0:10:40	0:07:30	0:19:24	8:38:36	0:37:03
	BUSINESS CHECK	0	337	13	350	15%	0:00:13	0:03:40	0:10:44	66:30:28	0:11:24
	CHILD CUSTODY	0	0	6	6	0%	0:10:10	0:04:56	0:39:46	5:29:13	0:54:52
	CIVIL MATTER OR STANDBY	0	0	30	30	1%	0:08:49	0:05:52	0:15:51	14:53:53	0:29:48
	CORRECTIONS TRANSPORT	0	1	0	1	0%	0:00:01	0:13:22	0:18:23	0:31:46	0:31:46
	CRIMINAL MISCHIEF	0	0	13	13	1%	0:17:56	0:05:48	0:27:57	11:11:57	0:51:41
	DEAD ON SCENE	0	0	3	3	0%	0:02:40	0:02:48	1:45:45	5:33:39	1:51:13
	DISORDERLY CONDUCT	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	DISTURBANCE	0	1	66	67	3%	0:03:09	0:04:06	0:19:43	29:09:07	0:26:06
	DRUNK OR INTOXICATED PERSON	0	0	17	17	1%	0:02:24	0:04:49	0:27:59	9:58:34	0:35:13
	FIRE - NON SPECIFIC	0	0	3	3	0%	0:00:41	0:03:41	0:31:52	1:48:44	0:36:15
	FIREWORKS	0	0	1	1	0%	0:02:24	0:08:04	0:05:01	0:15:29	0:15:29

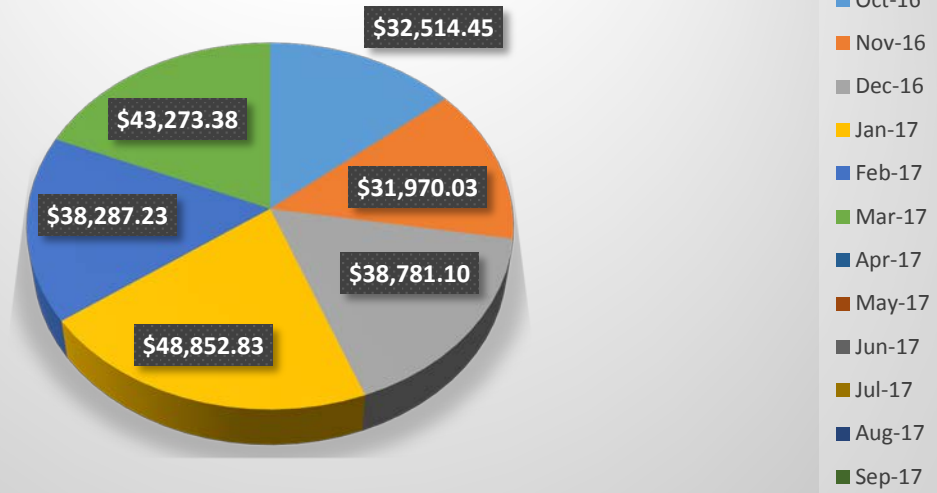
Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	FRAUD - FORGERY - CC ABUSE	0	2	24	26	1%	0:10:30	0:06:30	0:18:00	14:28:25	0:33:24
	FSGI ACCIDENT	0	1	12	13	1%	0:05:50	0:12:11	0:27:14	9:30:18	0:43:52
	GENERAL INFORMATION CALL	0	0	1	1	0%	0:05:03	0:03:58	0:05:19	0:14:20	0:14:20
	HARASSMENT - ALL TYPES	0	0	7	7	0%	0:01:41	0:05:34	0:33:27	4:05:43	0:35:06
	HAZMAT	0	0	1	1	0%	0:01:19	0:21:36	0:38:32	1:01:27	1:01:27
	JUVENILE PROBLEM	0	0	13	13	1%	0:10:45	0:07:26	0:12:50	6:24:28	0:29:34
	K-9 BUILDING SEARCH	0	1	0	1	0%	0:00:01	0:00:00	0:00:04	0:00:05	0:00:05
	K-9 DEPLOYMENT/MISC	0	1	0	1	0%	0:00:00	0:00:00	0:00:04	0:00:04	0:00:04
	K-9 NARCOTICS SEARCH AOA	0	0	1	1	0%	0:02:51	0:02:56	0:43:57	0:49:44	0:49:44
	K-9 TRACK SUSPECT AOA	0	0	2	2	0%	0:01:46	0:06:20	0:33:56	1:24:05	0:42:03
	LINE DOWN	0	1	0	1	0%	0:00:00	0:00:00	0:09:35	0:09:35	0:09:35
	LITTERING AND ILLEGAL DUMPING	0	1	2	3	0%	0:11:39	0:02:53	0:20:35	1:30:51	0:30:17
	LOUD MUSIC OR NOISE	0	1	36	37	2%	0:15:16	0:08:17	0:05:05	17:14:58	0:27:58
	MEDICAL ASSIST	0	1	0	1	0%	0:00:00	0:00:00	2:35:10	2:35:10	2:35:10
	MENTAL HEALTH	0	0	9	9	0%	0:03:54	0:05:03	0:26:28	5:18:46	0:35:25
	MISCELLANEOUS	0	10	1	11	0%	0:00:16	0:07:27	0:15:37	3:09:06	0:17:11
	MISSING PERSON ADULT	0	0	5	5	0%	0:09:51	0:06:43	0:47:54	5:22:21	1:04:28
	NARCOTICS CRIMES	3	1	3	7	0%	0:04:28	0:04:03	0:13:07	1:16:51	0:19:13
	OPEN DOOR	0	1	1	2	0%	0:01:59	0:11:33	0:21:29	0:58:30	0:29:15
	OVERDOSE	0	0	2	2	0%	0:00:38	0:10:05	1:02:38	2:26:40	1:13:20
	PERSON WITH WEAPON	0	0	2	2	0%	0:01:06	0:01:42	0:48:49	1:43:13	0:51:37
	PRISONER DETAIL	0	10	8	18	1%	0:02:32	0:08:09	0:35:42	11:48:35	0:39:22
	RECOVD CHILD/PERSON/RUNAWAY	0	1	2	3	0%	0:08:31	0:20:13	1:26:49	5:46:41	1:55:34
	RESIDENTIAL CHECK	0	199	4	203	9%	0:00:25	0:04:03	0:10:11	35:12:43	0:10:24
	RUNAWAY JUVENILE	0	0	4	4	0%	0:11:22	0:06:38	0:31:39	3:18:36	0:49:39
	SEX CRIME	0	0	3	3	0%	0:02:29	0:08:11	1:55:40	6:19:01	2:06:20
	SHOTS FIRED	0	7	17	24	1%	0:02:10	0:04:12	0:12:45	6:48:10	0:17:00

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	10	5	15	1%	0:01:02	0:04:40	0:20:27	5:39:23	0:22:38
	SUICIDE ATTEMPTED OR COMPLETED	0	0	2	2	0%	0:02:17	0:04:40	1:06:37	2:27:07	1:13:34
	SUPPLEMENTAL INFO TO PREV CASE	0	38	16	54	2%	0:06:25	0:05:47	0:28:23	30:21:32	0:33:44
	THEFT / LOST PROPERTY	0	1	42	43	2%	0:08:01	0:10:59	0:25:24	31:16:58	0:43:39
	THREATS ALL CATEGORIES	0	0	18	18	1%	0:15:51	0:05:11	0:26:54	13:52:46	0:46:16
	TRAFFIC COMPLAINT	0	6	44	50	2%	0:04:59	0:05:22	0:13:10	20:00:38	0:24:01
	TRAFFIC STOP	0	547	0	547	24%	0:00:01	0:00:00	0:10:41	97:27:39	0:10:41
	UNCONSCIOUS PERSON	0	0	5	5	0%	0:00:54	0:04:03	0:38:04	3:27:04	0:41:25
	UNDESIRABLE PERSON	0	0	19	19	1%	0:09:21	0:04:45	0:09:20	7:25:20	0:23:26
	VEHICLE FIRE	0	0	2	2	0%	0:01:01	0:05:41	1:13:09	2:39:40	1:19:50
	WARRANT ARREST ON VIEW	0	8	33	41	2%	0:05:25	0:08:28	0:46:25	39:06:14	0:57:14
	WELFARE CHECK	0	0	54	54	2%	0:06:15	0:06:36	0:18:13	27:11:44	0:30:13
	Subtotals for No Summary Code	4	1288	779	2071	90%	0:04:57	0:06:44	0:31:17	716:48:59	0:40:38
	CHILD ABUSE NON SPECIFIC	0	0	1	1	0%	0:09:33	0:12:48	0:06:28	0:28:49	0:28:49
	MISSING CHILD - NOT RUNAWAY	0	0	1	1	0%	0:01:58	0:00:00	0:00:00	0:09:52	0:09:52
	Subtotals for CAC	0	0	2	2	0%	0:05:46	0:12:48	0:06:28	0:38:41	0:19:20
	MAJOR ACCIDENT	0	0	5	5	0%	0:01:25	0:07:29	0:47:50	4:43:43	0:56:45
	MINOR ACCIDENT	0	5	34	39	2%	0:04:24	0:07:27	0:26:22	23:57:17	0:36:51
	Subtotals for MVA	0	5	39	44	2%	0:02:54	0:07:28	0:37:06	28:41:00	0:46:48
	RECOVERED OR FOUND PROPERTY	1	1	10	12	1%	0:09:53	0:05:22	0:27:55	7:05:19	0:38:40
	TRESPASSING	0	0	11	11	0%	0:04:12	0:05:52	0:13:14	4:16:28	0:23:19
	UNAUTH USE OF MOTOR VEHICLE	0	0	13	13	1%	0:10:37	0:08:21	0:24:02	9:19:17	0:43:01
	Subtotals for PROP	1	1	34	36	2%	0:08:14	0:06:32	0:21:44	20:41:04	0:35:00
	NARCOTICS CRIMES	0	1	0	1	0%	0:00:01	0:00:00	0:28:17	0:28:18	0:28:18

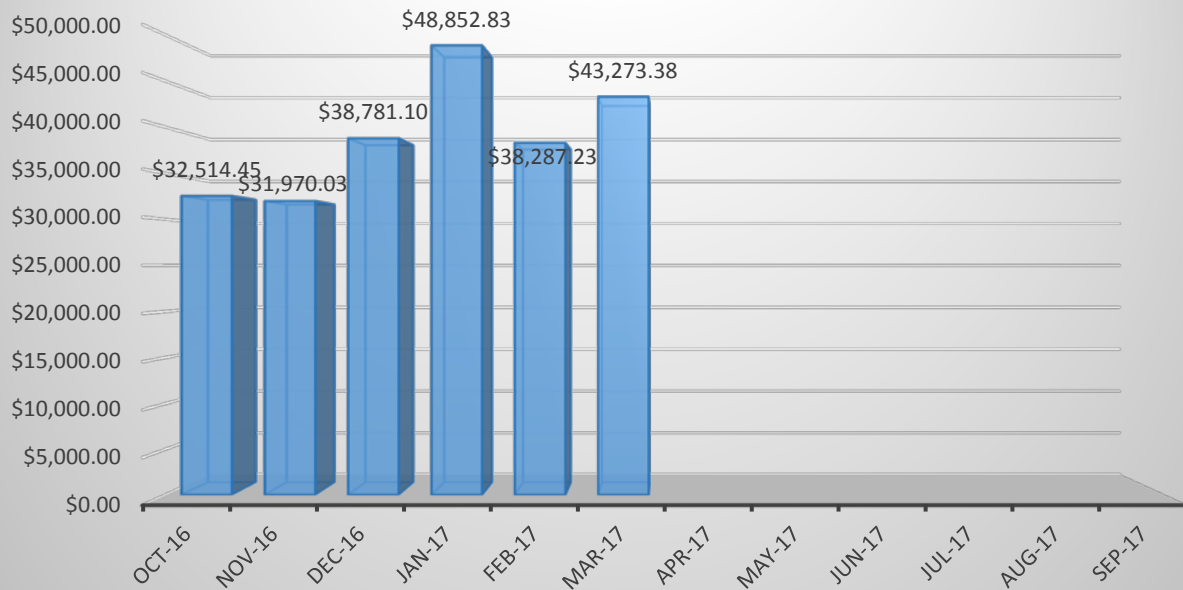
Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	SUSPICIOUS CIRCUMSTANCES	0	8	27	35	2%	0:02:58	0:08:45	0:18:37	15:32:31	0:26:39
	SUSPICIOUS PERSON	0	14	33	47	2%	0:04:35	0:15:01	0:11:49	19:54:29	0:25:25
	SUSPICIOUS VEHICLE	0	27	25	52	2%	0:03:55	0:06:27	0:17:47	20:40:19	0:23:51
	Subtotals for SUSP	0	50	85	135	6%	0:02:52	0:10:04	0:19:08	56:35:37	0:26:03
	FAMILY DISTURBANCE	0	0	9	9	0%	0:05:46	0:02:35	0:33:30	6:16:46	0:41:52
	JUVENILE PROBLEM	0	0	1	1	0%	0:01:58	0:02:12	0:20:12	0:24:22	0:24:22
	ROBBERY	0	0	2	2	0%	0:02:06	0:11:50	2:35:55	5:39:43	2:49:52
	SHOOTING	0	0	1	1	0%	0:02:03	0:00:29	6:32:51	6:35:23	6:35:23
	STABBING	0	0	1	1	0%	0:02:13	0:00:34	0:56:25	0:59:12	0:59:12
	Subtotals for VICR	0	0	14	14	1%	0:02:49	0:03:32	2:11:47	19:55:26	2:18:08
	Subtotals for LMPD	5	1344	953	2302	100%	0:04:47	0:06:45	0:36:38	843:20:47	0:45:32

FIRE/EMS

NET COLLECTIONS



NET COLLECTIONS



MONTH	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
COLLECTIONS	\$32,514.45	\$31,970.03	\$38,781.10	\$48,852.83	\$38,287.23	\$43,273.38
Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	YTD Total
						\$233,679.02

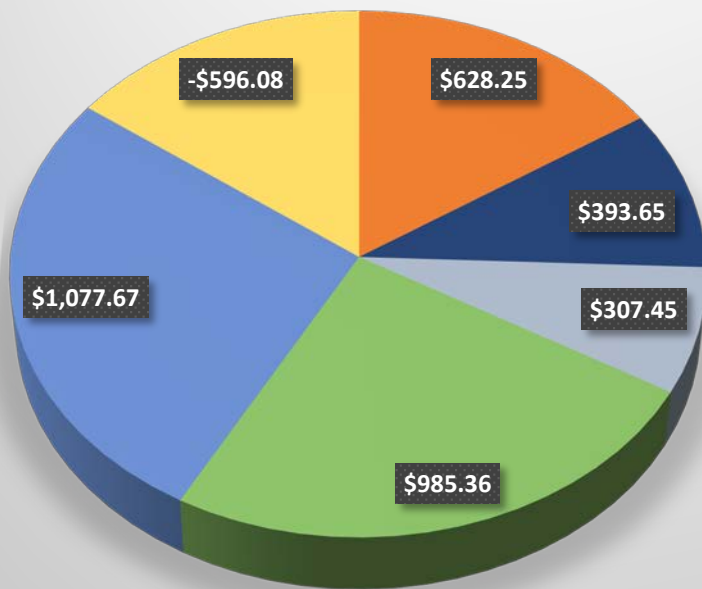
Collection Rate

23%

YTD FEES PAID TO INTERMEDIX

DATE	PAYMENT
10/2/2016	\$628.25
11/2/2016	\$393.65
12/2/2016	\$307.45
1/2/2017	\$985.36
2/2/2017	\$1,077.67
3/2/2017	-\$596.08
4/2/2017	
5/2/2017	
6/2/2017	
7/2/2017	
8/2/2017	
9/2/2017	
YTD TOTAL	\$2,796.30
AVERAGE PAYMENT	\$466.05

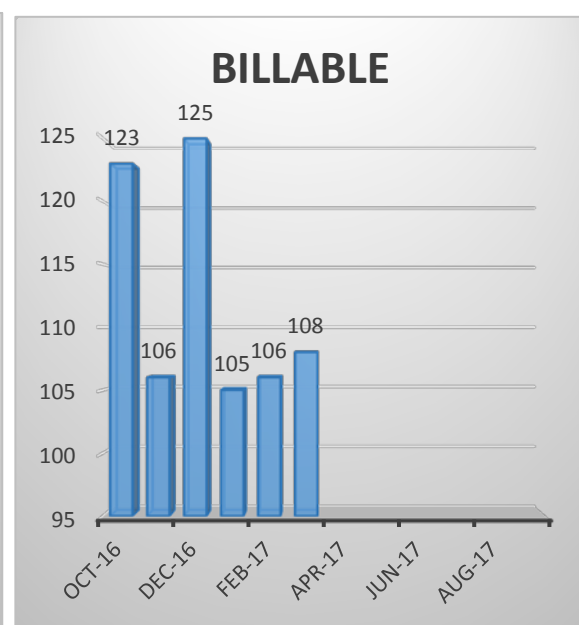
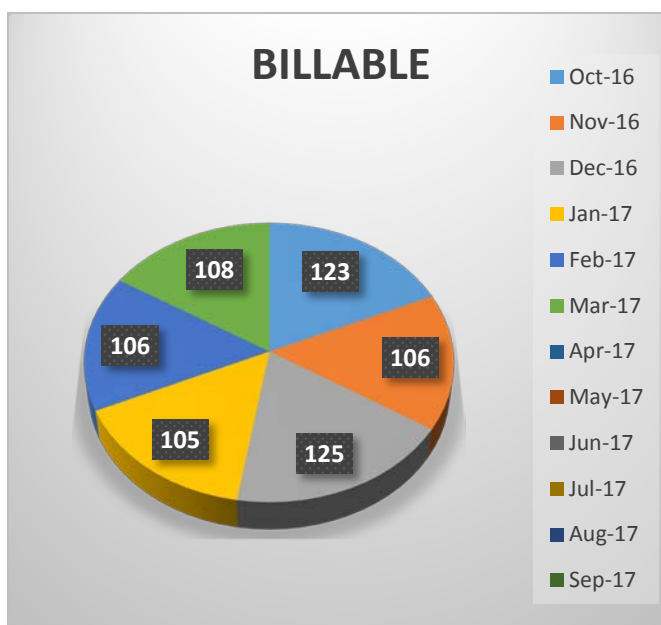
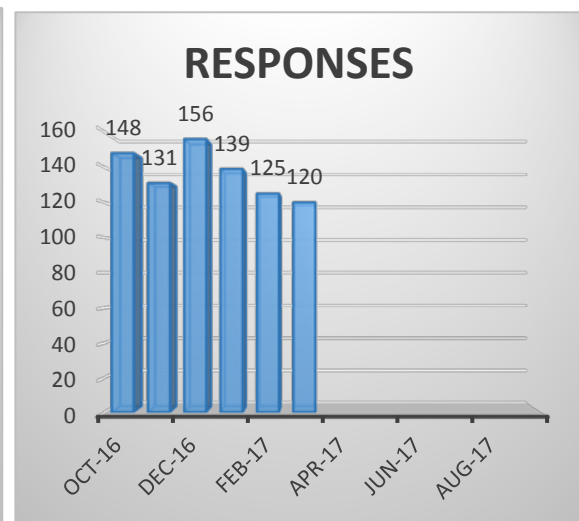
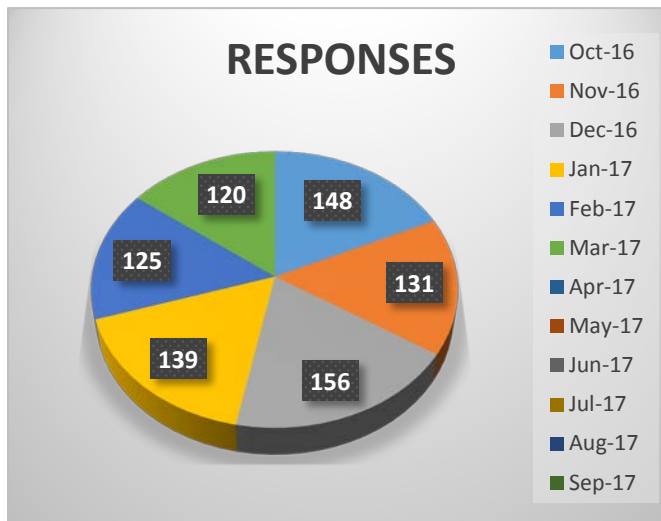
YTD FEES PAID TO INTERMEDIX



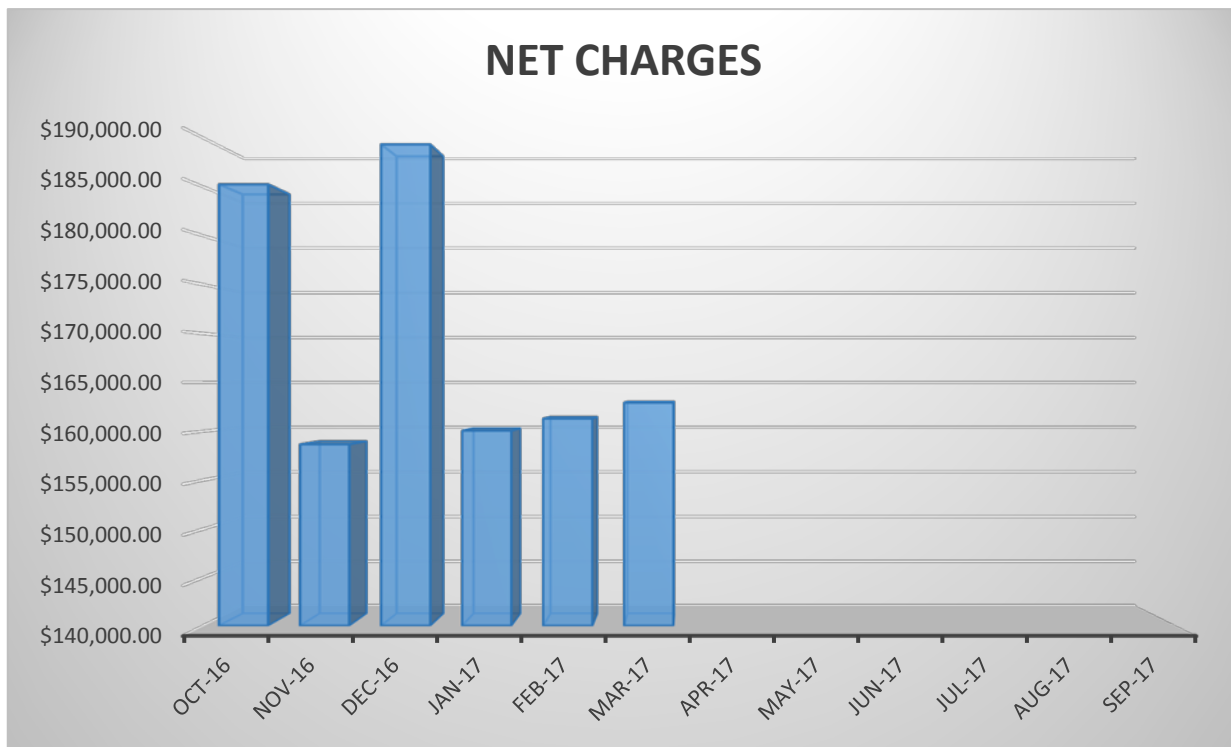
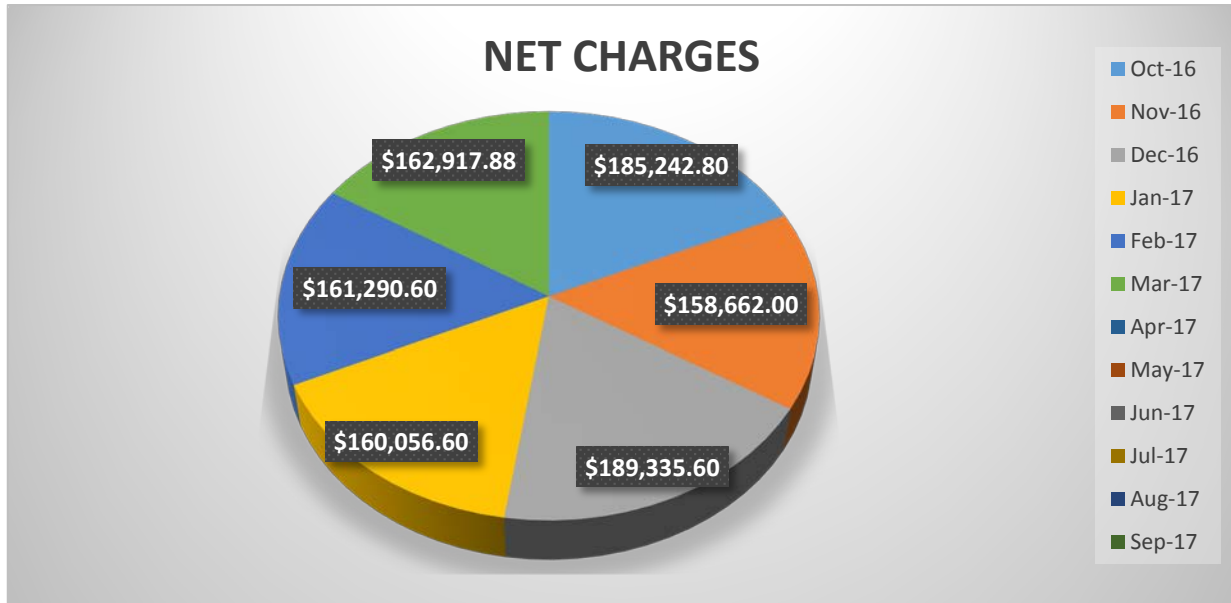
- 10/2/2016
- 11/2/2016
- 12/2/2016
- 1/2/2017
- 2/2/2017
- 3/2/2017
- 4/2/2017
- 5/2/2017
- 6/2/2017
- 7/2/2017
- 8/2/2017
- 9/2/2017

YTD RESPONSES - TOTAL CURRENT CHARGES - BILLAGE ACCOUNTS

MONTH	RESPONSES	NET CHARGES	BILLABLE
Oct-16	148	\$185,242.80	123
Nov-16	131	\$158,662.00	106
Dec-16	156	\$189,335.60	125
Jan-17	139	\$160,056.60	105
Feb-17	125	\$161,290.60	106
Mar-17	120	\$162,917.88	108
Apr-17			
May-17			
Jun-17			
Jul-17			
Aug-17			
Sep-17			
YTD TOTALS	819	\$1,017,505.48	673



YTD RESPONSES - TOTAL CURRENT CHARGES - BILLAGE ACCOUNTS



City of La Marque

Fire Department

Month: Mar 1st to Mar 31st
Year: 2017

	<i>Current Month: 03/01/17 to 03/31/17</i>	<i>Current Month/ Previous Year: 03/01/16 to 03/31/16</i>	<i>Previous month: 02/01/17 to 02/28/17</i>	<i>Fiscal Year to Date: 2016-2017</i>	<i>Previous Year to Date: 2015-2016</i>
Fires-	4	3	7	42	35
Overpressures/ Explosions-	0	0	0	0	0
Rescue and EMS-	176	168	160	1091	969
Haz-Mat-	9	3	3	40	31
Good Intent-	9	11	10	71	78
False Alarm-	7	8	6	59	54
Mutual Aid Received from(FIRE)-Texas City-	0				
Mutual Aid Given to (FIRE)- Texas City-	0				
Mutual Aid Received from(EMS)- Texas City-	34				
Mutual Aid Given to(EMS)- Texas City-	1				
Mutual Aid Received from(FIRE)-Bayou Vista-	0				
Mutual Aid Given to(FIRE)- Bayou Vista-	0				
Mutual Aid Received from (EMS)-Bayou Vista-	0				
Mutual Aid Given to (EMS)-Bayou Vista-	0				
Mutual Aid Rec'd (FIRE)-Galv. Fire-	0				
Mutual Aid Given to (FIRE)- Galv. Fire-	0				
Mutual Aid Rec'd (EMS)-Galv. EMS	2				
Mutual Aid Given to (EMS)-Galv. EMS	2				
Mutual Aid Rec. from(FIRE)Hitchcock	0				
Mutual Aid Given to (FIRE) – Hitchcock	3				
Mutual Aid Rec. (EMS) – Hitchcock	0				
Mutual Aid Given (EMS)-Hitchcock	0				
Mutual Aid Given to (EMS) – All Others	1				
Mutual Aid Received to (EMS) – All Others	2				
Mutual Aid Given (FIRE)- All Others-	0				
Mutual Aid Received from(FIRE)- All Others-	0				

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

EMS CALL STATISTICS FY 2016-2017

La Marque Fire/Rescue

PATIENT DISPOSITION BY MONTH

<i>Month</i>	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
<i>Encounters</i>	147	131	156	139	125	120						
<i>Transports</i>	116	108	123	122	107	103						
<i>Aeromedical</i>	0	0	0	0	0	0						
<i>Dead On Scene</i>	6	1	3	1	1	4						
<i>Refusals</i>	25	22	30	16	17	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	6	5	5	5						
<i>Location - To Hospital</i>	16	16	15	14	14	14						
<i>To Hospital - At Hospital</i>	8	8	7	8	7	8						
<i>At Hospital - In Service</i>	28	28	27	27	25	27						
<i>Location - At Hospital</i>	21	22	21	21	21	23						
<i>Dispatch - At Hospital</i>	26	28	27	27	27	29						
<i>Dispatch - In Service</i>	50	52	49	52	48	52						

CALL STATISTICS 2017

La Marque Fire/Rescue

[illegible]

BayAreaMed	5 4%	0 0%	1 0%	0 0%								6 1%
Methodist	0 0%	0 0%	0 0%	0 0%								0 0%
TOTAL	121 100%	107 100%	102 100%	5 100%								335 100%

[illegible][illegible][illegible]

1-8	3 2%	4 3%	2 1%	0 0%								9 2%
9-12	1 0%	0 0%	3 2%	0 0%								4 1%
13-17	1 0%	3 2%	4 3%	0 0%								8 2%
18-25	12 8%	3 2%	6 5%	0 0%								21 5%
26-50	43 31%	32 25%	32 26%	1 20%								108 28%
51-75	50 36%	51 41%	44 36%	2 40%								147 38%
76-100	26 19%	29 23%	29 24%	2 40%								86 22%
>100	0 0%	1 0%	0 0%	0 0%								1 0%

[illegible]

[illegible]

Dispatch - In Service	52	48	52	68								51
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LAMARQUE

Incident Type Report (Summary)

Alarm Date Between {03/01/2017} And {03/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	0.43%	\$80,000	88.88%
113 Cooking fire, confined to container	1	0.43%	\$0	0.00%
131 Passenger vehicle fire	1	0.43%	\$10,000	11.11%
151 Outside rubbish, trash or waste fire	1	0.43%	\$0	0.00%
	4	1.74%	\$90,000	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	2	0.87%	\$0	0.00%
320 Emergency medical service, other	24	10.48%	\$0	0.00%
321 EMS call, excluding vehicle accident with	137	59.82%	\$0	0.00%
322 Motor vehicle accident with injuries	9	3.93%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	1.74%	\$0	0.00%
	176	76.85%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.43%	\$0	0.00%
410 Combustible/flammable gas/liquid condition,	1	0.43%	\$0	0.00%
411 Gasoline or other flammable liquid spill	1	0.43%	\$0	0.00%
412 Gas leak (natural gas or LPG)	3	1.31%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.43%	\$0	0.00%
444 Power line down	1	0.43%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.43%	\$0	0.00%
	9	3.93%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	0.87%	\$0	0.00%
510 Person in distress, Other	6	2.62%	\$0	0.00%
542 Animal rescue	1	0.43%	\$0	0.00%
550 Public service assistance, Other	2	0.87%	\$0	0.00%
551 Assist police or other governmental agency	2	0.87%	\$0	0.00%
552 Police matter	1	0.43%	\$0	0.00%
553 Public service	1	0.43%	\$0	0.00%
554 Assist invalid	9	3.93%	\$0	0.00%
	24	10.48%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.43%	\$0	0.00%

LAMARQUE

Incident Type Report (Summary)

Alarm Date Between {03/01/2017} And {03/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
611 Dispatched & cancelled en route	7	3.05%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.43%	\$0	0.00%
	<u>9</u>	<u>3.93%</u>	<u>\$0</u>	<u>0.00%</u>

7 False Alarm & False Call				
700 False alarm or false call, Other	4	1.74%	\$0	0.00%
730 System malfunction, Other	1	0.43%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.43%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.43%	\$0	0.00%
	<u>7</u>	<u>3.05%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 229

Total Est Loss:

\$90,000

LAMARQUE

Unit Response Time Analysis

Alarm Date Between {03/01/2017} And {03/31/2017}

Response		Count	Percentage
Hrs	Mins		
	< 01	15	5.1%
	01	10	3.4%
	02	17	5.8%
	03	28	9.6%
	04	31	10.6%
	05	51	17.5%
	06	40	13.7%
	07	24	8.2%
	08	21	7.2%
	09	17	5.8%
	10	8	2.7%
	11	4	1.3%
	12	9	3.1%
	13	4	1.3%
	14	3	1.0%
	15	2	0.6%
	16	2	0.6%
	18	1	0.3%
	20	1	0.3%
	32	1	0.3%
	44	1	0.3%

Overall Average Response Time: 00:06:09

**LIBRARY
DEPARTMENT**

La Marque Public Library

Report for February 28 – March 29



Mission: La Marque Public Library provides materials and services to help community residents obtain information to meet their personal, educational and professional needs. 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)

The library is open 39 hours a week.

There were **3,563** visitors this month.

Customers saved **\$49,045** by checking out items at La Marque Public Library.

Staff added **113** new items to the collection this month.

The library issued **77** new cards.

Circulation Statistics

Print and eBooks	1,672
Audiobooks	23
DVDs	1,565
Total Circulation	3,260
Interlibrary Loans	42

Computer Use

Total logins	900
Total computer time	598 hours
Online catalog searches	1,144

Customers typically use library computers for job searches, completing applications, writing resumes, checking email, doing homework and accessing personal documents such as bank statements, tax and legal forms and proof of insurance.

Reference

Reference questions	339
Information requests	324

Volunteers

Hours worked	119 hours
---------------------	------------------

Volunteers helped clean DVDs, shelved and straightened returned books and assisted with program preparation and clean up.

Programming

• Adult programs	12
• Attendance	12
• Children's programs	39
• Attendance	768

Meetings and Continuing Education

- All staff attended the TMRS information meeting on March 1.
- Terri Walker attended Lions Club meetings on March 14 and March 28.

- Amy Miller attended the monthly meeting of Galveston County Library Directors at Dickinson Public Library on March 14.

Library Happenings

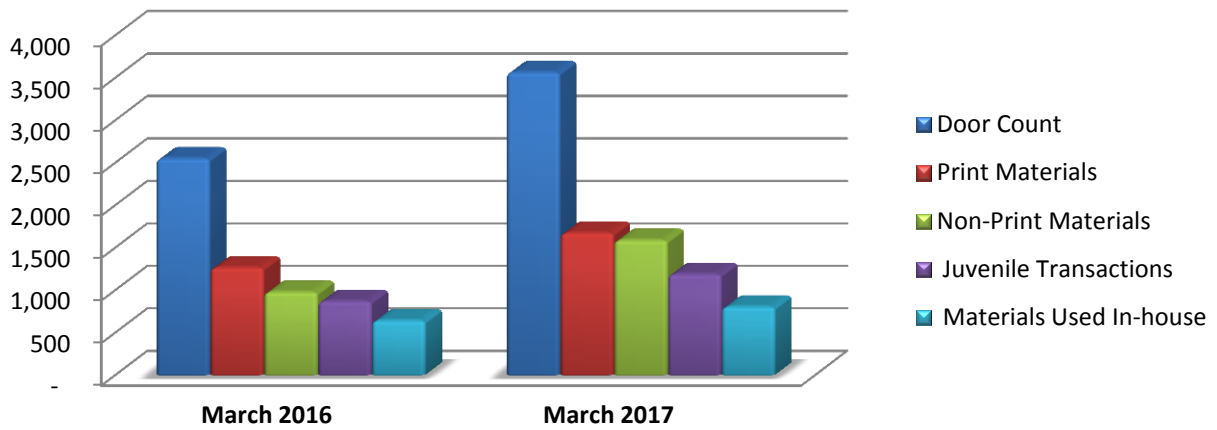
- Approximately 230 Texas City ISD kindergarten students and their teachers visited the library March 21-24. Youth Services Librarian, Terri Walker, led group tours and presented stories to the classes.
- The library held some additional programs during the week of spring break. The highlight of spring break programming was the outdoor Water Party on March 18 with 35 in attendance.
- We are extremely grateful for our committed library volunteers. The library's volunteer program has increased in the last six months. We now have 13 regular volunteers who assist staff with a variety of tasks to improve our services and keep the department running smoothly. An after-hours volunteer appreciation party is being planned for next month.
- One of our regular library volunteers has started offering a weekly class for job seekers.
- Library Assistant, Stacy Selby, has been offering weekly classes for the public on basic computer skills.

MONTH-TO-YEAR
La Marque Public Library

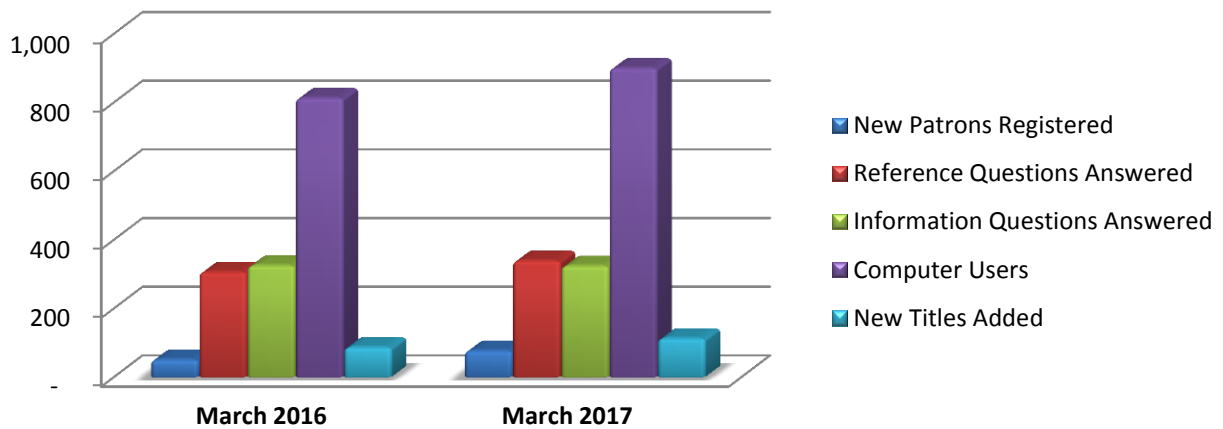
	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Description	March 2016	March 2017	%Change 2016 vs 2017	March 2016 Previous Year	March 2017 This year	% Change 2016 vs 2017
DOOR COUNT	2,549	3,563	40%	8,235	9,697	18%
CIRCULATION						
Print Materials	1,264	1,672	32%	4,366	4,515	3%
Non-Print Materials	977	1,588	63%	3,518	4,083	16%
Juvenile Transactions	869	1,187	37%	3,114	2,753	-12%
Materials Used In-house	642	803	25%	2,050	2,257	10%
PUBLIC SERVICES						
New Patrons Registered	51	77	51%	190	211	11%
Reference Questions Answered	306	339	11%	1,072	933	-13%
Information Questions Answered	325	324	0%	1,008	976	-3%
Computer Users	813	900	11%	2,975	2,627	-12%
New Titles Added	87	113	30%	661	239	-64%
PROGRAM ATTENDANCE						
Number of Adult Programs	6	12	100%	18	28	56%
Adults Attending	9	12	33%	37	21	-43%
Number of Teen Programs	0	-	0%	1	-	
Teens Attending	0	-		0	-	
Number of Children Programs	29	39	34%	82	83	1%
Children Attending	302	768	154%	1,380	1,407	2%
Volunteer Hours	4	119	2875%	16	246	1438%
Inter-Library Loan Requests	24	42	75%	67	93	39%

La Marque Public Library
March Statistics
2016/2017 Monthly Comparisons

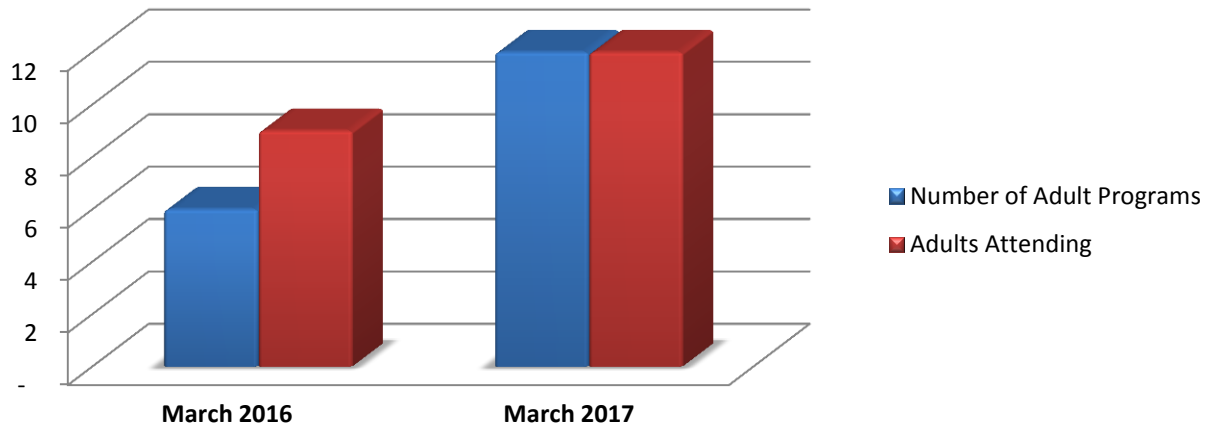
Circulation and Door Count



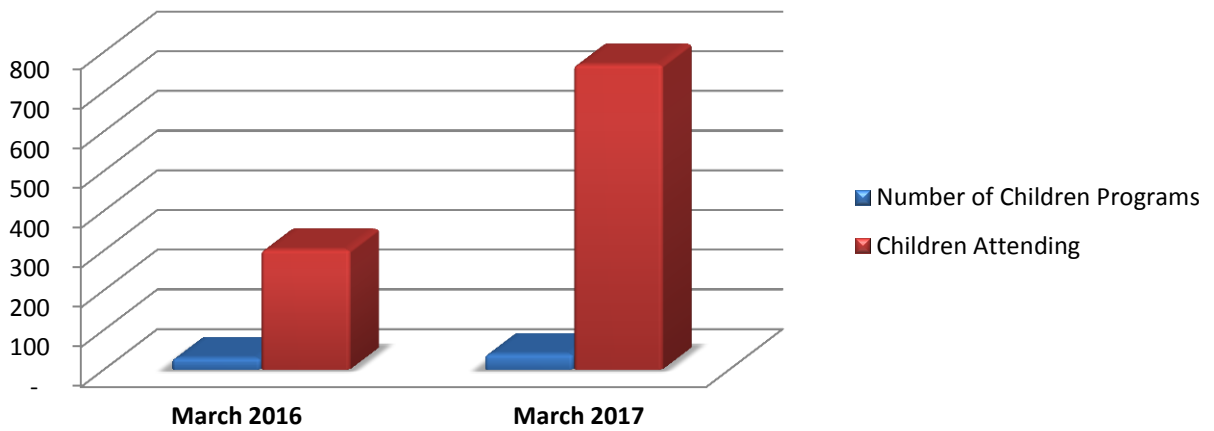
Public Services



Adult Programs

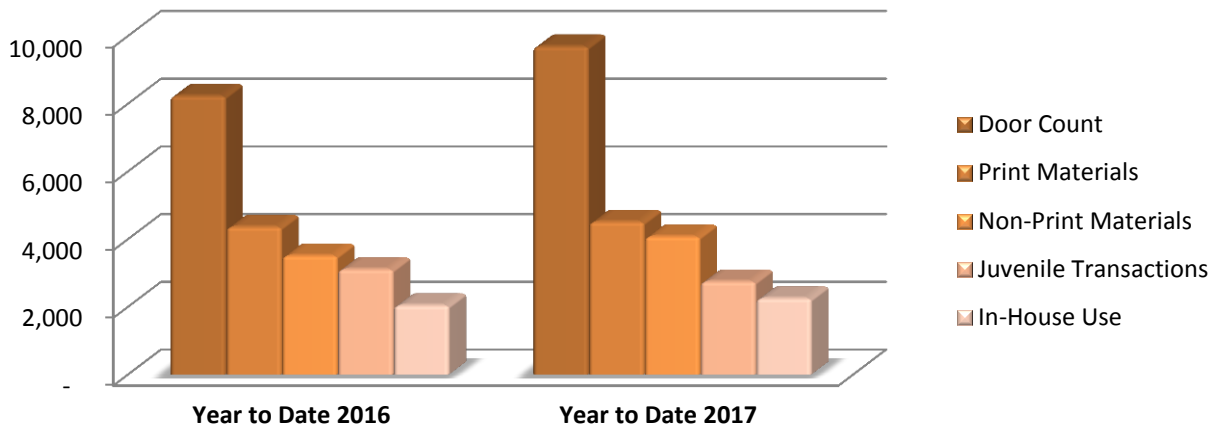


Children's Programs

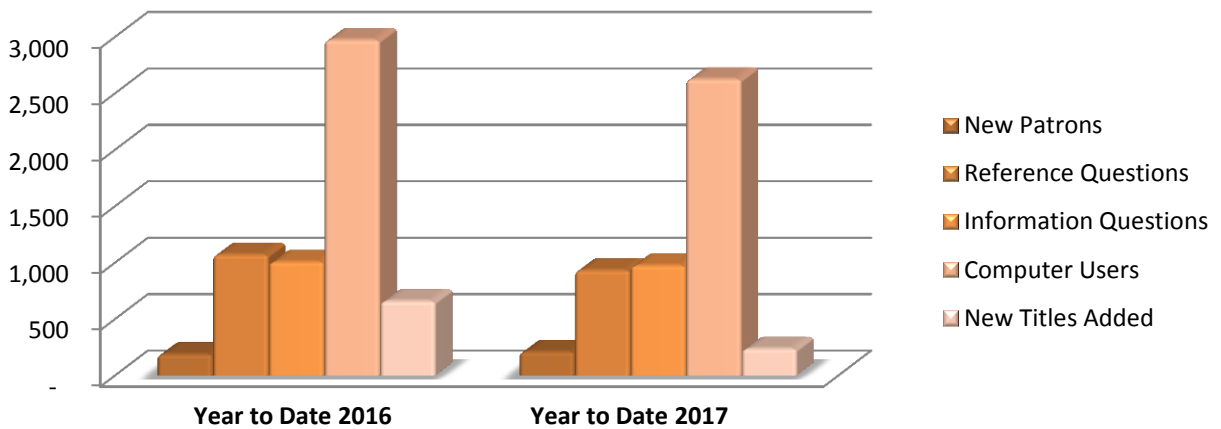


La Marque Public Library
March Statistics
2016/2017 Year-to-Date Comparisons

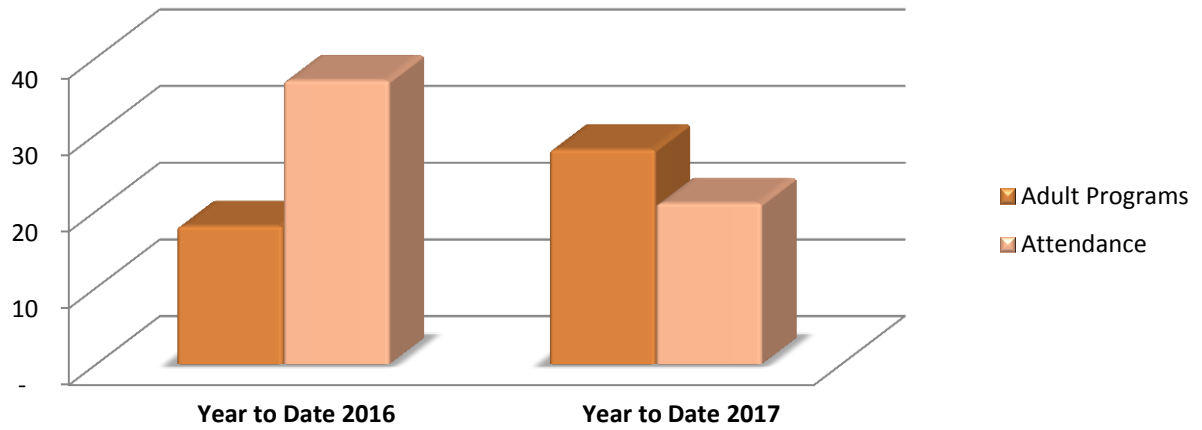
Circulation and Door Count



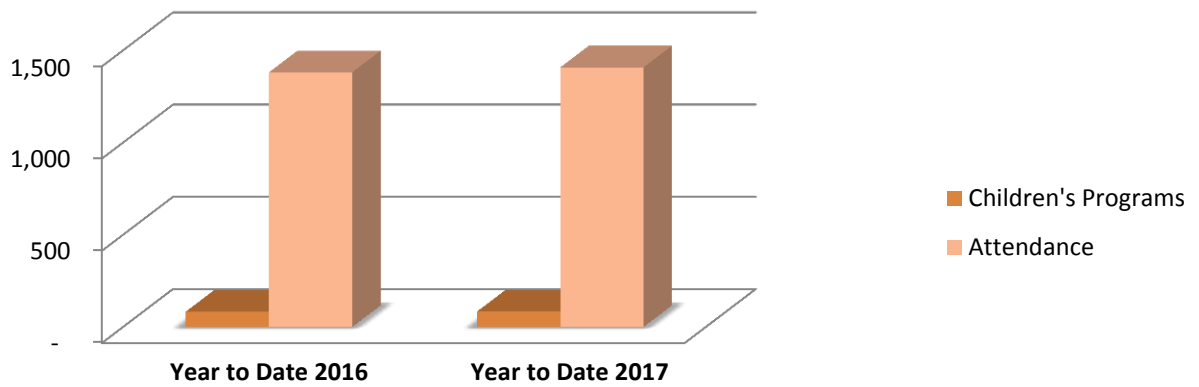
Public Services



Adult Programs



Children's Programs



PUBLIC SERVICES

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2017/February

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	FEB
	2/1-2/7	2/8-2/15	2/16-2/23	2/24-2/28	TOTALS	2016
Calls / Customers						
Water Leaks	3	13	7	3	26	8
Sewer Stops	9	8	18	3	38	64
Leak at Meter	1	2	2	0	5	3
Low Pressure / No Water	2	4	2	0	8	3
Dress-Ups	0	1	1	0	2	0
Billing Department	2	1	1	0	4	73
Blue Cart / Trash Pick Up	9	5	10	7	31	22
Co-Compliance	0	0	0	0	0	1
Pot Holes	2	1	0	1	4	3
Street Repair	2	1	3	0	6	0
Driveway Repair	1	0	0	0	1	0
Dirt Request	0	2	0	0	2	14
Culverts	3	8	5	0	16	2
Mowers / Mowing	5	7	8	5	25	0
Street Signs	0	0	0	0	0	2
Traffic Lights	1	0	0	0	1	0
Street Light Outage	1	0	3	0	4	1
Street Light Request	0	0	0	0	0	0
Director	0	4	2	0	6	29
PW/Utility Dept Supervisors	1	3	3	0	7	17
City Manager	0	0	0	0	0	0
City Hall Admin Assist.	0	0	0	0	0	0
Human Resource	0	1	0	0	1	0
TOTALS					187	242

PUBLIC WORKS ADMINISTRATION
ACTIVITY REPORT
Venisha Henderson

2017/February

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	FEB
	2/1-2/7	2/8-2/15	2/16-2/23	2/24-2/28	TOTALS	2016
Calls / Customers						
City Clerk	0	0	0	0	0	2
Inspections	0	1	0	0	1	11
Animal Control	0	0	0	0	0	0
Mosquito Spray	0	0	0	0	0	0
Locates	0	3	3	0	6	3
LM's	0	0	0	0	0	5
Customer at Window	5	7	4	6	22	27
Recycling	0	0	0	0	0	3
Community Service	5	3	3	2	13	12
Gas Company	0	0	0	0	0	0
Miscellaneous Calls	13	12	8	5	38	57
TOTALS					80	120

**PARKS AND RIGHT-OF-WAY
MAINTENANCE REPORT
Amanda Hobby**

2017/February

2017/February						Monthly	FEB	COMPLETED WORK
PARK MAINTENANCE	WK 1	WK 2	WK 3	WK 4	WK 5	Man Hours	2016	DESCRIPTION OF WORK
	2/1-2/3	2/6-2/10	2/13-2/17	2/20-2/24	2/27-2/28	Totals	TOTALS	
Highland Bayou Park- Man Hours	2.5	2.5	3.25	1.5	2.25	12	27	Cleaned/Maintained Restrooms;empty trash
Mahan Park- Man Hours	2.5	4	3.25	1.5	3	14.25	8	Cleaned/Maintained Restrooms;empty trash
All Parks/Cemetery	3	0	0	2	0	5	22	
RIGHT-OF-WAY MAINTENANCE	2/1-2/3	2/6-2/10	2/13-2/17	2/20-2/24	2/27-2/28	Total Hours		DESCRIPTION OF WORK
Utility Patch	0	4	0	5	3	0	0	
Utility Patch- Man Hours	0	24	0	6	6	36	0	
Culverts- Linear Feet Set	0	162	0	0	48	0	0	
Man Hours	0	20.75	0	0	9	29.75	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/Install-Man Hours	0	0	0	0	0	0	74	
Pot Holes Filled	32	148	0	367	0	0	112	
Man Hours	3.5	27	0	49	0	79.5	39	
Repaired Driveways	2	0	0	0	0	0	0	
Man Hours	3.5	0	0	0	0	3.5	0	
Grading Ditch-Linear Feet Cut	0	0	0	0	0	0	0	
Man Hours	0	0	0	0	0	0	0	
Sweeping-Man Hours	0	0	0	0	0	0	0	
Grate Repair-Man Hours	0	0	0	6.25	0	6.25	0	
Weed-Eat/Mowing-Man Hours	0	24.25	163.75	65.75	0	253.75	15	
Dress-Ups-Man Hours	0	0	0	0	0	0	0	
Check Drains & Ditches-Man Hours	16.5	0	5.25	27.5	33.25	82.5	23	
Safety Meeting	1	1	1	1	0	4	2	
Brush/Debris Removal-Ma Hours	9	13.5	0	0	0	22.5	0	
Hauling Dirt/Concrete	0	0	0	0	0	0	0	
Street Striping- # of Streets	0	0	0	0	0	0	0	
Man Hours	0	0	0	0	0	0	0	
Miscellaneous	6	1.5	0	6	26.25	39.75	0	
Highland Bayou Park- Rental	0	0	1	1	1	0	0	
TOTAL MAN HOURS						588.75	322	
Comments:								

WATER & SEWER MAINTENANCE DIVISION

ACTIVITY REPORT

Rodney Gamble

2017/February
Utility 22

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	FEB
	2/1-2/7	2/8-2/15	2/16-2/22	2/23-2/28	TOTALS	2016
WATER						
Water leaks repaired	8	8	10	8	34	30
Residential Water Taps	1	0	2	0	3	0
Commercial Water Taps	0	0	0	1	1	0
Remote Read Meters Installed	1	0	0	0	1	0
Low Pressure City Side	0	0	0	0	0	0
Low Pressure Customer Side	0	0	1	0	1	2
Meter Boxes & Lids Replaced	1	1	0	0	2	0
Water Turned On/Off - Citizens	1	2	3	1	7	4
Bad Taste/Smelly Water	0	0	0	0	0	0
Drains Cleaned	2	0	10	2	14	0
TOTAL WORK ORDERS					63	36
Fire Hydrants						
Fire Hydrants Installed	0	0	0	0	0	0
Fire Hydrants Repaired	1	2	0	0	3	0
Fire Hydrants Serviced	0	0	0	0	0	0
SPECIAL PROJECTS						
Storm Drains Repaired	0	0	0	0	0	0
Pick Up Trash	0	0	0	0	0	0

1 of 2

2017/February
Utility 22

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	MONTHLY	FEB
	2/1-2/7	2/8-2/15	2/16-2/22	2/23-2/28	TOTALS	2016
SEWER						
Sewer Stoppages Resolved	4	19	22	7	52	74
Sewer Lines Repaired	3	0	0	0	3	0
Service Lines Repaired	3	0	0	0	3	0
Residential Sewer Taps	0	0	0	0	0	0
Commercial Sewer Taps	0	0	0	0	0	0
Clean-Out Tops Replaced	0	0	2	0	2	0
Clean-Outs Installed	0	0	0	0	0	0
Sewer Lines Installed	0	0	0	0	0	0
Manhole Repaired	0	0	0	0	0	0
Manhole Installed	0	0	1	0	1	0
Lines Locate, Water & Sewer	3	2	3	2	10	19
Miscellaneous						
Dress-Ups	1	1	0	0	2	0
Saw Cuts	0	0	0	0	0	0
Valves Replaced	0	0	0	0	0	0
TOTAL WORK ORDERS					73	93

ANIMAL SERVICES

Galveston County Health District



Animal Services Division
Animal Resource Center - Monthly Report by Jurisdiction
February 2017

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	0	0	0	0	0	0
Clear Lake Shores	0	0	0	0	0	0	0	0	0	0	0	0	0
Dickinson	0	2	1	0	0	0	0	0	0	1	0	0	0
Hitchcock	8	12	5	0	4	1	0	8	1	1	0	0	0
Kemah	6	2	0	0	1	2	0	2	0	0	0	0	0
La Marque	48	26	17	1	2	14	0	20	0	5	0	1	0
Santa Fe	0	4	0	0	0	0	0	0	0	2	0	0	0
Texas City	89	83	55	6	35	17	0	46	4	3	0	0	0
Tiki Island	0	0	0	0	0	0	0	0	0	0	0	0	0
Unincorporated	54	35	44	0	20	12	0	20	5	3	0	1	0
Totals	206	164	122	7	62	47	0	96	10	15	0	2	0

Euthanasia Breakdown

Jurisdiction	Aggressive			Behavior Issue			Health Condition			Illness			Injured			Time/Space			Feral Cat
	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	Dog	Cat	Other	
Bayou Vista																			
Clear Lake Shores																			
Dickinson																			
Hitchcock	3			1						1			1			2			
Kemah										1									1
La Marque	1			3			1			6						1			8
Santa Fe																			
Texas City	5			8			5	2		5	1		3			1			16
Tiki Island																			
Unincorporated	5			2			2			1	1	1	2	1		2			3
Totals	14	0	0	13	1	0	8	2	0	13	3	1	1	5	1	6	0	0	28

Euthanasia Totals	
Dogs	55
Cats	39
Other	2
Grand Total	96

ACO Activities with Reasons

Jurisdiction	Calls Received	Avg Response Time	Assist Law Enforcement	Bite Reports	Carcass Retrieval	Contained by Citizen or Trap	Other	Owner Surrender	Sick or Injured	Stray	Transport	Trap Drop off/Pick up	Unrestrain/Property	Welfare Check or Neglect	Wildlife Assist
Bayou Vista	3	1:29	0	0	0	0	0	0	0	1	0	0	0	2	0
Hitchcock	30	0:37	1	2	0	1	0	0	0	17	0	4	0	5	0
Kemah	12	1:04	0	0	0	1	0	0	1	4	0	0	0	6	0
La Marque	101	0:42	1	0	4	5	0	0	1	58	5	3	0	18	6
Texas City	11	0:14	0	0	0	0	0	0	0	0	11	0	0	0	0
Tiki Island	0	0:00	0	0	0	0	0	0	0	0	0	0	0	0	0
Unincorporated	177	0:38	1	7	0	8	0	0	8	105	9	3	0	20	16
Totals	334	0:40	3	9	4	15	0	0	10	185	25	10	0	51	22

Additional Information

Jurisdiction	Quarantines	Citations Issued	Notices Issued	Registration
Bayou Vista	1	0	0	0
Hitchcock	3	0	3	2
Kemah	0	0	0	0
La Marque	2	6	17	0
Texas City	5	0	0	9
Tiki Island	0	0	0	0
Unincorporated	7	56	25	20
Totals	18	62	45	31

Notes:

Physical Count of animals at ARC on 2/28/17: 198

Galveston County Health District


 Animal Services Division
 Animal Resource Center - Monthly Report by Jurisdiction

 City: La Marque
 Month: February 2017
 Completed By: Marissa Worsham
ANIMALS:**Incoming Animals: 74**

Incoming Field	48
Incoming Shelter	26

Outgoing Animals-Disposition Method: 60

Adoptions	Foster	Rescued by Group	Redeemed by Citizen	Escaped	Euthanized	Disposal Request by Owner	Quarantine Return	Died in Care
17	1	2	14	0	20	5	0	1

 Includes 0
 Owner
 Request Euth
Euthanasia Breakdown (Does not include the Owner Request Euthanasias)

	Dog	Cat	Other
Aggressive	1		
Behavior Issue	3		
Health Condition	1		
Illness	6		
Injured			
Time/Space	1		
Feral Cat		8	
TOTALS	12	8	0

Euthanasia Totals	
Dogs	12
Cats	8
Other	0
Grand Total	20

ACO Activities: 101**Average Response Time** 0:00 (hours)

	Assist Law Enforcement	Bite Case	Carcass Retrieval	Contained by Citizen/Trap	Other	Owner Surrender	Sick/Injured	Stray	Transport	Trap Pick Up/Drop Off	Unrestrained/Property	Welfare Check/Neglect	Wildlife Assist
Animal Not Found								11				4	1
Animal Picked Up	1		4	3			1	16		1			5
Citation/Notice Issued				1				11				7	
Conference w/Owner/Complainant												1	
Dead on Arrival				1									
Escaped During Transfer													
Incident Closed								1	2			1	
Other													
Return to Owner													
Trap Set Up/Pick up								2		2			
Unable to Capture								4					
Unable to Make Contact												1	
Unfounded Incident												1	
Unresolved													
Veterinarian Appointment									3				
Warning(s)								13				3	
TOTALS	1	0	4	5	0	0	1	58	5	3	0	18	6

ADDITIONAL INFORMATION:

Quarantined	2
Citations Issued	6
Notices Issued	17
Registration	0

FINANCE DEPARTMENT



City of La Marque
Budget vs Actual
February 2017

General Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:	Budget	FY 2017	FY 2016	FY 2017	42%	FY 2016	%
Property Taxes	3,209,750	372,398.05	369,998.69	2,907,141.71	91%	2,636,141.57	10%
Sales Tax	3,732,155	397,500.25	435,964.79	1,001,376.75	27%	1,013,723.79	-1%
Franchise Fees	864,000	22,843.82	71,212.80	164,277.43	19%	203,697.03	-19%
Other Taxes	102,000	13,123.70	444.96	13,541.30	13%	12,225.74	11%
Licenses and Permits	327,300	33,517.10	22,963.50	822,016.30	251%	363,921.20	126%
Fines and Forfeits	799,100	102,124.70	120,280.35	301,613.20	38%	324,813.78	-7%
Charges for Services	95,950	4,520.83	10,458.70	64,865.85	68%	43,850.75	48%
Fire and Ambulance Services	365,500	28,941.22	35,997.96	187,644.18	51%	147,781.45	27%
Investment Earnings	10,000	4,491.70	1,680.32	17,503.50	175%	5,139.62	241%
Miscellaneous Revenues	1,000	541.15	32.29	5,107.84	511%	298.97	1608%
Reimbursements	62,000	62,000.00	3,083.33	62,000.00	100%	15,416.65	302%
Intergovernmental	79,050	4,301.44	-	12,904.32	16%	15,800.47	-18%
General Fund - Total Revenues	9,647,805	\$ 1,046,303.96	\$ 1,072,117.69	\$ 5,559,992.38	58%	\$ 4,782,811.02	14%
Expenditures:	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
General Government Division		FY 2017	FY 2016	FY 2017	42%	FY 2016	%
Administration	467,877	30,073.61	29,887.10	159,680.52	34%	104,096.90	53%
Finance	461,111	34,661.35	26,151.65	162,458.25	35%	138,545.20	17%
Inspection	646,035	43,935.93	26,450.15	203,023.11	31%	98,370.03	106%
Judicial	382,809	23,061.12	28,754.32	95,283.47	25%	114,696.51	-17%
City Clerk	160,509	9,532.44	6,401.93	49,487.46	31%	36,641.44	35%
Library	266,331	20,814.95	20,116.53	93,028.27	35%	87,075.83	7%
Information Technology	153,765	11,814.33	8,348.93	59,152.73	38%	37,109.16	59%
Fund Expenditures	1,044,753	156,258.20	100,873.10	627,541.90	60%	492,442.84	27%
	3,583,191	\$ 330,151.93	\$ 246,983.71	\$ 1,449,655.71	40%	\$ 1,108,977.91	24%
Public Safety Division	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
		FY 2017	FY 2016	FY 2017	42%	FY 2016	%
Police	3,664,292	248,418.87	255,512.97	1,207,967.16	33%	1,176,570.31	3%
Animal Control	97,827	26,042.75	23,441.25	50,964.00	52%	23,441.25	117%
Emergency Management	89,136	422.00	(143.98)	2,242.48	3%	1,437.81	56%
Fire/EMS	2,177,073	164,858.87	203,112.90	726,925.47	33%	732,597.23	-1%
Fire Marshal	0	-	-	-	#DIV/0!	353.61	
Subtotal of PSD Expenditures	6,028,328	\$ 439,742.49	\$ 481,923.14	\$ 1,988,099.11	33%	1,934,400.21	3%
Public Works Division	Budget	February	February	Year To Date	Benchmark	Year To Date	Change
		FY 2017	FY 2016	FY 2017	42%	FY 2016	%
Parks	0	-	-	-	#DIV/0!	-	#DIV/0!
Shop/Service	0	-	-	-	#DIV/0!	-	#DIV/0!



City of La Marque
Budget vs Actual
February 2017

PW Admin	0		-		-		#DIV/0!	-	#DIV/0!
Street	817,148		53,594.98		63,637.50		250,988.92	31%	256,406.13
Subtotal of PWD Expenditures	817,148	\$	53,594.98	\$	63,637.50	\$	250,988.92	31%	\$ 256,406.13
General Fund - Total Expenditures	10,428,667	\$	823,489.40	\$	792,544.35	\$	3,688,743.74	35%	\$ 3,299,784.25
Revenues over Expenditures	(780,862)	\$	222,814.56	\$	279,573.34	\$	1,871,248.64		\$ 1,483,026.77
Beginning Unassigned Fund Balance:							4,331,516.49		
Ending Fund Balance:							6,202,765.13		

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



City of La Marque
Budget vs. Actual
February 2017

Utility Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2017	FY 2016	FY 2017	42%	FY 2016	%
	Budget						
Operating Revenue	3,793,727	325,312.83	321,091.59	1,719,767.12	45%	1,644,190.85	5%
Other Revenue	1,000,500	9,333.75	44,912.73	148,131.46	15%	165,212.45	-10%
Utility Fund - Total Revenues	4,794,227	\$ 334,646.58	\$ 366,004.32	\$ 1,867,898.58	39%	\$ 1,809,403.30	3%
Expenditures:		February	February	Year To Date	Benchmark	Year To Date	Change
	Budget	FY 2017	FY 2016	FY 2017	42%	FY 2016	%
UB/Accounting	271,274	31,116.86	19,678.31	106,700.04	39%	77,301.11	38%
Utility Line Maint	1,189,221	58,815.63	41,942.95	223,025.70	19%	244,112.10	-9%
Water & Sewer Operations	2,606,338	200,602.34	163,587.59	736,753.45	28%	777,513.48	-5%
Debt Service	399,667	-	(14,762.70)	76,830.34	19%	30,438.94	152%
Storm Water	18,825	-	-	199.72	1%	76.94	160%
Fund Expenditures	913,952	10,617.59	20,311.68	158,153.43	17%	129,827.34	22%
Utility Fund - Total Expenditures	5,399,277	\$ 301,152.42	\$ 230,757.83	\$ 1,301,662.68	24%	\$ 1,259,269.91	3%
Capital Project-Hwy 3 @ Cedar						133,964.24	
Revenues over Expenses	(605,050)	33,494.16	135,246.49	566,235.90		416,169.15	
Cash and Cash Equivalent Balance as of 2/28/17:				10,082,407.03			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



CITY OF LA MARQUE
Budget vs. Actual
February 2017

Debt Service								
Revenues:	Budget	February FY 2017	February FY 2016	Year To Date FY 2017	Benchmark 42%	Year To Date FY 2016	Change %	
Property Taxes	616,455	67,097.03	65,989.27	531,087.83	86%	476,231.83	12%	
Other Revenue	1,000	645.74	335.40	2,589.83	259%	861.60	201%	
Debt Service Fund - Total Revenues	617,455	\$ 67,742.77	\$ 66,324.67	\$ 533,677.66	86%	\$ 477,093.43	11%	
Expenditures:	Budget	February FY 2017	February FY 2016	Year To Date FY 2017	Benchmark 42%	Year To Date FY 2016	Change %	
Debts	592,454	102,996.88	97,594.38	160,956.61	27%	97,594.38	65%	
Others (transfers)	0	-	-	-	#DIV/0!	-	#DIV/0!	
Debt Service Fund - Total Expenditures	592,454	\$ 102,996.88	\$ 97,594.38	\$ 160,956.61	27%	\$ 97,594.38	39%	
Revenues over Expenditures	25,001	(35,254.11)	(31,269.71)	372,721.05		379,499.05		
Beginning Balance:				691,577.70				
Ending Balance:				1,064,298.75				

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



CITY OF LA MARQUE
Budget vs. Actual
February 2017

HOT Fund		February	February	Year To Date	Benchmark	Year To Date	Change
Revenues:		FY 2017	FY 2016	FY 2017	42%	FY 2016	%
Budget							
Occupancy Tax Collected	100,000	(5,438.85)	3,733.30	24,626.10	25%	19,220.27	28%
Other Revenue	500	473.01	204.72	2,202.09	440%	660.68	233%
HOT Fund - Total Revenues	100,500	(4,965.84)	3,938.02	26,828.19	27%	19,880.95	26%
Expenditures:		February	February	Year To Date	Benchmark	Year To Date	Change
		FY 2017	FY 2016	FY 2017	42%	FY 2016	%
Budget							
Interconnect Transit System	40,000	-	3,333.33	7,264.91	18.16%	13,333.32	-46%
PROFESSIONAL FEES	50,000	-	-	-	0.00%	-	#DIV/0!
Promotional within CLM	3,000	-	-	-	0.00%	-	#DIV/0!
BAYOU FEST	109,079	3,500.00	-	24,107.64	22.10%	24,834.90	-3%
CHRISTMAS EVENT	57,737	3,027.80	859.36	16,358.86	28.33%	5,745.77	185%
MWL-SPONSORSHIP	15,000	-	-	15,000.00	100.00%	-	#DIV/0!
COLM PROMOTIONS	0	-	-	3,305.00	#DIV/0!	-	#DIV/0!
CITY PROMOTION - TC-LM C OF C	25,000	-	-	-	0.00%	-	#DIV/0!
Transfer Out - General Fund							
299,816	\$	6,527.80	\$	4,192.69	\$	66,036.41	22.03%
(199,316)		(11,493.64)		(254.67)		(39,208.22)	
						(24,033.04)	
Beginning Fund Balance:				690,078.74			
Ending Fund Balance:				650,870.52			

*Note: Financials are based on latest data in the system and best year end estimates under normal condition.

*Financials are reflective of most journal entries posted pending completion of monthly reconciliations.



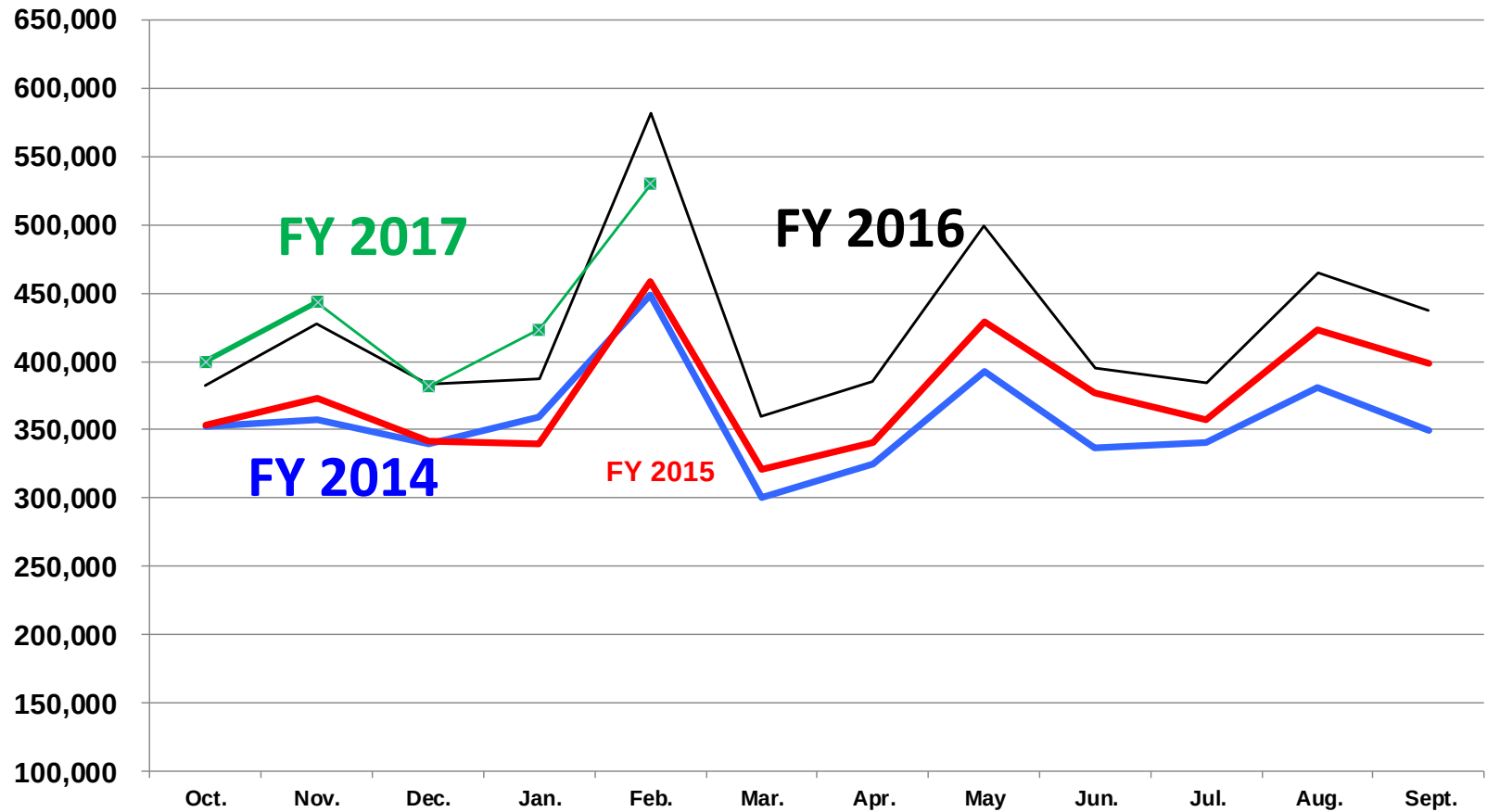
CITY OF LA MARQUE
Cash and Investments
As of 2/28/17

Funds	Amounts
General Fund	6,643,890.91
Utility Fund	10,082,407.03
Utility Restricted Investment	268,734.58
Westside Construction Fund	28,088.75
Equipment Replacement Fund	146,710.58
Library Fund	3,817.41
PD Child Outreach Program	6,228.39
Hotel Motel Fund	586,104.41
Drug Seizure Fund	47,849.43
Home Program Grant	38,552.46
Debt Service Fund	1,076,688.61
Utility Debt Service Fund	0.00
PID Funds	548,542.74
EDC	5,636,225.47
Equipment Maintenance Fund	33,512.14
CDBG Grant	0.00
CDBG Disaster	0.00
2005 CO Capital Projects	498,451.48
2007 CO Capital Projects	672,795.01
2016 CO Capital Projects	3,812,934.49
Section 8 Housing Grant	136,044.45
Sanitation	505,013.69
Disasters Fund	300.00
Parks Fund	32,693.36
Court Technology	43,079.78
Court Security	79,128.34
Child Safety	43,534.64
LEOSE Training Fund	19,398.47
Health Reimbursement Account	(1,294.00)
Clean City Fund	40,200.76
PEG	59,654.05
Donations Fund	153,504.46
Cemetery Fund	24,270.37
Fire Reserve	83,935.37
Library Grants Fund	2,200.84
Capital Improvements	330,646.21
Risk Management Fund	45,525.63
	31,729,370.31

*Note-Cash and investments excluded amounts held in GCWA



SALES TAX REVENUES





SALES TAX COLLECTIONS

	2013-14	2014-15	2015-16	2016-17	Variance	% Change
Oct	352,526	353,446	382,100	399,923	17,823	5
Nov	357,165	372,772	427,185	443,698	16,513	4
Dec	339,503	341,659	383,466	381,766	(1,699)	0
Jan	359,397	339,457	386,841	423,367	36,526	9
Feb	448,418	458,158	581,276	529,986	(51,290)	(9)
Mar	299,908	321,205	359,310			
Apr	325,346	340,790	385,191			
May	392,219	429,148	499,495			
Jun	336,816	376,517	395,553			
Jul	340,341	357,680	384,375			
Aug	380,637	423,549	464,888			
Sept	<u>349,540</u>	<u>398,631</u>	<u>437,586</u>			
Total	<u>\$4,281,816</u>	<u>\$4,513,052</u>	<u>\$5,087,267</u>	<u>2,178,740</u>	<u>\$17,872</u>	<u>0.83</u>



FINANCIAL HIGHLIGHTS

February 28, 2017

GENERAL FUND

REVENUES (Overall increased by 14%)

- Property taxes increased by 10%.
- Sales tax declined by 1%.
- Franchise declined by 19% mainly due to timing of cable franchise received.
 - Electricity increased from \$116,937 to \$128,334.
 - CenterPoint increased from \$12,872 to \$16,794.
 - Reliant increased from \$3,539 to \$7,629.
- Gulf Greyhound Parks admission fees decreased from \$3,254 to \$508 this year.
- Licenses and permits revenues increased from \$363,921 to \$822,016. Excluding the one-time pipeline permit, licenses and permits increased by 53% from last year.
 - Pipeline permits-the City received \$264,015 from HSC current year.
 - Building permits increased from \$76,675 to \$149,140.
 - Plan review fees increased from \$12,565 to \$25,181.
 - Coin operated machines increased from \$253,210 to \$391,516.
- Fines and forfeitures declined 7%.
- Fire and ambulance service revenues increased by 27%.
 - Ambulance services increased from \$138,552 to \$174,054.
 - Fire code plan review increased from \$1,660 to \$7,260.
 - Fire code inspection increased from \$2,485 to \$6,330.
- Interest revenue increased from \$5,140 to \$17,504.
- Miscellaneous revenues increased from \$299 to \$5,108 mainly due to rebates from Buyboard and Citi Bank.

EXPENDITURES (Overall increased by 11%)

Highlights contributing increase include the following:



FINANCIAL HIGHLIGHTS

February 28, 2017

- Administration increased by 53% mainly due to personnel related expenditure.
- Development Services increased from \$98,370 to \$203,023 mainly due to personnel related cost (additional \$40,000); professional services (additional \$20,000); mowing (additional \$40,000).
- City Clerk increased by 35% mainly due to legal advertising.
- IT increased by 59% mainly due to personnel related expenditure.
- Fund expenditure increased 27% mainly due to transfer out to Capital Projects Fund for demolition, drainage, streets maintenance, and police projects as approved by Council through budget process.

UTILITY FUND

Revenues overall increased by 3%.

- Investment interest increased from \$4,750 to \$17,647.

Expenses overall increased by 3%:

- Debt increased by 52% due to issuance of 2016 CO for capital.

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

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Page 1

Department Number - 2 FINANCE/ACCOUNTING/TAX
Program Number - FINANCE/ACCOUNTING/TAX

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
20126	MYSTY NAUCK	02/03/17	70491	6.00			177.74	
20126	MYSTY NAUCK	02/17/17	70603	2.00			59.25	
Total for Employee				8.00			236.99	
20125	OFELIA VASQUEZ	02/03/17	70490	1.00		N	18.00	0210302100
20125	OFELIA VASQUEZ	02/17/17	70602	2.25		N	40.50	0210402100
Total for Employee				3.25			58.50	
Total for Program - FINANCE/ACCOUNTING/TAX				11.25			295.49	
Total for Department - 2 FINANCE/ACCOUNTING/TAX				11.25			295.49	
40128	SHEILA MAYA	02/03/17	70500	2.00			34.50	
Total for Employee				2.00			34.50	
40129	CONNIE PELZER	02/03/17	70501	3.00		N	97.34	
Total for Employee				3.00			97.34	
Total for Program - JUDICIAL				5.00			131.84	
Total for Department - 4 JUDICIAL				5.00			131.84	
50193	TROY ANDERS	02/03/17	70527	12.00			429.68	
Total for Employee				12.00			429.68	
50186	EVELYN ARREDONDO	02/03/17	70521	7.00			277.70	
50186	EVELYN ARREDONDO	02/17/17	70635	7.50			297.54	
Total for Employee				14.50			575.24	
50163	ANDREW BEST	02/03/17	70517	22.00			922.28	
50163	ANDREW BEST	02/17/17	70631	7.50			314.42	
Total for Employee				29.50			1,236.70	
50148	TINA CRAWFORD	02/17/17	70624	24.00			769.03	
Total for Employee				24.00			769.03	
50202	MATTHEW CYPERT	02/03/17	70531	14.00			478.88	
50202	MATTHEW CYPERT	02/17/17	70645	2.00			68.41	
Total for Employee				16.00			547.29	
50139	RICHARD GARCIA	02/03/17	70507	2.00			115.23	
Total for Employee				2.00			115.23	

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

skou
Pay Type History Report

02/28/17 19:15

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
50176	JESSE GUZMAN	02/17/17	70634	1.25			47.90	
Total for Employee				1.25			47.90	
50204	KENNETH HERNANDEZ	02/03/17	70533	44.00			1,551.40	
Total for Employee				44.00			1,551.40	
50192	RICHARD HERNANDEZ	02/03/17	70526	12.00			447.86	
Total for Employee				12.00			447.86	
50187	JOSHUA HUMAN	02/03/17	70522	25.50			1,181.16	
50187	JOSHUA HUMAN	02/17/17	70636	3.00			138.96	
Total for Employee				28.50			1,320.12	
50205	KELLIE LADD	02/03/17	70534	35.00			1,010.68	
Total for Employee				35.00			1,010.68	
50188	DANIEL O'CONNOR	02/03/17	70523	6.00			219.26	
Total for Employee				6.00			219.26	
50154	TIWANNA PORTER	02/03/17	70513	14.00			410.15	
Total for Employee				14.00			410.15	
50134	GEOFFREY PRICE	02/03/17	70506	7.00			342.89	
Total for Employee				7.00			342.89	
50203	MICHAEL RAMSEY	02/03/17	70532	2.75			117.49	
50203	MICHAEL RAMSEY	02/17/17	70646	4.50			191.33	
Total for Employee				7.25			308.82	
50165	SHELBY SAMUELSON	02/03/17	70518	2.00			97.67	
50165	SHELBY SAMUELSON	02/17/17	70632	2.25			109.88	
Total for Employee				4.25			207.55	
50196	JOSE SANTOS	02/03/17	70528	15.50		N	559.72	
Total for Employee				15.50			559.72	
50197	BRITTANY SMITH	02/03/17	70529	2.75			95.77	
Total for Employee				2.75			95.77	
50038	CHAD WAGGONER	02/03/17	70502	10.00			597.54	
Total for Employee				10.00			597.54	
Total for Program - POLICE				285.50			10,792.83	
Total for Department - 5 POLICE				285.50			10,792.83	

praptrp2 City of La Marque
Pay Type - 0 Overtime
Fund Number - 1 GENERAL FUND

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Department Number - 6 FIRE Program Number - FIRE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
60121	NATHAN BAGGS	02/17/17	70665	12.00		N	285.98	
60121	NATHAN BAGGS	02/17/17	70665	2.00		N	47.66	
Total for Employee				14.00			333.64	
60075	CURTIS BARBER	02/17/17	70655	2.00		N	72.22	
Total for Employee				2.00			72.22	
60092	MICHAEL BILLIOTT	02/03/17	70543	2.00			66.17	
Total for Employee				2.00			66.17	
60113	AMANDA BLACK	02/17/17	70661	12.00		N	426.42	
60113	AMANDA BLACK	02/17/17	70661	2.00		N	71.07	
Total for Employee				14.00			497.49	
60117	MICHAEL CARLSON	02/03/17	70548	5.50		N	235.92	
Total for Employee				5.50			235.92	
60124	JASON CROCKOM	02/17/17	70667	12.00		N	311.47	
60124	JASON CROCKOM	02/17/17	70667	24.00		N	622.94	
Total for Employee				36.00			934.41	
60077	JOSE GONZALEZ	02/03/17	70541	40.50			1,584.85	
60077	JOSE GONZALEZ	02/17/17	70656	12.00			469.58	
Total for Employee				52.50			2,054.43	
60115	ZACHERY HON	02/17/17	70662	48.00		Y	1,508.64	
60115	ZACHERY HON	02/17/17	70662	26.00		Y	778.18	
Total for Employee				74.00			2,286.82	
60123	JAMES MATTHEWS	02/17/17	70666	11.00		N	254.97	
60123	JAMES MATTHEWS	02/17/17	70666	14.00		N	324.51	
Total for Employee				25.00			579.48	
60097	WILLIAM REED	02/03/17	70544	6.00			258.96	
60097	WILLIAM REED	02/17/17	70659	4.00			172.64	
Total for Employee				10.00			431.60	
160037	KARI WELCH	02/03/17	70558	2.00			68.05	
160037	KARI WELCH	02/17/17	70673	12.00			416.43	
Total for Employee				14.00			484.48	
60119	TONY WRIGHT	02/03/17	70549	24.00			868.32	
Total for Employee				24.00			868.32	
Total for Program - FIRE				273.00			8,844.98	
Total for Department - 6 FIRE				273.00			8,844.98	

praptrp2 City of La Marque
Pay Type - O Overtime
Fund Number - 1 GENERAL FUND

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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
120155	CHRISTOPHER BIVENS	02/17/17	70684	2.00			32.97	
Total for Employee				2.00			32.97	
240122	EUSTACIO GONZALES	02/17/17	70688	.25			6.26	
Total for Employee				.25			6.26	
210141	VENISHA HENDERSON	02/03/17	70572	2.50			54.70	
210141	VENISHA HENDERSON	02/17/17	70687	1.50			32.82	
Total for Employee				4.00			87.52	
210124	AMANDA HOBBY	02/03/17	70571	4.00			106.73	
Total for Employee				4.00			106.73	
120157	JARED WILSON	02/17/17	70685	15.50		N	255.52	
Total for Employee				15.50			255.52	
Total for Program - PUBLIC SERVICES				25.75			489.00	
Total for Department - 12 PUBLIC SERVICES				25.75			489.00	
Total for Fund - 1 GENERAL FUND				600.50			20,554.14	
220135	ERNEST DICKEY	02/17/17	70697	16.50			295.81	
Total for Employee				16.50			295.81	
220138	BRODERICK FRANK	02/17/17	70698	2.00			35.86	
Total for Employee				2.00			35.86	
220102	RODNEY GAMBLE	02/17/17	70694	13.50			336.15	
Total for Employee				13.50			336.15	
220143	RYAN JONES	02/03/17	70586	1.50			24.73	
220143	RYAN JONES	02/17/17	70701	32.00			527.52	
Total for Employee				33.50			552.25	
220141	JASON MOSES	02/03/17	70584	3.00			49.46	
220141	JASON MOSES	02/17/17	70699	2.00			32.97	
Total for Employee				5.00			82.43	
220142	APOLINAR RESENDEZ	02/03/17	70585	1.00			16.49	
220142	APOLINAR RESENDEZ	02/17/17	70700	11.50			189.58	
Total for Employee				12.50			206.07	
Total for Program - UTILITY LINE MAINTENANCE				83.00			1,508.57	

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Pay Type - MO Mid Overtime
Fund Number - 1 GENERAL FUND

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Pay Type History Report

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Department Number - 5 POLICE Program Number - POLICE

Employee Number	Employee Name	Check Date	Check Number	Units	Pay Rate 1	Ovr Amt	Amount	Account Compressed
50191	DASHIELL CANTU	02/03/17	70525	12.00			442.30	
Total for Employee				12.00			442.30	
50160	FORREST GANDY	02/03/17	70515	8.00			408.08	
50160	FORREST GANDY	02/17/17	70629	8.00			408.08	
Total for Employee				16.00			816.16	
50139	RICHARD GARCIA	02/03/17	70507	12.00			691.36	
Total for Employee				12.00			691.36	
50204	KENNETH HERNANDEZ	02/03/17	70533	12.00			423.11	
Total for Employee				12.00			423.11	
50205	KELLIE LADD	02/03/17	70534	4.00			115.51	
50205	KELLIE LADD	02/17/17	70648	30.00			874.31	
Total for Employee				34.00			989.82	
50190	NICOLE PERALES	02/03/17	70524	12.00			456.28	
Total for Employee				12.00			456.28	
50196	JOSE SANTOS	02/17/17	70642	19.00			704.66	
Total for Employee				19.00			704.66	
50214	AARON SKAGGS	02/03/17	70536	12.00			386.60	
Total for Employee				12.00			386.60	
Total for Program - POLICE				129.00			4,910.29	
Total for Department - 5 POLICE				129.00			4,910.29	
Total for Fund - 1 GENERAL FUND				129.00			4,910.29	
Total for Pay Type - MO Mid Overtime				129.00			4,910.29	
Grand Totals -				129.00			4,910.29	