



**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 Casey McAuliffe- District D**

OFFICIALLY POSTED ON THE WEB: DATE: 10.5.18 TIME: 11:15 a.m.

**ORDINANCE NO. O-2018-0014
RESOLUTION NO. R-2018-0025**

**CITY OF LA MARQUE
REGULAR CITY COUNCIL
AGENDA
of
October 8, 2018**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on Monday, October 8, 2018, 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- Municipal Court Week - November 5-9, 2018
- (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. Minutes of City Council for a Special meeting held on July 23, 2018 (5:00 p.m.)
 - b. Minutes of City Council for the Regular meeting held on September 10, 2018

- c. Minutes of City Council for a Special meeting held on September 11, 2018
- d. Minutes of City Council for a Special meeting held on September 17, 2018
- e. Acceptance of a Proposal submitted by Ron Cox Consulting to conduct a search for a new City Manager for the City of La Marque
- f. Authorizing the Mayor to execute a letter to the La Marque Economic Development in regards to receiving revitalization funds for Galveston County match (\$1,000,000.00)
- g. Authorizing the Mayor to execute a letter to the La Marque Economic Development Corporation in regards to receiving funds for TxDOT infrastructure enhancements (\$60,000.00)
- h. Discussion/possible action regarding authorizing the City Manager to negotiate a sponsorship agreement with People Generation for Magical Winter Lights 2018 in an amount not to exceed \$40,000.00.
- i. Discussion/possible action regarding the approval of a three (3) year agreement between the City of La Marque and the La Marque Police Association beginning October 1, 2018 and ending on September 30, 2021.
- j. Adopting Resolution No. R-2018-0025- in Recognition of Municipal Court Week November 5-9, 2018

(7) PUBLIC HEARING

- a. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765 - Chief of Police K. Jackson **THIS IS THE SECOND AND FINAL READING**

(9) AGREEMENTS/CONTRACTS

- a. Discussion/possible action authorizing the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing upon execution, and expiring September 30, 2019, in return for payment in the amount of twenty two thousand five hundred dollars and no cents (\$22,500.00) - Fire Chief G. Grimm
- b. Discussion/possible action regarding approval of annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided, including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations, in the amount of \$12,708.00 - Assistant Public Service Director C. Cary

- c. Discussion/possible action regarding approving a professional services agreement with Precision Utilities, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque in the amount of \$150,000.00 – Interim Public Services Director D. Shaver
- d. Discussion/possible action regarding approval of the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,382,379.00 which includes Bond B in the amount of \$37,129.00 and Bond D in the amount of \$245,250.00 – Assistant Public Services Director C. Cary

(10) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-0013** approving a re-zone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main) – Dev. Services Coordinator S. Sutton **THIS IS THE FIRST READING.**
- b. Discussion/possible action regarding Ordinance No. **O-2018-0014**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges – Finance Director S. Kou **THIS IS THE FIRST READING.**
- c. Discussion/possible action regarding authorizing the Police Department and the Municipal Court to finance the purchase of nine (9) marked patrol vehicles; eight (8) for the Police Department and one (1) for the City Marshal – Chief of Police K. Jackson

(11) AWARD OF BIDS

- a. Discussion/possible action regarding the award of depository contract to Texas First Bank for a one year term and an option to extend for one additional year – Finance Director S. Kou
- b. Discussion/possible action regarding award of Bid **#LM 02-19** to Petroleum Traders Corporation for fuel in the amount of \$15,000.00, in differential costs – Assistant Public Services Director C. Cary

- c. Discussion/possible action regarding award of Bid #LM 03-19 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$30,800.00 – Assistant Public Services Director C. Cary
- d. Discussion/possible action regarding award of Bid #LM 07-19 to CPR Services & Supplies dba MDN Enterprises for Water & Sewer Supplies in the amount of \$125,278.45 – Assistant Public Services Director C. Cary
- e. Discussion/possible action regarding award of Bid #LM 01-19 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$ 65,000.00 – Assistant Public Services Director C. Cary
- f. Discussion/possible action regarding award of Bid #LM 05-19 to Evoqua Water Technologies for Odor and Corrosion Control in the amount of \$178,200.00 – Assistant Public Services Director C. Cary
- g. Discussion/possible action regarding authorizing the City Manager to accept Texas Pride Utilities' proposal to perform emergency Sanitary Sewer manhole repairs at the 6th Street Lift station in the amount of \$64,300.00 – Assistant Public Services Director C. Cary
- h. Discussion/possible action regarding approval of LJA Engineering's Proposal for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 Million Gallon per Day (MGD) Wastewater Treatment Plant (WWTP) Expansion in the amount of \$135,925.00 – Interim Public Services Director D. Shaver

(12) APPOINTMENTS/NOMINATIONS

- a. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions – Mayor Hocking

(13) 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)

(14) 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 salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;*
- (4) a reminder about an upcoming event organized or sponsored by the governing body;*
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended*

by a member of the governing body or an official or employee of the municipality or county; and
(6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

(15) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before October 5, 2018, before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk

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• This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or
• interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-
• 9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.
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**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
OF
July 23, 2018**

Special Called City Council Meeting Minutes of the City of La Marque City Council held on Monday, July 23, 2018, beginning at 5:00 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 5:00 p.m.

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Carol Buttler	City Manager
Robin Eldridge	City Clerk

(3) PUBLIC HEARING

- a. Conduct a Public Hearing to hear public input regarding Ordinance No. **O- 2018-009**, an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2018; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto.

Mayor Hocking Called the public hearing to order at 5:00 p.m.

No one spoke.

Mayor closed the Public Hearing and reconvened the Special Meeting at 5:01 p.m.

(4) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-009**, an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2018; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating



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Thereto. **THIS IS THE FIRST AND FINAL READING (as per Texas Government Code 1201.028)**

** Councilmember Lane made a motion to adopt Ordinance No. **O-2018-009**, an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2018; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto. **THIS IS THE FIRST AND FINAL READING (as per Texas Government Code 1201.028)**

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

(5) NEW BUSINESS

a. Discussion/possible action regarding approving a commercial real estate contract with Abundant Life Christian Center, Inc. for purchase of three (3) previously leased structures for City facilities in the amount of \$3,000,000.00.

** Councilmember Michetich made a motion to approve a commercial real estate contract with Abundant Life Christian Center, Inc. for purchase of three (3) previously leased structures for City facilities in the amount of \$3,000,000.00.

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

(6) ADJOURNMENT

** Councilmember Michetich made a motion to adjourn the Special Called Meeting at 5:02 p.m. Mayor Pro-Tem Bell seconded. **MEETING ADJOURNED.**

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
September 10, 2018**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, September 10, 2018, 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

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charlene Warren	Interim City Manager
Robin Eldridge	City Clerk
Ellis Ortego	City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE- Mayor Pro-Tem Bell led the invocation and the Pledge of Allegiance was led by Mayor Hocking

(4) PRESENTATIONS/ PROCLAMATIONS

a. Art Presentation- Paul Bernard

Mayor Hocking introduced Paul Bernard, an employee in the Public Services Department for the City of La Marque who presented a painted Mural of the City including co-workers and officials. Mr. Bernard has been painting since he was eight years old. He thanked Chaise Carey, his supervisor, and said he would like to show his appreciation to the Mayor and other officials for their leadership. He said that he is going to show his work later this month in the Art Walk in Texas City.

b. Proclamation- "Constitution Week" - Mayor Hocking presented Catherine Polk and Cheryl Tucker with a proclamation in support of Constitution Week, which is September 17, 2018 through September 23, 2018.

Before the following, Mayor Hocking introduced Charlene Warren as the Interim City Manager



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(5) CITIZENS PARTICIPATION

1. Clarence Caldwell reported an accident involving four-wheelers recently, and something needed to be done about the four-wheelers. He reported that the gentlemen that were sent out to change out his water meter, didn't have the correct tools to the job, and there was no supervisor on hand; and another issue he reported was a raw sewer leak in the ditch, the lift station was backed and over-flowing. He wasn't happy about the response he received from one of the workers, when he addressed him about this issue, and also the lack of personnel when staff is on vacation to address his issues.
2. Bo Hunter reported that he had been a resident of the City for fifty-one years. "I am here as a citizen and under the present Police administration, we have had three discrimination complaints and one discrimination suit filed by four employees of the Police Department." He further said that at the time, there were only three black officers working for the City. "Something needs to be done folks." He further compared himself to the Mayor as to who would make it home safely each day, "Not because of a DWI, but because of DWB. That's the difference between my world and his world, and I would like for all of us to live in the same world and be treated right. If the people that work in the police department are not being treated fairly, by the people that they work for, what do you think that will happen to me if I get stopped, what kind of chance to I have as a normal citizen?" He wanted to see an outside investigation done to see why these things are taking place.
3. Moses A. Wilmore handed out pictures for Council to observe that show a picture of a warehouse and reported that there is drug activity at that location. Reported other areas that also include drug activity. "We notified the Police Department six times, concerning that particular matter, and the problem has not been solved, and it has been going on for the past three years. The raids have not solved the problems, these people go back to doing what they are doing. The warehouse is an embarrassment to the City. The projection of La Marque is always centered around drugs, so we have to have visible Police presence in the neighborhood. This is not ostersizing the present Police Chief, but Under Chief Aragon, he carried on a "zero tolerance" for drugs for two or three months, and it cleaned up the streets. He kept it that way for two or three years."

Mayor Pro-Tem said as a point of information, "We have understood for a long time that one of the challenges we have here is the narcotics trade. I just wanted to let you know and let the citizens know that we have increased our capacity to address those narcotics issues 100%. So, while there was certainly staff members that were dedicated to that, we have doubled that, I am not going to say how many, I don't want to reveal what Chief Jackson is or is not doing, but I need to let us know that we understand that there is an issue and this Council has in a 100% percent way



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doubled our ability to address the drug and narcotic activity in our City; you can find that in the budget.”

The pictures were going to be referred to the Code Compliance Supervisor and to the Police Chief.

4. Todd Riddle on behalf of Garner Environmental, “Garner is a local business here, and has been operating out of its facility since about 1990. We are an environmental services company, serving the Gulf Coast region.” He then introduced Shanna Wade and Curtis Galloway, two other representatives of Garner that were present. Garner, recently acquired a company out of Louisiana, OMI, an environmental services company also, for oil spill cleanups. OMI company brings over about one hundred and seventy five employees and Garner employees about sixty-five employees, occupying several locations, with one being in La Marque. “We had sought permission and approval from City Council to re-plat and rezone a tract on Main Street to construct a parking lot with a privacy fence.”

(6) CONSENT AGENDA

- a. La Marque Employee Benefits Trust Minutes 7.23.2018
- b. Special Called City Council Meeting Minutes 8.6.2018
- c. Regular City Council Meeting Minutes 8.13.2018
- d. Special Called City Council Meeting Minutes 8.16.2018
- e. Special Called City Council Meeting Minutes 8.28.2018
- f. Discussion/possible action regarding adopting Resolution No. **R-2018-0021**, the Investment Policy

** Councilwoman Mc Auliffe made a motion to approve the Consent Agenda
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

(7) PUBLIC HEARING

- a. Conduct **SECOND** Public Hearing (as per City Charter) to hear public input regarding FY (2018-2019) Proposed Budget for the City of La Marque.

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

Geraldine Sam spoke. She wanted to make sure that the employees were getting some type of compensation to offset the economy going up. She then asked in light of the Renaissance District, will eminent domain be in effect. “Will the City have to pay certain property owners in that area?” She then stated that the City had not had a tax increase in La Marque in a long time, and asked if the taxes were going to increase.



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Mayor provided point of information and said that yes there were some enumeration for employees and that eminent domain has not been discussed as of yet and that there would be no increase in taxes.

Clarence Caldwell began to speak of another subject and was asked to return at a later date for the issues he was bringing forward, since this was a public hearing for the proposed budget.

Mayor Hocking closed the Public Hearing and reconvened the Regular meeting at 6:34 p.m.

(8) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-0010** making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2018 and ending September 30, 2019 appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque for 2018-2019 fiscal year. **THIS IS THE FIRST READING**

** Councilmember Michetich made a motion to adopt Ordinance No. 2018-0010.

** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. **Discussion**/possible action regarding adopting Ordinance No. **O-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765. **THIS IS THE FIRST READING**

** Councilmember Lane made a motion to adopt Ordinance No. O-2018-0012.

** Councilmember Michetich seconded.

** Councilwoman Mc Auliffe asked for clarification of the changes to the speed limits to which Chief Jackson explained. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding the Planning & Zoning recommendation for denial of a re-zone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly



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described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

- ** Councilmember Michetich made a motion for APPROVAL of the rezone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

- ** Mayor Pro-Tem Bell seconded for the purpose of discussion.

Councilmember Michetich reported that as ex officio to the Planning and Zoning Commission, he attended the meeting where this item was discussed. At that time, the possibility of spot-zoning was discussed, but stated that all of the residents within 200 feet of the property were notified and that there was no negative feedback to rezone from the persons within those parameters.

- ** Mayor Pro-Tem changed his motion from discussion to APPROVAL of the rezone. **MOTION CARRIED UNANIMOUSLY.** (This item will be on the next agenda in October with an Ordinance)

- d. Discussion/possible action regarding the Planning & Zoning recommendation for denial of a re-plat being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

- ** Councilmember Michetich made a motion for APPROVAL of a re-plat being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly



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described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

** Mayor Pro-Tem Bell seconded.

** Councilwoman Mc Auliffe is in favor, but reminded them of all of the trees that were located on the above property and asked that they place some substantial landscaping and or hedges on the property once the parking lot is put in to replace some of the trees, that are not able to be saved. **MOTION CARRIED UNANIMOUSLY.**

e. Discussion/possible action regarding adoption of City of La Marque Brand Style Guide.

Public Information Officer Colleen Merritt handed out a brochure to show a few revisions to the brand style that was included in the packet, showing a color pallet. The showing of envelopes and letterhead currently being used was presented and it was said that this would serve to have more continuity and adding some polish.

** Councilmember Lane made a motion to adopt the City of La Marque Brand Style.

** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

f. Discussion/possible action regarding creation of La Marque Renaissance District and adoption of La Marque Renaissance District Development Guidelines.

** Ms. Merritt distributed a few more brochures showing the La Marque Renaissance District Guidelines, outlining areas and showing different colors and designs. "Art of Coffee" is coming into one of the sections of the strip center located in this District and being the first for construction, and a food establishment by the name of "Birdies".

** Mayor Pro-Tem Bell made a motion to approve the creation of La Marque Renaissance District and adoption of La Marque Renaissance District Development Guidelines

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

g. Discussion/possible action regarding adoption of City of La Marque Social Media Policy.

Being the first task when first employed, Ms. Merritt explained the importance for employees to adopt a Social Media Policy.



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- ** Councilmember Lane made a motion to adopt the City of La Marque Social Media Policy.
- ** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

(9) APPOINTMENTS/NOMINATIONS

- a. Discussion/possible action regarding adopting Resolution No. **R-2018-0022** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2019
 - ** Councilmember Lane nominated Councilmember Michetich to serve as Representative and adopt Resolution No. **R-2018-0022** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2019
 - ** Mayor Pro-Tem Bell nominated Councilwoman Mc Auliffe as Alternate. **NOMINATIONS STOOD AS SUBMITTED.**
- b. Discussion/possible action regarding submission of candidate choices for Places 11-14 to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees
 - ** Councilwoman Mc Auliffe made a motion to approve the submission of the candidate choices for Places 11-14 to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- c. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions
 - ** Councilwoman Mc Auliffe reappointed Larry Walker to the Parks Board.
 - ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

(10) EXECUTIVE SESSION

There was no Executive Session

(11) REQUEST AND ANNOUNCEMENTS

Councilwoman Mc Auliffe thanked Council for a productive Workshop conducted earlier. Told everyone to be safe.
Councilmember Michetich thanked everyone for attending and encouraged persons to apply for positions to the Boards and Commissions
Mayor Pro-Tem Bell asked the Interim City Manager to provide to City Council legal - alternative meeting settings (anything that the State would deem legal whether it be video-conferencing or teleconferencing) so that it could be



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provided at some time for the Boards and Commissions to use and possibly attract more folks to volunteer but that do not have time or don't have sitters, that might be able to meet from home through other technology.

He then welcomed Charlene Warren to the Interim City Manager position, "She has been Ms. Buttlers' right hand for the past three years. She is more than capable of steering the City and directing staff until a permanent replacement is found. But also I want to thank Carol Buttler who has guided the City through difficult times. We went from having a significant deficit to having a significant surplus. We have been on the verge of opening a new Fire Station and have added several staff persons in key positions. She has been responsible for innovating many of our departments, and responsible for our logo and re-brand. We owe Ms. Buttler a debt of gratitude that we cannot pay. I will always remember her for being the right City Manager at the right time and so we wish her a happy and healthy retirement and we wish her the opportunity to live her life to the best of her abilities and we wish you well."

Mayor Hocking concurred. Reminded all of a special scheduled meeting for the following night. They are keeping an eye on a rain event that has potential of coming into the Gulf, but will cause some rain but be out by the end of the weekend. Has plans of taking his wife to Colorado for her birthday, and hopes the weather will cooperate.

(12) ADJOURNMENT

** Councilwoman Mc Auliffe made a motion to adjourn the Regular meeting at 7:06 p.m.

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

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



1111 Bayou
La Marque, Texas 77568
409.938.9202

**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MEETING MINUTES
OF
September 11, 2018**

Special City Council Meeting Minutes of the City of La Marque City Council held on Tuesday, September 11, 2018, 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 6:06 p.m.

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charlene Warren	Interim City Manager
Robin Eldridge	City Clerk

(3) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. O-2018-0011, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2018 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. **THIS IS THE FIRST READING**

** Mayor Pro-Tem Bell "I move that the property tax rate be increased by the adoption of a tax rate of 0.490764 which is effectively a 0.9973 percent increase in the tax rate."

** Councilmember Michetich seconded.
Mayor Hocking stated, "For the record, we are keeping our same tax rate of 0.490764, which we have had for the past several years."

MOTION CARRIED UNANIMOUSLY: 5 AYES and 0 NAYS

(5) ADJOURNMENT

** Councilmember Lane made a motion to adjourn the Special Called Meeting at 6:07 p.m. Councilmember Bell seconded. **SPECIAL CALLED MEETING ADJOURNED.**



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409.938.9202

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



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409.938.9202

**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MEETING MINUTES
OF
September 17, 2018**

Special City Council Meeting Minutes of the City of La Marque City Council held on Monday, September 17, 2018, 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 6:02 p.m.

(2) ROLL CALL

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D - ABSENT

OTHER OFFICIALS PRESENT:

Charlene Warren	Interim City Manager
Robin Eldridge	City Clerk

(3) PUBLIC HEARINGS

- a.** Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2018-0010**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2018 and ending September 30, 2019 appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque for 2018-2019 fiscal year.

Mayor Hocking closed the Regular Meeting and opened the Public Hearings at 6:02 p.m.

No one spoke.

- b.** Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2018-0011**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2018 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

No one spoke.



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Mayor Hocking closed the Public Hearings at 6:04 p.m.

(4) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-0010** making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2018 and ending September 30, 2019 appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque for 2018-2019 fiscal year. **THIS IS THE SECOND AND FINAL READING**

** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2018-0010.
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. Discussion/possible action regarding adopting Ordinance No. **O-2018-0011**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2018 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. **THIS IS THE SECOND AND FINAL READING**

** Mayor Pro-Tem Bell made the motion: "I make a motion that we adopt Ordinance No. **O-2018-0011**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2018 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid, and that the property tax rate be increased by the adoption of a tax rate of 0.490764 which is effectively a 0.9973 percent increase in the tax rate."

** Councilmember Michetich seconded. **4 AYES and 0 NAYS** (Councilwoman Mc Auliffe absent) **MOTION CARRIED UNANIMOUSLY.**

- (5)** Discussion/possible action regarding adopting Resolution No. **R-2018-0023** to deny Texas-New Mexico Power's electric rate increase request for the maximum period allowed by law.

** Councilmember Michetich made a motion to adopt Resolution No. R-2018-0023.
Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

(6) ADJOURNMENT

** Councilmember Lane made a motion to adjourn the Special meeting at 6:06 p.m.
** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

Bobby Hocking, Mayor



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La Marque, Texas 77568
409.938.9202

ATTEST:

Robin Eldridge, TRMC
City Clerk



City of La Marque, Texas

Proposal

**City Manager
Executive Search**

**Ron Cox
Ron Cox Consulting
120 St. Andrews
Friendswood, Texas 77546**

**281.543.0042
rcox@roncoxconsulting.com**

September 26, 2018



September 26, 2018

Honorable Bobby Hocking
Mayor
1111 Bayou Road
La Marque, Texas 77568

Mayor Hocking:

It is my pleasure and privilege to submit this proposal to conduct the search for the new City Manager of La Marque. I believe you will see by this Statement of Qualifications that my 28 years of professional experience as a city manager in four cities, my consulting experience over the last 12 years and the professional team I have assembled to assist in the search will serve you well in this important effort.

The search for and hiring of a City Manager is one of the most important decisions the Mayor and City Council will make as elected officials. The type of person hired, qualifications of the individual, and the relationship built with each other will be the determining factors in your combined successes.

I look forward to the opportunity to assist you in this effort. Should you have any questions or concerns about my proposal, feel free to ask.

Sincerely,

Ron Cox
120 St. Andrews
Friendswood, Texas 77546

Description of Firm

Ron Cox Consulting

Ron Cox Consulting was formed in May 2006. As principal, Ron Cox has had an active career in local government beginning in 1972 after graduating from college. In 1978, he became a city manager, and served continuously as a city manager in four different cities with populations ranging from 3,000 to 34,000 until May 2006. In that 28-year time-period, he worked tirelessly for the citizens, elected officials and staffs of those cities.

Because of his wide range of experience, Mr. Cox embarked on a path to be of assistance to officials in other Texas cities. His business plan is geared to assisting small to medium size cities. He has assisted city councils and staff in strategic planning and staff development, in resolving planning and development issues, and in searching for their executive staff.

In the years since he left the city he has had active engagements with sixty one different cities. A client list is included in this packet of information and any can be used as references.

Following is a list of successful searches conducted by Mr. Cox and his associates.

- City of Dickinson – Julie Johnston Robinson, City Administrator 2006-17
- City of Manvel – Kyle Jung, City Manager 2012-
- Harris Galveston Subsidence District - John Turco, General Manager, 2013-
- City of Lufkin - Assisted Mayor and Council in determining their expectations and qualifications for the City Manager position. 2014
- City of Kemah – Wendy Ellis, City Administrator 2016-
Nick Haby, Community Services Director, 2016-
City Secretary, 2016-17.
- City of Richwood – Michael Coon, CM 2017-
- City of Spring Valley* – Julie Johnston Robinson, City Administrator 2017-

* In June 2017 I was engaged to facilitate the selection of the City Administrator. Ms. Robinson was selected as the Interim City Administrator. She was eventually selected as the City Administrator. Although I did not recruit the interim, nor was a full search conducted, I did advise the Mayor and City Council on their interim selection, assisted in the determination of salary and benefits. After her selection, I worked with the Mayor, City Council and newly appointed City Administrator

in developing a governance model outlining their expectations for the City Administrator.

- Gulf Coast Water Authority – Brandon Wade Assistant General Manager 2017 –
- City of Clear Lake Shores – Brent Spier, City Administrator 2018 –
- Galveston County Water Control and Improvement District 1 (WCID1) – Russell Grubbs, General Manager 2018 -

Suitability to the Task

Ron Cox and his associate Bill Bender are uniquely suited to this task.

Ron Cox will be the city's contact and will personally conduct the search. Ron Cox has 28 years of experience as a City Manager. In that time, he was directly responsible for hiring many personnel. These included searches for responsible positions through out the city of both established and newly established positions. These searches were most often done utilizing some or all the techniques described in this proposal. Mr. Cox has the experience to know what type of person is needed for this most important task of City Manager. Mr. Cox has also conducted successful search for the City Manager of Dickinson, for the first City Manager of Manvel, after a successful Home Rule, Council/Manager Charter election, assisted the Lufkin Mayor and City Council in preparing for the transition to a new City Manager, after the retirement of their long time City Manager. Mr. Cox has just completed the successful search for a City Manager, Community Services Director, and City Secretary for the City of Kemah. Mr. Cox completed the successful search for the City Manager of Richwood. And most recently Mr. Cox assisted the Mayor and City Council in the search for a City Administrator in Spring Valley. The Mayor and Council appointed an interim City Administrator whom they eventually hired for the full-time position. During that abbreviated search, I assisted them in determining the salary range and benefits and developed with the elected officials and City Administrator their governance model, including outlining expectations of and for both the elected officials and the executive. Mr. Cox was successful in the selection of an Assistant General Manager for the Gulf Coast Water Authority. This position was created specifically as a successor position for the General Manager who is expected to retire within about three years. The AGM had to be prepared for and capable of stepping into the GM position. Most recently, Mr. Cox coordinated and facilitated the successful searches for the City Administrator of Clear Lake Shores and the General Manager of the Galveston County WCID1 in Dickinson.

Bill Bender brings over 38 years of human resources and recruitment experience. Mr. Bender has a keen eye for details in the various applications that will be received and has a learned ability to search out issues related to those applicants. He is very experienced in researching and reviewing the applicant's background and work history. In his tenure

with city government he has been directly associated and, in some cases, responsible for the recruitment and hiring of not only department directors, but also the City Manager.

As a result, Ron Cox and Bill Bender bring over 60 years of combined experience to the City Council and staff of the City of La Marque. This valuable experience is both on the job and in the consulting role.

There is very likely no other firm that can bring this combination of experience and success to the process of searching for a new City Manager in La Marque.

Step-by-Step Approach

The approach taken in the selection process is essential to its success. Ron Cox Consulting will be responsible for the City Manager candidates search. Ron Cox will personally facilitate the process and interact with Mayor and City Council and staff as appropriate. These services can be adjusted at the outset of the process, but typically will include:

- **Meet with Mayor and City Council and key staff to prepare a strategic profile of the person to fill the position of City Manager.**
 - This will include both one-on-one interviews with the Mayor each member of City Council and one or more sessions with the entire City Council in work session format.
 - Meet with the current key staff to understand the issues and concerns they have regarding current and future needs of the City.
 - Discussion and decision-making will include the following.
 - Review provisions of the City Charter and ordinances to understand the roles and responsibility of key positions within the City including Mayor, City Council members, City Manager and key staff.
 - Meet one on one with the Mayor and each Council member regarding the expectations and requirements for the prospective City Manager.
 - Meet collectively with key staff members to understand the expectations of staff and align their needs with the expectations and requirements of Mayor and Council.
 - Review the job description for the City Manager position to ensure job duties are consistent with Mayor and City Council expectations and requirements and setting minimum standards for education and experience in the profession.
 - Determine and recommend a salary range and benefit package for the new City Manager.

- Develop a position profile of characteristics expected of the new City Manager for La Marque including his/her education, work experience, values, leadership skills, personality, qualities, and management approach consistent with the provisions of the City Manager job description.
 - Meet collectively with Mayor and City Council in work session format to review the profile and expectations as drafted, seek consensus, consistency and approval for the profile from Mayor and Council.
- **Develop and distribute a package of information for applicants to review and prepare for interview and selection. This package will be developed in electronic format and will be approved by Mayor and City Council or their designee before distribution.**
 - Included in the package will be at least the following. If these are not provided directly, they will be provided in access to the City's website.
 - The approved City Manager profile.
 - The approved job description, salary range and benefit package.
 - A profile of the City of La Marque.
 - A summary or electronic copy of the City Budget.
 - A copy of relevant portions of any city ordinances.
 - Other relevant information that may be identified.
- **Advertising and recruitment of applicants for the City Manager position.**
 - Advertisements will be included in the Texas Municipal League web site, and other trade magazines if appropriate, in as wide a geographical area as determined by Mayor and City Council.
 - Personal recruitment will be done by the consultant as needed to ensure a pool of applicants meeting the qualifications, offering varied levels of background, personality and experience to provide the maximum choice to Mayor and City Council in their selection.
- **Analysis and screening of applicants to provide a pool of up to ten semi-finalists for consideration by Mayor and City Council.**
 - Analysis of candidates will be measured against the profile developed and approved by Mayor and City Council.
 - Depending on the preference of the Mayor and City Council, all applications can be provided for their review and rating.
 - The consultant will provide a list of up to the top ten semi-finalist candidates for the position to Mayor and City Council for their review.
 - The consultant will conduct interviews after five semi-finalists are initially screened and approved by Mayor and City Council. This interview will be

conducted to better determine the alignment between the person and the profile approved by Mayor and City Council.

- o Mayor and City Council will be provided a thorough packet of information on each of the semi-finalist candidates including but not limited to the candidate's application, resume, background information, candidate interview notes, reference notes and rating sheet. The ratings will be based on the qualifications and criteria set out by Council during the profile development stage of the process.
 - o Utilizing the material provided, Mayor and City Council will be asked to review and rate the top five semi-finalists to determine the candidates to be interviewed.
- **Mayor and City Council will conduct interviews of the top three to five finalists for the City Manager position.**
 - o Based on the ratings of the top five semi-finalists, at least three to five candidates will be chosen by Mayor and Council for interview.
 - o It is anticipated these interviews will be conducted within a narrowly defined window of time.
 - o The consultant will provide a set of sample questions to assist Mayor and City Council in asking consistent questions of each candidate.
 - o The consultant will facilitate the interview process and be on site for the entire interview period.
 - o A thoroughfare investigation of background, documentation provided and discussion with references will be conducted on the finalists.
 - o In addition, a personality temperament assessment (following the DISC model) can be given to any or all the finalists for an additional fee. This assessment is designed to better determine and understand the candidate's compatibility with Mayor, City Council and staff.
 - **The consultant will facilitate Mayor and City Council and top candidate in negotiations for the job offer and job acceptance to the extent desired by both parties but will not represent either party in final contract negotiations.**

Work Schedule

Certainly, Mayor and City Council want to expedite the process, realizing that the development of the profile, advertising, and screening, interviewing and eventual relocation will take time. Accordingly, the timeline provided below may change depending on influences and circumstances beyond the consultant's control. Every effort will be made to uphold the timeline, and significant delays will be duly reported to Mayor and City Council. The timeline begins with the approval of the engagement by the Mayor and City Council.

- **Development of candidate profile and recruitment package**
 - o Complete at the end of week five

- **Advertising and recruitment for position**
 - o Complete at the end of week ten
- **Analysis and screening of applicants**
 - o Complete at the end of week fourteen
- **Interviews of finalists and offer to prospective finalist**
 - o Complete at the end of week sixteen
- **City Manager begins work after negotiation of time frame with Mayor and City Council.**

In summary, it is anticipated the total time from the beginning of the engagement to negotiating an offer to the candidate is approximately 16 weeks, or four months. Mayor and City Council should expect the time frame for the negotiations and subsequent relocation of the successful candidate to vary depending on his/her personal and professional circumstances.

Investment – Professional Fees

For this engagement, Ron Cox Consulting will charge a fee of \$18,850 plus the direct cost of the assessment and/or any outside investigative work, if authorized, plus expenses. Expenses include travel reimbursement at the standard IRS mileage rate, and other expenses associated with the selection and interview of candidates. This fee will be billed in four equal installments with periodic billings for expense reimbursements.

To keep expenses to a minimum, the City may be asked to provide clerical assistance and pay for other direct expenses associated with advertisements and recruitment. It is anticipated that Ron Cox will travel to La Marques at least three-five times during the engagement.

NOTE: These costs do not cover cost of travel for the finalists to be interviewed. Typically, cost of travel, including airfare and/or mileage reimbursement and overnight accommodations is reimbursed to the candidates by the city.

Guarantee

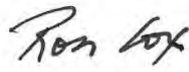
As your consultant in the search:

- **Ron Cox will personally conduct the search. Bill Bender** will assist. Additional investigative and/or assessment services may be provided by outside sources at the expense of the City.
- **Ron Cox Consulting will not recruit candidates from La Marques for a period of two years after the engagement.**

- **Ron Cox Consulting will continue to work, at no additional cost except for out of pocket expenses until the project is satisfactorily completed if, for any reason, Mayor and City Council are not satisfied with any of the candidates submitted.**
- **Ron Cox Consulting will replace the candidate for out of pocket expenses, should the candidate selected leave the service of the city for any reason within eighteen months of engagement.**
- **Ron Cox Consulting will not collect a fee from or represent individual candidates included as candidates for the position.**

Acceptance and Signatures

Accepted by
City of La Marque, Texas



Submitted by
Ron Cox

Ron Cox Consulting
120 St. Andrews
Friendswood, Texas
281.546.0042
rcox@roncoxconsulting.com



281-543-0042
rcox@roncoxconsulting.com

Ronald E. Cox Biography

Ronald E. Cox has been married to his wife, Susan, for 45 years. They have two children, daughter Emily, and son, Tim, and five grandchildren, Courtney, Ryan, Isabella, Brynlee and Caleb.

Ron received a Bachelor of Science from Abilene Christian University in 1972 and a Master of Arts from University of Texas at Tyler in 1981. Ron entered the governmental arena in 1972 with the Brazos Valley Development Council in Bryan and, after almost two years went to work for the East Texas Council of Governments (ETCOG) in Kilgore.

Ron accepted his first position as City Manager in 1978 with the City of Rusk. He was the City of Rusk's first City Manager. Two years later, he became the City Manager of Center. In 1984, Ron accepted the position of City Manager of the City of Kilgore, where he served for six years. In November 1990, he became Friendswood's third City Manager and served that city until May 2006. Ron has been involved in local government for 45 years and held the position of City Manager for 28 of the 45 years.

Ron remains active in many governmental organizations including the Texas Municipal League, and Texas City Management Association (TCMA). Ron served as president of TCMA Regions V and VI. He served on the Board of Directors of TCMA from 1995-1997 and served as TCMA's president in 1997-98. He continues to actively participate in various TCMA programs. In 2005, Ron was awarded TCMA's Lifetime Achievement Award, an exceptional honor, and in 2006 he was given Life Member status in TCMA. Ron currently serves on the TCMA Professional Development Committee. He has and continues to speak regularly at conferences and training sessions in Texas about issues and challenges in local government.

In 1990, Ron was appointed by Governor Bill Clements to the Board of Trustees of the Texas Municipal Retirement System and served on the Board until 1993. He has served on the TMRS Advisory Board since 2006-2010. He was chosen to serve on the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool in 1986 and served on the Executive Committee as Vice-Chair of the Board from 1990-91. In 2016 Ron was appointed to the newly established Friendswood Downtown Economic Development Corporation Board in his hometown and currently serves as its President.

Since May 2006, Ron has consulted with 58 cities and several other public entities in Texas in a variety of areas, including strategic planning at the Council and staff levels, leadership development for city staff, executive recruitment, and management services. He particularly enjoys working with smaller cities. He enjoys sharing his experiences with others in a variety of ways including public speaking at seminars and conferences.

William G. (Bill) Bender

William G. (Bill) Bender works with Ron Cox Consulting on candidate searches on as needed basis. Mr. Bender holds a MPA from the University of Illinois – Springfield. He is currently the Deputy Director of Administrative Services in charge of Human Resources and Risk Management for The City of Friendswood. He has been with the City of Friendswood since 1997 and is an active member of Texas Municipal Human Resource Association.

From 1993 through 1997, Bill was employed by the Christian County Mental Health Association (CCMHA) as the Human Resources/Safety Coordinator. His responsibilities included the recruitment and placement of staff ranging from professional to janitor.

Mr. Bender's involvement, if needed, may include but not be limited to review of candidate resumes, background checks, contacting references, etc.



Client List September 2018

Following is a list of clients and the work performed by Ron Cox Consulting since May 2006.

Client List includes:

- 63 Cities
- 5 Economic Development Corporations
- 9 Special Districts and/or Statewide Associations
- 1 Private Engineering Firm

√ City of Alvin, 2008

- Facilitated a Council retreat in June 2008 focusing on the governance model for the Mayor and City Council. This session focused on assisting newly elected members in understanding their role as members of a City Council and their relationship with the City Manager and his staff.

√ City of Anahuac, 2010

- Facilitated a Council and staff retreat in June 2010 focusing on the governance model for the Mayor and City Council and their relationship with key staff. This session focused on assisting newly elected Council member in understanding their role, determining the strengths, weaknesses, opportunities and threats (SWOT) of the City, and setting strategies and goals to meet for the City's future.

√ City of Bay City, 2017-18

- Facilitated a series of sessions with the Mayor, Council and staff focusing on updating the existing strategic plan, developing an implementation plan and developing a governance model for the Mayor and City Council. March 2017 – March 2018.

√ City of Bee Cave, 2006-07

- Facilitated a staff leadership development program for all employees of the city, including a daylong retreat, goal setting and action plan, and leadership development program.
- Facilitated a staff retreat and goal setting project for the City Manager and his key staff.

√ City of Brazoria, 2007-10

City of La Marque
Statement of Qualifications/Proposal

12

9/26/2018

- Engaged to provide ongoing general city management consultation for Mayor and City Council. Duties included assisting the City in determining the best uses for funds received in the settlement of a lawsuit and assisting the City in determining appropriate rates for water and sewer utilities to support the system's operations and the issuance of bonds for system improvements.
- Engaged to provide consulting services to the City Manager regarding water and sewer rates and possible bond issue to make capital improvements.

√ **City of Brenham, 2011**

- Facilitated a City Council Retreat in February 2011 with discussion on development goals for the City and City's management team. Program included a one-day retreat, goal setting and for the City Council and work with the City staff to develop an implementation plan.

√ **City of Bryan, 2007-10**

- Facilitated a staff leadership development program for the City Manager and his senior leadership team. Program included a daylong retreat, goal setting and leadership program over five sessions.
- Facilitated a Council and staff retreat focusing on developing a model and philosophy of governance for the City Council and on long range strategic planning for the city in August 2007.
- Facilitated a second retreat with Council and staff in February 2008. Retreat focused on confirming the governance model set in place, developing a vision statement, receiving reports from staff on implementation of strategic plan and confirming the course set for that plan.
- Facilitated a second daylong retreat with the City staff in June 2008. Retreat focused on pressing management issues, reviewing commitments from earlier retreat, and setting out a plan of action for moving forward.
- Facilitated a daylong retreat for the Public Works and Utilities Departments in October 2008.
- Facilitated a daylong retreat for the Planning and Development Services and Engineering Departments in October 2008.
- Facilitated a third day and a half retreat for the City Council in January 2009.
- Facilitated a fourth day and a half planning retreat for the City Council in February 2010.
- Facilitated a day long planning retreat for the City Manager's management team in March 2010, with a series of follow up sessions revolving around building the team, using a book entitled "Overcoming the Five Dysfunctions of a Team" by Patrick Lencioni.
- Facilitated a fifth day and half planning retreat for the City Council in July 2010.

√ **City of Center, 2007-08**

- Facilitated a Council and staff retreat focusing on long range strategic planning for the city. Worked with the city staff to develop a plan and process for implementation of the strategic plan developed in the retreat.

√ **City of Clear Lake Shores, 2006, 2018**

- Facilitated Council short-term goal setting retreat. Provided follow up with the Mayor and staff to develop an Action Plan for the implementation of the goals set by Council.
- Assisted the Council in preparing a job description for the new position of City Manager, 2006.
- Assisted Council in preparing Rules of Procedures for the City Council and Committees.
- Facilitated the successful search for City Administrator, October 2018.
- ✓ **City of Cedar Hill, 2009**
 - In November 2009, facilitated a two-day retreat with City Council, the City Manager and his senior staff. Council reviewed the existing strategic plan, received reports on the progress toward its implementation and set strategies for the next five years.
- ✓ **City of College Station, 2017-18**
 - Facilitated a one-day planning retreat with the City Council, City Manager and staff in February 2017. Staff follow-up in March 2017.
 - Facilitate a second one-day planning retreat with the City Council, City Manager and staff in February 2018. Staff follow-up in March 2018.
- ✓ **City of Dayton, 2018**
 - Facilitated a City Council/staff planning session in August 2018 focusing on governance and strategic initiatives, combining the work of the recently adopted comprehensive plan with the immediate needs of the Council. Worked with staff to prepare draft Vision and Mission statements and implementation plan for Council consideration. Completed October 2018.
- ✓ **City of Deer Park, 2007-08, 2014**
 - Facilitated a series of meetings with the public works and administrative services staffs to focus on their mission and customer service issues.
 - Facilitated a City Council/staff retreat in March 2008 focusing on vision and strategic goals for Council and staff to implement. Worked with the staff to develop an Action Plan for the implementation of the strategies and goals set by Council.
 - Facilitated a City Council/staff retreat in March 2014. The retreat focused on a reconsideration and confirmation of the vision and mission and reestablishment of strategic goals.
- ✓ **City of Dickinson, 2006**
 - Facilitated Council strategic goal setting, including developing vision and mission statements, as well as expectations for the City Manager, all adopted by City Council. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of the goals set by Council.
 - Conducted and coordinated a successful search for a new City Manager in 2006.
- ✓ **City of Dumas, 2012-13**
 - Facilitated Council strategic goal setting session. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of goals set by Council.

✓ **City of El Campo, 2015-18**

- Teamed with other consulting firms, Marsh Darcy Partners and Freese Nichols Engineering to develop Phase 1 update to the City's Comprehensive Plan. The Plan was originally completed in 2000. The update was conducted in two phases. Phase 1 completed July 2015. Phase 2 completed Fall of 2016. Phase 3 was completed Spring, 2017.
- Facilitated a planning session with City Council and Community Development Corporation. January 2018.
- √ **City of Fairchilds, 2017-18**
 - Prepared a comprehensive Subdivision Ordinance for the City. This city has very little population and no full-time staff, yet developers are pursuing development in the city limits and its ETJ. 2017.
 - Providing follow up services on the Subdivision Ordinance. 2018
- √ **City of Fairview, 2018**
 - Facilitated sessions with a Council appointed committee, Community Resource Group (CRG) to discuss reasons why a recent bond election failed to pass, and what the next steps may be. Facilitated two sessions with a total of 50 people. March 2018. Facilitated follow up sessions in April with a joint session between Council and the CRG and additional sessions with CRG. April 2018.
- √ **City of Fulshear, 2016-17**
 - Facilitated a Council/Staff retreat in July and August 2016 with discussion on the governance model of the City Council and development of strategies and goals for the City.
 - Facilitated a second planning session with City Council and staff in 2017. July 2017.
- √ **City of Galveston, 2017**
 - Worked jointly with Alan Mueller of Marsh Darcy Partners to review the practices of the Galveston Building Department and make recommendations for improvements. April 2017.
- √ **City of Gladewater, 2009**
 - Facilitated a City Council Retreat in February 2009 with discussion on development goals for the City and City's management team. Program included a one-day retreat, goal setting and for the City Council and work with the City staff to develop an implementation plan.
- √ **City of Goliad, 2012-13**
 - Made a presentation to the Goliad Management District Board and city staff regarding economic development considerations, special districts, their use, advantages and disadvantages. Discussion also focused on the need for thorough development agreements as well as a special district policy, October 2012.
 - Assisted the City Manager in negotiating an economic development agreement with a private developer for the development of 53 acres in the City. This agreement called for the reimbursement of funds expended by the developer for infrastructure improvements to be owned and operated by the City. December, 2012
 - Assisted the City Manager in negotiating an economic development agreement with a private developer for the development of 30 acres in the City's ETJ. This agreement called for the reimbursement of funds expended by the developer for

- infrastructure improvements to be owned and operated by the City. December 2012.
- Facilitated a session between the City Council and the Goliad Municipal Management District Board to review existing By-Laws and operating procedures and facilitate understanding and any changes they may need. July 2013.
- √ **City of Gonzales, 2008-10**
- Facilitated a City Council Retreat in September 2008 with discussion on development of a governance model for the Council to follow, and goals for the City and City's management team. Program included a day and a half long retreat, goal setting and governance program for the City Council. I also met with staff to develop an Action/Implementation, which culminated in a report to City Council where they adopted the Plan.
 - Facilitated a second City Council retreat in October 2010. This retreat focused on Council relationships by reviewing temperament traits via the DISC temperament inventory, reviewed the status of strategies established in 2008 and set new strategies for 2011 and following. I met with staff following the retreat to assist them in preparing an Action/Implementation Plan.
- √ **City of Hitchcock, 2017-18**
- Assisted Rathburn Planning & Consulting in reviewing the organizational structure and financial condition of the City of Hitchcock. The review and subsequent recommendations were designed to assist the city on a path of better efficiency in operations and management. January 2018.
 - Assisting the Mayor and staff on development of the 2018-19 City budget, and TIRZ administration. 2018.
- √ **City of Humble, 2018**
- Scheduled to facilitate a daylong planning session with Council and staff. Session includes establishment of a governance model, as well as establishing goals and priorities for the coming year. October 2018.
- √ **City of Huntsville, 2006-08**
- In 2006 facilitated a staff leadership development program for the City Manager and his senior leadership team. Program includes a daylong retreat, goal setting and leadership program over ten sessions.
 - Facilitated a City Council Retreat in April 2007 with discussion on development of a governance model for the Council to follow, vision, mission and strategic goals in association with the recently completed Comprehensive Plan.
 - Facilitated a second City Council Retreat in February 2008 to follow up on the activities of staff on the Action Plan, to determine if adjustments needed to be made to the strategies developed in 2007 and to identify additional items the Council and staff should focus on soon.
- √ **City of Ingleside, 2017**
- Facilitated a City Council planning session and provided follow up services with the staff to prepare an action plan. May 2017.
- √ **City of Iowa Colony, 2006-18**
- Providing ongoing general city management consultation for Mayor and City Council. Council including policies relating to development in the city. Policies include the procedures for acceptance of infrastructure and policies for the use of

- special districts. Oversaw the preparation with the City Engineer of a new Design Criteria Manual for all city infrastructure. Assisted in the creation of Investment Policies. Created a policy for the use of special districts. Assisted in the development and approval of various policies, ordinances and procedures to assist the city in its overall operations and management. Attends and prepares agendas for all City Council meetings.
- Work includes assistance with development issues, including development and approvals of agreements with developers for Municipal Utility Districts and Tax Increment Reinvestment Zones, and other special financing districts and agreements.
 - Assisted the City Council in analyzing the need for a Crime Control and Prevention District. Council appointed a Temporary Board. Worked with the Temporary Board to draft the required two-year plan and budget. The voters approved the creation of the District in May 2009. I coordinate the meetings of the Board acting as their staff liaison. The District was not approved for extension in a required election in 2013. It was placed on the ballot again in 2018 and was once again approved. Acting as administrator for the CCPD Board of Directors.
 - Serving as the administrator for Tax Increment Reinvestment Zone #2 and the Iowa Colony Development Authority. TIRZ #2 was created by the City Council to reimburse a developer of a major residential/commercial development for public infrastructure including thoroughfares and a 100+ acre city park. Phase 1 of the park's opening is eminent
 - Assisted in administration and reporting of a \$23,000 grant to equipment city facilities with energy efficient equipment through the State Comptroller's Office.
 - Assisted in preparation of an Employee Handbook, implementation of their first computer-based accounting system financial policies, establishment of a police department and related policies and a municipal court. Assisted in the acquisition of the city's first web-based building permitting and inspection system. Established the first public works department
 - Assisted in adoption of the city's first tax rate.
 - Prepared annual budgets 2014-15-16-17-18-19.

√ **City of Kemah, 2015-18**

- Assisted Mayor and staff on administrative and management issues during the interim time in their search for a City Administrator, on a part time basis.
- Assisted in the review of applications for the City Administrator position and making recommendations to the Mayor and City Council during the search. Prepared revised organizational chart recommended an additional new position to reduce work load of City Administrator and allow that position to complete economic development activities.
- Coordinated the search for and selection of a newly created Community Services Director position.
- Coordinated the search for and selection of a City Secretary.
- Studied and made recommendations regarding uses of Hotel/Motel and Type B sales taxes.
- Provided governance and strategic planning session services in June 2016.

- Assisted the Mayor in working with the Chief of Police to develop a three-year performance plan and outline expectations of the position in July 2016.

√ **City of La Porte, 2012-13**

- In association with Alan Mueller Management, conducted an internal review and audit of the Planning Department. The Department consisted of planning, engineering, building and code enforcement divisions. The review culminated in a report to the City Council with over 75 recommendations for policy, process, and governance changes.
- In March 2013 facilitated a staff retreat. The City Council and staff had met previously for a strategic planning session. This session with the senior staff only was designed to establish the staff leadership model, as well as begin the framework for an implementation plan.

√ **City of Lago Vista, 2014-17**

- Facilitated staff develop program for Executive Staff. Developed Leadership, Communication philosophy, as well as set the Core Values and Guiding Principles based on the City Manager's stated expectations. October 2014.
- Facilitated Town Hall meeting to assist Council in providing a forum for citizens to discuss issues and the Council and staff to answer questions related to those issues. January 2015.
- Facilitated a planning session with the City Council to confirm their governance model, as well as revise and refocus their strategic plan. Did follow up with staff on Action Plan. January - April 2015.
- Scheduled to facilitate a staff development session with City Manager's key staff. – January 2017.
- Facilitated a Council planning retreat in January 2017.

√ **City of Lake Jackson, 2009-18**

- Providing consultation to the City Council, Planning Commission and City staff in the revision of the City's Zoning Ordinance to allow Master Planned developments. This revision is to the Planned Unit Development (PUD) section of the ordinance.
- Assisted the City Council, Planning Commission and City staff in developing a Policy for the Use of Special Districts to assist the city in accepting projects that desire to use special districts as part of the development process.
- Representing the City in negotiations with a developer for a master planned community. Assistance includes reviewing the plan as it relates to the PUD section of the Zoning Ordinance, and compliance with the Policy for the Use of Special Districts.
- Facilitated a City Council and staff planning retreat to refresh the Council's Strategic Plan in February-March 2010.
- Facilitated a second City Council and staff planning retreat in January-February 2011.
- Facilitated a third City Council and staff planning retreat in January, February and March 2012.
- Facilitated a fourth City Council and staff planning retreat in January-February 2013.

- Facilitated a fifth City Council and staff planning retreat in January-February 2014.
- Facilitated a sixth City Council and staff planning retreat in January-February 2015.
- Facilitated a seventh City council and staff planning retreat in January-February 2016.
- Facilitated the eighth City Council and staff planning retreat in January-February 2017.
- Facilitated the ninth City Council and staff planning retreat in January-February 2018.
- Facilitated three planning retreats for the LJEDC in 2014, 2016, 2017.

√ **City of League City, 2006-09, 2015**

- Provided general municipal consultation to the City Manager, particularly the preparation of the Capital Improvement Plan (CIP) to the City Council.
- Facilitated a daylong goal setting retreat for the Mayor, City Council and Interim City Manager. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of the goals set by Council.
- Provided follow up with new City Manager on a consulting basis to assist him in his transition to the role from another city staff position.
- Facilitated a second day long retreat for the Mayor, City Council and City Manager in February 2009
- Facilitated a third follow up retreat for the Mayor, City Council and City Manager in March 2009.
- Facilitated a day-long community goals setting session (Town Hall setting) with follow up to staff. January 2015.

√ **City of Manvel, 2006-18**

- Provided general city management consultation for Mayor and City Council including policies relating to development in the city. Policies include the procedures for acceptance of infrastructure and policies for the use of special districts. Oversaw the preparation with the City Engineer of a new Design Criteria Manual for all city infrastructure. Created a policy for the use of special districts.
- Provided consultation and administration on Municipal Utility Districts and Tax Increment Reinvestment Zones, and other special financing districts and agreements.
- Participated as a part of a team of consultants in the preparation of a new Comprehensive Plan for the city that was adopted in January 2008. My work focused on the development of the Governance Element of the Comprehensive Plan, assisting the City Council and staff in identifying policy and administrative needs of the City as it continues to grow and expand.
- In 2010, prepared a successful grant application for a Justice Assistance Grant (JAG) in the amount of \$68,000 from HGAC for three patrol vehicles to replace vehicles in the city's aging fleet. In 2012, prepared a second successful grant application for JAG in the amount of \$72,132 for replacement of all vehicle laptops and a digital fingerprinting system called LiveScan.

- Worked with a fifteen-member Charter Commission appointed by the Manvel City Council to draft the City's first City Charter. The Charter was adopted in May 2011.
 - Assisted in administration and reporting of a \$43,000 grant to equipment city facilities with energy efficient equipment through the State Comptroller's Office.
 - Served as Interim City Manager in 2011 assisting the City Council in the transition to the Council/Manager Form of Government in accordance with Charter requirements.
 - Successfully facilitated the recruitment and selection of the city's first City Manager in accordance with Charter requirements. City Manager hired January 2012.
 - Currently serving as the administrator for Tax Increment Reinvestment Zone #3 and South Manvel Development Authority. TIRZ #3 was created by the City Council to reimburse a developer of a major residential/commercial development for public infrastructure including thoroughfares, a major overpass over the railroad tracks and parks and open space.
 - Facilitated a planning retreat for the Mayor and City Council with follow up services provided to the City staff. May 2017.
- √ **City of Midland, 2009**
- Facilitated a daylong retreat with the City Manager and senior staff to develop a leadership philosophy for the upcoming budget and to develop the team approach for the new City Manager in March 2009.
 - Facilitated a two-day retreat with the City Council, City Manager and senior staff to discuss governance for the Council and assist the Council in setting long-range goals and short-term budget priorities in March 2009.
- √ **City of Mission, 2012**
- Facilitated a City staff retreat focusing on staff development, including developing a mission statement, leadership principles, strategic goals and objectives for the staff in February, with a follow-up session with staff in April 2012.
- √ **City of Mont Belvieu, 2017-18**
- Prepared a Staffing and Growth Plan for Council adoption. Plan established benchmarks for growth in services and staffing from this point through build out of the community. Completed September 2018.
 - Facilitated a planning session with Mayor and City Council and key staff with follow-up services to the staff for implementation in July 2018.
- √ **City of Montgomery, 2008-10**
- Facilitated a City Council retreat focusing on long-range goals and principles of governance for the City in May 2008.
 - Assisted the city in working with an area developer to include the land to be developed in the City's ETJ.
 - Facilitated a second daylong Council retreat assisting the Mayor and Council in recommitting to their principals of governance, reviewing the status of goals set in 2008 and setting new strategies and goals for the staff, June 2009.
 - Facilitated a third daylong Council retreat assisting the Mayor and Council in reviewing their previous goals and strategies in June 2010.

- √ **City of Morgan's Point Resort, 2013**
 - Facilitated a City Council retreat focusing on long-range goals, and principles of governance for the City in July 2013.
- √ **City of Nassau Bay, 2008**
 - Assisted the City Manager in reviewing procedures and creating information packet on disaster recovery issues, particularly on calculating substantial damages to structures following Hurricane Ike. Provided additional follow up to calculate the costs to the City should a decision be made to buy out properties that are substantially damaged.
- √ **City of Navasota, 2012-13**
 - In association with Marsh Darcy Partners, prepared an Economic Development Policy that focused on the use of economic development tools including the use of special districts. Approved February 25, 2013.
- √ **City of Northlake, 2012**
 - Made a presentation to the City Council and staff regarding special districts, their use, advantages and disadvantages. Discussion also focused on the need for thorough development agreements as well as a special district policy, June 2012.
- √ **City of Pearland, 2007**
 - Worked with the city staff to prepare a Policy for the Use of Special Districts. This policy was adopted by the City Council and outlined the policies Council will follow when considering applications for municipal utility districts, tax increment reinvestment zones, and other type special districts.
- √ **City of Pflugerville, 2015**
 - Prepared an Economic Development Policy for the City. Working with a staff Committee, the City outlined the purpose for economic development in the City, developed its goals and areas of emphasis for seeking and negotiating with others for economic development projects, and establishing a policy for the use of special districts within the City and its ETJ. September 2015.
- √ **City of Port Lavaca, 2011-12, 2013-15**
 - Facilitated a one-day retreat in January 2012 for city staff focusing on leadership principles, identifying challenges and developing a plan of action for staff to resolve those challenges
 - Facilitated a combined council/staff retreat developing the Council's leadership principles and developing a strategic plan. Worked with the staff on developing an implementation plan. The combined council/staff strategic plan was adopted by City Council as the combined plan of action for the city. Council approved the Strategic Plan in May 2012.
 - Facilitated a ½ day session with the city staff on leadership principles. The focus of the discussion was to develop a leadership plan using the book "On My Honor, I Will..." by Randy Pennington in August 2013.
 - Facilitated a full day workshop with city staff on leadership principles. The focus of the discussion revolved around the principles in the book "Overcoming the Five Dysfunctions of a Team", by Patrick Lencioni in February 2014.
 - Facilitated full day staff retreat focusing on issues and challenges related to the development of the Comprehensive Plan. May 2015.

- √ **City of Pilot Point, 2019**
 - Scheduled to facilitate a daylong planning session and follow up services with the City Council and staff of the City. February 2019.
- √ **City of Richwood, 2007-08, 2016-18**
 - Facilitated a Council and staff retreat focusing on long range strategic planning for the city.
 - Provided general city management consultation for Mayor and City Council and staff.
 - Facilitated and led a search for the new City Manager upon the retirement of the City Manager. Successfully completed search with the hiring of a new City Manager in January 2017.
 - Facilitated a planning session with City Manager, Mayor and City Council in April 2017. Provided follow up services to the City Manager and staff to prepare an implementation plan. Made final report to the City Council.
 - Facilitated a second planning session with the City Manager, Mayor and City Council in June 2018.
- √ **City of Rockport, 2014**
 - Facilitated a daylong planning retreat with the City Council and staff. Focus will be on long range strategic planning and working with the city staff to provide a plan for implementation of identified strategies. January 2014.
- √ **City of Rosenberg, 2007-08, 2017**
 - Provided technical assistance to City Manager and staff regarding development issues including consultation on Municipal Utility Districts, Tax Increment Reinvestment Zones and development ordinances and regulations.
 - Facilitated a series of meetings with the code enforcement and inspections staff and supervisors to focus on their mission and customer service issues.
 - Facilitated a planning workshop with the Rosenberg Economic Development Corporation for long range strategic planning in 2008.
 - Scheduled to facilitate a governance workshop with Council, March 2017.
- √ **City of San Marcos, 2016-17**
 - Facilitated a two-day Council Visioning Retreat with City Council, City Manager and City Management team. January 2016.
 - Facilitated one day follow up session with City Council, City Manager and City Management team. Verified strategies and policy initiative established in the January meeting. Completed final report. May 2016.
- √ **City of Sandy Point, 2006-09, 2015**
 - Providing ongoing general city management consultation for Mayor and City Council. Work includes assistance with development issues, including consultation on Municipal Utility Districts and Tax Increment Reinvestment Zones.
 - Assisted the City Council in the development and adoption of a land use and zoning plan and map, a Zoning Ordinance, a Policy for the Use of Special Districts and other general municipal issues.
 - Assisted the City in determining the optimum property needed for the City for a City Hall, park and other uses anticipating the City's growth. 2015

- √ **City of Sealy, 2006-08, 2013-14**
 - Facilitated day long, long term goal setting retreat for Mayor, City Council, City Manager and staff. Provided follow up with the City Manager and his staff to develop an Action Plan for the implementation of the goals set by Council. 2007
 - Facilitated a Work Session discussion with the Mayor and City Council on governance, focusing on the relationship between the Mayor, Council and City Manager and staff.
 - Assisted with development issues, including consultation on Municipal Utility Districts and Tax Increment Reinvestment Zones, and others special financing districts and agreements.
 - Facilitated day long, long term goal setting retreat for Mayor, City Council, City Manager and staff in November 2013. Provided follow up services to develop an implementation strategy with staff.
- √ **City of Seabrook, 2008-09, 2014-18**
 - Facilitated a retreat in concert Marsh Darcy Partners, for the Seabrook Economic Development Corporation. This retreat focused on the mission and priorities of the SEDC for 2008-09.
 - Facilitated a daylong planning retreat in April 2014 for City Council and staff. The session defined their governance model, vision and mission, and set strategies for the future. Worked with staff on preparation of an implementation plan.
 - Facilitated a second daylong planning retreat in April 2015 for City Council and staff.
 - Facilitated a third daylong planning retreat in April 2016 for City Council and staff. Worked with staff to prepare implementation plan.
 - Facilitated a fourth daylong planning retreat in July 2018 for City Council and staff.
- √ **City of Shenandoah, 2006-08**
 - Facilitated a staff leadership development program for the City Manager and senior leadership team. Program included a daylong retreat, goal setting and action plan, and leadership program over ten sessions. The leadership program was based on the book “On My Honor, I Will...” by Randy Pennington.
 - Facilitated two one-half day retreats with the City Council discussion the city’s vision, mission and goals for their future in 2006-7.
- √ **City of Shoreacres, 2012-13**
 - Facilitated a Council orientation session in June 2012 focusing on the governance model for the Mayor and City Council. This session to focus on assisting newly elected members in understanding their role as members of a City Council and their relationship with the City Administrator and his staff.
 - Provided coaching services to the Mayor to assist her in managing her duties as Mayor in her day-to-day activities, as well as managing the meetings in a more efficient manner.
 - Facilitated a planning retreat in late June 2012 for the City Council and City staff. Council established their governance model and strategic objectives for the coming year.
 - Special project to revise the administrative disciplinary procedures for the City, March 2013.

- Salary Survey for selected positions, May 2013.
- √ **City of Spring Valley, 2017**
 - Engaged by the City to provide search services for a City Administrator. City Council hired their interim City Administrator to the full-time position. Assisted the Mayor and Council in determining fair compensation for position. Facilitated a session with the Mayor, City Council, City Administrator to define a governance model and expectations for moving forward as a team. June 2017.
- √ **City of Tomball, 2016**
 - Facilitated one-day planning retreat with Mayor, City Council and key staff. March 2016.
- √ **City of Victoria, 2012-15**
 - Provided ongoing consulting services related to the development of a Municipal Utility District and related agreements.
 - Development of a policy for the use of special districts, adopted in August 2013.
- √ **City of Vinton, 2015**
 - Facilitated planning retreat for City Council. Sessions included establishment of governance model, as well as establishing goals and priorities for the coming year. March and April 2015.
- √ **City of Waller, 2007-12-14**
 - Providing ongoing assistance for community development issues, including consultation on policies and procedures for the use of Municipal Utility Districts and Tax Increment Reinvestment Zones, and others special financing districts and agreements.
 - Facilitated a planning retreat in August 2012 for the City Council and staff focusing on implementation and updating of various plans already approved and setting priorities for the next five years.
 - Facilitated a second planning retreat in July 2014 for City Council and staff focused on reviewing the 2012 Strategic Plan, making adjustments and developing a 2014 Strategic Plan.
- √ **City of Westlake, 2012-14**
 - Provided facilitation services for a series of staff development and leadership sessions based on the High-Performance Organization model with the City Manager and the leadership of the Westlake Academy. Westlake Academy is a city operated Charter School, which utilizes the International Baccalaureate (IB) World curriculum. Initial session was conducted September 30, 2012.
 - Facilitated governance session with the City Council in May 2013.
 - Facilitated governance session with the City Council again in May 2014.
- √ **City of Willis, 2013-16**
 - Facilitated a Council planning retreat January of 2013. This retreat focused on the governance model, as well as developing a series of strategies for the future. A staff implementation plan was developed.
 - Facilitated a planning retreat in July 2014 with the joint boards of the 4A and 4B economic development corporation boards.
 - Scheduled to facilitate a refresh planning session for the EDC in 2018.

- √ **City of Yoakum, 2014**
 - Facilitated two half-day sessions with the City Council in retreat setting in March 2014. The session focused on the Council's governance model, and setting strategies and goals for the upcoming year. Worked with the staff in follow up to the retreat to develop a framework for the implementation of the strategies and goals.

Special Districts and/or Associations

- √ **Copperas Cove Economic Development Cooperation, 2011**
 - Facilitated a Board Retreat in March 2011 with discussion on development goals and strategies for the Board and the CCEDC management team. Program included a one-day retreat, strategy setting and for the Board and work with the CCEDC staff to develop an implementation plan.
- √ **Richmond Development Corporation, 2012-13**
 - Facilitated a retreat with the Board of the RDC. This retreat focused on the governance model they agreed to use in their efforts and preparation of the first ever Strategic Plan. Followed up with the City staff working to develop an Action Plan for the Strategic Plan.
- √ **Lake Jackson Economic Development Corporation, 2015-17**
 - Facilitated Economic Development Corporation planning session to define, Mission and Goals. Session 1, October 2014. Session 2, January 2015.
 - Facilitated a follow up planning session for the Economic Development Corporation, August 2016.
 - Facilitated third planning session for EDC, August 2017.
- √ **Willis Economic Development Corporation, 2014 and 2018**
 - Facilitated a planning session with the two Willis Type A and Type B corporations. The Willis Community Development Corporation (Type B) and the Willis Economic Development Corporation (Type B). Facilitated a combined planning session. Each Corporation prepared a Mission statement unique to their respective mission, goals and strategies unique to their organizations.
 - Scheduled to facilitate a second planning session with the Willis Economic Development Corporation (Type A) in the near future.
- √ **Gulf Coast Water Authority, 2012-18**
 - Provided personnel services. In association with Davidson and Associates, revised and adopted a new Employee Handbook (Personnel Policies) with Administrative Procedures; prepared and adopted an Employee Pay Plan; prepared a Certificate and Incentive Pay Policy; provided training to employees on the above documents and on employment law issues; updated Performance Review policies and procedures including a pay for performance plan and revised evaluation forms.
 - Reviewed and revised all job descriptions. 2015.
 - Prepared a Succession and Organizational Development Plan. Utilized a specially appointed employee planning team to identify issues and develop solutions to the need for a succession plan and organizational development for leadership in the organization. 2014-2015
 - Facilitated Board retreat in June 2013, January 2014, July 2014, July 2015, June 2016.

- Prepared updated job descriptions for all employment positions. 2015.
- Began the process for preparing an Organizational and Facilities Needs Plan. First phase of project to meet with Accounting Department staff and develop a organization plan identifying major responsibilities of the department and assisting the staff in defining roles of staff and identifying what new staff might be needed. 2015-16.
- Facilitated a staff planning retreat in March 2016.
- Facilitated the creation of a Deputy General Manager position with the General Manager and Board in April 2016.
- Facilitated and coordinated the successful search and selection of the Assistant General Manager. December 2017.
- √ **U.S. Attorney's Office, Southern District of Texas, 2009-11**
 - Provided expert witness services to the U.S. Attorney's Office related to Tax Increment Reinvestment Zones (TIRZ) related to a federal lawsuit.
- √ **Bay Area Transportation Partnership, 2010**
 - Facilitated in concert with Marsh Darcy Partners a one-half day retreat with member of Bay Tran in August 2010. This retreat focused the participants in identifying transportation issues within the Bay Tran service area as a first step in preparing a Legislative Agenda for the organization.
- √ **Texas Coalition for Affordable Power, 2011-12, 14**
 - Facilitated a two-day retreat with the Board and Executive Director of TCAP in September 2011. This retreat focused on organizational needs of the new organization, expectations of the Board and staff, and strategic goals designed the start the organization on the right path for success. Provided follow up services to the staff assisting in the preparation of an implementation plan for the strategies.
 - Facilitated a second one-day retreat with the Board and Executive Director of TCAP in September 2012. This retreat focused on providing follow up to the Board and staff confirming the organization and leadership expectations, guiding tenets and vision statement. In addition, the Board reviewed the strategies, developed revised and new strategies, assigned the strategies to Board committees for oversight of implementation, and heard committee reports.
 - Facilitated a third one-day retreat with the Board to update their strategic plan and focus on specific issues identified by the staff and planning team. November 2014.
- √ **Texas Municipal League Intergovernmental Risk Pool, 2014-19**
 - Facilitated a daylong retreat with the Risk Pool Board and staff. Focused on strategies dealing with several long-term issues and challenges before the Board. January 2014. Provided follow up services to the staff to develop the implementation plans resulting from the retreat.
 - Facilitated a daylong planning and training retreat for the Board. January 2015.
 - Facilitated a daylong planning retreat for the Board. January 2016.
 - Facilitated a daylong planning retreat for the Board. January 2017.
 - Facilitate a daylong planning retreat for the Board. January 2018.
 - Scheduled to facilitate a daylong planning retreat for the Board. January 2019.

- √ **Harris Galveston Subsidence District, 2013**
 - Provided facilitation and search services to assist the Board of Directors in the selection of a General Manager to replace the retiring General Manager after over 30 years of service. April-August 2013.
- √ **Texas Association of Water Board Directors, 2015**
 - Provided facilitation services and follow up services to assist the Board of Directors in establishing their long-range plan and governance model. This Texas Association consists of Board members from water, municipal and other special purpose districts.
- √ **Texas Municipal League – Staff Management Team, 2016, 2017**
 - Facilitated a day and a half planning retreat for the TML staff, December 2016.
 - Facilitate a day and half planning retreat for the TML staff, December 2017.
- √ **Sander Engineering, 2017**
 - Provided consulting services to assist the firm in determining its governance model and succession plan for the future of the firm.
- √ **Galveston County Water Control and Improvement District (WCID) #1, 2018**
 - Successfully provided and completed search services for the General Manager position, September 2018.

Other Presentations and Programs

- √ **GFOAT, 2015**
 - Presentation with League City Finance Director regarding special districts and their role in city government. September 2015
- √ **HGAC, 1995-2018**
 - Provided presentations annually since 1995 at the HGAC Newly Elected Officials Workshop discussing roles and responsibilities of elected and appointed officials and other governance principles
- √ **National League of Cities – Risk Information Sharing Consortium (NLC-RISC), 2016**
 - Provided facilitation services at two sessions of the NLC-RISC National Trustees Conference in San Antonio, May 2016.
- √ **TCMA, 2012, 2014, 2015, 2016, 2017, 2018**
 - Provided a presentation on balancing work and family life to participants at the TCMA King Cole Workshop, March 2012.
 - Participated in a panel presentation on special districts and their role in city government to city management participants at the TCMA Annual meeting, June 2012
 - Planned for discussions with the City of Westlake on the development of their staff using the High-Performance Organization model. June 2014.
 - Presentation to the City Manager's Problems Clinic, Salado, Texas on the transition of a city manager into consulting and retirement. February 2015.
 - Presentation on Succession Planning to City Manager's Problems Clinic, February 2016.
 - Presentation on Succession Planning to TCMA Annual Conference. June 2016.
 - Facilitated session with past Presidents of TCMA at TCMA Annual Conference. June 2017.

- Presented a session on Council-Manager Relations at TCMA Annual Conference, June 2018.
- Presented a session on Council-Manager Relations to the TCMA Region 8 City Managers in Alamo Heights, September 2018
- Member Professional Development Committee, 2011-18.

√ **TML, 2015**

- Presentation at TML Annual Conference with Mayor of Kilgore, and City Manager of Kyle regarding the development of high functioning City Council/City Management relationships providing practical tips for working better together as a team. September 2015.

√ **Lorman Seminar, 2012**

- Participated in a panel presentation on special districts and their role in city government to participants at a Lorman sponsored seminar, July 2012. Participants in the seminar included attorneys, developers, city government and others.

CONSENT AGENDA ITEMS “F” AND “G” HAVE NO

BACKUP

THEY ARE AUTHORIZATION PURPOSES ONLY



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 6h

Prepared by: Charlene Warren

Reviewed by: Charlene Warren

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the City Manager to negotiate a sponsorship agreement with People Generation for Magical Winter Lights 2018 in an amount not to exceed \$40,000.00.



ATTACHMENTS FOR REFERENCE

1. Sponsorship Proposal for 2018
2. Title sponsorship report for 2017 Magical Winter Lights

STAFF BRIEFING:

- In 2016, the City was approached by People Generation concerning sponsorship for their first event in La Marque, Magical Winter Lights.
- Last year's event ran for 48 days, from November 17, 2017 through January 3, 2018, attracting over 150,000 visitors and highlighted the need for additional hotels in our City.
- The 2017 title sponsorship investment was \$40,000.
- Sales tax revenue generated from the event alone netted approximately \$45,000, not inclusive of surrounding businesses who may have also benefitted from MWL staffing and attendance.
- The #iloveLa_Marque lantern is being refurbished for display during the event and will be displayed at Bayou Fest.
- The Finance Director has verified fund availability in the Hotel Occupancy Tax (HOT) Fund for sponsorship.

HISTORY:

8.8.2016 – La Marque Economic Development Corporation approved partial title sponsorship of Magical Winter Lights in the amount of \$35,000.

9.19.2016 – City Council adopted FY 2016-2017 budget, which included partial title sponsorship of Magical Winter Lights in the amount of \$15,000.

7.10.2017 – City Council appropriated funding up to \$40,000 for 2017 Magical Winter Lights.

9.17.2018 – City Council appropriated funding up to \$40,000 for 2018 Magical Winter Lights.

TARGET IMPLEMENTATION: **October 8, 2018**



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	\$40,000.00
Actual Bid	
Estimated Expenditure	\$40,000.00
Acct. Name(s)	MWL Sponsorship
Line Items #	10-4070-00-03-MWL
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the City Manager to negotiate a sponsorship agreement with People Generation for Magical Winter Lights 2018 in an amount not to exceed \$40,000.00.

FISCAL IMPACT: Up to \$40,000.00 – meets criteria for HOT Fund restrictions



2018 CITY OF LA MARQUE SPONSORSHIP AGREEMENT

CITY OF LA MARQUE SPONSORSHIP PACKAGE (\$50,000)

(1) Promotional Package

- (1) Customized Newsletter
- (3) Social Media Posts
- (1) Dedicated Blog Post
- (3) Vendor Booths for local La Marque Businesses for (1) Weekend of Their Choice

(500) General Admission Tickets

(5) Customer Giveaways Sponsored by City of La Marque during our "52 Days of Giving" Campaign

Opening Night - Friday, November 16th
Thanksgiving Day - Thursday, November 29th
Friday, December 7th
Friday, December 14th
Christmas Eve - Monday, December 24th

MWL will add "SEE YOU IN LA MARQUE" on all posters & flyers

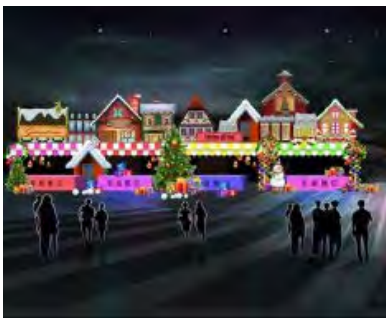
MWL will fix City of La Marque's 2017 lantern

MWL will add City of La Marque logo on MWL website

MONETARY INVESTMENT: \$40,000

IN-KIND INVESTMENT: \$10,000

**(Includes 3 digital billboards, recognition on back cover of "Inside La
Marque", and social media posts)**





2018 CITY OF LA MARQUE SPONSORSHIP AGREEMENT

AGREEMENT

By signing below, I, Charlene Warren, hereby agree the City of La Marque will make the following sponsorship to Magical Winter Lights, LLC (MWL):

- a. \$40,000 monetary investment upon execution of this agreement
- b. \$10,000 IN-KIND investment

As of the effective date of this agreement, City of La Marque grants to MWL the right to use Sponsor's name, likeness, and logo in connection with any promotion, advertising, and documentation related to MWL, and in any audio or audiovisual program on MWL's website.

If either MWL or City of La Marque is unable to fulfill the terms of this Agreement, and if, after reasonable efforts, a resolution between the parties cannot be reached, then either party shall have the right to terminate this Agreement. In such case, each party will hold the other harmless for the termination of the Agreement, and neither party will be liable to the other for any unfulfilled obligations as described herein.

The effective dates for this sponsorship runs from October 1, 2018 to January 6, 2019.

Yusi An

President, Magical Winter Lights, LLC

Date: _____

Charlene Warren

Interim City Manager at City of La Marque

Date: _____



TITLE SPONSORSHIP REPORT FOR



EXECUTIVE SUMMARY

As the official Title Sponsor of the 2017 Magical Winter Lights 10/11/17-1/3/18, the City of La Marque awarded MWL a grant to provide more flexibility to MWL's overall marketing efforts. In return, Magical Winter Lights, the producing company of MWL, executed a series of branding campaigns to create name recognition for the City of La Marque to all visitors that attended MWL 2017. Details of the partnership are below.

PARTNERSHIP

BRANDING

- City of La Marque "#iloveLa_Marque" Lantern placed in Lone Star State exhibit
- Inclusion in paid media - radio and newspaper ad placement

DIGITAL

- Featured content on MWL's website, social media, blog, and press releases

ACTIVATION

- Festival Announcements: Title Sponsor mentioned throughout the park for the duration of 52 days (over 1,040 mentions)



MWL 2017 REACH



150K VISITORS TO
MWL 2017

MWL and the City of La Marque received media coverage from major Houston outlets including but not limited to, Houston Chronicle, ABC13, and KHOU.



2.8 MILLION
PAGEVIEWS



43K+ FOLLOWERS
56K+ CHECK INS
1K+ REVIEWS



200+ RECOMMENDATIONS
2.2K+ FOLLOWERS
12K+ HASTAGS

AGREEMENT BETWEEN THE CITY OF LA MARQUE



AND THE LA MARQUE POLICE ASSOCIATION



OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021

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ARTICLE I

DEFINITIONS

- A. "*Agreement*" means the Collective Bargaining Agreement negotiated by and between the City and the Association.
- B. "*Association*" means the La Marque Police Association.
- C. "*Base Pay*" means the base hourly rate as established in Article XI, Section 1.
- D. "*Board of Directors*" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association.
- E. "*Chief*" means the Chief of Police of the City of La Marque, Texas.
- F. "*City*" means the City of La Marque, Texas.
- G. "*City Manager*" means the City Manager of the City of La Marque, Texas.
- H. "*Department*" means the Police Department of the City of La Marque, Texas.
- I. "*Disciplinary Action*" means suspension of up to fifteen (15) days, indefinite suspension (termination), and demotion in rank.
- J. "*Officer*" means any sworn full-time paid Police Officer employed in the Police Department of the City of La Marque with the exception of the Chief of Police, and the one position further identified in Article III, Recognition - Section 1, and Article 29, Promotions - Section III, Exempt Position. Wherever the word "he" is used in this Agreement, the term is intended to cover both male and female Officers covered by this Agreement. In this Agreement, the words "Officer" and "employee" are interchangeable when referring to sworn employees of the La Marque Police Department.
- K. "*Grievance/Dispute*" is defined as a disagreement involving the interpretation, application, or alleged violations of any provision of this Agreement.
- L. "*Immediate Family*" shall be defined in the specific articles in which reference to this term is found.
- M. "*Layoff*" means a termination of employment resulting from a reduction in force.

- N. *"Promotion"* means advancement from a lower rank to a higher rank within the department.
- O. *"Regular Pay"* means the total salary or wages paid to an Officer, exclusive of overtime pay, but including longevity pay, certification or incentive pay, and any other supplemental pay provided to the Officer on a recurring basis.
- P. *"Strike"* means whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to: "slowdowns," "sickouts," "blue flu," ticket blitzes and the intentional failure to make arrests, to perform other usual and customary duties, including traffic enforcement), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- Q. ***PRE-EMPTION OF CHAPTER 143.*** To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE II

PUPPOSE OF AGREEMENT (or Preamble)

SECTION I

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

SECTION II

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

SECTION III

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

ARTICLE III

RECOGNITION

SECTION I

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

SECTION II

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

ARTICLE IV

DURATION OF AGREEMENT

SECTION I

This agreement shall be effective as of October 1, 2018, and shall remain in full force and effect through midnight, September 30, 2021. If a new agreement has not been reached by September 30, 2021, then this Agreement shall automatically be extended until a new agreement is executed, but in no event shall this Agreement extend beyond midnight March 31, 2022.

SECTION II

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

SECTION III

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

ARTICLE V

MAINTENANCE OF STANDARDS

SECTION I

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

SECTION II

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

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

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

ARTICLE VI

NO STRIKE CLAUSE

SECTION I

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

SECTION II

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

ARTICLE VII

NON-DISCRIMINATION

SECTION I

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

SECTION II

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

SECTION III

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

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

SECTION IV

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

ARTICLE VIII

ASSOCIATION ACTIVITIES

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE IX

RIGHTS OF MANAGEMENT

SECTION I

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

SECTION II

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

1. To determine Police Department policy, including the rights to manage the affairs of the Police Department in all respects, except as stated above;
2. To assign working hours, including overtime;
3. To direct the members of the Police Department, including the rights to hire, terminate, suspend, discipline, promote or transfer any Officer;
4. To determine the health, safety and property protection measures for the Department;
5. To allocate and assign work to Officers within the Department, and to determine the methods, processes, and manner in which Officers will perform work;
6. To establish and implement work performance measurements and standards for all Officers in the Department;
7. To utilize civilian personnel in the Department to perform those duties not customarily recognized by the professional police community as requiring licensed Police Officers to perform; by example and not intended to be all inclusive, secretarial, clerical, dispatch, meter checker or jailer;

8. To allocate and assign supplies and equipment to Officers;
9. To determine the specifications and quantity of all supplies, materials and equipment to be acquired by the Department.
10. To be the sole judge of the qualifications and fitness of applicants;
11. To schedule Departmental operations and, consistent with applicable state statutes and the Fair Labor Standards Act, to determine the number and duration of hours assigned duty per week;
12. To establish and enforce Departmental rules, regulations and orders;
13. To introduce new, improved or different methods and techniques of operations of the Department, or change existing methods or techniques;
14. To determine the amount of supervision necessary;
15. To take whatever actions may be deemed reasonably necessary to carry out the mission of the Department in situations of emergency; and
16. To control the Departmental budget.

SECTION III

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

SECTION IV

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

ARTICLE X

PAYROLL DEDUCTION OF DUES

SECTION I

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE XI

SALARIES

SECTION I

BASE SALARIES FOR OCTOBER 1, 2018 TO SEPTEMBER 30, 2019:

POLICE OFFICER		
STEP	STATUS	RATE/HOURLY
A	1 Year in Rank	\$23.336
B	After 1 Year in Rank	\$24.158
C	After 3 Years in Rank	\$25.055
D	After 5 Years in Rank	\$26.638
E	After 7 Years in Rank	\$27.970
F	After 10 Years in Rank	\$29.364
G	After 12 Years in Rank	\$32.153
H	After 15 Years in Rank	\$35.208

SERGEANT		
STEP	STATUS	RATE/HOURLY
A	First 3 Years in Rank	\$35.208
B	After 3 Years in Rank	\$36.451
C	After 5 Years in Rank	\$39.810

LIEUTENANT		
STEP	STATUS	RATE/HOURLY
A	First 2 Years in Rank	\$39.161
B	After 2 Years in Rank	\$42.405

BASE SALARIES FOR OCTOBER 1, 2019 TO SEPTEMBER 30, 2020

POLICE OFFICER		
STEP	STATUS	RATE/HOURLY
A	1 Year in Rank	\$23.919
B	After 1 Year in Rank	\$24.762
C	After 3 Years in Rank	\$25.682
D	After 5 Years in Rank	\$27.304
E	After 7 Years in Rank	\$28.670
F	After 10 Years in Rank	\$30.098
G	After 12 Years in Rank	\$32.957
H	After 15 Years in Rank	\$36.089

CORPORAL		
STEP	STATUS	RATE/HOURLY
A	First 3 Years in Rank	\$28.788
B	After 3 Years	\$31.523
C	After 5 Years	\$34.518

SERGEANT		
STEP	STATUS	RATE/HOURLY
A	First 3 Years in Rank	\$36.089
B	After 3 Years in Rank	\$37.362
C	After 5 Years in Rank	\$40.805

LIEUTENANT		
STEP	STATUS	RATE/HOURLY
A	First 2 Years in Rank	\$40.140
B	After 2 Years in Rank	\$43.466

BASE SALARIES FOR OCTOBER 1, 2020 TO SEPTEMBER 30, 2021

POLICE OFFICER		
STEP	STATUS	RATE/HOURLY
A	1 Year in Rank	\$24.637
B	After 1 Year in Rank	\$25.504
C	After 3 Years in Rank	\$26.452
D	After 5 Years in Rank	\$28.123
E	After 7 Years in Rank	\$29.530
F	After 10 Years in Rank	\$31.001
G	After 12 Years in Rank	\$33.946
H	After 15 Years in Rank	\$37.171

CORPORAL		
STEP	STATUS	RATE/HOURLY
A	FIRST 3 YEARS IN RANK	\$29.652
B	AFTER 3 YEARS	\$32.469
C	AFTER 5 YEARS	\$35.554

SERGEANT		
STEP	STATUS	RATE/HOURLY
A	First 3 Years in Rank	\$37.171
B	After 3 Years in Rank	\$38.483
C	After 5 Years in Rank	\$42.029

LIEUTENANT		
STEP	STATUS	RATE/HOURLY
A	First 2 Years in Rank	\$41.344
B	After 2 Years in Rank	\$44.470

Effective October 1, 2019, the rank of Corporal shall be established in the Department with 4 available Corporal positions. Corporals shall be a civil service rank and shall be governed by the Civil Service Commission rules and regulations similar to existing ranks, to include promotion exams.

Any Officer covered under this agreement who is promoted to the next higher rank shall suffer no loss of pay and shall be placed in the next higher salary step which allows for an increase.

In order for a probationary Officer to be eligible for a step increase the Officer must have actually worked twelve (12) months in the preceding step. Any Officer who is off work with or without pay for a period of more than two (2) weeks shall have his

step raise delayed until he has actually worked for twelve (12) months at the step below.

SECTION II

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

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

SECTION III

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

Intermediate Certification	\$ 75.00 per month
Advanced Certification	\$150.00 per month
Masters Certification	\$200.00 per month

SECTION IV

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

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

SECTION V

RESIDENCY PAY: In addition to base wages, any present or future employee who resides within the City of La Marque shall be entitled to receive an incentive pay of \$250.00 per month during such residency. In the event such residency ceases it shall be the responsibility of the employee to furnish thirty (30) days written notice to the Chief that his/her residency will no longer be in the City of La Marque and the incentive

pay shall be discontinued as of the date the employee is no longer a resident of the City of La Marque.

SECTION VI

SHIFT DIFFERENTIAL PAY. Officers who work the midnight shift, from 6:00 p.m. to 6:00 a.m., shall receive shift differential pay of fifty-five cents (\$.55) per hour. Shift differential pay shall be in addition to all other pay.

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

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

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

SECTION VII

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

SECTION VIII

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

SECTION IX

TEMPORARY DUTY IN HIGHER CLASSIFICATION. The Chief may designate an Officer from the next lower rank to temporarily fill a position in a higher classification. If such assignment is for a full shift (eight hours or longer) the Officer shall receive one dollar (\$1.00) per hour in addition to the base rate, or the next higher classification pay, whichever is lower. Such temporary assignments shall not exceed thirty (30) consecutive days.

SECTION X

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

ARTICLE XII

COMPENSATORY TIME/OVERTIME

SECTION I

All hours worked outside an Officer's regular full-time schedule shall be deemed overtime, and shall be compensated on the basis of time and one-half the Officer's regular rate of pay, either in salary or in compensatory time. Each Officer may elect which method of compensation is preferred for each instance of overtime worked. Officers cannot earn overtime and burn compensatory time in the same twenty-four hour period.

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

of a lack of volunteers from the preceding shift, volunteers from the shift following the lacking shift will be given the opportunity. Otherwise, Officers will be subject to a call, but may still decline to volunteer.

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

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

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

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

- SECTION VI

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

ARTICLE XIII

SHIFT CHANGE

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE XIV

CALL-BACK/STANDBY

SECTION I

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

SECTION II

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

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

SECTION III

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

ARTICLE XV

SENIORITY

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE XVI

INSURANCE

SECTION I

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

SECTION II

For any officer who selects dependent insurance coverage, the City will contribute 50% of the premium cost for child coverage and/or 50% of the premium cost for family coverage, whichever applies.

The City will contribute \$100 per month to each officer under this agreement, not selecting any dependent coverage. The \$100 will be contributed to a health reimbursement account (HRA), restricted to health related expenses (deductibles, co-pays, prescriptions, etc.).

ARTICLE XVII

VACATIONS

SECTION I

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

COMPLETED YEARS OF SERVICE	DAYS OF VACATION
1 through 5	80 hours
6 through 10	120 hours
11 through 20	160 hours
21 and over	200 hours

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

SECTION II

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

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

SECTION III

Departmental seniority, and the time of earliest notice of intent to take vacation, shall determine the preference to be given in the scheduling of vacations. Scheduling of vacations shall at all times be subject to departmental staffing requirements as determined by the Chief of Police.

SECTION IV

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

SECTION V

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

ARTICLE XVIII

HOLIDAYS

SECTION I

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

HOLIDAY
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
*Floating Holiday

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

SECTION II

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

SECTION III

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

ARTICLE XIX

SICK AND INJURY LEAVE

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

SECTION I

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

SECTION II

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

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

SECTION III

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

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

SECTION IV

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

SECTION V

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

SECTION VI

The City of La Marque shall create and maintain a sick leave pool for the full time sworn Peace Officers covered under the collective bargaining agreement. The management of the sick leave pool shall be administered by the City of La Marque to ensure accurate record of sick leave donations and balances of banked sick leave time.

The City of La Marque Administration, the Chief of Police and the La Marque Police Association shall each designate a representative to act as a board member for the distribution and oversight of the sick leave pool. The three board members shall be the sole decision makers for requests made to use sick leave from the sick leave pool and their decision shall not be appealable through the grievance process of the collective bargaining agreement or city policy. The Board members shall meet as soon as possible upon receiving a written request to utilize sick leave pool banked time. The Board shall determine each request based upon need, history of sick leave usage of the requesting officer and other circumstances as determined by the Board. The board members shall determine the amount of banked sick leave that may be offered to the requesting officer and may grant sick leave on an as-needed basis. If an officer returns to duty, all unused sick leave pool hours will be returned to the sick leave pool.

La Marque full-time Peace Officers become eligible to request sick leave from the sick leave pool if the officer has used all of their available sick leave, vacation time and compensatory time while recovering from an injury or illness not covered by an on the job injury or under a workers compensation claim. The Officer shall make a written request for usage of sick leave bank hours to the Human Resources Coordinator and such request shall specify the hours requested, but is not obligated to provide details regarding their illness or injury or medical care information.

La Marque full time Peace Officers may donate sick leave from their personal sick leave accounts to the La Marque sick leave pool by providing to the Human Resources Coordinator a memo of the intent to donate and the specific hours that they desire to donate. Officers who have less than 300 hours of sick leave shall not be eligible to donate sick leave hours to the La Marque sick leave pool. Personal sick leave donated to the La Marque sick leave pool will not be refunded or returned to the officer who voluntarily donated such time to the sick leave pool and shall not be eligible for payment of such hours upon separation from employment with the City of La Marque.

ARTICLE XX

FAMILY AND MEDICAL LEAVE ACT

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

1. An Officer who has at least twelve (12) months of service with the City, and who has worked one thousand two hundred fifty hours (1,250) within the last twelve (12) months, shall be entitled to unpaid leave during any twelve (12) month period for:
 - a. The birth of a child
 - b. The adoption or undertaking of a foster care of a child. In this case, leave must be taken within twelve (12) months of the event.
 - c. The care of a spouse, son or daughter under eighteen (18) years of age, or a biological parent if such person has a "serious health condition." The term "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves inpatient care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provider.
 - d. A serious health condition of the Officer himself/herself that renders the Officer unable to perform the functions of the job. The officer shall be required to use any accrued and unused sick leave in this case as a part of the leave.
2. Officers requesting predictable leaves (adoption, birth, scheduled medical treatment) must give at least thirty (30) days advance notice. The City may put an Officer on FMLA leave, even if not requested by the Officer, where the Officer's condition or the condition of his family member qualifies as a "serious health condition." The City will notify the Officer when he/she has been placed on an FMLA leave.
3. Documentation of the circumstance necessitating the leave shall be required. The City may request a second opinion from a party of the employer's choice at the expense of the City.
4. Officers shall be allowed to return to the same or a comparable job following the leave, provided that the Officer is physically and mentally able to fully perform the job duties. The City may require a medical certification from the Officer or

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

5. Officers shall not accrue seniority or any other benefit while on this leave.
6. The City shall continue to maintain coverage under the applicable group health plan for the duration of the Officer's leave. The Officer must continue to pay any portion of the premium that is required by the Insurance Article in this agreement.
7. The Officer shall be required to take any accrued vacation or sick leave as a part of the leave.
8. The City shall require the Officer to report periodically on his/her status and intention to return to work.
9. The aggregate number of weeks shall be limited to twelve (12) when both the husband and wife are employed by the City.
10. An employee who is the spouse, child, parent, or next of kin of a covered service member may be granted up to 26 weeks of leave in a "single" 12-month period to care for a service member who has a serious injury or illness incurred while on active duty. The City requires certification of the family member's serious injury or illness, both before the leave begins and on a periodic basis thereafter, by the family member's health care provider.

ARTICLE XXI

DEATH IN FAMILY LEAVE

Officers shall be granted up to a maximum of 36 hours off, with regular pay, due to a death in the immediate family. For purposes of this section, "Immediate Family" shall mean the Officer's spouse, child, parent, spouse of a parent, sibling, spouse of a child, parent of spouse, grandchild, grandparent, spouse of sibling, or any relative who is a member of the immediate household.

ARTICLE XXII

JURY DUTY

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

ARTICLE XXIII

MILITARY LEAVE

SECTION I

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

ARTICLE XXIV

RETIREMENT PLAN

Officers in the Police Department shall continue to participate in the Texas Municipal Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended, to the same extent and with the same City and Officer contributions as other City employees which shall be set at 7%: 2 to 1 match. Effective January 1, 2016 the City shall adopt the 7% 2:1 match.

ARTICLE XXV

SAFETY AND EQUIPMENT

SECTION I

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

SECTION II

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

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

SECTION III

BULLET-PROOF VESTS. The City shall equip each officer with body armor. Each officer will be issued body armor upon entry into the La Marque Police Department.

Each officers' issued body armor will be replaced according to the manufacturer's advertised life span of the body armor.

SECTION IV

DUTY GEAR. Each officer will be issued one plain leather "duty rig" comprising of duty belt, magazine holder, two handcuff holders, flashlight ring and keepers.

SECTION V

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

SECTION VI

FLASHLIGHTS. Each Officer shall be issued a rechargeable flashlight and charger.

SECTION VII

CLOTHING AND EQUIPMENT ALLOWANCE. Each Officer shall initially receive an issue of three complete sets of uniforms. Included will be three long sleeve and three short sleeve shirts, three pairs of uniform pants, one light uniform jacket, a complete set of rain gear, one badge and one complete Class A dress uniform with all adornments.

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

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

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

SECTION VIII

HEADGEAR. Headgear worn while performing patrol functions will be at the discretion of each officer. However, any headgear items to be worn on patrol will be uniform and must be approved by the Chief of Police.

SECTION IX

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

SECTION X

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

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

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

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

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

SECTION XI

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

ARTICLE XXVI

TRAINING

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

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

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

The City will develop and implement a program to promote the physical fitness of its police officers beginning in the first quarter of 2019. The program, the goals, and the testing procedures will be developed by the Police Department's Health and Safety Committee. The plan must be reviewed to insure that it meets all legal requirements and addresses all liability concerns prior to implementation. The program will provide for a quarterly testing procedure and the City will pay all certified police personnel that pass the procedure, a benefit of \$250 per each quarter with a passing score for a maximum benefit for each officer of \$1000 per year. All payments earned in the calendar year for passage of the physical fitness testing will be paid to officers on or about December 15 of the calendar year in which the benefit is earned, or upon the termination of their employment with the City. The program is subject to reevaluation after the first year of implementation and may be revised in whole or in part at that time.

ARTICLE XXVII

OFF-DUTY EMPLOYMENT

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

ARTICLE XXVIII

PHYSICAL AND MENTAL STANDARDS

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

ARTICLE XXIX

PROMOTIONS

SECTION I

All promotions, except for a single position immediately below the rank of Chief of Police and above the rank of Lieutenant, shall be conducted in accordance with Chapter 143 of the Local Government Code. Field Training Officer is not considered a rank. The La Marque Police Association shall develop and submit alternate promotional criteria for determining the most qualified candidate for the all tested promotional positions in the Department. The Chief shall review the proposed alternate promotional criteria and shall reach an agreement with the Association as to how the criteria will be utilized in the promotional process.

SECTION II

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

SECTION III

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

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

SECTION IV

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

ARTICLE XXX

PROBATIONARY PERIOD

SECTION I

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

SECTION II

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

SECTION III

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

ARTICLE XXXI

ALCOHOL/SUBSTANCE ABUSE

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

ARTICLE XXXII

AFFIRMATIVE ACTION

SECTION I

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

SECTION II

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

SECTION III

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

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

SECTION I

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

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

SECTION II

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

1. **Police Professional Equipment Items:** Items that are recognized professional equipment necessary for the performance of Police Officer duty. Reimbursement will not exceed \$1,000 (one thousand dollars) per occurrence.
2. **Personal Items:** Items identified as industry standard gear used or worn in the normal course of duty as a Police Officer, but are not exclusively Police Officer

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

SECTION III

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

SECTION IV

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

1. Any commendation, congratulation or honor bestowed on the Officer for an action, duty, or any activity relating to the Officer's official duties.
2. Any periodic evaluation of the officer by supervisory personnel.
3. Any complaints, reprimands, or any other documents pertaining to disciplinary action. A copy of any such document of this nature shall be given to the Officer prior to the time that the document is placed into the file. The Officer shall have the opportunity to file a written response to any such document within ten (10) working days after receipt of a copy. Any response shall be attached to the document which is placed in the personnel file. Six (6) months after a Letter of Counseling or a Letter of Reprimand has been placed in the Officers file, the Officer may request through a memo that his/her letter of counseling or reprimand be removed from the file after a review and at the discretion of the Chief of Police.
4. Necessary records, such as, but not limited to college transcripts, training and pay records, employment application and other related pre-employment documents, accident and injury reports, medical and psychological reports, certification data, attendance records and promotional history.
5. A letter, memorandum, or document relating to alleged misconduct by an Officer may not be placed in the Officer's personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct. Any such documents placed in the officer's personnel file as provided herein that do not result in a disciplinary charge after a hearing, shall be removed from the Officer's file if the disciplinary action was determined to have been taken without just cause, or if the charge of misconduct was not supported by sufficient evidence.

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

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

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

SECTION V

BULLETIN BOARDS. The Association may maintain one (1) bulletin board, no larger than three (3) feet by three (3) feet, at the Police Station in a conspicuous location approved by the Chief. No information shall be placed on any bulletin board on the Employer's property which is personally critical of any individual, or of the Association or of management representatives of the City. No endorsement or "non-endorsement" of any candidate for public office shall be placed on bulletin boards; however this does not prohibit Association announcements concerning political forums, receptions, etc.

SECTION VI

PROVISION OF COPIES. The Employer shall provide to each officer a copy of this Agreement, all special orders, general orders, training bulletins, City Personnel Policy, Police Department Operations Manual, Departmental Rules and Regulations, Penal Code, and traffic code updates, and applicable City ordinances.

SECTION VII

JOINT RESPONSIBILITY RECOGNITION. The Employer and the Association recognize their joint responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement.

SECTION VIII

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

ARTICLE XXXIV

INTERNAL INVESTIGATIONS

SECTION I

CONDUCT OF INTERVIEW. In all investigations alleging serious misconduct or criminal activity by a Police Officer and which are initiated as the result of a citizen complaint, the complaining citizen(s) shall be required to submit a sworn, notarized affidavit taken by an Officer assigned to Internal Affairs Investigations. The City may designate a location other than the Police Department for the taking of the affidavit. For purposes of this section, "Serious misconduct" means some action, or failure to act, by a Police Officer, which, if found to be true could result in the termination of the Officer for that offense alone.

The provisions of this Section do not preclude the Chief from conducting administrative investigations nor does it preclude the Chief from ordering an internal investigation for complaints other than serious misconduct or criminal activity. A sworn affidavit is not required in advance where a complaint does not allege serious misconduct or criminal activity.

Prior to commencing the investigation, the Officer shall be informed of the general nature of the investigation, and shall be provided with sufficient information to properly apprise the Officer of the allegations.

All persons present in the interview shall be identified to the Officer by name, rank and agency.

The interview shall be completed with reasonable dispatch, and reasonable respites shall be allowed. Sufficient time shall also be provided to the Officer for attending to basic and essential personal necessities.

The Officer shall not be threatened, harassed or intimidated, or offered any type of inducement due to answers or non-answers to questions posed to the Officer during the interview process. The Officer may be informed, however, that his/her conduct can, or has, become the subject of disciplinary action, for which the appropriate measures of punishment may be administered.

Nothing in this section shall prevent or impede the Chief, or other appropriate supervisor, in the conduct of the business of the Department, from entering into immediate and direct discussion with, or making legitimate inquiry of any Officer who has not yet been formally identified as the target of an investigation.

SECTION II

RIGHT TO CONTACT ATTORNEY. In all cases where an Officer is to be interviewed concerning an alleged act which, if proven, may result in temporary or permanent dismissal from the Department, the Officer shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choice, and/or a representative of the Association before being interviewed.

An attorney of the Officer's own choosing and/or a representative of the Association may be present during the interview. In the event that the Officer appears with an Association representative or attorney, the Chief or other involved Officer(s) shall have the option of continuing or terminating the interview. In lieu of an interview, the Chief may provide the affected with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response, sworn to and notarized under oath.

If an Officer is under arrest, or is likely to be, due to being a suspect or target of a criminal investigation, the Officer shall be given Miranda Decision rights.

The Officer shall be given an exact copy of any written statement that he/she may execute.

SECTION III

RECORDING OF INTERVIEW. An Officer shall have the right to have the interview audio recorded, provided the Officer furnishes the audio recorder and advises all parties of the recording in advance. The Chief or his/her designee shall have the same right. Neither an Officer nor a representative of the Chief shall record a conversation between an Officer and a representative of the Chief without disclosing the intent to record prior to the conversation.

SECTION IV

NOTIFICATION OF FINDINGS. The Chief shall provide written notice in a sealed envelope, to the individual Officer of the final status of any complaint filed with the Police Department. The officer shall sign an acknowledgment of receipt of the notice.

SECTION V

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

ARTICLE XXXV

DISCIPLINARY ACTIONS

SECTION I

AUTHORITY. The Chief shall, for just cause, have authority to demote, suspend without pay not to exceed fifteen (15) days, or terminate any Police Officer for the causes set forth in the Rules and Regulations of the Police Department and for violations of this Agreement, Civil Service Rules and the city's personnel policies. An Officer may appeal such actions, if any, as provided herein. An Officer who is passed over as a candidate on any promotional eligibility list may appeal the Chief's decision to do so under this Article. Both disciplinary actions and being passed over for promotion that are unsatisfactory to the Officer shall be first appealed for remedy and resolution through this Article before any other remedy is sought, unless precluded by law.

SECTION II

NOTICE AND SERVICE. The Chief shall provide a written statement to any Officer to whom disciplinary action is administered or who is passed over for promotion, stating the action and reasons therefore. The notice shall point out the particular rule or rules alleged to have been violated by the Officer, and the specific act(s) or omission(s) upon which the action is based. The notice shall also advise the Officer of his/her right of appeal, and the applicable time frame within which the appeal must be effected.

If the Chief is unable to secure personal delivery of the notice to the Officer after due diligence, the notice may be delivered to the President of the Association, and proof of such service shall be sufficient to support any disciplinary action.

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

SECTION III

APPEAL. An Officer who is disciplined or passed over for promotion pursuant to this Article must appeal to the Chief's written charges to the City Manager or his/her designee within ten (10) business days. Said appeal shall be in writing, and shall include a statement of facts upon which it is based with reasonable details to assist in resolving the dispute, the remedy or adjustment sought, and the signature of the

appealing Officer. The City Manager or his/her designee, shall render a written decision and provide a copy of same to the Officer within fifteen (15) business days.

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

SECTION IV

APPEAL TO CIVIL SERVICE COMMISSION OR TO THIRD PARTY HEARING EXAMINER. If an Officer does not accept the decision of the City Manager, or his/her designee, he/she may, within ten (10) business days of receipt of the decision, appeal the disciplinary action, demotion, or promotion Passover, in writing, pursuant to Chapter 143.

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

ARTICLE XXXVI

DISPUTE RESOLUTION PROCEDURE

SECTION I

SCOPE OF PROCEDURE. The City and the Association agree that a just and equitable method for the resolution of disagreements between the parties regarding the interpretation of the provisions of this Agreement is necessary. Matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this Article. Any Officer(s) aggrieved by matters involved in dispute resolution shall first seek resolution through this Article before seeking any other remedy unless precluded by law.

SECTION II

LIMITS. The parties shall adhere to the time limits as set forth in this Article. In the event that the Officer or the Association fails to meet the time limits at Step One (1) of this procedure, the dispute shall be considered satisfied, and no further action shall be taken. Failure by the Association or the City to meet the time limits at any other Step shall be considered an unsatisfactory response, and shall automatically allow the dispute to proceed to the next Step. Such time restrictions may be waived by mutual consent of the parties.

SECTION III

PROCESS. A dispute as defined in Section One (1) above shall be handled as follows:

STEP 1. Each Officer is encouraged to attempt an informal solution to impending disputes by verbally apprising his/her immediate supervisor of same as soon as is possible. If the dispute is not resolved by the supervisor, or if the Officer chooses to by-pass an informal resolution attempt, he/she shall submit the issue in writing to the Chief within twenty (20) business days of the Officer's actual or constructive knowledge of the occurrence of the event causing the problem.

In the case of a dispute triggered by an action or inaction of a party beyond the authority of the Chief, the grievance may be initiated at Step 2.

The President of the Association, or his/her designee, may file a class action grievance on behalf of any bargaining unit members similarly situated at Step 2 above

within twenty (20) business days of the Officer's actual or constructive knowledge of the occurrence or event causing the problem.

The grievance shall include:

1. A statement of the grievance and all facts on which it is based.
2. Any and all sections of the Agreement which have allegedly been violated.
3. The remedy or adjustment sought, if any.
4. The signature of the Officer.

The Chief or his/her designee shall provide a written response within twenty (20) business days after his receipt of the Officer's statement.

STEP 2. If the dispute is not resolved at Step 1, the Association shall determine if a grievance exists. Said determination shall be made by an Association Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) days of the Step 1 ruling, including presentation of the dispute or grievance at Step 3, if such action is opted by the Committee.

In the event that the Committee determines that a valid dispute exists, the Association, representing the aggrieved Officer, shall proceed to Step 3. In the event that the Grievance Committee decides that no dispute exists, there shall be no further action taken under this procedure.

STEP 3. If a dispute or grievance is believed to exist, it shall be presented in writing to the City Manager or his/her designated representative, who shall have twenty (20) business days to act on the grievance, render a decision, and advise the Association President of that decision in writing. The Step 3 grievance form will include a statement stating why the Step 1 response from the Chief is rejected and provide reasonable details in assisting to resolve the dispute.

The City Manager may choose, but is not required, to meet with the Association President and the Association's representative, if mutually agreed by the City Manager and the Association President, at this Step, in an attempt to resolve the dispute. If such meeting is agreed to, the City Manager may include any other representatives he/she so chooses to be present at this meeting. In the event that the dispute is not resolved at this meeting, none of the parties may use information obtained solely from this meeting in any future arbitration hearings.

The sole intent of this provision is to promote open discussions by the parties in attempting to resolve disputes prior to invoking any further Sections of this Agreement.

STEP 4. If the grievance is not resolved at Step 3, and if the Association wishes to pursue the grievance further, then both parties agree to mediate the grievance utilizing the services of the FMCS. The Association must notify the City of its desire to mediate the grievance within twenty (20) business days of receipt of the written response from the City Manager. Mediation will be scheduled as soon as reasonably practicable. No information provided in statements made during the grievance mediation may be used by either party in any future arbitration hearing.

STEP 5. If the grievance has not been settled at Step 4, the Association shall have ten (10) business days from the date that the mediation is concluded in which to appeal the grievance to arbitration. An appeal from the Association shall be submitted in writing to the City Manager or his/her designated representative.

SECTION IV

ARBITRATION. If a dispute is submitted to Arbitration, the City and the Association shall attempt to agree within five (5) business days upon an arbitrator who resides in the State of Texas. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) business days, a list of seven (7) qualified neutrals who are members of the National Academy of Arbitrators shall be requested jointly by the parties, or by either party, from the Federal Mediation and Conciliation Service.

Within five (5) business days from receipt of this list, the Association and the City shall meet and alternately strike names on the list until one name remains and that person shall be the arbitrator. A coin toss shall decide which party strikes first.

In the event that the parties are unable to obtain a list of arbitrators from the Federal Mediation and Conciliation Service that contains arbitrators exclusively from the State of Texas, a list of eleven (11) arbitrators shall be requested by the parties in lieu of the list of seven (7), and the City and the Association shall meet and jointly strike all names of Arbitrators who reside outside the State of Texas. After all of the outside Arbitrators are stricken, if an even number of names remains on the list, the last remaining name shall be stricken.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. If there is a question of arbitrability, including but not limited to whether the appropriate time limits have been followed, these issues shall be submitted to and decided by the arbitrator in advance. No evidence on the merits of the dispute shall be introduced before the arbitrator rules on arbitrability and timeliness issues. The parties, by mutual agreement, may request that the hearing be held in

accordance with the Expedited Labor Arbitration Rules, which are found as Attachment 1 to this Agreement, and are incorporated herein by reference.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his/her decision on the issue(s) presented, and shall confine his/her decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her. Payment of any award by an arbitrator in excess of five thousand dollars (\$5,000.00) may be deferred until the City's next fiscal year. The decision of the Arbitrator shall be final and binding upon the City and the Association, except where the award is procured by bias, fraud, collusion or other unlawful means.

The City shall bear the expense of any witness (es) called by the City. The Association shall bear the expense of any witness(es) called by the Association, except that employees of the City of La Marque who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The City and the Association shall share equally the fees and expenses of the Arbitrator.

ARTICLE XXXVII

SAVINGS CLAUSE

SECTION I

EFFECT OF ILLEGAL PROVISIONS. Should any provision of this Agreement be subsequently declared by competent judicial authority to be unlawful or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION II

PRE-EMPTION OF LOCAL GOVERNMENT CODE AND OTHER PROVISIONS. The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143 of the TEXAS LOCAL GOVERNMENT CODE; the City Charter of the City of La Marque, Texas; ordinances of the City of La Marque; Rules and Regulations of the La Marque Civil Service Commission; and policies and procedures of the La Marque Police Department.

ARTICLE XXXVIII

COMPLETE AGREEMENT CLAUSE

SECTION I

The Employer and the Association agree that, subject to the Maintenance of Standards Article, the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

SECTION II

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make, advance, and discuss all proper subjects of collective bargaining, and the agreements herein contained were arrived at after free exercise of such rights and opportunities. The Employer and the Association, for the term of this Agreement, specifically waive the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

It is specifically provided that there shall be no further negotiations, except by mutual agreement, of any subjects contained within this Agreement.

SECTION III

Neither party shall make or permit any agreement, understanding or contract with any person, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

SECTION IV

All modifications of this Agreement must be made in writing and signed by both the Employer and the Association before such modifications shall become effective.

SECTION V

This Agreement has been executed this _____ day of _____, 2015, in duplicate counterparts, each of the pages hereof having been initialed and dated by the subscribing parties.

APPROVED

Bobby Hocking,
Mayor

Forrest Gandy,
Association President

Keith Bell
Mayor Pro Tem

Richard Garcia
Association Vice President

Chris Lane
Councilmember

Richard Hernandez
Association Secretary

Casey McAuliffe
Councilmember

Dashiel Cantu
Association Treasurer

Robert Michetich
Councilmember

Carol Buttler,
City Manager

ATTACHMENT I

EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties - these Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtained at the time the arbitration is initiated.
2. Appointment of Neutral Arbitrator - As agreed to in the basic Agreement.
3. Initiation of Expedited Arbitration Proceeding - Cases may be initiated by joint submission in writing, or in accordance with a Collective Bargaining Agreement.
4. Qualifications of Neutral Arbitrator - No person shall serve as neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting any appointment, the prospective Arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that Arbitrator or communicate the information to the parties.
5. Vacancy - The AAA is authorized to substitute another Arbitrator if a vacancy occurs or if an appointed Arbitrator is unable to serve promptly.
6. Time and Place of Hearing - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least twenty-four (24) hours in advance. Such notice may be given orally.
7. Representation by Counsel - Any party may be represented at the hearing by Counsel or other representative.
8. Attendance at Hearing - Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.
9. Adjournments - Hearings shall be adjourned by the Arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. Oaths - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.
11. Stenographic Record - There shall be no stenographic record of the proceedings.

12. Proceedings - The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make or take appropriate minutes of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing within five (5) days.
13. Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.
14. Evidence - The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
15. Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.
16. Close of Hearings - The Arbitrator shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.
17. Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of the Rules has not been complied with, and who fails to state his/her objections thereto in writing, shall be deemed to have waived his/her right to object.
18. Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these rules.
19. Time of Award - The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by all parties, not later than five (5) business days from the date of the closing of the hearing.
20. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

21. Delivery of Award to Parties - Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the ruling of the award in any manner which may be prescribed by law.
22. Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.
23. Interpretation and Application of Rules - The Arbitrator shall interpret and apply these Rules insofar as they relate to his/her powers and duties. All other Rules shall be interpreted and applied by the AAA, as administrator.

ATTACHMENT 2

RELEASE OF LIABILITY AGREEMENT

I, _____, (known herein as _____),
in consideration for the joint promises herein made, in which such consideration the
receipt and sufficiency of which is acknowledged, do hereby agree to the following:

I

_____ has accepted the appointment to _____
at the La Marque Police Department, and recognizes such position is an "at will"
position within the management of the City of La Marque, and that he/she has no
"tenure" in the present position. The position is not represented by the La Marque
Police Association, nor is the person appointed to that position covered by the Labor
Agreement between the City of La Marque and the La Marque Police Association.
Therefore, I hereby release the La Marque Police Association and indemnify them from
any and all liability for any claim I might have arising out of the La Marque Association's
alleged breach of its duty of fair representation or arising out of any related affirmative
claim for not representing me in collective bargaining negotiations as required by State
Law, or for not representing me under the grievances procedures as set forth in the
Collective Bargaining Agreement between the City of La Marque and the La Marque
Police Association.

II

I hereby voluntarily relinquish any and all rights and benefits set forth and granted
under the existing Collective Bargaining Agreement between the City of La Marque and
the La Marque Police Association, except as specified in Paragraphs III and IV below,
and including, but not limited to, inclusion as a member of the collective bargaining
unit; coverage under any and all wage plans and any other fringe benefits therein,
either of a direct or indirect nature (including but not limited to insurance
plans/premium payments, work hours, clothing allowance, leave time, holidays,
overtime pay, call back and standby pay, longevity pay and certificate pay); and the
right to file any and all grievances pursuant to _____ Article of the Contract
alleging a violation of the Collective Bargaining Agreement, for events occurring while I
held the position of _____.

III

I, by execution of this Agreement, do not relinquish my right under Article _____, Disciplinary Actions, to be terminated from employment for cause only and to appeal any termination of any employment pursuant to that Article. Nor do I relinquish my right upon voluntarily or involuntarily relinquishing the position of _____ to assume the position of _____ within the La Marque Police Department. In such event, I will have the full protection of the La Marque Police Association after the effective date that I assume such position without requirement of payment of any back dues, assessments, charges or penalties of any other type.

IV

I hereby retain the right to voluntarily resign my position as _____, and, in that event resume the position of _____, with full protection by the La Marque Police Association from and after the effective date that I assume such position without the requirement of payment of any back dues, assessments, charges, or other penalties of any type.

Executed this _____ day of _____, _____

By: _____

Accepted: _____
President, La Marque Police Association

Accepted: _____
City Manager, City of La Marque

RESOLUTION NO. R-2018-0025

IN RECOGNITION OF MUNICIPAL COURT WEEK

November 5-9, 2018

A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the City of La Marque Municipal Court hosts the La Marque Municipal Court since the 1950's;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the La Marque Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the La Marque Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of La Marque is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, La Marque Municipal Judges are not policy makers for the City of La Marque, but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the La Marque Municipal Court in complying with such legal requirements.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS THAT THE WEEK OF NOVEMBER 5 - 09, 2018 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF LA MARQUE.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2018.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Prepared by: R. Eldridge

Department: City Clerk

Agenda item: 7&8a

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765. **THIS IS THE SECOND AND FINAL READING**

☒ **ATTACHED FOR REFERENCE**

1. Proposed Ordinance
2. Current Ordinance
3. Letters and other documentation from TXDOT

STAFF BRIEFING:

- Texas Transportation Code, Section 545.356 states, "The governing body of a municipality, for a highway or part of a highway in the municipality, including a highway of the state highway system, has the same authority to alter by ordinance prima facie speed limits from the results of an engineering and traffic investigation as the Texas Transportation Commission on an officially designated or marked highway of the state highway system."
- The City of La Marque received a letter from TXDOT in early August recommending a change in the speed zone in certain areas along FM 1764, suggested by the Texas Municipal League.
- In a separate letter from TXDOT, they requested for a school speed zone be removed stipulated from City Ordinance number 912, since the school along FM 1765 at 100 Lake Road is closed and slated for demolition due to damage from Hurricane Harvey.
- The Texas Department of Transportation is responsible for all signage on State Highways. Any signage costs will be incurred by TXDOT.

HISTORY:

- The La Marque Code of Ordinances, Section 62-84; was amended by Ordinance number 967 passed by Council on September 25th, 2006 after a speed study was completed by the Texas Department of Transportation.
- In August of 2017, Hurricane Harvey flooded several school buildings in La Marque; one of which was Lake Road Elementary. The Texas City Independent School District's assessment of the campus determined that it was beyond repair and is slated for demolition. The school zone speed limit along FM 1765 from the centerline of Anita Street to the centerline of Porter Street, a distance of approximately 0.200 miles, is no longer needed for the campus.



CITY COUNCIL AGENDA FORM

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

SIGNIFICANT ACTION DATES:

9.10.2018 – City Council approved 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-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764, to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765. **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: There will be no cost incurred by the City.

ORDINANCE NO. O-2018-0012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AMENDING CHAPTER 62, TRAFFIC AND VEHICLES, SEC. 62-84, FARM ROAD HIGHWAY 1764, OF THE CODE OF ORDINANCES OF THE CITY OF LA MARQUE, TEXAS, TO ALTER CERTAIN SPEED LIMITS; AND AMENDING SECTION 62-85 TO DELETE SUBSECTION (c) WHICH ESTABLISHED A SCHOOL ZONE ON FM HIGHWAY 1765; PROVIDING AN EFFECTIVE DATE AND PROVIDING A PENALTY

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

SECTION ONE:

That Chapter 62, Sec. 62-84, Farm Road Highway No. 1764, is hereby amended to read as follows:

“Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Sec. 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for traveling upon the names streets and highways, or parts thereof, described as follows:

- (1) Along Farm Road Highway 1764 from the west city limit to 1562 feet east of Autry Road, a distance of approximately 1.472 miles, the speed limit shall be 55 mph.

- (2) Along Farm Road Highway 1764 from the 1562 feet east of Autry Road to 2004, a distance of approximately 0.1327 mile, the speed limit shall be 45 mph.”

SECTION TWO:

That Chapter 62, Sec. 62-85. Farm Roadway No. 1765, is hereby amended by deleting Subsection (c).

PENALTY: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than two hundred Dollars (\$200.00)

EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov't Code.

PASSED AND APPROVED by the City Council of the City of La Marque on the First reading on this the **10th** day of **September**, 2018.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on the Second and Final reading on this the _____ day of _____, 2018.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

Sec. 62-84. Farm Road Highway No. 1764.

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (1) Along FM 1764 from the west city limit of the city to the centerline of East Street, a distance of approximately 0.569 miles, the speed limit shall be 55 mph.
 - (2) Along FM 1764 from the centerline of East Street to the centerline of FM 2004, a distance of approximately 0.446 miles, the speed limit shall be 45 mph.
- (Code 1972, § 18-55; Ord. No. 191, § 1; Ord. No. 629; Ord. No. 904, § 1, 8-13-2001; Ord. No. 967, § 2, 9-25-2006)

Sec. 62-85. Farm Road Highway No. 1765.

(a) The speed limit on FM Highway 1765, or portions thereof, shall be as follows:

- (1) From the centerline of FM Highway 2004 to the centerline of Texas Street, a distance of approximately 2.690 miles, the speed limit shall be 45 miles per hour.
- (2) From the centerline of Texas Street, to the centerline of SH3, a distance of approximately 1.161 miles, the speed limit shall be 40 miles per hour.
- (3) From the centerline of SH 3 to the centerline of the city limits of La Marque, Texas, a distance of approximately 1.097 miles, the speed limit shall be 40 miles per hour.

(b) The following school speed zones are hereby established on FM Highway 1765, and the speed limit in such zones shall be 30 miles per hour, notwithstanding the provisions of subsection (a) above:

From a point 211 feet west of the right-of-way line of Duroux Road to a point 211 feet east of the right-of-way line of Vauthier Road, a distance of approximately 0.285 miles, when flashing.

(c) The following school speed zone is hereby established on FM Highway 1765, and the speed limit in such zone shall be 25 miles per hour, notwithstanding the provisions of subsection (a) above:

Along 1765 from the centerline of Anita Street to the centerline of Porter Street, a distance of approximately 0.200 miles, when flashing.

(d) Reserved.

(e) The school zones designated above shall be marked and shall apply during the time period as set out and established by section 62-51.

(Code 1972, § 18-56; Ord. No. 912, § 18-56, 7-8-2002; Ord. No. O-2015-005, 4-13-2015)



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

August 6, 2018

The Honorable Bobby Hocking
Mayor
City of La Marque
111 Bayou Road
La Marque, Texas 77568

RE: Request for City Ordinance Speed Zone – FM 1764 – Galveston County

Dear Mayor Hocking:

Our office has completed a Speed Zone Study along FM 1764 within the City of La Marque. Attached you will find a Speed Zone Strip Maps numbered 5216 B and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 1764. If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856 or Rogelio Rubico at (713) 802-5182.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Carol Buttle – City of La Marque
Gaurang S. Pandit, P.E.
Rogelio R. Rubico, P.E.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

Our Vision: A Safe, Reliable, and Integrated Transportation System



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

The Honorable Bobby Hocking
Mayor
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

RE: Removal of School Zone – FM 1765 – Galveston County

Dear Mayor Hocking:

We were informed that the Inter-City Elementary School located along FM 1765 at 100 Lake Road has been closed. Therefore, we are requesting your office to remove the school zone stipulated from the City Ordinance number 912 Section 18-56 (c)-(1) passed and adopted on July 8, 2002.

Attached is a speed zone strip map numbered 5730-B showing the location of existing school zone to be removed and a copy of the current City Ordinance. Please furnish this office a copy of the new City Ordinance upon completion.

If you have any questions please contact our Transportation Engineer Supervisor, Gaurang Pandit, at (713) 802-5856 or Rogelio R. Rubico, at (713) 802-5182.

Sincerely,

Ugonna U. Ughanze, P.E.
Director Transportation Operations
Houston District

Attachments

cc: Robin Eldridge – City of La Marque
Rogelio R. Rubico, P.E.
Gaurang S. Pandit, P.E.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

For Equal Opportunity Information



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 9a

Prepared by: Gerald Grimm

Reviewed by: Charlene Warren

Department: Fire Department

AGENDA ITEM DESCRIPTION: Discussion/possible action authorizing the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing upon execution, and expiring September 30, 2019, in return for payment in the amount of twenty two thousand five hundred dollars and no cents (\$22,500.00).

☒ **ATTACHMENTS FOR REFERENCE**

1. Contract with attachments

STAFF BRIEFING:

- Chapter 353 of the Local Government Code, "County Fire Protection" and chapter 791 of the Local Government Code, "Interlocal Cooperation Act" provides authority for this agreement.
- LMFD routinely provides mutual aid assistance upon request if resources are available.
- Commissioners' Court agrees to pay the City of La Marque twenty two thousand five hundred and no cents (\$22,500.00) as reimbursement for mutual aid responses during the contract term to be used for purchase of equipment, training, and other expenditures as determined by the fire department.
- Contract term becomes effective upon execution, and expires September 30, 2019.
- City Attorney has previously reviewed and approved the original contract which remains unchanged with the exception of applicable dates.

HISTORY:

- Galveston County has historically appropriated funds each year to the La Marque Fire Department in return for the provision of mutual aid assistance.

TARGET IMPLEMENTATION: October 9, 2018

SIGNIFICANT ACTION DATES:

This item has been considered and approved by Council each of the previous five (5) calendar years.



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion authorizing the City Manager to execute the annual contract with the County of Galveston Commissioners' Court for the provision of fire protection services to unincorporated areas of Galveston County commencing upon execution, and expiring September 30, 2018, in return for payment in the amount of twenty two thousand five hundred dollars and no cents (\$22,500.00).

FISCAL IMPACT: Funds upon receipt in the amount of \$22,500.00 following final execution of the contract by Galveston County will be transferred into the Fire Reserve Revenue Fund.

[illegible]

CONTRACT

This Contract is made by and between the County of Galveston, Texas, acting by and through its Commissioners' Court hereinafter called "County" and the City of La Marque, Texas, acting by and through its City Commission, hereinafter called "City" or "recipient".

Whereas, Chapter 352 of the Texas Local Government Code, “County Fire Protection” and Chapter 791 of the Government Code, “Interlocal Cooperation Act,” provides authority that the Commissioners’ Court may contract the governing body of a municipality to provide fire protection services to locations outside of the municipalities; and

Whereas, citizens residing within unincorporated areas of the County surrounding the City's city limits are in need of obtaining the services of the City to assist them in time of need; and

Whereas, the City is willing to make its fire protection services available to unincorporated areas of the County.

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

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.
2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.
3. City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit, not later than July 21, 2019, a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, 2018 to July 14, 2019. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the county of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons arising out of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.
9. During the term of this Contract, the City agrees to:
 - a) Maintain membership in the Galveston County Firefighters Association,
 - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.
10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, national origin, sex, disability, genetic information, or veteran status.

11. Drug-Free Workplace – the City shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
12. Americans With Disabilities Act – the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
13. Nondiscrimination – the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:
 - Title VI of the Civil Rights Act of 1964
 - Title IX of the Education Amendments of 1972
 - The Rehabilitation Act of 1973, Section 503
 - The Rehabilitation Act of 1973, Section 504
 - The Age Discrimination Act of 1975
 - The Drug Abuse Office and Treatment Act of 1972
 - The Drug-Free Workplace Act of 1988
14. This Contract shall begin effective upon the execution of this document by both parties and shall terminate on September 30, 2019.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed with multiple originals signed by both parties.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk

CITY OF LA MARQUE, TEXAS

By: _____
Charlene Warren, Interim-City Manager

ATTEST:

City Secretary

Approved As To Form:

City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 9b

Prepared by: Chaise Cary

Reviewed by: Charlene Warren

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided, including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations, in the amount of \$12,708.00.

☒

ATTACHMENTS FOR REFERENCE

1. FY 2018-19 Contract

STAFF BRIEFING:

- Annual agreement with Health District to provide inspection services and respond to complaints generated.
- There is an increase of \$435.84 from previous year's agreement and expense is accounted for in 2018/2019 budget.
- Agreement provides for Health District employees to conduct inspections of commercial grease traps (twice a year) on a City-wide basis.
- County also does "spot" inspections of municipal Waste Water Treatment Plant (WWTP) and a more "in-depth" annual inspection of the same.
- Per agreement, County responds to complaints received from residents and businesses and forwards complaint resolutions to the City.
- City is provided with monthly updates.

HISTORY:

- This is an annual agreement that has increased only \$300 over the course of the past 3 years.

TARGET IMPLEMENTATION: **October 8, 2018**

SIGNIFICANT ACTION DATES: **N/A**

ACTION:

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

Cost Details:

Budgeted	\$15,000.00
Actual Bid	
Estimated Expenditure	\$12,708.00
Acct. Name(s)	Professional Fees
Line Item #	02-4040-24
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided, including City-wide grease trap inspections, Waste Water Treatment inspections, and complaint investigations, in the amount of \$12,708.00.

FISCAL IMPACT: \$12,708.00

Contractual Agreement
For the
City of La Marque

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

THIS AGREEMENT is made and entered into by and between the City of La Marque (hereinafter "CITY"), with its principal office at 1111 Bayou Road, La Marque, Galveston County, Texas 77568 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett. F. Lowry Expressway, Texas City, Galveston County, Texas 77591

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the PERFORMING PARTY.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

Article I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

☒ **Investigations** - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regards to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its

authority to seek enforcement action(s) through the court systems in Galveston County.

- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

☒Source Inspections - Publically Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

☒Source Inspections - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with

Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.

- (11) The PERFORMING PARTY will immediately coordinate with the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

☒ Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.

- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

Article III

ANNUAL MEETING

The PERFORMING PARTY will conduct an annual meeting in the month of January with the CITY. This meeting may be modified or amended upon the consent of the CITY. Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The annual meeting will be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY.

Article IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

Article V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount services chosen in Article I, Statement of Services (see attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt their of quarterly

statement. Final payment for services shall be due upon completion of these services.

Article VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

Article VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

Article VIII

Notices

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Les Rumburg

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

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Ronnie Schultz
Acting Air and Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

Article IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate public liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S failure to maintain adequate public liability insurance, worker's compensation coverage or professional liability insurance as required by this AGREEMENT or as required by governing law.

Article X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

Article XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

Article XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regards to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

Article XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

Article XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVI

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVII

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2018 and shall continue in full force until September 30, 2019, but upon the CITY's determination, may be extended by written agreement. All

payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

GALVESTON COUNTY HEALTH DISTRICT

CITY OF LA MARQUE

Kathy Barroso, CPA
Chief Executive Officer

Bobby Hocking
Mayor

Please
Sign Here

Date

Date

Attachment A: Contract Pricing

City of La Marque Contract Pricing			
Activity	Cost / Event	Number of Events	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	0.2987	14297	\$4,270.00
Waste Water Treatment Plant Inspection (Spot)	\$221.99	3	\$665.00
Waste Water Treatment Plant Inspection (CCI)	\$314.38	1	\$314.00
Source Inspections - Grease Traps	\$91.67	43	\$3,941.00
Surface Water Monitoring	\$579.22	6	\$3,518.00
			\$12,708.00

Attachment A: Contract Pricing

City of La Marque Contract Pricing			
Activity	Cost / Event	Number of Events	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	N/A	N/A	\$4,146.13
Waste Water Treatment Plant Inspection (Spot)	\$172.17	3	\$516.51
Waste Water Treatment Plant Inspection (CCI)	\$307.20	1	\$307.20
Source Inspections - Grease Traps	\$89.00	43	\$3,827.00
Surface Water Monitoring	\$579.22	6	\$3,475.32
			\$12,272.16



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Prepared by: Deck Shaver

Department: Public Services

Agenda item: 9c

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving a professional services agreement with Precision Utilities, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque, in the amount of \$150,000.00.

X

ATTACHMENTS FOR REFERENCE

1. Proposed agreement with Precision Utilities
2. Current agreement with Precision Utilities

STAFF BRIEFING:

- Precision Utilities came with a high recommendation from MOC as they have worked closely with each other over the years.
- Precision has offices in Angleton and can more efficiently and effectively meet La Marque's needs.
- The City signed the contractual agreement with Precision Utility on June 11, 2018.
- The City Attorney has reviewed this agreement.
- The Finance Director has reviewed this agreement and budgeted funds are available.

HISTORY:

02.01.2017 – City enters into agreement with MOC

06.26.2017 – City Council ratifies previous emergency agreement for use of MOC and agrees to longer-term arrangement

05.01.2018 – City receives Notice of Resignation from MOC

05.24.2018 – City staff met with MOC and Precision Utilities representatives to discuss transition plan

06.11.2018 – City signs contractual agreement with Precision Utilities

TARGET IMPLEMENTATION: **October 8, 2018**

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	\$150,000.00
Actual Bid	
Estimated Expenditure	\$150,000.00
Acct. Name(s)	Professional Fees
Line Items #	02-4040-24-00
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve a professional services agreement with Precision Utilities, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for the health, safety and welfare of the City of La Marque, in the amount of \$150,000.00.

FISCAL IMPACT: This is a budgeted expense with no unexpected additional impacts.

PROFESSIONAL SERVICES AGREEMENT

WATER SUPPLY AND WASTEWATER TREATMENT PLANT, WATER DISTRIBUTION, SANITARY SEWER COLLECTION AND DRAINAGE SYSTEMS

THIS AGREEMENT, entered into this ____ day of _____, 20__, (“Effective Date”) by and between City of La Marque, and PRECISION UTILITY, LLC, a Texas limited liability company, having its principal place of business at 9419 Lamkin Road , Houston, Texas 77049 (hereinafter sometimes referred to as the "Operator").

WHEREAS, City of La Marque presently owns or shall acquire water supply facilities, wastewater treatment facilities, a water distribution and sanitary sewer collection system, and drainage facilities, (hereinafter sometimes referred to as “Facilities”), located on property dedicated to the City of La Marque or to be acquired by the City of La Marque; and

WHEREAS, City of La Marque wishes to obtain services for the operation, maintenance, and management of its Facilities which are located in _____ COUNTY, TEXAS; and

WHEREAS, Operator is willing to render such professional services to the extent and in manner hereinafter provided;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that

For and in consideration of the mutual undertakings herein contained, City of La Marque and Operator agree as follows:

I. GENERAL

1.01- GENERAL GOAL

Operator hereby agrees to operate, maintain, and manage the Facilities under this Agreement beginning on the effective date and continuing during the term hereof as hereinafter defined on the terms and conditions stated herein. Operator shall be considered an independent contractor and not an employee under this Agreement.

1.02 - DEFINITIONS

As used herein, the following terms shall have meanings as follows:

- A. "OPERATION" shall consist of furnishing all of the necessary personnel, services, tools, equipment, materials, supplies and transportation in order to provide efficient operation of the Facilities. Operation shall include, but shall

not be limited to, providing the necessary service in (1) the efficient distribution of water from the City of La Marque's water supply plant through its water distribution system, and/or (2) the efficient collection and movement of normal domestic sewage discharged into the City of La Marque's sewage collection system.

- B. "MAINTENANCE" shall consist of cleaning, lubricating and adjusting equipment necessitated by operation and will include replacement or repair, when needed, of those parts of equipment or other components, which are expected to require replacement or repair in the operation of facilities of the type, which constitutes the Facilities.
- C. "FACILITIES" shall consist of the following:
 - 1. Water supply plant, commencing upon the date hereof;
 - 2. Wastewater treatment plant, commencing upon the date hereof;
 - 3. Water distribution, sanitary sewer collection and drainage systems;
 - 4. Sanitary sewer lift stations
- D. "CITY OF LA MARQUE'S REPRESENTATIVE" shall mean the City of La Marque's Public Work Director or any individual designated by the City Manager or in absence of such designation by the Mayor and Council of the City of La Marque.
- E. "OPERATION AND MAINTENANCE MANUAL" or "O & M MANUAL" shall include the following:
 - 1. Available manufacturers' manuals prepared for all equipment used in connection with the Facilities and such other written lubrication schedules with change dates, maintenance schedules, and machinery specifications as are necessary for the proper operation and maintenance of the Facilities.
 - 2. A list of inventory items to be used for minor and emergency repairs for each of the Facilities;
 - 3. A written operating log containing a daily record, notations regarding the use of all supplies and all repairs or replacements performed;
 - 4. Such other matters within the scope of the Operator's work which The City of La Marque may reasonably request.
- F. "EXPENDABLE SUPPLIES" shall mean lubricants, packing, charts, cleaning agents, chemicals, chlorine, office supplies, and all other similar nondurable items, which do not become affixed to the Facilities.

- G. "BASIC SERVICES" shall mean those routine operation and maintenance functions specified in Section 2.01 of this Agreement.
- H. "ROUTINE REPAIR AND REPLACEMENT" shall mean the labor, tools and transportation required for the repairs, replacement and adjustment of those parts or equipment, which are expected to require replacement or repair in the normal operation of facilities of the type which constitute the Facilities. Said definition shall also mean such repair and replacement necessitated in the performance of duties prescribed by the O & M Manual. "Routine Repair and Replacement" shall not include repair or replacement of Facilities damaged by third parties, obsolescence, or other factors not within Operator's control.
- I. "EXTRAODINARY REPAIR AND REPLACEMENT" shall mean labor, tools and transportation not defined as "Routine Repair and Replacement."

II. SCOPE OF WORK

2.01 - BASIC SERVICES

During the term of this Agreement, Operator shall perform the following basic services:

A. GENERAL

1. Operator shall operate and maintain the Facilities in a proper and workmanlike manner. Operator agrees to operate and maintain the Facilities in accordance with all applicable laws, permits, rules and regulations.
2. Operator shall be responsible for operating and maintaining the Facilities in accordance with the O & M Manual.
3. Operator shall arrange for and supervise all testing required by all regulatory agencies and applicable laws, permits and regulations and shall arrange for any regularly scheduled reports as required by any regulatory agencies and any applicable laws, permits and regulations.
4. Operator shall render a condensed monthly operating report to City of La Marque which shall include at least the following information:
 - a) Any abnormal change in condition of City of La Marque's equipment, necessary repairs and any recommendations as to the repair or replacement of such equipment;
 - b) Any damage to the Facilities and the possible causes thereof, including any

insurance claims filed on behalf of City of La Marque. In instances where the damage may be attributable to any contractor, builder, corporation, utility company or other person, Operator shall back charge the party responsible for such damage and report it to the City of La Marque;

- c) The number of gallons of water billed to City of La Marque's customers, along with the numbers of gallons pumped from the City of La Marque water plant and a comparison of water volume produced to the Ground Water Conservation District Permit holder;
 - d) Copies of monthly testing reports, if requested by the City of La Marque and correspondence to regulatory authorities, if appropriate.
- 5. Operator shall provide at least one fully qualified and competent operator to directly operate the Facilities. The person so provided shall have a Texas certification as required by the regulatory agencies.
 - 6. Operator shall maintain a twenty-four (24) hour telephone access number.
 - 7. Operator shall promptly notify City of La Marque's Representative of any condition known to Operator, which adversely affects the quality of water supply, wastewater collection or treatment, drainage or City of La Marque's compliance with all current permits or regulations.
 - 8. Operator shall render City of La Marque all reasonable assistance in the promotion of good relations with City of La Marque's customers.
 - 9. Operator shall routinely order and arrange for delivery of inventory items listed in the O & M Manual, expendable supplies, and other necessary supplies.
 - 10. Operator shall provide a representative to attend City of La Marque meetings as requested; said representative shall be familiar with the operations in City of La Marque's facilities.
 - 11. Operator shall provide operations and maintenance cost data available to City of La Marque's Bookkeeper for use in budget comparison.
 - 12. Operator shall maintain such information and reports as may be required for audit of City of La Marque's accounts and shall make same available to City of La Marque's auditor during regular business hours.
 - 13. Operator shall visually inspect and flow all the flushing valves within City of La Marque's facilities semiannually and submit a written status report to City of La

Marque and any fire department designated by City of La Marque.

14. Operator shall perform an ongoing manhole inspection program. This inspection shall include a visual inspection of the top of the manhole and the surrounding area (for depressions) and a visual inspection of the inside of the manhole as accessible from the top. Each manhole will be inspected on an as needed basis with subsequent reports to City of La Marque.
15. Operator shall inspect each water distribution valve on an as needed basis with subsequent reports submitted to the City of La Marque. This inspection shall include a visual inspection of the valve riser and cap as well as the utilization of a valve key to check valve operating nut accessibility and operability.

B. WATER SUPPLY PLANT

1. Operator shall maintain an operating log at City of La Marque's water supply plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the water supply plants routinely and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the water supply plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

C. WASTEWATER TREATMENT PLANT

1. Operator shall maintain an operating log at City of La Marque's Wastewater Treatment plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the wastewater plant the required number of days that are specified in the sewer plant permit and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the wastewater treatment plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

D. SLUDGE TREATMENT AND DISPOSAL

1. Operator shall routinely draw sludge from the City of La Marque's wastewater treatment plant to maintain the average sludge age and optimum concentrations.
2. In the event that extraordinary sludge hauling is required, sludge shall be processed from the facilities by others or by the Operator in a manner and at a cost to be agreed on from time to time by the parties hereto.

E. WATER DISTRIBUTION, SANITARY SEWER COLLECTION SYSTEMS

1. Operator shall be responsible for the installation of water taps, setting meters and meter boxes, the minor adjustment of meter boxes, reading water meters, the billing and collecting of tap fees, sewer inspection fees, deposits, water and sewer service charges and back charges, all in accordance with the City of La Marque's Rate Order, as amended from time to time. (Operator shall be compensated for said work according to rate schedule, attached hereto as Exhibit "A") Operator shall provide all the necessary personnel in order to read meters, mail statements to customers, collect and deposit revenues and provide customary accounting and office services. Operator shall cause all water taps to be made in accordance with a plat map or other written instructions from the City of La Marque's Representative.
2. Operator shall perform or cause to be performed a daily, weekly, monthly and yearly routine and preventive maintenance program as required to keep the facilities operational and in compliance with the regulatory authorities.
3. Operator shall at least monthly, patrol City of La Marque in order to observe and take corrective action regarding leaks, defects, damaged and missing equipment. Operator shall establish an inspection program in order to examine each sanitary manhole and each water main valve. Minor repairs or debris removal shall be performed immediately. (Operator shall be compensated for said inspections and repairs according to rate schedule, attached hereto as Exhibit "A".)
4. Operator shall report all damages to the City of La Marque Facilities. In the event that, in the Operator's opinion, foreseeable damage could occur, Operator shall report such opinion to City of La Marque Representative immediately and shall attempt to comply with the City of La Marque's policy governing control of damages to City of La Marque Facilities and to prevent others from causing additional damage. In those instances, in which damage is discovered, Operator shall diligently attempt to ascertain the causes therefore and report it in the monthly report.

2.02 – REPAIR OR REPLACEMENT: EMERGENCY RESPONSE

Operator shall provide routine repair or replacement when necessary. Operator shall provide Extraordinary Repair and Replacement when necessary, provided that Operator shall obtain advance approval of City of La Marque's Representative before providing any parts, equipment or extraordinary repair or replacement with an estimated repair cost of over \$1,000.⁰⁰, and Operator shall be additionally compensated therefore in accordance with Section 3.04, herein.

In the event that a repair or replacement is urgently necessary to prevent damage to life, property, or for concerns related to public health and if the Operator has diligently attempted to contact the City of La Marque's Representative in advance, the Operator shall cause such repairs to be performed at once. Such repairs or replacement and the charges for parts and equipment so utilized shall be at the City of La Marque's expense. Prior authorization shall not be necessary, provided that the Operator shall use its best efforts to minimize the cost thereof and provided that the Operator contacts the City of La Marque's Representative at the earliest possible opportunity thereafter.

Operator shall maintain personnel and equipment for emergency response twenty-four (24) hours per day, seven (7) days per week, and 365 days per year. Emergencies shall include but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewer collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by City of La Marque or its representative or response to insistent resident concerns when necessary to maintain good relations with the City of La Marque.

2.03 - SPECIAL SERVICES

In addition to basic services, Operator may be requested from time to time to perform special services such as conducting inventories and preparing reports in addition to reports required by various regulatory agencies and any other special services requested by City of La Marque or any of the City of La Marque's other consultants. Special service shall be at City of La Marque's expense based on estimates received from Operator and approved by City of La Marque.

City of La Marque's Representative may request that certain additional operation and maintenance procedures be followed in addition to the O & M Manual. From time to time, the City of La Marque's Representative shall prepare any and all suggested O & M Manual material which he shall deem necessary for the proper operation and maintenance of the facilities and shall submit same to City of La Marque and Operator. Thereupon, Operator shall calculate any additional cost of compliance with said material and shall present same to City of La Marque for approval.

2.04 – MODIFICATIONS TO CITY OF LA MARQUE FACILITIES

City of La Marque will provide Operator written notice of additions, deletions or other modifications to the Facilities, which are not proposed to be made by the Operator. In the event any such modification amounts to substantial change in the type or extent of the facilities or would

materially increase Operator's cost in performing its obligations hereunder, Operator shall provide City of La Marque with written notice of the additional costs of operation and maintenance resulting from the proposed modification; and if efforts to renegotiate this Agreement to absorb any additional operating cost are not successful, either party may terminate this Agreement upon thirty (30) days advance written notice.

2.05 - CITY OF LA MARQUE'S RESPONSIBILITIES

The payment for cost of all supplies, electricity, gas and other utility services utilized in connection with the operation and maintenance of Facilities and all modifications, extensions, expansions or structural changes to the Facilities shall be the direct responsibility of the City of La Marque.

III. COMPENSATION TO OPERATOR

3.01 - COMPENSATION TO OPERATOR

Operator shall receive compensation for performance of basic services and its duty to operate and maintain the Facilities in a proper and workmanlike manner, in accordance with Exhibit "A", attached hereto. Any rate increases shall be effective only after approval by City of La Marque.

3.02 - COMPENSATION POLICIES

The compensation to be paid to Operator herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed by any governmental authority upon City of La Marque and paid by Operator as a result of performing its obligations pursuant to the Agreement other than taxes upon the purchase of material, supplies, and parts. In the event Operator is required by applicable law or regulation to pay or collect any such tax, assessment, regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to Operator by City of La Marque (in addition to the compensation provided hereinabove) at the next monthly meeting of the City of La Marque. It is understood however, that the Operator shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations, and regulations with respect to or measured by the compensation (wage, salary or other) paid to employees of Operator and its subcontractors for work covered by this Agreement, including, but not by way of limitation, taxes or contributions for annuities, and disability insurance. Operator shall defend, indemnify and hold City of La Marque harmless from any liability for any and all such taxes or contribution or interest or penalties for failure to pay it.

3.03 - BILLING AND PAYMENT

Unless otherwise agreed upon in writing during the initial or any renewal terms of this Agreement, Operator will submit prior to City of La Marque's regularly scheduled meeting, a statement to City of La Marque's bookkeeper or City of La Marque's Representative reflecting charges for the previous billing period in accordance with this Agreement. Said invoice shall include an itemization of all amounts requested for payment during the billing period, with supplementary invoices attached thereto, if requested by the City of La Marque. Said invoices shall include the date, price and description of all items purchased and the rate per category and description of the nature of all labor and equipment utilized. If the invoice is approved by the City of La Marque's bookkeeper or City of La Marque Representative, then such invoice shall be due and payable on the date of said meeting, provided, however, that any such invoice shall not preclude the withholding of approval of any additional items by the Board of Directors of City of La Marque at said meeting. In the event City of La Marque or City of La Marque's Representative withholds approval on any item or items in the invoice, the City of La Marque's Representative shall notify Operator at least on day in advance of said meeting. Any dispute involving payment of any item or items on the statement shall be resolved by City of La Marque, subject to any legal or equitable remedy available to Operator. Payment of said item or items by City of La Marque shall not be unreasonably withheld. Operator however shall be entitled to payment of the balance of said statement in the event that payment of any item or items in the statement are withheld pending resolution of a dispute. If the City of La Marque fails to make payment under this Agreement to the Operator of any undisputed sum named in any partial or final statement, when the payment is past due more than fifteen (15) days and has not been lawfully contested by the City of La Marque, City of La Marque shall pay to the Operator in addition to the undisputed sum shown as due by such statement, interest thereon at a rate of ten percent (10%) per annum, until fully paid. Interest shall not accrue on any disputed sum(s) unless said sum(s) remain unpaid for more than fifteen (15) days following resolution of dispute.

Maintenance and operation expenses attributable to components of the Facilities which are owned or shared by City of La Marque and other parties ("joint facilities") shall be identified as such on Operator's records and shall be separated from other statements presented to City of La Marque for payment.

All materials and supplies purchased by the Operator are purchased on behalf of the City of La Marque and are labeled as the City of La Marque's property. The title to the purchased materials and supplies passes to the City of La Marque before such goods are used.

3.04 – ADDITIONAL COMPENSATION

In addition to the compensation provided for Basic Services herein, Operator shall receive the additional compensation specified in this section. Operator shall not be additionally compensated for providing Basic Services, except as provided below. No overhead reimbursements shall be paid by City of La Marque except as provided below. City of La Marque shall not be obligated to pay charges in excess of rates listed in Operator's Rate Schedule, except in emergency cases specified in

Section 2.02 herein. Operator shall receive the following additional compensation;

- A. For performance of Extraordinary Repair and Replacement specified in section 2.02 herein. Unless specifically noted otherwise, all labor required for the performance of duties listed shall be considered Routine Repair and Replacement;
- B. For purchase of inventory items, expendable supplies, chemicals, parts, equipment or other replacement components of the Facilities, whether installed, repaired or replaced as Routine or Extraordinary Repairs and Replacements. City of La Marque shall pay Operator invoice amount plus ten percent (10%);
- C. For performance of special services as specified in Section 2.03, herein;
- D. For the cost of all testing required by all controlling agencies and applicable laws, permits and regulations as specified in Section 2.01 A (3), herein;
- E. For payment of subcontractors' invoices by Operator, City of La Marque shall pay Operator the subcontractors' invoice fees plus ten percent (10%);
- F. For any fees or assessments associated with the filing of any applicable regulatory requirements;
- G. For any reports or filings not currently required.

3.05 - CUSTOMER BILLING AND COLLECTIONS

- A. The Operator's billing and collection service shall insure that all funds of City of La Marque be kept separate and deposited to the City of La Marque's bank account at least monthly. The Operator shall pursue all delinquent accounts, including the forwarding of delinquent notices, as prescribed by the City of La Marque Rate Order.
- B. Operator recognizes that all sums of money which it collects on behalf of City of La Marque for water and wastewater services are public funds and are pledged to the payment of debts of the City of La Marque, and Operator agrees that all such moneys shall be deposited as provided herein in the named account without set-off, counter-claim, abatement or diminution.
- C. Operator shall read all meters connected to the City of La Marque's waterworks system once each month, and will provide monthly billing and collecting service to City of La Marque for water and sewer service charged to customers of City of La Marque's waterworks and sanitary sewer systems. Operator agrees to provide such monthly billing service within fifteen (15) days following the completion of the meter-reading period. Monthly bills shall include the date the meter was read. City of La Marque agrees that

Operator may make adjustments to billings for over and under registration of water meters, for underground leaks, for establishment of water use by customers when water meters have been inoperative, or for an obviously incorrect water meter reading recorded, to obtain the adjusted billing of water and sewer service charges.

IV. INSURANCE AND INDEMNIFICATION

4.01 – INSURANCE AND INDEMNIFICATION

Upon execution of this Agreement, Operator will furnish City of La Marque with Certificates of insurance in a company or companies satisfactory to City of La Marque, evidencing:

- | | | | |
|----|---|-------------|--------------|
| A. | Workers Compensation (statutory amount) | | |
| | | | |
| B. | Comprehensive General Liability including coverage of risks mentioned hereinafter in amounts not less than: | | |
| | | | |
| 1. | General Liability | \$1,000,000 | / person |
| | | \$1,000,000 | / occurrence |
| | | \$2,000,000 | / aggregate |
| 2. | Business Auto | \$1,000,000 | / occurrence |
| 3. | Umbrella | \$1,000,000 | / occurrence |
| | | \$2,000,000 | / aggregate |

Such policies of insurance shall name City of La Marque as an additional insured. The certificates of Insurance shall provide that City of La Marque shall be provided thirty (30) days prior written notice of any cancellation or reduction of insurance coverage.

4.02 - INDEMNIFICATION

- A. OPERATOR SHALL INDEMNIFY THE CITY AND HOLD THE CITY AND ITS REPRESENTATIVES, CONSULTANTS (OTHER THAN OPERATOR) AND AGENTS (COLLECTIVELY THE "CITY INDEMNITEES") HARMLESS FROM AND AGAINST CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS, JUDGEMENTS, AND LIABILITY OF EVERY KIND OF CHARACTER, \VHETHER IN CONTRACT, TORT OR OTHER\VISE, INCLUDING ALL COSTS, ATTORNEYS' FEES, AND COURT COSTS, WHICH ARE CAUSED BY, ASSOCIATED WITH OR ARISE OUT OF THE INTENTIONAL, WILLFUL, RECKLESS OR NEGLIGENT (\VHETHER ACTIVE, PASSIVE OR GROSS) ACTS OF OPERATOR, ITS EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS, ARISING UNDER THIS AGREEMENT.

- B. ADDITIONALLY, OPERATOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE THAT ANYONE OR MORE OF CITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF OPERATOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH OPERATOR'S OPERATION OF THE CITY'S FACILITIES UNDER THIS AGREEMENT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION OR REQUIREMENT WAS A DIRECT RESULT OF OPERATOR FOLLOWING THE EXPRESSED INSTRUCTION OF THE REPRESENTATIVES OF THE CITY. OPERATOR REQUIREMENT TO INDEMNIFY THE CITY INDEMNITEES IN THIS SECTION 4.02(B) SHALL NOT APPLY TO ANY CITY INDEMNITEE USED BY THE CITY TO DESIGN, BUILD OR OPERATE THE CITY'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A DIRECT RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH CITY INDEMNITEE.
- C. OPERATOR MAY SUBCONTRACT SUCH OF ITS WORK HEREUNDER AS MAY, IN OPERATOR'S OPINION, BE DESIRABLE, SUBJECT TO THE CITY'S RIGHTS AS SET FORTH BELOW. HOWEVER, SUCH SUBCONTRACTING SHALL NOT RELIEVE OPERATOR OF ANY OF ITS OBLIGATIONS OR LIABILITIES HEREUNDER, AND SUBCONTRACTORS SHALL BE CONSIDERED TO BE EMPLOYEES OF OPERATOR WITH OPERATOR RETAINING RESPONSIBILITY FOR SUCH SUBCONTRACTORS' PERFORMANCE. SUBCONTRACTORS OR SUPPLIES EMPLOYED OR UTILIZED BY OPERATOR SHALL HAVE NO RECOURSE AGAINST CITY FOR ANY SERVICES RENDERED OR CHARGES INCURRED ON BEHALF OF OPERATOR AND OPERATOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS, ATTORNEYS' FEES AND COURT COSTS INCURRED AS A RESULT OF CLAIMS MADE BY SUCH SUBCONTRACTORS OR SUPPLIES. THE CITY RESERVES THE RIGHT TO DIRECTLY EMPLOY SUBCONTRACTORS FOR CERTAIN OPERATION AND AND/OR MAINTENANCE SERVICES. OPERATOR SHALL RECEIVE NO COMPENSATION PURSUANT TO SECTION 2.04 (FL HEREIN AND SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTOR.

- D. Operator Agrees To Exercise Reasonable Diligence And Good Business Practices In The Operation And Maintenance Of The Facilities. Operator Will Be Liable For Any Direct Or Indirect Loss, Or Damages Resulting From The Diminution Or Interruption Of Service Within The Facilities And Utility System That Is Caused By Or Results From Either Directly Or Indirectly, The Improper Or Inadequate Operation Of The Facilities By Operator, Or The Intentional, Willful, Reckless, Or Negligent Acts, Omissions Or Other Operations By Operator, Or Its Employees, Representatives, Agents Or Subcontractors. However, It Is Understood And Agreed That Operator Is Not Otherwise Responsible For The Adequacy Or Quality Of The Water Supply Provided Or The Failure Of The Facilities To Meet State Or Federal Standards.

V. TERM AND TERMINATION

5.01 - TERM AND TERMINATION

This Agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject, however, to termination by either party hereto at any time, without cause, by providing thirty (30) days advance written notice to the other party. Provided, however, that either party may terminate this Agreement immediately for substantial failure to perform upon giving written notice to the other party of such failure to perform and the allowance of a reasonable period for curing such non-performance. In the event this Agreement is terminated, all billing cards, meter reading records, billing and collections forms, and any other forms or materials pertaining to the billing and collection of accounts of any customer of City of La Marque shall be furnished by Operator to City of La Marque without any additional costs to City of La Marque. In the event of termination, City of La Marque shall pay Operator compensation pursuant to this Agreement up to the date of termination (prorated for less than a full month, if necessary) and any unpaid expenses of Operator incurred pursuant to this Agreement. It is further understood by both parties hereto that any action or decision by any government unit or agency which has any effect upon the requirements of this Agreement, in part or in total, may be cause for immediate renegotiation of this Agreement.

VI. MISCELLANEOUS

6.01 - CITY OF LA MARQUE'S REPRESENTATIONS

City of La Marque represents that the Facilities are in good working order, do not contain any known defective equipment, and are suitable and adequate for the normal needs of its present customers and expected additional customers during the term of this Agreement.

6.02 - INDUSTRIAL AND HAZARDOUS WASTES

Recognizing that the control of industrial and hazardous wastes discharging into the sanitary sewer collections system of the City of La Marque is of vital importance, each party agrees to notify the other and the City of La Marque's Engineer when knowledge of such discharge or contemplated discharge is discovered.

6.03 – SPECIFICATIONS AND WARRANTIES

City of La Marque reserves the right to select and prescribe specifications and standards for all materials and equipment to be used by Operator in the performance of services and obligations pursuant to this Agreement. Operator shall use good judgment with respect to said replacement equipment and shall not be responsible to City of La Marque for any guarantee or warranty in connection with said equipment. Operator shall exert reasonable efforts to obtain the normal warranties or guarantees applicable in the particular industry and shall assign the same to the City of La Marque.

6.04 – FORCE MAJEURE

In the event that either party is rendered unable, wholly or in part, by act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties ("Force Majeure") to carry out its obligations under this Agreement, it is agreed that either party shall give notice and full particulars of such Force Majeure to the other party in writing as soon as possible after the occurrence of the cause relied on and shall thereby be relieved of its obligations, so far as they are effected by such Force Majeure, during the continuance of any inability so caused, but for no longer period.

6.05 – ASSIGNABILITY

Neither party may assign this Agreement or its interest herein without prior written consent of the other, provided that Operator may assign any moneys due from the City of La Marque hereunder to a third party.

6.06 - MODIFICATION

No alteration or modification of this Agreement shall be made except by a writing duly signed by the parties hereto.

6.07 - RECORDS

Operator shall maintain all City of La Marque records in accordance with sound business practices, and all rules, regulations and records retention schedules adopted thereunder.

6.08 – INDEPENDENT CONTRACTOR: GOVERNING LAW

Operator is not an employee or subcontractor of City of La Marque, but serves City of La Marque as an independent contractor. This Agreement shall be governed by the laws of the State of Texas.

6.09 – NOTICE

Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party for whom intended at its' then address of record, and such notices shall be deemed to have been given when the notice was thus mailed. The initial addresses of the parties, which may be changed by notifying the respective other party, are as follows:

OPERATOR:

Precision Utility, LLC
P.O. Box 5794
Katy, TX 77491

CITY OF LA MARQUE:

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first hereinabove written.

PRECISION UTILITY, LLC:

By: _____
Managing Member
Precision Utility, LLC

CITY OF LA MARQUE:

By: _____
Name: _____
Title: _____

EXHIBIT "A"
MONTHLY BASE FEE

The monthly base fee is pursuant to mutually agreed upon "Scope of Work" Established by Precision Utility and The City of La Marque: Operate Water Production Facilities, Sanitary Sewer Lift Stations, and the Wastewater Treatment Plant: \$7800

SCHEDULE OF STANDARD RATES

The following is a list of Service Provider charges showing the current hourly rate schedule:

Labor and Equipment	REGULAR TIME	OVERTIME
Officer	\$125.00	\$125.00
Environmental Compliance	\$105.00	\$105.00
Supervisor Foreman	\$65.00	\$97.50
Environ. Compl. Assist	\$60.00	\$60.00
Certified Operator	\$45.00	\$ 67.50
Clerical	\$45.00	\$67.50
Technician	\$65.00	\$ 97.50
Laborer	\$35.00	\$ 52.50
Vehicle	\$18.00	\$ 18.00
Backhoe Rig & Crew	\$195.00	\$ 225.00
Materials & Supplies	Cost + 10%	N/A
Rental Equipment	Cost +10%	N/A

EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES

The following is a list of Service Provider charges showing the current set fee schedule:

SET FEES / MISC	REGULAR TIME	OVERTIME
5/8 x 3/4 Residential Water Tap	New Construction \$500 Existing Bid	
Irrigation Tap	Bid	
Commercial Tap	Bid	
Residential Inspections: Pre Final	\$40.00	Re Inspect \$40.00
All Other Sewer Tap Inspection	Bid	
Residential Sewer Inspections	\$50.00	Re Inspect \$40.00
Replace / Test Meter + Brass	\$45.00	
Turn Off / Turn On	\$25.00 Each	
Meter Pull / Re Install	\$35.00 Each	
Residential CSI	\$60.00	

Commercial CSI	Bid	
Backflow Prevention	Cost + 10%	
Meter Re-Reading	Time & Material	N/A
Grease Trap Inspection With Report	\$25 Each	N/A
Customer Service Agreement Transfers	\$5.00	N/A
Per Connection Fee Bi Monthly	\$3.00 \$2.50	N/A

**EXHIBIT "A" Continued
SCHEDULE OF SET FEE RATES**

The following is a list of Service Provider charges showing the current set fee schedule:

Administration	REGULAR TIME	OVERTIME
Copies	\$0.15	
Faxes	\$2.00	
Envelopes	\$0.15	
Stationary	\$1.40	
Postage	Direct Pass Thru	
Record Storage	\$64.00	
Commercial Per Connection Charge - every 10K Gallons Bi Monthly	\$3.00 \$2.50	
Collection for Extra Line Items Door Tags Letters	\$0.30 \$10.00	

Outside contractors billed at cost + 10% | Direct Bill. Overtime rates of time and one-half will apply for work performed before 8:00 a.m. and after 5:00 p.m., and on weekends and holidays (excludes base operations). Overtime rates shall not apply to equipment. Holidays are New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve day and Christmas Day



PRECISION UTILITY

PROFESSIONAL SERVICES AGREEMENT

WATER SUPPLY AND WASTEWATER TREATMENT PLANT, WATER DISTRIBUTION, SANITARY SEWER COLLECTION AND DRAINAGE SYSTEMS

THIS AGREEMENT, entered into this 11 day of June, 2018, ("Effective Date") by and between City of La Marque, and PRECISION UTILITY, LLC, a Texas limited liability company, having its principal place of business at 9419 Lamkin Road, Houston, Texas 77049 (hereinafter sometimes referred to as the "Operator").

WHEREAS, City of La Marque presently owns or shall acquire water supply facilities, wastewater treatment facilities, a water distribution and sanitary sewer collection system, and drainage facilities, (hereinafter sometimes referred to as "Facilities"), located on property dedicated to the City of La Marque or to be acquired by the City of La Marque; and

WHEREAS, City of La Marque wishes to obtain services for the operation, maintenance, and management of its Facilities which are located in GALVESTON COUNTY, TEXAS; and

WHEREAS, Operator is willing to render such professional services to the extent and in manner hereinafter provided;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that

For and in consideration of the mutual undertakings herein contained, City of La Marque and Operator agree as follows:

I. GENERAL

1.01- GENERAL GOAL

Operator hereby agrees to operate, maintain, and manage the Facilities under this Agreement beginning on the effective date and continuing during the term hereof as hereinafter

defined on the terms and conditions stated herein. Operator shall be considered an independent contractor and not an employee under this Agreement.

1.02 - DEFINITIONS

As used herein, the following terms shall have meanings as follows:

9419 LAMKIN ROAD HOUSTON TEXAS 77049 | P.O. BOX 5794 KATY, TEXAS 77491
281-456-9825 MAIN | 281-456-7625 FAX | WWW.PRECISIONUTILITY.BIZ | SERVICE@PRECISIONUTILITY.BIZ



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- A. "OPERATION" shall consist of furnishing all of the necessary personnel, services, tools, equipment, materials, supplies and transportation in order to provide efficient operation of the Facilities. Operation shall include, but shall not be limited to, providing the necessary service in (1) the efficient distribution of water from the City of La Marque's water supply plant through its water distribution system, and/or (2) the efficient collection and movement of normal domestic sewage discharged into the City of La Marque's sewage collection system.
- B. "MAINTENANCE" shall consist of cleaning, lubricating and adjusting equipment necessitated by operation and will include replacement or repair, when needed, of those parts of equipment or other components, which are expected to require replacement or repair in the operation of facilities of the type, which constitutes the Facilities.
- C. "FACILITIES" shall consist of the following:
1. Water supply plant, commencing upon the date hereof;
 2. Wastewater treatment plant, commencing upon the date hereof;
 3. Water distribution, sanitary sewer collection and drainage systems;
 4. Sanitary sewer lift stations
- D. "CITY OF LA MARQUE'S REPRESENTATIVE" shall mean the City of La Marque's Public Work Director or any individual designated by the City Manager or in absence of such designation by the Mayor and Council of the City of La Marque.
- E. "OPERATION AND MAINTENANCE MANUAL" or "O & M MANUAL" shall include the following:
1. Available manufacturers' manuals prepared for all equipment used in connection with the Facilities and such other written lubrication schedules with change dates, maintenance schedules, and machinery specifications as are necessary for the proper operation and maintenance of the Facilities.
 2. A list of inventory items to be used for minor and emergency repairs for each of the Facilities;
 3. A written operating log containing a daily record, notations regarding the use of all supplies and all repairs or replacements performed;
 4. Such other matters within the scope of the Operator's work which



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The City of La Marque may reasonably request.

- F. "EXPENDABLE SUPPLIES" shall mean lubricants, packing, charts, cleaning agents, chemicals, chlorine, office supplies, and all other similar nondurable items, which do not become affixed to the Facilities.
- G. "BASIC SERVICES" shall mean those routine operation and maintenance functions specified in Section 2.01 of this Agreement.
- H. "ROUTINE REPAIR AND REPLACEMENT" shall mean the labor, tools and transportation required for the repairs, replacement and adjustment of those parts or equipment, which are expected to require replacement or repair in the normal operation of facilities of the type which constitute the Facilities. Said definition shall also mean such repair and replacement necessitated in the performance of duties prescribed by the O & M Manual. "Routine Repair and Replacement" shall not include repair or replacement of Facilities damaged by third parties, obsolescence, or other factors not within Operator's control.
- I. "EXTRAODINARY REPAIR AND REPLACEMENT" shall mean labor, tools and transportation not defined as "Routine Repair and Replacement."

II. SCOPE OF WORK

2.01 - BASIC SERVICES

During the term of this Agreement, Operator shall perform the following basic services:

A. GENERAL

- 1. Operator shall operate and maintain the Facilities in a proper and workmanlike manner. Operator agrees to operate and maintain the Facilities in accordance with all applicable laws, permits, rules and regulations.
- 2. Operator shall be responsible for operating and maintaining the Facilities in accordance with the O & M Manual.
- 3. Operator shall arrange for and supervise all testing required by all regulatory agencies and applicable laws, permits and regulations and shall arrange for any regularly scheduled reports as required by any regulatory agencies and any applicable laws, permits and regulations.



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4. Operator shall render a condensed monthly operating report to City of La Marque which shall include at least the following information:
 - a) Any abnormal change in condition of City of La Marque's equipment, necessary repairs and any recommendations as to the repair or replacement of such equipment;
 - b) Any damage to the Facilities and the possible causes thereof, including any insurance claims filed on behalf of City of La Marque. In instances where the damage may be attributable to any contractor, builder, corporation, utility company or other person, Operator shall back charge the party responsible for such damage and report it to the City of La Marque;
 - c) The number of gallons of water billed to City of La Marque's customers, along with the numbers of gallons pumped from the City of La Marque water plant and a comparison of water volume produced to the Ground Water Conservation District Permit holder;
 - d) Copies of monthly testing reports, if requested by the City of La Marque and correspondence to regulatory authorities, if appropriate.
5. Operator shall provide at least one fully qualified and competent operator to directly operate the Facilities. The person so provided shall have a Texas certification as required by the regulatory agencies.
6. Operator shall maintain a twenty-four (24) hour telephone access number.
7. Operator shall promptly notify City of La Marque's Representative of any condition known to Operator, which adversely affects the quality of water supply, wastewater collection or treatment, drainage or City of La Marque's compliance with all current permits or regulations.
8. Operator shall render City of La Marque all reasonable assistance in the promotion of good relations with City of La Marque's customers.
9. Operator shall routinely order and arrange for delivery of inventory items listed in the O & M Manual, expendable supplies, and other necessary supplies.
10. Operator shall provide a representative to attend City of La Marque meetings as requested; said representative shall be familiar with the operations in City of La Marque's facilities.



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11. Operator shall provide operations and maintenance cost data available to City of La Marque's Bookkeeper for use in budget comparison.
12. Operator shall maintain such information and reports as may be required for audit of City of La Marque's accounts and shall make same available to City of La Marque's auditor during regular business hours.
13. Operator shall visually inspect and flow all the flushing valves within City of La Marque's facilities semiannually and submit a written status report to City of La Marque and any fire department designated by City of La Marque.
14. Operator shall perform an ongoing manhole inspection program. This inspection shall include a visual inspection of the top of the manhole and the surrounding area (for depressions) and a visual inspection of the inside of the manhole as accessible from the top. Each manhole will be inspected on an as needed basis with subsequent reports to City of La Marque.
15. Operator shall inspect each water distribution valve on an as needed basis with subsequent reports submitted to the City of La Marque. This inspection shall include a visual inspection of the valve riser and cap as well as the utilization of a valve key to check valve operating nut accessibility and operability.

B. WATER SUPPLY PLANT

1. Operator shall maintain an operating log at City of La Marque's water supply plants, which may be inspected by City of La Marque at any time.
2. Operator shall check operation of the water supply plants routinely and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the water supply plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

C. WASTEWATER TREATMENT PLANT

1. Operator shall maintain an operating log at City of La Marque's Wastewater



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Treatment plants, which may be inspected by City of La Marque at any time.

2. Operator shall check operation of the wastewater plant the required number of days that are specified in the sewer plant permit and shall make any needed adjustments, lubrications or repairs.
3. Operator shall maintain the wastewater treatment plants in a neat orderly condition, compatible with the neighborhood. Maintenance shall not include the painting of equipment or the facilities, other than "touch up" painting needed to prevent damage to the facilities. Maintenance shall not include mowing.

D. SLUDGE TREATMENT AND DISPOSAL

1. Operator shall routinely draw sludge from the City of La Marque's wastewater treatment plant to maintain the average sludge age and optimum concentrations.
2. In the event that extraordinary sludge hauling is required, sludge shall be processed from the facilities by others or by the Operator in a manner and at a cost to be agreed on from time to time by the parties hereto.

E. WATER DISTRIBUTION, SANITARY SEWER COLLECTION SYSTEMS

1. Operator shall be responsible for the installation of water taps, setting meters and meter boxes, the minor adjustment of meter boxes, reading water meters, the billing and collecting of tap fees, sewer inspection fees, deposits, water and sewer service charges and back charges, all in accordance with the City of La Marque's Rate Order, as amended from time to time. (Operator shall be compensated for said work according to rate schedule, attached hereto as Exhibit "A") Operator shall provide all the necessary personnel in order to read meters, mail statements to customers, collect and deposit revenues and provide customary accounting and office services. Operator shall cause all water taps to be made in accordance with a plat map or other written instructions from the City of La Marque's Representative.
2. Operator shall perform or cause to be performed a daily, weekly, monthly and yearly routine and preventive maintenance program as required to keep the facilities operational and in compliance with the regulatory authorities.
3. Operator shall at least monthly, patrol City of La Marque in order to observe and take corrective action regarding leaks, defects, damaged and missing equipment. Operator shall establish an inspection program in order to examine each sanitary



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manhole and each water main valve. Minor repairs or debris removal shall be performed immediately. (Operator shall be compensated for said inspections and repairs according to rate schedule, attached hereto as Exhibit "A".)

4. Operator shall report all damages to the City of La Marque Facilities. In the event that, in the Operator's opinion, foreseeable damage could occur, Operator shall report such opinion to City of La Marque Representative immediately and shall attempt to comply with the City of La Marque's policy governing control of damages to City of La Marque Facilities and to prevent others from causing additional damage. In those instances, in which damage is discovered, Operator shall diligently attempt to ascertain the causes therefore and report it in the monthly report.

2.02 - REPAIR OR REPLACEMENT: EMERGENCY RESPONSE

Operator shall provide routine repair or replacement when necessary. Operator shall provide Extraordinary Repair and Replacement when necessary, provided that Operator shall obtain advance approval of City of La Marque's Representative before providing any parts, equipment or extraordinary repair or replacement with an estimated repair cost of over \$1,000.⁰⁰, and Operator shall be additionally compensated therefore in accordance with Section 3.04, herein.

In the event that a repair or replacement is urgently necessary to prevent damage to life, property, or for concerns related to public health and if the Operator has diligently attempted to contact the City of La Marque's Representative in advance, the Operator shall cause such repairs to be performed at once. Such repairs or replacement and the charges for parts and equipment so utilized shall be at the City of La Marque's expense. Prior authorization shall not be necessary, provided that the Operator shall use its best efforts to minimize the cost thereof and provided that the Operator contacts the City of La Marque's Representative at the earliest possible opportunity thereafter.

Operator shall maintain personnel and equipment for emergency response twenty-four (24) hours per day, seven (7) days per week, and 365 days per year. Emergencies shall include but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewer collection system, water or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by City of La Marque or its representative or response to insistent resident concerns when necessary to maintain good relations with the City of La Marque.

2.03 - SPECIAL SERVICES

In addition to basic services, Operator may be requested from time to time to perform special services such as conducting inventories and preparing reports in addition to reports required by



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various regulatory agencies and any other special services requested by City of La Marque or any of the City of La Marque's other consultants. Special service shall be at City of La Marque's expense based on estimates received from Operator and approved by City of La Marque.

City of La Marque's Representative may request that certain additional operation and maintenance procedures be followed in addition to the O & M Manual. From time to time, the City of La Marque's Representative shall prepare any and all suggested O & M Manual material which he shall deem necessary for the proper operation and maintenance of the facilities and shall submit same to City of La Marque and Operator. Thereupon, Operator shall calculate any additional cost of compliance with said material and shall present same to City of La Marque for approval.

2.04 – MODIFICATIONS TO CITY OF LA MARQUE FACILITIES

City of La Marque will provide Operator written notice of additions, deletions or other modifications to the Facilities, which are not proposed to be made by the Operator. In the event any such modification amounts to substantial change in the type or extent of the facilities or would materially increase Operator's cost in performing its obligations hereunder, Operator shall provide City of La Marque with written notice of the additional costs of operation and maintenance resulting from the proposed modification; and if efforts to renegotiate this Agreement to absorb any additional operating cost are not successful, either party may terminate this Agreement upon thirty (30) days advance written notice.

2.05 – CITY OF LA MARQUE'S RESPONSIBILITIES

The payment for cost of all supplies, electricity, gas and other utility services utilized in connection with the operation and maintenance of Facilities and all modifications, extensions, expansions or structural changes to the Facilities shall be the direct responsibility of the City of La Marque.

III. COMPENSATION TO OPERATOR

3.01 - COMPENSATION TO OPERATOR

Operator shall receive compensation for performance of basic services and its duty to operate and maintain the Facilities in a proper and workmanlike manner, in accordance with Exhibit "A", attached hereto. Any rate increases shall be effective only after approval by City of La Marque.



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3.02 - COMPENSATION POLICIES

The compensation to be paid to Operator herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed by any governmental authority upon City of La Marque and paid by Operator as a result of performing its obligations pursuant to the Agreement other than taxes upon the purchase of material, supplies, and parts. In the event Operator is required by applicable law or regulation to pay or collect any such tax, assessment, regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to Operator by City of La Marque (in addition to the compensation provided hereinabove) at the next monthly meeting of the City of La Marque. It is understood however, that the Operator shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations, and regulations with respect to or measured by the compensation (wage, salary or other) paid to employees of Operator and its subcontractors for work covered by this Agreement, including, but not by way of limitation, taxes or contributions for annuities, and disability insurance. Operator shall defend, indemnify and hold City of La Marque harmless from any liability for any and all such taxes or contribution or interest or penalties for failure to pay it.

3.03 - BILLING AND PAYMENT

Unless otherwise agreed upon in writing during the initial or any renewal terms of this Agreement, Operator will submit prior to City of La Marque's regularly scheduled meeting, a statement to City of La Marque's bookkeeper or City of La Marque's Representative reflecting charges for the previous billing period in accordance with this Agreement. Said invoice shall include an itemization of all amounts requested for payment during the billing period, with supplementary invoices attached thereto, if requested by the City of La Marque. Said invoices shall include the date, price and description of all items purchased and the rate per category and description of the nature of all labor and equipment utilized. If the invoice is approved by the City of La Marque's bookkeeper or City of La Marque Representative, then such invoice shall be due and payable on the date of said meeting, provided, however, that any such invoice shall not preclude the withholding of approval of any additional items by the Board of Directors of City of La Marque at said meeting. In the event City of La Marque or City of La Marque's Representative withholds approval on any item or items in the invoice, the City of La Marque's Representative shall notify Operator at least on day in advance of said meeting. Any dispute involving payment of any item or items on the statement shall be resolved by City of La Marque, subject to any legal or equitable remedy available to Operator. Payment of said item or items by City of La Marque shall not be unreasonably withheld. Operator however shall be entitled to payment of the balance of said statement in the event that payment of any item or items in the statement are withheld pending resolution of a dispute. If the City of La Marque fails to make payment under this Agreement to



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the Operator of any undisputed sum named in any partial or final statement, when the payment is past due more than fifteen (15) days and has not been lawfully contested by the City of La Marque, City of La Marque shall pay to the Operator in addition to the undisputed sum shown as due by such statement, interest thereon at a rate of ten percent (10%) per annum, until fully paid. Interest shall not accrue on any disputed sum(s) unless said sum(s) remain unpaid for more than fifteen (15) days following resolution of dispute.

Maintenance and operation expenses attributable to components of the Facilities which are owned or shared by City of La Marque and other parties ("joint facilities") shall be identified as such on Operator's records and shall be separated from other statements presented to City of La Marque for payment.

All materials and supplies purchased by the Operator are purchased on behalf of the City of La Marque and are labeled as the City of La Marque's property. The title to the purchased materials and supplies passes to the City of La Marque before such goods are used.

3.04 – ADDITIONAL COMPENSATION

In addition to the compensation provided for Basic Services herein, Operator shall receive the additional compensation specified in this section. Operator shall not be additionally compensated for providing Basic Services, except as provided below. No overhead reimbursements shall be paid by City of La Marque except as provided below. City of La Marque shall not be obligated to pay charges in excess of rates listed in Operator's Rate Schedule, except in emergency cases specified in Section 2.02 herein. Operator shall receive the following additional compensation;

- A. For performance of Extraordinary Repair and Replacement specified in section 2.02 herein. Unless specifically noted otherwise, all labor required for the performance of duties listed shall be considered Routine Repair and Replacement;
- B. For purchase of inventory items, expendable supplies, chemicals, parts, equipment or other replacement components of the Facilities, whether installed, repaired or replaced as Routine or Extraordinary Repairs and Replacements. City of La Marque shall pay Operator invoice amount plus ten percent (10%);
- C. For performance of special services as specified in Section 2.03, herein;
- D. For the cost of all testing required by all controlling agencies and applicable laws, permits and regulations as specified in Section 2.01 A (3), herein;
- E. For payment of subcontractors' invoices by Operator, City of La Marque shall pay



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Operator the subcontractors' invoice fees plus ten percent (10%);

- F. For any fees or assessments associated with the filing of any applicable regulatory requirements;
- G. For any reports or filings not currently required.

3.05 - CUSTOMER BILLING AND COLLECTIONS

- A. The Operator's billing and collection service shall insure that all funds of City of La Marque be kept separate and deposited to the City of La Marque's bank account at least monthly. The Operator shall pursue all delinquent accounts, including the forwarding of delinquent notices, as prescribed by the City of La Marque Rate Order.
- B. Operator recognizes that all sums of money which it collects on behalf of City of La Marque for water and wastewater services are public funds and are pledged to the payment of debts of the City of La Marque, and Operator agrees that all such moneys shall be deposited as provided herein in the named account without set-off, counter-claim, abatement or diminution.
- C. Operator shall read all meters connected to the City of La Marque's waterworks system once each month, and will provide monthly billing and collecting service to City of La Marque for water and sewer service charged to customers of City of La Marque's waterworks and sanitary sewer systems. Operator agrees to provide such monthly billing service within fifteen (15) days following the completion of the meter-reading period. Monthly bills shall include the date the meter was read. City of La Marque agrees that Operator may make adjustments to billings for over and under registration of water meters, for underground leaks, for establishment of water use by customers when water meters have been inoperative, or for an obviously incorrect water meter reading recorded, to obtain the adjusted billing of water and sewer service charges.

IV. INSURANCE AND INDEMNIFICATION

4.01 – INSURANCE AND INDEMNIFICATION

Upon execution of this Agreement, Operator will furnish City of La Marque with Certificates of insurance in a company or companies satisfactory to City of La Marque, evidencing:

- A. Workers Compensation (statutory amount)



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- B. Comprehensive General Liability including coverage of risks mentioned hereinafter in amounts not less than:

1.	General Liability	\$1,000,000 / person
		\$1,000,000 / occurrence
		\$2,000,000 / aggregate
2.	Business Auto	\$1,000,000 / occurrence
3.	Umbrella	\$1,000,000 / occurrence
		\$2,000,000 / aggregate

Such policies of insurance shall name City of La Marque as an additional insured. The certificates of Insurance shall provide that City of La Marque shall be provided thirty (30) days prior written notice of any cancellation or reduction of insurance coverage.

4.02 - INDEMNIFICATION

- A. OPERATOR SHALL INDEMNIFY THE CITY AND HOLD THE CITY AND ITS REPRESENTATIVES, CONSULTANTS (OTHER THAN OPERATOR) AND AGENTS (COLLECTIVELY THE "CITY INDEMNITEES") HARMLESS FROM AND AGAINST CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS, JUDGEMENTS, AND LIABILITY OF EVERY KIND OF CHARACTER, \VHETHER IN CONTRACT, TORT OR OTHER\VISE, INCLUDING ALL COSTS, ATTORNEYS' FEES, AND COURT COSTS, WHICH ARE CAUSED BY, ASSOCIATED WITH OR ARISE OUT OF THE INTENTIONAL, WILLFUL, RECKLESS OR NEGLIGENT (\VHETHER ACTIVE, PASSIVE OR GROSS) ACTS OF OPERATOR, ITS EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS, ARISING UNDER THIS AGREEMENT.
- B. ADDITIONALLY, OPERATOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANYAND ALL LIABILITY, LOSS OR DAMAGE THAT ANYONE OR MORE OF CITY INDEM.NITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF OPERATOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION \VITH OPERATOR'S OPERATION OF THE CITY'S FACILITIES UNDER THIS AGREEMENT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION OR



PRECISION UTILITY

REQUIREMENT WAS A DIRECT RESULT OF OPERATOR FOLLOWING THE EXPRESSED INSTRUCTION OF THE REPRESENTATIVES OF THE CITY. OPERATOR REQUIREMENT TO INDEMNIFY THE CITY INDEMNITEES IN THIS SECTION 4.02(B) SHALL NOT APPLY TO ANY CITY INDEMNITEE USED BY THE CITY TO DESIGN, BUILD OR OPERATE THE CITY'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A DIRECT RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH CITY INDEMNITEE.

C. OPERATOR MAY SUBCONTRACT SUCH OF ITS WORK HEREUNDER AS MAY, IN OPERATOR'S OPINION, BE DESIRABLE, SUBJECT TO THE CITY'S RIGHTS AS SET FORTH BELOW. HOWEVER, SUCH SUBCONTRACTING SHALL NOT RELIEVE OPERATOR OF ANY OF ITS OBLIGATIONS OR LIABILITIES HEREUNDER, AND SUBCONTRACTORS SHALL BE CONSIDERED TO BE EMPLOYEES OF OPERATOR WITH OPERATOR RETAINING RESPONSIBILITY FOR SUCH SUBCONTRACTORS' PERFORMANCE. SUBCONTRACTORS OR SUPPLIES EMPLOYED OR UTILIZED BY OPERATOR SHALL HAVE NO RECOURSE AGAINST CITY FOR ANY SERVICES RENDERED OR CHARGES INCURRED ON BEHALF OF OPERATOR AND OPERATOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS, ATTORNEYS' FEES AND COURT COSTS INCURRED AS A RESULT OF CLAIMS MADE BY SUCH SUBCONTRACTORS OR SUPPLIERS. THE CITY RESERVES THE RIGHT TO DIRECTLY EMPLOY SUBCONTRACTORS FOR CERTAIN OPERATION AND AND/OR MAINTENANCE SERVICES. OPERATOR SHALL RECEIVE NO COMPENSATION PURSUANT TO SECTION 2.04 (FL HEREIN AND SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTOR.

D. Operator Agrees To Exercise Reasonable Diligence And Good Business Practices In The Operation And Maintenance Of The Facilities. Operator Will Be Liable For Any Direct Or Indirect Loss, Or Damages Resulting From The Diminution Or Interruption Of Service Within The Facilities And Utility System That Is Caused By Or Results From Either Directly Or Indirectly, The Improper Or Inadequate Operation Of The Facilities By Operator, Or The Intentional, Willful, Reckless, Or Negligent Acts, Omissions Or Other Operations By Operator, Or Its Employees, Representatives, Agents Or Subcontractors. However, It Is Understood And Agreed That Operator Is Not Otherwise Responsible For The Adequacy Or Quality Of The Water Supply



Provided Or The Failure Of The Facilities To Meet State Or Federal Standards.

V. TERM AND TERMINATION

5.01 - TERM AND TERMINATION

This Agreement shall be and remain in effect for a period of one (1) year and shall continue thereafter from year to year, subject, however, to termination by either party hereto at any time, without cause, by providing thirty (30) days advance written notice to the other party. Provided, however, that either party may terminate this Agreement immediately for substantial failure to perform upon giving written notice to the other party of such failure to perform and the allowance of a reasonable period for curing such non-performance. In the event this Agreement is terminated, all billing cards, meter reading records, billing and collections forms, and any other forms or materials pertaining to the billing and collection of accounts of any customer of City of La Marque shall be furnished by Operator to City of La Marque without any additional costs to City of La Marque. In the event of termination, City of La Marque shall pay Operator compensation pursuant to this Agreement up to the date of termination (prorated for less than a full month, if necessary) and any unpaid expenses of Operator incurred pursuant to this Agreement. It is further understood by both parties hereto that any action or decision by any government unit or agency which has any effect upon the requirements of this Agreement, in part or in total, may be cause for immediate renegotiation of this Agreement.

VI. MISCELLANEOUS

6.01 - CITY OF LA MARQUE'S REPRESENTATIONS

City of La Marque represents that the Facilities are in good working order, do not contain any known defective equipment, and are suitable and adequate for the normal needs of its present customers and expected additional customers during the term of this Agreement.

6.02 - INDUSTRIAL AND HAZARDOUS WASTES

Recognizing that the control of industrial and hazardous wastes discharging into the sanitary sewer collections system of the City of La Marque is of vital importance, each party agrees to notify the other and the City of La Marque's Engineer when knowledge of such discharge or contemplated discharge is discovered.



PRECISION UTILITY

6.03 – SPECIFICATIONS AND WARRANTIES

City of La Marque reserves the right to select and prescribe specifications and standards for all materials and equipment to be used by Operator in the performance of services and obligations pursuant to this Agreement. Operator shall use good judgment with respect to said replacement equipment and shall not be responsible to City of La Marque for any guarantee or warranty in connection with said equipment. Operator shall exert reasonable efforts to obtain the normal warranties or guarantees applicable in the particular industry and shall assign the same to the City of La Marque.

6.04 – FORCE MAJEURE

In the event that either party is rendered unable, wholly or in part, by act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties ("Force Majeure") to carry out its obligations under this Agreement, it is agreed that either party shall give notice and full particulars of such Force Majeure to the other party in writing as soon as possible after the occurrence of the cause relied on and shall thereby be relieved of its obligations, so far as they are effected by such Force Majeure, during the continuance of any inability so caused, but for no longer period.

6.05 – ASSIGNABILITY

Neither party may assign this Agreement or its interest herein without prior written consent of the other, provided that Operator may assign any moneys due from the City of La Marque hereunder to a third party.

6.06 - MODIFICATION

No alteration or modification of this Agreement shall be made except by a writing duly signed by the parties hereto.

6.07 - RECORDS

Operator shall maintain all City of La Marque records in accordance with sound business practices, and all rules, regulations and records retention schedules adopted thereunder.

6.08 – INDEPENDENT CONTRACTOR; GOVERNING LAW

Operator is not an employee or subcontractor of City of La Marque, but serves City of La Marque as an independent contractor. This Agreement shall be governed by the laws of the State of Texas.



PRECISION UTILITY

6.09 - NOTICE

Whenever under the provisions of this Agreement notice is required to be given, such notice shall be given in writing by registered mail and addressed to the party for whom intended at its' then address of record, and such notices shall be deemed to have been given when the notice was thus mailed. The initial addresses of the parties, which may be changed by notifying the respective other party, are as follows:

OPERATOR:

Precision Utility, LLC
P.O. Box 5794
Katy, TX 77491

Tony Bonkufert

CITY OF LA MARQUE:

Carol J. Buttler
Leanne Buttler
City Manager
06/11/2018



PRECISION UTILITY

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first hereinabove written.

PRECISION UTILITY, LLC:

By: Tony Dousantouri
Managing Member
Precision Utility, LLC

CITY OF LA MARQUE:

By: Carol J. Buttler
Name: Carol J. Buttler
Title: City Manager
06/11/2018



PRECISION UTILITY

EXHIBIT "A" MONTHLY BASE FEE

The monthly base fee is pursuant to mutually agreed upon "Scope of Work" Established by Precision Utility and The City of La Marque: Operate Water Production Facilities, Sanitary Sewer Lift Stations, and the Wastewater Treatment Plant: \$7800

SCHEDULE OF STANDARD RATES

The following is a list of Service Provider charges showing the current hourly rate schedule:

Labor and Equipment	REGULAR TIME	OVERTIME
Officer	\$125.00	\$125.00
Environmental Compliance	\$105.00	\$105.00
Supervisor Foreman	\$65.00	\$97.50
Environ. Compl. Assist	\$60.00	\$60.00
Certified Operator	\$45.00	\$ 67.50
Clerical	\$45.00	\$67.50
Technician	\$65.00	\$ 97.50
Laborer	\$35.00	\$ 52.50
Vehicle	\$18.00	\$ 18.00
Backhoe Rig & Crew	\$195.00	\$ 225.00
Materials & Supplies	Cost + 10%	N/A
Rental Equipment	Cost +10%	N/A

EXHIBIT "A" Continued SCHEDULE OF SET FEE RATES

The following is a list of Service Provider charges showing the current set fee schedule:

SET FEES / MISC	REGULAR TIME	OVERTIME
5/8 x 3/4 Residential Water Tap	New Construction \$500 Existing Bid	
Irrigation Tap	Bid	
Commercial Tap	Bid	
Residential Inspections: Pre Final	\$40.00	Re Inspect \$40.00
All Other Sewer Tap Inspection	Bid	
Residential Sewer Inspections	\$50.00	Re Inspect \$40.00
Replace / Test Meter + Brass	\$45.00	

9419 LAMKIN ROAD HOUSTON TEXAS 77049 | P.O. BOX 5794 KATY, TEXAS 77491
281-456-9825 MAIN | 281-456-7625 FAX | WWW.PRECISIONUTILITY.BIZ | SERVICE@PRECISIONUTILITY.BIZ



PRECISION UTILITY

Turn Off / Turn On	\$25.00 Each	
Meter Pull / Re Install	\$35.00 Each	
Residential CSI	\$60.00	
Commercial CSI	Bid	
Backflow Prevention	Cost + 10%	
Meter Re-Reading	Time & Material	N/A
Grease Trap Inspection With Report	\$25 Each	N/A
Customer Service Agreement Transfers	\$5.00	N/A
Per Connection Fee	\$3.00	N/A
Bi Monthly	\$2.50	

EXHIBIT "A" Continued SCHEDULE OF SET FEE RATES

The following is a list of Service Provider charges showing the current set fee schedule:

Administration	REGULAR TIME	OVERTIME
Copies	\$0.15	
Faxes	\$2.00	
Envelopes	\$0.15	
Stationary	\$1.40	
Postage	Direct Pass Thru	
Record Storage	\$64.00	
Commercial Per Connection Charge - every 10K Gallons	\$3.00	
Bi Monthly	\$2.50	
Collection for Extra Line Items	\$0.30	
Door Tags Letters	\$10.00	

Outside contractors billed at cost + 10% | Direct Bill. Overtime rates of time and one-half will apply for work performed before 8:00 a.m. and after 5:00 p.m., and on weekends and holidays (excludes base operations). Overtime rates shall not apply to equipment. Holidays are New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve day and Christmas Day



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 9d

Prepared by: Amanda Hobby

Reviewed by: Charlene Warren

Department: Department

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,382,379.00, which includes Bond B in the amount of \$37,129.00 and Bond D in the amount of \$245,250.00.

☒ X

Attach for reference

1. Fourth Amendment to Current Contract of Purchase Agreement
2. CWA Sample Budget for 2018-2019

STAFF BRIEFING:

- Gulf Coast Water Authority is the City's supplier of Surface Water.
- Purchase price is based on agreement with GCWA and City as defined in "Fourth Amendment" (attached).
- Budget reduced by \$275,000 for purchase of surface water due to anticipation of new AMI meter program cost savings.

HISTORY:

- Gulf Coast Water Authority has supplied the City's surface water for the past several years.

TARGET IMPLEMENTATION: October 8, 2018

SIGNIFICANT ACTION DATES: N/A

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	\$1,382,379.00
Actual Bid	
Estimated Expenditure	\$1,382,379.00 (including Bond B \$37,129.00 & Bond D \$245,250.00)
Acct. Name(s)	Purchased Water
Line Items #	02-6011-24-00 43-4301-00-00 43-4302-00-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve the annual purchase of surface water from Gulf Coast Water Authority in the amount of \$1,382,379.00, which includes Bond B in the amount of \$37,129.00 and Bond D in the amount of \$245,250.00.

FISCAL IMPACT: Annual expense.

RESOLUTION NO. 2014-005

**FOURTH AMENDMENT
TO MAINLAND WATER PROJECT CUSTOMER CONTRACT**

This Fourth Amendment to Mainland Water Project Customer Contract (this “Amendment”) between the **GULF COAST WATER AUTHORITY** (the “Authority”) and **THE CITY OF LA MARQUE, TEXAS** (the “Purchaser”) is entered into effective as of the 1st day of May, 2014, and amends that certain Mainland Water Project Customer Contract, dated as of August 7, 1981, as amended on September 14, 1981, June 22, 1998 and June 16, 2011 (collectively, the “Original Agreement”) between the Authority and the Purchaser.

W I T N E S S E T H:

WHEREAS, Authority previously entered into substantially similar contracts (with the amendments thereto, the “Mainland Project Contracts”) with customers located on the mainland in Galveston County for the purpose of allowing the Authority to acquire, construct and operate a water treatment plant and related water supply system in order to provide potable water to certain municipalities and others in Galveston County, Texas (the “Mainland Project Customers”); and

WHEREAS, the Mainland Project Contracts provided for the financing and operation and maintenance for the system known and referred to as the “Mainland Project” or the “Mainland Division;” and

WHEREAS, certain customers (the “South Project Customers”) requested, and the Authority agreed to expand and extend the Mainland Division by: (i) the construction and equipment of an expansion to the capacity of the Thomas Mackey water treatment plant and the extension of certain distribution facilities serving the South Project Customers, and (ii) various related distribution facilities serving individual South Project Customers in order to enable the Authority to produce and provide potable water to the South Project Customers in an integrated manner with the Mainland Division Customers served by the Mainland Division (the Mainland Project Customers and the South Project Customers are hereinafter referred to collectively as the “Customers”); and

WHEREAS, such expansion and extension of the Mainland Division was and is known as the “South Project” and the South Project Customers (including certain Mainland Project Customers who also needed additional water) that purchased potable water from the Mainland Thomas Mackey water treatment plant as a result of the expansions entered into contracts (with the amendments thereto, the “South Project Contracts”) with the Authority that were substantially similar to the Mainland Project Contracts (the South Project Contracts and the Mainland Project Contracts, being collectively referred to herein as the “Projects Contracts”); and

WHEREAS, the potable water supplied by the Mainland Division to the Customers under the Projects Contracts is supplied by means of the Authority’s Industrial Division, which supplies raw water to the Mainland Division, and under the terms of the Projects Contracts the Customers must comply with certain provisions of the Industrial Division Customer Contract (as

defined in the Projects Contracts), including an obligation to make the Industrial Division Payments (as defined in the Projects Contracts); and

WHEREAS, the Authority has identified the need to make certain capital improvements to the Texas City Reservoir and the Industrial Pump Station, which are water supply facilities in the Industrial Division, in order to facilitate the supply of raw water to the Industrial Division and the Mainland Division; and

WHEREAS, in connection with making provision for the financing of such improvements, the Authority and the Industrial Division Customers have entered or will enter into an amended and restated Industrial Division Customer Contract in order to simplify and modernize the provisions of the Industrial Division Customer Contract and provide for the equitable allocation of the costs of facilities improvements among those customers of the Industrial Division and the Mainland Division that benefit from such facilities improvements; and

WHEREAS, in order to facilitate the issuance of bonds for the financing of such improvements the Authority has provided the Customers with copies of a form of the amended and restated Industrial Division Customer Contract and wishes to obtain the consent of the Customers to the issuance of the bonds contemplated in the amended and restated Industrial Division Customer Contract and to extend the term of the Original Agreement to run concurrently with the amended and restated Industrial Division Customer Contract; and

WHEREAS, state law requires that this Amendment also incorporate provisions related to water conservation;

NOW THEREFORE, BE IT RESOLVED THAT for good and valuable consideration including the premises, the parties agree that the Original Agreement shall be amended as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning given in the Original Agreement. The terms defined in the Recitals to this Amendment are incorporated herein for all purposes.

ARTICLE II.

AMENDMENTS

Section 2.1. Amendment to Section 1.1 of the Original Agreement. Section 1.1 of the Original Agreement is hereby amended by amending and restating the definitions of the terms "Industrial Division" and "Industrial Division Customer Contracts," which shall read as follows:

"Industrial Division" shall mean the Industrial Pump Station and Raw Water Transmission System (as defined in the Industrial Division Customer

Contracts) and the Texas City Reservoir and Raw Water Conveyance System (as defined in the Industrial Division Customer Contracts), including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by Seller from Industrial Water Company, under that certain "GCWA Agreement" dated June 1, 1971, between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by the Authority, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities (as defined in the Industrial Division Customer Contracts), or which are part of the Canal System (as defined in the Industrial Division Customer Contracts).

"Industrial Division Customer Contracts" shall mean those contracts providing for the sale of water for industrial purposes to the customers in the Industrial Division from time to time.

Section 2.2. Amendment to Section 5.3(c)(1)(A) of the Original Agreement. Section 5.3(c)(1)(A) of the Original Agreement is hereby amended and restated to read as follows:

(A) For the Water Plant, Operating Charges shall be allocated among all Customers based upon their respective Contract Quantities then in effect; provided, however, that the Board of Directors of the Authority shall adopt a revised cost allocation mechanism for Operating Charges for the Water Plant designed to incentivize water conservation prior to the adoption of its 2014-2015 budget. Upon adoption by the Board of Directors of the Authority, the parties agree that such cost allocation mechanism, as amended from time to time, shall govern the allocation of Operating Charges for the Water Plant under this Agreement.

Section 2.3. Amendment to Section 5.6 of the Original Agreement. Section 5.6 of the Original Agreement is amended to add the following language following the last sentence of the existing text of Section 5.6:

Nothing in this Section, however, shall be construed as preventing the Purchaser, in its sole discretion from making any payment due to the Authority from sources other than revenues and income of the Purchaser's water supply system. During the term of this Agreement, so long as the Authority has potable water available from the Water Plant to supply purchaser in amounts sufficient to meet Purchaser's needs, Purchaser shall not obtain potable water from a source other than the authority except (i) from facilities owned by the Purchaser or contracted for on the date hereof, (ii) from groundwater sources now or hereafter available to the Purchaser, (iii) as may otherwise be permitted by this Agreement, or (iv) with the consent of the Authority.

Section 2.4. Amendment adding Section 10.5 to the Original Agreement. The Original Agreement is hereby amended by the adding Section 10.5 to read as follows:

Section 10.5. Conservation of Water. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of water. The Authority, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation and drought management for water supplied by the Authority to Purchaser and other customers of the Authority. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by the Authority. If required by applicable law or regulation Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or provide water services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation and drought contingency plan in compliance with such applicable law or regulation.

Section 2.5. Amendment to Section 12.1. Section 12.1 of the Original Agreement shall be amended and restated to read as follows:

Section 12.1. Term. This Agreement shall remain in force and effect to and including December 31, 2027, and thereafter until payments in full of the principal, premium, if any and interest on all Mainland Project Bonds and all related fees to be paid under any bond resolution or indenture securing the same.

ARTICLE III.

GENERAL

Section 3.1. Amended and Restated Industrial Division Customer Contract; Consent to the Issuance of Seller's Revenue Bonds.

(a) Purchaser recognizes that the potable water supplied by the Mainland Project to Purchaser under the Mainland Projects Contract is supplied by means of the Authority's Industrial Division, which supplies raw water to the Mainland Division. Purchaser is obligated to comply with certain provisions of the Industrial Division Customer Contract, including the absolute and unconditional obligation to make the payments specified in Article 6 of the Industrial Division Customer Contract, which are designated as Industrial Division Payments and Raw Water Charges in the Original Agreement, pursuant to Article 5 of the Original Agreement. Purchaser hereby acknowledges and agrees that it familiar with the terms and provisions of the Industrial Division Customer Contract, a current form of which is attached hereto as Exhibit A.

(b) Purchaser hereby consents to the issuance of Seller's Revenue Bonds, as such term is defined in the Industrial Division Customer Contract. Purchaser hereby agrees to furnish

the Authority with such financial information, data, projections and related information as may be reasonably required by the Authority in connection with the sale of the Seller's Revenue Bonds in order to comply with all applicable laws, rules and regulations, including the approval of Seller's Revenue Bonds by the Attorney General of the State of Texas. Following the issuance of a series of Seller's Revenue Bonds, the Authority shall furnish the Purchaser with a maturity schedule showing the annual Industrial Division Payments associated with such Seller's Revenue Bonds estimated to be required to pay the principal of and the interest on the Seller's Revenue Bonds when and as the same shall become due and payable (including any sinking fund payments to be made in respect the Seller's Revenue Bonds).

Section 3.2. Original Agreement Remains in Effect. The Original Agreement shall remain in full force and effect as amended and supplemented by this Amendment, and is hereby ratified and approved. To the extent of a conflict between this Amendment and the Original Agreement, this Amendment shall prevail.

Section 3.3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.4. Severability. If any provision of this Amendment shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 3.5. Counterparts. This Amendment may be signed in multiple counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Execution Page to Follow]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

CITY OF LA MARQUE, TEXAS

By: Bobby Hocking
Bobby Hocking, Mayor

APPROVED AS TO FORM:

By: Ellis J. Ortego
Ellis J. Ortego, City Attorney

ATTEST:

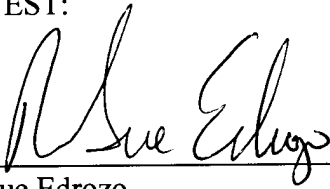
By: Robin Eldridge
Robin Eldridge, City Clerk

GULF COAST WATER AUTHORITY



James McWhorter
President

ATTEST:



R. Sue Edrozo
Secretary-Treasurer

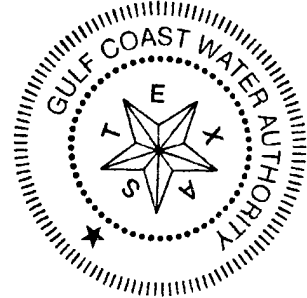


Exhibit A

Form of Amended and Restated Industrial Division Customer Contract



City of LaMarque

SAMPLE 2018-2019 BUDGET

	2018-2019				2017-2018
	Quantity (KG/Day)	Rate (\$/KG)	Monthly Avg. (\$)	Annual (\$)	Annual (\$)
	-----	-----	-----	-----	-----
BOND PAYMENT 2011 A			721.50	8,658.00	
BOND PAYMENT 2011 B			3,160.42	37,925.00	36,653.00
BOND PAYMENT 2011 D			20,479.25	245,751.00	250,054.00
TMWTP RAW WATER	1,980	0.31772	19,134.63	229,615.55	238,981.52
TMWTP CAPITAL	1,980	0.17679	10,646.98	127,763.78	180,559.15
TMWTP M&O	1,700	0.68511	35,426.10	425,113.14	437,704.56
TMWTP DISTRIBUTION NORTH LINE			2,101.75	25,221.00	23,062.34
SP RAW WATER	800	0.31772	7,731.16	92,773.96	40,164.96
SP CAPITAL	800	0.17679	4,301.81	51,621.73	30,346.08
SP M&O	700	0.68511	14,587.22	175,046.59	65,895.36
DISTRIBUTION LA MARQUE			541.67	6,500.00	60,000.00
SP DISTRIBUTION SOUTH LINE			2,242.00	26,904.05	11,609.64
			-----	-----	-----
TOTAL			121,074.48	1,452,893.80	1,375,030.61
Annual Increase(Decrease)				5.66%	77,863.19



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Prepared by: Sussie Sutton

Department: Development
Services

Agenda item: 10a

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2018-0013** approving a re-zone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main) **THIS IS THE FIRST READING**

☒ X

ATTACHMENTS FOR REFERENCE

1. Ordinance/Metes & Bounds
2. Site Plan
3. Zoning Map
4. City Planning Letter
5. Application
6. Draft minutes - City Council meeting of September 10, 2018

STAFF BRIEFING:

- KSOLV/Garner Environmental Services is a full service company offering environmental emergency response for oil spills and hazardous materials. They have been located at 3197 FM 519 since 1981 and have 220 employees within its two business locations.
- This re-zone request also includes the property purchased from the residential owners of 2315 Duroux which is contiguous and behind the current building.
- Their plans are to construct a concrete parking lot with wood fencing to secure their employees and company vehicles.
- Public Hearing held at the Planning & Zoning Commission regular meeting of August 14, 2018. There was no citizen opposition at the public meeting and no calls or mail were received by staff with negative comments concerning this re-zone.
- Planning & Zoning Commission discussed at the meeting of August 14, 2018. There was a concern that this request was spot zoning and perhaps all four corners should be considered to be re-zoned to commercial in the future, and decided to recommend to City Council to deny this request.
- After further discussion and after the P&Z meeting and recommendation for denial, it was found instead NOT to be spot zoning



CITY COUNCIL AGENDA FORM

- At the Council meeting held on September 10, 2018, City Council voted in FAVOR of the rezone.

HISTORY:

- March 3, 2018:** Mr. Todd Riddle met with City staff to discuss the possibility of purchasing a property contiguous to 3197 Main so the company could park vehicles and secure employee cars while out in the field.
- March 3, 2018:** It was determined that both properties would have to re-platted into one lot after the second lot was acquired.
- July 19, 2018:** Staff received a zoning application and a re-plat application for KSOLV to join the two properties.
- July 30, 2018:** Re-zone notification sent for legal newspaper notice and notification letters mailed to all property owners within 200 feet.

TARGET IMPLEMENTATION: After the second reading and adoption of the Ordinance in favor of the Re-zone (and according the City Charter)

SIGNIFICANT ACTION DATES:

August 14, 2018: - Planning & Zoning Commission considered the re-zone and recommended to deny the request and send this recommendation to City Council.
September 10, 2018 - City Council voted in FAVOR of the Re-zone

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2018-0013** approving a re-zone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly



CITY COUNCIL AGENDA FORM

described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main) **THIS IS THE FIRST READING**

FISCAL IMPACT: Garner Environmental Services is a primary job generator who employs 220 people between their companies. The employees who live in and drive to La Marque also shop and patronize the restaurants and businesses in La Marque. While this does not directly impact the city's budget, it is a healthy impact to the businesses of La Marque who in turn pay into the City's sales tax.

ORDINANCE NO. O-2018-0013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-1 COMMERCIAL, BEING A TRACT OR PARCEL OF LAND CONTAINING 1.3684 ACRES OF LAND OR 59,606 SQUARE FEET, LOCATED IN THE S. F. AUSTIN LEAGUE, ABSTRACT 2, GALVESTON COUNTY, TEXAS Said 1.3684 ACRE TRACT BEING ALL OF TRACTS 1 AND 2 OF RECORD OF GARNER ENVIRONMENTAL SERVICES INC. AND BEING ALL OF THAT TRACT OF LAND OF RECORD IN THE NAME OF OMI GARNER PROPERTIES LLC. FRONTING THE INTERSECTION OF MAIN STREET AND DOUROUT ROAD IN THE CITY OF LA MARQUE; AMENDING THE ZONING MAP OF THE CITY ADOPTED THE 12TH DAY OF DECEMBER 2005 BY ORDINANCE NUMBER 953

WHEREAS, Garner Environmental Services, Inc. & OMI Garner Properties LLC (the "Applicant"), owners of the property 3197 Main Street described as Tracts 1 and 2 rezoned request generally described as fronting the intersection of Main and Durum Road (the "Property"), generally situated in the corporate city limits of the City of La Marque, Texas (the "City"), and being more particularly described as a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet as shown in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Property described as a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet as shown in Exhibit "A" attached hereto and made a part hereof for all purposes presently has a zoning classification of Single Family Residential under Chapter 71: Zoning of the Code of Ordinances of the City of La Marque; and

WHEREAS, the applicant has made application to the City to change such zoning classification of said property from Single Family Residential to C-1 Commercial as authorized by the City's Zoning of the Code of Ordinances of the City of La Marque;; and

WHEREAS, the Planning and Zoning Commission of the City of La Marque City Council of the City has conducted, in time and manner and after the notice required by law and Chapter 71: Zoning of the Code of Ordinances of the City of La Marque, a public hearing on such request in classification; and

WHEREAS, the City Council has conducted, in time and manner and after the notice required by law and Chapter 71; Zoning of the Code of ordinances, of the City of La Marque, a public hearing on such request of change in classification; and

WHEREAS, the City Council now deems it appropriate to grant such requested change in classification;

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

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

Section 2. The zoning classification of a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet as shown in Exhibit "A", attached hereto and made a part hereof for all purposes, fronting Main Street and Duroux Road in the City of La Marque, is hereby changed from Single Family Residential to Commercial as authorized by the Chapter 71: Zoning of the Code of Ordinances of the City of La Marque.

Section 3. The zoning map of the City, adopted on the 12th day of December, 2005 by ordinance number 953, shall be revised and amended to show the zoning reclassification of said tract of land as provided in section 2 hereof, with the appropriate reference to the number and effective date of this Ordinance and brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification of the tract described in section 2 hereof.

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or the provision hereof other than the part declared to be invalid or unconstitutional; and the City council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by the City Council of the City of La Marque, Texas, on the First reading this the _____ day of _____, 2018.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas, on the Second and Final reading this the _____ **day** of _____, 2018.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney

METES AND BOUNDS DESCRIPTION
1.3684 ACRES
LOCATED IN THE
S.F. AUSTIN LEAGUE, A-2,
GALVESTON COUNTY, TEXAS

Being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of Garner Environmental Services, Inc., a Texas corporation in Galveston County Clerk File (G.C.C.F.) Number 2018013844 and being all of that tract of land of record in the name of Omi Garner Properties LLC, a Texas limited liability company of record in G.C.C.F. Number 2018028504; Said 1.3684 acre tract being more particularly described as follows (bearings based on said G.C.C.F. No. 2018013844):

BEGINNING at a 1 inch iron pipe found for the southwest corner of both the herein described tract and aforesaid Hazel Benton Tract and being on the east Right-of-Way (R.O.W.) line of Duroux Road (60 feet wide);

THENCE, coincident the west line of aforesaid Hazel Benton Tract and Tracts 1 and 2, respectively, and the east R.O.W. line of aforesaid Duroux Road, North 00 degrees 43 minute 00 seconds West, a distance of 335.00 feet to a 5/8 inch iron rod with "Gruller" cap set for the northwest corner of both the herein described tract and aforesaid Tract 1 and being at the southeast intersection of the east R.O.W. line of said Duroux Road and the south R.O.W. line of F.M. 519 (width varies);

THENCE, coincident the north line of aforesaid Tract 1 and the south R.O.W. line of aforesaid F.M. 519, North 89 degrees 17 minutes 00 seconds East, a distance of 133.75 feet to a 5/8 inch iron rod with "Gruller" cap set for the most northerly northeast corner of the herein described tract and being the northwest corner of that certain tract of land of record in the name of Guillermo, Lesly and Lester Alvarado in G.C.C.F. Number 2015018027;

THENCE, coincident the east line of aforesaid Tract 1 and the west line of the aforesaid Alvarado tract, South 00 degrees 43 minutes 00 seconds East, a distance of 150.00 feet to a 5/8 inch iron rod with "Gruller" cap set for the southeast corner of said Tract 1 and being the southwest corner of said Alvarado tract;

THENCE, coincident the north line of aforesaid Tract 2 and the south line of aforesaid Alvarado tract, North 89 degrees 17 minutes 00 seconds East, a distance of 80.00 feet to a 5/8 inch iron rod with "Gruller" cap set for the northeast corner of said Tract 2;

THENCE, coincident the east line of aforesaid Hazel Benton Tract and Tract 2, respectively, South 00 degrees 43 minutes 00 seconds East, a distance of 185.00 feet to a 5/8 inch iron rod with "Gruller" cap set for the southeast corner of both the herein described tract and said Hazel Benton tract;

THENCE, coincident the south line of the herein described tract, South 89 degrees 17 minutes 00 seconds West, a distance of 213.75 feet to the **POINT OF BEGINNING** and containing 1.3684 acre of land.

Gruller Surveying, LLC

45-1826.doc

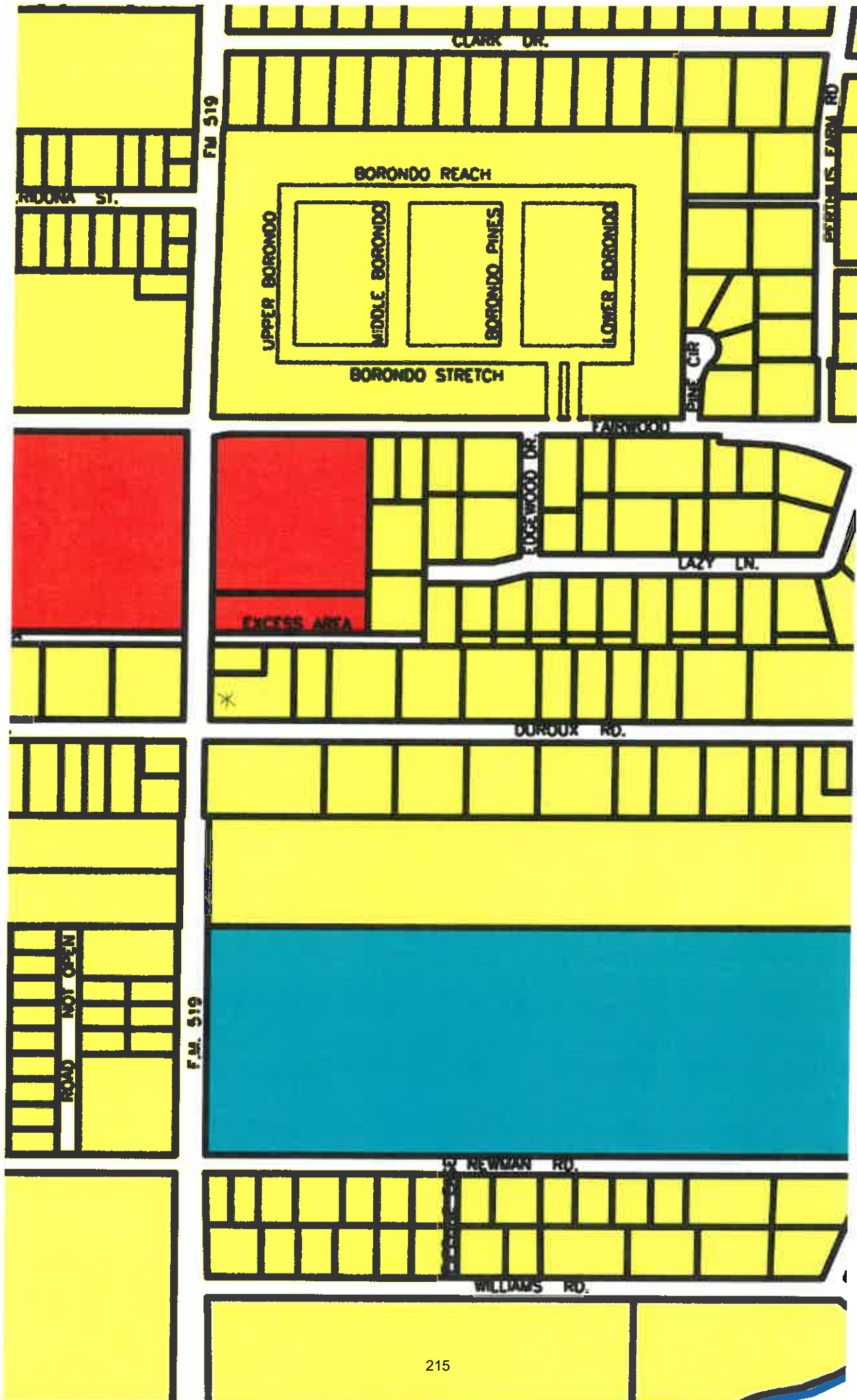
July 19, 2018



A handwritten signature in black ink, appearing to read "K. A. Gruller", written in a cursive style.

as of 11-28-2016

* 3195 MAIN





Integrity Title Company, LLC

CITY PLANNING LETTER

July 25, 2018
Effective Date: June 8, 2018

Job No. 1829215A
Ref: 132425 & 132424

STATE OF TEXAS:
COUNTY OF GALVESTON:

THIS IS TO CERTIFY: That after a careful examination of the records in the offices of the Clerk of this County (excluding U. C. C. Records), as to the property described as follows:

Being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of Garner Environmental Services, Inc., a Texas corporation in Galveston County Clerk File (G.C.C.F.) Number 2018013844 and being all of that tract of land of record in the name of Omi Garner Properties LLC, a Texas limited liability company of record in G.C.C.F. Number 2018028504; Said 1.3684 acre tract being more particularly described as follows (bearings based on said G.C.C.F. No. 2018013844):

BEGINNING at a 1inch iron pipe found for the southwest corner of both the herein described tract and aforesaid Hazel Benton Tract and being on the east Right-of-Way (R.O.W.) line of Duroux Road (60 feet wide);

THENCE, coincident the west line of aforesaid Hazel Benton Tract and Tracts 1 and 2, respectively, and the east R.O.W. line of aforesaid Duroux Road, North 00 degrees 43 minute 00 seconds West, a distance of 335.00 feet to a 5/8 inch iron rod with “Gruller” cap set for the northwest corner of both the herein described tract and aforesaid Tract 1 and being at the southeast intersection of the east R.O.W. line of said Duroux Road and the south R.O.W. line of F.M. 519 (width varies);

THENCE, coincident the north line of aforesaid Tract 1 and the south R.O.W. line of aforesaid F.M. 519, North 89 degrees 17 minutes 00 seconds East, a distance of 133.75 feet to a 5/8 inch iron rod with “Gruller” cap set for the most northerly northeast corner of the herein described tract and being the northwest corner of that certain tract of land of record in the name of Guillermo, Lesly and Lester Alvarado in G.C.C.F. Number 2015018027;

THENCE, coincident the east line of aforesaid Tract 1 and the west line of the aforesaid Alvarado tract, South 00 degrees 43 minutes 00 seconds East, a distance of 150.00 feet to a 5/8 inch iron rod with “Gruller” cap set for the southeast corner of said Tract 1 and being the southwest corner of said Alvarado tract;

THENCE, coincident the north line of aforesaid Tract 2 and the south line of aforesaid Alvarado tract, North 89 degrees 17 minutes 00 seconds East, a distance of 80.00 feet to a 5/8 inch iron rod with “Gruller” cap set for the northeast corner of said Tract 2;

THENCE, coincident the east line of aforesaid Hazel Benton Tract and Tract 2, respectively, South 00 degrees 43 minutes 00 seconds East, a distance of 185.00 feet to a 5/8 inch iron rod with “Gruller” cap set for the southeast corner of both the herein described tract and said Hazel Benton tract;

THENCE, coincident the south line of the herein described tract, South 89 degrees 17 minutes 00 seconds West, a distance of 213.75 feet to the **POINT OF BEGINNING** and containing 1.3684 acre of land.

We find the record title to be apparently in:

GARNER ENVIRONMENTAL SERVICES, INC & OMI GARNER PROPERTIES LLC

By virtue of that certain Warranty Deed dated March 2, 2018 from Lamarque Investment Group, Inc and recorded under Galveston County Clerk’s File Number 2018013844.

By virtue of that certain Warranty Deed dated May 1, 2018 from Sylvester C. Benton and Hazel J. Benton and recorded under Galveston County Clerk’s File Number 2018028504.

Subject to the following liens:

None found of record.

Subject to the following easements and encumbrances:

Houston Pipe Line Co. Easement dated May 13, 1927 and recorded under Volume 399, Page 449 of the Galveston County Deed Records.

Pan American Gas Company Easement dated July 21, 1947 and recorded under Volume 769, Page 579 of the Galveston County Deed Records.

10’ Utility Easement dated May 3, 1956 and recorded under Volume 1151, Page 292 of the Galveston County Deed Records.

Subject to the following restrictions:

None found of record.

We have made no examination as to special assessments or conflicts.

INTEGRITY TITLE COMPANY LLC



Chris Layne
Abstractor

LIMITATION OF LIABILITY: THE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS INFORMATION OR ANY ACT IN CONNECTION HERewith WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE SERVICES OR PRODUCTS SOLD HEREUNDER OR THE PRICE OF THAT PORTION OF SUCH SERVICES OR PRODUCTS ON WHICH LIABILITY IS ASSERTED. COURTHOUSE SPECIALISTS (SELLER) MAKES NO WARRANTY WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, AS TO THE QUALITY, FITNESS, SUITABILITY, CONFORMITY, OR MERCHANTABILITY OF THE SERVICES OR PRODUCTS SOLD. IF THE TRANSACTION IN QUESTION IS ARISING FROM OR RELATED TO AN AUCTION OR FORECLOSURE, INCLUDING WITHOUT LIMITATION A TAX AUCTION, HOA AUCTION OR SIMILAR AUCTION PROCEEDING, THE BUYER TAKES THE PROPERTY SUBJECT TO ALL LIENS, ENCUMBRANCES AND OTHER MATTERS OF RECORD WHETHER OR NOT REFLECTED ON THE CERTIFICATE.



LA MARQUE DEPARTMENT OF BUILDING AND INSPECTIONS

1111 Bayou Road
La Marque, Texas 77568
O. 409.938.9204
F. 409.908.0549

CITY OF LAMARQUE
PLANNING AND ZONING APPLICATION

DATE OF APPLICATION 7/19/18
NAME OF AGENT Todd Riddle PHONE (713) 468-5768
ADDRESS 9660 Katy Freeway Houston, TX 77055

NAME OF OWNER Garner own Properties PHONE (713) 468-5768
ADDRESS 9660 Katy Freeway Houston, TX 77055

PROPERTY DESCRIPTION:

ADDRESS: 3197 Main St. La Marque, TX 77568

PLOT OF AREA ATTACHED METES AND BOUNDS ATTACHED _____

PRESENT ZONE Residential

REASON FOR CHANGE: To be incorporated into the primary Garner business property at 3197 Main St. which is commercial.

We plan to fence the property and install impervious rock material for parking of Garner vehicles & equipment.
DESIRED OUTCOME: _____

To be approved and zone the property commercial and approve parking area plans to incorporate into the primary existing commercial property.

APPLICATION CHECKLIST

☐ CERTIFIED PROPERTY OWNERS WITHIN 200-FEET OF THE PROPERTY-
LISTS PRINTED MORE THAN TWO WEEKS PRIOR TO APPLICATION SUBMITTAL
MAY NOT BE ACCEPTED

(CENTRAL APPRAISAL DISTRICT (CAD)- (CENTRAL APPRAISAL DISTRICT (CAD-
9850 Emmett Lowry Expressway Ste. A Texas City, TX 77591 409/935-1980)
409/935-1980)

☒ **SITE PLAN (TO SCALE)** WITH EXISTING IMPROVEMENTS, DEVELOPMENTS,
AND PROPERTY LINES [8-1/2X11] IF LARGER THAN 8-1/2X11, PLEASE FOLD TO
APPROPRIATE SIZE)

☒ **SURVEY (TO SCALE)** (2 COPIES)

☒ **CURRENT TAX RECEIPTS-COUNTY TAX OFFICE, 722 MOODY (766-2481**

☒ **TITLE REPORT (IF LAND WAS PURCHASED WITHIN THE LAST 60 DAYS)**

☒ **NON-REFUNDABLE APPLICATION FEE (PAYABLE TO THE CITY OF LA
MARQUE**

SUBMITTED TO BOARD

DATE: _____

APPROVED _____ DENIED _____ OTHER _____

COMMENTS _____

APPLICANT'S CERTIFICATE

I AFFIRM THAT MY STATEMENT CONTAINED IN THE APPLICATION ARE TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED Tam Praddee DATE: 7/17/18



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La Marque, Texas 77568
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**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
September 10, 2018**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, September 10, 2018, 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

Bobby Hocking	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charlene Warren	Interim City Manager
Robin Eldridge	City Clerk
Ellis Ortego	City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE- Mayor Pro-Tem Bell led the invocation and the Pledge of Allegiance was led by Mayor Hocking

(4) PRESENTATIONS/ PROCLAMATIONS

a. Art Presentation- Paul Bernard

Mayor Hocking introduced Paul Bernard, an employee in the Public Services Department for the City of La Marque who presented a painted Mural of the City including co-workers and officials. Mr. Bernard has been painting since he was eight years old. He thanked Chaise Carey, his supervisor, and said he would like to show his appreciation to the Mayor and other officials for their leadership. He said that he is going to show his work later this month in the Art Walk in Texas City.

b. Proclamation- "Constitution Week" - Mayor Hocking presented Catherine Polk and Cheryl Tucker with a proclamation in support of Constitution Week, which is September 17, 2018 through September 23, 2018.

Before the following, Mayor Hocking introduced Charlene Warren as the Interim City Manager



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(5) CITIZENS PARTICIPATION

1. Clarence Caldwell reported an accident involving four-wheelers recently, and something needed to be done about the four-wheelers. He reported that the gentlemen that were sent out to change out his water meter, didn't have the correct tools to the job, and there was no supervisor on hand; and another issue he reported was a raw sewer leak in the ditch, the lift station was backed and over-flowing. He wasn't happy about the response he received from one of the workers, when he addressed him about this issue, and also the lack of personnel when staff is on vacation to address his issues.
2. Bo Hunter reported that he had been a resident of the City for fifty-one years. "I am here as a citizen and under the present Police administration, we have had three discrimination complaints and one discrimination suit filed by four employees of the Police Department." He further said that at the time, there were only three black officers working for the City. "Something needs to be done folks." He further compared himself to the Mayor as to who would make it home safely each day, "Not because of a DWI, but because of DWB. That's the difference between my world and his world, and I would like for all of us to live in the same world and be treated right. If the people that work in the police department are not being treated fairly, by the people that they work for, what do you think that will happen to me if I get stopped, what kind of chance to I have as a normal citizen?" He wanted to see an outside investigation done to see why these things are taking place.
3. Moses A. Wilmore handed out pictures for Council to observe that show a picture of a warehouse and reported that there is drug activity at that location. Reported other areas that also include drug activity. "We notified the Police Department six times, concerning that particular matter, and the problem has not been solved, and it has been going on for the past three years. The raids have not solved the problems, these people go back to doing what they are doing. The warehouse is an embarrassment to the City. The projection of La Marque is always centered around drugs, so we have to have visible Police presence in the neighborhood. This is not ostersizing the present Police Chief, but Under Chief Aragon, he carried on a "zero tolerance" for drugs for two or three months, and it cleaned up the streets. He kept it that way for two or three years."

Mayor Pro-Tem said as a point of information, "We have understood for a long time that one of the challenges we have here is the narcotics trade. I just wanted to let you know and let the citizens know that we have increased our capacity to address those narcotics issues 100%. So, while there was certainly staff members that were dedicated to that, we have doubled that, I am not going to say how many, I don't want to reveal what Chief Jackson is or is not doing, but I need to let us know that we understand that there is an issue and this Council has in a 100% percent way



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doubled our ability to address the drug and narcotic activity in our City; you can find that in the budget.”

The pictures were going to be referred to the Code Compliance Supervisor and to the Police Chief.

4. Todd Riddle on behalf of Garner Environmental, “Garner is a local business here, and has been operating out of its facility since about 1990. We are an environmental services company, serving the Gulf Coast region.” He then introduced Shanna Wade and Curtis Galloway, two other representatives of Garner that were present. Garner, recently acquired a company out of Louisiana, OMI, an environmental services company also, for oil spill cleanups. OMI company brings over about one hundred and seventy five employees and Garner employees about sixty-five employees, occupying several locations, with one being in La Marque. “We had sought permission and approval from City Council to re-plat and rezone a tract on Main Street to construct a parking lot with a privacy fence.”

(6) CONSENT AGENDA

- a. La Marque Employee Benefits Trust Minutes 7.23.2018
- b. Special Called City Council Meeting Minutes 8.6.2018
- c. Regular City Council Meeting Minutes 8.13.2018
- d. Special Called City Council Meeting Minutes 8.16.2018
- e. Special Called City Council Meeting Minutes 8.28.2018
- f. Discussion/possible action regarding adopting Resolution No. **R-2018-0021**, the Investment Policy

** Councilwoman Mc Auliffe made a motion to approve the Consent Agenda
** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**

(7) PUBLIC HEARING

- a. Conduct **SECOND** Public Hearing (as per City Charter) to hear public input regarding FY (2018-2019) Proposed Budget for the City of La Marque.

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

Geraldine Sam spoke. She wanted to make sure that the employees were getting some type of compensation to offset the economy going up. She then asked in light of the Renaissance District, will eminent domain be in effect. “Will the City have to pay certain property owners in that area?” She then stated that the City had not had a tax increase in La Marque in a long time, and asked if the taxes were going to increase.



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Mayor provided point of information and said that yes there were some enumeration for employees and that eminent domain has not been discussed as of yet and that there would be no increase in taxes.

Clarence Caldwell began to speak of another subject and was asked to return at a later date for the issues he was bringing forward, since this was a public hearing for the proposed budget.

Mayor Hocking closed the Public Hearing and reconvened the Regular meeting at 6:34 p.m.

(8) NEW BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. **O-2018-0010** making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2018 and ending September 30, 2019 appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque for 2018-2019 fiscal year. **THIS IS THE FIRST READING**

** Councilmember Michetich made a motion to adopt Ordinance No. 2018-0010.

** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

- b. **Discussion**/possible action regarding adopting Ordinance No. **O-2018-0012**, amending Chapter 62, Section 62-84, Traffic and Vehicles, of the City of La Marque Code of Ordinances, Farm Road Highway 1764 to alter certain speed limits and amending Section 62-85, by deleting Subsection (c), which established a school zone on Farm Road Highway 1765. **THIS IS THE FIRST READING**

** Councilmember Lane made a motion to adopt Ordinance No. O-2018-0012.

** Councilmember Michetich seconded.

** Councilwoman Mc Auliffe asked for clarification of the changes to the speed limits to which Chief Jackson explained. **MOTION CARRIED UNANIMOUSLY.**

- c. Discussion/possible action regarding the Planning & Zoning recommendation for denial of a re-zone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly



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described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

- ** Councilmember Michetich made a motion for APPROVAL of the rezone from R-1 Single Family Residential to C-1 General Commercial, being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

- ** Mayor Pro-Tem Bell seconded for the purpose of discussion.

Councilmember Michetich reported that as ex officio to the Planning and Zoning Commission, he attended the meeting where this item was discussed. At that time, the possibility of spot-zoning was discussed, but stated that all of the residents within 200 feet of the property were notified and that there was no negative feedback to rezone from the persons within those parameters.

- ** Mayor Pro-Tem changed his motion from discussion to APPROVAL of the rezone. **MOTION CARRIED UNANIMOUSLY.** (This item will be on the next agenda in October with an Ordinance)

- d. Discussion/possible action regarding the Planning & Zoning recommendation for denial of a re-plat being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

- ** Councilmember Michetich made a motion for APPROVAL of a re-plat being a tract or parcel of land containing 1.3684 acres of land or 59,606 square feet, located in the S.F. Austin League, Abstract 2, Galveston County, Texas; Said 1.3684 acre tract being all of Tracts 1 and 2 of record in the name of La Marque Investment Group, Inc. in Galveston County Clerk File (G.C.C.F.) Number 9103747 and being all of that tract of land of record in the name of Hazel Benton of record in G.C.C.F. Number 8723178, Said 1.3684 acre tract being more particularly



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described as bearings based as on said G.C.C.F. No. 9103747. (3197 Main and lot on Duroux and contiguous to 3197 Main)

** Mayor Pro-Tem Bell seconded.

** Councilwoman Mc Auliffe is in favor, but reminded them of all of the trees that were located on the above property and asked that they place some substantial landscaping and or hedges on the property once the parking lot is put in to replace some of the trees, that are not able to be saved. **MOTION CARRIED UNANIMOUSLY.**

e. Discussion/possible action regarding adoption of City of La Marque Brand Style Guide.

Public Information Officer Colleen Merritt handed out a brochure to show a few revisions to the brand style that was included in the packet, showing a color pallet. The showing of envelopes and letterhead currently being used was presented and it was said that this would serve to have more continuity and adding some polish.

** Councilmember Lane made a motion to adopt the City of La Marque Brand Style.

** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

f. Discussion/possible action regarding creation of La Marque Renaissance District and adoption of La Marque Renaissance District Development Guidelines.

** Ms. Merritt distributed a few more brochures showing the La Marque Renaissance District Guidelines, outlining areas and showing different colors and designs. "Art of Coffee" is coming into one of the sections of the strip center located in this District and being the first for construction, and a food establishment by the name of "Birdies".

** Mayor Pro-Tem Bell made a motion to approve the creation of La Marque Renaissance District and adoption of La Marque Renaissance District Development Guidelines

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

g. Discussion/possible action regarding adoption of City of La Marque Social Media Policy.

Being the first task when first employed, Ms. Merritt explained the importance for employees to adopt a Social Media Policy.



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- ** Councilmember Lane made a motion to adopt the City of La Marque Social Media Policy.
- ** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**

(9) APPOINTMENTS/NOMINATIONS

- a. Discussion/possible action regarding adopting Resolution No. **R-2018-0022** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2019
 - ** Councilmember Lane nominated Councilmember Michetich to serve as Representative and adopt Resolution No. **R-2018-0022** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for year 2019
 - ** Mayor Pro-Tem Bell nominated Councilwoman Mc Auliffe as Alternate. **NOMINATIONS STOOD AS SUBMITTED.**
- b. Discussion/possible action regarding submission of candidate choices for Places 11-14 to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees
 - ** Councilwoman Mc Auliffe made a motion to approve the submission of the candidate choices for Places 11-14 to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- c. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions
 - ** Councilwoman Mc Auliffe reappointed Larry Walker to the Parks Board.
 - ** Councilmember Michetich seconded. **MOTION CARRIED UNANIMOUSLY.**

(10) EXECUTIVE SESSION

There was no Executive Session

(11) REQUEST AND ANNOUNCEMENTS

Councilwoman Mc Auliffe thanked Council for a productive Workshop conducted earlier. Told everyone to be safe.
Councilmember Michetich thanked everyone for attending and encouraged persons to apply for positions to the Boards and Commissions
Mayor Pro-Tem Bell asked the Interim City Manager to provide to City Council legal - alternative meeting settings (anything that the State would deem legal whether it be video-conferencing or teleconferencing) so that it could be



1111 Bayou
La Marque, Texas 77568
409.938.9202

provided at some time for the Boards and Commissions to use and possibly attract more folks to volunteer but that do not have time or don't have sitters, that might be able to meet from home through other technology.

He then welcomed Charlene Warren to the Interim City Manager position, "She has been Ms. Buttlers' right hand for the past three years. She is more than capable of steering the City and directing staff until a permanent replacement is found. But also I want to thank Carol Buttler who has guided the City through difficult times. We went from having a significant deficit to having a significant surplus. We have been on the verge of opening a new Fire Station and have added several staff persons in key positions. She has been responsible for innovating many of our departments, and responsible for our logo and re-brand. We owe Ms. Buttler a debt of gratitude that we cannot pay. I will always remember her for being the right City Manager at the right time and so we wish her a happy and healthy retirement and we wish her the opportunity to live her life to the best of her abilities and we wish you well."

Mayor Hocking concurred. Reminded all of a special scheduled meeting for the following night. They are keeping an eye on a rain event that has potential of coming into the Gulf, but will cause some rain but be out by the end of the weekend. Has plans of taking his wife to Colorado for her birthday, and hopes the weather will cooperate.

(12) ADJOURNMENT

** Councilwoman Mc Auliffe made a motion to adjourn the Regular meeting at 7:06 p.m.

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

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 10b

Prepared by: Suzy Kou

Reviewed by: Charlene Warren

Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Ordinance No. **O-2018-0014**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges. **THIS IS FIRST READING**

☒ X

ATTACHMENTS FOR REFERENCE

1. Ordinance

STAFF BRIEFING:

- On July 27, 2017, Council approve contract with Waste Management to perform solid waste services effective October 1, 2017 through September 30, 2024 with renewal option.
- Per contract terms, fees shall be increased by 3% each year until the end of contract term.
- Per Council, the 56 cents requested uncontrollable recycling increase by Waste Management will **not** be a part of the new rates. This cost will be absorbed by the City under budget year 2018-19.

HISTORY: N/A

TARGET IMPLEMENTATION: November 13, 2018

SIGNIFICANT ACTION DATES:

October 8, 2018- Ordinance approval - First Reading.

November 12, 2018- Ordinance approval - Second and Final Reading.

December 1, 2018 - Effective date - with first billing cycle

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	\$1,802,983
Actual Bid	
Estimated Expenditure	\$1,844,983
Acct. Name(s)	Various sanitation expenditure accounts
Line Item #	Various
Other Funding	Fund Balance



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve Ordinance No. **O-2018-0014**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges.
THIS IS FIRST READING

FISCAL IMPACT: Estimated city absorption of \$42,000 of recycling fees by Waste Management, which will come out of fund balance.

ORDINANCE NO. O-2018-0014

AN ORDINANCE AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED SOLID WASTE COLLECTIONS CHARGES.

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

Section 1. That Appendix A, Schedule of Fees and Charges, Solid Waste Collection Charges, of the La Marque Code of Ordinances is hereby amended to read as follows:

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Solid Waste Collection Charges

There are hereby levied the following charges, to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

- (1) Residential Rates Per Month per Residential Service Unit (not including sales tax)
 - (a) Twice a week Residential Collection Rate- \$21.92.
 - (b) Every other week Recycling Collection- Included.
 - (c) Once a week Bulky Waste Collection- Included.
 - (d) At Your Door Household Hazardous Waste/Electronics Collection- Included.
 - (e) Residential Service Unit- Additional Cart- \$5.15 per Cart.
 - (f) Bulky Waste in excess of 5 cubic yards- \$154.50 per occurrence.
 - (g) Replacement Cart- \$72.10 per Cart.
- (2) Commercial Unit Collection Rates
 - (a) Castors per month- \$15.45.
 - (b) Locking Device per month- \$36.05.

(c) Monthly Commercial Unit Rates

Container Size/Type	Weekly Collection Frequency						
	1	2	3	4	5	6	Extra P/U
Commercial Hand PU 96 Gal Cart	N/A	\$ 45.71	N/A	N/A	N/A	N/A	N/A
Commercial Hand Extra Cart (Each)		\$ 15.45					
2 yd FEL Container	\$ 87.75	\$ 138.52	\$ 202.73	\$ 232.76	\$ 279.37	\$ 330.16	\$ 51.50
3 yd FEL Container	\$ 95.12	\$ 181.62	\$ 242.29	\$ 256.47	\$ 366.80	\$ 426.05	\$ 56.65
4 yd FEL Container	\$ 121.35	\$ 199.24	\$ 270.96	\$ 337.25	\$ 411.90	\$ 482.27	\$ 61.80
6 yd FEL Container	\$ 158.83	\$ 241.71	\$ 365.42	\$ 476.72	\$ 579.24	\$ 674.83	\$ 66.95
8 yd FEL Container	\$ 207.07	\$ 305.09	\$ 431.20	\$ 558.35	\$ 697.00	\$ 848.64	\$ 72.10

(d) Roll Off Bin (non-Temporary) and Compactor Rates

Roll off Size/Type	Container Rental Fee (Per Month)	Initial Delivery Fee (One-time)	Collection Fee (Per Haul)	Disposal Fee (Per Ton)
10 CY Roll off	\$ 128.75	\$ 150.00	\$ 230.72	\$ 31.93
20 CY Roll off	\$ 128.75	\$ 150.00	\$ 230.72	\$ 31.93
30 CY Roll off	\$ 128.75	\$ 150.00	\$ 230.72	\$ 31.93
40 CY Roll off	\$ 128.75	\$ 150.00	\$ 230.72	\$ 31.93
30 CY Roll off Compactor	\$ 360.50	*	\$ 230.72	\$ 31.93
40 CY Roll off Compactor	\$ 360.50	*	\$ 230.72	\$ 31.93
<i>* To be determined by Contractor and Customer</i>				

Section 2. Effective Date: The effective date shall coincide with the first utility billing after December 1, 2018.

PASSED AND APPROVED by the City Council of the City of La Marque on the first reading this the _____ day of _____, 2018.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on this the second and final reading this the _____ day of _____, 2018.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 10c

Prepared by: Chief Kirk Jackson

Reviewed by: Charlene Warren

Department: Police

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the Police Department and the Municipal Court to finance the purchase of nine (9) marked patrol vehicles; eight (8) for the Police Department and one (1) for the City Marshal.

☒ **ATTACHED FOR REFERENCE**

1. BuyBoard pricing for contract #521-16 from Silsbee Ford

STAFF BRIEFING:

- At the July 24th City Council Budget Workshop, City Council discussed the purchase of eight patrol vehicles for the Police Department and one vehicle for the City Marshal.
- The eight vehicles for the Police Department will replace eight 2010 year model and earlier Ford Crown Victorias.
- The City Marshal currently uses a La Marque Police Department patrol unit for his daily duties. The vehicle for the Marshal will be dedicated to the Marshal's position.
- Finance Director has reviewed.

HISTORY:

7.24.2018 - City Council Budget workshop (budget item was discussed)

9.17.2018 - City Council Special Meeting (budget adopted by Council)

TARGET IMPLEMENTATION: Order date of October 12, 2018

SIGNIFICANT ACTION DATES:

This item has not yet been presented to Council

ACTION:

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

Cost Details:

Budgeted	\$434,650.00
Actual Bid	\$413,653.00
Estimated Expenditure	\$413,653.00
Acct. Name(s)	10 Year Life Assets (Vehicles)
Line Items #	01-7030-05-00 01-7030-04-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to authorize the Police Department and the Municipal Court to finance the purchase of nine (9) marked patrol vehicles; eight (8) for the Police Department and one (1) for the City Marshal.

FISCAL IMPACT: self-explanatory

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16
Vehicles and Heavy Duty Trucks
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

AGENCY
DATE QUOTED
SALESMAN

CITY OF LAMARQUE KIRK JACKSON 409-938-9220 k.jackson@cityoflar
14-Mar-18
JARROD RUNNELS 409-895-3858 fleetsales@outlook.com

PART NUMBER		DESCRIPTION	UNIT PRICE
		2018 FORD PI UTILITY	
		INSTALL EMERGENCY EQUIPMENT	
W.GB8SB3J	1	WHELEN LEGACY DUO LB PKG	
W.CCSRN3LEG	1	CENCOM SIREN PKG	
W.TXSA315P	1	SPEAKER	
W.TXSAK1	1	SPEAKER BRACKET	
W.MBFX11RB	1	WHELEN MIRROR LEDS	
PG.PB47UINT16	1	PROGARD PUSHBUMPER	
W.IONJ	2	ION SPLIT R/B (FRT CORNER)	
W.VTX609J	2	VERTEX SPLIT R/B (TAIL LAMP)	
PG.S4705UINT13	1	PROGARD REAR ABS SEAT	
		W/OUTSIDE BUCKLE SEATBELTS	
		W/ MESH WINDOW CARGO BARRIER	
		SUBSTITUTE DUE TO AVAILABILITY	
SET.10XLC-ISUV	1	SETINA "XL" PARTITION	
		1/2 SLDR W/MESH WNDW	
SET.WK0514ITU12	1	SETINE WINDOW ARMOR	
HAV.PKG-PSM-153	1	HAVIS LAPTOP MOUNT	
HAV.C-VS-1308-INUT	1	HAVIS 13" CONSOLE	
HAV.C-CUP2-I	1	DUAL CUPHOLDER	
C-ARM-103	1	ARMREST	
C-MC	2	MIC CLIP	
C-MCB	2	MIC CLIP BRKT	
KS.GE2KA	1	KUSTOM SIGNAL GOLDEN EAGLE	
		DUAL KA BAND RADAR	
	1	WATCHGUARD 4 RE CAMERA SYS	
		EQUIPMENT TOTAL	
		LABOR	
		TOTAL PER UNIT	
		BUYBOARD FEE	
		TOTAL	

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[illegible]



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Prepared by: Suzy Kou

Department: Finance

Agenda item: 11a

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the award of depository contract to Texas First Bank for a one year term and an option to extend for one additional year.

☒ X

ATTACHMENTS FOR REFERENCE

1. Texas First Bank proposal

STAFF BRIEFING:

- Per Charter, the City is required to follow a bid process to select a depository contractor to serve the City.
- Texas First Bank was the only bidder who responded.
- Proposed contract is pending City Attorney's review.

HISTORY:

July 1, 2016 - Most recent contract with Texas First Bank took effect.

June 26, 2017 - Proposed to Council to extend current contract with Texas First Bank one additional year.

July 1, 2017 - June 30, 2018 - Proposed to extend contract term with Texas First Bank.

TARGET IMPLEMENTATION: November 1, 2018

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to award depository contract to Texas First Bank for a one year term and an option to extend for one additional year.

FISCAL IMPACT: N/A



Please price any fee that is required by your institution to provide the service.
The monthly fee extension should reflect an average total cost.

The only historical data on service volumes is show on the second sheet (Data) but do not conform to standard pricing models. This is the only information available.

Service	Unit Basis	Average Monthly Volume	Proposed Bank Fee	Fee Fee Extension	Bank Explanatory Notes, if applicable
Account Services					
Account Maintenance - Master	Per Account	1	\$0.00	\$0.00	
Account Maintenance - Subsidiary	Per Account	2	\$0.00	\$0.00	
ZBA Accounts Maintenance - Sweep	Per Account	1	\$0.00	\$0.00	
ZBA Master Account	Per Account	1	\$0.00	\$0.00	
ZBA Subsidiary Accounts	Per Account	1	\$0.00	\$0.00	
ZBA Account Transfers	Per Item	21	\$0.00	\$0.00	
Debits / Checks Paid	Per Item	281	\$0.00	\$0.00	
Check Cashed - Customer	Per Item	2	\$0.00	\$0.00	
Electronic Debits Received	Per Item	19	\$0.00	\$0.00	
Credits / Deposits	Per Item	144	\$0.00	\$0.00	
Electronic Credits Received	Per Item	86	\$0.00	\$0.00	
Additional DDA Statements Rendered	Per Item		\$0.00	\$0.00	
Check Photocopy Retrieval	Per Item		\$0.00	\$0.00	
Balance Assessment	Ledger Balance		\$0.0009	\$0.00	
Information Reporting Services - Business Online Banking (OLB)					
OLB Plus - Module	Per Month	1	\$25.00	\$25.00	
OLB Plus - Account	First 5 Accounts	3	\$0.00	\$0.00	
OLB Plus - Account	Next 5 Accounts	0	\$5.00	\$0.00	
OLB Plus - Transaction	Per Item	600	\$0.00	\$0.00	
OLB - ACH Module	Per Month	1	\$30.00	\$30.00	
OLB - Bill Pay Module	Per Month		\$5.00	\$0.00	
OLB - Wire Module	Per Month	1	\$0.00	\$0.00	
OLB - eStatement	Per Month	3	\$0.00	\$0.00	
Deposit Services					
Items Deposited - On-Us	Per Item	448	\$0.04	\$17.92	
Items Deposited - Local	Per Item	2,727	\$0.06	\$163.62	
Items Deposited - Non Local	Per Item	600	\$0.08	\$48.00	
Cash Deposit Process - Branch	Per \$100	2,000	\$0.00	\$0.00	
Coin Deposit Processing - Branch	Per Deposit		\$0.00	\$0.00	
Night Drop Deposit	Per Item		\$0.00	\$0.00	
Deposit Corrections	Per Item		\$0.00	\$0.00	
Cash Order Processing - Manual	Per Item	1	\$0.00	\$0.00	
Cash Order - Strap	Per Strap	1	\$0.00	\$0.00	
Coin Order - Roll	Per Roll		\$0.00	\$0.00	
Coin Order - Box	Per Roll		\$0.00	\$0.00	
Return Item - Chargeback	Per Item	14	\$0.00	\$0.00	
Return Item - Redeposit	Per Item		\$0.00	\$0.00	
Return Check Notice - Email	Per Item		\$0.00	\$0.00	

Service	Unit Basis	Average Monthly Volume	Proposed Bank Fee	Fee Fee Extension	Bank Explanatory Notes, if applicable
Remote Deposit Processing (RDC) Services					
RDC Maintenance - 1st Location	Per Month		\$30.00	\$0.00	
RDC Maintenance - Additional Locations	Per Month		\$20.00	\$0.00	
Items Deposited - RDC On-Us	Per Item	300	\$0.00	\$0.00	
Items Deposited - RDC Local	Per Item		\$0.00	\$0.00	
Items Deposited - RDC Non Local	Per Item	3,300	\$0.00	\$0.00	
ACH Services					
ACH - Debits Originated	Per Item	2	\$0.20	\$0.40	
ACH - Credits Originated	Per Item	300	\$0.20	\$60.00	
ACH - Same Day Debits Originated	Per Item		\$1.00	\$0.00	
ACH - Same Day Credits Originated	Per Item		\$1.00	\$0.00	
ACH - Addendum Record In / Out	Per Item	1	\$0.00	\$0.00	
ACH - Return Items	Per Item	1	\$4.00	\$4.00	
ACH - Deletions or Reversal Charges	Per Item	1	\$12.00	\$12.00	
ACH - Notification of Change (NOC)	Per Item		\$1.00	\$0.00	
ACH / EDI Reporting - Email	Per Month		\$10.00	\$0.00	
Positive Pay / Reconciliation Services					
Positive Pay / Recon - First Account	Per Month	1	\$20.00	\$20.00	
Positive Pay / Recon - Additional Account	Per Month		\$15.00	\$0.00	
Positive Pay - Exception	Per Item		\$1.00	\$0.00	
Positive Pay - Exception > 10	Per Item		\$4.00	\$0.00	
Positive Pay - Teller Presentment	Per Item		\$3.00	\$0.00	
Positive Pay - Exception Phone Call	Per Call		\$5.00	\$0.00	
ACH Positive Pay - Account	Per Month	1	\$5.00	\$5.00	
Positive Pay - Exception	Per Item		\$1.00	\$0.00	
Positive Pay - Exception Phone Call	Per Call		\$5.00	\$0.00	
Stop Payments Services					
Stop Pay - Maintenance	Per Month	1	\$0.00	\$0.00	
Stop Pays - Manual	Per Item		\$25.00	\$0.00	
Stop Pay - Automated	Per Item	1	\$30.00	\$30.00	
Wire Transfers Services					
Incoming - Domestic	Per Wire		\$10.00	\$0.00	
Outgoing - Repetitive - OLB	Per Wire		\$15.00	\$0.00	
Outgoing - Non-Repetitive - OLB	Per Wire		\$15.00	\$0.00	
Outgoing - Manual	Per Wire		\$28.00	\$0.00	
Account Transfer - Manual	Per Transfer		\$0.00	\$0.00	
Account Transfer - OLB	Per Transfer		\$0.00	\$0.00	
Wire Advice - Email	Per Month		\$25.00	\$0.00	
CD ROM Services					
CD ROM - Maintenance	Per Month		\$20.00	\$0.00	
CD ROM - Items	Per Item		\$0.02	\$0.00	
CD ROM - Statements	Per Statement		\$0.00	\$0.00	

Service	Unit Basis	Average Monthly Volume	Proposed Bank Fee	Fee Fee Extension	Bank Explanatory Notes, if applicable
Safekeeping (Assume \$10 Million in 10 Cusips) Service					
Monthly Maintenance Custody	Per Month		\$0.00	\$0.00	
Clearing Fees				\$0.00	
FRB	Per Item		\$0.00	\$0.00	
DTC	Per Item		\$0.00	\$0.00	
Securities Received/ Del - DVP	Per Item		\$0.00	\$0.00	
Safekeeping Fees	Per Item		\$0.00	\$0.00	
FRB	Per Item		\$0.00	\$0.00	
DTC	Per Item		\$0.00	\$0.00	
Custody per \$1 million BE	Per \$10M		\$0.00	\$0.00	
Custody Fixed Income	Per Item		\$0.00	\$0.00	
Income Collection to DDA	Per Item		\$20.00	\$0.00	
Income Collection - Coupons	Per Item		\$20.00	\$0.00	
Income Collection - Maturities	Per Item		\$20.00	\$0.00	
Stored Value Cards / Paycard Services Assuming 20 Cards					
Direct Deposit	Per Item		\$0.00	\$0.00	
Everyday Purchases	Per Item		\$0.00	\$0.00	
Cash Back at POS	Per Item		\$0.00	\$0.00	
Customer Support	Per Call		\$0.00	\$0.00	
Mobile App	Per App		\$0.00	\$0.00	
Monthly Account Maintenance	Per Month	1	\$0.00	\$0.00	
Email / App Notifications	Per Notification		\$0.00	\$0.00	
Electronic Statements	Per Statement		\$0.00	\$0.00	
First Personalized Card	First Card		\$0.00	\$0.00	
First Bank Teller Withdrawal Per Pay Period	First Withdrawal		\$0.00	\$0.00	
Optional Services*					
Text Alerts	Per Text		\$0.25	\$0.00	
Declined Purchase	Per Decline		\$0.50	\$0.00	
Card to Account Transfer	Per Transfer		\$4.00	\$0.00	
ATM Cash Withdrawal	Per Withdrawal		\$2.95	\$0.00	
ATM Balance Inquiry	Per Inquiry		\$1.50	\$0.00	
ATM Decline	Per Decline		\$1.00	\$0.00	
Paper Statement	Per Statement		\$4.00	\$0.00	
Additional Replacement Cards	Per Card		\$10.00	\$0.00	
Subsequent Teller Withdrawal	Per Withdrawal		\$7.00	\$0.00	
* Other Fees May Apply					



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 11b

Prepared by: Amanda Hobby

Reviewed by: Charlene Warren

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid #LM 02-19 to Petroleum Traders Corporation for fuel in the amount of \$15,000.00 in differential costs.

☒ X

Attachments for reference

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Petroleum Traders Corporation as the only qualified bidder meeting all specifications.
- Vendors were asked to quote on the differential between wholesale cost and their proposed fee.
- Based on new procedures for City-wide fueling of vehicles, it is anticipated bulk purchases will be greatly reduced to the extent we should not exceed the projected cost.
- Primary bulk fuel purchases should be limited to off-road diesel.
- The bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were eight (8) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- Bid packet was posted on the City website.
- One (1) bid was received; one (1) was a qualified bid.
- See the attached bid tabulation for bid results.

HISTORY:

- City staff had requested \$57,000.000 in the 2018-2019 budget for fuel purchases.
- The amount bid by the vendors is a price differential of a (+/-) cost of the fuel rack average on the day of purchase.

TARGET IMPLEMENTATION: October 8, 2018

SIGNIFICANT ACTION DATES:

November 13, 2018 – Contracts are requested to be in place and PO's approved



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	\$15,000.00
Actual Bid	Unleaded+0.590 Diesel +0.590 Diesel in small delivery: 0.530 Total \$6,162.00
Estimated Expenditure	\$15,000.00
Acct. Name	Fuel
Line Items #	01-2020-12-00 02-2020-22-00

STAFF'S RECOMMENDATION: Motion to award Bid #LM 02-19 to Petroleum Traders Corporation for fuel in the amount of \$15,000.00, in differential costs.

FISCAL IMPACT: Throughout the budget year and due to fluctuating fuel prices, a higher overall average increase could result in cost overruns.

**LM 02-19
BID TAB
Fuel**

BIDDER: Petroleum Traders

ESTIMATED QUANTITY (Gallons)	DESCRIPTION	Price Differential	TOTAL BASED ON ESTIMATEDQUANTITY
43,000	Unleaded plus gasoline as per specifications	.0590	\$2,537.00
30,000	Diesel No. 2 as per specifications	.0590	\$1,770.000
3,500	Diesel No. 2 in quantities of 100 to 500 gallons at additional sites	.5300	\$1,855.00

Total \$6,162.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 11c

Prepared by: Amanda Hobby

Reviewed by: Charlene Warren

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid #LM 03-19 to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$30,800.00.

☒ X

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Century Asphalt as the only qualified bidder meeting all specifications.
- All bid amounts are based on estimated quantities supplied by City of La Marque.
- Although the bid amount is over budgeted amount, we do not expect to go over budget
- There were eight (8) bids solicited.
- A legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- The bid packet was placed on the City's web site.
- Only two (2) qualified bid was received.
- Please see the attached bid tabulation for bid results.

HISTORY:

- The cold mix cold lay products are used to repair routine pot holes within asphalt roadways.

TARGET IMPLEMENTATION: October 8, 2018

SIGNIFICANT ACTION DATES:

11.13.2018 - Request that contract and PO's be in place and approved by this date.

ACTION:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special Presentation

☐

Finance Report

☐

Public Hearing

☒ X

Other - Award of Bid

Cost Details:

Budgeted	\$25,000.00
Actual Bid	\$30,800.00
Estimated Expenditure	\$25,000.00
Acct. Name	Street Repairs
Line Items #	01-3010-12-00



CITY COUNCIL AGENDA FORM



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

STAFF'S RECOMMENDATION: Motion to award Bid #**LM 03-19** to Century Asphalt for Cold Mix Cold Lay (CMCL) in the amount of \$30,800.00.

FISCAL IMPACT: Annual reoccurring cost.

BID TABULATION

LM 03-19

COLD MIX COLD LAY ASPHALT

Company: Century Asphalt

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$ 88.00/ton	\$30,800.00
	TOTAL COST		\$30,800.00

Company: KLP Commercial

Estimated Quantity	Description	Unit Price	Total (Based on Est. Quantity)
350 Tons	CMCL Cold Mix as per specifications, F.O.B. to designated City street.	\$111.00/ton	\$38,850.00
	TOTAL COST		\$38,850.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 11d

Prepared by: Amanda Hobby

Reviewed by: Charlene Warren

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid #LM **07-19** to CPR Services & Supplies dba MDN Enterprises for Water & Sewer Supplies in the amount of \$125,278.45.

☒ X

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by CPR Services & Supplies dba MDN Enterprises as the lowest qualified bidder meeting all specifications.
- All bid amounts are based on estimated quantities supplied by the City of La Marque.
- Although the bid is over the budgeted amount, estimated expenditure will not go over budget
- There were eight (8) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- Four (4) qualified bids were received.
- Please see the attached bid tabulation for bid results.

HISTORY:

- Annual supplies are utilized to make repairs to the City's water mains, ranging in sizes from ¾" service lines up to 16" transmission lines.
- In addition to water line repairs, these funds are utilized to purchase sewer repair piping from 4" service lines up to 36" trunk sewers.
- The annual bid quantities reflect prices for a range of pipe sizes and materials for repairs, but not all items listed in bid will be purchased.
- We list a large range of materials to establish bid prices for the year.

TARGET IMPLEMENTATION: **October 8, 2018**

SIGNIFICANT ACTION DATES:

11.13.2018 - Request that contracts are in place and PO's approved by this date



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Proclamation | ☐ Special Presentation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Award of Bid | |
| ☒ Check box if there is no conflict with City Charter, ordinances, resolutions, policies, procedures | |

Cost Details:	
Budgeted	\$200,000.00
Actual Bid	\$125,278.45
Estimated Expenditure	\$85,000.00
Acct. Name	Water & Sewer Supplies
Line Items #	02-3010-22-00 02-3011-22-00

STAFF'S RECOMMENDATION: Motion to award Bid #**LM 07-19** to CPR Services & Supplies dba MDN Enterprises for Water & Sewer Supplies in the amount of \$125,278.45.

Fiscal Impact: The water & sewer repair parts are annual reoccurring cost.

**BID TABULATION
LM 07-19
WATER AND SEWER SUPPLIES**

Bidder	Description	Amount of Bid
CPR Services and Supplies	Full Bid	\$125,278.45
Ferguson Waterworks	Full Bid	\$155,104.60
ACT Pipe & Supply	Full Bid	\$171,973.55



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 11e

Prepared by: Amanda Hobby

Reviewed by: Charlene Warren

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid # LM **01-19** to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$65,000.00.

☒ X

ATTACHMENTS FOR REFERENCE

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by DXI Industries as the only qualified bidder meeting all specifications.
- The bid amounts are based on estimated quantities supplied by the City of La Marque.
- There were eight (8) bids solicited as well as a legal ad placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- Bid packet was posted on the City's web site.
- Two (2) bids were received, but only one (1) qualified bidder bid on all items.
- Please see the bid tabulation for bid results.

HISTORY:

- These chemicals are used for the treatment process in the City's Wastewater Discharge and Disinfection of the potable drinking water.

TARGET IMPLEMENTATION: **October 8, 2018**

SIGNIFICANT ACTION DATES:

11.13.2018 – Request contracts to be in place and PO's approved.

ACTION:

☐

Ordinance

☐

Resolution

☐

Proclamation

☐

Special

Presentation

☐

Finance Report

☐

Public Hearing

☒ X

Other – Award Bid

☒ X

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

Cost Details:

Budgeted	\$80,000.00
Actual Bid	\$42,517.00
Estimated Expenditure	\$65,000.00
Acct. Name	Operating Supplies
Line Items #	02-2010-24-00



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to award Bid #**LM 01-19** to DXI Industries for Liquid Chlorine, Calcium Hypochlorite & Sulfur Dioxide in the amount of \$65,000.00.

FISCAL IMPACT: These chemicals are annual reoccurring cost. The annual bid came in under the estimated budget costs of chemicals.

**BID TAB
LM 01-19
CHLORINE
CALCIUM HYPOCHLORITE
SULFUR DIOXIDE**

BIDDER: DXI Industries

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$ 102.00/CYL	\$2,856.00
24	1 – Ton Cylinder of Chlorine as Specified	\$779.00/Ton	\$18,696.00
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$182.00/Drum	\$3,640.00
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	\$105.00/Unit	\$17,325.00

Total \$42,517.00

BIDDER: United Mineral & Chemical Corp. (Incomplete Bid)

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATEDQUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$NB/CYL	NB
24	1 – Ton Cylinder of Chlorine as Specified	\$NB/Ton	NB
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$150.00/Drum	\$3,000.00
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	\$NB/Unit	NB

Total \$3,000.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Prepared by: Amanda Hobby

Department: Public Services

Agenda item: 11f

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding award of Bid #LM 05-19 to Evoqua Water Technologies for Odor and Corrosion Control in the amount of \$178,200.00

☒

Attached for reference

1. Bid Tab

STAFF BRIEFING:

- Staff recommends accepting the bid submitted by Evoqua Water Technologies as the qualified bidder meeting all specifications with a total bid amount of \$178,200.00.
- Although Pencco's bid was \$90 less than Evoqua, Evoqua's rate was all-inclusive and 75 cents less per gallon than Pencco.
- All bid amounts are based on estimated quantities supplied by the City of La Marque.
- Historically, we use much less than was requested in the bid packet.
- There were eight (8) bids solicited as well as a legal ad placed in the Galveston County Daily News that ran twice in a fifteen (15) day period.
- The bid packet was placed on the City's website.
- Only two (2) qualified bids were received.
- Please see attached bid tabulation for bid results.

HISTORY:

- Odor Control product had been purchased annually as a sole source patented product.
- The patent has expired.
- As a result of the product being sold openly and no longer considered a sole source, the City is now bidding the required chemical.
- This product has worked well in reducing strong hydrogen sulfide odors at the Waste Water Treatment Plant and two other locations within the City.

TARGET IMPLEMENTATION: **October 8, 2018**

SIGNIFICANT ACTION DATES:

11.13.2018 – Request contracts to be in place and PO's approved



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	\$83,000.00
Actual Bid	\$178,200.00
Estimated Expenditure	\$83,000.00
Acct. Name(s)	Operating Supplies
Line Items #	02-2010-24-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to award of Bid #LM 05-19 to Evoqua Water Technologies for Odor and Corrosion Control in the amount of \$178,200.00.

FISCAL IMPACT: Annual reoccurring cost.

BID TABULATION

LM 05-19

ODOR & CORROSION

Company: Pencco, Inc.

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	*Total Price
90,000 Gallons	\$ 1.74	\$169,200.00
Mobilization of Equipment	\$ 0.053	\$4,770.00
De-Mobilization of Equipment	\$ 0.046	\$4,140.00
Total Amount of Bid:		\$178,110.00

Company: Evoqua Water Tech.

Estimated Quantity	Amount per Gallon Aqueous Solution of Ferrous and Ferric Sulfate	*Total Price
90,000 Gallons	\$ 1.98/per gal	\$178,200.00
Mobilization of Equipment	Included	Included In Price
De-Mobilization of Equipment	Included	Included In Price
Total Amount of Bid:		\$178,200.00



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Prepared by: Chaise Cary

Department: Public Services

Agenda item: 11g

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding authorizing the City Manager to accept Texas Pride Utilities' proposal to perform emergency sanitary sewer manhole repairs at the 6th Street Lift Station in the amount of \$64,300.00

☒ X

ATTACHED FOR REFERENCE

1. Estimate No. 1952 Manhole Replacement - Texas Pride Utilities
2. Photo

STAFF BRIEFING:

- City Council was recently notified of a collapsed manhole which created a large sinkhole at the 6th Street Lift Station.
- Eighty percent (80%) of the City's sanitary sewer flows through this lift station, on its way to the WWTP.
- Authorization is requested from Council to proceed based on immediate concerns for public health and safety.
- Staff attempted to secure other pricing but only received one from Texas Pride.
- City has utilized Texas Pride Utilities in the past with positive experiences.
- Due to the emergency nature of the repair, there was insufficient time to put together a formal bid request.
- Funding is proposed to be taken from 2007 Bond Funds.
- Finance Director has reviewed.
- This item will be included in a future batched budget amendment at either mid-year or year end.

HISTORY:

9/11/18 - City staff was made aware of a sinkhole at 6th St. Lift Station which occurred after we received continuous heavy rainfall.

9/12/18 - Asst. Director made multiple attempts to receive estimates from multiple vendors in the area

9/26/18 - Estimate No. 1952 received from Texas Pride Utilities

TARGET IMPLEMENTATION: October 8, 2018



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	-0-
Actual Bid	
Estimated Expenditure	\$64,300.00
Acct. Name(s)	2007 Bond
Line Items #	46-7130-24-00-MNHLRP
Other Funding	

STAFF'S RECOMMENDATION: Motion to authorize the City Manager to accept Texas Pride Utilities' proposal to perform emergency sanitary sewer manhole repairs at the 6th Street Lift Station in the amount of \$64,300.00

FISCAL IMPACT: \$64,300.00



Texas Pride Utilities

725 Carby Rd
Houston TX 77037

Estimate

Date	Estimate No.
9/26/2018	1952

TO:

City of La Marque TX
Manhole Replacement
EPO

Our quotation include all labor and material for the installation of the each pay item on the list below. Any additional work will require written acceptance of quotation before additional work can be performed.

Item No	Unit	Description	Qty	Unit Price	Total
1	LS	MOBILIZATION AND DELIVERY OF LARGE EQUIPMENT	1	3,400.00	3,400.00
2	LS	STABILIZE EXISTING SINKHOLE AROUND MANHOLE	1	1,800.00	1,800.00
3	EA	REMOVE AND REPLACE EXISTING MANHOLE COMPLETE IN PLACE DOGHOUSE STYLE. BASE OF THE MANHOLE WILL STAY IN PLACE. APPROXIMATELY 20' DEPTH 60" MANHOLE	1	22,500.00	22,500.00
4	EA	CONNECTION OF EXISTING SANITARY SEWER LINE TO MANHOLE	3	1,200.00	3,600.00
5	LS	BACKFILL	1	1,350.00	1,350.00
6	LS	TRENCH SAFETY SYSTEM COMPLETE IN PLACE	1	2,850.00	2,850.00
7	LS	DEWATERING AS NECESSARY TO CONTROL GROUND WATER	1	4,400.00	4,400.00
8	LS	BYPASS SYSTEM SET UP, DAILY OPERATIONS AND TAKE DOWN	1	24,400.00	24,400.00
Total					\$64,300.00

Phone #

8326070707

E-mail

lgtexaspride@yahoo.com

Web Site

www.texasprideutilities.com



TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Request

Regulated Entity/Site Name	City of La Marque Westside Wastewater Treatment	TCEQ Add. ID No. RN No (optional)	WQ0010410003; RN101917284
Investigation Type	WWCCI MJMOD	Contact Made In-House (Y/N)	Y
		Purpose of Investigation	Comprehensive Compliance Investigation (Major)
Regulated Entity Contact	Mr. Dack Shvaer	Telephone No.	
		Date Contacted	08/06/2018
Title	Interim Director of Public Works	FAX #/Email address	
		FAX/Email date	08/06/2018

NOTICE: The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity, named above and does not represent final TCEQ findings related to violations. Any potential or alleged violations discovered after the date on this form will be communicated to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

Issue		For Records Request, identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues, include the rule in question with the clearly described potential problem. Other type of issues: fully describe.	
No.	Type ¹	Rule Citation (if known)	Description of Issue
1	AV	30 Texas Administrative Code (TAC) Chapter 305.125(5); Operational Requirements No. 1 pg. 13	Failure to have a minimum of two functional lift pumps present at the lift station. Specifically, the onsite lift station had five (5) lift station pumps, and only one (1) was operational.
2	AV	30 Texas Administrative Code (TAC) Chapter 305.126, Operational Requirements No. 8(a), pg. 14	Failure to obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection During the months of December 31, 2017, January 28, 2018, and February 28, 2018, the daily average flow was 3.079, 3.139, and 3.297 million gallons per day. This is 100% of the permitted daily average.
3	AV	30 Texas Administrative Code (TAC) Chapter 305.125(5), Effluent Limitations and Monitoring Requirements, No. 1	Failure to maintain compliance with permitted effluent limits. Specifically, the grab sample collected during the investigation was not compliant with the single grab maximum limit of 0.1 mg/L for total chlorine residual following the dechlorination process. The single grab limit was 0.13 mg/L.

4	PV	30 Texas Administrative Code (TAC) Chapter 26.121(a)(2); 30 TAC 281.25(a)(4)	Failed to obtain stormwater authorization. As part of the industrial stormwater Multi-sector General Permit TXR050000, Section T, domestic wastewater plants are required to obtain authorization if the facility has a design flow of greater than 1.0 million gallons per day (MGD).
5	O	30 Texas Administrative Code (TAC) Chapter 305.125(5) Effluent Limitations and Monitoring Requirements, No. 1	There have been 2 self-reported effluent violations during the monitoring periods between May 2017 and May 2018. During the monitoring period ending November 30, 2017, the daily average for total copper was 0.018 mg/L (135% of the daily average limit of 0.00766 mg/L) and the daily maximum for total copper was 0.66 mg/L (3,974% of the daily maximum of 0.0162 mg/L). During the monitoring period ending August 31, 2017, the 2 hour peak flow was 8646 gallons per minute (4% of the 2 hour peak flow limit of 8333 gallons per minute).
6	RR		The last annual progress report submitted for Sanitary Sewer Overflow Initiative (SSOI).
7	RR		Backflow preventer certificate.

Note 1: Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	☐ Yes	☒ No
Did the investigator advise the regulated entity representative that continued operation is not authorized?	☐ Yes	☒ No

Document Acknowledgment. Signature on this document establishes only that the regulated entity (RE) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, the document will be sent via FAX or Email to RE; therefore, the RE signature is not required.			
Jack Coleman <i>Jack Coleman</i>	8/23/18	<i>Deck Shaver, Daddhans</i>	8/27/18
Investigator Name (Signed & Printed)	Date	Regulated Entity Representative Name (Signed & Printed)	Date

If you have questions about any information on this form, please contact your local TCEQ Regional Office.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, call 512/239-3282.

White Copy: Regulated Entity Representative

Yellow Copy: TCEQ

(Note: use additional pages as necessary) Page 2 of 2

Deck Shaver

From: Jack Coleman <Jack.Coleman@tceq.texas.gov>
Sent: Thursday, August 23, 2018 5:58 PM
To: Deck Shaver
Subject: RE: WQ0010410003 City of La Marque WWTF Focused Compliance Inspection
Attachments: 2018-07-26 WQ0010410003 City of La Marque Exit Interview_.pdf; 2018-07-26 WQ0010410003 City of La Marque.inv-exit-interview.FY18_revised 8-23-2018.doc; DSC01010.jpg

Dack,

Attached is the old TCEQ Exit Interview Form provided on August 6, 2018 that was provided to Les Rumberg and the new revised TCEQ Exit Interview with the 75/90 rule violation added.

Also attached is a photo of the lift station pumps mention in the violation.

Let me know if you have any questions. Please sign and return this form.

Thank you.

Jack Coleman
TCEQ - Region 12
5425 Polk Street Suite H
Houston, Texas 77023
Work- (713)-767-3774
Fax- (713)-767-3691

From: Jack Coleman
Sent: Monday, August 6, 2018 1:28 PM
To: les.rumberg@cityoflamarque.com
Subject: RE: WQ0010410003 City of La Marque WWTF Focused Compliance Inspection

Les,

Please see the attached Exit Interview Form following the investigation conducted on Thursday, July 26, 2018.

Does the City of La Marque Westside Wastewater Treatment Plant collect its stormwater and send it to the headworks?

Please call me for any questions.

Please sign and date this Exit Interview form and provide the requested records.

Thank you.

Jack Coleman
TCEQ - Region 12
5425 Polk Street Suite H

TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Request

Regulated Entity/Site Name	City of La Marque Westside Wastewater Treatment			TCEQ Add. ID No.	WQ0010410003; RN101917284
Investigation Type	WWCCI MJMOD	Contact Made In-House (Y/N)	Y	Purpose of Investigation	Comprehensive Compliance Investigation (Major)
Regulated Entity Contact	Mr. Dack Shvaer			Telephone No.	
Title	Interim Director of Public Works			FAX #/Email address	
				Date Contacted	08/06/2018
				FAX/Email date	08/06/2018

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Issue		For Records Request, identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues, include the rule in question with the clearly described potential problem. Other type of issues: fully describe.	
No.	Type ¹	Rule Citation (if known)	Description of Issue
1	AV	30 Texas Administrative Code (TAC) Chapter 305.125(5); Operational Requirements No. 1 pg. 13	Failure to have a minimum of two functional lift pumps present at the lift station. Specifically, the onsite lift station had five (5) lift station pumps, and only one (1) was operational.
2	AV	30 Texas Administrative Code (TAC) Chapter 305.126, Operational Requirements No. 8(a), pg. 14	Failure to obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection During the months of December 31, 2017, January 28, 2018, and February 28, 2018, the daily average flow was 3.079, 3.139, and 3.297 million gallons per day. This is 100% of the permitted daily average.
3	AV	30 Texas Administrative Code (TAC) Chapter 305.125(5), Effluent Limitations and Monitoring Requirements, No. 1	Failure to maintain compliance with permitted effluent limits. Specifically, the grab sample collected during the investigation was not compliant with the single grab maximum limit of 0.1 mg/L for total chlorine residual following the dechlorination process. The single grab limit was 0.13 mg/L.



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: 11h

Prepared by: Deck Shaver

Reviewed by: Charlene Warren

Department: Public Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of LJA Engineering's Proposal for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 Million Gallon per Day (MGD) Wastewater Treatment Plant (WWTP) Expansion in the amount of \$135,925.00.

☒ X

ATTACHMENTS FOR REFERENCE

1. LJA Proposal No. 18-03805
2. Texas Commission on Environmental Quality (TCEQ) Exit Interview Form

STAFF BRIEFING:

- In order to meet the wastewater treatment demands of our rapid growth and development, the City has anticipated expansion of the Westside Wastewater Treatment Plant in the 2020-2021 Capital Improvement Budget(s).
- As noted in the recent TCEQ Notification (Exit Interview Item No. 2), for several months in the past year, the actual wastewater flows to the WWTP exceeded 90% of the permitted Plant capacity, which is the threshold which requires the City to initiate design and construction of the WWTP expansion under TCEQ regulations.
- The necessary first step toward design and construction of the WWTP expansion is to perform an Engineering Assessment of the current facility and develop a feasibility analysis to prioritize the design of improvements that will maximize the effectiveness of the Capital budget.
- With extensive background in the City wastewater system, LJA Engineering has submitted their Proposal to perform Engineering Assessment and Feasibility Study as detailed on their September 26, 2018 letter.

HISTORY:

7.26.2018 - TCEQ performed a focused compliance inspection at the Westside WWTP

8.24.2018 - TCEQ forwarded results of compliance inspection (Exit Interview) to City staff.

9.12.2018 - Public Services Director and Assistant Director met with LJA Engineering Project Manager regarding options for WWTP expansion.

9.26.2018 - LJA Engineering submitted their Proposal No. 18-03805 to City staff.

TARGET IMPLEMENTATION: **October 8, 2018**

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	\$135,925.00
Actual Bid	
Estimated Expenditure	\$135,925.00
Acct. Name(s)	WWTP Expansion
Line Items #	46-7125-24-00-WWTPXP
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve LJA Engineering Proposal No. 18-03805 for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 Million Gallon per Day Wastewater Treatment Plant Expansion in the amount of \$35,925.00.

FISCAL IMPACT: \$135,925.00

September 26, 2018

Ms. Charlene Todaro
City Manager
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: Assignment Letter for Engineering Services for the City of La Marque Assessment and Feasibility Report for a 2.25 MGD Wastewater Treatment Plant Expansion
LJA Proposal No. 18-03805

Dear Ms. Todaro:

LJA Engineering Inc. (LJA) is pleased to present this Assignment Letter for Engineering Services for an Assessment of the Existing Wastewater Treatment Plant and Feasibility Report for a 2.25 MGD Wastewater Treatment Plant Expansion. 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.

ELEMENTS OF SERVICE

This assessment and feasibility report is to enable the City to develop and prioritize design improvements at the Existing Wastewater Treatment Plant (WWTP). This report will maximize the effectiveness of the City's construction budget to meet the highest priority concerns. The WWTP Assessment and Feasibility Report will include the following:

A. Existing WWTP Conditions Assessment:

1. Structural evaluation of existing tanks.
2. Evaluate condition and performance of all existing plant equipment.
3. Obtain "as-built" plans and shop drawings, if available.
4. Obtain existing design plans for all previous work.
5. Site visits with City and Operations personnel to the WWTP to review the equipment and operational procedures being employed under various operating conditions, and review equipment and process for condition assessment.
6. Determine condition and adequacy of existing mechanical, process, piping, and electrical components, and evaluate sizing/operation for WWTP improvements.
7. Interview key operational personnel to obtain their understanding regarding existing problems, procedures used in the past and any recommended improvements.
8. Analyze data gathered in the field, plans, and interviews.

9. Identify and define improvements to be considered for the WWTP.
10. Develop a prioritized list of recommended system improvements to maximize the effectiveness of the City's construction budget to meet the highest priority concerns.
11. Develop budget estimates for the recommended improvements.
12. Prepare report documenting findings and recommendations.

B. WWTP Expansion Assessment:

1. WWTP Expansion location.
2. Analysis for WWTP Expansion.
3. Equalization Basin Consideration.
4. Grit Removal Improvements.
5. Disinfection evaluation.
6. Permanent Belt Press Consideration.
7. Plant expansion recommendations.
8. Develop cost estimates for plant expansion.
9. Prepare report documenting recommendations.

C. WWTP Feasibility Report:

1. The Engineer shall prepare for approval a WWTP Feasibility Report. The Feasibility Report information will consist of preliminary layouts, sketches, recommended plant improvements, recommended final design, recommended plant expansion, and construction costs estimates. The report shall be prepared in sufficient detail so as to: (1) clearly indicate anticipated problems; and (2) recommend alternate solutions to the problems.

D. Meetings and Deliverables

1. Progress review meetings will be scheduled at the following stages:
 - a. Kick-off meeting at Authorization to Proceed.
 - b. 50% completion.
 - c. 90% completion, which is concurrent with submittal of the draft Feasibility Report.
2. Two (2) copies of the draft Feasibility Report for review and comment by the City.
3. Two (2) copies of the final Feasibility Report which includes comments from the draft Feasibility Report.

TIME OF PERFORMANCE

Once we have received a Notice to Proceed, it is estimated that the Conditions Assessment and draft Feasibility Report can be submitted to the City for review within 120 days. The final report can be submitted within two weeks of receiving City comments.

BASIS OF COMPENSATION

For the accomplishment of the above tasks, we propose that our compensation be based on the Agreement dated the 17th day of June, 2004, Per Section 5, Paragraph 5.1.3 "Lump Sum Charge" in the amount of \$130,925.00.

This fee does not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and phone charges). We recommend a budget of \$5,000.00 be set for the actual reimbursable expenses incurred on the project.

When the City moves forward with the final design of the Wastewater Treatment Plant Expansion the fee from this proposal will be deducted out of the future design fee.

ACCEPTANCE AND AUTHORIZATION

If the above Elements of Service, Time of Performance, and Basis of Compensation are satisfactory to you, we will consider your acceptance in the space provided below as our authorization to proceed.

Thank you again for the opportunity to perform these services for you. If you have any questions, please call me at 713.657.6014.

Sincerely,



Mark Havran, PE
Project Manager

WET/mlh

ACCEPTED:

City of La Marque

By: _____

Date: _____



CITY COUNCIL AGENDA FORM

Meeting Date: October 8, 2018

Agenda item: **12a**

Prepared by: Robin Eldridge

Reviewed by: *Charlene Warren*

Department: Mayor & City
Council

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

X

ATTACHMENTS FOR REFERENCE

1. Current vacancies on Boards and Commissions
2. Current applications on file

STAFF BRIEFING:

- There have been a few changes since the last time appointments and reappointments have been on the City Council agenda and a few vacancies have occurred within this time period that are critical to have full boards / commissions present to conduct business.
- There are a few vacant positions still available for appointment or reappointment.
- Highlighted names and terms have expired or will be expiring at the end of this year.
- **BOARD OF ADJUSTMENTS**- District "B" and "D" both have one alternate appointments each
- **BUILDING STANDARDS**- District "D" has one appointment
- **CEMETERY BOARD**- Mayor and District "D" both have one appointment each
- **KEEP LA MARQUE BEAUTIFUL COMMISSION**- Mayor and District "D" both have one appointment each
- **PLANNING & ZONING COMMISSION**-District "B" has one alternate position appointment

HISTORY:

- Historically, appointments are made as vacancies occur (if possible) and as members reach the end of their terms, based on applications on file, and in accordance with Resolution 1032.
- The Ordinance that establishes each Board and Commission requires that the positions be staggered; this is the reason that there are different years for terms ending.



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION: As soon as possible, as to fill each Board or Commission with the number of members required to conduct City business.

SIGNIFICANT ACTION DATES:

Some appointments and reappointments have been made throughout the year, as vacancies have occurred.

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other-appointments/or reappointments to Boards & Commissions | |
| ☒ 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 appointments and/or reappointments to fill various positions of the Boards and Commissions

FISCAL IMPACT: N/A (Boards and Commission members serve without pay)

BOARD OF ADJUSTMENT

BOARD OF ADJUSTMENT- ORD. 953		Appointed	Expires	Appoints
1. Lillian Petty	#11 N. Skimmer	18	19	D
2. David Pennington-Exp.	924 Cypress	18	19	C
3. Herman Harper	102 Union	17	19	A
4. Harold Augustus	1030 Laurel	18	20	M
5. Lois M. Jones	2602 Meadow Lane	17	19	B
ALTERNATES				
1. Helen Kee	3103 Mc Arthur	16	18	D
2. VACANT		18	20	C
Ex-officio- Open				

The Board shall consist of five (5) members who are residents of the City, each to be appointed by the City Council for a term of two years and removable for cause by the appointing authority upon written charges and after public hearing.

The City Council may appoint two (2) alternate members of the Board who shall serve in the absence of one (1) or more of the regular members.

These alternate members, when appointed, shall serve for the same period as the regular members, which are for a term of two (2) years, and any vacancy shall be filled in the same manner, and they shall be subject to removal the same as the regular members.

Each position on the Board shall be given a numerical designation with the designations beginning with the number 1 and ending with the number 5.

The terms of the odd-numbered positions (1, 3 & 5) will expire in odd-numbered years and the terms of even-numbered years (2 & 4) shall expire in even-numbered years. Board members may be appointed to successive terms.

BUILDING STANDARDS COMMISSION

<i>BUILDING STANDARDS COMMISSION ORD. #449</i>		Appointed	Expires	Appoints
Deanie Barrett	2603 Cedar	17	19	C
VACANT (U)		17	19	D
Diane Winston (U)	1501 Colorado	18	19	B
Trina Phillips	1222 Kirsten	18	20	M
Billy Jefferson	89 Borondo Reach	18	20	A
ALTERNATES				
Maggie Manuel	1706 Crockett	18	20	A
Ex-officio- District A				

The Building Standards Commission for the City of La Marque, Texas shall consist of five (5) members to be appointed by City Council; and a number of alternate members not to exceed eight.

Commission members shall serve for two (2) year terms.

(U) Unexpired Term

CEMETERY BOARD

CEMETERY BOARD – ORD. 1033		Appointed	Expires	Appoints
1. Ellen Hanley	1019 Plum	18	20	A
2. Rosalind Meeks Crockett	1302 Merry Lane	18	20	C
3. Kurt Koopman	1004 Lilac	18	20	B
4. Bim Crowder (CHAIR)	401 Texas Avenue	16	18	D
5. VACANT- EXPIRED		15	17	M
Ex-officio- OPEN				

The Cemetery Board for the City of La Marque, Texas shall consist of five (5) members to be appointed by City Council; and one ex-officio member of City Council.

Board members shall serve for two (2) year terms.

KEEP LA MARQUE BEAUTIFUL COMMISSION

<i>KLMBC- ORDINANCE # O-2017-0021</i>		Appointed	Expires	Appoints
1. Kimberly Yancy	2602 Meadow Lane	17	19	B
2. Carlos Flores	509 Wisteria	16	18	D
3. Joe A. Compian	1020 Duroux	17	19	A
4. Terry Pettijohn	41 Borondo Pines	18	20	M
5. Kathy Herrin	56 Borondo Pines	17	19	B
6. David Holmen	605 Sable Terrace Ln.	16	18	M
7. Vivian Allen	816 Howell Ave.	17	19	C
Ex-officio- District D				

All seven (7) Commissioners appointed by the City Council serve two (2) year staggered terms, except that appointment to vacancies shall be for the unexpired term of the position to which the appointment is made.

PLANNING & ZONING COMMISSION

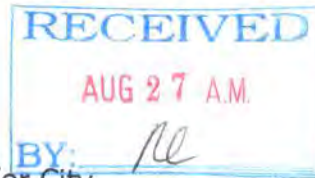
PLANNING & ZONING ORD. # 2014-0023		Appointed	Expires	Appoints
1 Augustino Molis	741 Spoonbill	18	20	A
2 Deanna Bethea	621 Westwood Cir.	18	19	B
3 Greg Cornett	1310 Cedar	17	19	C
4 Hugh Cash	217 Sarlee	18	20	M
5 Jean Gutierrez	1020 Ross Street	17	19	D
ALTERNATES				
#1 Nancy Vidotto	622 Hollingsworth	18	20	A
#2 VACANT (U)		18	20	B
Ex-officio- District C				

The City Council shall appoint a Planning and Zoning Commission which shall consist of five (5) members, each member being a resident and a real property taxpayer of the City of La Marque, and none of whom shall hold any other position in the City Government.

Three members of the **first** Commission shall be appointed for a term of two years and two for a term of one year. Thereafter, new members shall be appointed for a term of two years. Ordinance No. O-2014-0023, allows for City Council to appoint two (2) alternates to the Planning & Zoning Board.

***Alternates** are required to attend and review packets as the regular Commission members. In the case that an alternate is present to make a quorum, in the absence of a member, they will be allowed to vote. If all members are present, alternates votes will not be allowed to vote.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**



City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Board of Adjustments ←

Board Preference 2: Planning and Zoning ←

Name: Stephanie Gordon

Home Address: 105 Lake Road

City: La Marque Zip: 77568 La Marque Resident: 30 yrs

Home Telephone: 4094436711 Home E-mail: gordons765@gmail.com

Profession: Realtor

Special Knowledge or Experience applicable to City Board/Commission function:

Resident for over 30 years in TC/LM
Graduate of LMISD (1989) Real Estate Professional
Also former employee of LMISD 2009-2015

Other Information (Civic Activities):

Galveston County Democrats / Former Precinct
331 Chair

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: Stephanie Gordon

Date: Aug 27, 2018

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD,
LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

ne

MAR 09 AM
2017

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Clean City Commission

Board Preference 2: _____

Name: ISHANIE MOSES

Home Address: 1403 DUBOUX

City: LA MARQUE Zip: 77568 La Marque Resident: 12 yrs

Home Telephone: 409 935 4373 Home E-mail: JMOSES10KESBEGLOBAL.NET

Profession: CHRONIC CONDITION EDUCATOR - THE LOOSE TREE

Special Knowledge or Experience applicable to City Board/Commission function: _____

PAT 1ST SQ. VETERAN, LONG TIME RESIDENT LA MARQUE

Other Information (Civic Activities):

VARIOUS

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: Ishanie Moses

Date: 3-8-17

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD,
LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

2017

APR 05 AM

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Economic Development

Board Preference 2: Clean City

Name: Jennifer Faircloth Earl

Home Address: 1412 Bonham

City: La Marque Zip: 77568 La Marque Resident: 15 yrs

Home Telephone: 409-539-0304 Home E-mail: kyleearl@sbcglobal.net

Profession: Production Manager at Minotemon Press-Bay Area

Special Knowledge or Experience applicable to City Board/Commission function: I have experience of assisting in the running of a business as well as a longtime resident.

Other Information (Civic Activities):

N/A

I verify that the information I have provided on this application to be true and correct. I also acknowledge that this information may be made available to the public.

Signature: Jennifer Faircloth Earl

Date: 4-3-17

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: **Open-Prefer something related to Public Safety or Building/Construction.**

Board Preference 2: _____

Name: **Alan Waters** _____

Home Address: **1 S. Pintail St.** _____

City: La Marque _____ Zip: **77568** _____ La Marque Resident: Yes _____ **yrs 6**

Home Telephone: **(281) 250-4153** _____ Home E-mail: **Al1Pride@AOL.Com** _____

Profession: **Owner of a Modular Building Company** _____

Special Knowledge or Experience applicable to City Board/Commission function: _____
BS Criminology – Former Police Chief – MBA and business owner _____

Other Information (Civic Activities):

Vice Chairman – College of the Mainland. Omega Bay HOA - Secretary _____

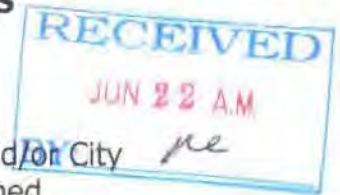
I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: **Alan L. Waters** _____

Date: **May 14, 2018** _____

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD,
LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**



City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Board of Adjustment

Board Preference 2: _____

Name: Charlotte A. Westberg

Home Address: 825 Shady Lane

City: La Marque Zip: 77481 La Marque Resident: ☒ yrs

Home Telephone: 409-935-5167 Home E-mail: _____

Profession: Retired

Special Knowledge or Experience applicable to City Board/Commission function: Member of Team I have been on board, zoning committee

Other Information (Civic Activities):

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: Charlotte A. Westberg

Date: 6-22-2018

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD,
LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

**CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application or any other attached documents may be disclosed in public meetings.

Please type or print information

Board Preference 1: Cemetery Board

Board Preference 2: _____

Name: James C. Crowder Jr (Bim)

Business Home Address: #1401 TEXAS AVE Home 13815 Holland Rd
LAMARQUE, TX TEXAS CITY

City: LAMARQUE Zip: 77568 La Marque Resident: 9 yrs

Home Telephone: cell 409-739-0054 Home E-mail: jc crowder Jr @
Crowder funeral home

Profession: Funeral Director

Special Knowledge or Experience applicable to City Board/Commission function: _____
Funeral Director for 45 years

Other Information (Civic Activities):
Rotary Club of the Mainland La Marque Crime Stopper

I verify that the information I have provided on this application to be true and correct.
I also acknowledge that this information may be made available to the public.

Signature: Jan C Crowder Jr Date: 8/2/2018

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD,
LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.