



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

Councilwoman Casey McAuliffe- District D

OFFICIALLY POSTED ON THE WEB: REVISED 2.8.19 12:15 p.m. DATE: 2.8.19 TIME: 11:30 a.m.

ORDINANCE NO. O-2019-004
RESOLUTION NO. R-2019-004

**CITY OF LA MARQUE
REGULAR CITY COUNCIL
AGENDA
of
February 11, 2019**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Regular Meeting on Monday, February 11, 2019, 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. Presentation Lemonade Day- Gina Spagnola
- (5) CITIZENS PARTICIPATION (Limited to three minutes per person)**

Comments from the public (at this time, any person with city-related business who has signed up may speak to Council (limited to three (3) minutes.) In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.
- (6) CONSENT AGENDA** (All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)
 - a. City Council Meeting Minutes of January 14, 2019.

- b. City Council Workshop Minutes of January 14, 2019.
- c. Discussion/possible action regarding the approval of a three (3) year agreement between the City of La Marque and the La Marque Fire Association beginning October 1, 2018 and ending on September 30, 2021.
- d. Discussion/possible action regarding renewing the contract with Linebarger to assist with Municipal Court revenue collection.
- e. Discussion/possible action regarding the transfer of Lots 10 & 11, Preston Subdivision from the City of La Marque to the La Marque Economic Development Corporation.
- f. Discussion/possible action regarding approval of request for the City of La Marque to waive its liens on properties identified for housing redevelopment stimulated by the La Marque Economic Development Corporation.

(7) PUBLIC HEARINGS

- a. Conduct Public Hearing to hear public input regarding adopting Resolution No. **R-2019-003**, authorizing and creating Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque. *(PUBLIC HEARING HAS REMAINED OPENED SINCE JANUARY 14, 2019 COUNCIL MEETING)*
- b. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-001** amending the fiscal year 2017-18 Budget for General Fund, PIDs, Sanitation Fund, Capital Improvement Fund, Disaster Fund, Debt Service Fund and special (restricted) revenue and related expenditure funds by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A".
- c. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-002**, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code.
- d. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-003**, adopting and imposing impact fees.
- e. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-004**, approving a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, Lots 2 & 3, on behalf of Two Windy Hill Investments.

(8) OLD BUSINESS

- a. Discussion/possible action regarding a proposed Development Agreement between the City of La Marque, Texas and Woodhaven Lakes, Ltd. for Trails at Woodhaven Lakes subdivision, and provide direction to City Manager - Interim City Manager C. Warren (THIS ITEM WAS TABLED FROM THE JANUARY 14, 2019 COUNCIL MEETING)
- b. Discussion/possible action regarding adopting Resolution No. R-2019-003, authorizing and creating the Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque - Finance Director S. Kou (THIS ITEM WAS TABLED FROM THE JANUARY 14, 2019 COUNCIL MEETING)
- c. Discussion/possible action regarding adopting Ordinance No. O-2019-001, amending the fiscal year 2017-18 Budget for General Fund, PIDs, Sanitation Fund, Capital Improvement Fund, Disaster Fund, Debt Service Fund, and special (restricted) revenue and related expenditure funds by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A" - Finance Director S. Kou THIS IS THE SECOND AND FINAL READING
- d. Discussion/possible action regarding adopting Ordinance No. O-2019-002, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code - Interim City Manager C. Warren THIS IS THE SECOND AND FINAL READING
- e. Discussion/possible action regarding adopting Ordinance No. O-2019-003, adopting and imposing impact fees - Interim City Manager C. Warren THIS IS THE SECOND AND FINAL READING
- f. Discussion/possible action regarding adopting Ordinance No. O-2019-004, approving a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, Lots 2 & 3, on behalf of Two Windy Hill Investments - Development Services Coordinator S. Sutton THIS IS THE SECOND AND FINAL READING

(9) NEW BUSINESS

- a. Discussion/possible action regarding restoration of department name to Public Works from Public Services - Interim City Manager C. Warren
- b. Discussion/possible action regarding final selections from the City of La Marque I-45 Corridor Branding and Beautification by Clark Condon Landscape Architects and a TxDOT I-45 expansion update - Public Relations Specialist C. Merritt

(10) AGREEMENTS/CONTRACTS

- a. Discussion/possible action to ratify the agreement dated January 3, 2019 between the La Marque Economic Development Corporation and Resource Planning Associates, LLC (RPA) - Economic Development Corporation Executive Director A. Getty
- b. Discussion/possible action regarding approving Resolution No. R-2019-004, authorizing the City Manager to execute an agreement with Public Agency Retirement Services (PARS) to provide an alternative retirement plan for part-time employees - Finance Director S. Kou

(11) AWARD OF BID

- a. Discussion/possible action regarding the award of bid for construction of CDBG Waterline 2018-2019, LJA Engineering Project No. E019-1001, to JTM Construction, LLC in the amount of \$792,780.00 - Interim Public Works Director D. Shaver

(12) EXECUTIVE SESSION

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

1. Section 551.074 (Personnel Matters) - Discussion of the City Manager position for the City of La Marque

(13) ACTION TAKEN FROM EXECUTIVE SESSION

1. Discussion/possible action regarding the City Manager position for the City of La Marque

(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 February 8, 2019, before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk

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



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**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING MINUTES
OF
January 14, 2019**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, January 14, 2019, 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

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charlene Warren

Robin Eldridge

Ellis Ortego

Interim City Manager

City Clerk

City Attorney

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

(4) PRESENTATIONS/ PROCLAMATIONS

a. Martin Luther King, Jr. Day Proclamation

Mayor Hocking read and presented a Martin Luther King, Jr. Proclamation to La Marque Alumni attendees Nakisha Paul, Sam Marshall and Ron Mullen

(5) CITIZENS PARTICIPATION

1. Richard Chittim, 2404 Newman Road, has concerns about the sewer system. "Every time it rains for at least an hour, hard, you can't flush your toilet and at the end of 2404 and 519 at least five days a week, you can smell a strong sewer smell."

Mayor Hocking replied with a point of information only- that the City has hired an engineering firm to look at all our water and sewer systems, seeking solutions.

(6) CONSENT AGENDA

- a. City Council Meeting Minutes of December 10, 2018
- b. City Council Budget Workshop July 24, 2018
- c. City Council Budget Workshop July 26, 2018



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- d. Discussion/possible action regarding accepting the Quarterly Investment Report for the Third Quarter 2018.
- e. Discussion/possible action regarding adopting Resolution No. **R-2019-001**, for tax assessment and collection services by the Galveston County Assessor/ Collector of taxes.
- f. Discussion/possible action regarding adopting Ordinance No. **O-2019-001** amending the fiscal year 2017-18 Budget for General Fund, PIDs, Sanitation Fund, Capital Improvement Fund, Disaster Fund, and special (restricted) revenue and related expenditure funds by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE FIRST READING**

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

(7) PUBLIC HEARINGS

- a. Conduct Public Hearing to hear public input regarding adopting Resolution No. **R-2019-002**, approving the dissolution of the Public Improvement District No. 3 (Park Meadows) being located within the corporate limits of the City of La Marque.

Mayor Hocking closed the Regular meeting and opened the Public Hearings (s) at 6:07 p.m.

No one spoke.

- b. Conduct Public Hearing to hear public input regarding adopting Resolution No. **R-2019-003**, authorizing and creating Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque.

No one spoke.

- c. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2019-002**, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code.

Sue Darcy of Marsh Darcy Partners approached the podium and began a Power Point presentation providing information on a proposed TIRZ for the Omega Bay citizens. The Power Point answered a few questions that were asked at the previous City Council meeting in regard to the creation of a TIRZ. (Attachment "A") - Other discussion involved several citizens that attended the meeting.



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George Schilter, a resident of Omega Bay approached the and explained that several years ago, he bought his property with the knowledge that he was buying property in a privately-owned subdivision, privately-owned streets and according to the deeds would remain that way but is not opposed to taxpayers paying to fix the roads. “The only problem I do have is that this is the first time I have heard it. Our improvement committee is kind of prudent and we never get anything in writing from them, never get any minutes.” He said that after reviewing his last five years of the tax evaluation on his home, there have been two reductions, and with this in mind he calculated that he would have only contributed pennies towards this increment zone. In speaking to a few of his neighbors, he said that were in the same boat. “I have a huge pothole at the end of my street, and I wonder if I waited until there is enough money in this fund, how long would this be? In the mean-time, who is going to fix the streets and the pot hole at the end of the street? Where is the money going to come from until this fund has enough money to pay for it?” Another concern was of the current ordinance that pertains to the width of the streets and how to work around this issue, and the regulation of golf carts.

Councilmember Michetich said that this was the first step in the direction of creating a TIRZ. Then added that that the roads would stay at the same width and that no one would lose any of their streets nor have to pay anything or receive anything for portions of their streets. Applicable laws pertaining to golf carts would be in effect in Omega Bay, just as any other public street, once the streets and if the streets are made public.

Councilwoman Mc Auliffe said that she had done some research and, in her findings, most of areas that are in TIRZ’s are situated in areas of blight and or in areas in need of redevelopment. A time table, which was said to be close to twenty-five to thirty-years.

First, the streets were surveyed, after looking at five years of tax history, a proposed balance of monies available in this TIRZ (3.1 million to 3.5 million estimated) and a time line was established, the next step is to secure the rights-of-ways, appoint a Board of Directors

- d. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2019-003, adopting and imposing impact fees.

No one spoke.

- e. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2018-0017, waiving registration fees for the rental registration program until



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December 31, 2018 and approval of an updated brochure and registration forms for the rental registration program.

No one spoke.

- f. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2018-0018, accepting the City of La Marque Engineering Design Criteria Manual prepared by ADICO LLC Consulting Engineers.

No one spoke.

- g. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2018-0019, establishing procedures and criteria for appointing members to the Boards and Commissions.

No one spoke.

Mayor Hocking closed the Public Hearings at 7:07 p.m., with the exception of Item 7b, which he stated that the public hearing for this item would remain open until the next City Council meeting on February 11, 2019.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. O-2018-0017, waiving registration fees for the rental registration program until December 31, 2018 and approval of an updated brochure and registration forms for the rental registration program. THIS IS THE SECOND AND FINAL READING

** Councilmember Lane made a motion to adopt Ordinance No. O-2018-0017
** Councilwoman Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.

- b. Discussion/possible action regarding adopting Ordinance No. O-2018-0018, accepting the City of La Marque Engineering Design Criteria Manual prepared by ADICO LLC Consulting Engineers. THIS IS THE SECOND AND FINAL READING

** Councilmember Lane made a motion to adopt Ordinance No. O-2018-0018
** Councilwoman Mc Auliffe seconded. MOTION CARRIED UNANIMOUSLY.

- c. Discussion/possible action regarding adopting Ordinance No. O-2018-0019, establishing procedures and criteria for appointing members to the Boards and Commissions. THIS IS THE SECOND AND FINAL READING



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- ** Councilmember Lane made a motion to adopt Ordinance No. O-2018-0019
- ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY.**

(9) NEW BUSINESS

- a. Discussion/possible action regarding adopting Resolution No. **R-2019-002**, for the dissolution of the Public Improvement District No. 3 (Park Meadows) being located within the corporate limits of the City of La Marque.
 - ** Councilmember Michetich made a motion to adopt Resolution No. R-2019-002 for the dissolution of the Public Improvement District No. 3 (Park Meadows) being located within the corporate limits of the City of La Marque.
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- b. Discussion/possible action regarding a proposed Development Agreement between the City of La Marque, Texas and Woodhaven Lakes, Ltd. for Trails at Woodhaven Lakes subdivision, and provide direction to City Manager.
 - ** Councilmember Michetich made a motion to **table both items 7b and 7c.**
 - ** Councilwoman Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY.**
- c. Discussion/possible action regarding adopting Resolution No. **R-2019-003**, authorizing and creating Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque.
- d. Discussion/possible action regarding adopting Ordinance No. **O-2019-002**, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code. **THIS IS THE FIRST READING**
 - ** Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2019-002.
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- e. Discussion/possible action regarding adopting Ordinance No. **O-2019-003**, adopting and imposing impact fee. **THIS IS THE FIRST READING**
 - ** Councilmember Michetich made a motion to adopt Ordinance No. O-2019-003.
 - ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY.**
- f. Discussion/possible action regarding adopting Ordinance No. **O-2019-004**, approving a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots



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2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, Lots 2 & 3, on behalf of Two Windy Hill Investments. THIS IS THE FIRST READING

- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2018-004.
- ** Councilmember Lane seconded. MOTION CARRIED UNANIMOUSLY.

(10) CONTRACTS

- a. Discussion/possible action regarding awarding LMC Corporation, a Job Order Contract, for the reconstruction and re-roofing of Building “C”, located at 4916 FM 1765, in the amount of \$376,413.32.
 - ** Councilmember Michetich made a motion to award LMC Corporation, a Job Order Contract, for the reconstruction and re-roofing of Building “C”, located at 4916 FM 1765, in the amount of \$376,413.32.
 - ** Councilmember Lane seconded. MOTION CARRIED UNANIMOUSLY.
- b. Discussion/possible action regarding approval of a Change Order for LJA Engineering Project No. E019-1002 to Statewide Services, Inc. to decrease the original bid of \$412,190.00 by 8.79% (\$33,300.00), making a total cost of the project \$378,890.00, with an increase in contract time from approved time extension of 45 calendar days for completion of the project.
 - ** Councilmember Lane made a motion to approve a Change Order for LJA Engineering Project No. E019-1002 to Statewide Services, Inc. to decrease the original bid of \$412,190.00 by 8.79% (\$33,300.00), making a total cost of the project \$378,890.00, with an increase in contract time from approved time extension of 45 calendar days for completion of the project.
 - ** Mayor Pro-Tem Bell seconded. MOTION CARRIED UNANIMOUSLY.

(11) APPOINTMENTS

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

Councilwoman Mc Auliffe appointed Alanah Brown to the Keep La Marque Beautiful Commission. Then appointed Kaleb Smith to the Building Standards Commission.

Mayor Hocking asked all to pray for former Councilmember Clent Brown who is very ill at this time.

(12) EXECUTIVE SESSION



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1. Section 551.071 (Consultation with Attorney) - Discussion of the Development Agreement for Trails at Woodhaven Lakes

Before Mayor Hocking adjourned the Regular Meeting, with the intention of going into the Executive Session, Legal Counsel Derra Purnell of Olson and Olson approached the podium and said that unless City Council had specific questions about the Development Agreement, that it was unnecessary to go into Executive Session. This item was tabled earlier in the meeting. ▲

(13) ACTION TAKEN FROM EXECUTIVE SESSION

1. Discussion/possible action on the Development Agreement for Trails at Woodhaven Lakes- NA

(14) ADJOURNMENT



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**CITY OF LA MARQUE
CITY COUNCIL
WORKSHOP MINUTES
OF
January 14, 2019**

workshop City Council Meeting Minutes of the City of La Marque City Council held on Monday, January 14, 2019, beginning at 4:00 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 4:00 p.m.

(2) ROLL CALL

Bobby Hocking

Keith Bell

Chris Lane

Robert Michetich

Casey Mc Auliffe

Mayor

Mayor Pro-Tem, Councilmember District A

Councilmember, District B

Councilmember, District C

Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charlene Warren

Robin Eldridge

Interim City Manager

City Clerk

(3) NEW BUSINESS

- a. Presentation/discussion given by Clark Condon Associates, Inc. providing architectural designs associated with the proposed improvements for the La Marque I-45 corridor and intersection enhancements and provide direction to City Manager.

Jason Miller, Principal and Partner of Clark Condon and Associates approached the podium and began a power point presentation for which they have been contracted to provide options for architectural designs and intersection enhancements for the La Marque I-45 corridor in conjunction with the TxDOT expansion. The areas discussed were:

- Site Analysis (existing conditions)
- Programming (what TxDOT is providing and what they can do on top of that)
- Corridor Aesthetics (how they can be changed)
- Branding options (translation of our logo and brandings to mesh in with their ideas)
- Budgeting (overall big picture)- partnerships for landscaping

Clark Condon and Associates have provided the same type of services for Texas City, Stafford, Pearland, Sugarland and other areas.



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There are six major intersections that the City will need to take advantage of through the TxDOT improvement, with focus on the north end and south end of the City along that corridor. Several new wayfinding signs have already been identified by TxDOT. It is suggested that there be more wayfinding signage traveling from the south on I-45. It was suggested that on a few of the signs that list Texas City first, that they would list La Marque first. Any changes from 1764 going north has already been let, so any changes proposed would be considered a change order to their contract at this time. Everything south of 1764 is in the design phase. The goal is to get suggestions and plans submitted early, so that TxDOT can incorporate those plans into the construction phase. They are improving the corridor and using what they call the “green-ribbon standard” TxDOT has three different regions: anything going north on I-10 is what they call their “vertical scheme” (based on the Piney Woods); everything going west is based on the Katy-Perry, more “horizontal schemes”; then everything south of Beltway 8 is what they call the “wave scheme” (based on the Gulf- water). They are applying their blue color and waves already. They are redoing the signals, creating detention ponds, illuminating street sings. “We want to have this overlay that will draw attention to La Marque.” The discussion continued with enhancing planting along the corridor, using a different color for traffic signals, utilizing the logo for the City, and he showed and described areas of opportunity in branding and identity enhancements. “The first opportunity to make this your own, is at the 1764 intersection, while Texas City is utilizing their flyover intersection to do that.” Paving scheme and colors, under bridge lighting, two-foot wide curbs are their standards, which is a benefit, but wouldn’t eliminate any damages due to any larger trucks jumping curbs, options for sound walls, MSC panels and enhanced signals were further discussed. Suggestion of concrete instead of crushed- based concrete under the pavers and the costs associated with this was discussed. By using their technique, we can pick out colors at no cost. The key will be to give TXDOT our plans and ideas early. The deadline to submit some of the colors and schemes is by January 30th. Utilizing the La Marque logo and colors and usage of stars was discussed in detail. Incorporating more native landscaping was suggested to set La Marque aside from other cities, and costs associated with the differences discussed. One half to one percent of the road budget is set aside for landscaping. They usually install what they want, so that there is less maintenance, or that the city will enter into a maintenance agreement with them. Economic Development benefits from the beautifully landscaped and maintained landscaping in cities.

Continued coordination through the Public Information Officer Colleen Merritt for recommendations of the enhancements along the I-45 corridor will be taking place within the next few weeks and months. Direction to the Interim City Manager was to continue the discussions and moving forward.



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- b. Presentation/discussion given by ADICO Consulting Engineers regarding proposed upsizing/improvement of the waterline and sanitary sewer system for the I-45 expansion project and provide direction to City Manager.

Randy Liska of Adico Consulting Engineers approached the podium and began by saying that the design engineer for TxDOT has asked for information regarding the city's utility crossings along the I-45 expansion areas within the City limits. TxDOT is paying for the modifying of these crossings, as long as there are no upsizing or modifications required.

"There are three areas that we are looking at to modify what is currently there. In the first area, there is a 24-inch sanitary force main that crosses under I-45 at Bayou Road, which carries the sewage that is being pumped from the 6th Street lift station to the Wastewater Treatment Plant. We are recommending that an additional crossing be placed in the same area as the 24-inch pipe, so that if there is any maintenance required, to that 24-inch pipe, the system could be kept up and running, while the maintenance repairs are being conducted on the other pipe. Then there are two areas on the water line, one at Cedar Drive, an eight-inch crossing under I-45 which has an eight-inch and a six-inch line coming into it on the east side and a ten-inch line coming into it on the west side. We are recommending that the eight-inch be upsized to a twelve-inch for capacity as well as providing system stability in that area. The second area is at FM 519, there is an eight-inch and fourteen-inch at the east side of I-45 going under I-45 we are asking that those two be combined to a 16-inch pipe, which would reduce maintenance as well as provide additional capacity and stability for the system. This will also reduce the amount of pipes underneath I-45 that you have to maintain.

It was asked what would be TxDOT's role, and it was said to be the city's costs, but the state may to pay for a trade out at the last modification. It was asked if the Council could have more information and to continue this discussion at the February meeting. A meeting with TxDOT is scheduled for the 17th of this month, for additional information.

(4) ADJOURNMENT

It was the consensus of Council to adjourn the Workshop 5:28 p.m. **WORKSHOP**
ADJOURNED.

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk



FIRE FIGHTERS COLLECTIVE BARGAINING AGREEMENT

**OCTOBER 1, 2018
THROUGH
SEPTEMBER 30, 2021**

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ARTICLE 1

DEFINITIONS

1. "Agreement" means the Collective Bargaining Agreement negotiated by and between the City of La Marque and the Fire Fighters Union, Local 3282, International Association of Fire Fighters.
2. "Base Pay", means the salary or wages paid to an Employee, excluding longevity pay or any other supplemental pay or compensable benefits.
3. "Chief", means the Fire Chief of the City of La Marque, Texas.
4. "City" means the City of La Marque, Texas.
5. "City Manager" means the City Manager of the City of La Marque, Texas.
6. "Department" means the Fire Department of the City of La Marque, Texas.
7. "Disciplinary Action" means suspension or termination.
8. "Employee" means any non-probationary, sworn, certified, full-time paid employee who regularly serves in a professional fire prevention, suppression and Emergency Medical Service capacity.
9. "Grievance" is defined as a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement, or disciplinary actions taken against an Employee.
10. "Immediate Family" shall be defined in the specific article(s) in which reference to this term is found.
11. "Layoff" means a termination of an employee resulting from a reduction in force.

12. "Probationary Period" means the twelve (12) month period immediately following the date of employment of a Firefighter.
13. "Regular Pay" means the total salary or wages paid to an employee, exclusive of overtime pay, but including longevity pay, certification pay, and any other supplemental pay provided to a Fire Fighter on a recurring basis.
14. "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" and the intentional failure to perform other usual and customary duties), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
15. "Pre-determination" means a hearing is performed when an employee is facing disciplinary action involving suspension, demotion or termination. The employee is afforded a Pre-determination hearing in order to respond to the allegations of misconduct that have been brought against them.
16. "Kelly Day" means a 12 hour shift off without pay every 27 days to minimize the chance of accruing built in overtime.

ARTICLE 2

PURPOSE OF AGREEMENT (OR PREAMBLE)

It is the intent and purpose of this agreement, entering into by and between the City of La Marque, Texas hereinafter referred to as the Employer, and Local No. 3282, International Association of Fire Fighters, hereinafter referred to as the Union, to achieve and maintain harmonious relations between the parties hereto, and to establish proper standards of wages, hours and other conditions of employment in accordance with the Fire and Police Employee Relations Act of Texas (Texas Local Government Code, TLGC 174) and to provide for the equitable and orderly adjustment of differences which may arise during the term of this Agreement.

ARTICLE 3

RECOGNITION

SECTION I

The City of La Marque, Texas recognizes the La Marque Fire Fighters Association, Local 3282, International Association of Fire Fighters, as the sole and exclusive bargaining agent for all Fire Fighters, as that term is defined in Section 3 (l) of TLGC 174, with the sole exception of the Fire Chief. Only all full-time, non-probationary, paid Employees of the department are included in the bargaining unit.

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 4

AUTHORITY AND TERM

SECTION I

The Employer and the Union have, by these presents, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into by the Employer and the Union.

SECTION II

This Agreement shall be effective as of the 1st day of October, 2018, and shall remain in full force and effect through midnight, September 30, 2021.

In the event that a successor Agreement does not take effect on October 1, 2021 this Agreement shall be automatically renewed for a period of up to one (1) year, and may be extended beyond said period only by mutual agreement between the City and the Union.

SECTION III

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 Union to serve written notice of request for Collective Bargaining on the Employer on or before May 31 of each year.

SECTION IV

It shall be the obligation of the Employer and the Union to meet at a reasonable time and confer in good faith within fifteen (15) days following the Employer's receipt of

written notice from the Union requesting a meeting for purposes of Collective Bargaining. Time periods may be extended by mutual agreement between the Employer and the Union.

ARTICLE 5

NON-DISCRIMINATION

SECTION I

The Employer agrees not to discriminate against any Employee for his/her lawful activity in behalf of, or membership in, the Union. The Union agrees that it shall not interfere with, coerce, or intimidate any Employee into joining the Union. The Union and the Employer recognize that no Employee shall be required to join the Union, and that each Employee has the right to exercise their free will as to whether he/she will or will not join the Union.

SECTION II

The parties further agree that there shall be no interference with the free right of any Employee of the City to enter and leave its premises and property unmolested and without harassment. It is understood that the entering and leaving of the Employer's premises shall be for lawful purposes that do not interfere with the efficient functioning of the Employer's affairs.

SECTION III

It is the mutual obligation of the City and the Union to assure that no Employee shall be subjected to any discrimination of non-merit factors inclusive of race, ethnicity, national origin, gender, religion, age, or sexual orientation and/or all other rights protected by applicable state or federal law.

ARTICLE 6

MANAGEMENT RIGHTS

SECTION I

Except as otherwise specifically provided herein, the Management of the City of La Marque shall have direction of the work force, including, but not limited to, the following rights:

- A. The rights to hire, and to determine the selection methods and the qualifications, required of job applicants and new hires to include the establishment and implementation of a Conditions of Employment Agreement and/or Pre-Employment Contract delineating the requirements to become a new Fire Fighter and continued requirements to maintain employment status throughout employee's tenure.
- B. The right to discipline or discharge Employees for proper cause.
- C. The right to lay-off or abolish positions.
- D. The right to make and amend rules and regulations governing Employee conduct and safety.
- E. The right to schedule work, and overtime, together with the right to determine the methods, processes and manner of performing work, and the assignment of work within the department.
- F. The right to determine the size of the work force, and to determine the number of classifications and the number of persons assigned to each classification in the department.
- G. The right to establish and revise work performance measurements and standards.
- H. The right to implement programs to increase the cost effectiveness and efficiency of departmental operations.
- I. To take whatever actions that may be necessary to carry out the mission of the Employer in emergency situations. Emergency situations shall be

defined as exigent conditions, such as hurricanes or other natural or manmade disasters that extend beyond the normal services required by the Fire Department.

- J. To establish and manage the departmental budget.
- K. To determine the specifications, suppliers, and quantity of all supplies, materials and equipment to be acquired by and utilized within the Department.
- L. To enter into mutual fire protection agreements with other governmental entities, whereby fire protection services of the respective entities are provided to each other, and the duties of bargaining unit personnel shall include the performance of such service unless provided otherwise by such fire protection agreement(s).
- M. The right of assignment, reassignment, and/or transfer of all personnel within the fire department.
- N. To establish and modify the mission of the Department.

SECTION II

The above rights are vested exclusively in the Employer, as well as all other non-enumerated rights which the Employer has possessed prior to the implementation of TLGC 174, except for those rights that may be superseded by other provisions of this Agreement, or by provisions of applicable state or federal statutes.

ARTICLE 7

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.

Privileges may be granted or revoked at the discretion of management. Revocation may occur at any time that management determines that the normal operations of the Department, or public sentiment, are adversely affected by the privilege. "Privileges" shall not be revoked in an arbitrary or capricious manner.

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

ARTICLE 8

STRIKES AND LOCKOUTS

The parties hereby recognize that strikes, lockouts, work stoppage, and slowdowns of Fire Fighters are unlawful and are prohibited by law.

ARTICLE 9

WAGES

There shall be a three (3) level rank structure which includes Fire Fighters, Engineers, and Captains.

Effective 10-01-2018

Section I (Base Wages and Ranks)

The base wages in accordance with the following schedule are to become effective the first full pay period in October, 2018. The wages are based on 2756 hours worked annually.

<u>Classification</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Annual</u>
Captain	25.11	5,767.48	69,209.77
Engineer	22.83	5,242.74	62,912.87
Firefighter 36 mo.	20.76	4,767.88	57,214.56
Firefighter 12 mo.	17.23	3,956.65	47,479.82
Firefighter Beginning	16.08	3,691.94	44,303.25

Employees shall receive a COLA adjustment each year effective 10-01-2018 for the duration of this agreement on October 1st based on 2% for 2018, 2.5% for 2019, and 3% for 2020.

SECTION III (STEP UP PAY)

In the event that a firefighter is stepped up to an engineer or an engineer is stepped up to a captain, an increase of \$2.00 per hour shall be given for the duration of the step-up.

SECTION IV (LONGEVITY PAY)

In addition to base wages, the employer shall continue to provide longevity pay in the amount of \$6.00 and based on the same tenure requirements as provided to other non-bargaining unit Employees.

SECTION V (CERTIFICATION PAY)

For the duration of this contract, the employer shall pay, in addition to base wages, monthly amounts as an incentive to achieve certifications which improve the service capabilities within the Fire Department.

The following certifications must be earned, acquired and maintained from the Texas Commission on Fire Protection Standards and Education for the employee to be eligible to receive the following monthly incentive pay:

Fire Fighter Certifications:

Intermediate Fire Fighter	\$100.00/month
Advanced Fire Fighter	\$125.00/month
Master Fire Fighter	\$150.00/month

Inspector Certification:

Basic Inspector	\$ 75.00/month
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Investigation Certification:

Fire Cause & Origin Investigator	\$ 75.00/month
Basic Arson Investigator	\$100.00/month

The following certifications must be earned, acquired and maintained from the State Department of Health Services for the employee to be eligible to receive incentive pay.

Effective April 1, 2014, certification pay for Basic EMT is eliminated for employees hired on or after this date, as the Basic designation is a minimum requirement for employment.

However, any bargaining unit employee already receiving certification pay of \$75.00 for Basic EMT designation as of April 1, 2014, shall continue to receive such certification pay for this category.

Emergency Medical Technician Certifications:

Advance/Intermediate EMT	\$200.00/month
Paramedic EMT	\$500.00/month

Bilingual Certification Pay of \$50.00/month will be paid for personnel that can fluently speak and understand the Spanish language. Test to qualify for pay will be performed be provided by Human Resources.

Certification pay shall not be cumulative within the same certification category unless specifically stated otherwise for that certification category. The employee shall only be paid for the highest certification obtained and maintained within each category unless specifically stated otherwise for that category.

In the event that an Employee's Certification becomes invalid, it shall be the responsibility of the Employee to notify the Chief upon his/her becoming aware of the invalidity, and the Certification pay shall be discontinued as of the date that invalidity occurs.

SECTION VI (EDUCATION PAY)

For the duration of this contract, the employer shall pay, in addition to base wages, monthly amounts as an incentive to achieve advanced education degrees which improve the educational levels within the Fire Department.

To be eligible for any educational pay, the degree must be earned from an accredited college or junior college and an official copy of the transcript placed in the employee's personnel file. Fire Fighters shall be paid for only the highest degree obtained as follows:

Associates Degree	\$ 75.00/month
Bachelors Degree	\$100.00/month
Masters Degree	\$125.00/month

Effective October 1, 2014, 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 VII (ASSISTANT FIRE MARSHALL)

Personnel assigned to this position shall be compensated at the classification of Captain in accordance to the following schedule to be effective the first full pay period in October, 2015.

<u>Hourly</u>	<u>Monthly</u>	<u>Annual</u>
33.27	5,767.48	69,209.77

SECTION VIII (KELLY DAYS)

Effective October 1, 2012, all fire fighters will work on a 27 day work cycle under Section 207(k) of Fair Labor Standards Act. Effective October 2, 2012, each fire fighter shall be scheduled off without pay for thirteen (13) twelve hour K-days (1 Kelly day is to be used every 27 day work cycle) in order to reduce overtime. Scheduling of ± Kelly days will be based on departmental seniority.

SECTION IX (106 HOUR PAY)

Effective first full pay period in October, all fire fighters on the 27 day work period will be paid 106 hours per pay period for the twenty-six pay periods a year.

$$106 \times 26 = 2756 \text{ hours per year worked.}$$

ARTICLE 10

PAYROLL DEDUCTION OF DUES

SECTION I

The Employer agrees to deduct, once each month, dues and assessments in the amount certified to be current by the Treasurer of Local 3282, from the pay of those Fire Fighters who individually request, in writing, that such deductions be made. The amount of the deduction shall not be changed more than one time in a twelve month period.

SECTION II

It is understood that the deduction authorization is completely voluntary, and may be terminated by the Fire Fighter, in writing, at any time. The city shall provide a copy to the Union of any notice received from an Employee requesting cessation of dues deductions. The notice shall be provided at such time as the check is transmitted to the Union for the period to which the deduction would have been applicable.

SECTION III

The Union 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 reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 11

SICK LEAVE

SECTION I

- A. Fire Fighters who have a twenty-four (24) hour work period shall be entitled to a sick day consisting of one (1) twelve (12) hour period of work. When such a Fire Fighter used sick leave, the basis of the time charged shall be two (2) days of sick leave for each twenty-four (24) hour work period.
- B.

Upon separation from the City's employment, other than for disciplinary termination, or the failure of the Employee to provide proper notice, an Employee shall be entitled to receive a maximum of one month's pay (230 hours) for accrued, unused sick leave. The formula for the calculation of such pay shall be the hourly rate of the Employee times 2,756 hours divided by twelve (12). For those Employees who have not accrued 230 hours, he/she shall be paid upon separation for the total number of hours actually accrued at the time of separation.
- C. Employee shall accumulate sick leave at the rate of twelve (12) hours per month to a maximum of 1,378 hours.
- D. Employees who work on a basis other than a twenty-four hour shift shall have their sick leave calculated on a basis that is proportional to the amount of hours worked.

SECTION II

Sick leave is a benefit that is for the sole purpose of providing continuity of wages when an Employee is unable to perform his/her usual and customary job duties due to illness or other conditions that the Employee's physician determines may jeopardize the health of others.

SECTION III

When more than four (4) twelve (12) hour sick days (48 hours) are used consecutively, or when there is other extensive use of sick leave, the Employer may require a doctor's certificate, or other proof of illness, to document that the absence from duty was warranted by a bona-fide illness or injury. A medical release may also be required by the Employer in this instance.

SECTION IV

For purposes of this article, any temporary return to work for less than ten (10) calendar day period within the ninety (90) calendar day period shall not be considered as an interruption of the ninety (90) calendar day period.

SECTION V

When a Fire Fighter is on sick leave, he/she shall not receive other remuneration from any source for the performance of any work.

ARTICLE 12

INJURY LEAVE

SECTION I

On-duty injury benefits shall be covered by applicable state statutes. Absence from duty necessitated as a result of an on-duty injury shall be at regular pay, less the amount of any Workers' Compensation payments to the Employee, for the first twenty-six (26) weeks of absence. The second twenty-six (26) weeks of absence shall be at one-half pay, less the amount of any Workers' Compensation payments. During the second twenty-six (26) weeks, the Employee may, at his/her option, utilize any accrued unused sick leave, compensatory time, or vacation time to offset the one-half day for which the Employee is not being paid at that time.

SECTION II

Any job-related injury sustained by an Employee is to be reported to the Chief or his designee at the earliest opportunity. In no case shall the reporting time exceed twenty-four (24) hours from the time that the injury was sustained.

SECTION III

In addition to the examination and/or treatment by the physician selected by the Employee, and Employee who sustains a job-related injury shall be examined by a physician of the City's choice at the City's expense, upon the request of the City, with reasonable prior notice being given to the Employee, and provided that the Employee's condition does not render him/her unable to report for such examination.

SECTION IV

In the event that an Employee is unable to resume the full scope of his/her usual and customary job duties after the exhaustion of all leave benefits with pay, the Employee shall be placed on leave without pay for a period of time not to exceed ninety (90) calendar days without pay. No additional leave benefits of any kind shall accrue during this period of time.

At the end of said ninety (90) calendar day period, if the Employee is still unable to fully perform his/her usual and customary job duties, the Employer will attempt to place the Employee into any other existing and vacant City job, in another job classification in the City workforce, for which the Employee possesses the requisite skills, knowledge and abilities, and provided that the Employee's condition would not preclude the Employee from the full and regular performance of the job.

Upon mutual agreement between the Employee and the Employer, placement into another job pursuant to this procedure prior to the end of the ninety (90) calendar day period may be accomplished.

SECTION V

For purposes of this Article, any temporary return to work for less than a ten (10) calendar day period within the ninety (90) calendar day period shall not be considered as an interruption of his ninety (90) calendar day period.

SECTION VI

If, within thirty (30) calendar days subsequent to the end of the ninety (90) calendar day period, the Employer has been unable to place the Employee into another job, and the Employee remains unable to resume his/her usual and customary job duties, the Employee shall be automatically terminated. Any Employee so terminated shall be given preferential consideration for re-employment within one (1) calendar year from the date of termination, and if re-employed within one (1) calendar year, the Employee shall also be entitled to the amount of service credit held at the time of his/her termination.

ARTICLE 13

HOLIDAYS

SECTION I

Five and one half (5 1/2) twenty-four hour shifts shall be provided to Fire Fighters each year as holidays.

For the purpose of calculating termination pay for accrued holidays, the following Holidays shall be observed:

<u>HOLIDAY</u>
New Year's Day
Martin Luther King
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
911 Holiday

SECTION II

The actual taking of holidays shall be subject to the approval of the Chief or his designee. Fire Fighters may submit to the Chief a written preference for the dates of their choice. The decision of the Chief or his designee shall be based on staffing and seniority consideration.

Unused, accumulated holiday hours at year end shall be forfeited by the employee.

SECTION III

Unused, accumulated holidays which have not been taken during the calendar year upon separation from service, shall be paid to the Fire Fighter as a part of his/her termination pay upon leaving the City's Employment.

ARTICLE 14

VACATIONS

SECTION 1

Vacation allowances shall be based on the following schedule:

<u>COMPLETED YEARS OF SERVICE</u>	<u>ANNUAL VACATION DAYS</u>
1 through 5	10 days
6 through 10	15 days
11 through 20	20 days
21 and over	25 days

For the purpose of this Article, a day is equal to one (1) twelve (12) hour shift. At any time that a change in number of hours that is-worked in a shift is implemented, the hours of vacation time granted shall be proportionally adjusted.

SECTION II

Accrual of vacation time shall be monthly, and shall commence upon the date of employment. However, during the first year of employment, vacation time shall not be taken until the first anniversary date has been completed.

Only vacation time equivalent to the annual amount allowable based on the Employee's tenure may be taken until the first anniversary year.

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

Departmental seniority 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 Fire Chief.

SECTION III

Upon separation from the City's employment, other than for a disciplinary termination which is upheld, or the failure of the Employee to provide proper notice, an Employee shall be paid for unused vacation time which has been accrued to the date of termination. For purposes of this Article "Proper Notice" shall be the provision of a written notice of separation intentions, that is submitted by the separating Employee to the Chief or his designee at least two (2) calendar weeks prior to the last day of work.

SECTION IV

The City, at its sole discretion, contingent to fund availability at year end, shall have the ability to purchase accumulated vacation time from Employees in excess of 20% of the current year's accruals at the base rate of pay.

ARTICLE 15

RETIREMENT PLAN

Employees in the Fire Department shall continue to participate in the Texas Municipal Retirement Plan in accordance with the statutes of the State of Texas now in effect, or as they may hereafter be amended.

Employees' contribution shall increase to 7% with a 2 – 1 match by the Employer effective January 1, 2016.

ARTICLE 16

DEATH LEAVE

In the event of a death in the immediate family of an Employee, the Employee shall be granted, upon his/her prior written request to the Chief, paid absence from work for any scheduled work time that occurs within four (4) calendar days (ninety-six hours) from the date of death. With the approval of the Chief, submission of the written request may be deferred until the Employee returns to work.

Immediate family shall be defined as spouse, child, parent, grandparent, grandchild, sibling, or sibling of spouse.

ARTICLE 17

COURT LEAVE

When an Employee is subpoenaed by a Court of Law to testify in court on any job-related case or issue, while off duty or on vacation or holiday, he/she shall be compensated at the applicable rate of pay by the Employer.

ARTICLE 18

OVERTIME AND CALLBACK

SECTION I

All hours worked outside an Employee's regular full-time schedule shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay.

SECTION II

Employees who are called to work by proper authority when off duty, shall be guaranteed a minimum of two (2) hours of pay at the rate of his/her regular rate of pay.

SECTION III

Overtime shall be assigned on a fair and equitable basis by the Chief or his designee to the extent permitted while maintaining maximum efficiency of departmental operations.

SECTION IV

In calculating overtime, only hours worked shall be counted in the calculation of overtime pay.

ARTICLE 19

WORKING OUT OF CLASSIFICATION

Any Employee covered by this Agreement who is temporarily assigned by proper authority to a position or rank above that of which he/she normally holds, shall be paid the minimum rate of pay applicable to such higher position of rank during such period. Any Employee temporarily assigned to the rank of Chief by the City Manager, for less than thirty (30) day continuous period, may be exempted from this position.

ARTICLE 20

EMERGENCY MEALS

SECTION I

All Fire Fighters engaged in the performance of Fire Fighting and other emergency work, and who are required to perform such duties away from their normal duty station, shall be furnished meals of sufficient quantity and nutritional value under the following conditions:

- A. When required to perform such work or other duties for four (4) consecutive hours or more.

SECTION II

Such meals shall be promptly furnished to all Fire Fighters to whom the above criteria applies during the time periods specified.

SECTION III

A Payment Card in the amount of \$100.00 will be made available to the on-duty captain whose responsibility will be to purchase and furnish such meals to all entitled Fire Fighters.

ARTICLE 21

HEALTH INSURANCE

SECTION I (MEDICAL AND LIFE INSURANCE BENEFITS)

The Employer shall continue to provide the same level of group medical and life insurance benefits that is provided to other non-bargaining unit Employees. The amount of premium costs for dependent coverage that is paid by Fire Fighters shall be the same as the amount paid by other non-bargaining unit Employees. The Employer shall pay 100% of the employee's insurance coverage including retirees, employed by the City prior to October 1, 2006, until such time as retirees become eligible for Medicare. At the time the retirees becomes eligible for Medicare a supplemental insurance plan paid by the Employer will be provided.

SECTION II (LIABILITY COVERAGE)

Fire Fighters shall be provided with the same liability coverage as all other City Employees who may be covered under the City's overall liability coverage program.

ARTICLE 22

UNIFORMS AND PROTECTIVE EQUIPMENT

SECTION I

Each Fire Fighter shall be furnished three (3) complete Class "B" uniforms upon employment with the Fire Department. They shall be replaced as needed to maintain their completeness throughout the duration of the Fire Fighter's employment.

SECTION II

In addition to a Class "B" uniform each Employee shall be issued up to three (3) Class "C" uniforms as needed a year.

SECTION III

All protective clothing and/or protective devices required by the Texas Commission on Fire Protection for Fire Fighters to use in the performance of their duties shall be provided by the Employer through its funds, donations, or other means. No such clothing and/or equipment shall be worn or used while off duty without the approval of the Chief.

SECTION IV

The Chief shall determine the standards of dress while on duty.

SECTION V

Uniforms that are lost, or that are damaged or destroyed through negligence or failure to adhere to departmental policies, shall be replaced at the expense of the Employee.

SECTION VI

Each member of the Collective Bargaining unit shall be compensated for work boots/shoes. The amount shall not exceed \$125.00 and shall be on an annual basis. The boots/shoes must be approved by the Fire Chief for allocation.

ARTICLE 23

SHIFT EXCHANGE

SECTION I

Employees shall be allowed to trade time with Employees of equal rank or classification, and with Employees of one rank or classification above or below and with prior approval of the Chief or his designee, and provided that the exchange does not interfere with departmental operations, and provided that the City does not incur any additional costs as a result of the shift exchange. A written notice shall be filed with the Chief or his designee by the Employee who is scheduled to work on the shift to be exchanged at least twenty-four (24) hours in advance of the time that the applicable shift begins. Such notice shall contain the signatures of both parties who are involved in the exchange.

SECTION II

The loaner (the employee who agreed to work) remains responsible for coverage of his/her duty assignment and will be required to report for duty. If the loaner is unable to cover that respective shift, is unable to arrange for another time trade, and the loaner defaults on the time trade, the loaner will be charged an equivalent amount of vacation leave for every hour missed for the date of the agreement. A loaner who fails to be present for the duty he/she agreed to may also be subject to loss of shift exchange privileges for failure to report for a period of up to six months.

ARTICLE 24

PERSONNEL REDUCTION

SECTION I

In the event of a personnel reduction, the Employee with the least seniority shall be first to be laid off. Seniority for the purpose of this Article shall be determined by the last date of hire within the Fire Department.

SECTION II

No new Employee shall be hired until the Employee or Employees laid off have been notified by Certified or Registered mail that an opening exists. The mailing of said notice to the latest address on record in the Employee's Personnel File shall be considered as sufficient notice. Within, fifteen (15) days after the City's mailing of such notification, the former Employee(s) that were laid off must execute an official City Employment Application if the Employee desires to become re-employed by the City. Failure to furnish such application to the City shall be construed as a declination of re-employment by the City.

ARTICLE 25

PHYSICAL STANDARDS

SECTION I (INTENT)

It is the intent of the City and the Union to maintain the highest standards of health, safety and physical standards, and to eliminate as much as possible, accidents, injuries, illness and death in the Fire Department. To this endeavor the City and the Association agrees to establish a Joint Labor/Management Committee (Joint Committee) that will consist of three persons appointed by the Association, and three persons appointed by the Fire Chief. This Joint Committee will study and make recommendations to the Fire Chief and the City Manager. The guidelines set out in Section II will be the accepted format for meetings concerning issues of health, safety or physical standards.

SECTION II (HEALTH AND SAFETY COMMITTEE)

- A. The Joint Committee shall meet each month or more often as mutually agreed for the purpose of jointly considering, inspecting, investigating and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of effectively making constructive recommendations with respect thereto.
- B. All matters considered and handled by the Committee shall be reduced to writing and joint minutes of all meetings of the Committee shall be made and maintained and two copies thereof shall be furnished to the Union. Such reports are for internal use only and shall not be disclosed to the public by either the Union or the City. A copy of all such reports or minutes shall be posted by the City at all Fire Stations for at least thirty (30) days.
- C. Time spent in Committee meetings by the Union representatives, on duty, including walk-around time during joint inspections and investigations shall be considered and compensated for as regularly assigned work. Time spent in Committee meetings by the Union representatives while off duty shall not be compensated.

positions in the Department. The Committee's mission shall be to objectively and fairly develop job-related standards that are necessary for each Fire Fighter to possess in order to safely and effectively perform all aspects of his/her usual and customary job duties. These standards should be developed with "IAFF/IAFC Wellness Fitness Initiative" recommendations for fitness and health in mind, but not necessarily identical.

Professional expertise in this specialty area may be obtained by the Committee to assist in the formulation of the Standards. The Standards shall be developed within the term of this agreement after the Committee has been established, and shall then be referred to the City Manager with the Committee's recommendations. The Committee's recommendation shall not be binding on either party except new hires during their probationary period.

- D. The Joint Committee shall have the power to recommend health and safety improvements to the Department Chief, including target dates, where appropriate. In the event the Committee recommendations are not affected by the target dates agreed upon, the Committee has the prerogative to refer its recommendation(s) to the City Manager.
- E. The Union and Management will develop and implement a program to promote the physical fitness of its fire fighters beginning in first quarter of 2019. The program, the goals, and the testing procedures will be developed by the Fire Department Health and Safety Committee. The plan must be reviewed to ensure that it meets all legal requirements and addresses all liability concerns prior to implementation. The program will provide a quarterly testing procedure and the City will pay all fire personnel that pass the procedure, a benefit of \$250.00 per each quarter with a passing score for a maximum benefit for each fire fighter of \$1,000.00 per year. All payments earned in the calendar year for passage of the physical fitness testing will be paid to fire officers on or about December 15th 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.

Employees covered by this contract agree to mandatory annual Biometrics testing and evaluations at a medical facility of their choosing.

SECTION III (HEART CHEST EXAM)

The City agrees to utilize the Joint Committee to develop and recommend elements of a fire department base line physical examination for each member of the Bargaining Unit. Until an agreement can be reached or if no consensus can be reached, a chest X-ray and examination for heart defects once each year and to forward the results to the member upon request.

SECTION IV (PHYSICAL STANDARDS)

The Joint Committee will meet each month or more often as mutually agreed for the purpose of preparing a proposed set of physical standards for all paid non-civilian

ARTICLE 26

MISCELLANEOUS PROVISIONS

SECTION I (TRAINING)

Except for required response to calls for Fire Department services, public services functions, or other necessary duties, only regular house cleaning and maintenance tasks will be performed on the City's recognized holidays and weekends.

Training assignments shall be scheduled during regular work hours. For purposes of this Section, it is understood that regular work hours shall be from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday and 8:00 to 12:00 p.m. Saturday, excluding City recognized holidays. ~~and weekends.~~

The City may deviate from the terms of this Section in cases of emergency or other necessary situations, or by mutual consent of the parties.

SECTION II (COPIES OF CONTRACT)

The City shall provide one (1) copy of this executed Agreement to the Union to each Fire Station.

ARTICLE 27

HOURS OF WORK

SECTION I

The work shift for bargaining unit members assigned to suppression, EMS and operation of Fire Department vehicles shall consist of one twenty-four (24) hour shift on-duty followed by a twenty-four (24) hour off-duty period, twenty-four (24) hour shift on-duty followed by a twenty-four (24) hour off-duty period, twenty-four (24) hour shift on-duty followed by a ninety-six (96) hour off-duty period, unless mutually agreed by the Chief and local La Marque Fire Fighter's Association president. The twenty-four (24) hour work shift shall commence at 7:00 a.m., and shall continue until 7:00 a.m. the following morning for the duration of this agreement.

The City and Bargaining Unit members recognize that the scheduling of Fire Fighters must be done fairly and with consistency. If any individual's schedule is to be altered, unless the employee and Chief agree or it is deemed an emergency, the Chief must give a minimum 48 hours notice to the individual in writing and initialed by both the Chief and writing to the local La Marque Fire Fighter's Association President unless such notice is waived by mutual agreement of the Association President and Chief. The Chief will attempt to arrive at a mutual agreement with the Union on shift changes, if mutual agreement is not possible the changes may not be in an arbitrary, unfair, unreasonable or capricious manner. The Union may file a grievance under Article 30, Dispute Resolution Procedure, to have such action of Chief reviewed. Any disputed shift changes will not go into effect until the grievance procedure has been completed; however, if the grievance has not been resolved within 180 days from the date of the original notice to the association the shift change will become effective on the 181st day and remain in effect unless altered by the outcome of the grievance procedure or by further action by the Chief.

SECTION II

Employees who are assigned by the Fire Chief or his/her designee to a forty (40) hour work week, including those assignments for specialized training or seminars, shall work an eight (8) hour day or a designated work week not exceeding forty hours.

Assignments to a forty (40) hour work week shall not be for the purpose of affecting or changing the normal work shift of Employee assigned to suppression, EMS and operation of Fire Department vehicles as covered in Section I.

SECTION III

Employee(s) assigned by the Fire Chief or his/her designee to relief shift, including, but not limited to working holidays, vacation, sick leave, etc., are excluded from Sections I and II of this Article.

Assignments to relief shift shall not be for the purpose of affecting or changing the normal work shift of those Employees assigned to suppression, EMS, and operation of Fire Department vehicles as covered in Section I.

ARTICLE 28

UNION BUSINESS

SECTION I

The Union President, or one (1) Employee on the Union Bargaining Committee, shall be granted a reasonable amount of time off without loss of pay to engage in bargaining with City representatives, when such sessions are scheduled during working hours.

SECTION II

Paid time off (such as vacations and compensatory time) to which Employees are entitled under this Agreement shall not be denied simply because the Employee intends to utilize such time for the conduct of Union business. This section shall not pre-empt the process for the Approval and Scheduling of such time off as may be covered elsewhere in this Agreement.

SECTION III

The City will allow space for a Union bulletin board, or space on an existing bulletin board, in each Fire Station. Any material that is placed on such board shall be limited to local, state or national announcements, legislative reports, safety bulletins or other related items. No material or any other matter that may be considered degrading or derogatory to the City or any City official will be allowed on the board. The maintenance of the bulletin board or allotted space shall be the responsibility of the Union, and the material that is placed thereon shall be neatly maintained.

SECTION IV

With the prior approval of the Chief or his designee, the President or his designee may be allowed to have reasonable time off from duty to attend to Union business, so long as such time off does not result in a staffing shortage, cause additional staffing costs to the City, or otherwise interfere with the efficient functioning of the Department.

SECTION V

Upon request, any Employee who is required to meet with the Chief relating to a disciplinary matter involving such Employee, shall be entitled to have a Union Representative who is present for such purpose shall not be compensated for the time involved in his/her appearance.

SECTION VI

The Union shall furnish to the City a list of Union Representatives or Officers on each shift.

ARTICLE 29

DISCIPLINARY ACTIONS

SECTION I (CAUSE FOR REMOVAL OR SUSPENSION)

An action prescribing cause for removal or suspension of a Fire Fighter is not valid unless it involves one or more of the following grounds:

- A. Conviction of a felony or other crime involving moral turpitude;
- B. Violations of a municipal charter provision;
- C. Acts of incompetency;
- D. Neglect of duty;
- E. Discourtesy to the public or to a fellow employee while the Fire Fighter is in the line of duty;
- F. Acts showing lack of good moral character;
- G. Drinking intoxicants while on duty or intoxication while off duty;
- H. Conduct prejudicial to good order;
- I. Refusal or neglect to pay just debts;
- J. Absence without leave;
- K. Shirking duty or cowardice at fires; or
- L. Violation of an applicable Fire Department SOG or policy and/or City of La Marque policy, rule or regulations.

SECTION II (DISCIPLINARY SUSPENSIONS)

The Fire Chief may suspend a Fire Fighter under his supervision or jurisdiction for the violation of a contract rule. The suspension may be for a reasonable period not to exceed fifteen (15) calendar days or for an indefinite period. An indefinite suspension is equivalent to dismissal from the department.

If the Fire Chief suspends a Fire Fighter, the Chief shall, within 120 hours after the hour of suspension, file a written statement with the City Manager giving the reasons for the suspension. The Fire Chief shall immediately deliver a copy of the statement in person to the suspended Fire Fighter and the Union.

The copy of the written statement must inform the suspended Fire Fighter and must describe the alleged acts of the person that the Fire Chief contends are in

violation of the contract rules. It is not for the Fire Chief merely to refer to the provisions of the rules alleged to have been violated.

If the Fire Chief does not specifically point out in the written statement the act or acts of the Fire Fighter that allegedly violated the contract rules, the City Manager shall promptly reinstate the person.

If offered by the Fire Chief, the Fire Fighter may agree in writing to voluntarily accept, with no right of appeal, a suspension of sixteen (16) to ninety (90) calendar days for the violation of the contract. The Fire Fighter must accept the offer within five (5) working days after the date the offer is made. If the person refuses the offer and wants to appeal to the City Manager, the person must file a written appeal with the City Manager and the Union within fifteen (15) days after the date the person receives the copy of the written statement of suspension.

In the original written statement and charges and in any hearing conducted under this chapter, the Fire Chief may not complain of an act that occurred earlier than the 180th day preceding the date the Fire Chief suspends the Fire Fighter. If the act, is allegedly related to criminal activity including the violation of federal, state, or local law for which the Fire Fighter is subject to a criminal penalty, the Fire Chief may not complain of an act that is discovered earlier than the 180th day preceding the date the Fire Chief suspends the Fire Fighter. The Fire Chief must allege that the act complained of is related to criminal activity.

A supervisor may relieve a member of their command with pay if immediate action is warranted by the seriousness and nature of the infraction(s), pending a pre-determination hearing. Notification of Administrative Leave and complete documentation surrounding the incident shall be transmitted to the Fire Chief without delay.

SECTION III (DEMOTIONS)

If the Fire Chief wants a Fire Fighter under his/her supervision or jurisdiction to be involuntarily demoted, the Fire Chief may recommend in writing to the City Manager and the Union that the Fire Fighter be demoted.

The Fire Chief must include in his recommendation for demotion the reasons he recommends the demotion and a request that the City Manager order the demotion. The Fire Chief must immediately furnish a copy of the recommendation in person to the affected Fire Fighter.

The City Manager may refuse to grant the request for demotion. If the City Manager believes that probable cause exists for ordering the demotion, the City Manager shall give the Fire Fighter written notice to appear before the City Manager for a hearing at a time and place specified in the notice. The City Manager shall give the notice before the 10th day before the date the hearing will be held.

The Fire Fighter is entitled to a full and complete hearing and the City Manager may not demote a Fire Fighter without the hearing. Should the Fire Fighter wish to appeal the City Manager's decision to a third party arbitrator, the demotion will not become effective unless so ruled by the arbitrator.

A voluntary demotion in which the Fire Fighter has accepted the terms of the demotion in writing is not subject to this section.

SECTION IV (PROCEDURES AFTER FELONY INDICTMENT OR MISDEMEANOR COMPLAINT)

If a Fire Fighter is indicted for a felony or officially charged with the commission of a Class A or B misdemeanor, the Fire Chief may temporarily suspend the Fire Fighter with or without pay for a period not to exceed 30 days after the date of final disposition of the specified felony or indictment or misdemeanor complaint.

The Fire Chief shall notify the suspended Fire Fighter in writing that the person is being temporarily suspended for a specific period with or without pay and that the temporary suspension is not intended to reflect an opinion on the merits of the indictment or complaint.

If the action directly related to the felony indictment or misdemeanor complaint occurred or was discovered on or after the 180th day before the date of the indictment or complaint, the Fire Chief may, within thirty (30) days after the date of final disposition of the indictment or complaint, bring a charge against the Fire Fighter for a violation of contract rules.

A Fire Fighter indicted for a felony or officially charged with the commission of a Class A or B misdemeanor who has also been charged by the Fire Chief with contract violations directly related to the indictment or complaint may delay the hearing before the City Manager for not more than 30 days after the date of the final disposition of the indictment or complaint.

If the Fire Chief temporarily suspends a Fire Fighter under this section and the Fire Fighter is not found guilty of the indictment or complaint in a court jurisdiction, the

Fire Fighter may appeal to the City Manager or to a hearing examiner for recovery of back pay. The City Manager or hearing examiner may award all or part of the back pay or reject the appeal.

Acquittal or dismissal of an indictment or complaint does not mean that a Fire Fighter has not violated contract rules and does not negate the charges that may have been or may be brought against the Fire Fighter by the Fire Chief.

Convictions of a felony is cause for dismissal, and conviction of a Class A or B misdemeanor may be cause for disciplinary action or indefinite suspension.

The Fire Chief may order an indefinite suspension based on an act classified as a felony or a Class A or B misdemeanor after the 180-day period following the dates of the discovery of the act by the department if the Fire Chief considers delay to be necessary to protect a criminal investigation of the Fire Fighter's conduct. If the Fire Chief intends to order an indefinite suspension after the 180-day period, the Fire Chief must file with the attorney general a statement describing the criminal investigation and its objectives within 180 days after the date the act complained of occurred.

SECTION V (PROMOTIONAL PASSOVER)

Unless the Fire Chief has a valid reason for not appointing a Fire Fighter to a promotional position, the Fire Chief shall appoint the eligible promotional candidate having the highest grade on the eligibility list. If the Fire Chief has a valid reason for not appointing the eligible promotional candidate having the highest grade, the Fire Chief shall personally discuss the reason with the person being bypassed before appointing another person. The Fire Chief shall also file the reason in writing with the Union. On application of the bypassed eligible promotional candidate, the reason the Fire Chief did not appoint that person is subjected to review by the City Manager in accordance with Section VI prior to being appealed to the third party hearing examiner.

SECTION VI (APPEAL OF DISCIPLINARY ACTION)

If a suspended Fire Fighter appeals the suspension to the City Manager, the City Manager shall hold a hearing within thirty (30) days after the date it receives notice of appeal. The suspended person and the City Manager may agree to postpone the hearing for a definite period. Failure by the employee to confirm availability for the appeal hearing as proposed by the City Manager, and/or submission of alternate dates

for consideration within ten (1) calendar days will result in forfeiture of all further appeal rights pursuant to this article.

In the hearing conducted under this section, the Fire Chief is restricted to his original written statement and charges, which may not be amended.

The City Manager may not consider evidence that was not presented at the hearing. The City Manager shall render a decision within fifteen (15) days from the date of the hearing.

In the decision, the City Manager shall state whether the suspended Fire Fighter is:

- A. Permanently dismissed from the Fire Department;
- B. Temporarily suspended from the Department; or
- C. Restored to the person's former position or status in the Department's classified service.

If the City Manager finds that the period of disciplinary suspension should be reduced, the City Manager may order a reduction in the period of suspension. If the suspended Fire Fighter is restored to the position or class of service from which the person was suspended, the Fire Fighter is entitled to:

- A. Full compensation for the actual time lost as a result of the suspension at the rate of pay provided for the position or class of service from which the person was suspended; and
- B. Restoration of or credit for any other benefits lost as a result of the suspension, including sick leave, vacation leave, and service credit in a retirement system. Standard payroll deductions, if any, for retirement and other benefits restored shall be made from the compensation paid and the City shall make its standard corresponding contributions, if any, to the retirement system or other applicable benefit system.

The City Manager may suspend or dismiss a Fire Fighter only for violation of the contract rules and only after a finding by the City Manager of the truth of specific charges against the Fire Fighter.

SECTION VII (APPEAL TO THE HEARING EXAMINER)

The letter stating the City Manager's decision issued to a Fire Fighter must state that an appeal to the decision to uphold an indefinite suspension, a suspension, a promotional passover, or a recommended demotion, may be made to an independent third party hearing examiner. The letter must also state that if the Fire Fighter elects to appeal to a hearing examiner, the person waives all rights to appeal to a district court except as provided by this section.

To exercise an appeal to a hearing examiner, the appealing Fire Fighter must submit a written request within thirty (30) days from the date of the letter from the City Manager.

The hearing examiner's decision is final and binding on all parties. If the Fire Fighter decides to appeal to an independent third party hearing examiner, the person automatically waives all rights to appeal to a district court except as provided by this section.

If the appealing Fire Fighter chooses to appeal to a hearing examiner, the Fire Fighter and the Fire Chief or their designee shall first attempt to agree on the selection of a hearing examiner on or within ten (10) days after the date the appeal is filed, the City Manager shall immediately request a list of seven (7) qualified neutral arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service, or their successors in function. The Fire Fighter and the Fire Chief, or their designees, may agree on one of the seven (7) neutral arbitrators on the list. If they do not agree within five (5) working days after the date they received the list, each party or the party's designee shall alternately strike a name from the list and the name remaining is the hearing examiner. The parties or their designees shall agree on the date for the hearing.

The appeal hearing shall begin as soon as the hearing examiner can be scheduled. If the hearing examiner cannot begin the hearing within forty-five (45) calendar days after the date of selection, the Fire Fighter may, within two (2) days after learning of that fact, call for the new selection of a new hearing examiner using the procedure prescribed in the preceding paragraph.

In each hearing conducted under this section, the hearing examiner has the right to issue subpoenas.

In the hearing conducted under this section, the Fire Chief is restricted to his original written statement and charges, which may not be amended.

The Hearing Examiner may not consider evidence that was not presented at the hearing.

In the decision, the hearing examiner shall state whether the suspended Fire Fighter is:

- A. Permanently dismissed from the Fire Department;
- B. Temporarily suspended from the Department; or
- C. Restored to the person's former position or status in the Department's classified service.

If the hearing examiner finds that the period of disciplinary suspension should be reduced, the hearing examiner may order a reduction in the period of suspension. If the suspended Fire Fighter is restored to the position or class of service from which the person was suspended, the Fire Fighter is entitled to:

- A. Full compensation for the actual time lost as a result of the suspension at the rate of pay provided for the position or class of service from which the person was suspended.
- B. Restoration of or credit for any other benefits lost as a result of the suspension, including sick leave, vacation leave, and service credit in a retirement system. Standard payroll deductions, if any, for retirement and other benefits restored shall be made from the compensation paid and the City shall make it standard corresponding contributions, if any, to the retirement system or other applicable benefit system.

The hearing examiner may suspend or dismiss a Fire Fighter only for violation of the contract rules and only after a finding by the arbitrator of the truth of specific charges against the Fire Fighter.

In a hearing conducted under this session, the parties may agree to an expedited hearing procedure. Unless otherwise agreed to by the parties, in an expedited procedure the hearing examiner shall render a decision within ten (10) days after the date of the hearing ended.

In an appeal that does not involve an expedited hearing procedure, the hearing examiner shall make a reasonable effort to render a decision on the appeal within thirty (30) days after the date the hearing ends or briefs are filed. The hearing examiner's inability to meet time requirements imposed by this section does not affect the hearing examiner's jurisdiction, the validity of the disciplinary action, or the hearing examiner's final decision.

The hearing examiner's fees and expenses are shared equally by the appealing Fire Fighter and by the City. The costs of a witness are paid by the party who calls the witness.

A district court may hear an appeal of a hearing examiner's award only on the grounds that the arbitration panel was without jurisdiction or exceeded its jurisdiction or that the order was procured by fraud, collusion, or other unlawful means. An appeal must be brought in the district court having jurisdiction in the City of La Marque.

ARTICLE 30

DISPUTE RESOLUTION PROCEDURE

SECTION I (SCOPE OF PROCEDURE)

The City and the Union agree that a just and equitable method for the resolution of disagreements between the parties regarding the interpretation of the provisions of his Agreement is necessary. Matters involving the interpretations, applications, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subjected to this Article. Any Employee(s) aggrieved by matters involved in dispute resolution shall first seek resolution through this Article.

SECTION II (TIME LIMITS)

The parties shall adhere to the time limits as set forth in this Article. In the event that the Employee or the Union 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 Union 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 Employee is encouraged to attempt to informal solution to impending disputes by verbally apprising his/her immediate supervisor of same as soon as possible. If the dispute is not resolved by the supervisor, or if the Employee chooses to by-pass an informal resolution attempt, he/she shall submit the issue in writing to the Chief within twenty (20) calendar days of the Employee'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 Union, 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) calendar days of the Employee'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 adjustments sought, if any.
- (4) The signature of the Employee.

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

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

In the event that the Committee determines that a valid dispute exists, the Union, representing the aggrieved Employee, 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 the procedure.

STEP 3. If a dispute or grievance is believed to exist, it shall be presented in writing to the City Manager or his designated representative, who shall have ten (10) calendar days to act on the grievance, render a decision, and advise the Union President of that decision in writing.

STEP 4. If the grievance has not been settled at Step 3, the Union shall have ten (10) calendar days from the date that the City Manager notified the President and/or Grievance Committee Chairman of the Union, in which to appeal the grievance to Arbitration for adjustment. An appeal from the Union 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 Union shall attempt to agree within five (5) calendar 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) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the Association. Within five (5) working 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 American Arbitration Association 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 remain 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. 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 or issues 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 issues not submitted to him/her. The Arbitrator shall be limited in any monetary award to not more than sixteen thousand (\$16,000) for each occurrence per Fire Fighter per fiscal year of the City. The decision of the Arbitrator shall be final and binding upon the City and the Union.

The City shall bear the expense of any witnesses called by the City. The Union shall bear the expense of any witnesses called by the Union, 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 Union shall be shared equally the fees attendance at a hearing while on duty. The City and the Union shall share equally the fees and expenses of the Arbitrator.

ARTICLE 31

IMPASSE PROCEDURE

SECTION I

The City and the Union agree that in the event of Impasse, the procedure provided in State Statute 174 TLGC, as may be amended, shall be utilized by the parties.

ARTICLE 32

PROMOTIONAL EXAMINATIONS

SECTION I (PROMOTIONAL EXAMINATION NOTICE)

Before the 90th day before the date a promotional examination is held, the Administrative Assistant/Personnel Director shall post a notice that lists the sources from which the examination questions will be taken.

Before the 30th day before the date a promotional examination is held. The Administrative Assistant/Personnel Director shall post a notice of the examination in plain view on a bulletin board located in the main lobby of the City Hall and in the Administrative Assistant/Personnel Director's office. The notice must show the position to be filled or for which the examination is to be held, and the date, time and place of the examination. The Administrative Assistant/Personnel Director shall also furnish sufficient copies of the notice for posting in the Fire Station.

SECTION II (ELIGIBILITY FOR PROMOTIONAL EXAMINATION)

Each promotional examination is open to each Fire Fighter who at any time has continuously held at least two (2) years a position in the classification that is immediately below in salary, the classification for which the examination is to be held.

If the department has adopted a classification plan that classifies positions on the basis of similarity in duties and responsibilities, each promotional examination is open to each Fire Fighter who has continuously held for at least two (2) years a position at the next lower pay grade, if it exists, in the classification for which the examination is to be held.

If there are not enough Fire Fighters in the next lower position with two (2) years of service in that position to provide an adequate number of persons to take the examination, the City may open the examination to persons in that position with less than two (2) years service. If there is still an insufficient number, the City may open the examination to persons with at least two years' experience in the second lower position, in salary, to the positions for which the examination is held.

If, upon the first examination given, all eligible Fire Fighters fail the exam, the City may open the next examination, for that vacant position(s), to Fire Fighters of the next lower position with two (2) years of service in the next lower classification.

If, upon the second examination, all eligible Fire Fighters fail the exam the City may open the third exam, for that vacant position(s), to include any and all La Marque Fire Department personnel the City determines suitable to accomplish the mission of the Fire Department.

If a Fire Fighter had previously terminated the Fire Fighter's employment with the City and is subsequently re-employed, the Fire Fighter must again meet the two year service requirement for eligibility to take a promotional examination. In determining if a Fire Fighter has met the two-year service requirement, a fire department may not consider service in another fire department.

This section does not prohibit later crossover between classes.

SECTION III (PROMOTIONAL EXAMINATION PROCEDURES)

The City shall hold promotional examinations to provide eligibility lists annually or as needed for each classification in the Fire Department.

Each eligible promotional candidate shall be given an identical examination in the presence of the other eligible promotional candidates.

The examination must be entirely in writing and may not in any part consist of an oral interview.

The examination questions must test the knowledge of the eligible promotional candidates about information and facts and must be based on:

- A. The duties of the position for which the examination is held.
- B. Material that is of reasonably current publications and that has been made reasonably available to each member of the fire department involved in the examination; and
- C. Any study course given by the departmental schools of instruction.

The examination questions must be taken from sources posted as prescribed in Section I of this chapter. Fire Fighters may suggest source materials for examinations.

The examination questions must be prepared and composed so that the grading of the examination can be promptly completed immediately after the examination is over.

The Administrative Assistant/Personnel Director is responsible for the preparation and security of each promotional examination. The fairness of the complete promotional examination is the responsibility of the City and each employee involved in the preparation or administration of the examination.

A person commits an offense if the person knowingly or intentionally:

- A. Reveals a part of a promotional examination to an unauthorized person;
- or
- B. Receives from an authorized or unauthorized person a part of a promotional examination for unfair personal gain or advantage.

An offense under subsection (A) or (B) is a misdemeanor punishable by a fine of no less than \$1,000, confinement in the county jail for not more than one year, or both the fine and the confinement.

SECTION IV (PROMOTIONAL EXAMINATION GRADES)

The grading of each promotional examination shall begin when one eligible promotional candidate completes the examination. As the eligible promotional candidates finish the examination, the examinations shall be graded at the examination location and in the presence of the candidate who wants to remain during grading.

Each Fire Fighter is entitled to receive one point for each year of seniority in that department with a maximum of ten (10) points. A passing grade is required in order for the Fire Fighter to be entitled to receive points for seniority.

The grade must be placed on the eligibility list for each Fire Fighter shall be computed by adding the applicant's points for seniority to the applicant's grade on the written examination. Each applicant's grade on the written examination is based on a maximum grade of 100 points and is determined entirely by the correctness of the applicant's answers to the questions. All applicants who receive a grade of at least seventy (70) points shall be determined to have passed the examination. If a tie score occurs, the City and the Fire Fighter's union shall agree on a method to break the tie.

Each promotional eligibility list remains in existence for one year after the date on which the written examination is given, unless exhausted. At the expiration of the

one-year period, the eligibility list expires and a new examination may be held. All current promotional eligibility lists shall remain in effect until October 1, 2010.

SECTION V (REVIEW AND APPEAL OF PROMOTIONAL EXAMINATIONS)

On request, each eligible promotional candidate is entitled to examine their promotional examination and answers, the examination grading, and the source material for the examination. If dissatisfied, the candidate may appeal, within (5) business days, to the City Manager for review in accordance with this contract. In computing this period, a Saturday, a Sunday, or legal holiday is not considered a business day.

The eligible promotional candidate may not remove the examination or copy a question used in the examination.

SECTION VI (PROMOTIONAL PROBATIONARY PERIOD)

Any Fire Fighter promoted to a higher classification shall serve a six (6) month probationary period undergoing a monthly evaluation performed by the immediate supervisor. The monthly evaluation will be forwarded to the Fire Chief for his approval.

ARTICLE 33

COMPLETE AGREEMENT CLAUSES

SECTION I

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make proposals with respect to all proper subjects of Collective Bargaining, and that all such subjects have been discussed and negotiated upon, and the Agreements herein contained were arrived at after free exercise of such rights and opportunities. Therefore, the EMPLOYER and the UNION, for the term of this Agreement, each voluntarily, and unqualifiedly, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not subject or matter may not have been within the knowledge of contemplations or either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION II

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

SECTION III

Any modifications to this Agreement, including any provision thereof, shall be made in writing and signed by both the EMPLOYER and the UNION before modifications become effective.

SECTION IV

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

SECTION V

If any Article or Section of this Agreement, or any provision thereof, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.

SECTION VI This Agreement shall be binding on the parties hereto and their successor and assigns.

SECTION VII

This Agreement has been executed this ____ day of _____, 20____, in duplicate counterparts, and have been approved by the City Council of the City of La Marque at a meeting held on the ____ day of _____, 20____, and having been approved by the Union membership on the ____ day of _____, 20____.

***** APPROVED *****

FOR THE CITY

Bobby Hocking, Mayor

Keith Bell, Mayor Pro-Tem District A

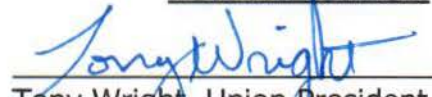
Chris Lane, Councilor District B

Robert Michetich, Councilor District C

Casey McAuliffe, Councilor District D

Charlene Warren
Interim City Manager

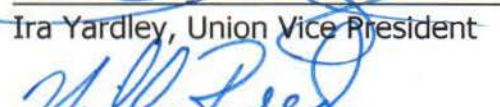
FOR THE UNION



Tony Wright, Union President



Ira Yardley, Union Vice President



William Reed, Secretary/Treasurer

ATTACHMENT 1

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.
2. Appointment of Neutral Arbitrator - As agreed to in basic contract.
3. Initiation of Expedited Arbitrator Proceeding - Cases may be initiated 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 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 Representative.
8. Attendance at Hearing - Persons having 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 persons may attend the hearing.
9. Adjournments - Hearings shall be adjourned by the arbitrator only for good causes, 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.

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 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 Representative.
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9. Adjournments - Hearings shall be adjourned by the arbitrator only for good causes, 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. No 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 proceeding. Normally, the hearing shall be completed within one (1) day. In usual 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 arbitrator 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 Hearing - The arbitrator shall ask whether parties have any further proof to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare the hearing closed.

ATTACHMENT "2"

MEMORANDUM OF UNDERSTANDING

Between

The City of La Marque

And

The International Association of Fire Fighters, Local 3282

ARTICLE 32

APPOINTMENT OF CAPTAINS AND ENGINEERS

- A. This memorandum of understanding, upon execution shall become Appendix "A" to the existing collective bargaining agreement pursuant to Article 33, Sections II and III, and shall become part of the agreement as if specifically set forth therein. It is agreed and understood by both parties to this agreement that the provisions and/or conditions set forth herein are mutually acceptable and beneficial to the City of La Marque, herein after called the City and the International Association of Fire Fighters, Local 3282, herein after called the Union.
- B. The City and Union mutually agree to the following modifications to Article 32, Promotional Examinations, Section II (Eligibility for Promotional Examination), and Article 32, Section III (Promotional Examination Procedures) as it relates only to promotions to the classification of Captain and Engineer. It is agreed and understood that promotions to the classification of Captain and Engineer shall be made by appointment of the Fire Chief as described herein:
 - 1. The Fire Chief may make appointments to the classification of Captain and Engineer in lieu of conducting a promotional examination as otherwise required by Article 32, Section III (Promotional Examination Procedures).
 - 2. Appointment procedures, eligibility criteria, selection methods, and appointment decisions related to the classification of Captain and Engineer shall be established solely by the Fire Chief and shall be exempt from the provisions of Article 32, Section III (Promotional Examination Procedures). When the provisions of this section as it relates to eligibility criteria are in conflict with the provisions of Section B.3 of this MOU this section shall prevail.

3. Eligibility for appointment to the classification of Captain is restricted to those employees in the classification of Fire Fighter or Engineer with not less than forty-eight (48) months of continuous uninterrupted service with the fire department. Eligibility for appointment to the classification of Engineer is restricted to those employees in the classification of Fire Fighter with not less than twenty-four (24) months of continuous uninterrupted service with the fire department.
 4. Individuals appointed to the position of Captain and/or Engineer pursuant to this memorandum of understanding shall serve at the pleasure of the City for twenty-four (24) months from the date of appointment. Individuals reassigned to their previous classification during the first twenty four (24) months following appointment shall not have the right of appeal as otherwise provided for by the collective bargaining agreement and/or applicable city policy.
 5. Individuals involuntarily reassigned from the position of Captain and Engineer after serving in that classification for twenty-four (24) months or longer shall have the right of appeal as provided for by the collective bargaining agreement and/or applicable city policy.
 6. Individuals reassigned from the position of Captain and Engineer shall retain the right to return to their last attained permanent classification within the fire department.
- C. Neither party to this agreement acknowledges precedent, waiver of exclusive interpretation, or the right to pursue remediation regarding other matters not specifically addressed. This agreement is entered into by the parties pursuant to Chapter 174, Fire and Police Employee Relations Act, Texas Local Government Code, which preempts all contrary local ordinances, executive orders, legislation, or rules adopted by the state or by a political subdivision or agent of the state.

IN WITNESS WHEREOF, the parties hereunto set their hand this 25th day of

May, 2018.

CITY OF LA MARQUE, TEXAS

By: 
Carol Buttler, City Manager

IAFF, LOCAL NO. 3282

By: 
Tony Wright, Union President

ATTACHMENT "3"

MEMORANDUM OF UNDERSTANDING

Between

The City of La Marque

And

The International Association of Fire Fighters, Local 3282

ARTICLE 33

CREATION OF ADDITIONAL FIRE FIGHTER POSITIONS

- A. This memorandum of understanding, upon execution shall become Attachment "3" to the collective bargaining agreement pursuant to Article 33, Sections II and III, and shall become part of the agreement as if specifically set forth therein. It is agreed and understood by both parties to this agreement that the provisions and/or conditions set forth herein are mutually acceptable and beneficial to the City of La Marque, herein after called the City and the International Association of Fire Fighters, Local 3282, herein after called the Union.
- B. The City and Union mutually agree to the following stipulations pursuant to Article 33, of the Collective Bargaining Agreement.
 - 1. The City and Union agree to re-open **{non-binding}** negotiations on or before September 30, 2019, to discuss and consider creation and funding for a new classification of Assistant Chief within the Collective Bargaining Agreement as prescribed by Chapter 174, Local Government Code, Police and Fire Collective Bargaining. The negotiations shall be held at a time and date mutually acceptable to both parties.
 - 2. It is mutually agreed and understood that should a classification of Assistant Chief be established within the La Marque Fire Department the determination and establishment of compensation, terms and conditions of employment will be determined solely by the City.
 - 3. The City agrees to create and fund an additional position of EMS Captain (Coordinator) as a full time staff position on or about January 2019.

- C. Neither party to this agreement acknowledges precedent, waiver of exclusive interpretation, or the right to pursue remediation regarding other matters not specifically addressed. This agreement is entered into by the parties pursuant to Chapter 174, Fire and Police Employee Relations Act, Texas Local Government Code, which preempts all contrary local ordinances, executive orders, legislation, or rules adopted by the state or by a political subdivision or agent of the state.

IN WITNESS WHEREOF, the parties hereunto set their hand this _____ day of

_____, 20____.

CITY OF LA MARQUE, TEXAS

IAFF, LOCAL NO. 3282

By: _____
Bobby Hocking, Mayor

By:  _____
Tony Wright, Union President



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Agenda item: 6d

Prepared by: Rosemary Bell

Reviewed by: Charlene Warren

Department: Municipal Court

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding renewing the contract with Linebarger to assist with Municipal Court revenue collection.

X

ATTACHMENTS FOR REFERENCE

1. Proposed Linebarger contract
2. Current Linebarger contract

STAFF BRIEFING:

- Linebarger's contract provides specific legal services to enforce the collection of delinquent court fees and fines of at least six (6) months or older.
- The City's current contract with Linebarger will expire March 12, 2019, but the proposed contract will become effective immediately upon Council approval and remain in effect for a three year period.
- Compensation for their services remains the same at thirty (30) percent of all fines and fees collected by Linebarger.
Court staff would continue to seek collection of new warrants during the first six (6) months after issuance.

HISTORY:

3.12.2016 - Current contract effective date

TARGET IMPLEMENTATION: February 11, 2019

SIGNIFICANT ACTION DATES:

1.11.2016 - City Council approved current contract

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	\$55,000 expenditure, \$55,000 revenue
Actual Bid	N/A
Estimated Expenditure	\$55,000
Acct. Name(s)	Prof. Svcs.; Fines revenue
Line Item #	01-4040-04-00; 01-3400-00-00
Other Fund.	N/A



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve contract renewal with Linebarger to assist with Municipal Court revenue collection services.

FISCAL IMPACT: Fees paid to Linebarger are from fines collected by them; no budgetary impact.

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF GALVESTON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the CITY OF LA MARQUE, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than one hundred eighty (180) days past due as of the effective date hereof and those that become more than one hundred eighty (180) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. The collection fee stated herein does not apply to an offense committed prior to June 18, 2003. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software,

and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

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

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

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

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective February 11, 2019 and shall expire on February 10, 2022 unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional two year period without the necessity of any further action by either party. In the absence of

any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive two-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
The Terrace II
2700 Via Fortuna Drive
Suite 400
Austin, TX 78746

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Office of the City Clerk
1111 Bayou Road
La Marque, TX 77568

7.06 *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the 11th day of February, 2019.

City of La Marque

By: _____
Bobby Hocking
Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill
Capital Partner

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF GALVESTON

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2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than one hundred eighty (180) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained

therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

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

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

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

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective March 12, 2016 (the "Effective Date") and shall expire on March 12, 2019 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for an additional one year period and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

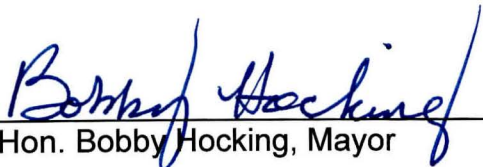
7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of La Marque
City Manager Office
1111 Bayou Rd.
La Marque, Texas 77568

EXECUTED ON the 11th day of January, 2016.

By: 
Hon. Bobby Hocking, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: 
Richard S. Hill, Capital Partner
For the FIRM



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Alex Getty

Department: EDC

Agenda item: 6e

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the transfer of Lots 10 & 11, Preston Subdivision from the City of La Marque to the La Marque Economic Development Corporation.

☒

ATTACHMENTS FOR REFERENCE

1. Warranty Deed
2. GCAD aerial of lots to be transferred

STAFF BRIEFING:

- The goal is for new homes to be built by Bay Area-Houston Habitat for Humanity on these lots.
- New homes will increase the tax value of the lots and hopefully spur additional economic growth and re-development.
- City attorney has prepared the General Warranty Deed.

HISTORY:

- Two lots were transferred from the City to the EDC in 2018 for the same purpose.
- Habitat for Humanity is interested in these two lots as well.

TARGET IMPLEMENTATION: February 11, 2019

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Deed Transfer | |
| ☒ 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 Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to transfer Lots 10 & 11, Preston Subdivision from the City of La Marque to the La Marque Economic Development Corporation.



CITY COUNCIL AGENDA FORM

FISCAL IMPACT: In the short run, the re-development of these lots will increase the tax value of the lots and hopefully spur additional re-development. The full potential impact may not be determined for a number of years.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: _____, 2019

Grantor: CITY OF LA MARQUE, TEXAS

Grantor's Mailing Address: 1111 Bayou Road
La Marque, Texas 77568
Galveston County

Grantee: LA MARQUE ECONOMIC DEVELOPMENT
CORPORATION

Grantee's Mailing Address: 1130 1st Street
La Marque, Texas 77568
Galveston County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) AND
OTHER GOOD AND VALUABLE CONSIDERATION

Property (including any improvements):

Lots 10 and 11, of Preston Subdivision, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 707, Page 68, of the Map Records and transferred to Plat Record 13, Map No. 69, both of the Map Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Any and all mineral reservations, leases, easements, restrictions, conditions, and covenants, if any, affecting the above described property appearing of record in the office of the County Clerk of Galveston County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and

appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

CITY OF LA MARQUE, TEXAS

By: Bobby Hocking, Mayor

ATTEST:

By: Robin Eldridge, City Clerk

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of _____, 2019, by BOBBY HOCKING, as Mayor, and ROBIN ELDRIDGE, as City Clerk of the CITY OF LA MARQUE, TEXAS.

Notary Public, State of Texas



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Alex Getty

Department: EDC

Agenda item: 6f

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approval of request for the City of La Marque to waive its liens on properties identified for housing redevelopment stimulated by the La Marque Economic Development Corporation.

☒ X

ATTACHMENTS FOR REFERENCE

1. Request letter from EDC to Council
2. EDC Regular Meeting Minutes - October 18, 2018
3. EDC Revitalization Meeting Minutes - October 18, 2018
4. EDC Revitalization Meeting Minutes - November 8, 2018

STAFF BRIEFING:

- The goal is for new homes to be built by Bay Area Houston Habitat for Humanity on these lots.
- Specific lots which will be chosen for this redevelopment are to be determined.
- New homes will increase the tax value of the lots and hopefully spur additional economic growth and redevelopment.
- A copy of the letter was submitted to the City Attorney.

HISTORY:

10.18.2018 - EDC joint meeting with Council

TARGET IMPLEMENTATION: February 11, 2019

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Waiver of Liens | |
| ☒ 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



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to approve request for the City of La Marque to waive its liens on properties identified for housing redevelopment stimulated by the La Marque Economic Development Corporation.

FISCAL IMPACT: In the short run, the redevelopment of these lots will increase the tax value of the lots and hopefully spur additional redevelopment. The full potential impact may not be determined for a number of years.

**La Marque Economic
Development Corporation**

**CITY OF
LA MARQUE, TX**
✦ GATEWAY TO THE GULF ✦



December 31, 2018

Mayor Hocking & City Council
1111 Bayou Road
La Marque, Texas 77568

Dear Mayor Hocking & City Council,

The La Marque Economic Development Corporation (EDC) and economic development revitalization committee would like to request that the City of La Marque waive liens for housing redevelopment stimulated by the EDC. As you are aware, the EDC has been working with Council and the ad hoc Lake Road Steering Committee for a number of years to lay the foundation for neighborhood revitalization. In October 2018, the EDC held a joint meeting with Council (minutes enclosed) to further the discussion and look at the current opportunities.

Two housing revitalization opportunities currently exist. First, we have been meeting with Bay Area-Houston Habitat for Humanity (Habitat) off and on for some time. Recently, there has been significant movement in that effort. The EDC and Habitat are now working together on a memorandum of understanding that will make possible the development of eight (8) new homes on Kansas Street. They are also interested in the lot the City owns on Preston Street (R199183). This is very exciting as this partnership will meet many of our revitalization goals and Habitat has an outstanding reputation. Ultimately, this could simply be the first phase in an ongoing effort.

Also, the EDC is working diligently to come to an agreement with Chase Bank and TD Construction to build moderate income housing for first time home buyers on five (5) additional EDC owned lots. This will serve as the first prong of our three-pronged effort. It should be noted that Councilman Michetich played an integral role in bringing Chase Bank and the builder to the table.

1111 Bayou Road • La Marque, TX 77568

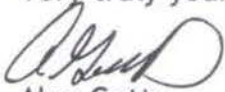


PH: 409.938.9200 • FX: 409.935.0401

On November 8, 2018 the EDC once again held a board meeting and during the revitalization agenda (agenda enclosed) the EDC continued to formulate plans. New business, item b. referred to the second prong, tax foreclosed properties. If plans come to fruition, Chase Bank and TD Construction will tell the EDC which of the tax foreclosed lots meet their criteria and the EDC will submit written offers to Galveston County for those foreclosed lots that are now held in trust by the County. The third prong is working to acquire some of the privately-owned lots where the City has demolished dilapidated structures. Many of these lots continue to be a drain on City resources due to the constant mowing, upkeep and staff time. Therefore, redevelopment of these lots would reverse the flow of assets and bring revenue to the City.

New business, item c. stated, "Discussion/possible action to request the City of La Marque waive liens for housing redevelopment stimulated by the EDC. The item was unanimously approved. This is another opportunity for the City and EDC to work hand in hand towards a common goal. We believe that the three-pronged strategy described above will be beneficial to the City of La Marque and hopefully cause a positive ripple effect. Please give the EDC your thoughts and some direction as to how you would like the EDC to proceed.

Very truly yours,



Alex Getty
Executive Director

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



**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING JOINTLY WITH LA MARQUE CITY COUNCIL
MINUTES
OCTOBER 18, 2018**

AGENDA:

1. CALL TO ORDER
President Ron Crowder called the meeting to order at 8:02 a.m.
2. ROLL CALL

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

ABSENT:
Louis "Mac" McGaffey

OTHER OFFICIALS:
Councilmember Michetich
Councilwoman Mc Auliffe
3. APPROVAL OF MINUTES
 - a. Regular Meeting of September 20, 2018
Board member Smith made a motion to approve. Board member Barrett seconded. Motion passed unanimously.
4. FINANCIAL REPORT
 - a. Presentation of Monthly Financial Report
Financial report stood as submitted.
5. PRESENTATION
 - a. Lesa Hughes; Chase Bank

Councilmember Michetich shared his concerns on several recognized, vacant properties (10-13) that are owned by the City, but not contributing to any tax revenue. He suggested that tax incentives or abatements be considered, when developing/building on them to get them back on the tax rolls. He outlined an available grant opportunity program through Chase Bank, then introduced Lesa Hughes, Senior Home Lender Advisor for Chase Bank. Mrs. Hughes outlined eligibility criteria for the Chase Home-buyer Grant (low to moderate) 1) Earn \$2,500.00 to be used towards a down payment or closing costs; 2) Receive an additional \$500.00 for completing a homebuyer education course; 3) Subject to a credit approval (income/debt ratio)

Further discussion included the introduction of Roger Dickinson of 3-D Home Builders who builds "spec" houses ranging from a minimum of 1200 to 1600 square feet, 3-2, with garages, high quality homes, pricing from \$90 to \$110, per square foot and includes a ten-year warranty. Houses are built to "fit in" with surrounding houses in their current locations, providing raised foundations due to existing drainage. Regional Manager Robert Alcalá was introduced who elaborated on the program and other criteria for the program. Chairman Crowder asked for an informal meeting to be scheduled to discuss this program in more detail.

b. Mark Ciavaglia; Linebarger Goggan Blair & Sampson

Mr. Ciavaglia explained the process of securing foreclosed properties, which is what he specializes in. He helps locate, acquire and get foreclosed and vacant properties back on the tax rolls. He explained the process by which a person can obtain property and the process in which the minimum bids are reduced by fractions of the original cost, after the original sheriff sale.

6. NEW BUSINESS

- a. Discussion/possible action regarding the request from Mayor Bobby Hocking (authorized by City Council) to fund an I-45 enhancement study to address corridor branding and intersection improvements

Board member Hocking referred to a previous meeting with TxDOT and the discussion led to the number of entrances there actually are into the City (5); the extent of enhancements and their location (s); possibility of some grant money being available to help offset the price of these enhancements and intersection improvements. There is a commitment from the City to assist financially in this enhancement study which would address the corridor branding and intersection improvements. A letter of intent would be forthcoming within the next week or so.

Board member Smith made a motion to approve the funding (\$60,000.00) for an enhancement study to address the corridor branding and intersection improvements. Board member Barrett seconded. Motion passed unanimously.

b. Discussion/possible action regarding hiring an audit firm

After a brief discussion, Board member Hocking made a motion to award the RFQ #18-03 (hiring of an auditing firm) to Belt Harris and Pechachek, LLP. Chairman Crowder seconded. Motion passed unanimously.

7. OLD BUSINESS

- a. Discussion/possible action regarding the renovation of 401 Laurel - Mike Bricker & Associates Inc. as general contractor

Bob Randall provided an update of the preliminary costs (\$887,849) involved in the renovation of 401 Laurel in the Renaissance District. After the initial "walk through" several issues surfaced, that couldn't be foreseen initially. The updated cost also included a \$30,000.00 contingency for unknown conditions (structural, façade changes to the entrance and other repairs or additions). A time frame as to beginning and finished product, not including time for the two (2) businesses to set up was said to be seven to nine weeks. Board member Hocking made a

motion to accept the new proposal and move forward with the renovations. Board member Barrett seconded. Motion passed unanimously.

8. DISCUSSION

a. Director's Report - report may include past, present, or future projects
Executive Director had one addition to his report that there were reservations from a prospective lessee at the Highway 3 location, due to the type of business that maybe moving in adjacent to the property.

b. Public Relations Report - report to include an overview of efforts as it pertains public relations
Public Relations Specialist provided her report and reminded all of the Fall Cleanup Event November 3rd; Bayou Fest and Christmas Parade

9. EXECUTIVE SESSION

a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale
There was no Executive Session

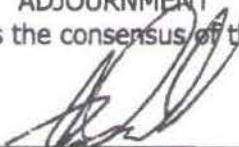
10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

a. Consider land acquisition and or sale

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS - None

12. ADJOURNMENT

It was the consensus of the Board to adjourn at 9:55 a.m.



Ron Crowder, President

Robin Eldridge, TMRC
City Clerk



**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REVITALIZATION MEETING MINUTES
OCTOBER 18, 2018**

AGENDA:

1. **CALL TO ORDER**
President Ron Crowder called the meeting to order at 9:55 a.m.
2. **ROLL CALL**

PRESENT: Ron Crowder, President Gene Smith, Secretary Deanie Barrett Bobby Hocking	ABSENT: Louis "Mac" McGaffey
---	--
3. **APPROVAL OF MINUTES**
 - a. Meeting of September 20, 2018
Board member Smith made a motion to approve the minutes of September 20, 2018. Board member Barrett seconded. Motion passed unanimously.
4. **FINANCIAL REPORT**
 - a. Presentation of Monthly Financial Report
Financial report stood as submitted.
5. **PRESENTATION - None**
6. **NEW BUSINESS**
 - a. Discussion/possible action regarding the letter received from Mayor Hocking (authorized by Council) regarding the transfer of \$1,000,000.00 from the revitalization fund to be used as a match for additional Galveston County Bond funds
Board member Hocking explained that this would bring to total to 3.73 million dollars to be use mostly for road infrastructure (including Bayou, 1st and Kansas streets).
Board member Smith made a motion to approve the transfer of \$1,000,000.00 from the revitalization fund to be used as match for additional Galveston County Bond funds. Board member Barrett seconded. Motion passed unanimously.
 - b. Discussion/possible action regarding Bay Area Houston Habitat for Humanity building on lots currently owned by the EDC on Kansas

After a discussion, it was said that the EDC would donate the lots, and give a donation of \$10,000 per home, Board member Hocking made a motion to

continue working with the Bay Area Habitat for Humanity. Board member Barrett seconded. Motion passed unanimously.

7. OLD BUSINESS - None

8. DISCUSSION

a. Director's Report - report may include past, present, or future projects
Executive Director had no report. Pictures were shown of possible art décor that could be used in the Renaissance District (solar powered)

9. EXECUTIVE SESSION

a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale
There was no executive session.

10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

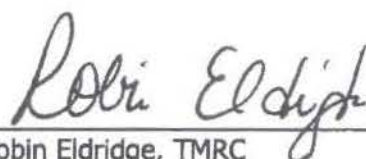
a. Consider land acquisition and or sale- NA

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS – Paul Davis, a retired Director of Economic Development Corporation and City Manager in Pasadena was in attendance and was introduced. A reminder was given that the November meeting will be held a week early on the 8th of November.

12. ADJOURNMENT

The meeting was adjourned at 10:28 a.m.



Ron Crowder, President

Robin Eldridge, TMRC
City Clerk



**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REVITALIZATION SPECIAL MEETING MINUTES
NOVEMBER 8, 2018**

AGENDA:

1. CALL TO ORDER
President Ron Crowder called the meeting to order at 9:49 a.m.
2. ROLL CALL
PRESENT:
Ron Crowder, President
Louis "Mac" McGaffey
Bobby Hocking
Deanie Barrett
ABSENT:
Gene Smith, Secretary
3. APPROVAL OF MINUTES
a. Meeting of October 18, 2018
Board member Hocking made a motion to approve the minutes of October 18, 2018. Board member Barrett seconded. Motion passed unanimously.
4. FINANCIAL REPORT
a. Presentation of Monthly Financial Report
Financial report stood as submitted.
5. PRESENTATION - None
6. NEW BUSINESS
a. Discussion/possible action regarding five (5) EDC owned residential lots
After a brief discussion, Board Member Hocking authorized for Memorandum of Understanding (MOU) to be drawn up between Dickerson Home Builders and the EDC, as well as Habitat for Humanity and the EDC. The MOU's are in regard to the building of homes. Board Member Barrett seconded. Motion passed unanimously.

b. Discussion/possible action regarding tax foreclosed lots presented by Mark Ciavaglia at the October joint meeting
After a brief discussion, Board Member Hocking made a motion to send a written offer to the PIT Board once the EDC receives which lots are desired by the builder. Board Member Barrett seconded. Motion passed unanimously.

c. Discussion/possible action to request the City of La Marque to waive liens for housing redevelopment stimulated by the EDC

After a brief discussion, it was said that the demolition and mowing liens could possibly be waived, but the tax liens could not be waived. Board Member Barrett asked that a letter be drawn up to submit to City Council to ask for this waiver. Board Member Mc Gaffey seconded. Motion passed unanimously.

7. OLD BUSINESS - None

8. DISCUSSION

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

9. EXECUTIVE SESSION

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

There was no executive session.

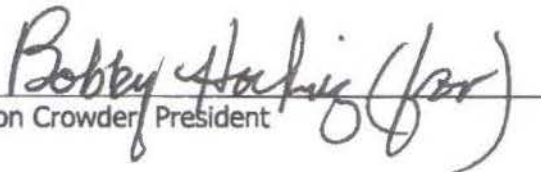
10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

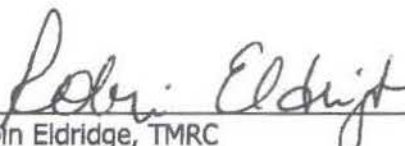
a. Consider land acquisition and or sale- NA

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS - Board Member Hocking reported that the recent Bayou Fest was the most successful one to date.

12. ADJOURNMENT

The meeting was adjourned at 10:02 a.m.


Ron Crowder President


Robin Eldridge, TMRC
City Clerk



**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING JOINTLY WITH LA MARQUE CITY COUNCIL
MINUTES
OCTOBER 18, 2018**

AGENDA:

1. CALL TO ORDER
President Ron Crowder called the meeting to order at 8:02 a.m.
2. ROLL CALL

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

ABSENT:
Louis "Mac" McGaffey

OTHER OFFICIALS:
Councilmember Michetich
Councilwoman Mc Auliffe
3. APPROVAL OF MINUTES
 - a. Regular Meeting of September 20, 2018
Board member Smith made a motion to approve. Board member Barrett seconded. Motion passed unanimously.
4. FINANCIAL REPORT
 - a. Presentation of Monthly Financial Report
Financial report stood as submitted.
5. PRESENTATION
 - a. Lesa Hughes; Chase Bank

Councilmember Michetich shared his concerns on several recognized, vacant properties (10-13) that are owned by the City, but not contributing to any tax revenue. He suggested that tax incentives or abatements be considered, when developing/building on them to get them back on the tax rolls. He outlined an available grant opportunity program through Chase Bank, then introduced Lesa Hughes, Senior Home Lender Advisor for Chase Bank. Mrs. Hughes outlined eligibility criteria for the Chase Home-buyer Grant (low to moderate) 1) Earn \$2,500.00 to be used towards a down payment or closing costs; 2) Receive an additional \$500.00 for completing a homebuyer education course; 3) Subject to a credit approval (income/debt ratio)

Further discussion included the introduction of Roger Dickinson of 3-D Home Builders who builds "spec" houses ranging from a minimum of 1200 to 1600 square feet, 3-2, with garages, high quality homes, pricing from \$90 to \$110, per square foot and includes a ten-year warranty. Houses are built to "fit in" with surrounding houses in their current locations, providing raised foundations due to existing drainage. Regional Manager Robert Alcalá was introduced who elaborated on the program and other criteria for the program. Chairman Crowder asked for an informal meeting to be scheduled to discuss this program in more detail.

b. Mark Ciavaglia; Linebarger Goggan Blair & Sampson

Mr. Ciavaglia explained the process of securing foreclosed properties, which is what he specializes in. He helps locate, acquire and get foreclosed and vacant properties back on the tax rolls. He explained the process by which a person can obtain property and the process in which the minimum bids are reduced by fractions of the original cost, after the original sheriff sale.

6. NEW BUSINESS

- a. Discussion/possible action regarding the request from Mayor Bobby Hocking (authorized by City Council) to fund an I-45 enhancement study to address corridor branding and intersection improvements

Board member Hocking referred to a previous meeting with TxDOT and the discussion led to the number of entrances there actually are into the City (5); the extent of enhancements and their location (s); possibility of some grant money being available to help offset the price of these enhancements and intersection improvements. There is a commitment from the City to assist financially in this enhancement study which would address the corridor branding and intersection improvements. A letter of intent would be forthcoming within the next week or so.

Board member Smith made a motion to approve the funding (\$60,000.00) for an enhancement study to address the corridor branding and intersection improvements. Board member Barrett seconded. Motion passed unanimously.

b. Discussion/possible action regarding hiring an audit firm

After a brief discussion, Board member Hocking made a motion to award the RFQ #18-03 (hiring of an auditing firm) to Belt Harris and Pechachek, LLP. Chairman Crowder seconded. Motion passed unanimously.

7. OLD BUSINESS

- a. Discussion/possible action regarding the renovation of 401 Laurel - Mike Bricker & Associates Inc. as general contractor

Bob Randall provided an update of the preliminary costs (\$887,849) involved in the renovation of 401 Laurel in the Renaissance District. After the initial "walk through" several issues surfaced, that couldn't be foreseen initially. The updated cost also included a \$30,000.00 contingency for unknown conditions (structural, façade changes to the entrance and other repairs or additions). A time frame as to beginning and finished product, not including time for the two (2) businesses to set up was said to be seven to nine weeks. Board member Hocking made a

motion to accept the new proposal and move forward with the renovations. Board member Barrett seconded. Motion passed unanimously.

8. DISCUSSION

a. Director's Report - report may include past, present, or future projects
Executive Director had one addition to his report that there were reservations from a prospective lessee at the Highway 3 location, due to the type of business that maybe moving in adjacent to the property.

b. Public Relations Report - report to include an overview of efforts as it pertains public relations
Public Relations Specialist provided her report and reminded all of the Fall Cleanup Event November 3rd; Bayou Fest and Christmas Parade

9. EXECUTIVE SESSION

a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale
There was no Executive Session

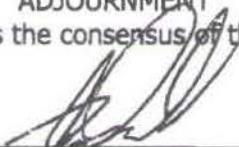
10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

a. Consider land acquisition and or sale

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS - None

12. ADJOURNMENT

It was the consensus of the Board to adjourn at 9:55 a.m.



Ron Crowder, President

Robin Eldridge, TMRC
City Clerk



**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REVITALIZATION MEETING MINUTES
OCTOBER 18, 2018**

AGENDA:

1. **CALL TO ORDER**
President Ron Crowder called the meeting to order at 9:55 a.m.
2. **ROLL CALL**

PRESENT: Ron Crowder, President Gene Smith, Secretary Deanie Barrett Bobby Hocking	ABSENT: Louis "Mac" McGaffey
---	--
3. **APPROVAL OF MINUTES**
 - a. Meeting of September 20, 2018
Board member Smith made a motion to approve the minutes of September 20, 2018. Board member Barrett seconded. Motion passed unanimously.
4. **FINANCIAL REPORT**
 - a. Presentation of Monthly Financial Report
Financial report stood as submitted.
5. **PRESENTATION - None**
6. **NEW BUSINESS**
 - a. Discussion/possible action regarding the letter received from Mayor Hocking (authorized by Council) regarding the transfer of \$1,000,000.00 from the revitalization fund to be used as a match for additional Galveston County Bond funds
Board member Hocking explained that this would bring to total to 3.73 million dollars to be use mostly for road infrastructure (including Bayou, 1st and Kansas streets).
Board member Smith made a motion to approve the transfer of \$1,000,000.00 from the revitalization fund to be used as match for additional Galveston County Bond funds. Board member Barrett seconded. Motion passed unanimously.
 - b. Discussion/possible action regarding Bay Area Houston Habitat for Humanity building on lots currently owned by the EDC on Kansas

After a discussion, it was said that the EDC would donate the lots, and give a donation of \$10,000 per home, Board member Hocking made a motion to

continue working with the Bay Area Habitat for Humanity. Board member Barrett seconded. Motion passed unanimously.

7. OLD BUSINESS - None

8. DISCUSSION

a. Director's Report - report may include past, present, or future projects
Executive Director had no report. Pictures were shown of possible art décor that could be used in the Renaissance District (solar powered)

9. EXECUTIVE SESSION

a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale
There was no executive session.

10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

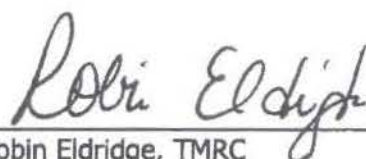
a. Consider land acquisition and or sale- NA

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS – Paul Davis, a retired Director of Economic Development Corporation and City Manager in Pasadena was in attendance and was introduced. A reminder was given that the November meeting will be held a week early on the 8th of November.

12. ADJOURNMENT

The meeting was adjourned at 10:28 a.m.



Ron Crowder, President

Robin Eldridge, TMRC
City Clerk



**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REVITALIZATION SPECIAL MEETING MINUTES
NOVEMBER 8, 2018**

AGENDA:

1. CALL TO ORDER
President Ron Crowder called the meeting to order at 9:49 a.m.
2. ROLL CALL
PRESENT:
Ron Crowder, President
Louis "Mac" McGaffey
Bobby Hocking
Deanie Barrett
ABSENT:
Gene Smith, Secretary
3. APPROVAL OF MINUTES
a. Meeting of October 18, 2018
Board member Hocking made a motion to approve the minutes of October 18, 2018. Board member Barrett seconded. Motion passed unanimously.
4. FINANCIAL REPORT
a. Presentation of Monthly Financial Report
Financial report stood as submitted.
5. PRESENTATION - None
6. NEW BUSINESS
a. Discussion/possible action regarding five (5) EDC owned residential lots
After a brief discussion, Board Member Hocking authorized for Memorandum of Understanding (MOU) to be drawn up between Dickerson Home Builders and the EDC, as well as Habitat for Humanity and the EDC. The MOU's are in regard to the building of homes. Board Member Barrett seconded. Motion passed unanimously.

b. Discussion/possible action regarding tax foreclosed lots presented by Mark Ciavaglia at the October joint meeting
After a brief discussion, Board Member Hocking made a motion to send a written offer to the PIT Board once the EDC receives which lots are desired by the builder. Board Member Barrett seconded. Motion passed unanimously.

c. Discussion/possible action to request the City of La Marque to waive liens for housing redevelopment stimulated by the EDC

After a brief discussion, it was said that the demolition and mowing liens could possibly be waived, but the tax liens could not be waived. Board Member Barrett asked that a letter be drawn up to submit to City Council to ask for this waiver. Board Member Mc Gaffey seconded. Motion passed unanimously.

7. OLD BUSINESS - None

8. DISCUSSION

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

9. EXECUTIVE SESSION

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

There was no executive session.

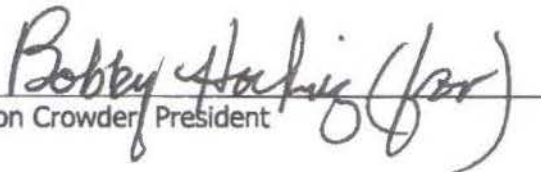
10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

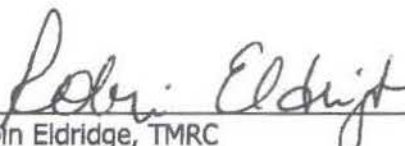
a. Consider land acquisition and or sale- NA

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS - Board Member Hocking reported that the recent Bayou Fest was the most successful one to date.

12. ADJOURNMENT

The meeting was adjourned at 10:02 a.m.


Ron Crowder President


Robin Eldridge, TMRC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Charlene Warren

Department: Administration

Agenda item: 8a

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a proposed Development Agreement between the City of La Marque, Texas and Woodhaven Lakes, Ltd. for Trails at Woodhaven Lakes subdivision, and provide direction to City Manager. (THIS ITEM WAS TABLED FROM THE JANUARY 14, 2019 COUNCIL MEETING)

☒

ATTACHMENT FOR REFERENCE

1. Proposed development agreement - 1/9/2019

STAFF BRIEFING:

- On December 3, 2018, Woodhaven Lakes, Ltd. (developer) submitted to the City Clerk a petition requesting the establishment of a public improvement district to be known as Trails at Woodhaven Lakes.
- Special legal counsel has been working on behalf of the City with the developer to draft terms for a public improvement district development and financing agreement.
- These proposed terms are outlined in the draft agreement and are presented to Council for discussion and to direction to City Manager.
- As of Thursday, February 7, 2019, no updated draft agreement has been received, although in negotiation.
- Staff recommends this item be tabled until March 11, 2019 Council meeting so staff and a Council representative can meet with the developer to discuss the development project.

HISTORY: N/A

TARGET IMPLEMENTATION: Pending terms agreed upon by both parties.

SIGNIFICANT ACTION DATES:

1.14.2019 - Item tabled at Council meeting

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



CITY COUNCIL AGENDA FORM

ACTION:

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

Other Funding	
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STAFF'S RECOMMENDATION: Dependent upon Council's discussion

FISCAL IMPACT: To be determined

**TRAILS AT WOODHAVEN LAKE DEVELOPMENT
AND REIMBURSEMENT AGREEMENT**

BETWEEN

THE CITY OF LA MARQUE, TEXAS

AND

TRAILS AT WOODHAVEN LAKE, LTD.

Dated: _____

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EXHIBITS

- Exhibit A - Concept Plan
- Exhibit B - Public Improvement Project Costs
- Exhibit C - Home Buyer Disclosure Program
- Exhibit D - Form of Payment Certificate
- Exhibit E - Form of Closing Disbursement Request
- Exhibit F - Landowner Consent

THIS TRAILS AT WOODHAVEN LAKES DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2019 (the "Effective Date") by and between TAILS AD WOODHAVEN LAKES, LTD, a Texas limited partnership ("Developer"), and the CITY OF LA MARQUE, TEXAS (the "City"), a home rule municipality. Developer and the City may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, Developer is the owner of 82.02 acres located within the corporate limits of the City of La Marque, Texas, described by metes and bounds and depicted in the attached Exhibit A (the "Developer Land").

WHEREAS, Developer intends to develop Developer's Land into over 200 single family home lots and up to 14 acres of commercial reserves and is willing to advance funds for the costs of certain Public Improvements (defined herein) conditioned on the ability of the City to reimburse Developer for the Public Improvements solely from the Assessments (defined herein) paid by property owners within the PID in accordance with a Service and Assessment Plan (defined herein) as adopted by the City, and amended from time to time or from PID Bond Proceeds (defined herein); and

WHEREAS, in order to incentivize the development of the Developer Land and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Developer Land through the financing of the Public Improvements; and

WHEREAS, in order to finance the Public Improvements, the City Council by the adoption of Resolution No. ____, intends to create the Trails at Woodhaven Lakes Public Improvement District coterminous with the boundaries of the Developer Land (the "PID") in accordance with Chapter 372 Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt the SAP (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the SAP, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds), as more specifically provided for herein and in the SAP; and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds up to a maximum aggregate principal amount of \$12,050,000 for payment or reimbursement of the of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds (defined herein) and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem taxes.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Affiliates” of the Developer means any other person directly or indirectly controlling, or directly or indirectly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Annual Installment” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Assessment Ordinance” means the City’s ordinance approving the SAP and levying Assessments on the benefitted Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements.

“Assessment Account” means that certain City held deposit account wherein Assessment revenues are deposited by the City when collected.

“City” means the City of La Marque, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, applicable to the Development, including a planned development district.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that (i) the construction of the applicable Public Improvement, or portion or segment thereof, as the case may be, benefitting the applicable development Phase of the Property has been substantially completed pursuant to the City’s determination; and (ii) the City has with respect to applicable Public Improvements accepted the respective Public Improvements or segment or portion thereof.

“Concept Plan” means that certain conceptual drawing of the Development set forth on Exhibit A, as may be revised from time to time with the consent of the City.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP.

“Delinquent Collection Costs” is as defined in the SAP.

“Development” means that single family housing and commercial mixed use development to be developed and constructed on the Developer Land within the PID pursuant to Applicable Law.

“Developer” means Trails at Woodhaven Lakes, Ltd., its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements, as set forth in the SAP.

“Developer Land” means the 82.02 acres located within the corporate limits of the City of La Marque, Texas, described by metes and bounds and depicted in Exhibit A.

“Effective Date” means the date set forth in the first paragraph of this Agreement.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (x) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (y) the occurrence of any manpower, material or equipment shortages; or (z) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which the Public Improvements for that lot have been completed.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“Home or Property Buyer Disclosure Program” means the disclosure program, administered by the builders and Developer as set forth in a document in the form of Exhibit C (which form shall not be modified by any Party without the consent of the other party) that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“Impact Fees” means all roadway impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time.

“Indenture” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Landowner Consent” means a consent by the owner(s) of the Property consenting to the formation of the PID and the levy of Assessments in the form attached hereto as Exhibit F

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Phase” means a phase of development of the Project upon which Assessments are to be levied by the City for the reimbursement of the costs of the Public Improvements in that Phase.

“Phase I” means that phase of development consisting of the first 120 lots to be developed within the PID.

“Phase II” means the 121st lot and all subsequent lots to be developed within the PID.

“PID” means the Trails at Woodhaven Lakes Public Improvement District created by the City by pursuant to the PID Act.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means special assessment revenue bonds, in one or more series, issued by the City pursuant to the PID Act for the payment of the Public Improvement Project Costs.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Project Fund” means the fund by that name created under the Indenture into which PID Bond Proceeds shall be deposited.

“Property” means the Developer Land.

“Public Improvement Completion Date” means a date that is no later than eighteen (18) months after Commencement of Construction for the Public Improvements in each phase of development.

“Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the PID Bonds, such date to be no later than nine (9) months after Completion of Construction of the Public Improvements in each Phase, which date may be extended by written agreement of the Developer and the City upon City Council approval.

“Public Improvement Project Costs” means the cost of the Public Improvements set forth in Exhibit B, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to serve the PID, which will include improvements described in Exhibit B. This term does not include (i) any improvements that would not be eligible for reimbursement from PID Bonds, regardless of whether the City chooses to issue PID Bonds for such reimbursements, or (ii) any improvements not specifically included in Exhibit B unless approved by the City.

“Reimbursement Certificate” means a Reimbursement Certificate as set forth in Article VII the form of which is attached as Exhibit D.

“Service and Assessment Plan” or “SAP” means that certain Trails at Woodhaven Lakes Lakes Public Improvement District Service and Assessment Plan and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

ARTICLE II

TRAILS AT WOODHAVEN DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, development of the Property and the issuance of PID Bonds for the financing of the Public Improvements benefitting the Property within the PID.

Section 2.02. Project Overview – Trails at Woodhaven Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, including the Public Improvements. The Development will be as set forth and described in the Concept Plan attached as Exhibit A hereto.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations and Applicable Law.

(c) Upon completion and acceptance by the City and transfer of ownership to the City, the City shall own and maintain all of the Public Improvements.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation. Upon receiving a petition from Developer and holding a public hearing to consider the creation of a public improvement district in accordance with the PID Act, the Trails at Woodhaven Public Improvement District shall be created, at the discretion of the City Council. Developer acknowledges that the City may require at any time an agreement that obligates Developer to fund the costs of the City's professionals relating to the creation of the PID and preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bond Proceeds. [

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of the PID Bonds up to an aggregate principal amount of \$12,050,000 to reimburse or acquire the Public Improvements. The Public Improvements to be constructed reimbursed and funded in connection with the PID Bonds are detailed in Exhibit B, and in the Service and Assessment Plan or any updates thereto. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security.

(b) The Developer shall commence construction on the Public Improvements in the first phase of development within eighteen (18) months of the Effective Date of this Agreement complete all Public Improvements for each phase of development in the PID by the Public Improvement Completion Date.

(c) The issuance of the PID Bonds is subject to the discretion of the City Council and such PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) the maximum aggregate par amount of the PID Bonds shall not exceed \$12,050,000.

(ii) minimum value to lien ratio of at least 3:1 for the land in the applicable phase relating to the series of PID Bonds being issued; such value shall be confirmed by appraisal from licensed MAI appraiser.

(iii) One-hundred twenty (120) lots must be complete and eighty (80) homes must be built or be under construction before the first series of PID Bonds may be issued. In addition, there must be homes built or under construction on at least sixty (60) lots before the second series of PID Bonds may be issued, and in all instances, the issuance of any PID Bonds must be financially feasible and marketable, as determined by the City's financial advisor.

(iv) The lakes, playground, trails, parks, and entry monuments located within the Development being reimbursed must have reached Completion of Construction.

(v) A homeowners association ("HOA") having jurisdiction over all of the developed residential lots must have been formed pursuant to Article VIII herein; including:.

A. Before the first series of PID Bonds are issued, at least 33% of the HOA directors must be homeowners.

B. Before the second series of PID Bonds are issued, at least 66% of the HOA directors must be homeowners.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on the Property in two phases (Phase I and Phase II) in accordance herewith and with the Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) and the Assessment Ordinance on or before such time as PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Developer shall execute and deliver a Landowner Consent in the form attached as Exhibit F for all land owned or controlled by Developer, or otherwise evidence consent to the creation of the PID and the levy of Assessments and shall record evidence and notice of the Assessments in the real property records of Galveston County.

(c) The Developer shall and shall cause the homebuilders to implement the Homebuyer Disclosure Program attached hereto as Exhibit C.

(d) Upon submission of the final plat for each Phase to the City for approval in accordance with the City Regulations, the City agrees to levy Assessments or to cause assessments to be levied upon the benefitted land for the financing of the Public Improvements in amounts so that, subject to the final provisions of the Service and Assessment Plan, (i) an assessment is levied on each single family home lot of approximately \$1,875 per year (which amount shall include an administrative expense component for the payment of the City's costs to administer the PID) and from such Assessment, the Developer shall be reimbursed for the Public

Improvements benefitting such lots, and (ii) an assessment is levied on the commercial acreage per acre sufficient to reimburse Developer for the Public Improvements benefitting the commercial acreage and sufficient to pay the City for the expenses of administering the PID.

Section 3.04. Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within the PID shall occur prior to the City's levy of Assessments unless approved by the City. Upon the sale of property prior to the levy of Assessments, Developer agrees to provide the City with evidence of the transfer and agrees to require the subsequent purchaser to provide a Landowner Consent with respect to the property sold upon the levy of Assessments. The City shall not levy Assessments on property for which it does not receive a Landowner Consent.

ARTICLE IV

DEVELOPMENT

Section 4.01. Compliance with City Standards and Concept Plan. As consideration for the City's obligations under this Agreement and in consideration for the issuance of the PID Bonds, the Developer agrees that the development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all building and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations (as they may be from time to time amended by the City) and the Concept Plan attached as Exhibit A. Any changes to the Concept Plan attached hereto must be approved by the City. Upon approval by the City of an updated Concept Plan, this Agreement shall be deemed amended to include such approved updated Concept Plan.

Section 4.02. Property Acquisition. The Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements.

ARTICLE V

DEVELOPMENT CHARGES

Section 5.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 5.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction

of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 5.03. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.04. Impact Fees. All impact fees associated with the Development shall be paid, pursuant to the City Regulations.

ARTICLE VI

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 6.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations, and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements, or in fee simple title to land to provide for and accommodate the Public Improvements.

(c) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the "all bills paid" affidavits executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(d) Developer agrees to cause the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(e) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(f) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, the rights-of-way and easements necessary for the construction, operation, and maintenance of the road, water, drainage and sewer Public Improvements, at the completion of such Public Improvements and acceptance by the City.

Section 6.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder and the Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit B, shall be paid by the Developer or caused to be paid by the Developer, and reimbursed from the proceeds of PID Bonds, in accordance with the Bond Indenture, or reimbursed from Assessments revenues from Assessments levied pursuant to the terms of this Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officer and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role. The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during

or after construction) except to the extent of the reimbursement of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 6.03. Competitive Bidding. The Public Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. In the event that the Public Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery methods may be utilized by the City as allowed by law. Further, the City may elect to require that all or any part of the construction contracts be let using competitive bidding and/or sealed proposals. The City agrees that Developer may contract with an Affiliate to construct all or any portion of the Public Improvements upon the Developer providing the City with satisfactory evidence, in the City's reasonable discretion, that the Affiliate is qualified to construct such Public Improvements and that the contract amount for such Public Improvements is the fair market price for such work or that such contract will not increase the Assessments to be levied by the City upon the benefitted land.

Section 6.04. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 6.05. Joint Cooperation; Access for Planning and Development.

(a) Cooperation and Timely Response. During the planning, design, development and construction of the Public Improvements, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall use its best efforts to cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 6.06. City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make

any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 6.07. Construction Standards and Inspection. The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with Applicable Law, City Regulations and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 6.08. Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 6.09. Public Improvement Constructed on City Land or the Property. If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 6.10. Additional Requirements. In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City copies (both hard copy and electronic format, to the extent the Developer has both formats), of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (hard copy and electronic format, to the extent the Developer has both formats) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use commercially reasonable efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements.

Section 6.11. Revisions to Scope and Cost of Public Improvements. The Public Improvement Project Costs, as set forth in Exhibit B, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amount as set forth in the SAP. Should the Public Improvements be amended by the City Council in the SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibit attached hereto and shall keep official record of such amendments.

Section 6.12. City Police Powers. The Developer recognizes the authority of the City under its charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. Whenever, in the City's judgment such action is required, the City shall immediately notify the Developer to resolve the situation. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors.

Section 6.13. Title and Mechanic's Liens.

(a) Title; Liens. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer agrees that the Developer will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 6.14. Right of the City to Make Inspection.

(a) At any time, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. The Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

ARTICLE VII

PAYMENT OF PUBLIC IMPROVEMENTS

Section 7.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessment revenues pursuant to this Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds or Assessment revenues available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire the Public Improvements will be sufficient for the construction or reimbursement of all of the Public Improvement Project Costs. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessment revenues, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Fund established under the Indenture or any lack of funds in the Assessment Account to pay or reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs shall be limited to the lower of (i) Actual Costs, or (ii) the available PID Bond proceeds or Assessment revenues available in the Assessment Account and shall be payable solely from amounts on deposit in the Project Fund from the sale of the PID Bonds as provided herein and in the Indenture, or from Assessment revenues collected for the reimbursement or payment of such costs on deposit in the Assessment Account. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available PID Bond proceeds or Assessment revenues.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture or any funds held in the City Assessment Account, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund or the Assessment Account to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund on the Assessment Account to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 7.02. Remaining Funds after Completion of a Public Improvement. If, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative and provided that all Public Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in the Service and Assessment Plan will require an amendment to the SAP. Upon completion of the Public Improvements, any Cost Underrun for any Public Improvement is available to pay Cost Overruns on any other Public Improvement, and may be added to the amount approved for payment in any Reimbursement Certificate, as approved by the City Representative.

Section 7.03. Payment Process for Public Improvements.

(a) Payment from Assessment Revenues

(i) Prior to the issuance of PID Bonds, or in the event the City does not issue PID Bonds, the Public Improvement Project Costs are reimbursable from the proceeds of the Assessments levied within the PID on an annual basis pursuant to a Reimbursement Certificate, the form of which is set forth in Exhibit D. The Developer shall submit a Reimbursement Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs, as approved by the City.

(ii) Prior to the issuance of PID Bonds to reimburse Public Improvement Project Cost, interest on the expenditure of a Public Improvement Project Cost shall accrue from the date of expenditure to the date of repayment, provided, however, interest shall cease to accrue three (3) years from the date of acceptance of the related Public Improvement. Interest shall accrue at the rate provided in the Service and Assessment Plan and shall be subject to Section 372.023 of the Texas Local Government Code, but in no event shall the rate exceed eight percent (8%) per annum.

(b) Payment from PID Bond Proceeds

(i) Upon the issuance of PID Bonds, the City shall authorize reimbursement of the unpaid Public Improvement Project Costs from such PID Bond Proceeds. The Developer shall submit a Reimbursement Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs, as approved by the City. The form of the Reimbursement Certificate is set forth in Exhibit D, as may be modified by the Indenture.

(ii) Upon the issuance of PID Bonds, interest on the Assessments shall accrue at the rate on the Bonds plus $\frac{1}{2}$ of 1%, as authorized by the PID Act and set forth in the SAP. Any interest accruing on Assessments pursuant to (a)(ii) above shall cease upon the issuance of PID Bonds.

(c) Review of Reimbursement Certificates

(i) The City shall review the sufficiency of each Reimbursement Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, City Regulations, the SAP and Plans and Specifications. The City shall review each Reimbursement Certificate within thirty (30) Business Days of receipt thereof and upon approval, payment shall be made to the Developer pursuant to the terms of the Indenture or this Agreement, provided that funds are available. Notwithstanding the foregoing, the City shall review the first Reimbursement Certificate within forty-five (45) business days of receipt thereof. If a Reimbursement Certificate is approved only in part, the City shall specify the extent to which the Reimbursement Certificate is approved and payment for such partially approved Reimbursement Certificate shall be made to the Developer pursuant to the terms of the Indenture or this Agreement, as applicable, provided that funds are available.

(ii) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Reimbursement Certificate, the City shall deliver a detailed notice to the Developer within ten (10) Business Days of receipt thereof, then payment with respect to disputed portion(s) of the Reimbursement Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(iii) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds

may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit E.

Section 7.04. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location within Galveston County that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 5 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE VIII

HOA/POA

Section 8.01. Mandatory Home Owners Association. The Developer will create a mandatory homeowners' association ("HOA") having jurisdiction over the portion of the Developer Land used for single-family homes, which HOA, through its conditions and restrictions filed of record in the property records of Galveston County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, parks, trails, lawns, and any other common improvements or appurtenances as identified on the Concept Plan attached hereto as Exhibit A (the "HOA Maintained Improvements"). Notwithstanding anything to the contrary, the City shall not be responsible for maintenance of any Public Improvement that are not owned by the City, including Public Improvements prior to acceptance by the City.

(a) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvement set forth in Exhibit A, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(b) The Developer will choose all of the initial directors for the HOA, with the exception of one director of the HOA appointed by the Mayor of La Marque.

(c) The director appointed by the Mayor shall be replaced by a homeowner from within the PID within sixty (60) days following the sale of the second series of PID Bonds.

Section 8.02. Mandatory Property Owners' Association.

(a) The Developer will create a mandatory property owners' association ("POA") having jurisdiction over the Developer Land used for commercial purposes, which POA, through its covenants, conditions and restrictions filed of record in the property records of Galveston County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, parks, trails, lawns, and any other common improvements or appurtenances as identified in the Concept Plan attached hereto as Exhibit A, within the Developer Land used for commercial purposes (the "POA Maintained Improvements").

(b) While the Parties anticipate that the POA established to maintain and operate the improvements set forth in Exhibit A will adequately perform such duties, in the event that the City determines that the POA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of applicable deed restrictions and/or applicable City ordinances, the City reserves the right to, at its option, levy an assessment each year equal to the actual costs of operating and maintaining the POA Maintained Improvements. The City agrees that it will not levy such maintenance assessment without first giving the POA written notice of the deficiencies and providing the POA with sixty (60) days in which to cure the deficiencies.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations and Warranties of City. The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 9.02. Representations and Warranties of Developer. The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Texas limited partnership validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform

its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(f) Ownership. The Developer represents that it is the sole owners of the Property within the PID, on the Effective Date of this Agreement and will be the sole at the time of the levy of Assessments. Notwithstanding the foregoing, the Developer may transfer a portion of the Property provided it complies with the provisions of Section 3.04 herein.

(g) The Developer has sufficient capital to perform its obligations under this Agreement and will commence construction of the Public Improvements within eighteen (18) months of the Effective Date of this Agreement and shall commence construction of the Project within twenty-four (24) months of the Effective Date of this Agreement.

ARTICLE X

TERMINATION EVENTS

Section 10.01. Developer Termination Events. The Developer may terminate this Agreement if the City does not either (i) sell PID Bonds by the Public Improvement Financing Date or (ii) levy Assessments pursuant to this Agreement.

Section 10.02. City Termination Events.

(a) The City may terminate this Agreement if the City determines both (i) not to issue PID Bonds to fund the construction of the Public Improvements, and (ii) not to levy Assessments.

(b) The City may terminate this Agreement, upon an Event of Default by the Developer pursuant to Article XII herein.

(c) The City may terminate this Agreement if Commencement of Construction on the Public Improvements in Phase I has not occurred within [eighteen (18) months] of the Effective Date of this Agreement.

(d) The City may terminate this Agreement with respect to Phase I if Completion of Construction on the Public Improvements in Phase I within eighteen (18) months of Commencement of Construction.

(e) The City may terminate this Agreement with respect to Phase II if Completion of Construction on the Public Improvements in Phase II has not occurred within eighteen (18) months of Commencement of Construction.

(f) The City may terminate this Agreement with respect to phase II if Commencement of Construction on the Public Improvements in Phase II has not occurred within [thirty-six (36) months] of the Effective Date of this Agreement.

(g) The City may terminate this Agreement if the Developer fails to comply with any requirement of Sections 6.13, 8.01, 8.02 or 14.24 and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer.

Section 10.03. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Reimbursement Certificate and approved by the City, shall still be subject to reimbursement.

ARTICLE XI

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of 30 years from Effective Date, (ii) the date on which the City and the Developer discharge all of their obligations hereunder, including (a) the Public Improvements have been completed and the City has accepted all of the Public Improvements and (b) the PID Bond Proceeds have been expended for the reimbursement of the Public Improvements and the Developer has been reimbursed for completed and accepted Public Improvements as set forth in the Service and Assessment Plan or all Assessments have been collected and the portion thereof collected for Public Improvement Project Costs and any applicable interest, have been paid to the Developer, (iii) an event of default under Article XII, or (iv) the occurrence of a termination event under Article X.

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.01. Developer Default. Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions and Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within thirty (30) days; or

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 12.02. City's Remedies. With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 12.03. City Default. Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) days after written notice thereof is given by the Developer to the City.

Section 12.04. Developer's Remedies. Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

Section 12.01. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 12.01(f) above). Except with respect to cure periods set forth in 12.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or thirty (30) days in the case of a monetary default), with completion of performance within sixty (60) days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

ARTICLE XIII

INSURANCE, INDEMNIFICATION AND RELEASE

Section 13.01. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 13.02. Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 13.03. Additional Insured Status. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 13.04. Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 13.05. Carriers. All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 13.06. INDEMNIFICATION. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER, SUCCESSORS OR PERMITTED ASSIGNEE AND/OR AFFILIATES (TOGETHER, THE "DEVELOPER PARTIES") PURSUANT TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE DEVELOPER PARTIES, DO HEREBY INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF

INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE DEVELOPER PARTIES' BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE DEVELOPER PARTIES ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, OR LICENSEES, IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CITY AND DEVELOPER PARTIES, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, DEVELOPER PARTIES, AS APPLICABLE, SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT DEVELOPER PARTIES' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING THE FOREGOING, THE DEVELOPER PARTIES SHALL BE RELEASED UPON THE ASSIGNMENT OF THIS AGREEMENT TO ANY PERMITTED THIRD-PARTY ASSIGNEE FOR CLAIMS ARISING SUBSEQUENT TO THE ASSIGNMENT TO SUCH THIRD-PARTY ASSIGNEE, AND THE CITY SHALL SEEK INDEMNIFICATION FROM THE THIRD-PARTY ASSIGNEE.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01. Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	Attn: City Manager
	City of La Marque
	1111 Bayou Road
	La Marque, TX 77658

with a copy to:

Facsimile:
Telephone:
Attention:

To the Developer:

Facsimile:
Telephone:
Attention:

with a copy to:

Facsimile:
Telephone:
Attention:

Section 14.02. Make-Whole Provision. If the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City’s financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which the PID Bonds are issued, and shall notify the Developer of the total amount due prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer..

Section 14.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate pursuant to Section 6.03 herein. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Representative, which consent shall not be

unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Representative. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement.

Section 14.04. Table of Contents; Titles and Headings. The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 14.05. Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 14.06. Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 14.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 14.08. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 14.09. No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 14.10. Notice of Assignment. Developer shall not transfer the prior to the levy of Assessments except as set forth in Section 3.04 herein. Subject to Section 14.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the Notice must be signed by a duly authorized person representing the Developer.

Section 14.11. No Joint Venture. Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 14.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default.

Section 14.13. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 14.14. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 14.15. Exhibits. All exhibits to this Agreement and documents referenced by this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 14.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 14.17. No Acceleration. Amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 14.18. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments.

Section 14.19. No Reduction of Assessments. Following the issuance of the PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 14.20. Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 14.21. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 14.22. Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Galveston County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 14.23. Conflict. In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls, except that in all cases, Applicable Law shall control.

Section 14.24. Rental Prohibited. The homebuilders within the District will be prohibited from renting the homes to future residents or other tenants. However, they will be allowed to sell and rent back any homes they plan to use as model homes, sales offices, or construction

offices. Further, the Developer agrees not to rent the homes within the District to future residents or other tenants.

Section 14.25. Sole Source: No Appropriation of Funds. Developer acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Developer acknowledges that the only source of funds for payment under this Agreement is from Assessments on lots and commercial tracts within the District, including bonds secured by those Assessments.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

CITY OF LA MARQUE, TEXAS

ATTEST:

Robin Eldridge, City Clerk

By: _____
Bobby Hocking, Mayor

DEVELOPER:

EXHIBIT A
CONCEPT PLAN

EXHIBIT B
PUBLIC IMPROVEMENT PROJECT COSTS

EXHIBIT C

HOME BUYER DISCLOSURE PROGRAM

The Assessment Company (as defined in the Service and Assessment Plan) for the Iron Horse Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer and the Assessment Company shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT D

FORM OF REIMBURSEMENT CERTIFICATE

REIMBURSEMENT CERTIFICATE NO. ____

Reference is made to that certain [Development Agreement and Reimbursement Agreement between the City and Trails at Woodhaven Lakes, Ltd. (the “Agreement”)/Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”)] relating to the [Trails at Woodhaven Lakes Development/ “City of La Marque, Texas, Special Assessment Revenue Bonds, Series 20__ (Trails at Woodhaven Lakes Public Improvement District Project)” (the “Bonds”).] Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the [Agreement/Indenture]. _____ a Texas limited liability company (the “Developer”) requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

_____ the Developer Improvement Account of the Project Fund

_____ the Assessment Account

from [_____ (the “Trustee”)/the City of La Marque], in the amount of _____ (\$ _____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Trails at Woodhaven Lakes Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Agreement, [the Indenture], and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Trails at Woodhaven Lakes Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the [Indenture] and the Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost of Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account (Bond Proceeds)	Amount request to be paid from City Assessment Account (Assessment Revenues)

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **"bills paid" affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Reimbursement Certificate to be in order. After reviewing the Certificate for Payment, the City approves the Reimbursement Certificate and authorizes and directs payment of the amounts set forth below to the Developer or other person designated by the Developer as listed and directed on such Reimbursement Certificate. The City's approval of the Reimbursement Certificate shall not have the effect of estopping or preventing the City from asserting claims under the Agreement [the Indenture], the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Reimbursement Certificate Request	Amount to be Paid by Trustee from Improvement Account (Bond Proceeds)	Amount to be paid from City Assessment Account (Assessment Revenues)
\$ _____	\$ _____	\$ _____

CITY OF LA MARQUE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Iron Horse Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

Trails at Woodhaven Lakes, Ltd., a Texas limited partnership

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$_____	\$_____	\$_____

CITY OF LA MARQUE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, a Texas limited liability company, _____ and the City of La Marque, Texas, a home-rule city and municipal corporation (collectively, the “Landowners”), as the landowners who collectively hold record title to all property located within the Trails at Woodhaven Lakes Public Improvement District (the “PID”) created by the City of La Marque pursuant to a petition of Landowners. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, adopted on _____, 2019, including the Service and Assessment Plan and Assessment Roll attached thereto (together, the “Assessment Ordinance”).

Landowners hereby declare and confirm that they collectively hold record title to all property in the PID which is subject to the Assessment Ordinance, as set forth on Exhibit A. Further, Landowners hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Public Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinance and the Service and Assessment Plan and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Public Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessment under certain circumstances pursuant to the Service and Assessment Plan.
8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessments shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Galveston County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Plan is wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowner within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 2019.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

_____, a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ____ day of _____, 2019 by _____ Manager of _____, LLC, as _____, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Suzy Kou

Department: Finance

Agenda item: 8b

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. R-2019-003, authorizing and creating the Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque (THIS ITEM WAS TABLED FROM THE JANUARY 14, 2019 COUNCIL MEETING)

☒

ATTACHMENTS FOR REFERENCE

1. Resolution with Exhibits A & B

STAFF BRIEFING:

- Proposal includes for City to issue a bond sale secured solely by the PID assessments.
- An appropriate amount will be retained from PID assessments to cover PID administrative costs by a competent third-party consultant (hired by the City), including but not limited to maintaining record of all the assessments.
- Developer and City will work to ensure that Galveston County Tax Office collects the annual PID assessments.
- Project size includes 75.62 acres of single family development and 6.40 acres of commercial development.
- There should not be any financial cost to the City.
- PID debt issuance amount will be counted against the total maximum bank qualified debt threshold of ten million per calendar year.
- City's total debts issued will be increased on the financial statements as well as total assessment revenues.
- City will be responsible for collection and enforcement of PID payments including delinquencies and foreclosure.
- City also will be responsible for required continued disclosure annually.

HISTORY: N/A

TARGET IMPLEMENTATION: February 11, 2019

SIGNIFICANT ACTION DATES:

January 14, 2019 - Public Hearing on PID creation

February 11, 2019 - Public Hearing was to remain opened and continued at this Council meeting



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-003**, authorizing and creating the Trails at Woodhaven Lakes Public Improvement District No. 4 within the corporate limits of the City of La Marque.

FISCAL IMPACT: Additional administrative responsibilities; less bank qualified debts availability below the threshold during the issuance year.

RESOLUTION NO. R-2019-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING AND CREATING THE TRAILS AT WOODHAVEN LAKES PUBLIC IMPROVEMENT DISTRICT NO. 4; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of La Marque, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within the corporate limits of the City; and

WHEREAS, on December 3, 2018, Woodhaven Lakes, Ltd., a Texas limited partnership (the “Petitioner”) submitted and filed with the City Clerk of the City a petition (the “Petition”) requesting the establishment of a public improvement district to be known as the Trails at Woodhaven Lakes Public Improvement District No. 4 (the “District”) within the corporate limits of the City, such District to include the property depicted in Exhibit “A” and described by metes and bounds in Exhibit “B” (the “Property”), each attached hereto and incorporated herein for all purposes; and

WHEREAS, on December 10, 2018, the City Council of the City (the “City Council”) received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on December 10, 2018, the City Council accepted the Petition and called a public hearing for January 14, 2019, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City on December 20, 2018; and

WHEREAS, on December 20, 2018, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on January 14, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District, and closed such hearing on January 14, 2019.

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Clerk and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a) and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on January 14, 2019, hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The purposes of the District include the design, acquisition, construction and improvement of public improvement projects (the “Authorized Improvements”) authorized by the Act that are necessary for the development of the property within the District, which include, (i) landscaping; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) acquisition, construction, or improvement of off-street parking facilities; (iv) acquisition, construction, and improvement of water, wastewater and drainage facilities; (v) the establishment or improvement of parks; (vi) projects similar to those listed in subsections (i)-(v) above that are authorized by the Act, including off-site projects that provide a benefit to the property within the PID; (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) maintenance costs associated with the Authorized Improvements, (ix) payment of costs and expenses associated with developing and financing the public improvements listed in (i)-(v) above, including costs of establishing, administering and operating the PID and paying costs of issuance, reserve funds or credit enhancement of bonds or other obligations issued to finance the Improvements. The Authorized Improvements promote the interests of the City and confer a special benefit upon the Property.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$12,050,000 plus the annual operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds other than assessments levied on property within the

District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

- (d) *Boundaries of the District.* The District is proposed to include approximately 82.02 acres located generally to the south of Texas Avenue and west of Delany Road within the City. The boundaries of the District are set forth on Exhibits “A” and “B” attached hereto.
- (e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the District in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot or per square foot of property benefiting from the Authorized Improvements, as determined by the City; (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property; or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds available to the Petitioner.
- (g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Trails at Woodhaven Lakes Public Improvement District No. 4 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein, and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage and publication as required by law.

[Signature page follows]

NOW, THEREFORE BE IT RESOLVED by City Council of the City of La Marque on this the ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

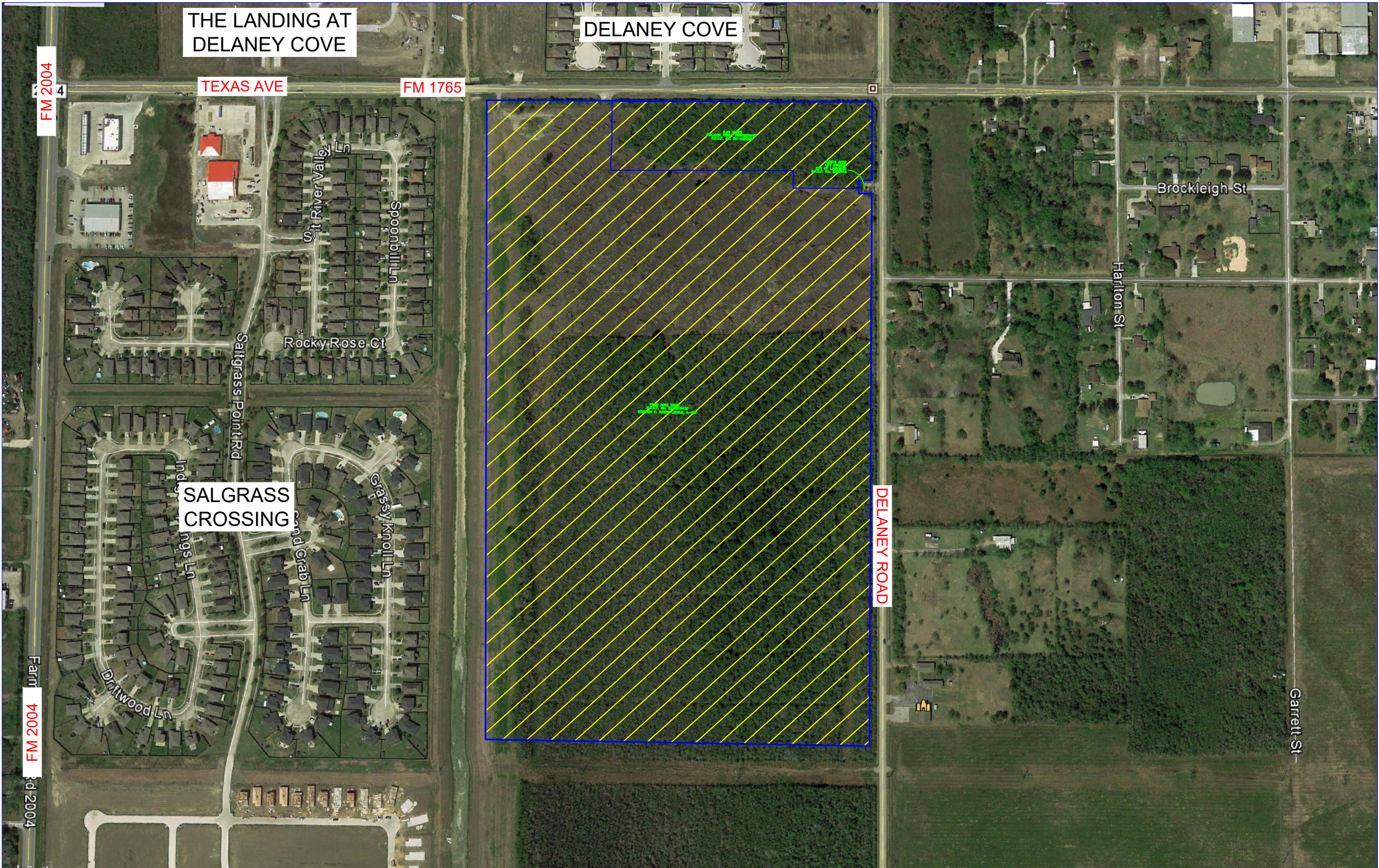
Bobby Hocking
Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney



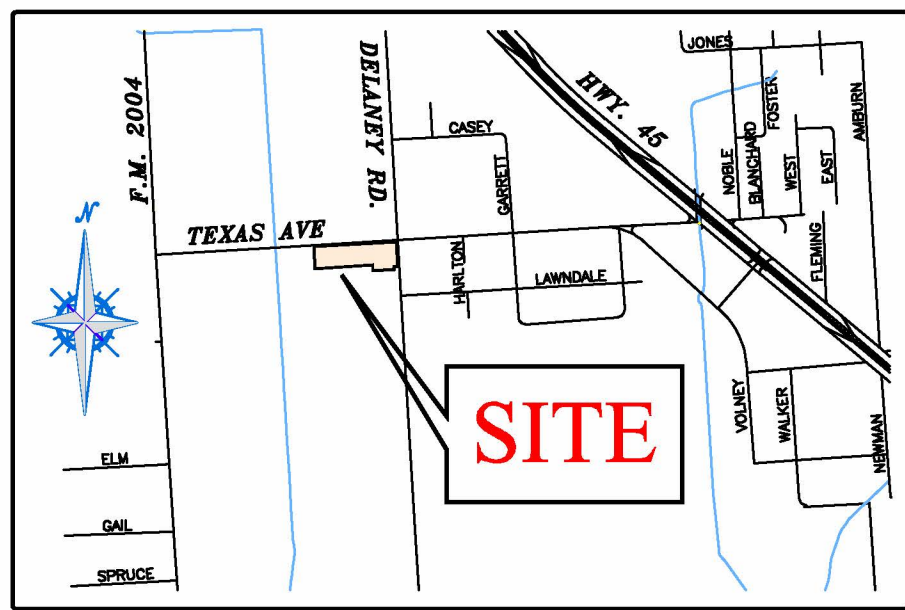
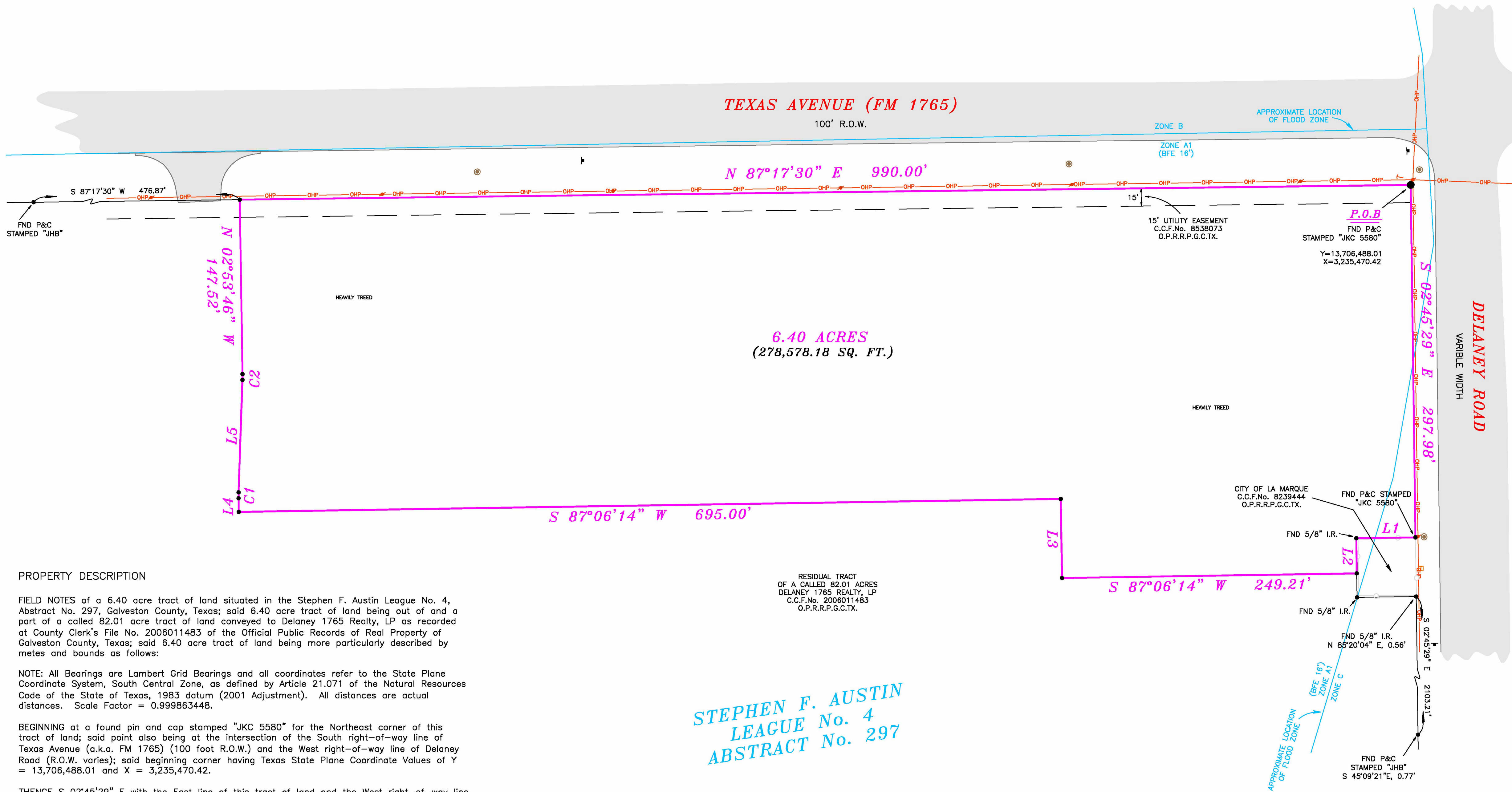
VICINITY MAP
LA MARQUE, TEXAS



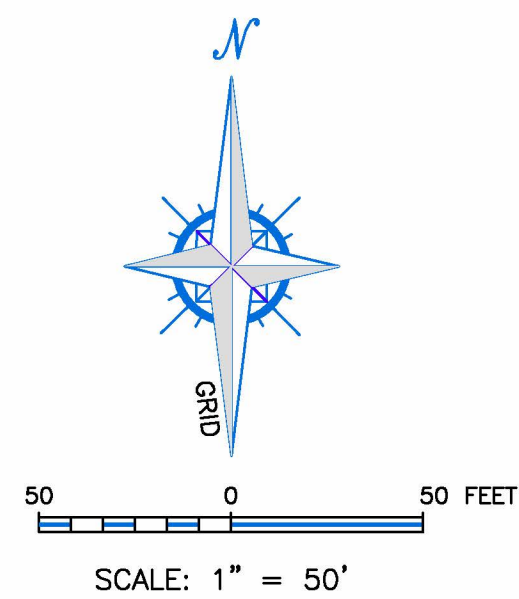
ADICO
CONSULTING ENGINEERS
211 East Parkwood, Ste. 209, FRIENDSWOOD, TX 77546
PHONE: 832-995-1093 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

TRAILS AT WOODHAVEN LAKES
PUBLIC IMPROVEMENT DISTRICT
EXHIBIT A

Scale:	Job No.:	Date:	Exhibit:
1"=400'	18100-01-25	12/17/2018	A



VICINITY MAP
NOT TO SCALE



VIEW FACING NORTHWEST PROPERTY COR
(TAKEN FROM TEXAS AVE)

PROPERTY DESCRIPTION

FIELD NOTES of a 6.40 acre tract of land situated in the Stephen F. Austin League No. 4, Abstract No. 297, Galveston County, Texas; said 6.40 acre tract of land being out of and a part of a called 82.01 acre tract of land conveyed to Delaney 1765 Realty, LP as recorded at County Clerk's File No. 2006011483 of the Official Public Records of Real Property of Galveston County, Texas; said 6.40 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All Bearings are Lambert Grid Bearings and all coordinates refer to the State Plane Coordinate System, South Central Zone, as defined by Article 21.071 of the Natural Resources Code of the State of Texas, 1983 datum (2001 Adjustment). All distances are actual distances. Scale Factor = 0.999863448.

BEGINNING at a found pin and cap stamped "JKC 5580" for the Northeast corner of this tract of land; said point also being at the intersection of the South right-of-way line of Texas Avenue (a.k.a. FM 1765) (100 foot R.O.W.) and the West right-of-way line of Delaney Road (R.O.W. varies); said beginning corner having Texas State Plane Coordinate Values of Y = 13,706,488.01 and X = 3,235,470.42.

THENCE S 02°45'29" E with the East line of this tract of land and the West right-of-way line of said Delaney Road a distance of 297.98 feet to a found pin and cap stamped "JKC 5580" for an angle point of this tract of land and also being the Northeast corner of a tract of land conveyed to the City of La Marque as recorded at County Clerk's File No. 8239444 of the Official Public records of Real Property of Galveston County, Texas.

THENCE S 87°14'31" W with an interior line of this tract of land and the North line of said City of La Marque tract of land a distance of 50.00 feet to a found 5/8 inch iron rod for an interior corner of this tract of land and also being the Northwest corner of said City of La Marque tract of land.

THENCE S 02°45'29" E with an interior line of this tract of land and the West line of said City of La Marque tract of land a distance of 29.74 feet to a set pin and cap stamped "JKC 5580" for the Southeast corner of this tract of land; from this corner a found 5/8 inch iron rod bears S 02°45'29" E a distance of 20.26 feet to the Southwest corner of said City of La Marque tract of land.

THENCE S 87°06'14" W with the South line of this tract of land a distance of 249.21 feet to a set pin and cap stamped "JKC 5580" for the most Southerly Southwest corner of this tract of land.

THENCE N 02°53'46" W with an interior line of this tract of land a distance of 66.75 feet to a set pin and cap stamped "JKC 5580" for an interior corner of this tract of land.

THENCE S 87°06'14" W with the South line of this tract of land a distance of 695.00 feet to a set pin and cap stamped "JKC 5580" for the Southwest corner of this tract of land.

THENCE N 02°53'46" W with the West line of this tract of land a distance of 11.58 feet to a set pin and cap stamped "JKC 5580" for the beginning of a curve to the right, concave Easterly.

THENCE in a Northerly direction with the West line of this tract of land and said curve to the right having a central angle of 02°51'45", a radius of 100.00 feet, a length of 5.00 feet and a chord bearing and distance of N 01°27'53" W, 5.00 feet to a set pin and cap stamped "JKC 5580" for the end of this curve.

THENCE N 00°02'01" W with the West line of this tract of land a distance of 95.13 feet to a set pin and cap stamped "JKC 5580" for the beginning of a curve to the left, concave Westerly.

THENCE in a Northerly direction with the West line of this tract of land and said curve to the left having a central angle of 02°51'45", a radius of 100.00 feet, a length of 5.00 feet and a chord bearing and distance of N 01°27'53" W, 5.00 feet to a set pin and cap stamped "JKC 5580" for the end of this curve.

THENCE N 02°53'46" W with the West line of this tract of land a distance of 147.52 feet to a set pin and cap stamped "JKC 5580" for the Northwest corner of this tract of land; said point being in the North line of said Delaney 1765 Realty, LP tract of land and also being in the South right-of-way line of said Texas Avenue.

THENCE N 87°17'30" E with the North line of this tract of land and the South right-of-way line of said Texas Avenue a distance of 990.00 feet to the PLACE OF BEGINNING; containing within said boundaries a calculated area of 6.40 acres (278,578.18 sq.ft.) of land.

Surveyed: September 22-24, 2010

I hereby certify that on the above dates, the herein described tract of land, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

WITNESS my hand and seal at Dickinson, Texas, this 4th., day of October, 2010.

A. MUNROE KELSAY
Registered Professional
Land Surveyor 5580

Surveyed for: Pollock Family Partnership, Ltd.

This certification is revoked and this survey is null and void if this document is altered in any manner, used or relied upon by anyone other than the parties addressed above, or does not bear an original blue signature and original black seal of the surveyor.

LEGEND

- OHP = OVERHEAD POWER LINE
- CLF = CHAINLINK FENCE
- PP = POWER POLE
- MH = MANHOLE
- GW = GUY WIRE
- S = SIGN
- TR = TELEPHONE RISER
- SPC = SET P&C STAMPED "JKC 5580" (UNLESS NOTED OTHERWISE)

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	100.00'	02°51'45"	5.00'	N 01°27'53" W	5.00'
C2	100.00'	02°51'45"	5.00'	N 01°27'53" W	5.00'

LINE TABLE

LINE	DISTANCE	BEARING
L1	50.00'	S 87°14'31" W
L2	29.74'	S 02°45'29" E
L3	66.75'	N 02°53'46" W
L4	11.58'	N 02°53'46" W
L5	95.13'	N 00°02'01" W

Notes:

- This property lies within zones A1 (BFE 16') and C as determined by FEMA and as shown on F.I.R.M. 485486 0005 D, dated February 16, 1983. This information is intended to be used to determine insurance rates only, and not to identify flooding conditions.
- All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South central Zone (#4202), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.999863448.
- This survey has been prepared based on title commitment provided by Fidelity National Title Company, G.F. No. FTH-21-FTH10005660BH issued June 14, 2010.
- Future development of this tract of land is subject to the developmental requirements of the City of La Marque, Texas, and is subject to the zoning ordinances of said city.
- The Texas Department of Transportation may require a driveway permit for access to F.M. 1765.
- Surface or subsurface faulting, hazardous waste, wetland designations or other environmental issues have not been addressed within the scope of this survey.

 3765 South Alameda, Suite 205, Corpus Christi, Texas 78411 (361)-945-0248 (361)-688-8785	NO.	DATE:	REVISION
BOUNDARY SURVEY OF A 6.40 ACRE TRACT OF LAND LOCATED IN LA MARQUE, TX.			
SCALE: 1" = 50'		DATE:	SHEET:
DRAWN BY: AMK		OCT. 4, 2010	1 OF 1



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Suzy Kou

Department: Finance

Agenda item: 8c

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. O-2019-001, amending the fiscal year 2017-18 Budget for General Fund, PIDs, Sanitation Fund, Capital Improvement Fund, Disaster Fund, Debt Service Fund, and special (restricted) revenue and related expenditure funds by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A". THIS IS THE SECOND AND FINAL READING

☒

ATTACHMENTS FOR REFERENCE

1. Ordinance
2. Exhibit A

STAFF BRIEFING:

- August 25, 2017, due to Hurricane Harvey, the City incurred unanticipated expenditures for damage repairs of equipment and facilities.
- During the fiscal year, the City received and expended PID transactions which require appropriations before year end.
- In August, the City issued 2018 CO for assets acquisition and capital projects.
- During the fiscal year, the City incurred impact study fees for June - September 2018.
- During the year, the City had a few unanticipated expenditures in special revenue funds which were not included in the budget at point of adoption.
- The ordinance is to amend the budget administratively and to match with actual approved expenditures.
- All capital expenditures exceeding \$25,000 have been individually approved by Council during the fiscal year.
- For the Second Reading, Debt Service Fund has been added to include 2018 Certificate of Obligation bond issuance cost.
- For the Second Reading, tipping fees for debris pick up related to Hurricane Harvey have been added to the list in Exhibit A, as well as transfers from General Fund and Utility Fund. This expenditure has been submitted to FEMA for reimbursement, if approved at State and Federal levels.
- For Second Reading, police LEOSE expenditure has been added due to recent payment of activities which occurred in fiscal year 2018.

TARGET IMPLEMENTATION: February 11, 2019

SIGNIFICANT ACTION DATES:

1.14.2019 - First reading of the ordinance

2.11. 2019 - Second reading of the ordinance



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	-0-
Actual Bid	
Estimated Expenditure	See Exhibit A
Acct. Name(s)	See Exhibit A
Line Items #	See Exhibit A
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. **O-2019-001**, amending the fiscal year 2017-18 Budget for General Fund, PIDs, Sanitation Fund, Capital Improvement Fund, Disaster Fund, Debt Service Fund, and special (restricted) revenue and related expenditure funds by increasing (decreasing) certain revenues and increasing (decreasing) certain expenditures to individual budget accounts in certain funds as set forth in attached Exhibit "A". **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: See Exhibit "A"

ORDINANCE O-2019-001

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2017-2018 BUDGET FOR VARIOUS EXPENDITURES AT END OF FISCAL YEAR BY INCREASING/DECREASING VARIOUS FUNDS' FUND BALANCES AND INCREASING CERTAIN EXPENDITURES TO INDIVIDUAL BUDGET ACCOUNTS IN VARIOUS FUNDS AND INCREASING CERTAIN REVENUES IN VARIOUS FUNDS AS SET FORTH IN ATTACHED EXHIBIT "A" BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS;

Section 1. That the City La Marque 2017-2018 Fiscal Year Budget is hereby amended for various expenditures at end of fiscal year by increasing/decreasing various funds' fund balances and increasing certain expenditures to the individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the 14th day of January, 2019.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

EXHIBIT A

FY 2017-18

Accounts		Expenditure	Revenue	Fund Balance	Reasons
17-4040-00-00	PID developers payments	20,000.00			PIDs payment to developers
21-4040-00-00	PID developers payments	5,000.00			PIDs payment to developers
22-4040-00-00	PID developers payments	20,000.00			PIDs payment to developers
23-4040-00-00	PID developers payments	200,000.00			PIDs payment to developers
17-2401-00-00	Fund Balance			-20,000.00	PIDs payment to developers
21-2401-00-00	Fund Balance			-5,000.00	PIDs payment to developers
22-2401-00-00	Fund Balance			-20,000.00	PIDs payment to developers
23-2401-00-00	Fund Balance			-200,000.00	PIDs payment to developers
63-6024-14-00	Sanitation expenditure	410,000.00			WM cost adjustment
63-6028-14-00	Sanitation expenditure	70,000.00			WM cost adjustment
63-6031-14-00	Sanitation expenditure	200,000.00			WM cost adjustment
63-2401-00-00	Sanitation Fund Balance			-680,000.00	Fund Balance
65-3801-00-00	Bond proceeds		6,009,850.00		2018 CO proceeds
65-7001-12-00-BLGABC	Capital Project expenditure	3,000,000.00			ABC buildings
65-2401-00-00	Fund Balance			3,009,850.00	Fund Balance
70-6110-14-02-00	Harvey debris expenditure	150,000.00			Harvey related expenditures
70-3040-22-02	Harvey repairs expenditure	14,000.00			Harvey related expenditures
70-3020-24-02	Harvey repairs expenditure	2,400.00			Harvey related expenditures
70-3040-24-02	Harvey repairs expenditure	7,600.00			Harvey related expenditures
70-2401-00-00	Disaster Fund Fund Balance			-174,000.00	Fund Balance
01-9070-99-00	Transfer to Disaster Fund	150,000.00			Transfers related to Harvey expenditure
02-9070-99-00	Transfer to Disaster Fund	24,000.00			Transfers related to Harvey expenditure
70-9001-00-00	Transfer from General Fund		150,000.00		Transfers related to Harvey expenditure
70-9002-00-00	Transfer from Utility Fund		24,000.00		Transfers related to Harvey expenditure
83-7020-04-00	Court project expenditure	22,000.00			Remodel Court offices
83-2401-00-00	Fund Balance			-22,000.00	Fund Balance
85-4065-05-00	LEOSE expense-Police	1,000.00			Police LEOSE expense
85-2401-00-00	Fund Balance			-1,000.00	Fund balance
87-4041-01-00	Program expenditure	3,400.00			Paint the Town program
87-2401-00-00	Fund Balance			-3,400.00	Fund Balance
01-4040-03-00	Professional Services	26,955.00			Impact fees study from ARKK June-Sept 2018
01-3312-00-00	Building Permits revenues		26,955.00		Additional building permits revenues received
15-9005-00-00	Bond Issuance Cost	130,000.00			Issuance cost-2018 CO for assets acquisition
15-2401-00-00	Fund Balance			-130,000.00	Fund Balance



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Charlene Warren

Department: Administration

Agenda item: 8d

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. O-2019-002, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code. THIS IS THE SECOND AND FINAL READING

☒

ATTACHMENTS FOR REFERENCE

1. Ordinance - Designation of TIRZ and adoption of a preliminary finance plan
2. Preliminary Project and Financing Plan
3. Summary of Petitions
4. Notice of Public Hearing for publication

STAFF BRIEFING:

- Over the past 20 years, Omega Bay residents have been requesting assistance with street repair and other services from the City of La Marque.
- Each previous City Manager and City Council prepared and reviewed cost estimates for various projects, but no action took place.
- On November 29, 2018, City Clerk received petitions signed by numerous property owners in Omega Bay for the creation of a TIRZ (tax increment reinvestment zone).
- The total appraised value of the taxable real property in the proposed zone is approximately \$71,283,550.
- City Clerk has certified that the total amount of property values of which the property owners that signed the petition is \$39,156,166.00 (based on certified tax roll for 2018).
- These petitions constitute property owners of at least 50% of the appraised value of the property in the proposed reinvestment zone.
- On December 10, 2018, Council accepted the petitions and called for a public hearing at the January 14, 2019 Council meeting.
- A preliminary financing plan has been prepared.
- Special consultant has reviewed.
- Special legal counsel has reviewed the agenda form only.

HISTORY:

11.29.2018 - Petitions received by City Clerk

12.10.2018 - Council accepted petitions and called for Public Hearing

1-14-2019 - Council approved TIRZ ordinance on the First reading



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION: March 2019, or as otherwise required by Chapter 311 of the Texas Tax Code

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	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-2019-002**, creating Tax Increment Reinvestment Zone Number Two for Omega Bay Subdivision, a contiguous geographic area in the City of La Marque, under the provisions of Chapter 311 of the Texas Tax Code. **THIS IS THE SECOND AND FINAL READING**

FISCAL IMPACT: N/A

ORDINANCE NO. O-2019-002

AN ORDINANCE DESIGNATING A GEOGRAPHIC AREA WITHIN CITY OF LA MARQUE AS REINVESTMENT ZONE NUMBER TWO, CITY OF LA MARQUE, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City Council has received petitions (the “Petitions”), requesting that a contiguous geographic area in the City of La Marque (the “City”), be designated as a reinvestment zone under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, the Petitions were submitted by the owners of property constituting at least fifty percent of the appraised value of the property in the proposed reinvestment zone according to the most recent certified appraisal rolls for Galveston County, Texas, the county in which the proposed zone is located; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that certain City of La Marque ad valorem property taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS complying with the requirements of Chapter 311, Texas Tax Code, a notice of the January 14, 2019, public hearing on the creation of the proposed zone was published on December 14, 2018, in the Galveston County Daily News, a newspaper of general circulation in the City; and

WHEREAS, at the public hearing on January 14, 2019, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, the City has provided all information and given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone; and

WHEREAS, as of the date of this Ordinance, no other tax increment reinvestment zone is in operation within the City; and

WHEREAS, based on the latest certified values, the total appraised value of taxable property in the City and in industrial districts created by the City is approximately \$1,025,925,859 and

WHEREAS, based on the latest certified values, the total appraised value of taxable real property in the proposed zone and all other tax increment reinvestment zones previously created by the City is approximately \$71,283,550 and

WHEREAS, the total area within the proposed zone is approximately 73.1 acres, including property that is publicly owned and

WHEREAS, the City Council desires to further demonstrate its commitment and intentions by reserving funds approved for the benefit of the Zone in the Fiscal Year 2018-19 Budget in a segregated fund from the General Fund;

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

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed reinvestment zone meets the criteria of Section 311.005 of the Texas Tax Code because the proposed zone is an area designated in a petition submitted by the owners of property constituting at least 50 percent of the appraised value of the property in the area requesting that the area be designated as a reinvestment zone.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

- (1) That the proposed zone is a geographic area located within the corporate limits of the City of La Marque; and
- (2) That the total appraised value of taxable real property in the proposed zone does not exceed fifty percent of the total appraised value of

taxable real property in the City and in the industrial districts created by the City; and

- (3) That based on the latest certified values, the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

Section 2. Designation of the Zone

That the City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), does hereby designate as a reinvestment zone, and create and designate a reinvestment zone over, the area described in Exhibit A and depicted in the map attached hereto as Exhibit B to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number Two, City of La Marque, Texas (the “Zone”). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(4) of the Texas Tax Code.

Section 3. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of nine (9) members. Position One on the Board of Directors shall be filled by the State Senator representing the area included within the Zone or his or her designee. Position Two on the Board shall be filled by the State Representative representing the area included within the Zone or his or her designee. The Mayor is hereby authorized to nominate and appoint the remaining seven (7) members of the Board to Positions Three through Nine, subject to the consent and approval of the City Council; provided, however, that Galveston County shall be entitled to appoint a director to Position Nine if Galveston County approves the payment of all or part of the tax increment attributable to Galveston County. Failure of Galveston County to appoint a director by December 31, 2019 shall be deemed a waiver of that taxing unit’s right to appoint a director, and the Mayor shall be entitled to nominate and appoint persons to such positions, subject to the consent and approval of City Council.

The directors or their designees in Position One and Position Two shall be members of the board by operation of law pursuant to Section 311.09(b), Texas Tax Code. The initial directors appointed to Positions Three, Four and Five shall be appointed for two-year terms, beginning January 1, 2019, while the directors appointed to Positions Six, Seven, Eight and Nine shall be appointed to one-year terms, beginning January 1, 2019. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position Three is hereby designated to serve as the chair of the Board of Directors for a term beginning January 1, 2019, and ending December 31, 2019. Thereafter, the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair

for a term of one year beginning January 1, of the following year. The City Council authorizes the Board of Directors to elect from its members a vice chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to administer, manage and operate the Zone and prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Section 6 of this Ordinance subject to the approval of the City Manager, that may be reasonably necessary to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

Section 4. Duration of the Zone

That the Zone shall take effect immediately upon passage of this Ordinance, provided however, that the deposit of tax increments into the Tax Increment Fund established pursuant to Section 6 of this Ordinance shall not commence until January 1, 2020, and termination of the operation of the Zone shall occur on December 31, 2050, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. Tax Increment Base

That the Tax Increment Base of any taxing unit participating in the Zone through property tax increments is the total appraised value of all real property taxable by such taxing unit and located in the Zone as of January 1, 2019, the year in which the Zone was designated a reinvestment zone (the "Tax Increment Base").

Section 6. Tax Increment Fund

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments (as defined by Chapter 311 of the Texas Tax Code) received by the City or Zone plus other revenues identified in the project plan and the reinvestment zone financing plan to be approved by the Zone and the City shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be

maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

Section 7. Severability

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 8. Open Meetings

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

Section 9. Notices

The contents of the notice of the public hearing, which hearing was held before the City Council on January 14, 2019, and the publication of said notice, are hereby ratified, and confirmed.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED by City Council of the City of La Marque, Texas ON FIRST READING this 14th day of January 2019.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque, Texas ON SECOND AND FINAL READING this ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

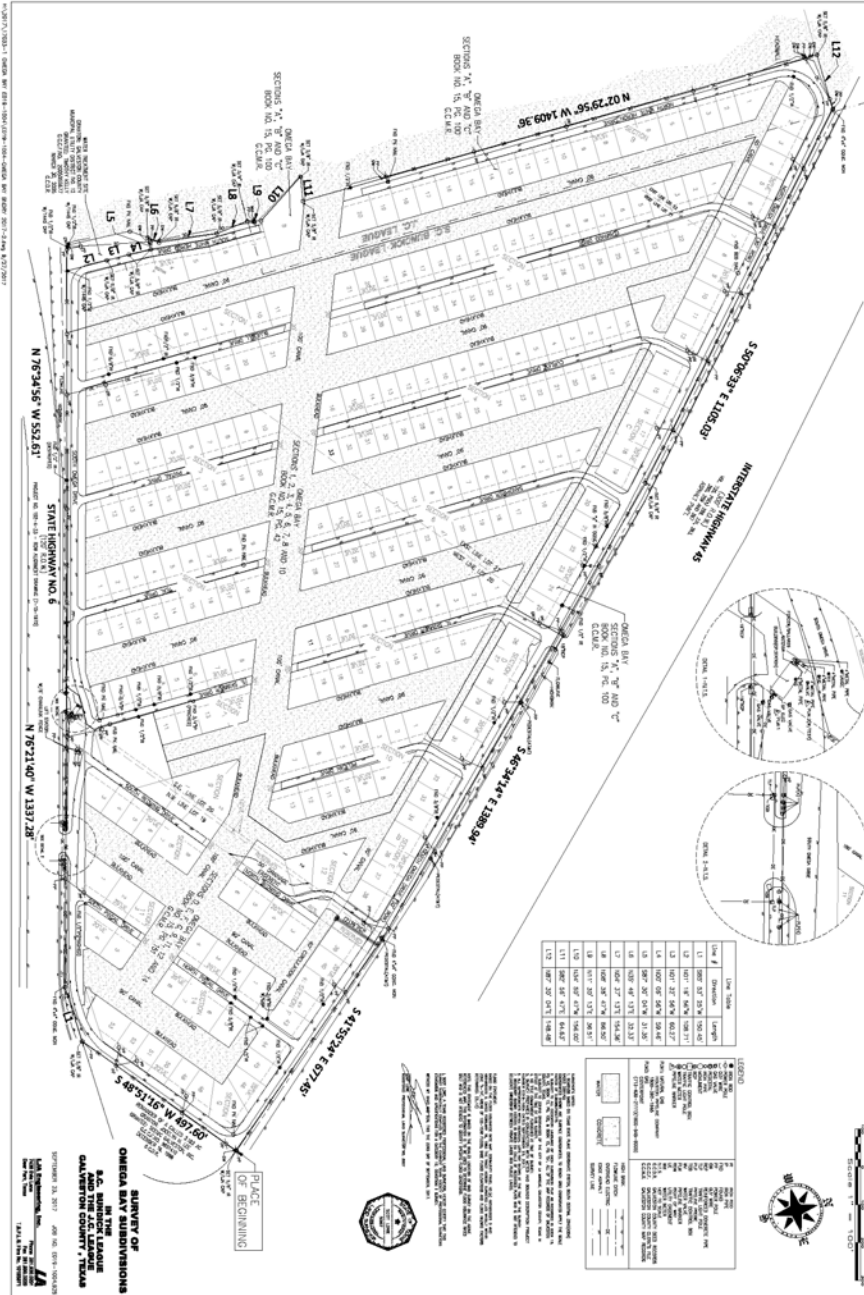
Exhibit A

TIRZ No. 1 Boundary

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, A, B, C, D, E, F, and, G of the Omega Bay Subdivision in the S.C. Bundick League and the J.C. League, Galveston county, Texas.

Exhibit B

TIRZ No. 1 Map



PRELIMINARY PROJECT PLAN AND
REINVESTMENT ZONE FINANCING PLAN
FOR
TAX INCREMENT REINVESTMENT ZONE NO. 2
CITY OF LA MARQUE

January 8, 2019

Prepared by

marshdarcy
PARTNERS

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1. OVERVIEW

1.1 Background

The Omega Bay subdivision was constructed in several sections over a number of years within the City of La Marque, Texas. The subdivision consists of approximately 289 single family homes. The proposed City of La Marque Tax Increment Reinvestment Zone #2 would be coincident with the boundaries of the subdivision encompassing approximately 73.1 acres.

The location of proposed La Marque Tax Increment Reinvestment Zone #2 within the City of La Marque is shown in Figure 1.

Figure 1 – Vicinity Map



1.2 The Challenge

The streets within Omega Bay were originally platted as private streets and have been maintained as a private obligation of the home owners association funded by property owner assessments. Over time, affordable assessments have proven to be inadequate to fund a level of maintenance on par with the standards in other parts of the City. The roadway infrastructure condition within the subdivision has degraded to the point that complete reconstruction of the roadways is necessary.

1.3 Responding to the Challenge

Residents of the subdivision have petitioned the City to accept maintenance of the streets within the subdivision and to create Tax Increment Reinvestment Zone #2 (TIRZ) to create a funding mechanism to rebuild the streets to current minimum standards. The TIRZ will establish a dedicated revenue stream to fund the road improvements which will not negatively impact the overall financial resources of the City which are needed to provide services throughout the City.

2. PRELIMINARY PROJECT PLAN

This Preliminary Project Plan and Reinvestment Zone Financing Plan (“The Plan”) has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code and outlines the improvements to be funded and implemented by the Tax Increment Reinvestment Zone Number 1, La Marque, Texas.

The TIRZ will allow the City and other participating entities to partner with each other to fund the necessary road improvements. It is anticipated that the natural appreciation of property values will provide the primary source of tax increment to fund the improvements. In the long run, improving the condition of the roadways will also tend to improve and stabilize property values. The road improvement projects are expected to be funded directly by the TIRZ as funds accrue and become available.

2.1 Existing Uses and Conditions, Proposed Use (311.011(b)(1))

Existing uses within the proposed TIRZ are residential and it is expected that future uses will continue to be residential. The properties are predominantly built out with the homes generally being in good condition. The roadways, and some associated bulkheads, are in poor condition and in need of complete reconstruction.

2.2 Changes to Municipal Ordinances Required (311.011(b)(2))

There are no contemplated changes to the City’s Code of Ordinances, zoning ordinances, master plan, building codes, or subdivision rules and regulations necessary to implement the Plan.

2.3 Non-Project Costs (311.011(b)(3))

There are no contemplated non-project costs associated with implementation of the TIRZ. However, Galveston County MUD 12 is responsible for maintenance and operation of the water, sanitary sewer, and drainage facilities within the proposed TIRZ. If it becomes necessary to modify any MUD facilities during reconstruction of the roadways, the MUD will be asked to fund such work.

2.4 Method of Relocation (311.011(b)(4))

There will be no relocations required to implement the TIRZ.

3. REINVESTMENT ZONE FINANCING PLAN

The TIRZ will provide a funding mechanism for complete reconstruction of the roadways within the Zone. The TIRZ may fund all or a portion of the eligible projects.

3.1 Estimated Project Cost Description (311.011(c)(1))

The project costs in Table 1 below comply with the categories established in Section 311.02 of the Texas Tax Code. The project cost estimates are approximate based on preliminary engineer's estimates of probable costs and are expressed in year 2018 dollars. Project Costs may be adjusted to actual development plans, bid costs and/or for inflation. Projects will be undertaken and paid for as funds are available from increment or other sources. The intent is to complete roadway reconstruction projects in logical discrete packages, such as a on a block by block basis or other method of prioritization, as can be funded from tax increment revenues notwithstanding whether the costs or tax increment exceed the estimates herein and costs may be moved among line items.

Table 1

Project Description	Project Cost Estimate
Street Reconstruction - Complete Concrete Reconstruction	\$4,000,000
Professional Services Engineering, Surveying, Geotechnical (20% of construction)	\$800,000
Creation Costs and Zone Administration	\$200,000
Total Estimated Project Costs	\$5,000,000

In conjunction with the projects described above, the following categories established in Section 311.002 (1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs consistent with this Plan at the earliest feasible and practicable date(s), upon approval of the Board of Directors of the TIRZ.

- *Capital Projects* related to demolition, environmental abatement, and remediation including site work and fill, necessary to prepare sites and existing structures for roadway reconstruction, including adjoining bulkheads that have direct support for the road support structure; i.e., where bulkhead function is supporting road shoulder or road base and is not owned by individual property resident. This would include the dead-end roads terminating at a canal.
- *Land Costs* associated with property formally conveyed to the public in conjunction with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.
- *Matching Funds* may be contributed in support of local, state, federal or other capital improvements programs that benefit the project and the region.
- *Professional Services* incurred for architectural, planning, engineering, legal, landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping,

- tax role verification, environmental, archaeological, and other services and advice necessary to a project.
- *Financing Costs* related to city interest, and financing interest, legal fees, underwriter's fees, brokerage charges, transfer or placement charges, premium and fees paid for loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs.
- *Operational Expenses* as may be necessary to provide for the proper administration of the Zone, operation of Zone facilities and services provided therein, over the life of the TIRZ.

3.2 Kind, Number and Location of Proposed Public Improvements (311.011(c)(2))

The proposed public improvements include the complete concrete reconstruction of all streets within the Zone. The reconstruction may be completed in phases commensurate with available funds and based on the most advantageous sequencing.

3.3 Economic Feasibility (311.011(c)(3))

Marsh Darcy Partners prepared an analysis of the property value growth within Omega Bay for the five previous years as shown in Table 2.

Table 2

	2013	2014	2015	2016	2017	Average
Total Assessed Value	\$ 46,224,239	\$ 50,577,845	\$ 56,673,942	\$ 61,149,587	\$ 68,348,137	NA
Change from Prior	NA	\$ 4,353,606	\$ 6,096,097	\$ 4,475,645	\$ 7,198,550	\$5,530,975
% Change from Prior	NA	9.4%	12.1%	7.9%	11.8%	10.3%

The average annual property value increase during this period was 10.3%. Recognizing that growth of that magnitude is not likely to be sustained for a 30-year period, value and increment projections using a 4% annual growth rate were analyzed. A 4% annual growth rate will yield approximately \$5.7 million in City incremental revenue during the 30-year life of the proposed Zone. This revenue potential is in excess of the \$5 million projected project costs. If Galveston County chooses to participate, an additional \$6.2 million in increment could be available. The combined increment would enable projects to be accelerated and the potential early termination of the TIRZ.

3.4 Estimate of Bonded Indebtedness To Be Incurred (311.011(c)(4))

It is not anticipated that bonds, notes or other obligations will be issued. However, the City, at its sole discretion, may issue or cause to be issued bonds, notes, or other obligations secured by tax increment revenues up to the maximum amount that may be financed by available increment. The use of the proceeds of such bonds would be limited to the eligible project costs defined in this Plan.

3.5 Estimated Time When Monetary Obligations Are To Be Incurred (311.011(c)(5))

Obligations will be incurred as increment is available to fund design and/or construction of the eligible street reconstruction projects or a subset of the eligible street reconstruction.

3.6 Methods and Sources of Financing (311.011(c)(6))

The primary source of revenue will be the ad valorem property taxes generated on the annual increment value above the base year value. Table 3 below shows the proposed participation rate of the City and Galveston County

Table 3

Jurisdiction	2018 Tax Rate	% Participation	Duration
City of La Marque	\$0.490764/\$100	100%	30 Years
Galveston County	\$0.531898/\$100	100%	30 years

The City anticipates requesting TIRZ participation by Galveston County that could further advance the purposes and goals of the Zone.

To ensure timely construction of public improvements, both pay-as-you-go and various methods of financing may be utilized. These include:

- *Tax Increment Bonds or Notes.* As allowed by annual incremental increases in Zone assessed value, tax-exempt tax increment bonds or notes may be issued to fund improvements.
- *Other private financing.* Some projects may be financed on a short-term basis through private financial institutions.
- *Grants/Other Public Funds.* To the extent permitted by law, efforts will be made to leverage TIRZ funds with other public funds and economic development tools.

3.7 Current Appraised Value of Taxable Real Property (311.011(c)(7))

Based upon the 2018 Galveston Central Appraisal District certified tax roll, the current total taxable value of all real property in the proposed TIRZ is \$51,363,157. The actual base year of the Zone will be 2019 with the value established based on the certified tax roll for that year.

3.8 Estimated Captured Appraised Value By Year (311.011(c)(8))

Table 4 shows the Captured Appraised Value and the resulting revenue from the City and County for the duration of the Zone.

Table 3

TIRZ Year	Year	Incremental Value Projection		TIRZ Increment Revenue Projection			
		Annual Incremental Value	Cumulative Incremental Value	City	County	Total	Cumulative Revenue
1	2019	\$ 1,639,427	\$ 1,639,427				
2	2020	\$ 1,705,004	\$ 3,344,430	\$ 8,046	\$ 8,720	\$ 16,766	\$ 16,766
3	2021	\$ 3,412,630	\$ 5,117,634	\$ 16,413	\$ 17,789	\$ 34,202	\$ 50,968
4	2022	\$ 3,549,136	\$ 6,961,766	\$ 25,116	\$ 27,221	\$ 52,336	\$ 103,304
5	2023	\$ 5,330,528	\$ 8,879,663	\$ 34,166	\$ 37,029	\$ 71,195	\$ 174,499
6	2024	\$ 5,543,749	\$ 10,874,277	\$ 43,578	\$ 47,231	\$ 90,809	\$ 265,308
7	2025	\$ 7,404,925	\$ 12,948,674	\$ 53,367	\$ 57,840	\$ 111,207	\$ 376,515
8	2026	\$ 7,701,123	\$ 15,106,048	\$ 63,547	\$ 68,874	\$ 132,421	\$ 508,937
9	2027	\$ 9,648,594	\$ 17,349,717	\$ 74,135	\$ 80,349	\$ 154,484	\$ 663,420
10	2028	\$ 10,034,538	\$ 19,683,132	\$ 85,146	\$ 92,283	\$ 177,429	\$ 840,849
11	2029	\$ 12,075,346	\$ 22,109,884	\$ 96,598	\$ 104,694	\$ 201,292	\$ 1,042,141
12	2030	\$ 12,558,360	\$ 24,633,706	\$ 108,507	\$ 117,602	\$ 226,109	\$ 1,268,251
13	2031	\$ 14,700,121	\$ 27,258,481	\$ 120,893	\$ 131,026	\$ 251,920	\$ 1,520,170
14	2032	\$ 15,288,126	\$ 29,988,247	\$ 133,775	\$ 144,987	\$ 278,762	\$ 1,798,932
15	2033	\$ 17,539,077	\$ 32,827,203	\$ 147,172	\$ 159,507	\$ 306,678	\$ 2,105,611
16	2034	\$ 18,240,640	\$ 35,779,718	\$ 161,104	\$ 174,607	\$ 335,711	\$ 2,441,322
17	2035	\$ 20,609,693	\$ 38,850,333	\$ 175,594	\$ 190,312	\$ 365,906	\$ 2,807,228
18	2036	\$ 21,434,080	\$ 42,043,773	\$ 190,663	\$ 206,644	\$ 397,308	\$ 3,204,535
19	2037	\$ 23,930,870	\$ 45,364,951	\$ 206,336	\$ 223,630	\$ 429,966	\$ 3,634,501
20	2038	\$ 24,888,105	\$ 48,818,975	\$ 222,635	\$ 241,295	\$ 463,930	\$ 4,098,431
21	2039	\$ 27,523,056	\$ 52,411,161	\$ 239,586	\$ 259,667	\$ 499,253	\$ 4,597,684
22	2040	\$ 28,623,978	\$ 56,147,034	\$ 257,215	\$ 278,774	\$ 535,989	\$ 5,133,673
23	2041	\$ 31,408,364	\$ 60,032,342	\$ 275,549	\$ 298,645	\$ 574,194	\$ 5,707,868
24	2042	\$ 32,664,698	\$ 64,073,062	\$ 294,617	\$ 319,311	\$ 613,928	\$ 6,321,796
25	2043	\$ 35,610,713	\$ 68,275,411	\$ 314,448	\$ 340,803	\$ 655,251	\$ 6,977,046
26	2044	\$ 37,035,142	\$ 72,645,855	\$ 335,071	\$ 363,156	\$ 698,227	\$ 7,675,273
27	2045	\$ 40,155,974	\$ 77,191,115	\$ 356,520	\$ 386,402	\$ 742,922	\$ 8,418,195
28	2046	\$ 41,762,213	\$ 81,918,187	\$ 378,826	\$ 410,578	\$ 789,404	\$ 9,207,599
29	2047	\$ 45,072,128	\$ 86,834,341	\$ 402,025	\$ 435,721	\$ 837,746	\$ 10,045,345
30	2048	\$ 46,875,013	\$ 91,947,141	\$ 426,152	\$ 461,870	\$ 888,022	\$ 10,933,367
	2049			\$ 451,243	\$ 489,065	\$ 940,308	\$ 11,873,675
		Totals		\$ 5,698,043	\$ 6,175,632	\$ 11,873,675	

The year in which incremental revenues are shown is based on the year of receipt, which lags by one year the year in which new value is recorded on the tax roll.

3.9 Duration of Zone (311.011(c)(9))

The Zone will be created for a 30-year period, with the final payment of increment being made on values and at rates for 2049, which revenue may be paid in 2050. Therefore, the Zone will terminate for purposes of collection on December 31, 2050.

APPENDIX A

TIRZ Boundary Legal Description

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, A, B, C, D, E, F, and, G of the Omega Bay Subdivision in the S.C. Bundick League and the J.C. League, Galveston county, Texas.

SUMMARY OF PETITIONS

Year	ID	GEO ID	Taxpayer	HS	Situs Address	Legal	Appraised Val
2018	142996	5515-0000-0000-001	OMEGA BAY IMPROVEMENT COM	No		ABST 7 PAGE 4 RESERVE TRACT (0-1) OMEGA BAY	\$100
2018	142995	5515-0000-0000-002	MCCALL TIMOTHY	No		ABST 7 PAGE 4 RESERVE TRACT (0-2) OMEGA BAY	\$1,580
2018	142851	5515-0000-0000-003	OMEGA BAY IMPROVEMENT COM	No		ABST 7 S C BUNDICK SUR PT OF TENNIS COURT RESI	\$100
2018	355470	5515-0000-0000-004	EXP-MUD #12	No		ABST 7 PAGE 4 MUD #12 METER STATION (0-4) OM	\$3,320
2018	368861	5515-0000-0000-005	OMEGA BAY WATER SUPPLY CORI	No		ABST 7 PAGE 4 TRACT 5 (0-5) OMEGA BAY LIFT STA1	\$100
2018	368860	5515-0000-0000-006	OMEGA BAY IMPROVEMENT COM	No		ABST 7 PAGE 4 ALL ROWS (0-6) OMEGA BAY SEC 1 T	\$1,790
2018	142681	5515-0001-0001-000	WILLIAMS STEVEN D &	Yes	1 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC 1	\$274,780
2018	142682	5515-0001-0002-000	HILLING DENNIS W JR &	Yes	2 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 2 OMEGA BAY SEC 1	\$180,500
2018	142683	5515-0001-0003-000	ETHERIDGE KAREN D	Yes	3 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 1	\$180,160
2018	142684	5515-0001-0004-000	WEDDLE JOHN C	No	4 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 1	\$221,000
2018	142685	5515-0001-0005-000	MCFARLAND STEVEN & SANDIE	Yes	5 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 1	\$271,830
2018	142686	5515-0001-0006-000	MUSHINSKI JAMES M	No	6 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 1	\$28,550
2018	142687	5515-0001-0007-000	WIX DAVID G	Yes	7 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC 1	\$329,080
2018	142688	5515-0001-0008-000	SICKING KEVIN JOE & GINA P CO-T	Yes	8 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOTS 8 OMEGA BAY SEC 1	\$356,320
2018	438515	5515-0001-0009-001	ACORD THOMAS & DENISE	Yes	9 S FLAMINGO LA MARQUE, TX 77568	ABST 7 LOT 9 OMEGA BAY SEC 1	\$197,330
2018	142690	5515-0001-0010-000	TAND KENNETH E	No	10 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 1	\$193,160 (195,000)
2018	142691	5515-0001-0011-000	HENLY REX E & LISA A	Yes	11 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 OMEGA BAY SEC 1	\$270,000
2018	142692	5515-0001-0012-000	GLOVER WYNN R & DONNA	Yes	12 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 12 OMEGA BAY SEC 1	\$255,540
2018	142693	5515-0001-0013-000	HOUSTON AREA INVESTMENT PRC	No	13 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 13 OMEGA BAY SEC 1	\$199,550
2018	142694	5515-0001-0014-000	LOTT WILLIAM & JEANNIE	Yes	14 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 14 OMEGA BAY SEC 1	\$224,700
2018	142695	5515-0001-0015-000	ROSS TIMOTHY R	Yes	15 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 15 OMEGA BAY SEC 1	\$199,120
2018	142696	5515-0001-0016-000	MASSEY THOMAS D	Yes	16 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 16 OMEGA BAY SEC 1	\$178,530
2018	142697	5515-0001-0017-000	HENDERSON DANIEL LEE & JALAYI	Yes	17 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 17 OMEGA BAY SEC 1	\$192,250
2018	142698	5515-0001-0018-000	NORS TERRI	Yes	18 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC 1	\$192,150
2018	142699	5515-0001-0019-000	BUISH ROBERT G	Yes	19 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 19 OMEGA BAY SEC 1	\$217,000
2018	142700	5515-0001-0020-000	BLANCHARD MARCEL Jr	Yes	20 S FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 S 60 FT OF LOT 20 (20-1) OMEGA BA	\$242,180
2018	142701	5515-0001-0021-000	MAZZOLA JACK	Yes	21 S FLAMINGO LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR LOT 21 & N 15 FT OF LOT :	\$514,590
2018	142703	5515-0002-0002-000	FOWLER-GULDE JANIS J	Yes	2 N FLAMINGO LA MARQUE, TX 77568	ABST 7 LOTS 1 & 2 OMEGA BAY SEC 2	\$320,000
2018	142704	5515-0002-0003-000	GULDE JANIS JEAN FOWLER &	No		ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 2	\$35,000
2018	142705	5515-0002-0004-000	DELEON MARISA R & LUCILA C	No		ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 2	\$38,070
2018	142706	5515-0002-0005-000	WOLLAM THOMAS	Yes	5 N FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 2	\$204,620
2018	142708	5515-0002-0007-000	SKINNER JOHN W & HELEN E SKIN	No	7 N FLAMINGO LA MARQUE, TX 77568	ABST 7 LOTS 6 & 7 BLK 2 OMEGA BAY SEC 2	\$404,250
2018	142709	5515-0002-0008-000	WEICHEL KIRK & DANA	No	8 N FLAMINGO LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC 2	\$288,630

2018	142710	5515-0002-0009-000	SCHEXNAYDER KERRY & BARBARA	Yes	9 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 9 OMEGA BAY SEC 2	\$193,180
2018	142711	5515-0002-0010-000	CHERAMIE DOLTY J III & CHARLEN	No	10 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 2	\$290,000
2018	142712	5515-0002-0011-000	HINCKS JOHN HAROLD	No	11 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 OMEGA BAY SEC 2	\$209,650
2018	142713	5515-0002-0012-000	PEARCE KEVIN & ELLEN D	Yes	12 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 12 OMEGA BAY SEC 2	\$247,410
2018	142714	5515-0002-0013-000	LAIRD WALTER E & JANETTE	Yes	13 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 13 OMEGA BAY SEC 2***DEFER	\$216,980
2018	726839	5515-0002-0015-001	GLAZER GEORGE H & VICTORIA G	No	15 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR LOT 15 (15-1) OMEGA BAY	\$431,550
2018	142717	5515-0002-0016-000	HARDICK CECIL PATRICK & AMANI	Yes	14 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR LOT 14 (16-0) OMEGA BAY	\$314,380
2018	502616	5515-0002-0016-001	REITZ ROBERTA J	No	16 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOT 16 (16-1) OMEGA BAY	\$211,000
2018	142718	5515-0002-0017-000	SAILER CHARLES R & BETTY	Yes	17 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 17 OMEGA BAY SEC 2 ***DEFER	\$199,530
2018	142719	5515-0002-0018-000	JOHNSON DOROTHY MARIE	Yes	18 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC 2	\$230,000
2018	142720	5515-0002-0019-000	HICHENS MARK H & ESTELLE C	Yes	19 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 19 OMEGA BAY SEC 2	\$234,970
2018	142721	5515-0002-0020-000	VAIL MARK R & LAURA C	Yes	20 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 20 OMEGA BAY SEC 2	\$253,840
2018	142722	5515-0002-0021-000	KELLEY BETTY M	Yes	21 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOTS 21,39,& 40 OMEGA BAY	\$404,100
2018	142723	5515-0002-0022-000	TRIOLA ANTHONY S	Yes	22 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 22 OMEGA BAY SEC 2	\$309,160
2018	142724	5515-0002-0023-000	GENOVESE ADRIENNE R	Yes	23 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 23 OMEGA BAY SEC 2	\$304,660
2018	142726	5515-0002-0025-000	CARTER DAVID & IVALYNN	No	25 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 S BUNDICK SUR LOTS 24 & 25 (25-0) OMEGA	\$239,770
2018	142727	5515-0002-0026-000	BARNES DANIEL C & DARLENE R	Yes	26 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 26 OMEGA BAY SEC 2	\$330,000
2018	142728	5515-0002-0027-000	HUMPHREY LAQUITA JOY	Yes	27 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 27 OMEGA BAY SEC 2	\$343,270
2018	142729	5515-0002-0028-000	FLYNN MICHAEL D & CYNTHIA A	Yes	28 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 28 OMEGA BAY SEC 2	\$306,670
2018	142730	5515-0002-0029-000	JACOBS MARK A & JULIA	No	29 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 29 OMEGA BAY SEC 2	\$212,260
2018	142731	5515-0002-0030-000	GREMILLION NORMAN & VALERIE	Yes	30 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 30 OMEGA BAY SEC 2	\$265,170
2018	142732	5515-0002-0031-000	GREMILLION NORMAN & VALERIE	No			ABST 7 PAGE 4 N 1/2 OF LOT 31 OMEGA BAY SEC 2	\$19,040
2018	142733	5515-0002-0032-000	BARON DAVID R & SHARON L	Yes	32 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR S 1/2 OF LOT 31 & LOT 32 O	\$261,430
2018	142734	5515-0002-0033-000	MASSEY DARIN & PAMELA	Yes	33 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 33 OMEGA BAY SEC 2	\$355,000
2018	142735	5515-0002-0034-000	FARRELL SAM B III & CHERYL A	Yes	34 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 34 OMEGA BAY SEC 2	\$182,000
2018	142736	5515-0002-0035-000	SIMMONS KENNETH &	No	35 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 35 OMEGA BAY SEC 2	\$299,890
2018	142737	5515-0002-0036-000	BOURQUIN BRYAN RAY	No	36 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 36 OMEGA BAY SEC 2	\$225,070
2018	142738	5515-0002-0037-000	BARROWS ROBERT L OR	No	37 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 37 OMEGA BAY SEC 2	\$163,000
2018	142739	5515-0002-0038-000	SHINDLEDECKER SAMUEL	Yes	38 N FLAMINGO	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 38 OMEGA BAY SEC 2	\$188,480
2018	142742	5515-0003-0001-000	STAHLHEBER GARY D & TANNA M	No	1 S CURLEW	LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR LOT 1 OMEGA BAY SEC 3	\$42,130
2018	520681	5515-0003-0002-001	STAHLHEBER GARY D & TANNA M	No	2 S CURLEW	LA MARQUE, TX 77568	ABST 7 S C BUNDICK LOT 2 (2-1) OMEGA BAY SEC 3	\$209,980
2018	142744	5515-0003-0003-000	MOSBY KELLI E & ROY D	Yes	3 S CURLEW	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOTS 3 & 4 (3-1) OMEGA BAY SEC 3	\$230,000
2018	142746	5515-0003-0005-000	SOLER ALVIN & GINA	Yes	5 S CURLEW	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 3	\$350,000
2018	142747	5515-0003-0006-000	DEFATTA SAMMIE JR	Yes	6 S CURLEW	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 3	\$199,600

2018	142748	5515-0003-0007-000	JAQUA GYNELL	No		ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC 3	\$32,910
2018	142750	5515-0003-0009-000	O'REILLY PETRIA P	No	9 S CURLEW LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOTS 8 & 9 (9-0) OMEGA BA	\$320,000
2018	142751	5515-0003-0010-000	RUDD GLORIA	Yes	10 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 3	\$299,300
2018	142752	5515-0003-0011-000	GARZA CARLOS JR & KAREM NAR	Yes	11 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 OMEGA BAY SEC 3	\$224,840
2018	142753	5515-0003-0012-000	SCROGGINS DAVID T & PAULA M	No	12 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 12 OMEGA BAY SEC 3	\$270,030
2018	142754	5515-0003-0013-000	EQUITY TRUST COMPANY CUSTOI	No	13 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 13 OMEGA BAY SEC 3	\$171,950
2018	142755	5515-0003-0014-000	HERZOG VIRGIL V & MARIE V	Yes	14 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 14 OMEGA BAY SEC 3	\$273,250
2018	142756	5515-0003-0015-000	MILLER RICHARD & VIVIAN	Yes	15 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 15 OMEGA BAY SEC 3	\$258,380
2018	142757	5515-0003-0016-000	VENABLE JAMES & STACY	Yes	16 S CURLEW LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR TR A - 16 S CURLEW DR AK	\$320,840
2018	142759	5515-0003-0018-000	PUCSETTI RAYMOND JR &	Yes	18 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC 3	\$280,030
2018	142760	5515-0003-0019-000	COOK JAMES LEE & ALEIDA	No	19 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 19 OMEGA BAY SEC 3	\$224,410
2018	142761	5515-0003-0020-000	LEDWELL JONAH M	Yes	20 S CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 20 OMEGA BAY SEC 3	\$265,000
2018	142763	5515-0004-0001-002	MATTHEWS FAMILY TRUST	Yes	1A N CURLEW LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR LOT 1 & S 28 FT OF LOT 1,	\$403,930 (405.032)
2018	504085	5515-0004-0002-000	PERTUIT RANDY J Sr	Yes	2 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 2 OMEGA BAY SEC 4	\$236,140
2018	142764	5515-0004-0003-000	STELTZLEN JAMES EDWARD	Yes	3 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 4	\$317,450
2018	142765	5515-0004-0004-000	RAMEY MELVIN JR & CASSANDRA	Yes	4 N CURLEW LA MARQUE, TX 77568	ABST 7 BUNDICK C SUR LOT 4 OMEGA BAY SEC 4	\$300,000
2018	142766	5515-0004-0005-000	HENLEY JAMES & MARGARET CRIE	Yes	5 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 4	\$251,840
2018	142767	5515-0004-0006-000	KNOWLTON JOHN DAVID	Yes	6 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 4	\$334,370
2018	142768	5515-0004-0007-000	GAGE ERIC W	Yes	8 N CURLEW LA MARQUE, TX 77568	ABST 7 S C BUNDICK LOT 8 (7-0) OMEGA BAY SEC 4	\$234,020
2018	518006	5515-0004-0007-001	O'CONNOR CLIFTON B & LAURA O	No	7 N CURLEW LA MARQUE, TX 77568	ABST 7 S C BUNDICK LOT 7 (7-1) OMEGA BAY SEC 4	\$315,920
2018	142769	5515-0004-0009-000	PREUIT LARRY N & PAMELA S	Yes	9 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 9 OMEGA BAY SEC 4	\$244,630
2018	142770	5515-0004-0010-000	PREUIT LARRY N & PAMELA S	No	10 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 4	\$38,070
2018	142771	5515-0004-0011-000	BISHOP MICHAEL R &	Yes	11 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 OMEGA BAY SEC 4	\$283,900
2018	142772	5515-0004-0012-000	CLICK JACK	No	12 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 12 OMEGA BAY SEC 4	\$205,000
2018	142773	5515-0004-0013-000	BERRY ALLISON M	Yes	13 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 13 OMEGA BAY SEC 4	\$173,540
2018	142775	5515-0004-0015-000	COFFMAN BYRON Jr	Yes	15 N CURLEW LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOTS 14 & 15 OMEGA BAY S	\$347,880
2018	142776	5515-0004-0016-000	HENGST CLAYTON Z & LINDA K	Yes	16 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 16 OMEGA BAY SEC 4	\$340,730
2018	142777	5515-0004-0017-000	GEEGAN KEVIN R	No		ABST 7 PAGE 4 LOT 17 OMEGA BAY SEC 4	\$41,870
2018	142778	5515-0004-0018-000	SUMMEY JAMES R & CARMEN C	Yes	18 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC 4	\$304,510
2018	142779	5515-0004-0020-000	GARCIA GLEN WILLIAM	No	20 N CURLEW LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR LOTS 20 & 21 OMEGA BAY	\$368,130
2018	142781	5515-0004-0022-000	GARCIA GLEN WILLIAM	No		ABST 7 PAGE 4 LOT 22 OMEGA BAY SEC 4	\$38,070
2018	142782	5515-0004-0023-000	MEURIN CATHERINE & PATRICIA M	No	23 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 23 OMEGA BAY SEC 4	\$228,200
2018	142783	5515-0004-0024-000	MICHETICH ROBERT A & FRANCES	Yes	24 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 24 OMEGA BAY SEC 4	\$439,930
2018	142784	5515-0004-0025-000	TARRANT KENDALL & THERESA	Yes	25 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 25 OMEGA BAY SEC 4	\$215,520

2018	142785	5515-0004-0026-000	KOVACEVICH DIANE P	Yes	26 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 26 OMEGA BAY SEC 4	\$278,850
2018	142786	5515-0004-0027-000	RIDLEY CHRIS & BETH	No	27 N CURLEW LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOTS 27 & N 1/2 LOT 28 OM	\$227,490
2018	142788	5515-0004-0029-000	WILKINSON DARREL G & COURTN	Yes	29 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 29 & S 1/2 OF LOT 28 OMEGA B	\$220,770
2018	142789	5515-0004-0030-000	MONGOVEN THOMAS & ROBIN	No	30 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 30 OMEGA BAY SEC 4	\$227,490
2018	142790	5515-0004-0031-000	TIPTON CECILIA R	Yes	31 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 31 OMEGA BAY SEC 4	\$169,770
2018	142791	5515-0004-0032-000	HENGST CLAYTON & LINDA	No	32 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 32 OMEGA BAY SEC 4	\$198,570
2018	142792	5515-0004-0033-000	CHISHOLM LOUIS D	Yes	33 N CURLEW LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 33 OMEGA BAY SEC 4	\$345,560
2018	142793	5515-0005-0001-000	TIKI SANDPIPER LLC	No	1 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC 5	\$215,000
2018	142794	5515-0005-0002-000	MANER CAMILLE	Yes	2 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 2 OMEGA BAY SEC 5	\$194,360
2018	142795	5515-0005-0003-000	ZENDT JOHN & DEBORAH	No	3 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 5	\$167,890
2018	142796	5515-0005-0004-000	FUGLEBERG TONI M GLASCO	Yes	4 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 5	\$219,060
2018	142797	5515-0005-0005-000	TRUETTNER EVAN L & MARIAN	Yes	5 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 5	\$332,640
2018	142798	5515-0005-0006-000	DICKSON JAMES ERIC & JAMES	Yes	6 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 5	\$207,820
2018	142799	5515-0005-0007-000	STUBBS THERESA A	Yes	7 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC 5	\$178,210
2018	142800	5515-0005-0008-000	FRENCH JERRY & RINDA K	Yes	8 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC 5	\$288,670
2018	142801	5515-0005-0009-000	KEENER KEITH RODNEY & SHERIAI	Yes	9 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 9 OMEGA BAY SEC 5	\$370,000
2018	142802	5515-0005-0010-000	KAISER DEANA KAY & JASON WAY	Yes	10 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 5	\$232,230
2018	142803	5515-0005-0011-000	MELTON DARRON & ROBERTA K	Yes	11 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 OMEGA BAY SEC 5	\$344,380
2018	142804	5515-0005-0012-000	ORTEGA SHERI GOODING	No	12 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 12 OMEGA BAY SEC 5	\$193,350
2018	142805	5515-0005-0013-000	SCOTT TAD EVANS & KARI BETH	Yes	13 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 13 OMEGA BAY SEC 5	\$176,150
2018	142806	5515-0005-0014-000	WRIGHT JOHN DAVID & KAREN J	Yes	14 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 14 OMEGA BAY SEC 5	\$249,750
2018	142807	5515-0005-0015-000	LANE ROBERT C & FIONA	No	15 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 15 OMEGA BAY SEC 5	\$376,820
2018	142808	5515-0005-0016-000	CAYTEN PHILIP & ROXANNE	No	16 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 16 OMEGA BAY SEC 5	\$215,160
2018	142809	5515-0005-0017-000	CHANEY DON M II & LISA R	No	17 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 17 OMEGA BAY SEC 5	\$230,050
2018	142810	5515-0005-0018-000	SPIEGELHAUER JERRY A & KIM	Yes	18 S SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC 5	\$373,260
2018	142811	5515-0006-0001-000	MAI DUSTIN M & JENNY	Yes	2 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOTS 1 & 2 (1-1) OMEGA BAY SEC 6	\$202,000
2018	142813	5515-0006-0003-000	TROSTMANN JANET K	Yes	3 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 6	\$183,560
2018	142814	5515-0006-0004-000	JONES CAROLE C	Yes	4 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 6	\$186,170
2018	142815	5515-0006-0005-000	KOVALCHIK JOSEPH A	Yes	5 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 6	\$207,280
2018	142816	5515-0006-0006-000	JONES GUY W	No	6 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 6	\$193,800
2018	142817	5515-0006-0007-000	ROBINSON STEPHANIE AND JOSE	No	7 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC 6	\$240,940
2018	142818	5515-0006-0008-000	STAFFORD STEPHEN B SR &	Yes	8 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC 6	\$178,770
2018	142819	5515-0006-0009-000	GALVAN CHRIS JR & ANGELA LAYN	No	9 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 9 OMEGA BAY SEC 6	\$240,600
2018	142820	5515-0006-0010-000	LOCKE HERBERT WAYNE	Yes	10 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 6	\$185,000

2018	142822	5515-0006-0012-000	BARBER FRANK S JR	Yes	12 N SANDPIPER LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOTS 11 & 12 OMEGA BAY S	\$197,304
2018	142823	5515-0006-0013-000	VUONG ROBERT & HONG	No	13 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 13 OMEGA BAY SEC 6	\$187,990
2018	142824	5515-0006-0014-000	MULLIS JIM L & SUSAN	Yes	14 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 14 OMEGA BAY SEC 6	\$287,790
2018	142825	5515-0006-0015-000	JONES PATRICK C	No		ABST 7 PAGE 4 LOT 15 OMEGA BAY SEC 6	\$72,390
2018	142826	5515-0006-0016-000	ANDRISEK EDWARD & CINDY	Yes	16 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 16 & N PT OF LOT 17 (16-1) OM	\$200,000
2018	142827	5515-0006-0017-001	KAGE JEFFERY W Jr	Yes	17 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 S PT OF LOT 17 (17-1) OMEGA BAY S	\$347,790
2018	142828	5515-0006-0018-000	BROWN SHANNON	Yes	18 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC 6	\$318,790
2018	142829	5515-0006-0019-000	COMLEY ROBERT L & NANCY J	Yes	19 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 19 OMEGA BAY SEC 6	\$305,090
2018	142830	5515-0006-0020-000	STEVENS ERIC & KATHRYN	Yes	20 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 20 OMEGA BAY SEC 6	\$208,430
2018	142831	5515-0006-0021-000	BARR THADDAEUS L & STACIE D	Yes	21 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 21 OMEGA BAY SEC 6	\$209,010
2018	142832	5515-0006-0022-000	CARROLL GERALD & STACEY	Yes	22 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 22 OMEGA BAY SEC 6	\$234,000
2018	142833	5515-0006-0023-000	POGUE DONALD & KIMBER POGU	Yes	23 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 23 OMEGA BAY SEC 6	\$205,720
2018	142834	5515-0006-0024-000	MATTES DOUGLAS A JR	Yes	24 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 24 OMEGA BAY SEC 6	\$222,570
2018	142835	5515-0006-0025-000	LEWIS JAMES E JR & LAURA L	Yes	25 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 25 OMEGA BAY SEC 6	\$334,500 (315,600)
2018	142836	5515-0006-0026-000	HERNANDEZ CARLOS V & NORA	Yes	26 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 26 OMEGA BAY SEC 6	\$202,000
2018	142837	5515-0006-0027-000	BENSON BRIAN M	No	27 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 27 OMEGA BAY SEC 6	\$247,740
2018	142838	5515-0006-0028-000	BULLER RICHARD W & CYNTHIA	Yes	28 N SANDPIPER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 28 OMEGA BAY SEC 6	\$290,000
2018	142839	5515-0007-0001-000	KUNDER MICHAEL & ELIZABETH	No	1 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC 7	\$173,390
2018	142840	5515-0007-0002-000	BROOKS GEORGE A JR & CALLA	Yes	2 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 2 OMEGA BAY SEC 7	\$192,350
2018	142841	5515-0007-0003-000	BENTLEY SCOTT CHRISTOPHER	Yes	3 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 7	\$227,500
2018	142842	5515-0007-0004-000	MCGHEE STEPHANIE	Yes	4 S SKIMMER LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOTS 4 & 5 OMEGA BAY SEC	\$228,000
2018	142844	5515-0007-0006-000	DE LOS SANTOS JIMMY & PATRICI	No	6 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 7	\$169,200
2018	142845	5515-0007-0007-000	HUSTON JOHN & MONA	Yes	7 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 7 LOTS 7 & 8 OMEGA BAY SEC 7	\$407,720
2018	142847	5515-0007-0011-000	MACK GRADY W	Yes	11 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 & PT OF TENNIS COURT RESE	\$335,410
2018	142848	5515-0007-0012-000	BROZE JOSH & TARA	Yes	12 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 12 OMEGA BAY SEC 7	\$172,870
2018	142849	5515-0007-0013-001	HUSTON CRAIG D SR & MICHELLE	Yes	13 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 S 60 FT OF LOT 13 (13-1) OMEGA BA	\$244,520
2018	142850	5515-0007-0014-000	HORCICA ALLEN J	Yes	14 S SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 14 & N PT OF LOT 13 (14-1) OM	\$300,000
2018	142853	5515-0008-0002-000	KLEIN DEBRA & FRANK	Yes	2 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOTS 1 & 2 & N 25 FT OF LOT 3 (2-1)	\$487,230
2018	142854	5515-0008-0003-001	GOMEZ MARGARET	Yes	4 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 S 25 FT OF LOT 3 & N 40 FT OF LOT 4	\$255,500
2018	142855	5515-0008-0004-000	RODRIGUEZ JESSE & MARY	No	5 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 & S 10 FT OF LOT 4 (4-1) OME	\$197,400
2018	142856	5515-0008-0006-000	GONZALEZ NICHOLAS JOSEPH	Yes	6 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 8	\$252,200
2018	142857	5515-0008-0007-000	REED LUCKEY & TERESA	Yes	7 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC 8	\$201,930
2018	142858	5515-0008-0008-000	SULLIVAN STEPHEN MUREAL	Yes	8 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC 8	\$237,380
2018	142859	5515-0008-0009-000	VICE DAVID & DEANN	Yes	9 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 9 OMEGA BAY SEC 8	\$247,210

2018	142860	5515-0008-0010-000	DELEON ROBERTO & CYNTHIA A	Yes	10 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 8	\$188,990
2018	142861	5515-0008-0011-000	PETTY LILLIAN	Yes	11 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 OMEGA BAY SEC 8	\$339,782
2018	510719	5515-0008-0012-001	KELLEY PATRICK MICHAEL	No	12 N SKIMMER LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOT 12 & N 12 FT OF LOT 13	\$435,480
2018	142863	5515-0008-0013-000	LIPPENS CHONG	No	13 N SKIMMER LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOT 14 & S 63 FT OF 13 (13-	\$243,670
2018	142866	5515-0008-0015-000	FRY BENNY	Yes	15 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 15 OMEGA BAY SEC 8	\$190,570
2018	142868	5515-0008-0017-000	VINCENT BRENT C & SHERRY D	Yes	17 N SKIMMER LA MARQUE, TX 77568	ABST 7 LOT 16 & 17 OMEGA BAY SEC 8	\$296,410
2018	142869	5515-0008-0018-000	HUEBEL CHARLOTTE	No	18 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC 8	\$262,680
2018	142870	5515-0008-0019-000	MACHNER CHARLES &	Yes	19 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 19 OMEGA BAY SEC 8	\$286,700
2018	142871	5515-0008-0020-000	RISCHAN KEITH M	Yes	20 N SKIMMER LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 20 OMEGA BAY SEC 8	\$222,000
2018	142939	5515-0009-0001-000	MORGAN RICK & BROOK	Yes	1 S REDWING LA MARQUE, TX 77568	ABST 7 S BUNDICK SUR LOTS 1 & 2 OMEGA BAY SEC	\$495,430
2018	142942	5515-0009-0004-000	SCATES MARSHA LEE &	Yes	4 S REDWING LA MARQUE, TX 77568	ABST 7 PAGE 4 LOTS 3 & 4 OMEGA BAY SEC 9	\$362,320
2018	142943	5515-0009-0005-000	HATZ CREIGHTON M &	No	5 S REDWING LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 9	\$206,480
2018	142944	5515-0009-0006-000	HATZ LEONA A	No	6 S REDWING LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 9	\$239,880
2018	142945	5515-0009-0007-000	CORNELIUS ROBIN	No	7 S REDWING LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC 9	\$260,040
2018	142946	5515-0009-0008-000	SCATES MARSHA LEE &	No		ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC 9	\$68,550
2018	142872	5515-0010-0001-000	SHIPLEY THOMAS & PATRICIA	Yes	1 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC 10***DEFER	\$300,260
2018	142873	5515-0010-0002-000	(CO) SCHILTER GEORGE	Yes	2 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 2 OMEGA BAY SEC 10	\$206,490
2018	142874	5515-0010-0003-000	BENNATT LISA	Yes	3 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 10	\$165,000
2018	142875	5515-0010-0004-000	PERTHUIS BRITNIE JEAN & JAMES	Yes	4 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 10	\$245,120
2018	142876	5515-0010-0005-000	RODRIGUEZ PEDRO ARISTIDES	No	5 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 10	\$234,150
2018	142877	5515-0010-0006-000	PAR 19 LLC	No		ABST 7 PAGE 4 N 60 FT OF LOT 6 (6-1) OMEGA BAY	\$30,000
2018	142878	5515-0010-0007-000	ABBONDOLA CRAIG & THERESA	Yes	7 N PELICAN LA MARQUE, TX 77568	ABST 7 SC BUNDICK SUR LOTS 7 & S 15 FT OF LOT 6	\$257,730
2018	142879	5515-0010-0008-000	MCLAIN CLEVELAND & AGNES	Yes	8 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC 10	\$263,660
2018	142880	5515-0010-0009-000	SMITH DOUGLAS	Yes	9 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 9 OMEGA BAY SEC 10	\$220,000
2018	142881	5515-0010-0010-000	DONOVAN ROBERT W & KATY S	Yes	10 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 10 OMEGA BAY SEC 10	\$213,050
2018	142882	5515-0010-0011-000	CAMBIANO ROBERT F & SUE	Yes	11 N PELICAN LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 11 OMEGA BAY SEC 10	\$224,490
2018	608734	5515-0010-0012-000	COLLINS GREG A	No	13 N PELICAN LA MARQUE, TX 77568	ABST 7 SC BUNDICK SUR LOTS 12 & 13 OMEGA BAY	\$360,900
2018	142947	5515-0011-0001-000	WATERS ALAN L & YOLANDA N	Yes	1 S PINTAIL LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC 11	\$580,990
2018	142948	5515-0011-0002-000	SMITH JAMES CARLISLE & MELAN	Yes	2 S PINTAIL LA MARQUE, TX 77568	ABST 7 S BUNDICK SUR LOTS 2 & 3 OMEGA BAY SEC	\$475,000
2018	142950	5515-0011-0004-000	NGUYEN HOLLY TRANG	No	4 S PINTAIL LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 11	\$359,200
2018	142951	5515-0011-0005-000	AGNEW MICHAEL G & PATRICIA	Yes	5 S PINTAIL LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 11	\$390,000
2018	142952	5515-0012-0001-000	MAZZOLA JACK	No	1 N REDWING LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC 12	\$80,000
2018	142953	5515-0012-0002-000	REYES CESAR & PATRICIA	No	2 N REDWING LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 2 OMEGA BAY SEC 12	\$34,040
2018	142954	5515-0012-0003-000	MCCALL TIMOTHY	Yes	3 N REDWING LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 12	\$325,800

2018	142955	5515-0012-0004-000	PINKSTON JOHN R & CARRIE A	Yes	4 N REDWING	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 12	\$290,970
2018	142956	5515-0012-0005-000	BARTON PRESTON H III &	Yes	5 N REDWING	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 12	\$285,300
2018	142957	5515-0012-0006-000	LINDQUESTER JERRY K & LAURIE A	Yes	6 N REDWING	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 12	\$282,090
2018	142958	5515-0014-0001-000	PATRICK FREDERICK & MARY A	Yes	1 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC 14	\$353,000
2018	142959	5515-0014-0002-000	BIEDERMANN ALLEN J & CONNIE I	Yes	2 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 2 OMEGA BAY SEC 14	\$278,690
2018	142960	5515-0014-0003-000	DISPENSA THOMAS A & ZINA I	Yes	3 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 3 OMEGA BAY SEC 14	\$206,000
2018	142961	5515-0014-0004-000	TURNER KELLY L & JEFFERY LANEY	Yes	4 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC 14	\$336,130
2018	142962	5515-0014-0005-000	PATTON JERRY C & JANET S	Yes	5 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 5 OMEGA BAY SEC 14	\$303,000
2018	142963	5515-0014-0006-000	ANDERSON PENNY T	Yes	6 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 6 OMEGA BAY SEC 14	\$240,000
2018	142964	5515-0014-0007-000	EASTLAND DAVID MARVIN & SUSAN	Yes	7 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC 14	\$430,650
2018	142965	5515-0014-0008-000	LIMITONE ANTHONY & ELLEN	No	8 N PINTAIL	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC 14	\$272,070
2018	142994	5516-0000-0000-004	OMEGA BAY IMPROVEMENT COM	No			ABST 7 PAGE 4 RESERVE TRACT (0-4) OMEGA BAY	\$100
2018	142886	5516-0001-0001-000	KELLY IMELDA C	No	1 S WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 1 OMEGA BAY SEC A	\$281,760
2018	411252	5516-0001-0002-001	KELLY TIMOTHY L & IMELDA C	No			ABST 7 C BUNDICK SUR S 1/2 LOT 2 (2-1) OMEGA BAY SEC A	\$33,040
2018	142888	5516-0001-0003-000	BURNHAM ROBERT B	Yes	3 S WHITE HERON	LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR N 1/2 LOT 2 & ALL LOT 3 ON	\$263,440
2018	142889	5516-0001-0004-000	ROMAN GLORIA	Yes	4 S WHITE HERON	LA MARQUE, TX 77568	ABST 7 BUNDICK C SUR LOT 4 OMEGA BAY SEC A	\$275,000
2018	142890	5516-0001-0005-000	WHITEHEAD KERRY & FRANCIS	Yes	5 S WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 S 70 FT OF LOT 5 (5-2) O	\$325,150
2018	142891	5516-0001-0006-000	CAVARRETTA VINCENT J JR & KIM	Yes	6 S WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 N 5 FT OF LOT 5 & S 70 I	\$298,260
2018	309011	5516-0001-0006-001	HOWARD KIRK E & TERRY A	Yes	7 S WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 ABST 640 N 5FT OF LOT 6 & S 65FT C	\$219,740
2018	142893	5516-0001-0008-000	CLEMMONS ROBIN	Yes	8 S WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 N 10 OF LOT 7 & ALL OF	\$450,000
2018	142894	5516-0002-0001-000	GRAYSON YVONNE	Yes	1 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 1 OMEGA BAY SEC I	\$310,010
2018	142895	5516-0002-0002-000	MUNTZEL JAMES & CARON	Yes	2 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 2 OMEGA BAY SEC I	\$235,660
2018	142896	5516-0002-0003-000	JOSEPH F MESSINA IRREVOCABLE	No			ABST 7 PAGE 4 & ABST 640 LOT 3 OMEGA BAY SEC I	\$53,870
2018	142897	5516-0002-0004-000	JOSEPH F MESSINA IRREVOCABLE	No	4 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 4 OMEGA BAY SEC I	\$209,680
2018	142898	5516-0002-0005-000	JOSEPH F MESSINA IRREVOCABLE	No			ABST 7 PAGE 4 & ABST 640 LOT 5 OMEGA BAY SEC I	\$64,640
2018	142899	5516-0002-0006-000	CANE DONALD J	Yes	6 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 6 OMEGA BAY SEC I	\$229,320
2018	142900	5516-0002-0007-000	SCARBERRY CHARLES D & PAMELA	Yes	7 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 7 OMEGA BAY SEC I	\$290,600
2018	142901	5516-0002-0008-000	CARNER JAMES G & SARAH A	Yes	8 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 8 OMEGA BAY SEC I	\$217,890
2018	142902	5516-0002-0009-000	NALEWAK LAWRENCE E & ANNA L	Yes	9 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 9 OMEGA BAY SEC I	\$253,160 (217448)
2018	142904	5516-0002-0011-000	FRNKA JIMMIE JOHN	Yes	11 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 S BUNDICK SUR LOTS 10,11 & N 1/2 LOT 12	\$344,914
2018	142905	5516-0002-0012-000	PINSON SYLVIA J	Yes	14 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 S 1/2 OF LOT 12 (12-0) &	\$210,000
2018	142908	5516-0002-0015-000	HOLTKE MICHAEL DEAN	Yes	15 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 15 OMEGA BAY SEC	\$225,500
2018	142909	5516-0002-0016-000	FRITZ JAMES L & SHERRY	Yes	16 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 16 OMEGA BAY SEC	\$305,320
2018	142910	5516-0002-0017-000	FLEMING STEPHEN H	Yes	17 N WHITE HERON	LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 17 OMEGA BAY SEC	\$246,160

2018	142911	5516-0002-0018-000	CAPPS KENNETH ANDREW	Yes	18 N WHITE HERON LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 18 OMEGA BAY SEC	\$230,000
2018	142912	5516-0002-0019-000	ROWLEY MICHAEL E & COREEN	No	19 N WHITE HERON LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 19 OMEGA BAY SEC	\$242,520
2018	142913	5516-0002-0020-000	TYLER KATHLEEN & DAVID	Yes	20 N WHITE HERON LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 20 OMEGA BAY SEC	\$258,340
2018	142914	5516-0003-0001-000	TRAYLOR DANNY ANDREW & ROB	Yes	1 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 & ABST 640 LOT 1 OMEGA BAY SEC	\$356,080
2018	142916	5516-0003-0003-000	WATKINS BRADLEY & STEPHANIE	Yes	3 N OMEGA DR LA MARQUE, TX 77568	ABST 7 LOTS 2 & 3 OMEGA BAY SEC C	\$408,810
2018	142917	5516-0003-0004-000	REISER WILLIAM K	Yes	4 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 4 OMEGA BAY SEC C	\$379,190
2018	389017	5516-0003-0005-001	DORECK JOHN M JR & KIMBERLY J	Yes	5 N OMEGA DR LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOTS 5 & 6 (5-1) OMEGA BA	\$405,000
2018	142920	5516-0003-0007-000	SHIPLEY GARVIN H Jr	Yes	7 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 7 OMEGA BAY SEC C	\$308,850
2018	142921	5516-0003-0008-000	HARGRAVES SCOTT ELLIS	Yes	8 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 8 OMEGA BAY SEC C	\$245,680
2018	142922	5516-0003-0009-000	HEBERT KAREN CECILE & EDWARD	Yes	9 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 9 OMEGA BAY SEC C	\$288,440
2018	142923	5516-0003-0010-000	RESENDEZ JOEY	Yes	10 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOTS 10 & 11 OMEGA BAY SEC C	\$358,130
2018	142925	5516-0003-0012-000	SHARP GEORGIA CATHERINE & NE	Yes	12 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 12 OMEGA BAY SEC C	\$254,740 (258,000)
2018	142926	5516-0003-0013-000	MOULD PAUL & REBECCA	Yes	1 N CURLEW LA MARQUE, TX 77568	ABST 7 S C BUNDICK SUR LOT 13 & N 22FT OF LOT 1	\$382,520
2018	142927	5516-0003-0014-000	THE WILLIAM L SELPH REVOCABLE	No	14 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 14 OMEGA BAY SEC C	\$195,260
2018	142928	5516-0003-0015-000	WRIGHT WILLIAM J	Yes	15 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 15 OMEGA BAY SEC C	\$211,610
2018	142929	5516-0003-0016-000	SSN INVESTMENTS LLC	No	16 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 16 OMEGA BAY SEC C	\$240,000
2018	142930	5516-0003-0017-000	CZEREWATY BRIAN P	Yes	17 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 17 OMEGA BAY SEC C	\$210,940
2018	142931	5516-0003-0018-000	SADLER MICHAEL RAY	Yes	18 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 18 OMEGA BAY SEC C	\$282,000
2018	142932	5516-0003-0019-000	WEST PAMELA A	No	19 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 19 OMEGA BAY SEC C	\$210,360
2018	142933	5516-0003-0020-000	MYERS JEFFREY D	No	20 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 20 OMEGA BAY SEC C	\$270,650
2018	142934	5516-0003-0021-000	OKEEFE DEREK C & JENNIFER	No	21 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 21 OMEGA BAY SEC C	\$221,580
2018	142935	5516-0003-0022-000	MOORE MALCOLM E	Yes	22 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 22 OMEGA BAY SEC C	\$254,630
2018	142936	5516-0003-0023-000	MURPHY JOE	Yes	23 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 23 OMEGA BAY SEC C	\$248,250
2018	142937	5516-0003-0024-000	NELSON DARRIN & ANGELA	Yes	24 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 24 OMEGA BAY SEC C	\$250,910
2018	142938	5516-0003-0025-000	TANG TOAN THIEN	Yes	25 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 25 OMEGA BAY SEC C	\$245,410
2018	142966	5516-0004-0026-000	HOMMINGA MICHELLE B & RICHARD	No		ABST 7 PAGE 4 LOT 26 OMEGA BAY SEC D	\$70,660
2018	368858	5516-0004-0026-001	OMEGA BAY IMPROVEMENT CON	No		ABST 7 PAGE 4 PT OF LOT 26 (26-1) OMEGA BAY SEC	\$100
2018	142967	5516-0004-0027-000	HOMMINGA MICHELLE B & RICHARD	No		ABST 7 PAGE 4 LOT 27 OMEGA BAY SEC D	\$67,120
2018	142968	5516-0004-0028-000	HOMMINGA MICHELLE B & RICHARD	Yes	28 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 28 OMEGA BAY SEC D	\$429,160
2018	142969	5516-0004-0029-000	MALCHAR JOSEPH A & CHRISTINA	Yes	29 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 29 OMEGA BAY SEC D	\$376,330 (280,000)
2018	142971	5516-0004-0031-000	MEGALE GWENDOLYN A & MICHAEL	Yes	31 N OMEGA DR LA MARQUE, TX 77568	ABST 7 LOTS 30 & 31 OMEGA BAY SEC D	\$240,000
2018	142972	5516-0005-0032-000	BROCK TOMMY GENE & LISA ANN	Yes	32 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 32 OMEGA BAY SEC E	\$265,520
2018	142973	5516-0005-0033-000	CASSIMUS ANASTOSIOS SPIRO	Yes	33 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 33 OMEGA BAY SEC E	\$236,010
2018	142974	5516-0005-0034-000	MARTINEZ ERIK	Yes	34 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 34 OMEGA BAY SEC E	\$225,010

2018	142975	5516-0005-0035-000	ANCHORED WEALTH INVESTMENT	No	35 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 35 OMEGA BAY SEC E	\$228,000
2018	142976	5516-0005-0036-000	MORTON CHRISTOPHER S &	Yes	36 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 36 OMEGA BAY SEC E	\$287,570
2018	142977	5516-0005-0037-000	MEGALE ROBERT V & SARAH C	Yes	37 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 37 OMEGA BAY SEC E	\$230,000
2018	142978	5516-0005-0038-000	ANNALORA MICHAEL R	Yes	38 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 38 OMEGA BAY SEC E	\$262,730
2018	142979	5516-0006-0039-000	ABERCIA JACK F SR & JACQUE	No	39 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 39 OMEGA BAY SEC F	\$363,380
2018	142980	5516-0006-0040-000	GILL BRUCE E & MARY A	Yes	40 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 40 OMEGA BAY SEC F	\$287,610
2018	142981	5516-0006-0041-000	ESTES MICHAEL & SALEICE	Yes	41 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 41 OMEGA BAY SEC F	\$272,440
2018	142982	5516-0006-0042-000	CHANG ALBERT S & SHARON M	No	42 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 42 OMEGA BAY SEC F	\$343,300
2018	142983	5516-0006-0043-000	EPPINETTE DONALD L & MARTHA	Yes	43 N OMEGA DR LA MARQUE, TX 77568	ABS T7 PAGE 4 LOT 43 OMEGA BAY SEC F	\$218,050
2018	142984	5516-0007-0044-000	RIDDELL BEVERLY T & JAMES S RIE	Yes	44 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 44 OMEGA BAY SEC G	\$318,800
2018	142985	5516-0007-0045-000	ELLIOTT STEPHEN D & MARI	Yes	45 N OMEGA DR LA MARQUE, TX 77568	ABST 7 PAGE 4 LOT 45 OMEGA BAY SEC G	\$220,630
2018	142986	5516-0007-0046-000	DESORMEAUX REGGIE J & LAURET	Yes	46 N OMEGA DR LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOT 46 & PT LOT 47 OMEGA	\$359,980
2018	142988	5516-0007-0048-000	BOUDOIN DOUGLAS & CATHERINI	Yes	48 N OMEGA DR LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR PT OF LOT 47 & LOT 48 LESS	\$275,260
2018	142989	5516-0007-0049-000	PIERCE WILLIAM C	Yes	49 N OMEGA DR LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOT 49 & SW 10FT LOT 48 C	\$262,000
2018	142990	5516-0007-0050-000	HAMEL JACK D	Yes	50 N OMEGA DR LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR LOT 50 & NE 42.5FT LOT 51	\$370,000
2018	142992	5516-0007-0052-000	CLARKE ALBERT JOHN & REBECCA	Yes	52 N OMEGA DR LA MARQUE, TX 77568	ABST 7 C BUNDICK SUR SW 12.5FT LOT 51, & NE 41.	\$305,010
2018	408215	5516-0007-0052-001	BURLING BRETT & CANDI	No		ABST 7 C BUNDICK SUR W 13.75FT LOT 52 (52-1) &	\$53,920
2018	142993	5516-0007-0053-000	OMEGA BAY IMPROVEMENT COM	No		ABST 7 C BUNDICK W PT LOT 53 OMEGA BAY SEC G	\$100
2018	397178	5516-0007-0053-003	GROVE PATTY L	Yes	53A N OMEGA DR LA MARQUE, TX 77568	BUNDICK SUR PT OF LOT 53 OMEGA BAY SEC G (53-	\$323,000

\$71,283,550

SOURCE: Galveston County Appraisal District
Date: November 21, 2018

Total:
39,156,166

001 Announcements

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006 Legal Notices

NOTICE OF PUBLIC HEARING FOR THE CREATION OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF LA MARQUE, TEXAS UNDER CHAPTER 311, TEXAS TAX CODE

Notice is hereby given that the City Council of the City of La Marque will hold a public hearing on January 14, 2019, beginning at 6:00 p.m. at the City of La Marque Council Chambers, 1111 Bayou Road, La Marque, Texas 77568, on the creation of Tax Increment Reinvestment Zone Number One, City of La Marque, Texas (the "Zone") under the provisions of Chapter 311 of the Texas Tax Code and the benefits of the Zone to the City and the property in the Zone. The general impact of the proposed Zone will be to increase the value of taxable properties through the construction of new public and private improvements.

At the hearing, any interested person may speak for or against the creation of the Zone, its proposed boundaries or the concept of tax increment financing. Owners of property in the proposed Zone will be given a reasonable opportunity to protest the inclusion of their property in the Zone. Copies of the legal description of the property to be included in the Zone and drawings of the proposed Zone are available at the City Secretary's office at City Hall.

Robin Eldridge, TRMC
City Clerk

Published: December 14, 2018
00464810

006 Legal Notices

ORDINANCE NUMBER 921-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AFFECTING PARTICIPATION OF CITY EMPLOYEES IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM; GRANTING THE ADDITIONAL RIGHTS, CREDITS AND BENEFITS AUTHORIZED BY SECTIONS 852.205 OF TITLE B, GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

DULY PASSED AND APPROVED on first reading this the 13th day of November 2018.

DULY PASSED AND APPROVED on second reading this 11th day of December, 2018.
(Third Reading Suspended)

/S/ Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:
/S/ Alun W. Thomas, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:
/S/ David W. Olson, City Attorney
City of Dickinson, Texas

A full copy of Ordinance 921-2018 is on file in the Dickinson City Secretary's Office and can be obtained by contacting Alun W. Thomas at 281-337-6217 or by email at athomas@ci.dickinson.tx.us

Published: December 14, 2018
00464814

001 Announcements

006 Legal Notices

**ORDINANCE NUMBER 920-2018
(Zoning Case SUP-18-1830)**

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP-18-1830 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A CHURCH; LOCATED AT 3720 SPRUCE DRIVE IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED INTERSTATE COMMERCIAL ("IC"); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

DULY PASSED AND APPROVED on first reading this the 23rd day of October, 2018.

DULY PASSED AND APPROVED on second reading this the 13th day of November, 2018.
(Third Reading Suspended)

/S/ Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:
/S/ Alun W. Thomas, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:
/S/ David W. Olson, City Attorney
City of Dickinson, Texas

A full copy of Ordinance 920-2018 is on file in the Dickinson City Secretary's Office and can be obtained by contacting Alun W. Thomas at 281-337-6217 or by email at athomas@ci.dickinson.tx.us

Published: December 14, 2018
00464815

006 Legal Notices

ORDINANCE NUMBER 922-2018

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, DELETING SUBSECTION (f), SCHOOL ZONES, OF SECTION 10-3, TRAFFIC-CONTROL DEVICES, OF CHAPTER 10, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF DICKINSON CODE OF ORDINANCES AND ADOPTING A NEW SUBSECTION (f), SCHOOL ZONES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING FOR A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

DULY PASSED AND APPROVED on first reading this the 13th day of November 2018.

DULY PASSED AND APPROVED on second reading this 11th day of December, 2018.
(Third Reading Suspended)

/S/ Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:
/S/ Alun W. Thomas, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:
/S/ David W. Olson, City Attorney
City of Dickinson, Texas

A full copy of Ordinance 922-2018 is on file in the Dickinson City Secretary's Office and can be obtained by contacting Alun W. Thomas at 281-337-6217 or by email at athomas@ci.dickinson.tx.us

Published: December 14, 2018
00464813

006 Legal Notices

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF LESLIE CAMERON, a/k/a CAMERON, DECEASED.

Notice is hereby given that original Letter Testamentary for the ESTATE OF LESLIE CAMERON, a/k/a L. F. CAMERON, deceased, were issued November 29, 2018 Cause Number 0079096 pending Probate and County Court of Galveston County, Texas to Ann Cameron, who appointed Independent Administratrix with annexed of the above estate. All persons having claims against this estate which is currently administered are required to present them within the time and manner prescribed by law.

The post office address of the Estate to which should be submitted

ESTATE OF LESLIE CAMERON, a/k/a CAMERON, DECEASED, c/o Michael B. Hu Attorney at Law P.O. Box 629 Galveston, Texas 77550

Dated the 13th day of December, 2018

Published: December 14, 2018
00464817

TO ALL PERSONS INTERESTED IN THE ESTATE OF ROGER CARLETON WOOD, DECEASED, NO. PR-0079162, in Probate Court of Galveston County

Kent Jackson Wood Mary Catherine Wood A/K/A Mary C. Wood applicants in the above numbered and entitled estate filed an Application to Determine Heirs and Declare who are Unknown Heirs and Their Heirs Suffering from a Disability of the said ESTATE OF ROGER CARLETON WOOD, DECEASED and their respective shares and interests in the estate. Said application may

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CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Charlene Warren

Department: Administration

Agenda item: 8e

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. O-2019-003, adopting and imposing impact fees. THIS IS THE SECOND AND FINAL READING

☒ X

ATTACHMENTS FOR REFERENCE

1. Ordinance
2. Water and Wastewater Impact Fee Study
3. Notice of Public Hearing

STAFF BRIEFING:

- ARKK Engineers, LLC was contracted to prepare an Impact Fee study, for the purpose of establishing a capital recovery fee schedule for new development in the City's water and wastewater service area.
- This study estimated the probable growth of the City, both in terms of population increases and geographical location of the anticipated growth.
- It estimated the capital improvement costs that will be needed to provide water and wastewater utility service to this growth through the next ten (10) year development horizon.
- Lastly, the study calculated the maximum allowable impact fees that may be assessed to new development to defray the cost of the required water and wastewater improvements needed to support the development.
- At the December 10, 2018 Council meeting, a resolution was adopted approving the land use assumptions and capital improvements plan, and calling for a public hearing on the imposition of impact fees.
- City Clerk has published the Public Hearing notice, calling for Public Hearing on January 14, 2019 as required by Chapter 395 of the Texas Local Government Code.
- Special legal counsel approved and drafted the Ordinance

HISTORY: A resolution accepting the report from ARKK Engineers and calling a public hearing on the land use assumptions and capital improvements plan was passed by Council at the November meeting.

TARGET IMPLEMENTATION: February 11, 2019 or as otherwise required by statute

SIGNIFICANT ACTION DATES:

12.10.2018 - First Public Hearing; Resolution adopted calling for second public hearing

1-14-2019 - Council approved Ordinances on the First reading



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. O-2019-003, adopting and imposing impact fees. THIS IS THE SECOND AND FINAL READING

FISCAL IMPACT: Dependent upon future growth.

ORDINANCE NO. O-2019-003

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE CODE OF ORDINANCES OF CITY OF LA MARQUE, TEXAS, BY ADDING CHAPTER 42, "IMPACT FEES;" PROVIDING RULES AND REGULATIONS GOVERNING SAME WITHIN THE CITY; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code § 395.001 et seq., authorizes cities to enact or impose impact fees on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development; and

WHEREAS, the City Council of the City of La Marque (the "City") appointed an advisory committee ("Impact Fees Advisory Committee") to study the land use assumptions, capital improvements plan and implementation of impact fees within certain areas of the City;

WHEREAS, the City Council has employed ARKK Engineers, LLC to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City;

WHEREAS, each was considered by the City's Impact Fees Advisory Committee, and such assumptions, plan, and proposed fees were filed with the City Council, along with the Impact Fees Advisory Committee's comments;

WHEREAS, ARKK Engineers, LLC and City staff received written comments from the Impact Fees Advisory Committee on the land use assumptions, capital improvements plan and impact fees;

WHEREAS, the City Council has reviewed and evaluated its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities in the time and manner required by law;

WHEREAS, consistent with input from the Impact Fees Advisory Committee, the citizens, and the City Council, City staff and consultants have updated the City's Land Use Assumptions and Capital Improvements Plan and calculated a resulting impact fee contained in **Exhibit A**, attached and made a part hereof for all purposes;

WHEREAS, the City Council held public hearings on the city's Land Use Assumptions, Capital Improvements Plan and proposed impact fees on December 10, 2018 and January 14, 2019 and provided notice of such hearings by publication in a newspaper of general circulation before the 30th day before the date of the hearing and otherwise in accordance with Section 395.044 of the Texas Local Government Code;

WHEREAS, the City Council adopted the land use assumptions and capital improvement plan on December 10, 2018 and now desires to adopt impact fees for water and wastewater facilities, all in accordance with Chapter 395, of the Texas Local Government Code; and

WHEREAS, the City has determined that it is in the best interest of the general public to adopt impact fees for water and wastewater facilities;

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

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

Section 2. The Code of Ordinances of the City of La Marque, Texas, is hereby amended by adding a Chapter 42, "Impact Fees," to read and provide as follows:

"Chapter 42 - IMPACT FEES

Article I. - In General

Sec. 42-1. Title.

This article shall be known and cited as the "City of La Marque Impact Fee Ordinance."

Sec. 42-2. Purpose.

This article is intended to impose and levy water and wastewater facilities impact fees on new development, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service areas. The designated services areas are as shown in the attached **Exhibit A**.

Sec. 42- 3. Authorization.

(a) The city is authorized to enact this article in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for

funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development.

(b) “New development” means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

Sec. 42- 4. Land use assumptions.

The land use assumptions included in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes, are hereby in all things approved and adopted.

Sec. 42-5. Capital improvements plan.

The capital improvements plan included in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes, are hereby in all things approved and adopted.

Sec. 42-6. Impact fees.

(a) The impact fees set forth in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes are hereby levied against new development on lands located within the corporate boundaries of the city.

(b) For new development which is platted in accordance with the City’s subdivision regulations before the adoption of this article, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

Sec.42-7. Assessment of impact fees.

(a) Impact fees are hereby assessed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Assessment of impact fees for new development shall be made as follows:

(1) For land on which new development occurs or is proposed to occur, and for which no platting or replatting is required pursuant to the city’s subdivision regulations prior to development, assessment shall

occur at the time application is made for the building permit or utility connection, whichever occurs first, and shall be the amount of the maximum impact fees per service unit applicable to the respective service area(s) in which the development is located.

(2) For new developments that have filed applications for approval pursuant to the City's subdivision regulations or for which replatting results in an increase in the number of service units after such date, assessment shall be at the time of the final plat is recorded, and shall be the amount of the maximum impact fee per service unit applicable to the respective service area(s) in which the development is located.

(b) Following initial assessment of impact fees for a new development, the amount of the maximum impact fee per service unit for any such development may not be increased unless the owner proposes to change the approved development and increase the number of service units, in which case the impact fee shall be reassessed and the impact fee then in effect shall be imposed for such additional service units, and shall be limited to the amount attributable to the additional service units.

(c) Following the lapse or expiration of approval of a new development, a new assessment shall be performed at the time a new application for such development is filed.

Sec. 42-8. Collection of impact fees.

(a) For all developments platted after the effective date of the ordinance from which this article is derived, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.

(b) For all developments platted in accordance with the City's Subdivision ordinance prior to the effective date of the ordinance from which this article is derived, the impact fees shall not be collected on any service unit for which a valid building permit is issued within one year after the effective date of the ordinance.

(c) For water and wastewater fees, if the city has water and wastewater capacity available, the impact fee shall be collected at the time the city issues a building permit or approves an application for a utility connection, whichever occurs first.

(d) In areas where services are not currently available, fees may be assessed but may not be collected, except as provided by state law. Where state law requires a commitment by the city to commence construction of a capital improvement or facility expansion, and to have the service available within a specified time frame in order to collect the fees, the city manager is empowered to make this commitment on behalf of the city after consultation with the city's engineer.

(e) A school district is not required to pay impact fees imposed under this article unless the board of trustees of the district consents to the payment of the fees by entering into a contract with the city.

(f) Notwithstanding the above, the city may enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Sec. 42-9. Establishment of accounts.

(a) Impact fee funds shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Section 42-10.

(c) The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Section 42-10. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article.

(d) The city shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are

deposited shall be open for public inspection and copying during ordinary business hours.

Sec. 42-10. Use of proceeds of impact fee accounts.

(a) The impact fees collected for each service area pursuant to these regulations may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the applicable capital improvements plan for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facility expansions. Impact fees also may be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee capital improvements plan.

(b) Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:

- (1) Construction, acquisition or expansion of capital improvements or assets other than those identified in the applicable capital improvements plan;
- (2) Repair, operation, or maintenance of existing or new capital improvements or facility expansion;
- (3) Upgrade, expansion or replacement of existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) Upgrade, expansion, or replacement of existing capital improvements to provide better service to existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
- (5) Administrative and operating costs of the city

Sec. 42-11. Refunds and rebates.

On the request of an owner of property on which an impact fee has been paid, impact fees shall be refunded if existing facilities are available and service is denied, or, if the city failed to commence construction of facilities required for service within two years of payment of the fee, or if construction is not complete within a reasonable time considering the type of capital improvements or facility expansion to be constructed, but not in any event more than five years from date of payment of the fee.

- (a) Any impact fee funds not expended within ten years after payment shall be refunded.
- (b) Refunds shall bear interest calculated from the date of collection to the date of refund at the statutory rate set forth in Section 302.002 Texas Finance Code or its successor statutes.
- (c) All refunds will be made to the owner of record at the time the refund is paid. If, however, the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

Sec. 42-12. Appeals.

Upon written application of the owner of property upon which impact fees were assessed, the City council shall consider appeals to the interpretations of or errors in the application of the impact fee regulations or schedules used to calculate the fees or credits.

Sec. 42-13. Credits and offsets.

- (a) Any construction of, contributions to, or dedications of any facility appearing on the capital improvements plan which is required by the city to be constructed by the owner as a condition of development shall be credited against the impact fees otherwise due from the development. Credit for impact fees due an owner in one category of impact fees may not be used to offset impact fees in another category.

As an alternative to the foregoing, the city and owner may enter into an agreement providing that, in addition to the credit, owner will be reimbursed for all or a portion of the costs of such facilities from impact

(b) fees received from other new developments that will use such capital improvements of facility expansions.

(c) An owner shall be entitled to a credit against any category of impact fee provided in any written agreement between the city and the owner.

(d) No credit for construction of any facility shall exceed the total amount of impact fees due from the development for the same category of improvements.

Sec. 42-14. Advisory Committee.

(a) The capital improvements advisory committee (advisory committee) shall consist of the Planning & Zoning Commission. If the Commission does not include at least one representative of the real estate, development or building industry who is not an employee or official of a political subdivision or governmental entity, the City Council shall appoint at least one such representative as an ad hoc member of the advisory committee.

(b) The advisory committee serves in an advisory capacity and is established to:

- (1) advise and assist the adoption of land use assumptions;
- (2) review the capital improvements plan and file written comments;
- (3) monitor and evaluate implementation of the capital improvements plan;
- (4) file semi-annual reports with respect to the progress of the capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fees; and
- (5) advise the city staff and Council of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

All professional reports concerning the development and implementation of the capital improvements plan shall be made available to the advisory committee.

(c) The advisory committee shall elect a chairperson to preside at its meetings and a vice-chairperson to serve in their absence.

(d) The land use assumptions and Capital Improvements Plan shall be updated at least every five (5) years. Alternatively, the City Council may, pursuant to the provisions of the Texas Local Government Code § 395.0575, make a determination that no such update is necessary.”

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

Section 4. This ordinance is intended to be cumulative and shall not repeal any previous ordinance except to the extent that any provision of such ordinance is inconsistent and cannot be reconciled with any provision contained herein.

Section 5. This ordinance shall be effective immediately upon the Second and Final reading and adoption by the City Council of La Marque.

PASSED AND APPROVED by City Council of the City of La Marque, Texas on FIRST READING this 14th day of January, 2019.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque, Texas on SECOND AND FINAL READING this ____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego
City Attorney

Exhibit A - Water and Wastewater Impact Fee Study

WATER AND WASTEWATER IMPACT FEE STUDY

November, 2018



CITY OF LA MARQUE

November, 2018

**ARKK Engineers, LLC
TBPE Firm # F-13872
7322 Southwest Fwy. Ste. 1040**

WATER AND WASTEWATER IMPACT FEE STUDY CITY OF LA MARQUE

NOVEMBER, 2018

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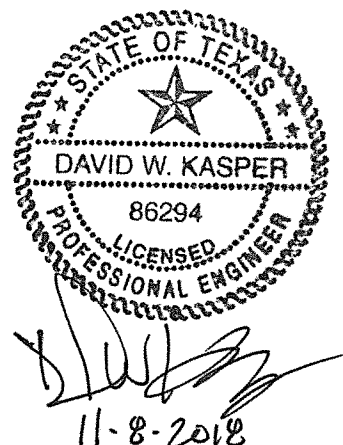
EXHIBITS AND FIGURES

Figure 1 – Service Area Map

Figure 2 – Land Use Assumptions Map

Figure 3 – Capital Improvement Plan – Water and Wastewater

Figure 4 – Development Map



1. INTRODUCTION

ARKK Engineers LLC has been contracted by the City of La Marque to prepare the City's Impact Fee study, for the purposes of establishing a capital recovery fee schedule for new development in the City's water and wastewater service area. The study was conducted in compliance with the State of Texas Local Government Code, Title 12, Planning and Development, Subtitle C, Chapter 395, "Financing Capital Improvements in Municipalities, Counties, and Certain Other Local Governments", herein referred to as "Chapter 395". Under Chapter 395 requirements, the City is required to adopt an ordinance, order, or resolution approving land use assumptions and capital improvements plan ("CIP") prior to considering adoption of a Capital Recovery Fee, also referred to herein as an "impact fee."

The objectives of this study are to:

- a) Estimate the probable growth of the City; both in terms of population increases and geographical location of the anticipated growth.
- b) Estimate the capital improvement costs that will be needed to provide water and wastewater utility service to this growth through the 10 year development horizon;
- c) Calculate the maximum allowable impact fees that may be assessed to new development to defray the cost of the required water and wastewater improvements needed to support the development.

Impact Fees are proposed to be charged by the City of La Marque for each new connection to the City's water and/or wastewater system. Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged. Updates are performed on a five-year cycle. The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then to be presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

For purpose of this study, it is recommended that the City adopt a **ten year** planning period from 2018-2027 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. Included in this study is a review of the growth experience during the previous planning period, projects implemented from the CIP, and the actual cost of water and wastewater projects. Water and wastewater studies and reports performed during this period are also reflected herein.

2. SERVICE AREA

The proposed service area is shown on **Figure 1**. The service area includes the area within the City of La Marque's City Limit. In the future, as areas are contemplated for annexation, the Service Area Map should be updated to reflect the annexed area. Areas outside the City Limits in which the City is considering executing a development agreement for water and/or wastewater service should also be incorporated into the service area.

3. LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

The purpose of the Land Use Map is to provide the basis for provision and requirement for projects to support new development in the service area and to project the number of equivalent service units to fairly allocate the resulting costs through the assessment of Impact Fees. The following factors were considered in developing the Land Use Map:

- The character, type, density and quantity of existing development.
- Proposed land use.
- The Water System Modeling and Planning Study (2016 ARKK Engineers).
- Availability of land for future development.
- Current growth trends in the City.
- Location and configuration of vacant land.
- Known or anticipated development projects.

See **Figure 2 - Land Use Map**

3.1 BASE DATA

The data developed for the Land Use Map was based on aerial mapping and HGAC planning resources. Population data was obtained from US Census data and the 2016 Water Modeling and Planning Study document as shown in the following **Table 1**. A review of U.S. Census data shows that in the period 2010 to 2015, the City grew from a population of 14,509 to a population of 15,908.

TABLE 1
POPULATION DATA

Plan Year	Year End	Est. Annual Number of Connections Added	Total Number of Connections	Projected Population
	2010		5,278	14,509
	2015	102	5,787	15,908
1	2018	102	6,093	16,747
2	2019	102	6,194	17,027
3	2020	102	6,296	17,307
4	2021	102	6,398	17,587
5	2022	102	6,500	17,867
6	2023	102	6,602	18,146
7	2024	102	6,703	18,426
8	2025	102	6,805	18,706
9	2026	102	6,907	18,986
10	2027	102	7,009	19,266

The table above reflects that the City can reasonably expect to have 7,009 water service connections in ten years' time.

**Table 2 - Water Meter Connection Count
(Year End 2017)**

Meter Size:	Number of Connections	Equivalency	Equivalent Connections
5/8 x 3/4	5,524	1	5,524
1"	118	1	118
1.5"	1	1	1
2"	87	2	174
4"	8	4	32
6"	1	10	10
8"	1	30	30
	5,740		5,889

3.2 TEN YEAR GROWTH ASSUMPTIONS

The current rate of growth in terms of equivalent service units (ESU's) for the City is averaging around 93 - 102 new ESU's per calendar year

With the current total connections in the system expressed in ESU's of approximately 6,093, the growth rates in terms of equivalent connections was **1.8%** for the period 2010-2018. It is recommended that for this 2018 Impact Fee Study the City adopt a growth rate of **102 Equivalent Service Connections per year** to the water and wastewater system. This growth rate is consistent with the 2016 Water System Modeling and Planning study. For the projected 10 year period, it is estimated that 1,108 new connections will be added.

3.3 ULTIMATE POPULATION PROJECTIONS

TABLE 3 - Projected Development and Estimated Water Use

Development Area No.	Projected Development Type	Gross Acreage	Est. Acreage Developed with Water Service	Estimated Equivalent Connections per Acre	Estimated Number of New Connections	Est. Average Daily Water Use per Connection	Estimated Daily Water Usage (gpd)
1	Commercial	241.8	181.3	1	181	350	63,471
2	Commercial	81.3	61.0	1	61	350	21,351
3	Commercial	38.4	28.8	2	58	350	20,177
4	Commercial	11.9	8.9	2	18	350	6,258
5	Commercial	74.5	55.9	2	112	350	39,121
6	Commercial	19.3	14.5	2	29	350	10,127
7	Commercial	11.4	8.6	2	17	350	5,988
8	Commercial	3.5	2.6	2	5	350	1,826
9	Commercial	10.8	8.1	2	16	350	5,669
10	Commercial	18.1	13.6	2	27	350	9,491
11	Commercial	16.3	12.2	2	24	350	8,556
12	Commercial	3.5	2.6	2	5	350	1,837
13	Commercial	91.0	68.2	2	136	350	47,761
14	Commercial	54.1	40.5	2	81	350	28,378
15	Commercial	88.1	66.1	2	132	350	46,236
16	Commercial	31.1	23.3	2	47	350	16,342
17	Residential	194.4	145.8	4	583	350	204,069
18	Residential	40.7	30.5	4	122	350	42,688
19	Residential	126.5	94.9	4	379	350	132,808
20	Residential	164.3	123.2	4	493	350	172,514
21	Other - University of Houston property	923.3	692.5	0	0	350	0
					2,528		884,668
Number of Existing Equivalent Connections:					5,889		
Number of Projected New Connections from Development Tracts:					2,528		
Projected Infill Development (Est. 5% of Exist)					294		
Projected Total Connections:*					8,711		
Numbers do not include the following:							
1. University of Houston 923 acre tract in Northwest La Marque							
2. Subdivided but undeveloped lots in southeast La Marque adjacent to Texas City Terminal Railway property							
3. Wetlands Properties in southeast La Marque							

The table above reflects that the City could reasonably be expected to have **8,711** water service connections in the future. The areas of anticipated future development are shown on **Figure 4**.

4. CAPITAL IMPROVEMENT PLAN

The Impact Fee Capital Improvement Plan (CIP) includes projects anticipated to serve growth in the City during the 10-year planning period.

4.1 ELIGIBLE FACILITIES

The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include water distribution lines and water production facilities.

4.2 CAPITAL IMPROVEMENT PROJECTS FOR 2018 IMPACT FEE STUDY

The projects eligible for Capital Recovery Fee consideration are shown on **Table 4 (Water)** and **Table 5 (Wastewater)**. These tables show both proposed future CIP improvements, and existing facilities that have excess capacity which can serve some or all of the projected growth during the study period. For the existing facilities, their design capacity was evaluated against existing demands and projected growth to determine the prorated value for growth during the study period.

The capital improvement project maps are shown on **Figure 3 – Water and Wastewater Capital Improvement Plan**.

5. IMPACT FEE CALCULATION

This section includes a summary of the capital improvement project costs, interest costs, service unit equivalency, and a calculation of the maximum impact fee amount. The capital improvement costs included in the impact fee calculation is the portion of the project cost that is directly related to new growth. Some of the projects include replacement of an existing facility with new capacity added that will be available for future growth. **Tables 4 and 5** on the following pages show the proposed CIP Project Costs Summaries, reflecting costs prorated for new development to be used in the impact fee calculation.

TABLE 4
PROJECT COSTS SUMMARY - WATER

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
12" Water Distribution Line, Cedar to Magnolia (Phase 1)	\$397,520	2019	50%	\$198,760
12" Water Distribution Line, Stonewall to IH 45 (Phase 2)	\$1,393,350	2022	75%	\$1,045,013
12" Water Distribution Line, Westward to Newman (Phase 3)	\$1,098,920	2024	75%	\$824,190
12" Water Distribution Line, 12th to Stubbs (Phase 4)	\$1,370,490	2026	5%	\$68,525
Water Supply Capacity Purchase from GCWA to Service 10 Year Growth <i>(Basis - 2015 Purchase of GCWA Mackey Plant surface water capacity, Texas City/League City from NRG)</i>	\$1,223,377	2019	100%	\$1,223,377
				\$0
				\$0
TOTAL WATER	\$5,483,657			\$3,359,864
New Connections Served in 10 Year Period by the Water Capital Improvements:				
Cost Per Connection:				1,018
				\$3,301
Project Cost Assigned to the 10 Year Period:				\$3,359,864

TABLE 5
PROJECT COSTS SUMMARY - WASTEWATER

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
Wastewater Treatment Capacity to Serve 10 Year Projected Growth (<i>Basis - 315 gallons per day per new connection at estimated \$6.00 per gallon treatment cost</i>)	\$1,924,020	2019	100%	\$1,924,020
Influent Lift Station	\$ 3,450,000	2019	15%	\$ 506,000
TOTAL WASTEWATER	\$5,374,020			\$2,430,020
New Connections Served in 10 Year Period by the Wastewater Capital Improvements:				1,018
Cost Per Connection:				\$2,387
Project Cost Assigned to the 10 Year Period:				\$2,430,020

5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP list above are eligible for reimbursement in accordance with the Impact Fee Legislation. This study reflects an estimated interest rate of 3.0% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee calculation are as follows, based on a 20 year finance term:

TABLE 6
FINANCE COSTS

	<u>WATER</u>	<u>WASTEWATER</u>
Project Cost	\$3,359,864	\$2,430,020
Interest Rate	3.00%	3.00%
Term (years)	20	20
Total Interest	<u>\$1,112,230</u>	<u>\$804,420</u>
Total Eligible Cost w/ Interest	\$4,472,095	\$3,234,440

5.2 SERVICE UNIT DETERMINATION

The equivalent meter comparison is the method used to measure consumption by new growth for impact fee purposes. The 5/8" and 3/4" water meters serve as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a 3/4 inch meter. The 5/8" and 3/4" meters were selected because it represents the water meter size for an average single family dwelling. Equivalency factors were provided for larger meter sizes as developed by the American Water Works Association. **Table 7** provides these equivalency factors.

TABLE 7
Equivalent Meter Factors

METER SIZE (INCHES)	EQUIVALENCY FACTOR
5/8 OR 3/4	1.0
1"	1.67
1 1/2"	3.33
2"	5.33
3" Compound	10.0
4" Compound	16.67
6" Compound	33.33
8" Compound	53.33
10" Compound	76.67

5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10 year planning period. The fee for various meter sizes is then determined by applying the factors provided in **Table 7** for all meters larger than the standard ¾" residential meter. The maximum assessable impact fee for the City of La Marque for water and wastewater is as follows:

WATER

$$\begin{aligned}\text{Maximum Water impact fee} &= (\text{Water Cost} / \text{increase in \# of equivalent meters}) \\ &= (\$4,472,095 / 1,018 \text{ new connections}) \\ &= \mathbf{\$4,393 \text{ per equivalent meter}}\end{aligned}$$

WASTEWATER

$$\begin{aligned}\text{Maximum Wastewater Impact Fee} &= (\text{Wastewater cost} / \text{increase in \# of equiv. meters}) \\ &= (\$3,234,440 / 1,018 \text{ new connections}) \\ &= \mathbf{\$3,177 \text{ per equivalent meter}}\end{aligned}$$

Chapter 395 of the Local Government Code was amended in 2001 to include that the City must provide a credit for the following:

Section 395.014 Paragraph a (7):

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or

(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum. For this study, the maximum impact fee is calculated based on the simplified accounting method in item (B) above as:

50% of Water CIP Costs per Equivalent Meter = \$4,393 x 50% =	\$ 2,196
50% of Wastewater CIP Costs per Equivalent Meter = \$3,177 x 50% =	<u>\$ 1,588</u>
Total =	\$ 3,784

5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2018 fee amounts to be recommended to City Council are as shown on **Table 8** below:

TABLE 8 - PROPOSED CAPITAL RECOVERY FEES

	2018 Study Max Fee w/ 50% Credit	Proposed Fee
Water	\$2,196	\$2,190
Wastewater	\$1,588	\$1,580
	\$3,784	\$3,770

MULTIPLYING FACTORS

Single Family Dwelling	= 1.0 ESFC (Single Family Equivalent Unit)
Apartment Complex	= 1.0 ESFC per living unit
Hotel, Motel, Resort	= 0.8 ESFC per unit or room
Mobile Home	= 1.0 ESFC per unit or room

Commercial, Retail, Institutional, Light Industrial, and all other non-residential development:

<u>Meter Size:</u>	<u>Factor</u>	<u>Total Impact Fee</u>
5/8" - 3/4"	1.00 ESFC's	\$3,770
1"	1.67 ESFC's	\$6,296
1.5"	3.33 ESFC's	\$12,554
2", All Types	5.33 ESFC's	\$20,094
3" Compound	10.67 ESFC's	\$40,226
3" Turbine	11.67 ESFC's	\$43,996
4" Compound	16.67 ESFC's	\$62,846
4" Turbine	21.00 ESFC's	\$79,170
6" Compound	33.33 ESFC's	\$125,654
6" Turbine	43.33 ESFC's	\$163,354
8" Compound	53.33 ESFC's	\$201,054
8" Turbine	93.33 ESFC's	\$351,854
10" Compound	76.67 ESFC's	\$289,046
10" Turbine	140.00 ESFC's	\$527,800
12" All Types	176.67 ESFC's	\$666,046

Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.

Note 2: When building fire flow systems are combined with other building water systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.

Form 1
CITY OF LA MARQUE
IMPACT FEE STUDY
SERVICE AREA MAP

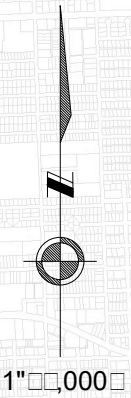


1"=1,000'

LEGEND

SERVICE AREA CITY OF LA MARQUE CITY LIMIT

Form 2
CITY OF LA MARQUE
IMPACT FEE STUDY
LAND USE MAP



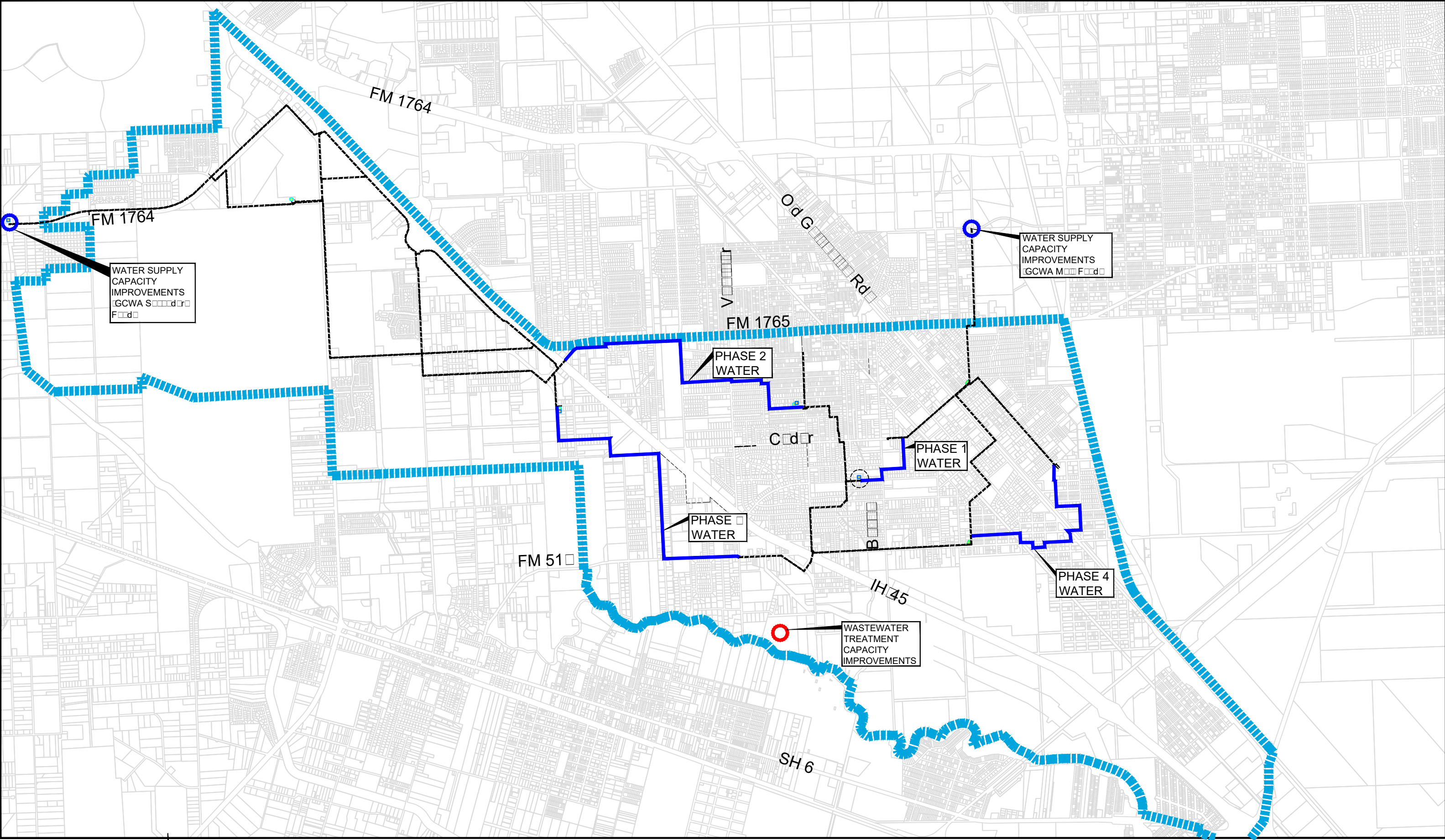
Legend

Land Use

- Cemeteries
- Colleges/Universities Public
- Commercial
- Emergency Services (Fire, Police)
- Farm/Ranch Land (in use)
- Farm/Ranch Land (not in use)
- Farm/Ranch Property (homestead & other)
- Farm/Ranch Property (homestead only)
- Industrial
- Landfill (Active/Inactive)
- Large Parks (>= 5 acres)
- Other Right of Way/Easement
- Primary Schools (K-8) Public
- Public Roads
- Residential Available Inventory

UNDEVELOPED TRACTS

- Residential Available Inventory (vacant)
- Residential Mobile Home
- Residential Multi-Family
- Residential Other
- Residential Single-Family
- Schools (unknown type)
- Secondary Schools (HS) Public
- Small Open Spaces (Circles/Spaceways/Triangles)
- Small Parks (<5 acres)
- Sports Fields
- Undetermined Land Use
- Unusable land (land under water)
- Utility Right of Way
- Vacant
- Vacant Residential Lots/Tracts

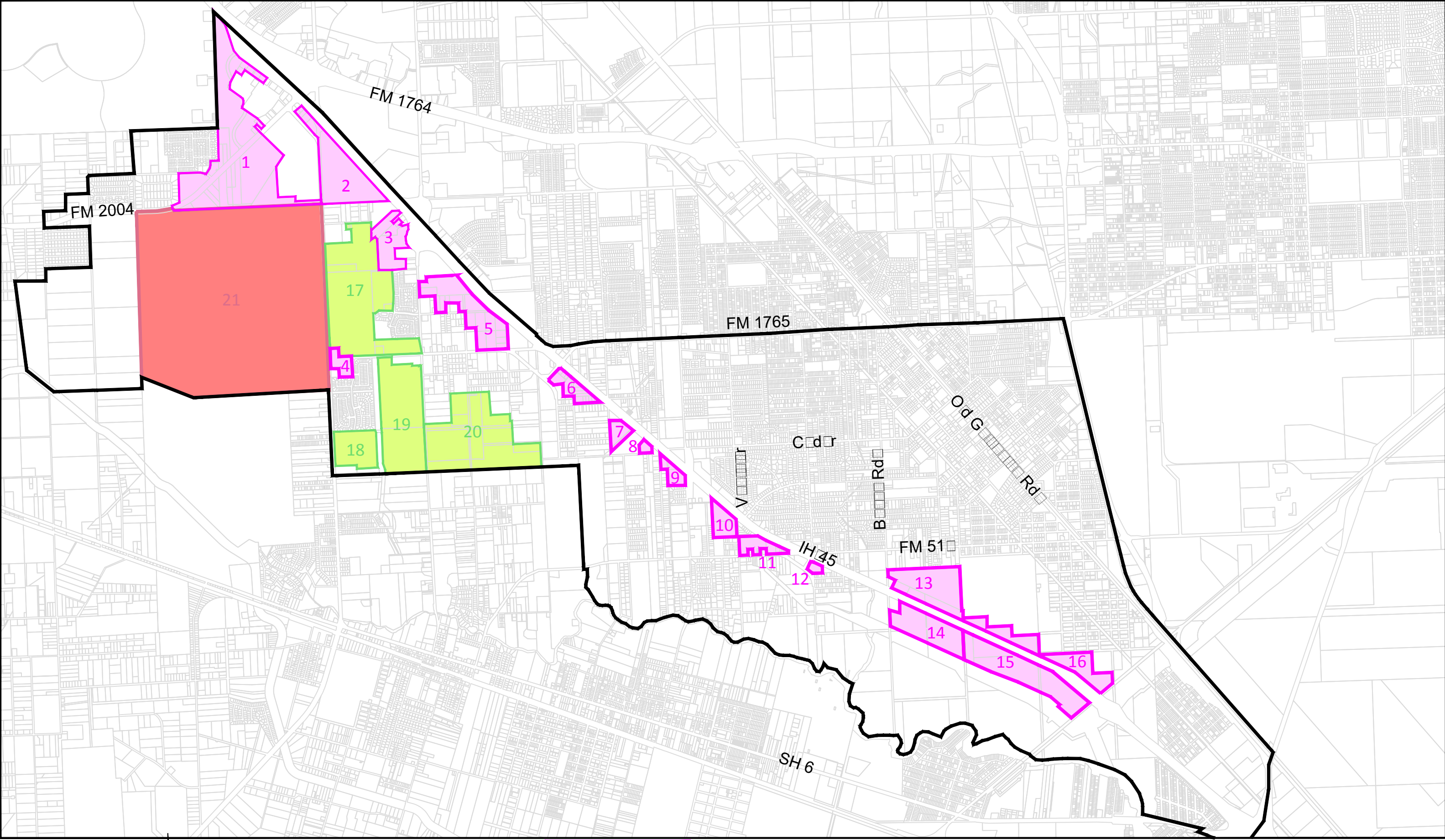


Scale 1" = 1,000 LF

LEGEND
Proposed 12" Water Treatment Plant Distribution Lines
Existing Water Treatment Plant Distribution Lines
Proposed Water Supply Lines
Proposed Wastewater Treatment Plant Distribution Lines



FIGURE 3 - Capital Improvement Plan



Scale 1" = 1,000 LF



LEGEND

- City of Dallas
- County of Dallas
- University of Texas at Dallas

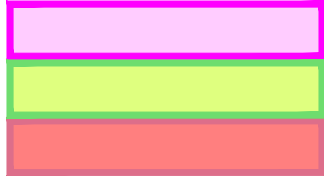


Figure 4 - Development Map



Affidavit of Publication

STATE OF TX }
COUNTY OF GALVESTON } SS

Donna Rhoades, being duly sworn, says:

That she is Donna Rhoades of the The Galveston County Daily News, a daily newspaper of general circulation, printed and published in Galveston, Galveston County, TX; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:
November 08, 2018

That said newspaper was regularly issued and circulated on those dates.
SIGNED:


Donna Rhoades

Subscribed to and sworn to me this 8th day of November 2018.


Lynette Tisdale, Notary Public, State of Texas, Galveston County, TX
My commission expires: February 11, 2020

13103521 00463200 (409)935-0401

Robin Eldridge
CITY OF LA MARQUE - Legals
ACCOUNTS PAYABLE
1111 BAYOU RD.
LA MARQUE, TX 77568



**NOTICE OF PUBLIC
HEARING ON LAND USE
ASSUMPTIONS AND
CAPITAL IMPROVEMENTS
PLAN RELATING TO
POSSIBLE ADOPTION OF
IMPACT FEES**

Pursuant to Section 395.044 of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of La Marque, Texas will hold a public hearing on **Monday, December 10, 2018 beginning at 6:00 P. M. in the Council Chambers, located at 1109-B Bayou Road (next to City Hall)** for the purpose of which to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed. Any member of the public has the right to appear at the hearing, and present evidence for or against the land use assumptions and capital improvements plan. A copy of the proposed land use assumptions and capital improvements plan is available at the office of the City Clerk, located at 1111 Bayou Rd., La Marque, Texas 77568.

Robin Eldridge, TRMC
City Clerk
City of La Marque, Texas

Published: November 8,
2018
00463200



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Sussie Sutton

Department: Development Services

Agenda item: 8f

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. 0-2019-004, approving a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, Lots 2 & 3, on behalf of Two Windy Hill Investments. THIS IS THE SECOND AND FINAL READING

☒

ATTACHMENTS FOR REFERENCE

1. Ordinance (including metes and bounds)
2. P&Z Letter of Recommendation
3. ADICO Letter of No Objection
4. Pape Engineering Abandonment Application
5. P&Z Minutes (draft) - December 11, 2018

STAFF BRIEFING:

- Letters of No Objection have been obtained from Texas New Mexico Power, Comcast, CenterPoint and AT&T.
- ADICO, City engineering contractor, has reviewed and provided Letter of No Objection
- Notices were sent to adjacent property owners.
- At the December 11, 2018 Planning & Zoning Commission meeting, Public Hearing was held and abandonment request was approved.
- Planning and Zoning Commission has provided a Letter of Recommendation.

HISTORY:

12.11.2018 - Planning & Zoning approved the request

11.27.2018 - ADICO review of all documents approved

2017 - Abandonment request letter received (incomplete documentation)

2016 - Painted Meadows Section 5 presented

2015 - Painted Meadows Section 4 is recorded

TARGET IMPLEMENTATION: January 14, 2019

SIGNIFICANT ACTION DATES:

12.11.2018 - Planning & Zoning Commission held Public Hearing

1.14.2019 - Ordinance passed on first reading

2.11.2019 - Public Hearing and second reading of Ordinance



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to adopt Ordinance No. O-2019-004, approving a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, Lots 2 & 3, on behalf of Two Windy Hill Investments. THIS IS THE SECOND AND FINAL READING

FISCAL IMPACT: By approving this right of way abandonment, the current plat can now be recorded and the new residential construction for Painted Meadows Section 5 can commence. It is anticipated that property taxes will increase for this tract of land.

ORDINANCE NO. O-2019-004

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS PROVIDING FOR THE VACATING, ABANDONMENT OF A PORTION OF THE 60-FOOT ROAD EASEMENT CLERKS DEPICTED IN FILE NO. 8843301 LOCATED IN PAINTED MEADOWS SECTION 5 WHICH OVERLAPS BLOCK 1, LOTS 1-8; BLOCK 5, LOTS 10-17; BLOCK 4, LOTS 2, 3, 16, 17; BLOCK 3, LOTS 1-20, AND BLOCK 2, LOTS 2 & 3. A SUBDIVISION IN GALVESTON COUNTY, TEXAS, AS DESCRIBED IN EXHIBIT “A” ATTACHED HERETO.

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

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

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

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

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

WHEREAS, finds that the original plat of Painted Meadows Section 5, is filed under the County Clerks file No. 88443301 in the Galveston County, Texas; and

WHEREAS, the City Council of the City of La Marque, Texas, finds that the easement located in Painted Meadows, Section 5 which overlaps Block 1; Lots 1-8, Block 5; Lots 10-17, Block 4; Lots 2 and 3; Block 3; Lots 1 -20 ad Block 2; Lots 2 and 3 as described in Exhibit “A”, for public utilities or utility maintenance vehicles and equipment; and

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

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

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

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

WHEREAS, on December 11, 2018, the Planning and Zoning Commission of the City of La Marque, Texas, recommended that City Council approve the petition filed by Two Windy Hill Investments, LLC; and

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

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

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

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

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

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

PASSED AND APPROVED by City Council of the City of La Marque on the first reading this 14th day of January 2019.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque on the second and final reading this the _____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney



METES AND BOUNDS DESCRIPTION
FOR

A 2.556 acre, or 111,352 square feet more or less, tract of land, being a portion of a Roadway Easement described in Clerk's File 8843301 of the Official Public Records of Galveston County, Texas, out of the Orchard Place First Addition to Hitchcock, partially within Lots 3 and 4, as recorded in Volume 92, Page 462, of the Deed Records of Galveston County, Texas, situated in the James R. Pace Survey, Abstract 161, Galveston County, Texas. Said 2.556 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

COMMENCING: At a found 1 inch iron pipe at the southeast corner of a called 1.639 acre tract conveyed to Two Windy Hill Investments, LLC, and described as "Tract 5" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas; from which a found 5/8 inch iron rod with a cap stamped "Costello" at the southwest corner of Reserve "A" of Painted Meadows Section Four, as recorded in Clerk's File No. 2015007591 of the Official Public Records of Galveston County, Texas, bears N 88°03'58" E, a distance of 59.64 feet;

THENCE: S 88°03'58" W, along and with the south line of said 1.639 acre "Tract 5", and the south line of another called 1.639 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described as "Tract 3" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas, a distance of 530.75 feet to a point on the east line of said Roadway Easement, at the southwest corner of said 1.639 acre "Tract 3", at the southeast corner of this tract, for the POINT OF BEGINNING;

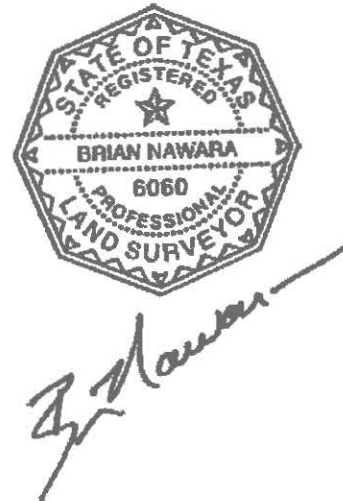
THENCE: S 88°03'58" W, continuing along and with the north line of said Autry Road, and the south line of said Roadway Easement, a distance of 60.00 feet to a point on the west line of said Roadway Easement, at the southeast corner of a called 1.639 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055799 of the Official Public Records of Galveston County, Texas, for the southwest corner of this tract;

THENCE: N 02°00'03" W, departing the north line of said Autry Road, along and with the west line of said Roadway easement, the east line of said 1.639 acre tract, and the east line of a called 9.618 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described as "Tract 2" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas, a distance of 1089.85 feet to a point of curvature;

- THENCE: Northeasterly, along and with the north line of said Roadway Easement, and the south line of said 9.618 acre tract, along a tangent curve to the right, having a radius of 85.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 42°59'57" E, 120.21 feet, for an arc length of 133.52 feet to a point of tangency;
- THENCE: N 87°59'57" E, continuing along and with the north line of said Roadway Easement, the south line of said 9.618 acre tract, the south line of a called 1.016 acre tract conveyed to Two Windy Hill Investments, LLC, and described as "Tract 4" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, and the south line of a called 0.936 acre tract conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055710 of the Official Public Records of Galveston County, distance of 527.15 feet to a point on the west line of said Painted Meadows Section Four, for the northeast corner of this tract;
- THENCE: Departing the north line of said Roadway easement, along and with the west line of said Painted Meadows Section Four, and the east line of the remaining portion of said Roadway Easement the following courses and distances:
- S 02°01'11" E a distance of 387.26 feet to a found 5/8 inch iron rod with a cap stamped "Costello" at the southwest corner of Block 5, Lot 1 of said Painted Meadows Section Four, for an angle point of this tract,
- N 87°58'49" E, a distance of 17.67 feet to a point, from which a found iron rod with unreadable cap bears S 02°04'36" E, a distance of 0.30 feet, for an angle point of this tract,
- S 02°01'11" E, a distance of 60.00 feet to a point for an angle point of this tract;
- THENCE: S 87°58'49" W, departing the west line of said Painted Meadows Section Four, over and across said Roadway Easement, a distance of 38.74 feet to a point on the west line of said Roadway Easement, and the east line of a called 4.152 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described as "Tract 1" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas, for an angle point of this tract;
- THENCE: N 01°57'47" W, along and with the west line of said Roadway easement, and the east line of said 4.152 acre tract a distance of 387.27 feet to a point on the south line of said Roadway Easement, at the northeast corner of said 4.152 acre tract, for an angle point of this tract;

- THENCE: S 87°59'57" W, along and with the south line of said Roadway Easement, the north line of said 4.152 acre tract, and the north line of a called 2.149 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055706 of the Official Public Records of Galveston County, Texas, a distance of 506.48 feet to a point of curvature;
- THENCE: Southwesterly, along and with the west line of said 2.149 acer tract, and the east line of said Roadway easement, along a tangent curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 42°59'57" W, 35.36 feet, for an arc length of 39.27 feet to a point of tangency;
- THENCE: S 02°00'03" E, continuing along and with the east line of said Roadway Easement, the west line of said 2.149 acre tract, the west line of said 4.152 acre tract, the west line of a called 2.00 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055743 of the Official Public Records of Galveston County, Texas, and the west line of said 1.639 acre "Tract 3", a distance of 1089.92 feet to the POINT OF BEGINNING, and containing 2.556 acres in Galveston County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 49037-16 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: January 27, 2017
Job No.: 49037-16
DOC. ID: K:\survey\survey16\49037-16\WORD\FN49037-16 ROW 2.556AC.docx





December 13, 2018

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

Dear Mayor and City Council:

On December 11, 2018, the Planning and Zoning Commission considered a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, lots 2 & 3, on behalf of Two Windy Hill Investments.

By unanimous vote, Planning and Zoning Commission recommended forwarding a denial recommendation to City Council.

Thank you,



Greg Cornett, Vice Chair
Planning and Zoning Commission

Tuesday, November 27, 2018

Charlene Warren
Interim City Manager
City of La Marque
1130 1st St.
La Marque, TX 77568

Re: Petition to Abandon 60-Foot Road Easement in Painted Meadows Section 5
Letter of Recommendation

Dear Ms. Warren;

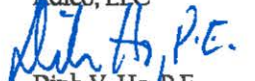
On behalf of the City of La Marque, Adico has reviewed Pape-Dawson Engineers request to release a portion of the 60-foot roadway easement in Painted Meadows Section 5 on behalf of Two Windy Hill Investments, LLC (attached).

The roadway easement currently overlaps lots in Painted Meadows Section 5, specifically affecting Block 1, Lots 1-8, Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, 17, Block 3, Lots 1-20, and Block 2, Lots 2 and 3. However, Section 5 was recorded with a portion of the roadway easement not reflected on the plat, more specifically Block 1, Lots 1-7. Pape-Dawson, surveyor, has provided a letter to this effect (attached).

Attached is Painted Meadows Section 5 recorded plat with an overlay of the roadway easement as defined in the metes and bounds description from Pape Dawson.

Based on our review of the documentation provided, we have no objections to Pape-Dawson's request to abandoned the aforementioned 60-foot road easement within Painted Meadows Section 5.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Sussie Sutton
Robin Eldridge
File: 18100-1-018



December 22, 2017

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

Re: Petition to Abandon 60-Foot Road Easement in Painted Meadows Sec 5

Dear City Council,

We respectfully request that the City consider releasing a portion of the 60-foot road easement (Clerk's File No. 8843301) located in Painted Meadows Section 5 on behalf of Two Windy Hill Investments, LLC. The road easement currently overlaps lots in the Painted Meadows Section 5. Specifically, the easement we request to be released overlaps Block 1, Lots 1- 8; Block 5, Lots 10-17; Block 4, Lots 2, 3, 16, 17; Block 3, Lots 1-20, and Block 1, lots 2 & 3. The road easement is part of an old business park plan, and there is currently no roadway within the easement. The easement initiates at the southern property boundary of Painted Meadows Sec. 5 and terminates along the eastern property line of Painted Meadows Sec. 5. The legal description of the road easement to be released is attached as well as an exhibit depicting the location of the easement.

A portion of the 60-foot road easement was previously recorded with the Painted Meadows Sec. 4 plat, and has since been abandoned. This request is to abandon the remainder of the easement that exists within Painted Meadows Sec. 5.

Attached is a list of mailing addresses of all abutting property owners for the portion of the easement to be released. Again, there is no existing roadway that will currently affect physical public access to the properties.

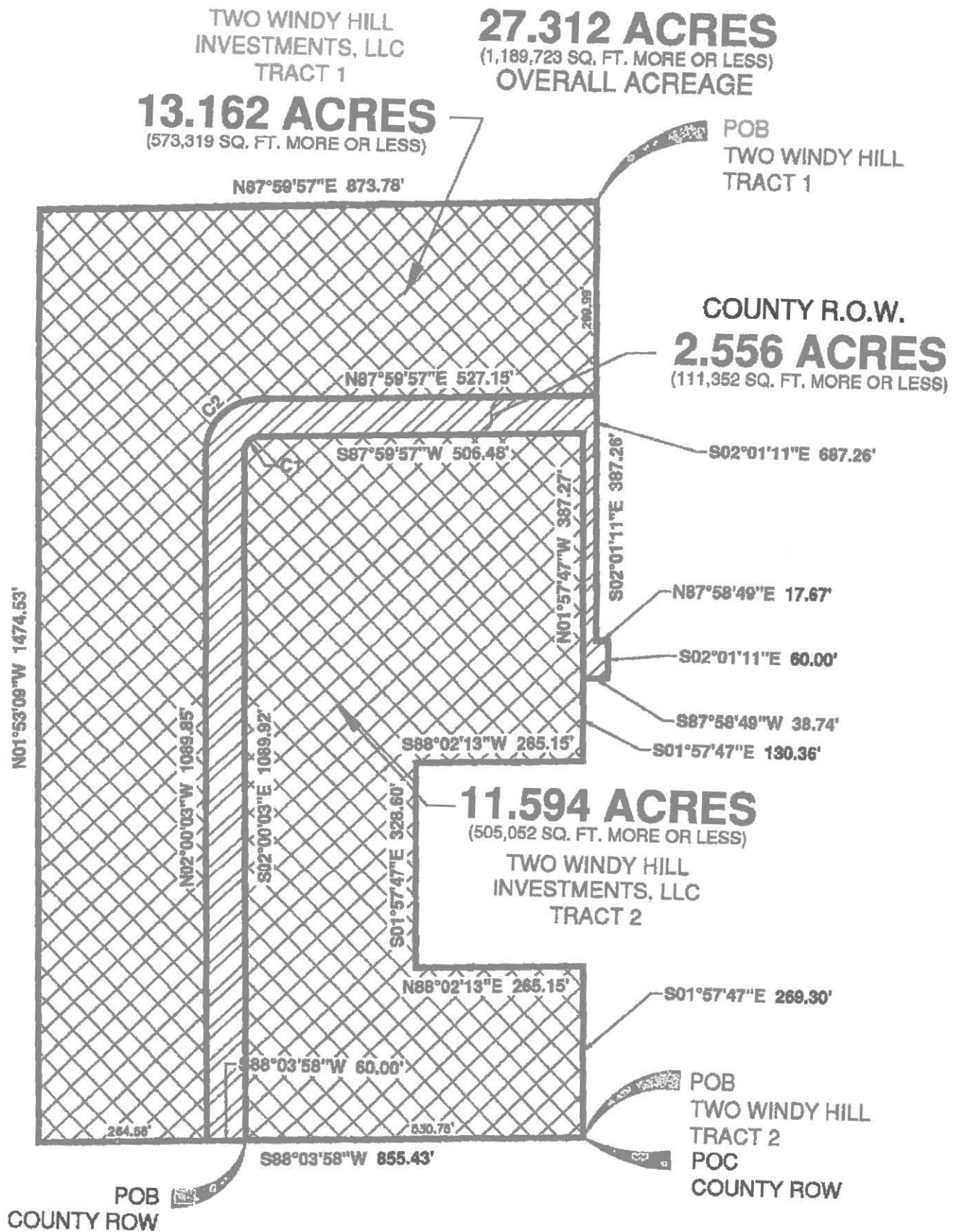
Please notify us of any additional information you may require for this request. If you have any questions or need to discuss, please contact me at 713-428-2400.

Sincerely,
Pape-Dawson Engineers, Inc.

Amanda Edmondson
Amanda Edmondson, P.E.
Sr. Project Manager

TBPE Firm Registration #470 | TBPLS Firm Registration #10193974

Houston • San Antonio • Austin • Fort Worth • Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
10333 Richmond Ave., Suite 900, Houston, TX 77042 T: 713.428.2400 www.Pape-Dawson.com





**METES AND BOUNDS DESCRIPTION
FOR**

A 2.556 acre, or 111,352 square feet more or less, tract of land, being a portion of a Roadway Easement described in Clerk's File 8843301 of the Official Public Records of Galveston County, Texas, out of the Orchard Place First Addition to Hitchcock, partially within Lots 3 and 4, as recorded in Volume 92, Page 462, of the Deed Records of Galveston County, Texas, situated in the James R. Pace Survey, Abstract 161, Galveston County, Texas. Said 2.556 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

COMMENCING: At a found 1 inch iron pipe at the southeast corner of a called 1.639 acre tract conveyed to Two Windy Hill Investments, LLC, and described as "Tract 5" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas; from which a found 5/8 inch iron rod with a cap stamped "Costello" at the southwest corner of Reserve "A" of Painted Meadows Section Four, as recorded in Clerk's File No. 2015007591 of the Official Public Records of Galveston County, Texas, bears N 88°03'58" E, a distance of 59.64 feet;

THENCE: S 88°03'58" W, along and with the south line of said 1.639 acre "Tract 5", and the south line of another called 1.639 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described as "Tract 3" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas, a distance of 530.75 feet to a point on the east line of said Roadway Easement, at the southwest corner of said 1.639 acre "Tract 3", at the southeast corner of this tract, for the **POINT OF BEGINNING**;

THENCE: S 88°03'58" W, continuing along and with the north line of said Autry Road, and the south line of said Roadway Easement, a distance of 60.00 feet to a point on the west line of said Roadway Easement, at the southeast corner of a called 1.639 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055799 of the Official Public Records of Galveston County, Texas, for the southwest corner of this tract;

THENCE: N 02°00'03" W, departing the north line of said Autry Road, along and with the west line of said Roadway easement, the east line of said 1.639 acre tract, and the east line of a called 9.618 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described as "Tract 2" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas, a distance of 1089.85 feet to a point of curvature;

- THENCE: Northeasterly, along and with the north line of said Roadway Easement, and the south line of said 9.618 acre tract, along a tangent curve to the right, having a radius of 85.00 feet, a central angle of $90^{\circ}00'00''$, a chord bearing and distance of $N 42^{\circ}59'57'' E$, 120.21 feet, for an arc length of 133.52 feet to a point of tangency;
- THENCE: $N 87^{\circ}59'57'' E$, continuing along and with the north line of said Roadway Easement, the south line of said 9.618 acre tract, the south line of a called 1.016 acre tract conveyed to Two Windy Hill Investments, LLC, and described as "Tract 4" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, and the south line of a called 0.936 acre tract conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055710 of the Official Public Records of Galveston County, distance of 527.15 feet to a point on the west line of said Painted Meadows Section Four, for the northeast corner of this tract;
- THENCE: Departing the north line of said Roadway easement, along and with the west line of said Painted Meadows Section Four, and the east line of the remaining portion of said Roadway Easement the following courses and distances:
- $S 02^{\circ}01'11'' E$ a distance of 387.26 feet to a found 5/8 inch iron rod with a cap stamped "Costello" at the southwest corner of Block 5, Lot 1 of said Painted Meadows Section Four, for an angle point of this tract,
- $N 87^{\circ}58'49'' E$, a distance of 17.67 feet to a point, from which a found iron rod with unreadable cap bears $S 02^{\circ}04'36'' E$, a distance of 0.30 feet, for an angle point of this tract,
- $S 02^{\circ}01'11'' E$, a distance of 60.00 feet to a point for an angle point of this tract;
- THENCE: $S 87^{\circ}58'49'' W$, departing the west line of said Painted Meadows Section Four, over and across said Roadway Easement, a distance of 38.74 feet to a point on the west line of said Roadway Easement, and the east line of a called 4.152 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described as "Tract 1" in a deed recorded in Clerk's File No. 2016055730 of the Official Public Records of Galveston County, Texas, for an angle point of this tract;
- THENCE: $N 01^{\circ}57'47'' W$, along and with the west line of said Roadway easement, and the east line of said 4.152 acre tract a distance of 387.27 feet to a point on the south line of said Roadway Easement, at the northeast corner of said 4.152 acre tract, for an angle point of this tract;

THENCE: S 87°59'57" W, along and with the south line of said Roadway Easement, the north line of said 4.152 acre tract, and the north line of a called 2.149 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055706 of the Official Public Records of Galveston County, Texas, a distance of 506.48 feet to a point of curvature;

THENCE: Southwesterly, along and with the west line of said 2.149 acer tract, and the east line of said Roadway easement, along a tangent curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 42°59'57" W, 35.36 feet, for an arc length of 39.27 feet to a point of tangency;

THENCE: S 02°00'03" E, continuing along and with the east line of said Roadway Easement, the west line of said 2.149 acre tract, the west line of said 4.152 acre tract, the west line of a called 2.00 acre tract of land conveyed to Two Windy Hill Investments, LLC, and described in a deed recorded in Clerk's File No. 2016055743 of the Official Public Records of Galveston County, Texas, and the west line of said 1.639 acre "Tract 3", a distance of 1089.92 feet to the POINT OF BEGINNING, and containing 2.556 acres in Galveston County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 49037-16 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: January 27, 2017
Job No.: 49037-16
DOC. ID K:\survey\survey16\49037-16\WORD\FN49037-16 ROW 2.556AC.docx



A handwritten signature in black ink, appearing to read "Brian Nawara", written over the bottom right portion of the professional seal.



CITY LA MARQUE
ST TX
ZIP 77568
SITUS NO 201
SITUS 201 GOLDEN EAGLE CT LA MARQUE, TX 77568
LEGAL PAINTED MEADOWS SEC 4 (2016) ABST 161, BLOCK 5, Lot 6, ACRES 0.129
ENTITIES GGA, J05, S17, CAD, C32, P07, RFL, D01
ACRES 0.129

parcels: LEWIS COREY LEIGH

XREF 5546-0005-0005-000

ID 609982

NAME LEWIS COREY LEIGH

ADDRESS

ADDRESS2 119 GOLDEN EAGLE CT

ADDRESS3

CITY LA MARQUE

ST TX

ZIP 77568-2013

SITUS NO 119

SITUS 119 GOLDEN EAGLE CT LA MARQUE, TX 77568

LEGAL PAINTED MEADOWS SEC 4 (2016) ABST 161, BLOCK 5, Lot 5, ACRES 0.129

ENTITIES GGA, J05, S17, CAD, C32, P07, RFL, D01

ACRES 0.129

parcels: LORI KARLA

XREF 5546-0005-0004-000

ID 609981

NAME LORI KARLA

ADDRESS

ADDRESS2 117 GOLDEN EAGLE CT

ADDRESS3

CITY LA MARQUE

ST TX

ZIP 77568

SITUS NO 117

SITUS 117 GOLDEN EAGLE CT LA MARQUE, TX 77568

LEGAL PAINTED MEADOWS SEC 4 (2016) ABST 161, BLOCK 5, Lot 4, ACRES 0.129

ENTITIES GGA, J05, S17, CAD, C32, P07, RFL, D01

ACRES 0.129

parcels: DUFFY MATTHEW ROBERT & JAMIE ANN FLORY

XREF 5546-0005-0003-000
ID 609980
NAME DUFFY MATTHEW ROBERT & JAMIE ANN FLORY
ADDRESS
ADDRESS2 115 GOLDEN EAGLE CT
ADDRESS3
CITY LA MARQUE
ST TX
ZIP 77568-2013
STATUS_NO 115
STATUS 115 GOLDEN EAGLE CT LA MARQUE, TX 77568
LEGAT PAINTED MEADOWS SEC 4 (2016) ABST 161, BLOCK 5, Lot 3, ACRES 0.129
ENTITIES GGA, J05, S17, CAD, C32, P07, RFL, D01
ACRES 0.129

parcels: MOLEN ANGELA

XREF 5546-0005-0002-000
ID 609979
NAME MOLEN ANGELA
ADDRESS
ADDRESS2 113 GOLDEN EAGLE CT
ADDRESS3
CITY LA MARQUE
ST TX
ZIP 77568-2013
STATUS_NO 113
STATUS 113 GOLDEN EAGLE CT LA MARQUE, TX 77568
LEGAT PAINTED MEADOWS SEC 4 (2016) ABST 161, BLOCK 5, Lot 2, ACRES 0.129
ENTITIES GGA, J05, S17, CAD, C32, P07, RFL, D01
ACRES 0.129

parcels: SPURLOCK BRIAN MAXWELL

XREF 5546-0005-0001-000
ID 609978
NAME SPURLOCK BRIAN MAXWELL
ADDRESS
ADDRESS2 111 GOLDEN EAGLE CT
ADDRESS3
CITY LA MARQUE
ST TX

ZIP **77568**
SITUS No **111**
SITUS **111 GOLDEN EAGLE CT LA MARQUE, TX 77568**
LEGAL **PAINTED MEADOWS SEC 4 (2016) ABST 161, BLOCK 5, Lot 1, ACRES 0.151**
FINDINGS **GGA, J05, S17, CAD, C32, P07, RFL, D01**
ACRES **0.151**

TWO WINDY HILL INVESTMENTS LLC

Parcels 205276, 301798, 301799, 391417, 300496, 301566, 205275, 391419



1111 Bayou
La Marque, Texas 77568
409-938-9202

**CITY OF LA MARQUE
PLANNING AND ZONING COMMISSION
PUBLIC HEARING / REGULAR MEETING
MINUTES
OF
December 11, 2018**

Public Hearing / Regular Meeting Minutes of the City of La Marque Planning and Zoning Commission held on December 11, 2018, beginning at 4 p.m. at 1109-B Bayou Road with the following members present: Greg Cornett, Hugh Cash, Jean Gutierrez and Nancy Vidotto.

(1) CALL TO ORDER

Vice-Chairperson Greg Cornett called the meeting to order at 4:00 p.m.

(2) ROLL CALL

PRESENT:

Chairperson Deanna Bethea - Absent
Vice Chairperson Greg Cornett - Present
Commissioner Hugh Cash - Present
Commissioner Jean Gutierrez - Present
Commissioner Augustino Molis - Absent
Alternate Nancy Vidotto - Present

OTHER OFFICIALS/STAFF PRESENT:

Charlene Warren - Interim City Manager
Ellis Ortego - City Attorney
Sussie Sutton - Development Coordinator
Dinh Ho - ADICO Engineering Staff Engineer
Deck Shaver - Interim Public Works Director
Chaise Cary - Assistant Public Works Director
Kathleen Van Stavern - Code Compliance Supervisor

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was dispensed by the Planning & Zoning Commission, led by Vice-Chairperson Cornett.

(4) APPROVAL OF MINUTES

- a. Meeting Minutes of October 2, 2018.
Commissioner Cash motioned to approve the minutes of October 2, 2018.
Alternate Commissioner Vidotto seconded. **MOTION PASSED UNANIMOUSLY.**



1111 Bayou
La Marque, Texas 77568
409-938-9202

- b. Meeting minutes of November 13, 2018.
Commissioner Gutierrez motioned to approve the minutes of November 13, 2018. Commissioner Cash seconded. **MOTION PASSED UNANIMOUSLY.**

(5) CITIZENS PARTICIPATION.

- a. Mr. Kenneth Compton, 3227 Avenue A, La Marque, TX addressed the Commission concerning the drainage ditch behind his and his neighbors' homes and the high ponding of water since the construction of the new subdivision, Painted Meadows Section 5, behind his home.

Mr. Dinh Ho, city staff engineer, noted that a walk through was going to be conducted next week and he would see if the drainage was constructed as designed on the plans.

The Planning & Zoning Commission Meeting closed and the Public Hearing convened at 4:06 p.m.

(6) PUBLIC HEARING

Conduct a Public Hearing to hear public input regarding a request for a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5, Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, lots 2 & 3, on behalf of Two Windy Hill Investments.

- a. Ruth Richey, 10408 Autry Drive, La Marque, TX addressed the Commission by inquiring why she received a registered letter concerning the ROW abandonment and how was the ROW abandonment going to affect her property.

Mr. Dinh Ho, city staff engineer, noted that the abandonment was a document to clean up a previously recorded plat and would not affect her property. She was notified because her property was within the required notification distance from the area to be abandoned.

The Public Hearing closed and the Planning & Zoning Commission Meeting convened at 4:26 p.m.

(7) NEW BUSINESS

- a. Discussion/possible action regarding a road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5 specifically overlapping lots in Block 1, Lots 1-8; Block 5,



1111 Bayou
La Marque, Texas 77568
409-938-9202

Lots 10-17, Block 4, Lots 2, 3, 16, and 17; Block 3, Lots 1-20, and Block 1, lots 2 & 3, on behalf of Two Windy Hill Investments

Commissioner Gutierrez motioned to approve the road right of way abandonment for a portion of the 60-foot road easement (Clerks File #8843301) located in Painted Meadows Section 5. Alternate Commissioner Vidotto seconded. **MOTION PASSED UNANIMOUSLY.**

(8) CHAIRPERSON'S REPORT

There was no Chairperson's report.

(9) REQUESTS AND ANNOUNCEMENTS.

There were no requests nor announcements.

(10) ADJOURNMENT

Commissioner Cash motioned to adjourn the meeting at 4:26 P.M. **MOTION PASSED UNANIMOUSLY.**

Greg Cornett, Vice-Chairperson
Planning & Zoning Commission



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Charlene Warren

Department: Administration

Agenda item: 9a

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding restoration of department name to Public Works from Public Services.

STAFF BRIEFING:

- Original name of department was Public Works, which encompasses services such as wastewater treatment, water distribution, streets, and drainage.
- Department name was changed under previous administration to reflect the dual role of previous Public Services Director, who was charged with the direction of both Public Works and Development Services.
- To more accurately reflect services provided, it is recommended that the department name revert back to Public Works.
- Any supplies reflecting "Public Services" will be exhausted prior to replacement.

HISTORY: N/A

TARGET IMPLEMENTATION: February 11, 2019

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Dept. Name Change | |
| ☒ 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 Item #	N/A

STAFF'S RECOMMENDATION: Motion to restore department name to Public Works from Public Services.

FISCAL IMPACT: N/A



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Colleen Merritt

Department: EDC

Agenda item: 9b

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding final selections from the City of La Marque I-45 Corridor Branding and Beautification by Clark Condon Landscape Architects and a TXDOT I-45 expansion update.

X

ATTACHMENTS FOR REFERENCE

1. Aesthetics Master Plan
2. I-45 Projects List
3. Letter to TXDOT - 1/29/2019
4. Letter from TXDOT - 12/31/2018
5. Letter to TXDOT - 11/28/2018

STAFF BRIEFING:

- The I-45 expansion offers a unique opportunity to brand City of La Marque by carefully selecting custom options that TXDOT is already updating, such as:
 - o underpass lighting
 - o pavers
 - o signal poles
 - o signage
 - o water features
 - o sound barriers and retention walls
- There are three sections of I-45 expansion
 - o ONE - FM 1764 intersection
 - o TWO - FM 1764 to Main Street
 - o THREE - FM 519 to Texas City WYE
- **TXDOT has given City of La Marque a deadline of February 15, 2019 for reply on sections ONE and TWO.**
 - o Because section ONE has already let, budget allocation for FM 1764 utility work, including adding conduit for underpasses lighting and irrigation for landscaping could be required in FY19
 - o City of La Marque received notification of the section TWO February 15, 2019 deadline on February 6, 2019
 - o Funding for section TWO will likely be required FY20
- Clark Condon has updated their presentation based on feedback from the January 2019 City Council Workshop
- **Final selections are required so city staff can move to the next phase:**
 - o Obtain pricing for the FM 1764 change order items
 - o Incorporate enhancement requests into next two expansion section drawing sets, saving the city considerable investment
- Dinh Ho is on the 45 Expansion Project Team and has been heavily involved in all utility conversations to date.
- Legal review will be required once maintenance agreements are drafted by



CITY COUNCIL AGENDA FORM

TXDOT.

- Bids are impossible for any project completed by TXDOT. They will use their own contractors and invoice the city. For projects to be completed by the city, such as painting murals, the Purchasing Policy will be followed.

HISTORY:

- **February 2018** - I-45 Expansion announced at TXDOT Public Hearing
- **March - November 2018** - Meetings and conversations with TXDOT proved unfruitful
- **December 2018** - LMEDC funded study from Clark Condon
- **December 4, 2018** - City of La Marque letter to TXDOT requesting enhancements
- **December 30, 2018** - TXDOT District Engineer Quincy Allen arrived, requesting information and giving the city a deadline of January 30, 2019 to respond
- **January 14, 2019** - During a Council Workshop, Clark Condon presented a set of plans
- **January 30, 2019** - City of La Marque submitted a response letter to TXDOT
- **February 5, 2019** - TXDOT called for clarification on response letter and we asked for a few days to allow City Council feedback from the Feb 11 Council meeting
- **February 6, 2019** - Coordination with City of Texas City for two intersections that share a city limit line

TARGET IMPLEMENTATION: Finalize options in Clark Condon plan at February 11 Council Meeting and submit to TXDOT so they can prepare pricing for FM 1764 change order.

ACTION:

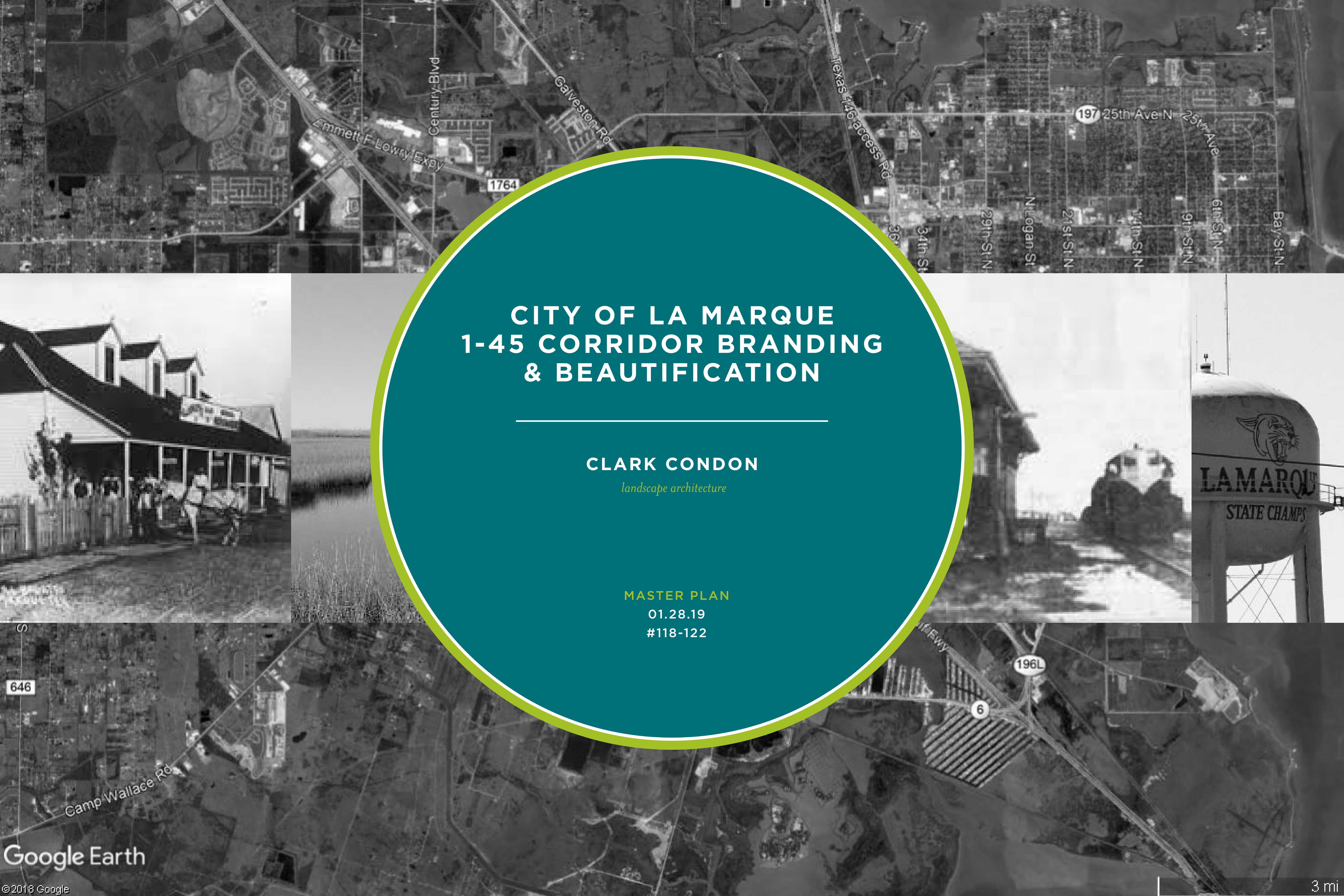
- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Project Direction | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to approve Clark Condon's I-45 Corridor Branding and Beautification with discussed revisions and provide requested enhancements to Texas Department of Transportation for pricing

FISCAL IMPACT: Branding I-45 will have a significant positive impact on La Marque for the next 50-75 years, or until I-45 is expanded again. This is a once-in-a-lifetime opportunity to beautify La Marque along our major thoroughfare, which will make our city more attractive to commercial developers. This project aligns with the 2015-2022 Strategic Economic and Community Development Plan.



CITY OF LA MARQUE
1-45 CORRIDOR BRANDING
& BEAUTIFICATION

CLARK CONDON
landscape architecture

MASTER PLAN
01.28.19
#118-122

AGENDA:

- SITE ANALYSIS
- PROGRAMMING
- CORRIDOR AESTHETICS
- BRANDING OPTIONS

CITY OF LA MARQUE 1-45 CORRIDOR BRANDING & BEAUTIFICATION

MASTER PLAN
01.28.19

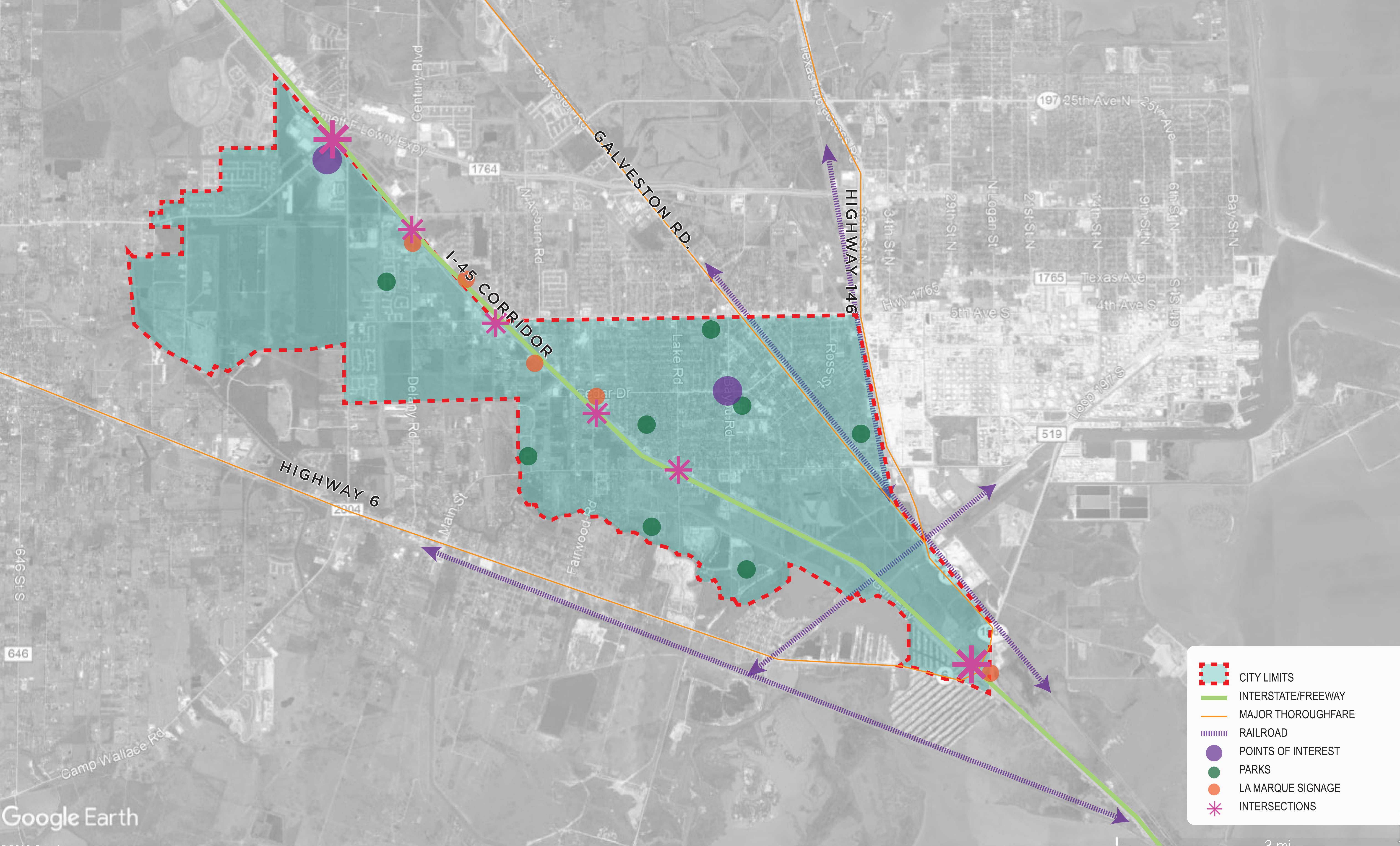
AGENDA:

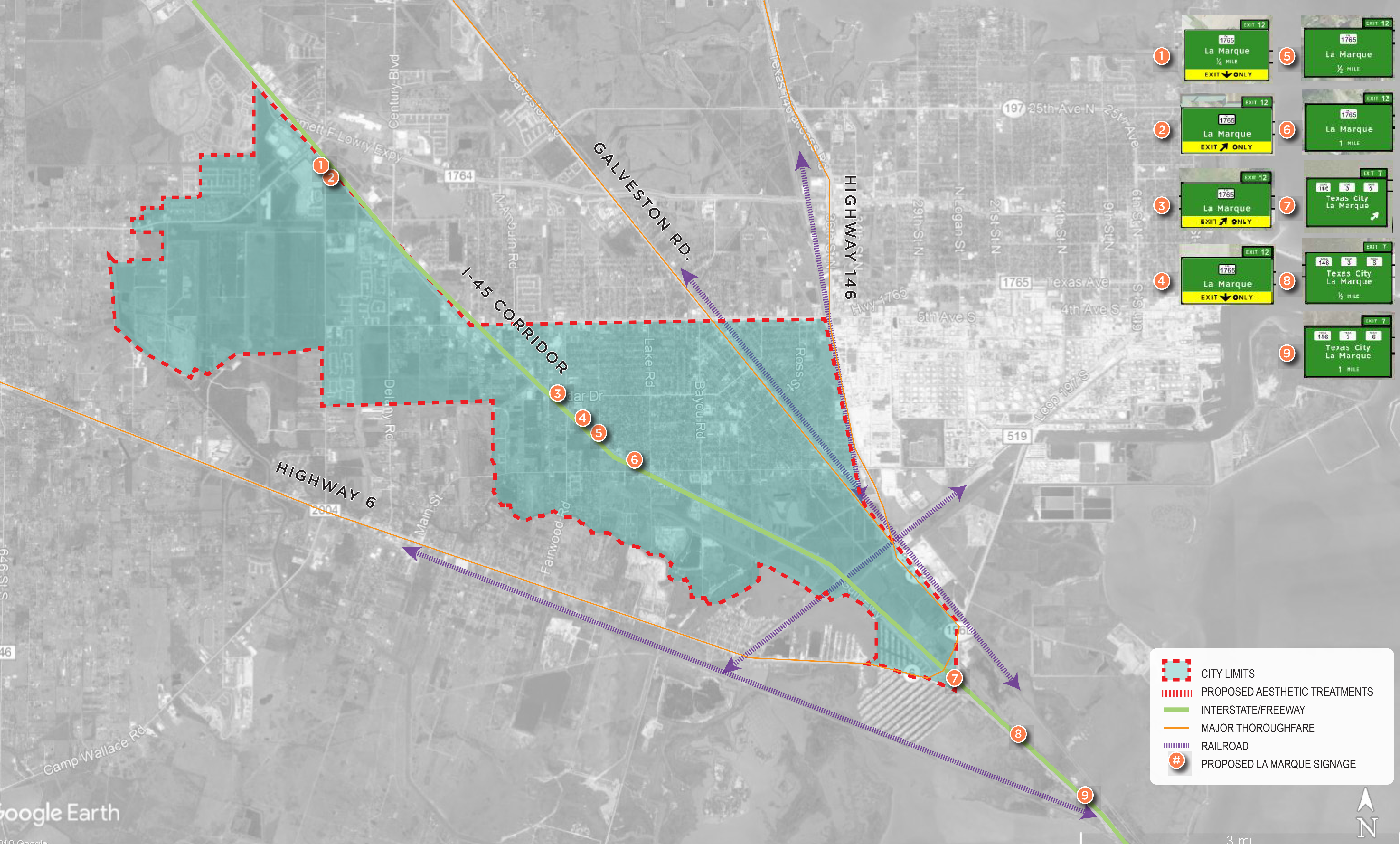
- ☒ **SITE ANALYSIS**
- ☐ PROGRAMMING
- ☐ CORRIDOR AESTHETICS
- ☐ BRANDING OPTIONS

CITY OF LA MARQUE 1-45 CORRIDOR BRANDING & BEAUTIFICATION

MASTER PLAN
01.28.19









AGENDA:

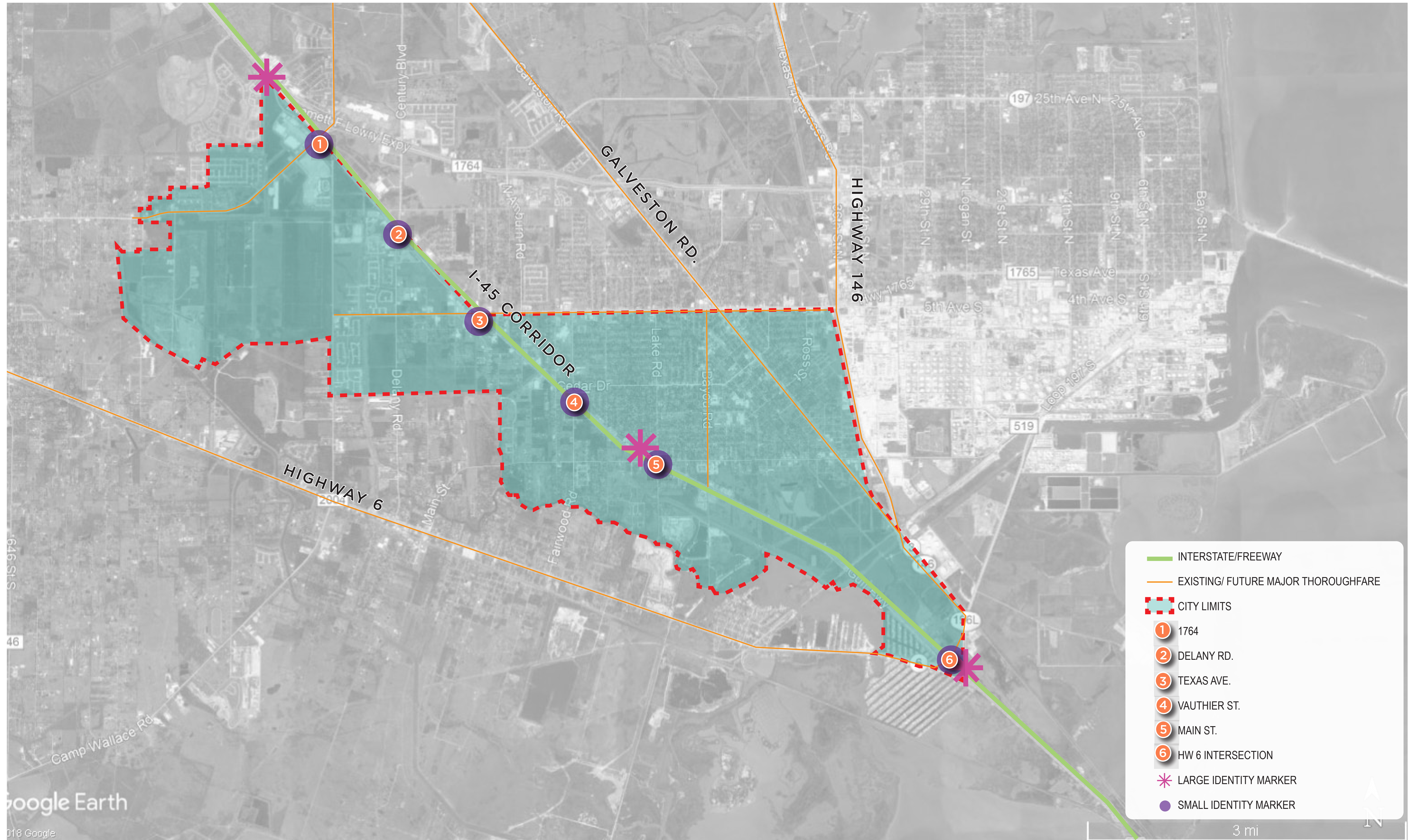
- SITE ANALYSIS
- **PROGRAMMING**
- CORRIDOR AESTHETICS
- BRANDING OPTIONS

CITY OF LA MARQUE 1-45 CORRIDOR BRANDING & BEAUTIFICATION

MASTER PLAN
01.28.19





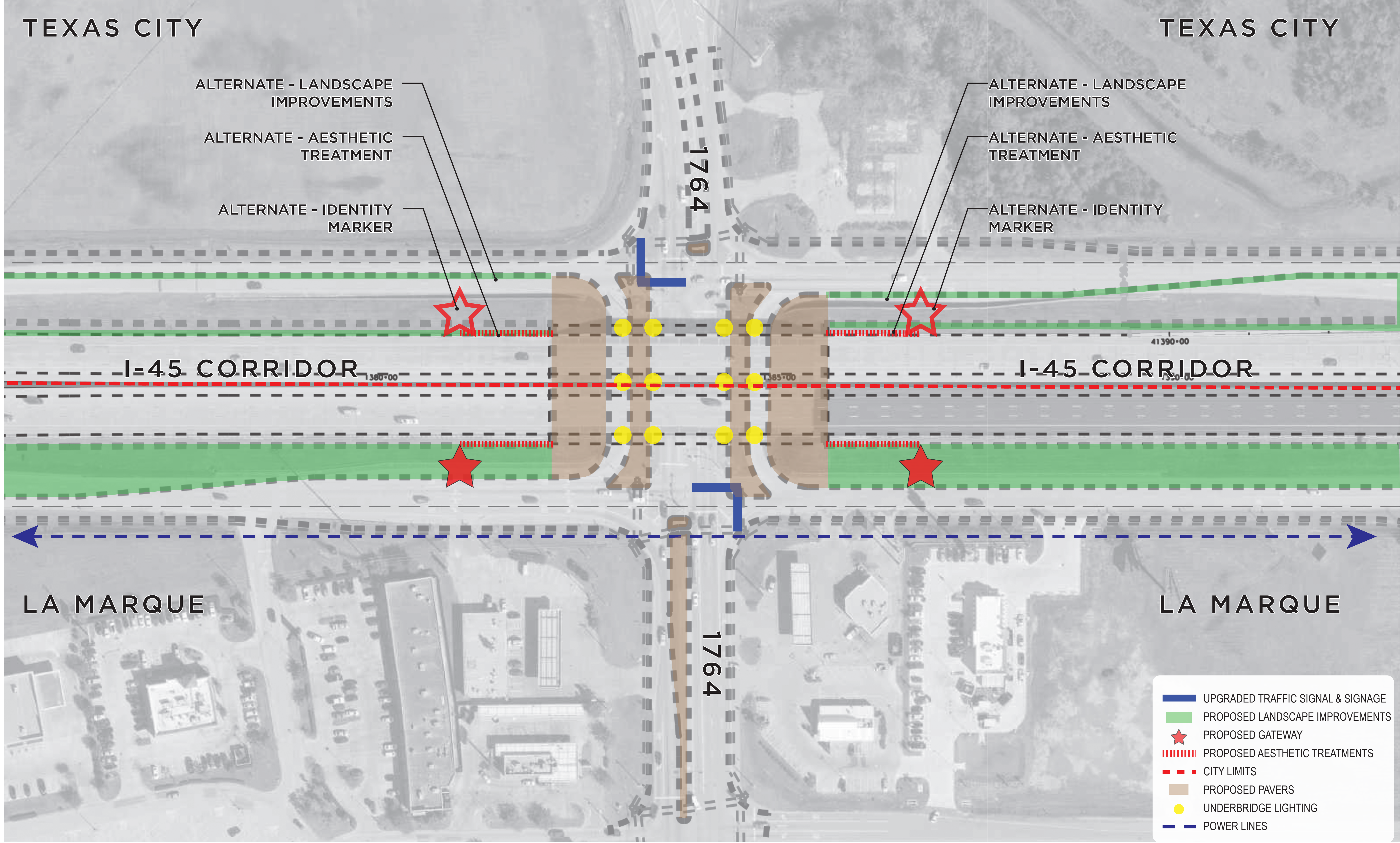


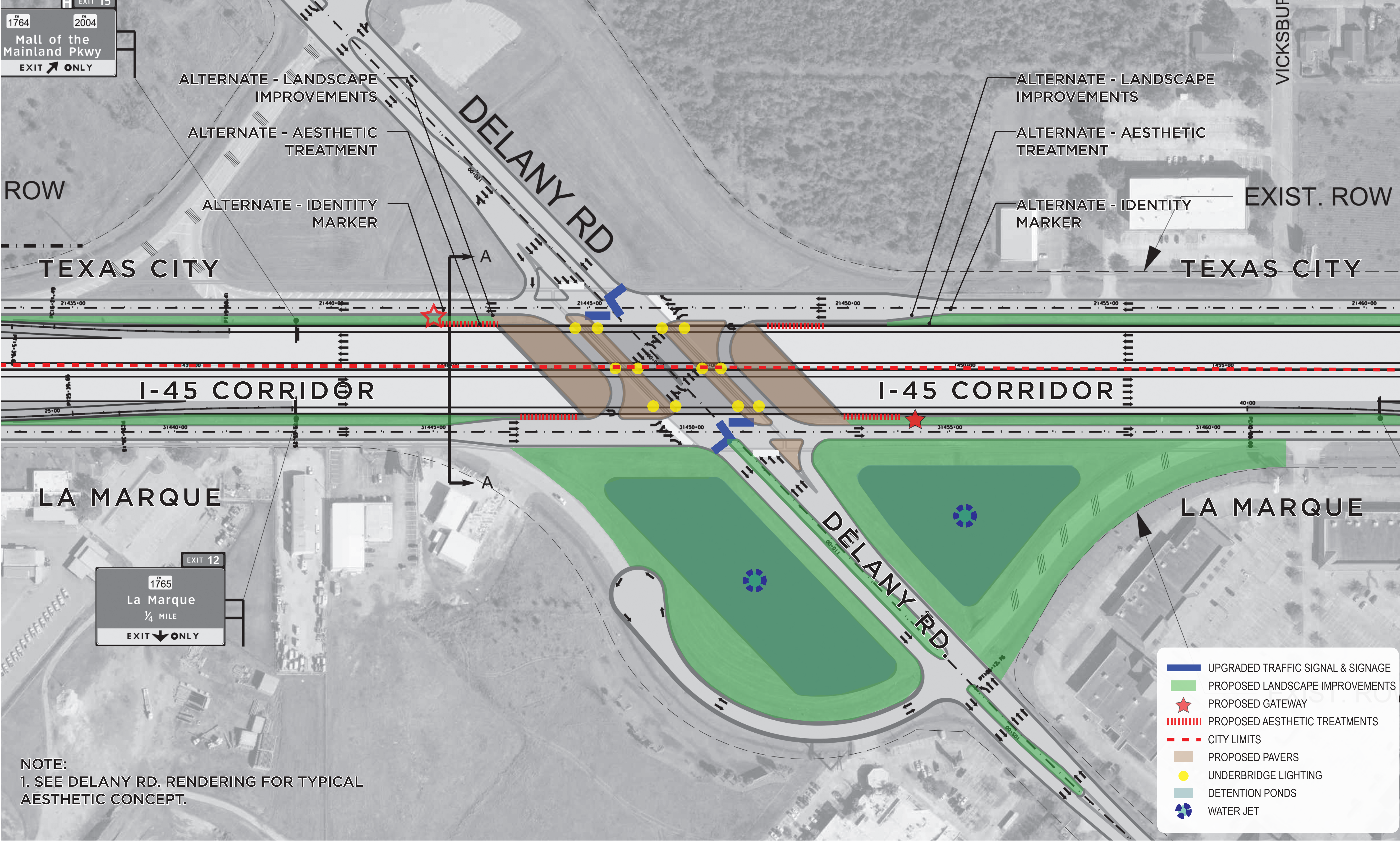
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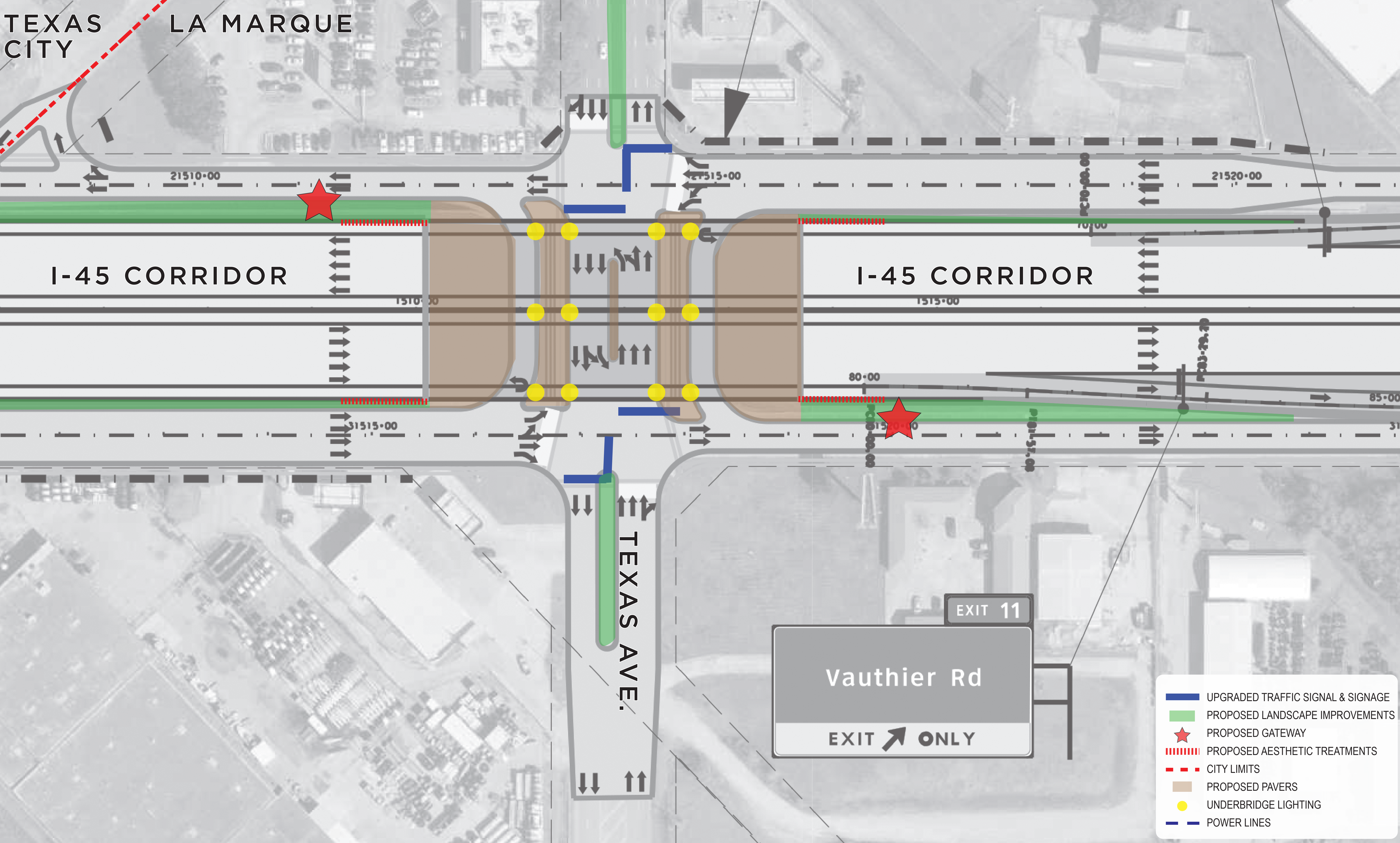
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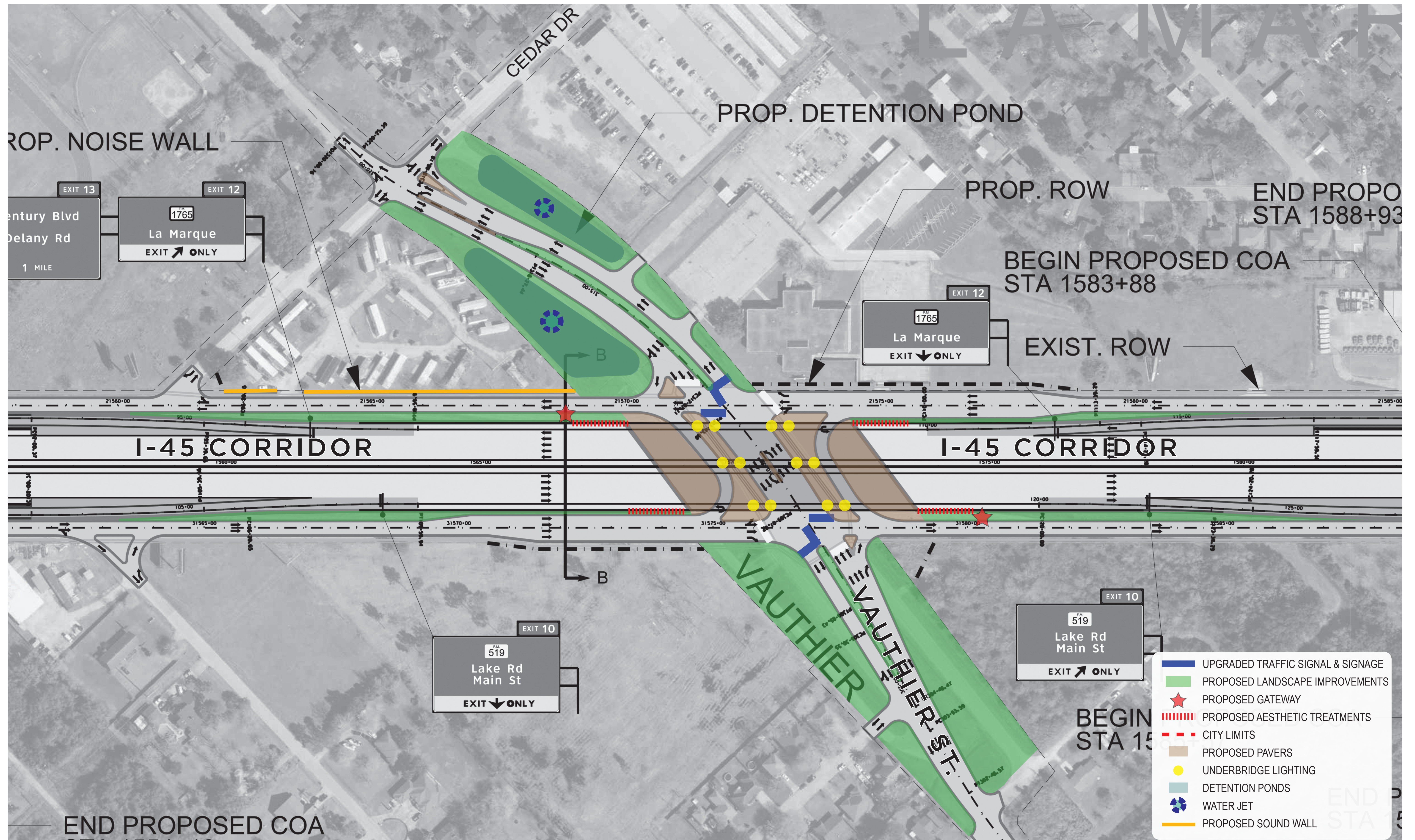
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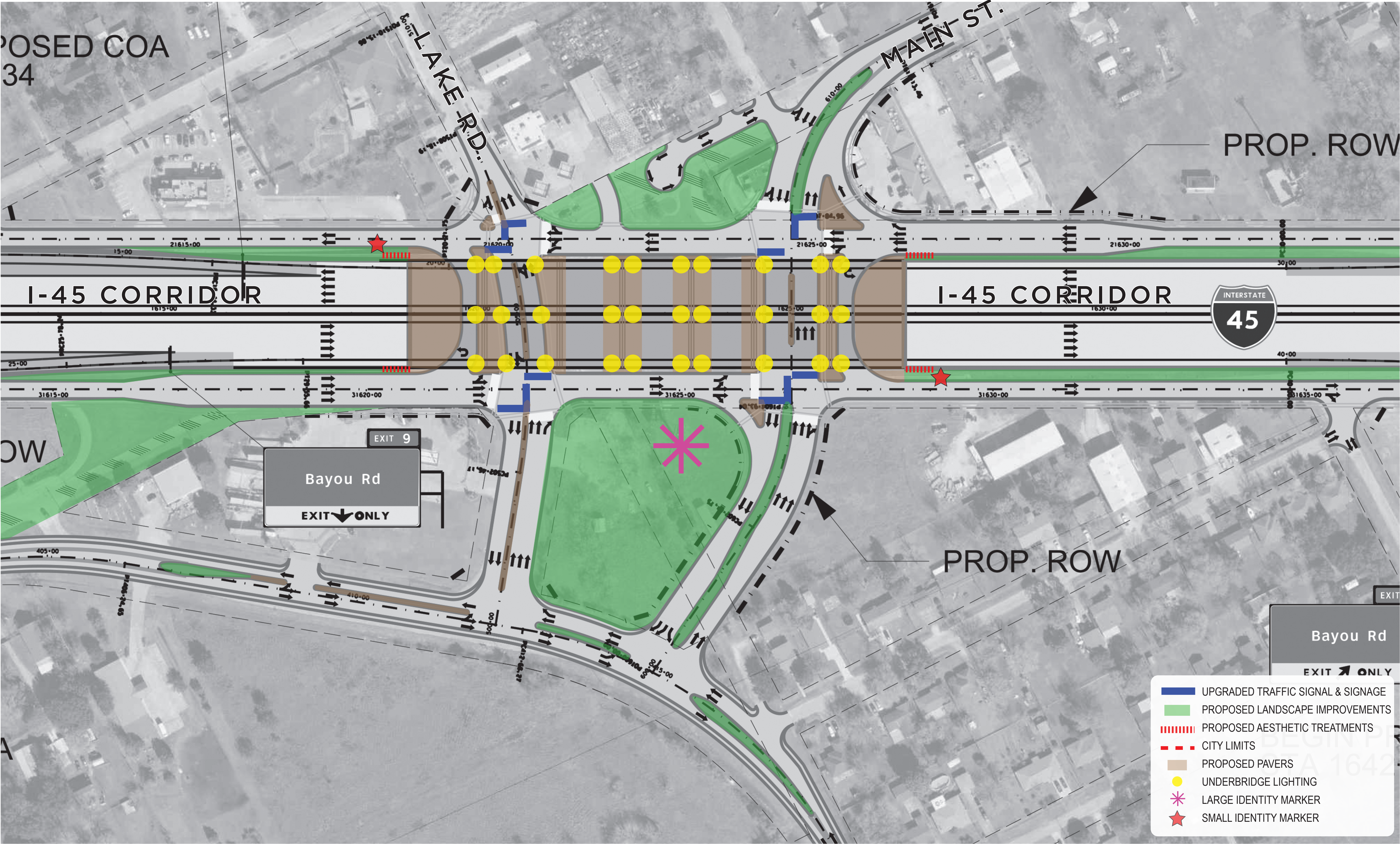
6,600 feet











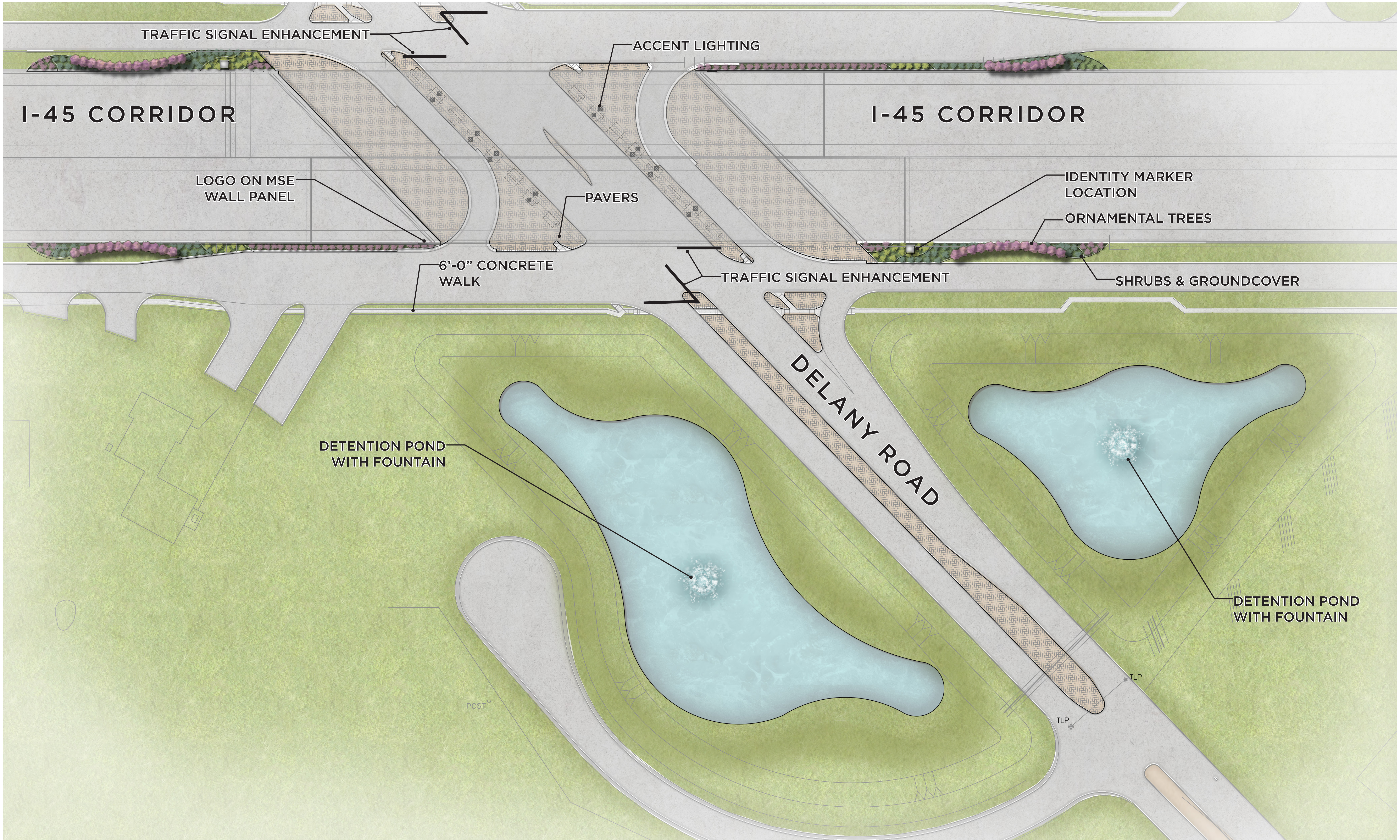


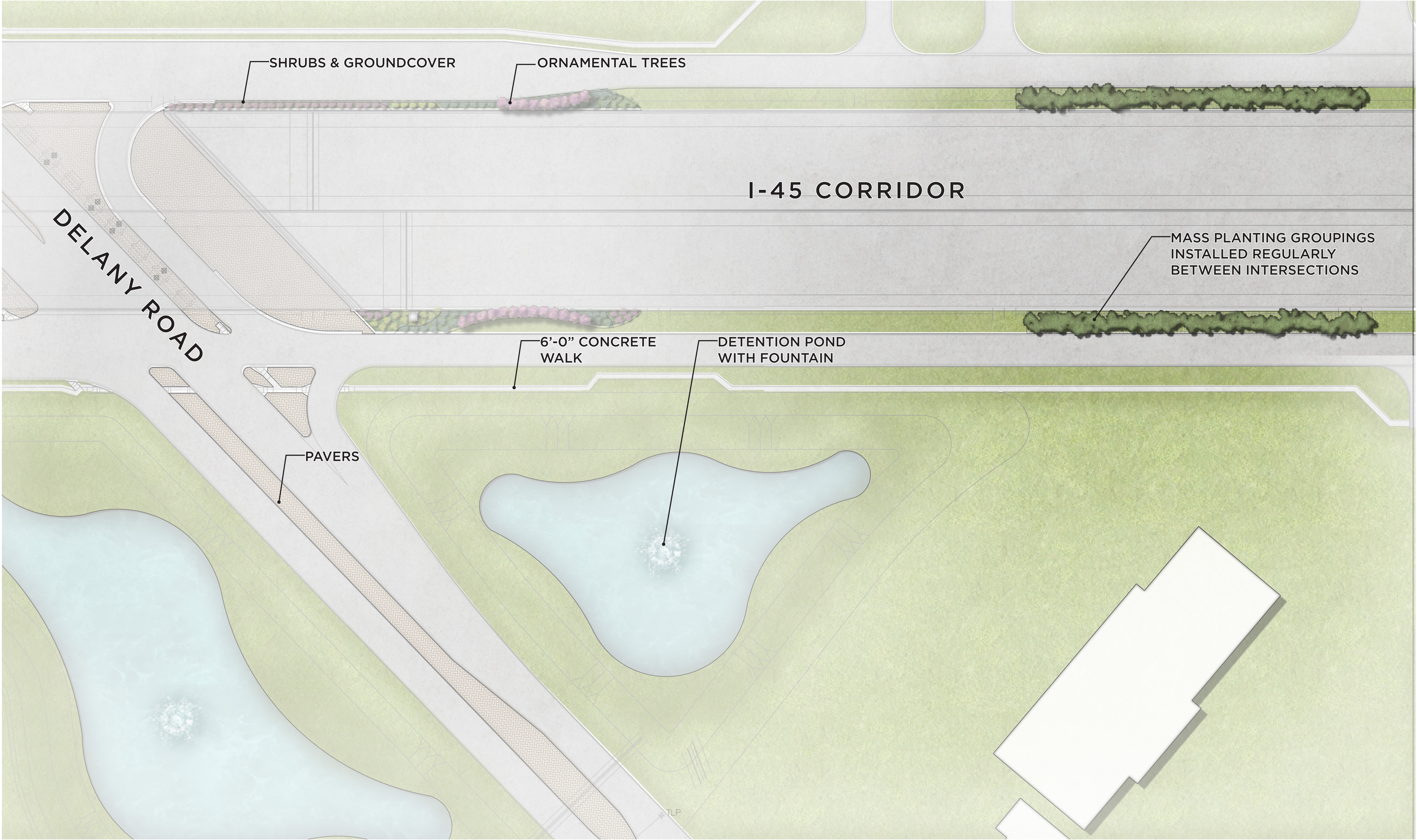
AGENDA:

- SITE ANALYSIS
- PROGRAMMING
- **CORRIDOR AESTHETICS**
- BRANDING OPTIONS

CITY OF LA MARQUE 1-45 CORRIDOR BRANDING & BEAUTIFICATION

MASTER PLAN
01.28.19





ENHANCED INTERSECTION PLANTING



BICOLOR IRIS



ASIAN JASMINE



MISCANTHUS - ADAGIO



MONKEY GRASS



GULF COAST MUHLY GRASS



SANDY LEAF FIG

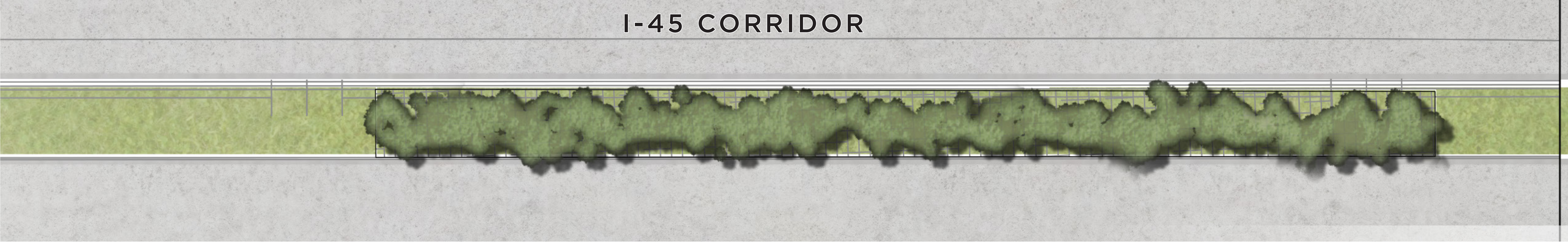


CHINESE FRINGE TREE



MAGNOLIA-LITTLE GEM

MASS PLANTING



YAUPEON HOLLY



AMERICAN BEAUTYBERRY



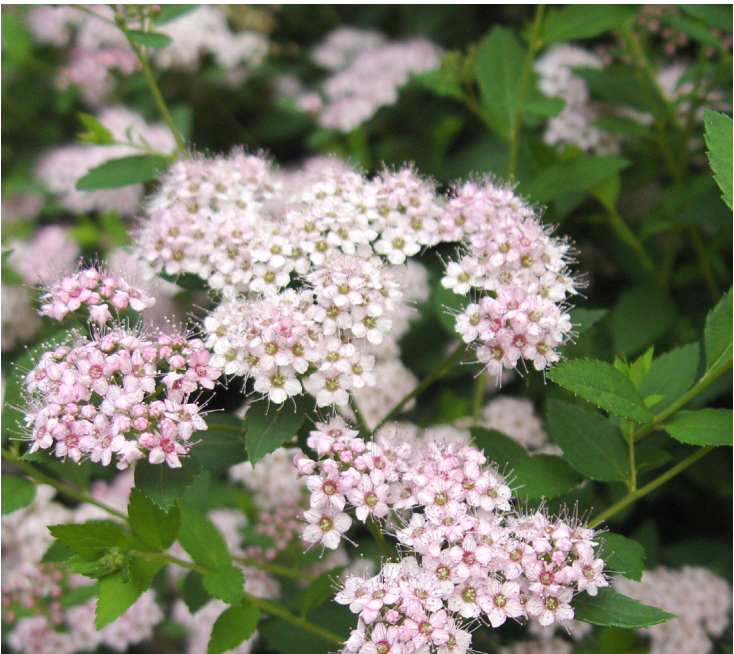
POSSUMHAW



OLEANDER



CEDAR ELM



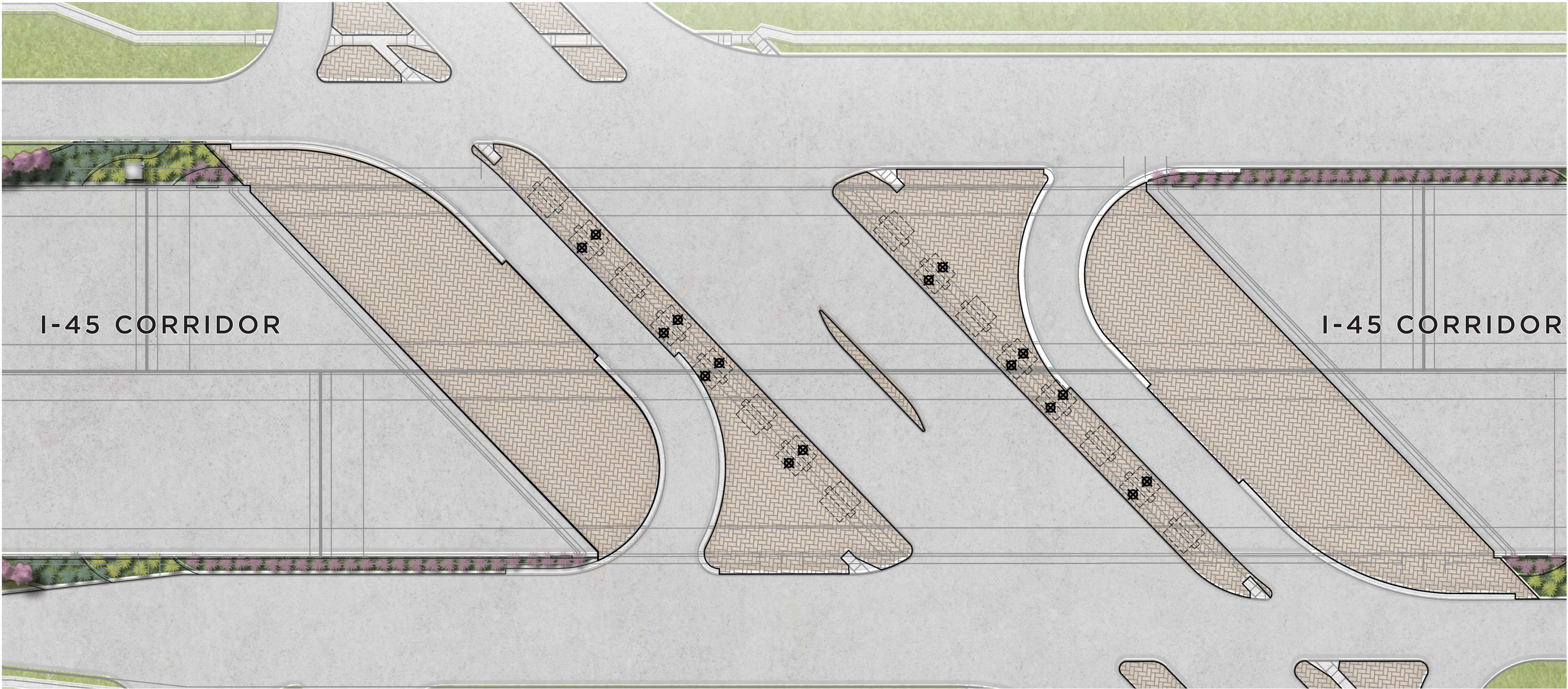
WALTER'S VIBURNUM-SPIREA



MEXICAN SYCAMORE



LAUREL OAK



HERRINGBONE PATTERN



TUMBLER PAVES



COLOR: GEORGIA



COLOR: OLD TOWN

AGENDA:

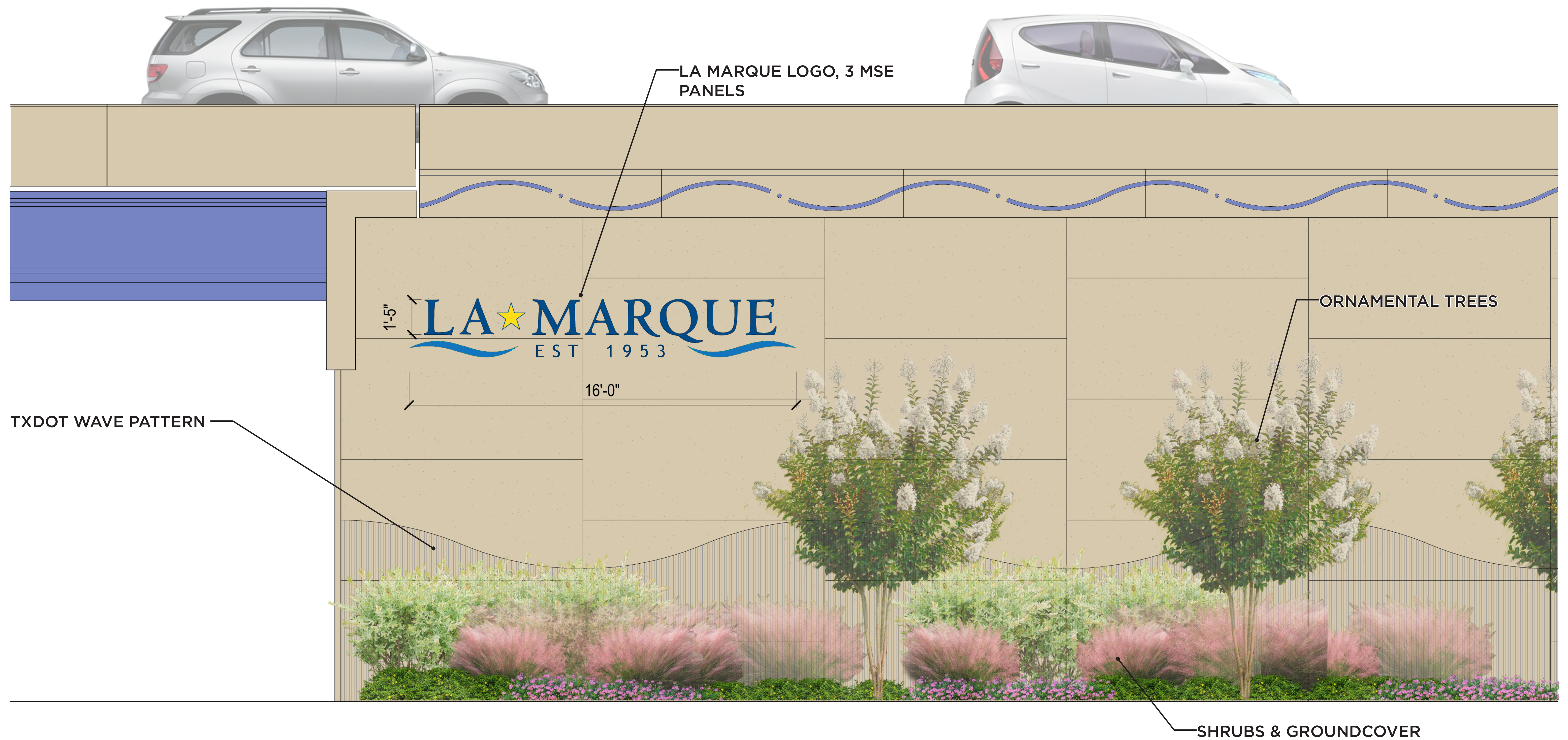
- SITE ANALYSIS
- PROGRAMMING
- CORRIDOR AESTHETICS
- **BRANDING OPTIONS**

CITY OF LA MARQUE 1-45 CORRIDOR BRANDING & BEAUTIFICATION

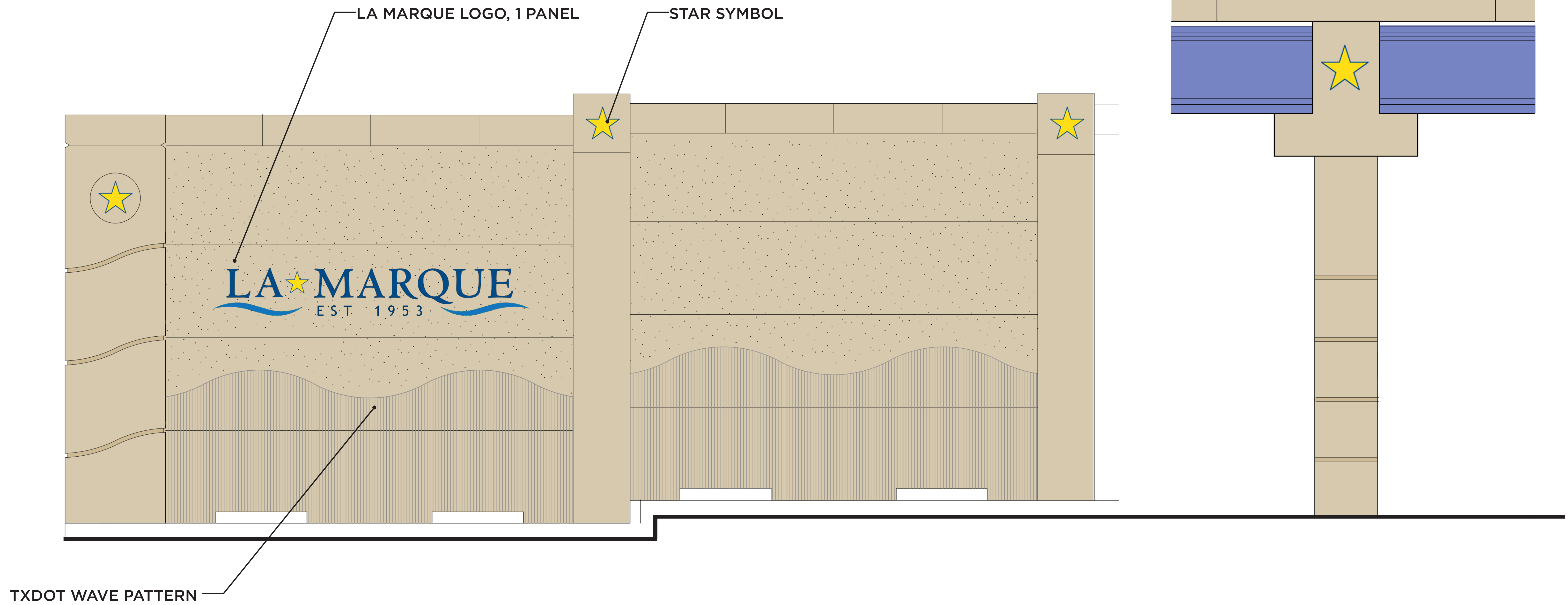
MASTER PLAN
01.28.19

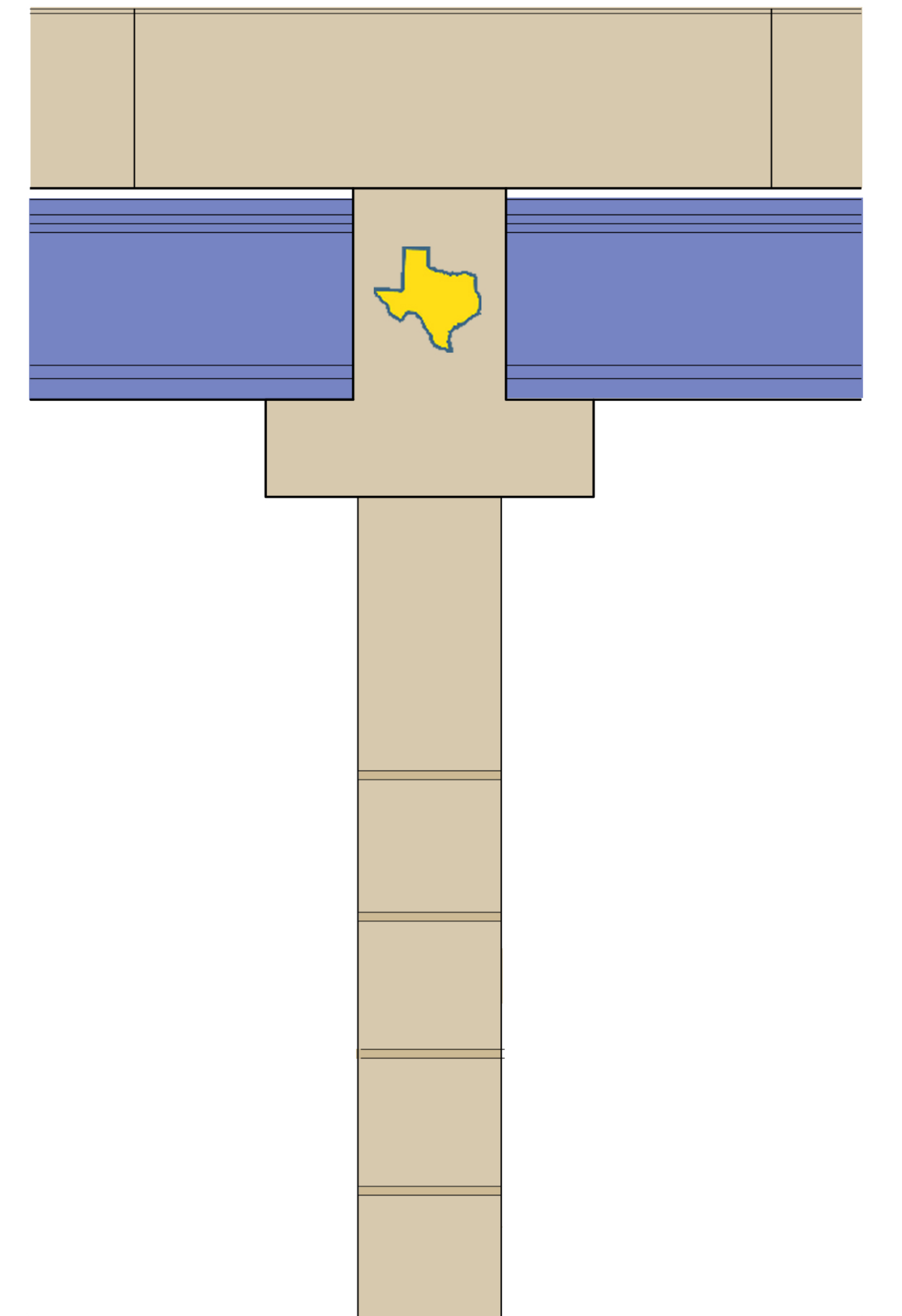
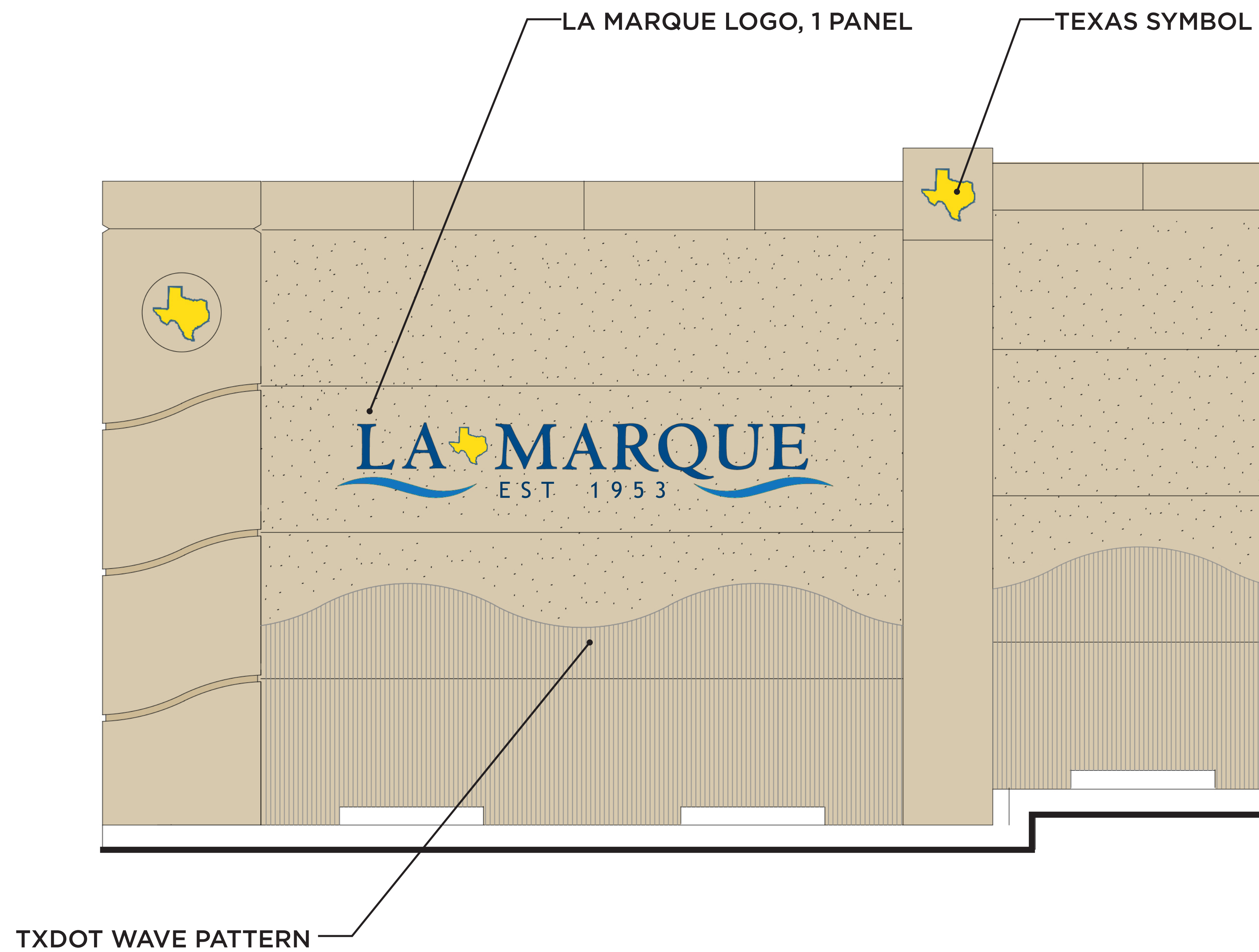


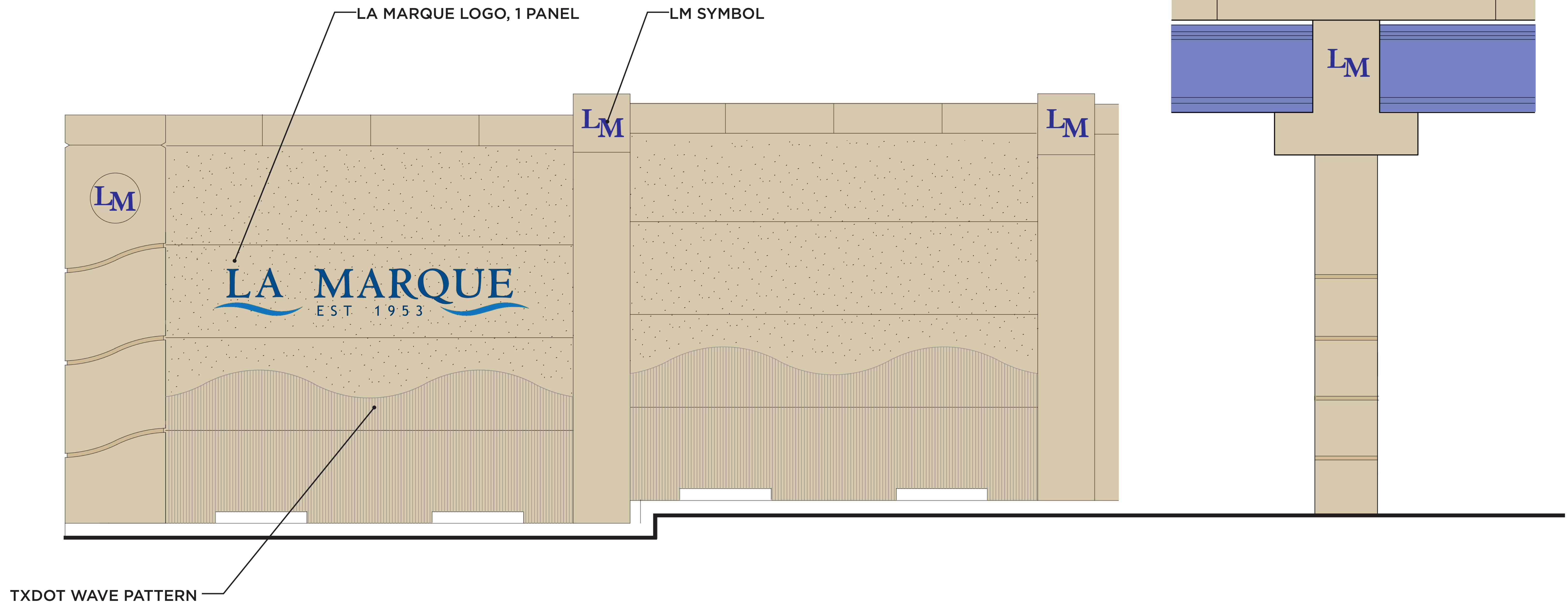








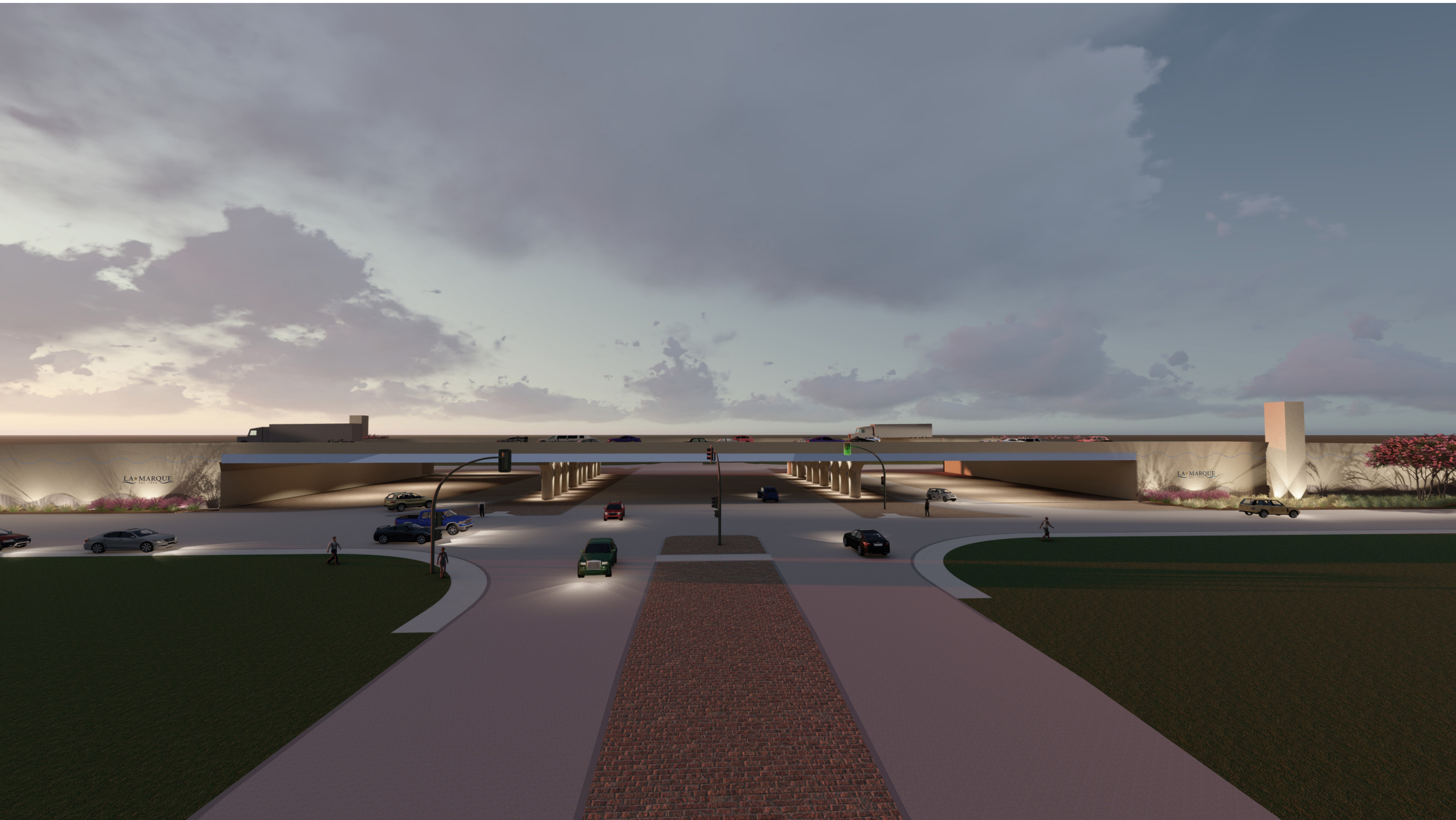














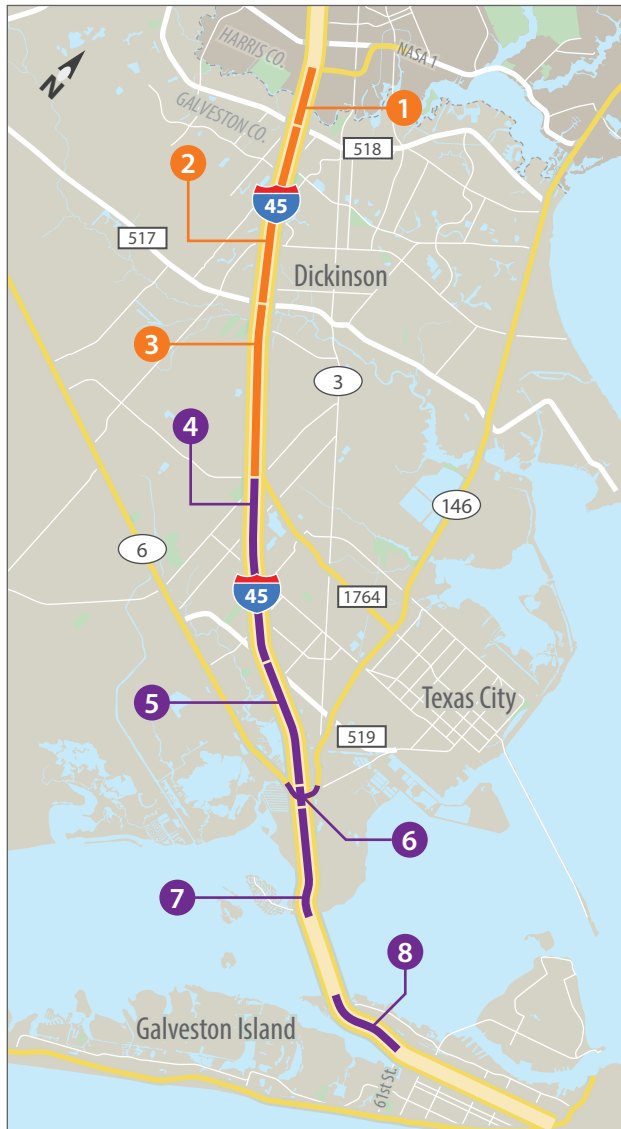
creating
for **places**
people



CLARK CONDON
landscape architecture

I-45 SOUTH PROJECT, GALVESTON CO.

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



PROJECTS UNDER CONSTRUCTION

#	Project Limits	Description	Let Amount	Anticipated Completion Date
1	NASA 1 to FM 518	Reconstruct and widen to 10 Main Lanes. Texas Clear Lanes Project	\$99,783,477	3rd Quarter 2021
2	FM 518 to FM 517	Reconstruct and widen to 8 Main Lanes.	\$121,744,991	1st Quarter 2021
3	FM 517 to FM 1764	Reconstruct and widen to 8 Main Lanes. Texas Clear Lanes Project	\$230,477,520	3rd Quarter 2022
			\$452,005,988	

PROJECTS UNDER DEVELOPMENT (FUNDED IN UTP)

#	Project Limits	Description	Estimated Construction Cost	Anticipated Let Date
4	FM 1764 to FM 519	Reconstruct and widen to 8 Main Lanes.	\$133,000,000	August 2019
5	FM 519 to Texas City Wye	Reconstruct and widen to 8 Main Lanes.	\$96,100,000	September 2020
6	Texas City Wye	Reconstruct Interchange.	\$68,000,000	September 2020
7	Texas City Wye to Causeway	Reconstruct and widen to 8 Main Lanes.	\$95,000,000	September 2020
	BNSF Railroad	Replace railroad bridge.	\$15,000,000	
8	Causeway to 61st Street	Reconstruct and widen to 8 Main Lanes.	\$104,000,000	April 2022
			\$511,100,000	



Quincy Allen, P.E.
Houston District Engineer
Quincy.Allen@txdot.gov
713-802-5002

CITY OF LA MARQUE, TX

✦ GATEWAY TO THE GULF ✦



January 29, 2019

Quincy D. Allen, P.E.
District Engineer, Houston District
7600 Washington Avenue
Houston, Texas 77007

RE: La Marque I-45 Expansion Enhancements
Galveston County, Texas
I-45: FM 1764 to Texas City WYE

Dear Mr. Allen,

In response to the letter dated December 31, 2018, with a deadline of January 30, 2019, please find the enclosed Aesthetics Master Plan, "City of La Marque I-45 Corridor Branding & Beautification", addressing Texas Department of Transportation's interstate expansion through the city limits of La Marque. The master plan delineates our intentions to build upon TxDOT's green ribbon standard to make this portion of the corridor distinctly La Marque.

The master plan shows intended enhancements to the TxDOT standard and feedback to your response letter is included below.

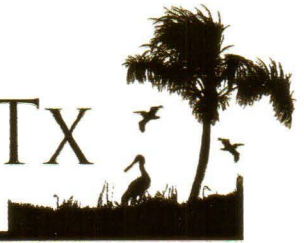
- Irrigation and electrical sleeves
 - All areas where lighting and planting will take place are indicated.
- Concrete pavers
 - The color, type and pattern are indicated in the plan.
- Retaining wall/ MSE panels
 - The options preferred by the city are indicted in the plan.
- Paint scheme
 - La Marque's intent is to keep with the TxDOT green ribbon standard.
- Detention pond improvements
 - Locations requiring excavation to wet bottoms are indicated in the plan.
- Underpass lighting
 - The addition of conduit to specified locations is all that would be required at this time. Locations are shown in the plan.

(continued)



CITY OF LA MARQUE, TX

✦ GATEWAY TO THE GULF ✦



- Bridge column patterning
 - La Marque's intent is to keep with the TxDOT green ribbon standard.
- Landscape and Irrigation
 - City of La Marque will work with TxDOT at a later date to accommodate the landscape development indicated in the plan.
- Noise wall aesthetics
 - The option preferred by the city is indicated in the plan.
- Guide Signs
 - Inclusion on additional signage north of the La Marque city limit is desired, allowing for adequate notification of drivers to exit for La Marque's points of interest. La Marque is long and narrow along I-45, with 14.3 miles of frontage. We have major attractions, new neighborhoods and a retail nucleus on the west side of I-45. These points of interest are well north of the municipal core.
- Traffic Signals
 - Color and options are included in the plan.

City of La Marque appreciates TxDOT's accessibility and partnership through this process. We await necessary funding and maintenance agreements. Colleen Merritt, La Marque Public Information Officer, is serving as primary contact for the I-45 Expansion through La Marque. She can be reached at cmerritt@cityoflamarque.org or 409-938-9255.

Sincerely,

Mayor Bobby Hocking
City of La Marque

cc: Charlene Warren
Dinh V. Ho, P.E.
William R. Brudnick, P.E.
Larry W. Blackburn, P.E.
Mark D. Patterson, P.E.
Pat Nwackuwu, P.E.
Patrick Gant, P.E.
Dana D. Cote, RLA





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

December 31, 2018

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

RE: Response Letter
Galveston County
I-45: FM1764 Texas City Wye
Enhancements Control: 0500-04, etc.

Dear Mayor Hocking:

The Texas Department of Transportation (TxDOT) has reviewed your letter dated November 28, 2018 concerning additional aesthetic and landscaping enhancements along I-45 through the City of La Marque.

TxDOT currently has several projects along I-45 through the City of La Marque that are in various stages of either construction or development. I-45 with limits from FM 517 to FM 1764 has already let for construction meaning additional enhancements would involve a change order to the construction contract. TxDOT would request that the City of La Marque fund the cost for any change order for enhancements within these limits, or suggest that certain landscape enhancements be included with a separate project.

Final plans are currently being developed along I-45 with limits from FM 1764 to north of FM 519 with an anticipated August 2019 construction letting. Final plans are also being developed along I-45, north of FM 519 to the Causeway with an anticipated September 2020 construction letting. In order to provide consistent enhancements throughout the City of La Marque, the schedule of the project from FM 1764 to north of FM 519 will need to control.

Below are bulleted responses to your requested enhancements specific to the limits from FM 1764 to the Texas City Wye:

- Add irrigation and electrical sleeves to accommodate future irrigation
 - TxDOT can accommodate this request provided that a layout showing the location and size of sleeves is provided to TxDOT by January 30, 2019. TxDOT can provide the City of La Marque plan sheets for mark up.
- Revise concrete pavers to match La Marque aesthetics
 - TxDOT requests that the City of La Marque provide the type and color of pavers. TxDOT will install the pavers with the construction project; however, the City of La Marque must maintain these unique pavers.
- Revise the retaining wall form liner to match the La Marque aesthetic with the city logo
 - TxDOT is proposing to utilize the standard Green Ribbon Wave Scheme that can accommodate this. TxDOT requests that the City of La Marque provide the shape

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.*

An Equal Opportunity Employer

- with dimensions for the space needed to accommodate the City logo by January 30, 2019; so it can be incorporated into the plans.
 - The City would be responsible for the painting and maintenance of the logo.
- Revise the paint scheme to match the La Marque aesthetic
 - TxDOT can accommodate this request provided that the City of La Marque identifies the colors to be used and be responsible for the on-going maintenance of the painted surfaces. Paint schemes must be submitted before January 30, 2019 to be incorporated into the plans. The City would be responsible for maintenance.
- Modify proposed detention ponds to have standing water
 - This request may be accommodated on a case by case basis. Detention ponds may require deepening and special liners. TxDOT requests that the City of La Marque engineer the modified ponds and pay for any additional costs such as the fountains liners, excavations; and associated maintenance, etc.
- Additional underpass lighting
 - TxDOT assumes that this request is for accent lighting. TxDOT requests that the City of La Marque pay the cost for maintenance of the conductors and associated fixtures, as well as on-going electricity cost. The City must prepare the electrical plans, and submit them to TxDOT by January 30, 2019 to incorporate additional underpass lighting into the plans.
- Modify the patterning on the bridge columns
 - TxDOT understood that the City of La Marque was comfortable with the Wave Scheme general column aesthetic which would match adjacent projects along the I-45 corridor. Construction contractors within the region regularly use the forms for Wave Scheme columns, so a new pattern would increase construction costs. TxDOT would prefer not to make any changes to the patterning.
- Modify the proposed landscape installation to match the La Marque aesthetic
 - TxDOT will work with the City of La Marque to address landscape development at a later date. It is customary to let landscaping projects separate from the construction projects.
- Modify the proposed noise wall aesthetic and paint scheme
 - TxDOT can accommodate this request provided that the City of La Marque identifies the colors to be used and be responsible for the on-going maintenance of the painted surfaces. Paint schemes must be submitted before January 30, 2019 to be incorporated into the plans.
- Coordinate the inclusion of La Marque on guide signs
 - TxDOT can accommodate the inclusion of additional guide signs indicating "La Marque – NEXT XX EXITS"
- Modify the proposed traffic signals to match the La Marque aesthetic
 - TxDOT can accommodate standard TxDOT black powder coated signal poles that are with the project for no extra charge; however, the City of La Marque must provide and maintain replacement signal poles in stock; otherwise, standard galvanized signal poles would be installed as replacement.
 - Unique signal poles must be designed for 100 mile per hour wind speeds and match TxDOT bolt patterns; the City of La Marque would be responsible for the additional cost and maintenance of unique signal poles.

As described above, many of these enhancement requests can be accommodated but do need participation from the City of La Marque to either fund the enhancement or maintain them. An advance funding agreement with the City of La Marque would have to be executed to finalize inclusion in the I-45 projects.

If you would like to discuss further, please contact William R. Brudnick, at (713) 802-5031.

Sincerely,



Quincy D. Allen, P.E.
District Engineer
Houston District

cc: William R. Brudnick, P.E.
Larry W. Blackburn, P.E.
Mark D. Patterson, P.E.
Pat Nwackuwu, P.E.
Patrick G. Gant, P.E.
Dana D. Cote, RLA



November 28, 2018

Texas Department of Transportation
Houston District
P.O. Box 1386
Houston, Texas 77251

Attn: Quincy Allen, P.E.

The City of La Marque would like to request the incorporation of the following items into the current I-45 highway drawing sets. These items will help us facilitate the landscape and aesthetic improvements we are proposing for the I-45 corridor that traverses the Texas City boundary.

- Add irrigation and electrical sleeves to accommodate future irrigation
- Revise the concrete pavers to match La Marque aesthetic
- Revise the wall form liner to match the La Marque aesthetic
- Revise the paint scheme to match the La Marque aesthetic
- Modify some of the proposed detention ponds to have standing water
- Add additional lighting underneath the overpass bridges
- Modify the patterning on the bridge columns
- Modify the proposed landscape installation to match the La Marque aesthetic
- Modify the proposed sound/noise wall aesthetic
- Coordinate inclusion of La Marque on green high way informational signage
- Modify the proposed traffic signals to match the La Marque aesthetic

The opportunity to partner with TxDOT to include these items listed above will save a significant amount of funding allowing us to reinvest it into landscape improvements and aesthetics along the corridor.

Please review and contact us with any or all the improvements from the above list that TxDOT would be willing to include in the current drawing set that will be let soon.

Thank you for your consideration,

Bobby Hocking, Mayor
City of La Marque

Cc: Mark Patterson- Director of Consultant Contracts Administration





CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Alex Getty

Department: EDC

Agenda item: 10a

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action to ratify the agreement dated January 3, 2019 between the La Marque Economic Development Corporation and Resource Planning Associates, LLC (RPA).

☒

ATTACHMENTS FOR REFERENCE

1. RPA agreement -1.3.2019
2. Draft EDC Minutes - 1.17.2019

STAFF BRIEFING:

- This is a continuation of the Renaissance District revitalization project.
- Special Counsel has reviewed the agreement.
- Agreement has been discussed with Finance Director.

HISTORY:

- This is the next step in the long-planned revitalization effort in the Renaissance District.
- Citizens/City Council/EDC participated in the A&M study regarding downtown revitalization through the Texas Coastal Watershed Program.

SIGNIFICANT ACTION DATES:

1.17.2019 - Approved unanimously by EDC Board of Directors

ACTION:

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

Cost Details:	
Budgeted	Fund Balance
Actual Bid	Estimate only at this juncture
Estimated Expenditure	\$500,000
Acct. Name(s)	Professional Fees
Line Item #	19-4040-00-00
Other Funding	N/A



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to ratify the agreement dated January 3, 2019 between the La Marque Economic Development Corporation and Resource Planning Associates, LLC (RPA).

FISCAL IMPACT: This is the next step in placemaking for downtown. The street improvements at the intersection of Laurel and 1st Street will help make downtown more pedestrian friendly. The goal is for downtown to continue to be an economic driver and gathering place for generations to come.

Alex Getty
Executive Director
La Marque Economic Development Corporation
1130 First Street
La Marque, TX 77568

January 3, 2019

RE: Streetscape and Building Exterior
1130 First Street La Marque EDC

Dear Mr. Getty,

The following architectural proposal is submitted in response to your request to commence this second phase of consulting for the La Marque Renaissance District.

Scope of Services:

A. Street Scope Design

Review the 401 Laurel at First Street (4) corner intersection which may encompass approximately 260' of First Street and 260' of Laurel plus @ 3600 SF of intersection to enhance the pedestrian and parking experience as a design template for continuation throughout the Renaissance District.

1. Demo and realign curb and walks 1200 sf
 2. Install new curbing
 3. Design @ 6000 sf sidewalks
 4. Rework @ 78 parking spaces
 5. Design @ 2500 sf of pavers
 6. Design Landscaping by Allowance
 7. Select street amenities
 8. Provide @ 20 Town Square historical poles and fixtures
 9. Layout striped parking, crosswalks, and graphics
 10. Include a line item contingency
- Preliminary Cost Assessment 1-10 \$225,000

B. Exterior Improvements for 1130 First Street (EDC Office Building)

1. Façade modifications
 2. Graphics and awnings
 3. Access controls
 4. Signage
- Assessment 1-4 \$150,000

C. Professional Services

1. Architectural Design and Construction \$ 37,500
Administration @ 10% of A+ B (\$375,000)
2. Reimbursable or Additional Expenses for



Resource Planning Associates, LLC

3027 Marina Bay Dr., Ste. 240
League City, TX 77573
281.334.3838

Surveying, Topo, Traffic and Electrical Engineering consultant reviews (Allowance)	\$ 18,750
---	-----------

TOTAL A-C	\$431,250
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D. <u>Project Contingency</u> - Drainage and unforeseen conditions	\$ 68,750
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Total Project Scope A-D	\$500,000
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We will invoice monthly for our Design Services over the next (90) days. This service should not exceed the sum of 80% of the \$37,500 fee estimate unless our scope is modified by consent of both parties.

Our intent is to address this intersection and connecting walkways first as a template for future expansion throughout the Renaissance District.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Randall', is written over a light blue horizontal line.

Robert Randall, AIA
Principal

Accepted by: Alex Getty

Date

Untitled Map

Intersection 1st and Laurel La Marque EDC

Legend

-  Miles Real Estate
-  US Post Office





**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING MINUTES
JANUARY 17, 2019**

AGENDA:

1. CALL TO ORDER
Board Member Bobby Hocking called the meeting to order at 8:00 a.m.
2. ROLL CALL

PRESENT: ABSENT: None
Ron Crowder, President
Gene Smith, Secretary
Louis "Mac" McGaffey - left at 8:59 a.m.
Bobby Hocking
Deanie Barrett
3. APPROVAL OF MINUTES
 - a. Regular Meeting of December 20, 2018
Board member Barrett made a motion to approve. Board member Smith seconded. Motion passed unanimously.
4. FINANCIAL REPORT
 - a. Presentation of Monthly Financial Report
Financial report stood as submitted.
5. PRESENTATION- update given by Bob Randall and Mr. Bricker on property under reconstruction at 1st and Laurel (color scheme, an issue with CenterPoint- gas-line, change order for roof)
6. NEW BUSINESS
 - a. Discussion/possible action Discussion/possible action regarding fiscal year 2019 budget amendment

After a brief discussion, Board member Smith made a motion to approve the fiscal year 2019 budget amendment. Board member Barrett seconded. **MOTION PASSED UNANIMOUSLY**
 - b. Discussion/possible action regarding 408-416 Laurel

After a brief discussion, Board member McGaffey made a motion to allow 408-416 Laurel to remain on the bid list for demolition in March. Board member Smith seconded, **MOTION PASSED UNANIMOUSLY.**

- c. Discussion/possible action regarding the proposal submitted by Resource Planning Architects LLC for streetscape improvements at Laurel & 1st Street and exterior improvements at 1130 1st Street **(this item was taken out of order and addressed first)**-

After a brief discussion, Board member Hocking made a motion to accept the proposal submitted by Resource Planning Architects LLC for streetscape improvements at Laurel & 1st Street and exterior improvements at 1130 1st Street. Board member Smith seconded.
MOTION PASSED UNANIMOUSLY

- 7. OLD BUSINESS – There was no old business

- 8. DISCUSSION

- a. Director's Report - report may include past, present, or future projects
Executive Director provided information regarding the lease addendum for the tenants at 401 and 405 Laurel which moves the lease start date to March 1, 2019.

- b. Public Relations Report – report to include an overview of efforts as it pertains public relations
Public Relations Officer provided an overview of her report and added that a meeting that will be taking place in February with the Superintendent of Texas City Schools, and suggested representatives from the City attend to provide input on the naming of a few of the new schools being built within the City. Due to a doctor's appointment, Board member McGaffey left at 8:59 a.m.

- 9. EXECUTIVE SESSION

- a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale
There was no Executive Session

- 10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

- a. Consider land acquisition and or sale - NA

- 11. REQUESTS, ANNOUNCEMENTS AND COMMENTS

- 12. ADJOURNMENT

It was the consensus of the Board to adjourn the regular meeting at 9:36 a.m.
Motion passed unanimously.

Ron Crowder, President

Robin Eldridge, TMRC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Suzy Kou

Department: Finance

Agenda item: 10b

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving Resolution No. **R-2019-004**, authorizing the City Manager to execute an agreement with Public Agency Retirement Services (PARS) to provide an alternative retirement plan for part-time employees.

X

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Year 1955 City agreement with State Department of Public Welfare
3. PARS overview
4. Cost savings analysis

STAFF BRIEFING:

- The City of La Marque is required to contribute an amount equal to 6.2% of each part-time employee's salary to Social Security and the employee is required to contribute 6.2% for a total contribution of 12.4%.
- In 1990 Congress adopted the Omnibus Budget Reconciliation Act (OBRA). OBRA mandated that employees not covered at the time by a retirement program should be enrolled in Social Security or an alternative retirement program, which meets the statutory requirements of the act. PARS offers an Alternative Retirement System (ARS) that meets these requirements.
- The ARS program provides certain benefits to both the employee and the City. The legislation requires a minimum contribution to the alternate plan of 7.5%.
- Option 1: The employee's contribution will remain the same as it is under Social Security-6.2%. However, this deduction is taken from pretax dollars and will actually result in an increase in take home pay for the contributing employees. The City will contribute the remaining 1.3% for a total of 7.5%. The reduced rate of contribution by the City (1.3% versus 6.2%) results in estimated first year savings of approximately \$7,560 net of administrative cost assuming 9 part time employees will be added.
- Option 2: The employee's contribution will increase to 7.5%. However, this deduction is taken from pretax dollars and will actually result in an increase in take home pay for the contributing employees. The City will contribute 0.0%. The reduced rate of contribution by the City (0.0% versus 6.2%) results in estimated first year savings of approximately \$10,521 net of administrative cost assuming 9 part time employees will be added.



CITY COUNCIL AGENDA FORM

The benefits to employees from enrollment in the ARS versus Social Security are as follows:

- PARS plan participants are fully vested in their individual accounts from day one. This is the same as immediate ownership of the invested funds. This compares to Social Security which requires contributions for a minimum of 40 quarters (10 years total) before the employee is eligible for any Social Security retirement benefit.
- In the event that the participant separates from service with the City, the participant may receive the contributed funds as follows:
 - o Distributed as a lump sum directly to the participant; or
 - o Rolled over to an IRA or other qualified plan that accepts rollovers.
- PARS contributions are pre-tax dollars. Social Security contributions are post-tax dollars. The result is additional take home pay for the enrolled employees.
- Contributions to the PARS plan increase account balances without limit. With Social Security, once the limit is met, additional contributions do not result in any higher benefits for the contributing participants.
- In order for the City to breakeven or recognize any saving, the City would need to have minimum of eight part time employees working 999 hours a year each.

HISTORY:

- **December 9, 1954** - City signed an agreement with State Department of Public Welfare. This agreement became effective January 1, 1955 to allow the City to take this option.

TARGET IMPLEMENTATION: March 1, 2019

SIGNIFICANT ACTION DATES: NA

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	\$14,121.86
Actual Bid	
Estimated Expenditure	\$6,561.04
Acct. Name(s)	Payroll taxes
Line Items #	01-1060-06-00
Other Funding	



CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2019-004**, authorizing the City Manager to execute an agreement with Public Agency Retirement Services (PARS) to provide an alternative retirement plan for part-time employees, with option 1 for City to contribute 1.3% into ARS.

FISCAL IMPACT: Estimated savings of \$7,560 budget year 2018-19.

RESOLUTION NO. R-2019-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, APPROVING RESOLUTION NO. R-2019- PROVIDING A QUALIFYING RETIREMENT SYSTEM FOR ITS EMPLOYEES NOT CURRENTLY ELIGIBLE FOR SUCH A QUALIFYING RETIREMENT SYSTEM, THEREBY MEETING THE REQUIREMENTS OF SECTION 11332 OF THE OMNIBUS BUDGET RECONCILIATION ACT (OBRA '90) AND SECTION 3121(b)(7)(F) OF THE INTERNAL REVENUE CODE; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, it is determined to be in the best interest of the City of La Marque ("City") and its employees to provide a qualifying retirement system for its employees not currently eligible for such a qualifying retirement system, thereby meeting the requirements of Section 11332 of the Omnibus Budget Reconciliation Act (OBRA '90) and Section 3121(b)(7)(F) of the Internal Revenue Code;

WHEREAS, PARS has made such a system available to the City and its eligible employees and qualifies under OBRA 90 Section 11332, Internal Revenue Code Sections 3121(b)(7)(F) and 457(b), and meets the meaning of the term "retirement system" as given by Section 218(b)(4) of the Federal Social Security Act; and

WHEREAS, the Resolution shall be effective March 1, 2019, **NOW, THEREFORE,**

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

Section 1. The City Council hereby adopts the PARS Trust, including the PARS Section 457(b) Alternative Retirement Plan, effective March 1, 2019; and

Section 2. The City Council hereby appoints the Finance Director, or his/her successor or his/her designee as the City's Plan Administrator for the PARS Section 457 (b) Alternative Retirement Plan/Trust; and

Section 3. The City's Plan Administrator is hereby authorized to implement the plan(s), execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in PARS and to maintain PARS compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City's PARS plan(s).

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

Section 5. Effective Date. This amended resolution shall take effect March 1, 2019.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2019.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC
City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

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AGREEMENT

1. This agreement is entered into by the State Department of Public Welfare and by The City of LaMarque, Texas, hereafter referred to as the Political Subdivision, in order to make Old-Age and Survivors Insurance coverage effective for employees of the Political Subdivision.

2. Both parties agree to undertake the respective liabilities and responsibilities authorized and provided by H. B. 603, Acts 52nd Legislature, Regular Session, and by the Federal Social Security Act (as they now are and may from time to time be amended), and that they are a part of this agreement, and S.B. No. 124, Acts 1953.

3. The Political Subdivision agrees that the provisions of Bulletin 2, Application and Agreement, (as it now is and may from time to time be amended) promulgated by the State Department of Public Welfare, are a part of this agreement.

4. The Political Subdivision agrees to cover all employees of the Political Subdivision, except those performing services specifically excluded by law and those performing services listed below.

a) Any service of an emergency nature.

b) Part-time positions. (20 hrs or less on less)

c) Positions compensated on a fee basis.

d) Elective positions.

5. The Political Subdivision will deposit in the "Social Security Fund" on or before (date) January 1st each year the amount of priority dedicated revenues sufficient to meet its estimated obligations under the terms of this agreement.

6. The effective date of this agreement is (date) January 1, 1955

7. This agreement is agreed to,

by the Political Subdivision (date) December 9, 1954.

Signed: _____

Title: Mayor

by the State Department of Public Welfare (date)

MAR 28 1955

Signed: _____

Title: Executive Director

MODIFICATION NO. 108

TO TEXAS STATE SOCIAL SECURITY AGREEMENT

The Secretary of Health, Education, and Welfare and the State of Texas acting through its representative designated to administer its responsibilities under the agreement of November 30, 1951, hereby accept as additional coverage groups under said Agreement and acknowledge the full applicability of the original Agreement to the following:

COUNTIES

1. [REDACTED]
Effective date as of January 1, 1955
Exclusions:
 - (a) Employees engaged in rendering services of emergency nature.
 - (b) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
2. [REDACTED]
Effective date as of January 1, 1955
Exclusions:
 - (a) Employees engaged in rendering services of emergency nature.
 - (b) Employees engaged in rendering services in part-time positions.
3. [REDACTED]
Effective date as of January 1, 1955
Exclusions:
 - (a) Employees engaged in rendering services of emergency nature.
 - (b) Employees engaged in rendering services in part-time positions.
 - (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
4. [REDACTED]
Effective date as of January 1, 1955
Exclusions:
 - (a) Employees engaged in rendering services of emergency nature.
 - (b) Employees engaged in rendering services in part-time positions.

5. [REDACTED]
Effective date as of January 1, 1955
Exclusions:

- (a) Employees engaged in rendering services of emergency nature.

6. [REDACTED]
Effective date as of January 1, 1955
Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.

7. [REDACTED]
Effective date as of January 1, 1955
Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.

MUNICIPALITIES

1. [REDACTED]
Effective date as of January 1, 1955
Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

2. [REDACTED]
Effective date as of January 1, 1955
Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

3. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (c) Employees engaged in rendering services in elective positions.

4. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in positions the compensation for which is on a fee basis.

5. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

6. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

7. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (d) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

8. City of LaMarque

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

9. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in positions the compensation for which is on a fee basis.

10. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

11. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

12. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

13. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

14. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

15. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

16. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services in emergency nature.
- (b) Employees engaged in rendering services in positions the compensation for which is on a fee basis.

17. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services in emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

18. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services in positions the compensation for which is on a fee basis.

19. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.

20. C [REDACTED]

Effective date as of April 1, 1955

Exclusion:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

21. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

22. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

23. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services in positions the compensation for which is on a fee basis.

24. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in elective positions.

25. [REDACTED]

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services in part-time positions.
- (b) Employees engaged in rendering services of emergency nature.

26. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions/

27. [REDACTED]
Effective date as of February 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

INSTRUMENTALITIES

1. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

2. [REDACTED]
Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

3. [REDACTED]

(An Instrumentality of Jackson County)

Effective date as of January 1, 1955

Exclusions:

- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

4. [REDACTED]

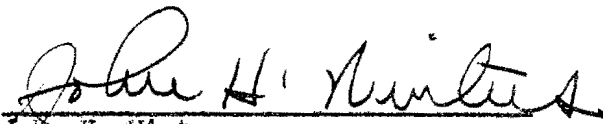
(An Instrumentality of Bexar County)

Effective date as of January 1, 1955

Exclusions:

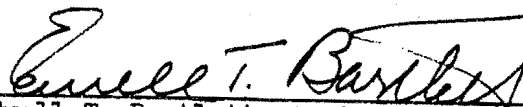
- (a) Employees engaged in rendering services of emergency nature.
- (b) Employees engaged in rendering services in part-time positions.
- (c) Employees engaged in rendering services in positions the compensation for which is on a fee basis.
- (d) Employees engaged in rendering services in elective positions.

Approved for the State of Texas this 8th day of April, 1955


John H. Winters
Executive Director
State Department of Public Welfare
State of Texas

Approved this 29th day of April, 1955

The Secretary of Health, Education, and Welfare


By: Ewell T. Bartlett, Assistant Director
Bureau of Old Age and Survivors Insurance



PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.

CITY OF LA MARQUE, TX

Proposal for PARS Alternate Retirement System (ARS)

August 14, 2018

ARS PROGRAM TEAM



Trust Administrator & Consultant

- Recordkeeping/sub-trust accounting
- Actuarial coordination
- Monitor contributions/process disbursements
- Monitor plan compliance
- Ongoing client liaison

Trustee

- Safeguard plan assets
- Oversight protection
- Plan fiduciary
- Custodian of assets

Investment Manager

- Investment sub-advisor to U.S. Bank
- Open architecture
- Investment strategy and asset allocation development
- Investment policy assistance

Corporate Experience

34 years (1984 – 2018)

155 years (1863 – 2018)

99 years (1919 – 2018)

Plans Under Administration

1,600+ plans, 850+ public agencies, 400,000+ participants

Dollars under Administration

Over \$3.0 billion

Over \$4 trillion

Over \$13.8 billion
under management

PARS TEXAS CLIENTS

UPDATED: AUGUST 2018

CITIES & TOWNS

City of Allen, TX
City of Bryan, TX
City of College Station, TX
City of Conroe, TX
City of Coppell, TX
City of Duncanville, TX
City of Euless, TX
City of Fort Worth, TX

City of Garland, TX
City of Grand Prairie, TX
City of Grapevine, TX
City of Haltom City, TX
City of Hurst, TX
City of Irving, TX
City of Krum, TX
City of La Porte, TX

City of Longview, TX
City of Mansfield, TX
City of Mesquite, TX
City of North Richland Hills, TX
City of Odessa, TX
City of Port Arthur, TX
City of Richardson, TX
City of Rowlett, TX

City of San Angelo, TX
City of San Marcos, TX
City of Southlake, TX
City of Tyler, TX
City of Watauga, TX

EDUCATION DISTRICTS

Aldine Independent School District, TX
Clear Creek Independent School District, TX
Dallas Independent School District, TX
Dayton Independent School District, TX
Grapevine-Colleyville ISD, TX
Hays Consolidated ISD, TX
Katy Independent School District, TX
Keller Independent School District, TX
Port Neches-Groves ISD, TX
Alvin Community College District, TX
Clarendon College, TX
Hill Junior College District, TX
Lone Star College System, TX
North Central Texas College, TX
Victoria College, TX
Harris County Department of Education, TX

COUNTIES

County of Dallas, TX
County of Harrison, TX

SPECIAL DISTRICTS

Tarrant Regional Water District, TX

PARS ALTERNATE RETIREMENT SYSTEM (ARS)

- The PARS Alternate Retirement System (ARS) is an Alternative to Social Security plan for Part-Time, Seasonal, and Temporary (PST) Employees
- Complies with OBRA '90 (adopting federal legislation) and Internal Revenue Code Section 3121(b)(7)(F) requirements
- 457 tax-qualified defined contribution plan
- Contribution may be split between the Employee and the City as designated by Employer

(i.e. 6.2% Employee/1.3% Employer, 7.5% Employee/0.0% Employer)

- Reduces cost to City due to lower total contribution rate (7.5% minimum versus 12.4% with Social Security)
- Employee's benefit is the accumulated account balance at distribution
- Participants would no longer contribute to Social Security (would keep Credits already accrued), but would continue with Medicare

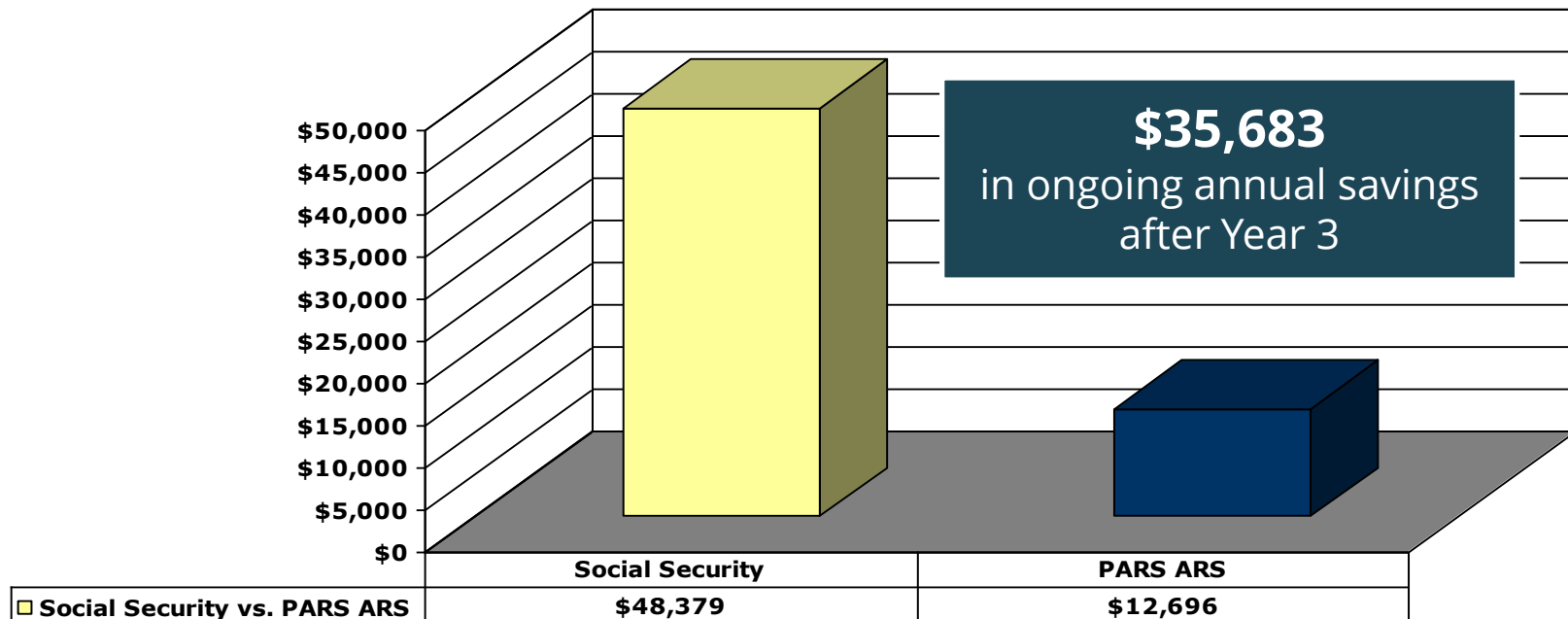
SCENARIO **A**

CONTRIBUTION SPLIT

Employee: **6.20%**

Employer: **1.30%**

First Year PARS ARS Savings over Social Security

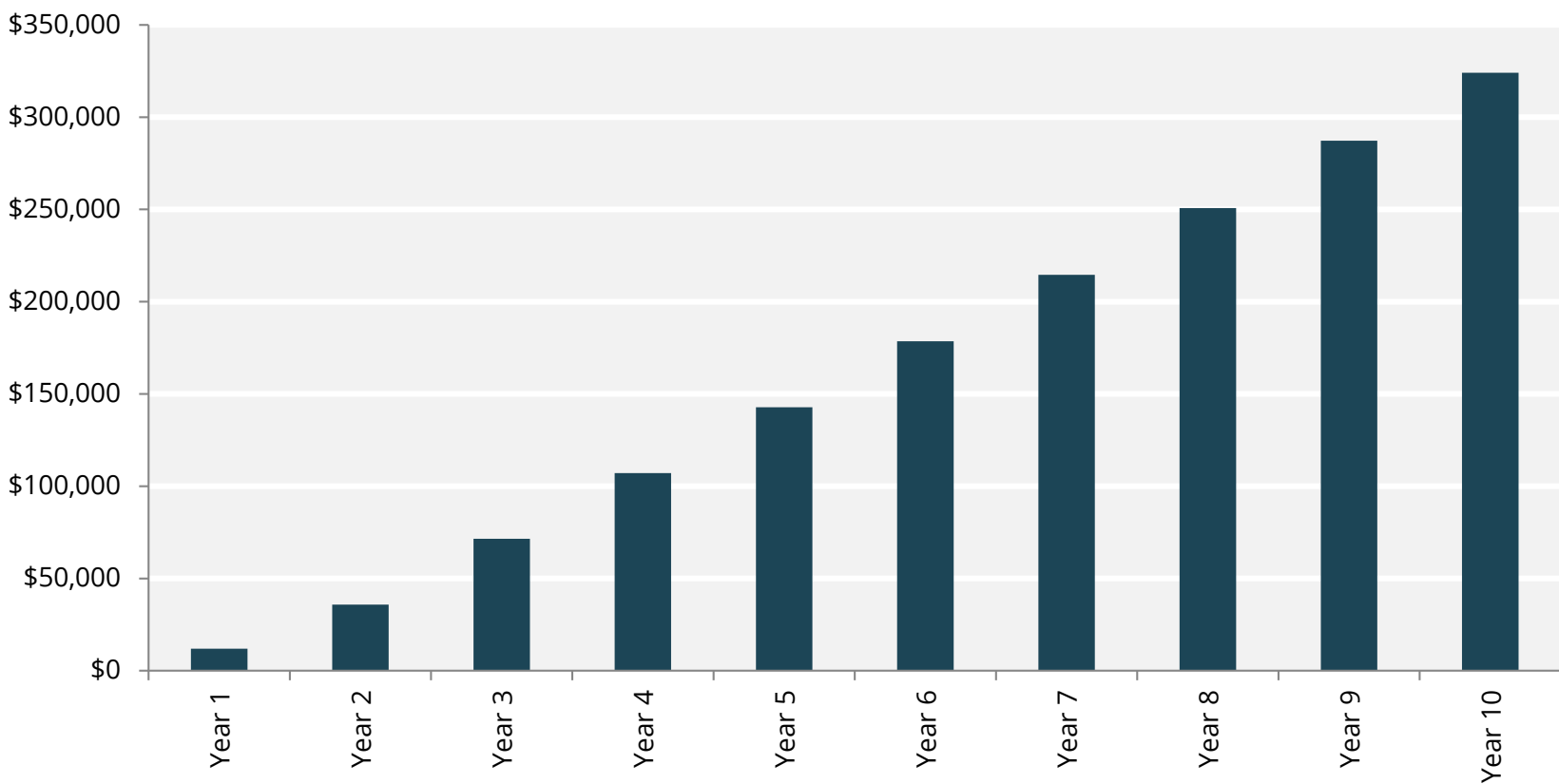


Assumptions	Contribution Split
27 PST Employees* \$750,000 annual payroll	Employee Contribution: 6.20% Employer Contribution: 1.30%

*9 employees in Year 1 (\$250,000 payroll), 18 employees in Year 2 (\$500,000 payroll), 27 employees in Year 3 (\$750,000 payroll);
*Expenses paid by Agency

CUMULATIVE SAVINGS OVER SOCIAL SECURITY

A



1-Year Savings	5-Year Savings	10-Year Savings
\$11,950	\$142,807	\$324,096

BENEFITS TO EMPLOYEES

A

Assumptions	Contribution Split
27 PST Employees* \$750,000 annual payroll	Employee Contribution: 6.20% Employer Contribution: 1.30%

	PARS-ARS	SOCIAL SECURITY
GROSS INCOME	\$27,778	\$27,778
LESS PARS @ 6.20%	\$1,722	
TAXABLE INCOME	\$26,056	\$27,778
LESS TAXES @ 20%	\$5,211	\$5,556
LESS SOCIAL SECURITY @ 6.20%		\$1,722
NET INCOME	\$20,845	\$20,500
ADDITIONAL TAKE-HOME PAY	\$345	

*9 employees in Year 1 (\$250,000 payroll), 18 employees in Year 2 (\$500,000 payroll), 27 employees in Year 3 (\$750,000 payroll);

*Expenses paid by Agency

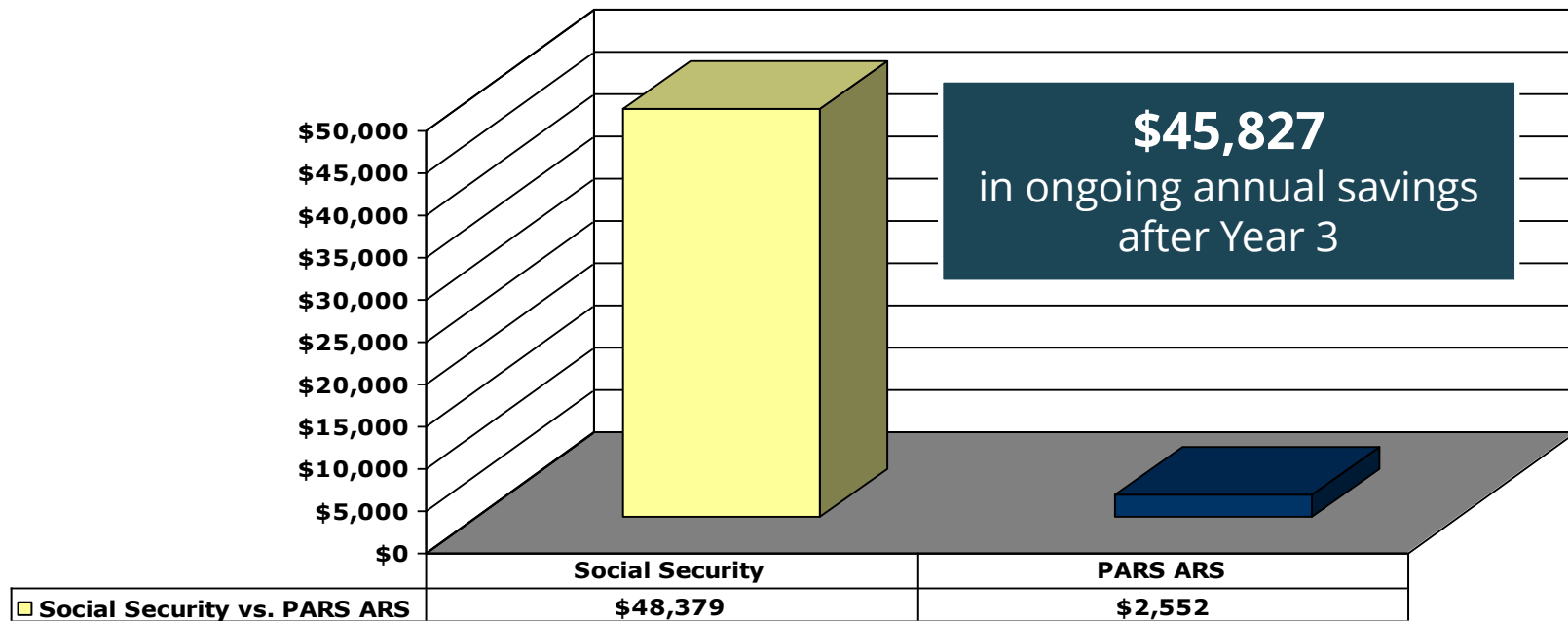
SCENARIO **B**

CONTRIBUTION SPLIT

Employee: **7.50%**

Employer: **0.00%**

First Year PARS ARS Savings over Social Security

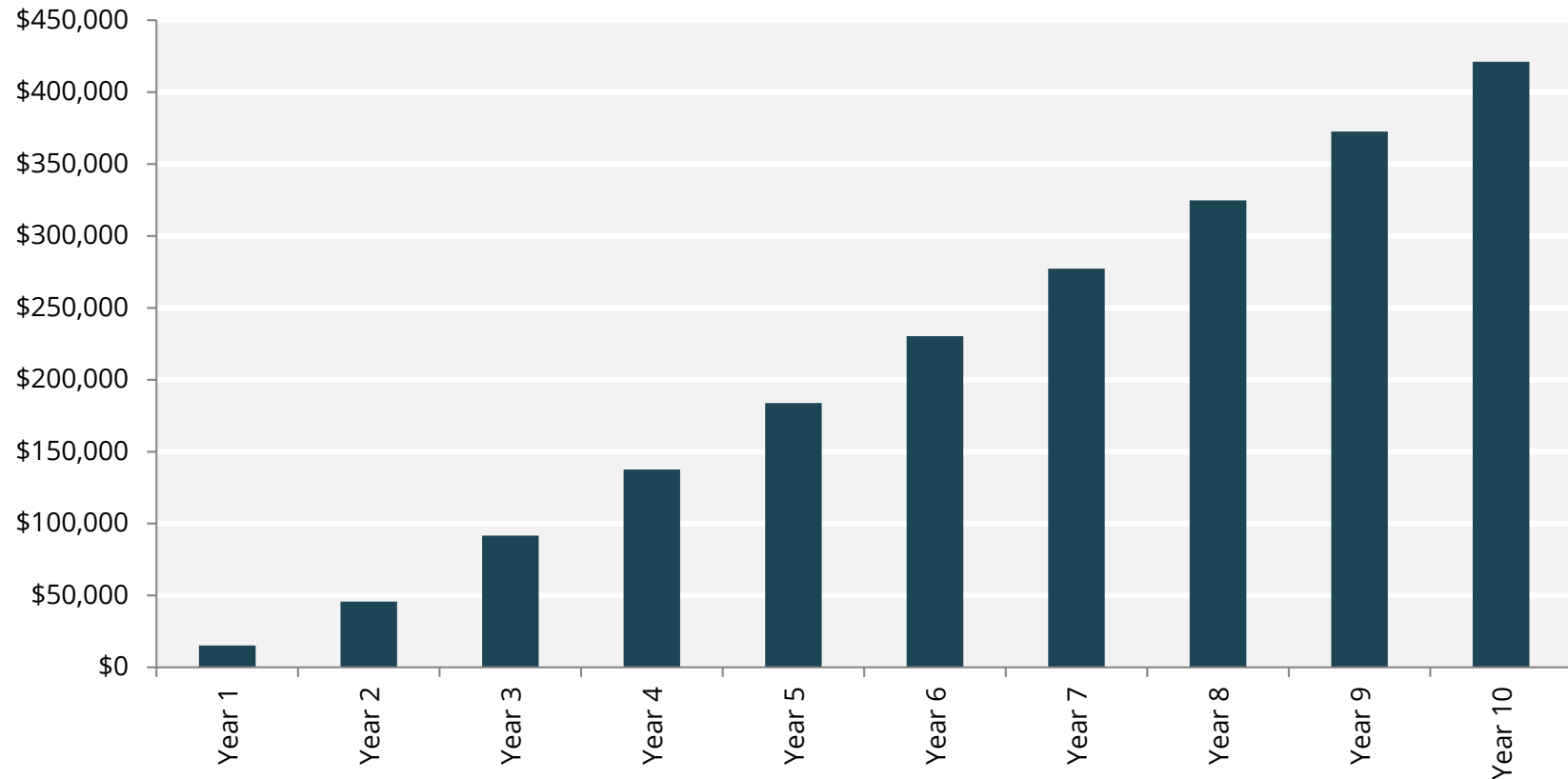


Assumptions	Contribution Split
27 PST Employees* \$750,000 annual payroll	Employee Contribution: 7.50% Employer Contribution: 0.00%

*9 employees in Year 1 (\$250,000 payroll), 18 employees in Year 2 (\$500,000 payroll), 27 employees in Year 3 (\$750,000 payroll);
*Expenses paid by Agency

CUMULATIVE SAVINGS OVER SOCIAL SECURITY

B



1-Year Savings	5-Year Savings	10-Year Savings
\$15,284	\$183,815	\$421,124

BENEFITS TO EMPLOYEES

B

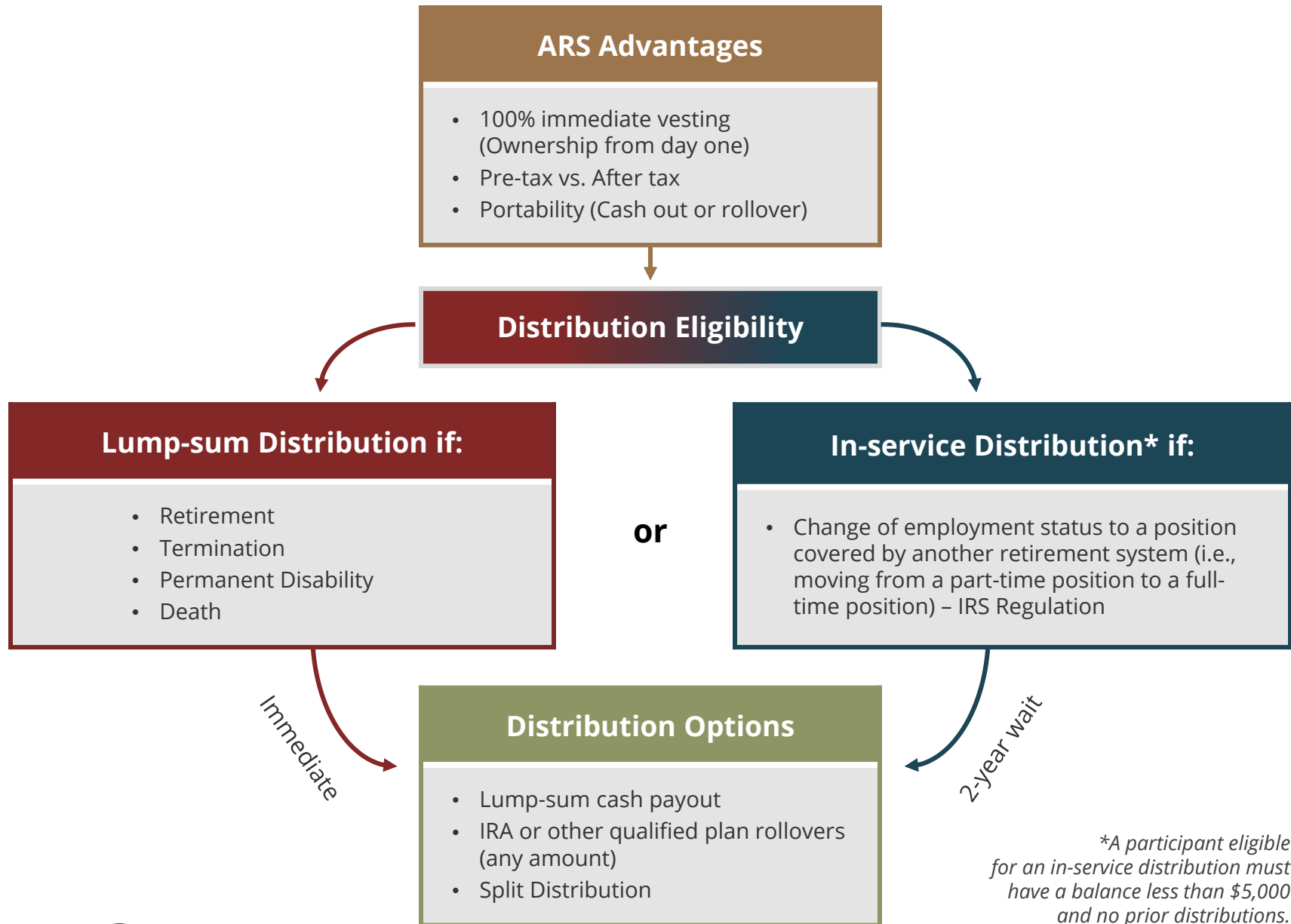
Assumptions	Contribution Split
27 PST Employees* \$750,000 annual payroll	Employee Contribution: 7.50% Employer Contribution: 0.00%

	PARS-ARS	SOCIAL SECURITY
GROSS INCOME	\$27,778	\$27,778
LESS PARS @ 7.50%	\$2,083	
TAXABLE INCOME	\$25,695	\$27,778
LESS TAXES @ 20%	\$5,139	\$5,556
LESS SOCIAL SECURITY @ 6.20%		\$1,722
NET INCOME	\$20,556	\$20,500
ADDITIONAL TAKE-HOME PAY	\$56	

*9 employees in Year 1 (\$250,000 payroll), 18 employees in Year 2 (\$500,000 payroll), 27 employees in Year 3 (\$750,000 payroll);

*Expenses paid by Agency

BENEFITS TO EMPLOYEES



BENEFITS TO EMPLOYEES

1

Prompt Monthly Distributions

Processed within 60 days of PARS' receipt of completed request form; completed requests are currently processed on an average of 23 days

2

Toll-free Number For Participants And Agency Personnel

- Serviced by specialists knowledgeable of the Agency's specific plan

3

Group Orientation Meetings/Benefit & Wellness Fairs

- Orientation meeting(s) can be held for Plan Participants and Agency Personnel as necessary
- PARS can attend Wellness/Benefit Fairs

4

Participant Account Statements

- Annual statements sent directly to the Participant
- Available anytime upon request by the Participant

EASE OF AGENCY ADMINISTRATION

“TURN-KEY” ADMINISTRATION

PARS provides ongoing “Turn-Key” administration to minimize burden to Agency staff:

- Handles all Agency/Participant inquiries
- Performs account valuations and produces statements and reports
- Conducts all required state and federal reporting

SIMPLE ONGOING ADMINISTRATIVE ROLE

- Send contributions to the Trustee
- Send payroll contribution report to PARS
- Notify PARS of employees eligible for a distribution

FLEXIBLE INVESTMENT OPTIONS

- Portfolios managed by HighMark Capital Management, subadvisor to Trustee, U.S. Bank.
- PARS can coordinate a meeting with a HighMark Portfolio Manager at any time.
- The Agency has total Investment Flexibility and can utilize any investment deemed prudent by the Trustee for retirement plan purposes, including:

Money Market Fund

- U.S. Treasury Fund
- U.S. Government Fund

Fixed Income

- Morley Stable Value Fund
- Short-to-Intermediate Term Fixed Income Portfolio

Diversified Portfolios

- Conservative Strategy
(Currently 15% equity, 80% fixed and 5% cash)
- Moderately Conservative Strategy
(Currently 30% equity, 65% fixed and 5% cash)
- Moderate Strategy
(Currently 50% equity, 45% fixed and 5% cash)
- Balanced Strategy
(Currently 60% equity, 35% fixed and 5% cash)
- Capital Appreciation Strategy
(Currently 75% equity, 20% fixed and 5% cash)

PARS SERVICE

- PARS performs all administrative services and does not outsource functions (other than Trustee and Investment Services)
- Annual Review of plan is held onsite or by conference call. We can also conduct orientations for staff and/or participants upon request which include benefit fairs.
- Provides Agency with monthly and annual reports on plan activity (including full disclosure of fees and returns) and other reports to aid in the administration of the plan (i.e., Non-Contributing Participant Report that identifies terminated employees)

PROGRAM FEES

Trust Administration Fees*



Ongoing Fees:	
2.00%	for assets \$0-0.5 million
1.50%	for assets \$0.5-2.5 million
1.25%	for assets \$2.5-5.0 million
1.00%	for assets \$5.0-10.0 million
0.75%	for assets over \$10 million

Distribution Fee:
\$20.00
(paid by participant at distribution)

Discretionary Trustee Fees



- 0.12% of contributions for “Discretionary Trustee” arrangement
- Asset Management Fee may apply depending on the type of investment selected

**Monthly Trust Administrator Fee is subject to a monthly minimum of \$300.00.
Rates are prorated and paid monthly as follows: Annual rate divided by 12 and multiplied by end of the month balance*

CONTACTS

DION PAPAFOTE

Senior Manager, Texas



dpapafote@pars.org



(512) 415-6874

DON PASCHAL

Senior Municipal Consultant



dpaschal@pars.org



(214) 726-6559

Savings Analysis

Senario 1: Part Time employees contributing to Social Security

	Hourly Rate	999 hours/year	Employee Social Security	City Social Security	Employee Income Tax @ 20%	Employee Net
1	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
2	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
3	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
4	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
5	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
6	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
7	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
8	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
9	22.00	21,978.00	1,362.64	1,362.64	4,395.60	16,219.76
10	15.00	14,985.00	929.07	929.07	2,997.00	11,058.93
11	15.00	14,985.00	929.07	929.07	2,997.00	11,058.93
			14,121.86			

Senario 2: Part Time employees contributing to Alternate Retirement System

	Hourly Rat	999 hours/year	Employee PARS Contribution	City Contribution	Employee Income Tax @ 20%	Employee Net
1	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
2	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
3	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
4	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
5	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
6	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
7	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
8	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
9	22.00	21,978.00	1,362.64	285.71	4,123.07	16,492.29
10	15.00	14,985.00	929.07	194.81	2,811.19	11,244.74
11	15.00	14,985.00	929.07	194.81	2,811.19	11,244.74
			2,961.04			

Estimated City's saving: \$ 11,160.83

Employee additional take home pay: \$ 272.53

Estimated administrative cost \$ 3,600.00



CITY COUNCIL AGENDA FORM

Meeting Date: February 11, 2019

Prepared by: Deck Shaver

Department: Public Works

Agenda item: 11a

Reviewed by: Charlene Warren

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the award of bid for construction of CDBG Waterline 2018-2019, LJA Engineering Project No. E019-1001, to JTM Construction, LLC in the amount of \$792,780.00.

☒

ATTACHMENTS FOR REFERENCE

1. Letter of Recommendation for Award from LJA Engineering, including Bid Tabulation
2. Maps of area delineating lines of repair/replacement

STAFF BRIEFING:

- The project will consist of water system upgrades in neighborhoods including Wisteria, Honeysuckle, and Azalea Drives, and Colorado and Pecos Avenues.
- In all, project will replace over 9,300 linear feet of undersized, deteriorating water pipes with new eight-inch diameter water mains, fire hydrants, and valves. New water service connections to approximately 200 homes will be installed.
- Existing water mains in these project areas have been in a constant state of repair and are currently held together by a series of repair clamps over the pipe breaks which are never intended to be a permanent fix.
- A legal ad for bids was placed in the Galveston County Daily Newspaper that ran twice in a fifteen (15) day period.
- A notice was posted on the City of La Marque web site.
- Of responses received, 8 qualified bids were received.
- Please see the enclosed bid tabulation for bid results.
- Staff concurs with LJA Engineers and recommends awarding the bid in the amount of \$792,780.00 to JTM Construction, LLC as the lowest responsive, qualified bidder meeting project specifications.
- City Attorney and Finance Director have reviewed.

HISTORY:

11.13.2018 & 11.20.2018 - a legal ad for bids was placed in the Galveston County Daily Newspaper

11.28.2018 - Sixteen (16) Construction Contractors attended the mandatory Pre-Bid Conference at City Council Chambers.

12.5.2018 - bids were received and publicly opened at City Council Chambers

December 2018/January 2019 - engineering, legal, financial, and staff review of bid documents.



CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION: Contract documents require the contractor to begin construction within 60 days from award.

SIGNIFICANT ACTION DATES

12.12.2016 - City Council approved Resolution No. R-2016-0019, authorizing submittal of application for funding through the Community Development Block Grant (CDBG) program sponsored by the Texas Department of Agriculture

5.14.2018 - City Council accepted staff recommendation for Scenario 3 as the preferred option for expenditures of Waterline Rehabilitation Project Funds and provide further direction to City Manager

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	\$500,000
Actual Bid	\$792,780
Estimated Expenditure	\$792,780
Acct. Name(s)	CDBG grant project and utility infrastructure improvement
Line Item #	39-7100-22-00-TDAWTR & 47-7004-22-00-LEAKS
Other Funding	\$350,000 CDBG award

STAFF'S RECOMMENDATION: Motion to award of bid for construction of CDBG Waterline 2018-2019, LJA Engineering Project No. E019-1001, to JTM Construction, LLC in the amount of \$792,780.00.

FISCAL IMPACT: \$792,780.00 from CDBG grant project and Utility Infrastructure Improvement funds.

December 13, 2018

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

RE: Bid Tabulation and Recommendation of Award for Construction of
CDBG Waterline 2018-2019
LJA Project No. E019-1001

Mayor and City Council Members:

Bids for construction of the reference project were received on Wednesday, December 5, 2018, at 10:00 A.M. at the City Council Chambers located at 1109-B Bayou Road, La Marque, TX 77568 and subsequently read in public. Nine (9) contracting firms submitted bids, one was disqualified for the project. Mathematical errors were found but did not change the final results.

The bidders from low to high and the correct total amounts bid are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
JTM Construction LLC.	Rosenberg, TX	\$ 792,780.00
Reliance Construction Services, L.P.	Houston, TX	\$ 803,764.90
Texas Pride Utilities, LLC.	Houston, TX	\$ 868,185.00
A Absolute Plumbing, Inc.	Angleton, TX	\$ 875,848.75
Scohil Construction Services, LLC	Cypress, TX	\$ 905,357.50
Reddico Construction Company, Inc.	Conroe, TX	\$1,087,578.75
G&A Boring Direccional	Houston, TX	\$1,054,472.50
Resicom, Inc.	Bellaire, TX	\$1,269,254.25
Diffco LLC	Cypress, TX	Disqualified

Mayor and City Council Members
City of La Marque
December 13, 2018
Page 2

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

Our investigation of JTM Construction, LLC, included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding a contract to the low bidder, JTM Construction, LLC. The total amount bid by the low bidder was \$792,780.00 and is within available funds.

If you have any questions or need additional information, please contact me at 281-627-2633.

Sincerely,



Les Dodson
Construction Manager

Attachment

Copy: Mark E. Havran, P.E., LJA
Construction File 16.6

Bid Tabulation For:

**Construction of CDBG Waterline 2018-2019
To Serve the City of La Marque**

Bid Opening Date: Wednesday, December 5, 2018 @ 10:00 AM

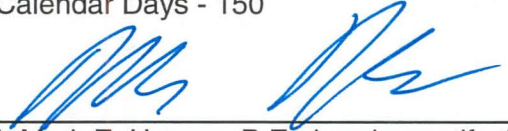
Bid Opening Location: City Council Chambers
1109-B Bayou Road
La Marque, TX 77568

Tabulation By: Sira Garcia
Tabulation Date: 12/6/2018
LJA Project No. E019-1001

Bidder's Name: Total Bid Amount for Base Bid, Supplementary Bid, and Alternate Items:

1) JTM Construction	\$792,780.00
2) Reliance Construction	\$803,764.90
3) Texas Pride Utilities	\$868,185.00
4) A Absolute Plumbing, Inc.	* \$875,848.75
5) Scohil Construction	\$905,357.50
6) Reddico Construction	\$1,087,578.75
7) G&A Boring Directional	* \$1,054,472.50
8) Resicom, Inc.	* \$1,269,254.25
9) Diffco Construction	Disqualified - Addendum Not Recognized

Calendar Days - 150


I, Mark E. Havran, P.E., hereby certify these bid tabulations to be true and correct.



*Mathematical Error

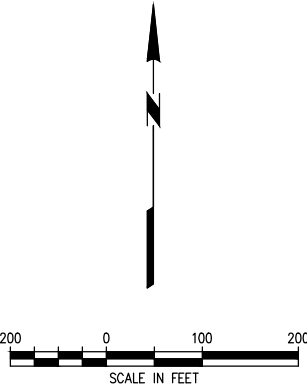
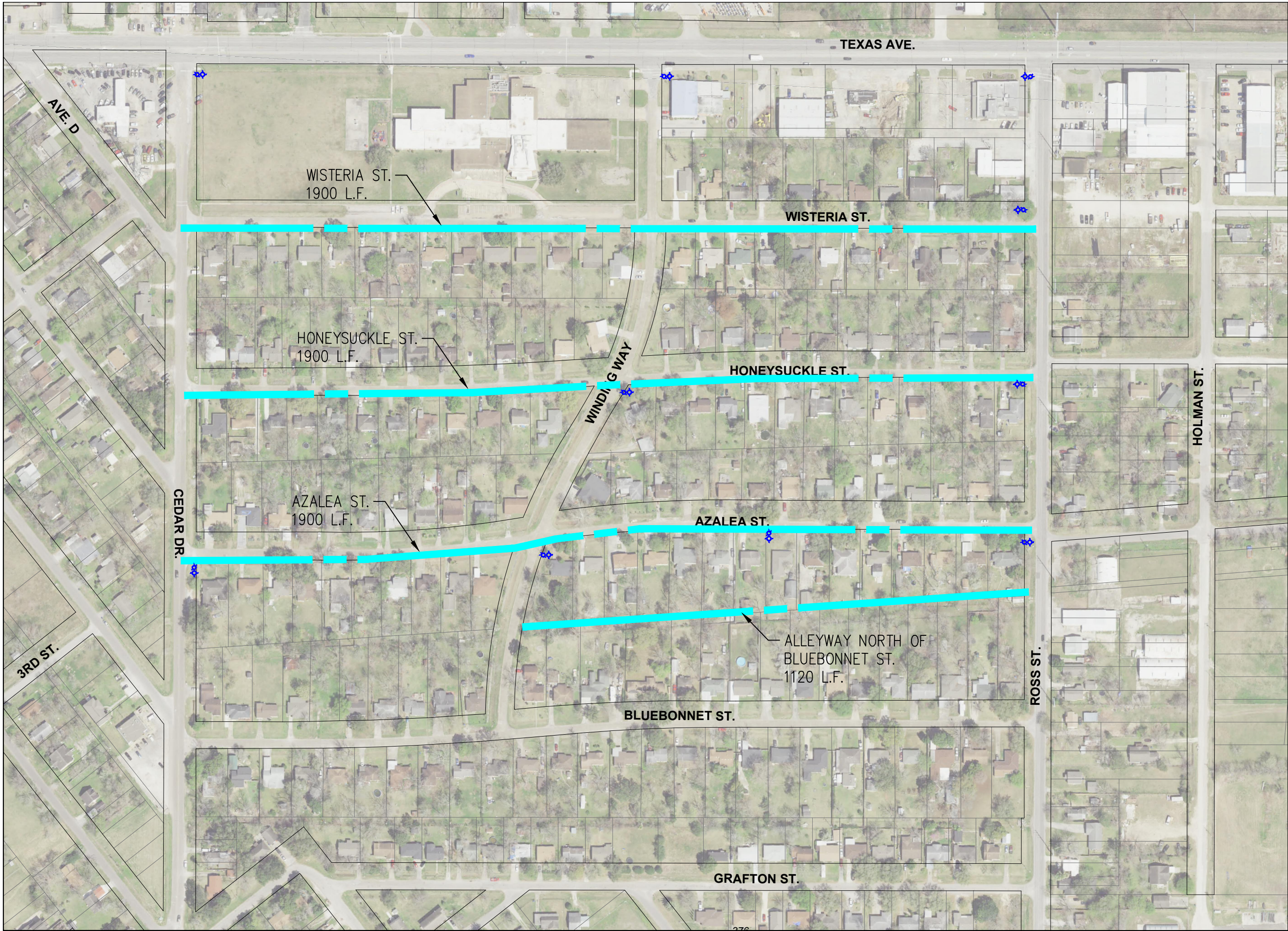
Bid Tabulation - Bid Opening, Wednesday, December 5, 2018 @ 10:00 AM CLIENT: City of La Marque CDBG Waterline 2018-2019 LJA Project No.: E019-1001 FRN F-1386				JTM Construction 2709 Coltonwood School Rd. Rosenberg, TX 77471 Jelt Beetz 281-239-0374 jtmconstruction@comcast.net		Reliance Construction 4302 Alameda-Genoa Rd Houston, TX 77048 H.S. Sidhu 713-991-6685 sidhu@relianceconstructionservices.net		Texas Pride Utilities 725 Carby Rd Houston, TX 77037 Luis Guerra 832-607-0707 lgtexaspride@yahoo.com		A Absolute Plumbing, Inc. 16195 S HWY 288 B Angleton, TX 77515 Monique Gordin 713-236-0600 monique@aaptxinc.com		Scohil Construction 18534 Mueschke Rd Cypress, TX 77433 George Scoular 281-955-8375 lucy@scohil.com		Reddico Construction 10083 Airport Road Conroe, TX 77303 J. Ryan Redd 936-441-9500 rredd@reddico.com		G&A Boring Directional 10414 Peach St Houston, TX 77093 Guadalupe Gonzales 281-974-4776 pmga1@gadirectionalboring.com		Resicom, Inc. 5909 West Loop South Ste. 560 Bellaire, TX 77401 Ike Anya 713-666-7775 ike@resicominc.com		Diffco Construction- NA Disqualified Addendum Not Recognized	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS: WISTERIA DR, HONEYSUCKLE DR, AZALEA DR & ALLEY																				
1	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	1,830	LF	\$55.00	\$100,650.00	\$39.55	\$72,376.50	\$38.00	\$69,540.00	\$39.00	\$71,370.00	\$93.00	\$170,190.00	\$49.00	\$89,670.00	\$40.00	\$73,200.00	\$60.90	\$111,447.00		\$0.00
2	8-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	5,765	LF	\$27.00	\$155,655.00	\$39.55	\$228,005.75	\$40.00	\$230,600.00	\$39.00	\$224,835.00	\$43.00	\$247,895.00	\$63.00	\$363,195.00	\$44.00	\$253,660.00	\$40.00	\$230,600.00		\$0.00
3	2-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	20	LF	\$38.00	\$760.00	\$40.00	\$800.00	\$100.00	\$2,000.00	\$25.00	\$500.00	\$30.00	\$600.00	\$27.00	\$540.00	\$20.00	\$400.00	\$25.00	\$500.00		\$0.00
4	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	23	EA	\$1,220.00	\$28,060.00	\$1,115.00	\$25,645.00	\$1,800.00	\$41,400.00	\$1,600.00	\$36,800.00	\$1,125.00	\$25,875.00	\$1,200.00	\$27,600.00	\$1,600.00	\$36,800.00	\$1,275.00	\$29,325.00		\$0.00
5	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	15	EA	\$4,400.00	\$66,000.00	\$3,788.00	\$56,820.00	\$3,400.00	\$51,000.00	\$4,200.00	\$63,000.00	\$3,650.00	\$54,750.00	\$4,000.00	\$60,000.00	\$3,700.00	\$55,500.00	\$4,000.00	\$60,000.00		\$0.00
6	Extra Depth Bury for Fire Hydrant, Complete in Place	30	VF	\$137.00	\$4,110.00	\$75.00	\$2,250.00	\$100.00	\$3,000.00	\$250.00	\$7,500.00	\$120.00	\$3,600.00	\$140.00	\$4,200.00	\$50.00	\$1,500.00	\$275.00	\$8,250.00		\$0.00
7	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	1	EA	\$436.00	\$436.00	\$25.00	\$25.00	\$500.00	\$500.00	\$200.00	\$200.00	\$100.00	\$100.00	\$150.00	\$150.00	\$500.00	\$500.00	\$200.00	\$200.00		\$0.00
8	Cut and Plug Existing Waterline (Open Cut & Backfill), Complete in Place	20	EA	\$453.00	\$9,060.00	\$1,173.00	\$23,460.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00	\$300.00	\$6,000.00	\$600.00	\$12,000.00	\$2,500.00	\$50,000.00	\$1,400.00	\$28,000.00		\$0.00
9	Close Existing Valve, Remove Box, Plug Valve Operator (Open Cut & Backfill), Complete in Place	8	EA	\$132.00	\$1,056.00	\$100.00	\$800.00	\$500.00	\$4,000.00	\$50.00	\$400.00	\$200.00	\$1,600.00	\$70.00	\$560.00	\$500.00	\$4,000.00	\$200.00	\$1,600.00		\$0.00
10	8" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	\$4,716.00	\$4,716.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$6,200.00	\$6,200.00	\$4,500.00	\$4,500.00	\$4,400.00	\$4,400.00		\$0.00
11	2-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$624.00	\$624.00	\$1,138.00	\$1,138.00	\$500.00	\$500.00	\$200.00	\$200.00	\$250.00	\$250.00	\$275.00	\$275.00	\$1,000.00	\$1,000.00	\$687.00	\$687.00		\$0.00
12	4-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	6	EA	\$939.00	\$5,634.00	\$1,174.00	\$7,044.00	\$500.00	\$3,000.00	\$300.00	\$1,800.00	\$350.00	\$2,100.00	\$490.00	\$2,940.00	\$1,500.00	\$9,000.00	\$1,200.00	\$7,200.00		\$0.00
13	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	14	EA	\$1,382.00	\$19,348.00	\$1,174.00	\$16,436.00	\$500.00	\$7,000.00	\$1,000.00	\$14,000.00	\$1,100.00	\$15,400.00	\$600.00	\$8,400.00	\$1,100.00	\$15,400.00	\$1,400.00	\$19,600.00		\$0.00
14	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	2	EA	\$943.00	\$1,886.00	\$1,752.00	\$3,504.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$650.00	\$1,300.00	\$1,400.00	\$2,800.00	\$1,600.00	\$3,200.00		\$0.00
15	Trench Safety System, Complete in Place	1,830	LF	\$1.00	\$1,830.00	\$0.01	\$18.30	\$1.00	\$1,830.00	\$0.01	\$18.30	\$0.10	\$183.00	\$0.05	\$91.50	\$1.50	\$2,745.00	\$0.05	\$91.50		\$0.00
16	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	92	EA	\$450.00	\$41,400.00	\$427.00	\$39,284.00	\$350.00	\$32,200.00	\$500.00	\$46,000.00	\$325.00	\$29,900.00	\$500.00	\$46,000.00	\$800.00	\$73,600.00	\$600.00	\$55,200.00		\$0.00
17	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	78	EA	\$786.00	\$61,308.00	\$666.00	\$51,948.00	\$500.00	\$39,000.00	\$700.00	\$54,600.00	\$425.00	\$33,150.00	\$1,200.00	\$93,600.00	\$1,000.00	\$78,000.00	\$800.00	\$62,400.00		\$0.00
18	Remove and Relocate Existing Water Meter and Box, Complete in Place	154	EA	\$124.00	\$19,096.00	\$1.00	\$154.00	\$100.00	\$15,400.00	\$50.00	\$7,700.00	\$210.00	\$32,340.00	\$70.00	\$10,780.00	\$200.00	\$30,800.00	\$150.00	\$23,100.00		\$0.00
19	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, As Directed by Owner's Representative, Complete in Place	300	SY	\$29.00	\$8,700.00	\$50.00	\$15,000.00	\$48.00	\$14,400.00	\$50.00	\$15,000.00	\$54.00	\$16,200.00	\$100.00	\$30,000.00	\$80.00	\$24,000.00	\$135.00	\$40,500.00		\$0.00
20	Turf Establishment, Full Sodding, Complete in Place	1,490	SY	\$7.00	\$10,430.00	\$4.00	\$5,960.00	\$4.00	\$5,960.00	\$3.00	\$4,470.00	\$5.00	\$7,450.00	\$1.50	\$2,235.00	\$10.00	\$14,900.00	\$6.00	\$8,940.00		\$0.00

Bid Tabulation - Bid Opening, Wednesday, December 5, 2018 @ 10:00 AM CLIENT: City of La Marque CDBG Waterline 2018-2019 LJA Project No.: E019-1001 FRN F-1386				JTM Construction 2709 Coltonwood School Rd. Rosenberg, TX 77471 Jelt Beetz 281-239-0374 jtmconstruction@comcast.net		Reliance Construction 4302 Alameda-Genoa Rd Houston, TX 77048 H.S. Sidhu 713-991-6685 sidhu@relianceconstructionservices.net		Texas Pride Utilities 725 Carby Rd Houston, TX 77037 Luis Guerra 832-607-0707 lgtexaspride@yahoo.com		A Absolute Plumbing, Inc. 16195 S HWY 288 B Angleton, TX 77515 Monique Gordin 713-236-0600 monique@aaptxinc.com		Scohil Construction 18534 Mueschke Rd Cypress, TX 77433 George Scoular 281-955-8375 lucy@scohil.com		Reddico Construction 10083 Airport Road Conroe, TX 77303 J. Ryan Redd 936-441-9500 rredd@reddico.com		G&A Boring Directional 10414 Peach St Houston, TX 77093 Guadalupe Gonzales 281-974-4776 pmga1@gadirectionalboring.com		Resicom, Inc. 5909 West Loop South Ste. 560 Bellaire, TX 77401 Ike Anya 713-666-7775 ike@resicominc.com		Diffco Construction- NA Disqualified Addendum Not Recognized	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
21	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	\$3,000.00	\$3,000.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$1,800.00	\$1,800.00	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00	\$30,000.00	\$30,000.00		\$0.00
22	Project Sign, Complete in Place	1	LS	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00		\$0.00
23	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, And Removed, Complete in Place	9	EA	\$60.00	\$540.00	\$100.00	\$900.00	\$100.00	\$900.00	\$100.00	\$900.00	\$150.00	\$1,350.00	\$70.00	\$630.00	\$40.00	\$360.00	\$125.00	\$1,125.00		\$0.00
24	SWPPP, Reinforced Filter Fabric Barrier, Installed, Maintained, And Removed, Complete in Place	470	LF	\$1.60	\$752.00	\$1.50	\$705.00	\$2.00	\$940.00	\$5.00	\$2,350.00	\$1.00	\$470.00	\$3.00	\$1,410.00	\$2.00	\$940.00	\$3.00	\$1,410.00		\$0.00
SUB-TOTAL BASE BID ITEMS FOR WISTERIA DR, HONEYSUCKLE DR, AZALEA DR & ALLEY - ITEMS 1 - 24					\$545,951.00		\$558,373.55		\$542,670.00		\$579,643.30		\$658,303.00		\$768,076.50		\$736,605.00		\$728,875.50		\$0.00
BASE BID ITEMS: PECOS ST & COLORADO AVE																					
25	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	545	LF	\$47.00	\$25,615.00	\$38.11	\$20,769.95	\$38.00	\$20,710.00	\$39.00	\$21,255.00	\$43.00	\$23,435.00	\$41.00	\$22,345.00	\$40.00	\$21,800.00	\$60.90	\$33,190.50		\$0.00
26	8-Inch Waterline, Augered Construction (PVC, AWWA C-900, DR-18), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	1,245	LF	\$27.00	\$33,615.00	\$38.11	\$47,446.95	\$40.00	\$49,800.00	\$39.00	\$48,555.00	\$43.00	\$53,535.00	\$63.00	\$78,435.00	\$44.00	\$54,780.00	\$40.00	\$49,800.00		\$0.00
27	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	7	EA	\$1,220.00	\$8,540.00	\$1,115.00	\$7,805.00	\$1,800.00	\$12,600.00	\$1,600.00	\$11,200.00	\$1,050.00	\$7,350.00	\$1,000.00	\$7,000.00	\$1,600.00	\$11,200.00	\$1,275.00	\$8,925.00		\$0.00
28	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	4	EA	\$4,329.00	\$17,316.00	\$3,788.00	\$15,152.00	\$3,400.00	\$13,600.00	\$4,000.00	\$16,000.00	\$3,650.00	\$14,600.00	\$4,000.00	\$16,000.00	\$3,700.00	\$14,800.00	\$4,500.00	\$18,000.00		\$0.00
29	Extra Depth Bury for Fire Hydrant, Complete in Place	6	VF	\$137.00	\$822.00	\$75.00	\$450.00	\$100.00	\$600.00	\$250.00	\$1,500.00	\$120.00	\$720.00	\$140.00	\$840.00	\$50.00	\$300.00	\$275.00	\$1,650.00		\$0.00
30	Remove and Salvage Existing Fire Hydrant (Open cut & Backfill), Complete in Place	1	EA	\$436.00	\$436.00	\$25.00	\$25.00	\$500.00	\$500.00	\$200.00	\$200.00	\$100.00	\$100.00	\$150.00	\$150.00	\$500.00	\$500.00	\$200.00	\$200.00		\$0.00
31	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	4	EA	\$494.00	\$1,976.00	\$1,173.00	\$4,692.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$600.00	\$2,400.00	\$1,000.00	\$4,000.00	\$1,400.00	\$5,600.00		\$0.00
32	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place	2	EA	\$124.00	\$248.00	\$100.00	\$200.00	\$500.00	\$1,000.00	\$50.00	\$100.00	\$200.00	\$400.00	\$70.00	\$140.00	\$500.00	\$1,000.00	\$200.00	\$400.00		\$0.00
33	10" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	\$4,785.00	\$4,785.00	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$3,700.00	\$3,700.00	\$6,500.00	\$6,500.00	\$4,800.00	\$4,800.00	\$5,000.00	\$5,000.00		\$0.00
34	2-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	3	EA	\$624.00	\$1,872.00	\$1,138.00	\$3,414.00	\$500.00	\$1,500.00	\$200.00	\$600.00	\$250.00	\$750.00	\$275.00	\$825.00	\$1,000.00	\$3,000.00	\$687.00	\$2,061.00		\$0.00
35	Trench Safety System, Complete in Place	545	LF	\$1.00	\$545.00	\$0.01	\$5.45	\$1.00	\$545.00	\$0.01	\$5.45	\$0.10	\$54.50	\$0.05	\$27.25	\$1.50	\$817.50	\$0.05	\$27.25		\$0.00
36	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	22	EA	\$450.00	\$9,900.00	\$427.00	\$9,394.00	\$350.00	\$7,700.00	\$500.00	\$11,000.00	\$325.00	\$7,150.00	\$600.00	\$13,200.00	\$800.00	\$17,600.00	\$600.00	\$13,200.00		\$0.00
37	Construct New Polyethylene Tubing Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	6	EA	\$786.00	\$4,716.00	\$666.00	\$3,996.00	\$520.00	\$3,120.00	\$700.00	\$4,200.00	\$425.00	\$2,550.00	\$2,000.00	\$12,000.00	\$1,000.00	\$6,000.00	\$800.00	\$4,800.00		\$0.00
38	Construct New Polyethylene Tubing Service Connection (2-Inch), Short Side, Including Tap, Pipe, Valves, and Connection to Meter, Complete in Place	1	EA	\$1,233.00	\$1,233.00	\$1,951.00	\$1,951.00	\$350.00	\$350.00	\$800.00	\$800.00	\$800.00	\$800.00	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00		\$0.00
39	Turf Establishment, Full Sodding, Complete in Place	380	SY	\$7.00	\$2,660.00	\$4.00	\$1,520.00	\$4.00	\$1,520.00	\$3.00	\$1,140.00	\$5.00	\$1,900.00	\$6.00	\$2,280.00	\$10.00	\$3,800.00	\$6.00	\$2,280.00		\$0.00

Bid Tabulation - Bid Opening, Wednesday, December 5, 2018 @ 10:00 AM CLIENT: City of La Marque CDBG Waterline 2018-2019 LJA Project No.: E019-1001 FRN F-1386				JTM Construction 2709 Coltonwood School Rd. Rosenberg, TX 77471 Jelt Beetz 281-239-0374 itmconstruction@comcast.net		Reliance Construction 4302 Almeda-Genoa Rd Houston, TX 77048 H.S. Sidhu 713-991-6685 sidhu@relianceconstructionservices.net		Texas Pride Utilities 725 Carby Rd Houston, TX 77037 Luis Guerra 832-607-0707 lgtexaspride@yahoo.com		A Absolute Plumbing, Inc. 16195 S HWY 288 B Angleton, TX 77515 Monique Gordin 713-236-0600 monique@aaptxinc.com		Scohil Construction 18534 Mueschke Rd Cypress, TX 77433 George Scoular 281-955-8375 lucy@scohil.com		Reddico Construction 10083 Airport Road Conroe, TX 77303 J. Ryan Redd 936-441-9500 rredd@reddico.com		G&A Boring Directional 10414 Peach St Houston, TX 77093 Guadalupe Gonzales 281-974-4776 pmga1@gadirectionalboring.com		Resicom, Inc. 5909 West Loop South Ste. 560 Bellaire, TX 77401 Ike Anya 713-666-7775 ike@resicominc.com		Diffco Construction- NA Disqualified Addendum Not Recognized	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
40	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$500.00	\$500.00	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00	\$23,000.00	\$23,000.00		\$0.00
41	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, And Removed, Complete in Place	3	EA	\$60.00	\$180.00	\$100.00	\$300.00	\$100.00	\$300.00	\$100.00	\$300.00	\$150.00	\$450.00	\$70.00	\$210.00	\$40.00	\$120.00	\$125.00	\$375.00		\$0.00
SUB-TOTAL BASE BID ITEMS FOR PECOS ST & COLORADO AVE - ITEMS 25 - 41					\$115,459.00		\$121,721.35		\$124,845.00		\$132,855.45		\$119,194.50		\$166,752.25		\$148,017.50		\$169,908.75		\$0.00
SUPPLEMENTARY ITEMS																					
42	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	500	CY	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00		\$0.00
43	"Extra" Crushed Limestone Bedding, As Directed by Owner's Representative, Complete in Place	50	CY	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$75.00	\$3,750.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00		\$0.00
44	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by Owner's Representative, Complete in Place	100	TON	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00		\$0.00
45	"Extra" Class A Concrete, As Directed by Owner's Representative, Complete in Place	100	CY	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00		\$0.00
46	"Extra" Reinforcing Steel, As Directed by Owner's Representative, Complete in Place	2,500	LB	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00		\$0.00
47	Remove and Replace Existing Sign, As Directed by Owner's Representative, Complete in Place	1	EA	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$100.00	\$100.00	\$20.00	\$20.00	\$200.00	\$200.00	\$200.00	\$200.00	\$20.00	\$20.00		\$0.00
48	Concrete Surface Restoration, Per Detail, As Directed by Owner's Representative, Complete in Place	250	SY	\$80.00	\$20,000.00	\$80.00	\$20,000.00	\$80.00	\$20,000.00	\$100.00	\$25,000.00	\$80.00	\$20,000.00	\$80.00	\$20,000.00	\$80.00	\$20,000.00	\$80.00	\$20,000.00		\$0.00
49	4" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$5,300.00	\$5,300.00	\$3,500.00	\$3,500.00	\$6,675.00	\$6,675.00		\$0.00
50	6" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00		\$0.00
51	8" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$7,700.00	\$7,700.00	\$10,000.00	\$10,000.00	\$9,300.00	\$9,300.00		\$0.00
52	10" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$11,500.00	\$11,500.00	\$10,850.00	\$10,850.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$13,975.00	\$13,975.00		\$0.00
53	Turf Establishment, Hydromulch Seeding, As Directed by Owner's Representative, Complete in Place	1	AC	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		\$0.00
SUB-TOTAL SUPPLEMENTARY ITEMS - ITEMS 42 - 53					\$62,070.00		\$62,070.00		\$62,070.00		\$78,650.00		\$72,420.00		\$75,750.00		\$77,450.00		\$81,720.00		\$0.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	ALTERNATE BID ITEMS																				
54	House Service Connection from House to Meters, Including All Pipe, Fittings, Adapters, Augers, Pavement Repair, Shrubby Repair/Replacement, Salvage Existing Meter and Return to Owner, Complete in Place	154	EA	\$450.00	\$69,300.00	\$400.00	\$61,600.00	\$900.00	\$138,600.00	\$550.00	\$84,700.00	\$360.00	\$55,440.00	\$500.00	\$77,000.00	\$600.00	\$92,400.00	\$1,875.00	\$288,750.00		\$0.00
	SUB-TOTAL ALTERNATE ITEM - ITEM 54				\$69,300.00		\$61,600.00		\$138,600.00		\$84,700.00		\$55,440.00		\$77,000.00		\$92,400.00		\$288,750.00		\$0.00

SUMMARY OF BID										
BASE BID ITEMS FOR WISTERIA DR, HONEYSUCKLE DR. AZALEA DR & ALLEY	ITEMS 1 - 24	\$545,951.00	\$558,373.55	\$542,670.00	\$579,643.30	\$658,303.00	\$768,076.50	\$736,605.00	\$728,875.50	\$0.00
BASE BID ITEMS FOR PECOS ST & COLORADO AVE	ITEMS 25 - 41	\$115,459.00	\$121,721.35	\$124,845.00	\$132,855.45	\$119,194.50	\$166,752.25	\$148,017.50	\$169,908.75	\$0.00
SUPPLEMENTARY ITEMS	ITEMS 42 - 53	\$62,070.00	\$62,070.00	\$62,070.00	\$78,650.00	\$72,420.00	\$75,750.00	\$77,450.00	\$81,720.00	\$0.00
ALTERNATE ITEMS	ITEM 54	\$69,300.00	\$61,600.00	\$138,600.00	\$84,700.00	\$55,440.00	\$77,000.00	\$92,400.00	\$288,750.00	\$0.00
TOTAL BASE, SUPPLEMENTARY, AND ALTERNATE ITEMS	ITEMS 1 - 54	\$792,780.00	\$803,764.90	\$868,185.00	\$875,848.75	\$905,357.50	\$1,087,578.75	\$1,054,472.50	\$1,269,254.25	\$0.00



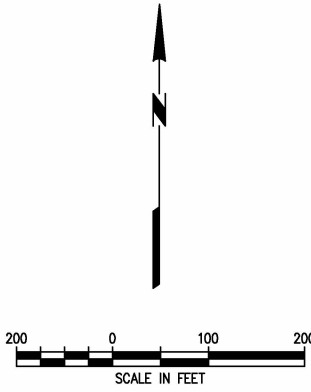
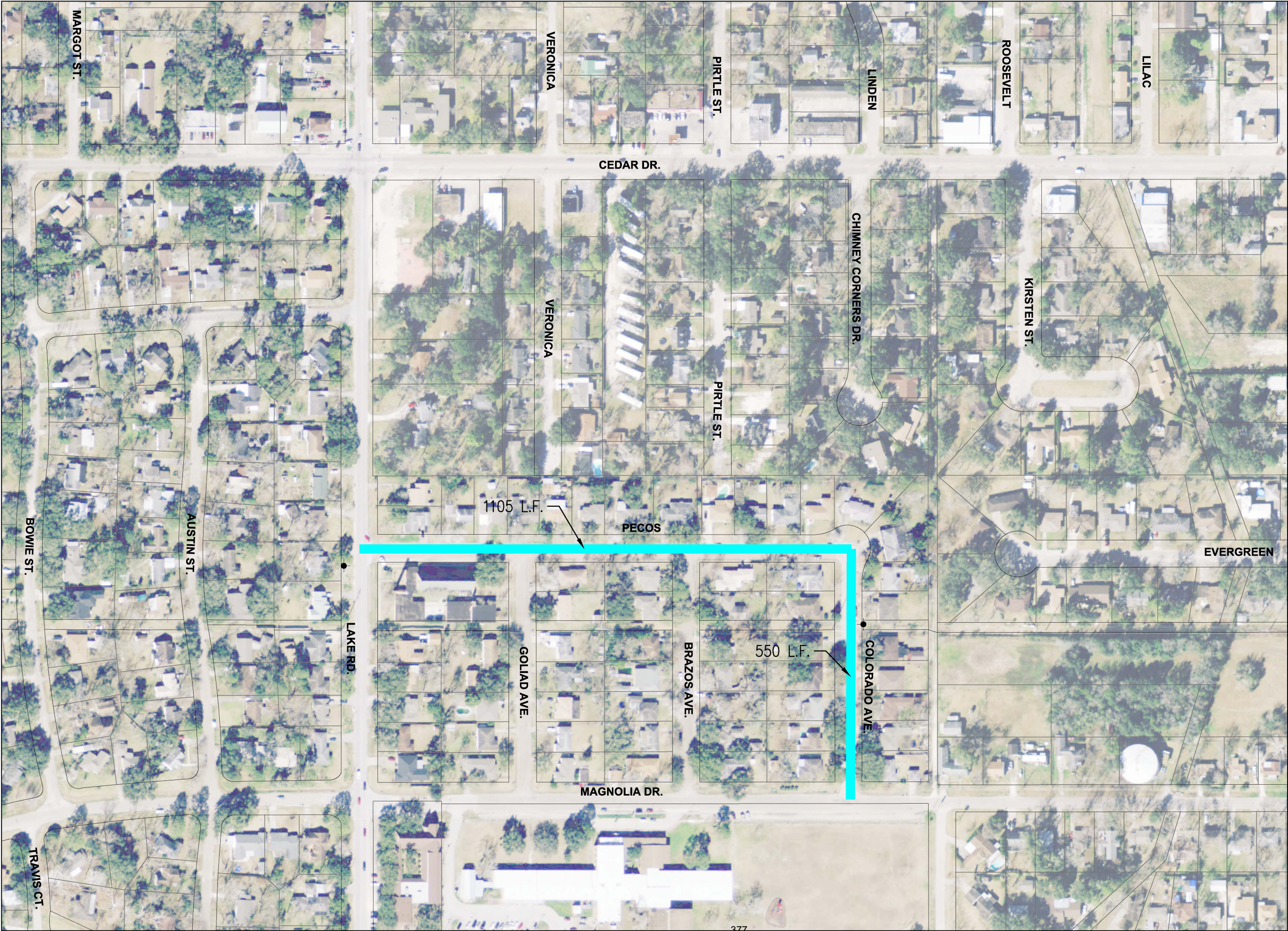
PROJECT LOCATION █

CITY OF LA MARQUE

PROPOSED WATERLINE
REHABILITATION

LJA Engineering, Inc.
11821 East Freeway
Suite 360
Houston, Texas 77029
Phone 713.450.1300
Fax 713.450.1385

SCALE: AS SHOWN JOB No. E019-1001 EXHIBIT No. 02



PROJECT LOCATION

CITY OF LA MARQUE

PROPOSED WATERLINE
REHABILITATION

LJA Engineering, Inc.
11821 East Freeway Suite 360
Houston, Texas 77029
Phone 713.450.1300
Fax 713.450.1385

SCALE: AS SHOWN JOB No. E019-1001 EXHIBIT No. 01