

**NOTICE OF LA MARQUE
CITY COUNCIL MEETING
BY TELEPHONE CONFERENCE**

In accordance with order of the Office of the Governor issued March 16, 2020, the La Marque City Council will conduct their meeting on **Monday, May 17, 2021 that begins at 6:00 PM by telephone and video conference** in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus/COVID-19. This Notice, the meeting agenda, and the agenda packet can be found online at:

<https://ci.la-marque.tx.us/AgendaCenter>

THERE WILL BE NO PUBLIC ACCESS TO CITY HALL DURING THE MEETING.

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Mayor during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 92493940502

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/92493940502>

Once you are on the website, you may need to enter the following:

Meeting ID: 924 9394 0502

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.



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

Mayor - Keith Bell

Vacant - District A

Councilmember Michael Carlson - District C

Mayor Pro-Tem Joe Compian - District B

Councilmember Casey Mc Auliffe - District D

**CITY OF LA MARQUE
CITY COUNCIL
WORKSHOP AGENDA
of
MAY 17, 2021**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Workshop via telephone/video conference hosted through Zoom as provided in the attached notice on Monday, May 17, 2021 beginning at 6:00 p.m. for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) 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 on a specific agenda item (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.

(4) UPDATES

- a. Update on internal procedures for speed bumps
- b. Update from consulting traffic engineer on traffic impact analysis for 4975 Gulf Freeway

(5) NEW BUSINESS

- a. Discussion relating to award of and authorization for City Manager to execute a contract with Crescent Electric to complete LMEDC project for streetscape improvements at Laurel & 1st Street - Executive Director Economic Development Corporation A. Getty

- b. Discussion relating to Consents for PID 1, Painted Meadows, Sections 3, 4, and 5- Executive Director of Economic Development Corporation A. Getty
- c. Discussion relating to adopting Ordinance No. O-2021-0010, establishing the method of calculation of the increment for TIRZ 2 as the “taxable value approach” pursuant to Section 311.012 of the Texas Tax Code - Finance Director S. Kou THIS IS THE FIRST READING
- d. Discussion relating to adopting Ordinance No. O-2021-0008, amending Chapter 71, “Zoning,” of the City Code of Ordinances by repealing the Thoroughfare Overlay Zoning District and adopting two new commercial zoning districts entitled (C-3) Corridor Commercial and (C-4) Interstate Commercial, and adopting zoning regulations applicable to these districts - Director of Legal and Development Services D. Purnell THIS IS THE FIRST READING
- e. Discussion relating to adopting Ordinance No. O-2021-0009, amending the City’s zoning map, master plan, and comprehensive plan by adopting an amended and updated official zoning map of the City of La Marque, to serve as the “Master Plan” pursuant to City Charter and “Official Zoning Map” pursuant to City Code Chapter 71, “Zoning” - Director of Legal and Development Services D. Purnell THIS IS THE FIRST READING
- f. Discussion relating to Discussion/possible action regarding designating the presiding Municipal Judge as recommended by the City Manager, subject to execution of a Contract for Professional Judicial Services (Presiding Judge); and authorizing the City Manager to negotiate and execute a contract with the person designated by Council as presiding Municipal Judge -

(6) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before May 14, 2021 before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: May 17, 2021

Prepared by: Alex Getty

Agenda item: 5a

Reviewed by: Charlene Warren

Charles Jackson

Department: EDC

AGENDA ITEM DESCRIPTION: Discussion relating to award of and authorization for City Manager to execute a contract with Crescent Electric to complete LMEDC project for streetscape improvements at Laurel & 1st Street

X

ATTACHMENTS FOR REFERENCE

1. Quote from Crescent Electric
2. Executed Minutes - 7/8/2019
3. Draft Minutes - 4/20/2021

STAFF BRIEFING:

- This project is in direct relation to the improvements being made under the Galveston County Bond street improvement program
- LMEDC has committed \$1,000,000 of revitalization funds to the bond project which increased the City's portion of the bond from roughly \$1.73 million to \$3.73 million due to a match opportunity
- City Engineer Dinh Ho has been involved throughout the process
- EDC Special Legal Counsel has reviewed
- Finance Director has been involved
- This step is to award the contract procured via HGAC BuyBoard to complete the work previously approved
- The goal is to start with this portion of the project as soon as County contractors finish their portion
- 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.

HISTORY:

- LMEDC received authorization from Council to move forward with this project on July 8, 2019

TARGET IMPLEMENTATION: Notice to proceed will be issued as soon as possible, subject to Council award of the contract

SIGNIFICANT ACTION DATES:

July 8, 2019 - Design and preliminary budget were presented and approved by City Council

April 20, 2021 - EDC Board unanimously approved the quote for streetscape improvements provided by Crescent Electric



CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:

Budgeted	
Actual Bid	590,000
Estimated Expenditure	750,000
Acct. Name(s)	Public Improvements
Line Item #	19-6001
Other Funding	EDC Cash Reserves

STAFF'S RECOMMENDATION: Recommend to approve award of and authorization for City Manager to execute a contract with Crescent Electric to complete LMEDC project for streetscape improvements at Laurel & 1st Street

FISCAL IMPACT: \$590,000

Date: 9/2/20

Customer: La Marque Economic Development

Location: 1st and Laurel

Thank you for the opportunity to quote the following scope of work: supply and install (19) Pole lights.

1. Install (15) pole bases for new poles per drawings.
2. Provide windstorm certificates on new poles.
3. Install (15) pole lights (pole layout per drawings).
4. Install (4) taller poles at intersection.
5. The conduit and irrigation pipe will be bored to prevent concrete cutting and repairs.
6. Lights next to the street will be fed from EDC building.
7. Install lines underground for power, irrigation, and irrigation controls.
8. Install irrigation for trees and grass per drawings (budget \$30,000).
9. Provide stop sign poles (\$3,800).
10. Provide pole bases for stop signs.

Paving

- Demo existing paving in paver location only
- Stabilize and add concrete for pavers area only per attached drawings.
- Paving letters would be full / or full and half pavers wide to fill the spaces (The objective would be to maximize the letter size while reducing small cuts and slivers)
- Pavers would be laid in a 90-degree herringbone pattern starting from the center of compass
- **Provide and install pavers** – 8 & 6 cm Keystone Hardscape Concrete Pavers, field - Parkway finish, no chamfered edge, ADA – standard river red sand set and colors per latest material schedule notes
- Leave-out depth to be **-4" for 8 cm / 3.5" for 6 cm**
- Pavers set on 1" sand bed and compacted, with sand swept joints, pavers washed – water access required
- Filter fabric at concrete edge restraint and over expansion joints
- Dispose of our own debris in dumpster onsite for the above scope of work only
- Safety program, Silica Dust Program – Wet cut in open area
- Extra material included for Attic stock will be left on site
- Polymeric Joint Sand - to reduce water penetration into sand bed and sand erosion over time
- Permitting by others
- Paver sealants, Color additives, expansion joints / sealants and or sand stabilizers other than proposed by others
- **Add Alternate for traffic control \$7,500.00**

This price is guaranteed for thirty days unless otherwise noted.

Quality Work by Qualified Workers

Qualifications:

Work to be performed during normal business hours.

Customer to locate all lines underground. Crescent not responsible for lines not located.

The price for this scope is \$590,000.00. Tax not included.

Thank you,

Grady Mack

Customer Authorization & Approval _____ Date _____

This price is guaranteed for thirty days unless otherwise noted.



**CITY OF LA MARQUE
REGULAR CITY COUNCIL
MINUTES
of
JULY 8, 2019**

Regular City Council Meeting Minutes of the City of La Marque City Council held on Monday, July 8, 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	Mayor
Keith Bell	Mayor Pro-Tem, Councilmember District A
Chris Lane	Councilmember, District B
Robert Michetich	Councilmember, District C
Casey Mc Auliffe	Councilwoman, District D

OTHER OFFICIALS PRESENT:

Charles "Tink" Jackson	City Manager
Robin Eldridge	City Clerk
Ellis Ortego	City Attorney

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend James Daniels led the invocation and the Pledge of Allegiance

(4) PRESENTATIONS/ PROCLAMATIONS/INTRODUCTIONS

- a. Introduction of new City Employee - Detective Gene Crow - La Marque Police Department
Police Chief Jackson introduced the new addition to the Police Department, Detective Gene Crow
- b. Employee Presentation - Mayor Hocking read a letter from a citizen praising the Public Works employee Joe Mose for his excellence in customer service by going and beyond his normal job functions to ensure the citizens are satisfied.

(5) **CITIZENS PARTICIPATION**

1. Reverend James Daniels, congratulated Mr. Joe Mose on his recognition and reiterated the sentiments of the citizen that wrote the letter. As a member of the Ministerial Alliance, said that he appreciates Police Chief Jackson in his outreach to the community. Then stated that he was in favor of the curfew ordinance. Some of the language may need to be addressed, but a curfew is needed.
2. Geraldine Sam thanked everyone that helped coordinate and worked on the preparation and helped with the Juneteenth celebration. "Everyone came together, Constable Rose, the Police Department, my team, the City Manager, Casey, Mac, Nakisha Paul, Tracie Steans, I can't name them all, everyone in the community. We just want to thank you all for making Juneteenth a wonderful event." It was mentioned that extra monies will be budgeted for the Juneteenth celebration for next year as well.
3. Douglas W. Hobgood also thanked the community and all that were involved with the Juneteenth celebration. He presented a "First Annual Banner for Juneteenth Celebration to the City."
4. Clarence Caldwell reported about people bringing in junk from other neighborhoods and occupying their home as a junkyard. Then he reported of a drainage issue in front of his neighbor's home. "This is something I have addressed when we had the other City Manager, but nothing has been done, you walk out there now, and you can smell the sewage. It's a health issue."

(6) **CONSENT AGENDA**

- a. City Council Regular Meeting Minutes of June 10, 2019
- b. Discussion/possible action regarding adopting Resolution No. R-2019-0014, to deny CenterPoint Energy Houston Electric, LLC's request to increase its electric transmission and distribution rates within the City

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

(7) **PUBLIC HEARING**

- a. Conduct Public Hearing to hear public input 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 **(PUBLIC HEARING HAS REMAINED OPENED SINCE JANUARY 14, 2019 COUNCIL MEETING)**

Mayor Hocking closed the regular meeting and opened the Public Hearing at 6:23 p.m.

No one spoke.

Mayor Hocking closed the Public Hearing at 6:24 p.m. concerning the Resolution (Trails at Woodhaven Lakes) and opened the other Public Hearings at 6:24 p.m.

- b. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2019-005, replacing Sec. 44-2; Curfew for Minors, Chapter 44, of the Code of Ordinances of the City of La Marque, Texas; and in its place adopting a new Sec. 44-2; establishing a curfew for any person under the age of seventeen years during certain hours
 1. Geraldine Sam spoke in favor of the curfew ordinance and suggested a “safe spot” to take the children to. “We have to do something to curtail the behavior that some of our children are exhibiting now days.”
 2. Edna Courville of Texas City spoke in favor of the curfew ordinance.
 3. Madeline Salazar - is organizing a youth leadership conference that will take place in the fall of 2020, at the College of the Mainland. She has over twenty-nine years of working with youth, and community engagement. She was a youth minister for thirteen years. Has lived in communities where a juvenile curfew is enforced and reported that some cases were challenged in court. “Our focus is to look at the demographics of the youth in the schools. Before we look at punitive action, I ask that you at least give some of the efforts that some in the community are doing, which is to establish the infrastructure in regard to the youth conference. Give them ideas and opportunities, “We really need to stop and think and use this technique to establish some solutions. I am not aware of any outreach, that there have been any meetings or meetings with parents, and I am open to speaking to share some other ideas and strategies to address some of those. I think we should stop and think of other options.”
 4. Clarence Caldwell spoke in favor of some type of curfew, because something really needs to be done. “It starts at home and with the community leaders, ministers, and preachers.”
 5. Matthew Daniels of Texas City was in favor of the curfew ordinance but does think that some of the language needs to be updated. “The community will be watching if these police officers decide to use this as a reason to harass our children.

Councilmember Mc Auliffe curfew agreed to have a curfew is a good thing. “My concern stemmed from the idea that by simply passing an ordinance, doesn’t make a community safer.” Further stated that she would want to see data and to be tracked to reflect on the effectiveness in the community.

Councilmember Michetich thanked everyone for getting involved and their support in the amending of this ordinance. Further said that curfew is a tool for

parents, and this proved a tool for the Police, not to arrest, but to stop ask questions and return children to their parents to keep them off the streets and safe at home.

- c. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2019-008, amending Chapter 68, Article V, Section 68-138 (b), of the Code of Ordinances of the City of La Marque, Texas; to adopt the revised Drought Contingency Plan completed by LJA Engineering

David Pennington questioned Section II- Public Involvement- “Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of scheduling a meeting to receive comments, input, notifying the public by notices in the local paper, postings at City Hall, and by utilizing the local radio stations.”

Notice of public hearing was published in the newspaper within ten days of the date of this meeting, as required by City Charter, and the posting of the entire agenda packet on the website, was within the required seventy-two hours. He then asked the audience if they knew about certain portions of the plan pertaining to allocations (rationing) of water per household if the need arise. (Level 6); and including surcharges.

Mr. Jackson stated that the guidelines in the plan are in compliance with the Gulf Coast Water Authority, which the city is required by law to adhere to.

It was further explained that the plan guidelines are region-wide and with growth and the need for water and drought issues is only going to continue to be a concern in the future.

Geraldine Sam asked if copies of the contingency plan could be placed in everyone’s water bills.

It was suggested that the basics of this plan be placed in an edition of “Inside La Marque” publication, with a link that will allow the entire view of the document an option, since the entire publication was very voluminous.

Mr. Jackson continued to explain that the public input portion that Mr. Pennington was referring to would not be as feasible as the involvement of the public as when preparing the Master Parks Plan since cities are required by TCEQ to include the requirements in their plans. Further discussion touched on water rates within the City.

- d. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2019-009, amending Article III, SPEED REGULATIONS of the Code of Ordinances of the City of La Marque, Texas Section 62-88, reducing the speed limit on the Northbound main lanes and Southbound main lanes of IH45 from 65 mph to 55 mph, and reducing the speed limit on the Northbound Frontage Road

and the Southbound Frontage Road from 50 mph to 45 mph, until the completion of the freeway expansion project by the Texas Department of Transportation

Geraldine Sam asked when the citizens would know about the changes of the speed limits and whether this area would become a speed trap.

It was explained that the speed limits would be posted and will be placed in an edition of "Inside La Marque" and are on a temporary basis only during the construction phase. The City has no control over the Texas Department of Transportation. It was said that enforcement efforts will lie on Galveston County Sheriffs' office and Texas Department of Public Safety, and that it was guaranteed that this would not become a speed trap.

- e. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2019-0010, approving a road right of way abandonment of a portion of a right of way road easement being a tract of land being a part of the road right of way on the East side of Super City Subdivision No. 2 (corrected), according to the map or plat thereof recorded in Volume 254, Page 60 in the Office of the County Clerk of Galveston County, Texas and part of the road right of way on the West side of the Daugherty Survey No. 4, out of the Marchand Subdivision in the Steven F. Austin League No. 4, according to the map or plat of Marchand Subdivision recorded in Volume 254-A, Page 50 in the Office of the County Clerk of Galveston County, Texas, (Walker Street) as recommended by the Planning and Zoning Commission.

No one spoke.

- f. Conduct Public Hearing to hear public input regarding adopting Ordinance No. O-2019-0011, amending Chapter 2, Administration, Article I, in general, of the Code of Ordinances of the City of La Marque, Texas, by adding a new section 2-9, establishing procedures for placing items on the agenda.

Geraldine Sam asked if there will be a time when citizens can place items on the agenda and was advised that citizens could get in touch with the City Manager, Mayor or to get in touch with their Councilperson to make a request.

Mayor closed the Public Hearing (s) and reconvened to the regular 7:12 p.m.

(8) OLD BUSINESS

- a. Discussion/possible action regarding adopting Ordinance No. O-2019-005, replacing Sec. 44-2; Curfew for Minors, Chapter 44, of the Code of Ordinances of the City of La Marque, Texas; and in its place adopting a new Sec. 44-2; establishing a curfew for any person under the age of seventeen years during certain hours **THIS IS THE SECOND AND FINAL READING**

**

Mayor Pro-Tem Bell made a motion to adopt Ordinance No. O-2019-005.

** Councilmember Lane seconded.

Mayor Pro -Tem Bell, "We have cleaned the language in the ordinance to direct the police department to view the children as assets and not liabilities, and that we are looking for our children to be protected and not prosecuted unless they have been found guilty of a crime. There is no way that we can quantify that this ordinance will make us safer. But we are looking for our police department to protect us and our children. We should demand and expect this of our Police Department." Further stated that he is in favor of the ordinance with the changes that have been made and the amendments to be made to it during this time.

Councilmember Mc Auliffe "I do have a few suggestions about things that will make me feel better about this, such as a specific time line attached to the public hearings each year as mentioned in the proposed ordinance. At those public hearings she would like to see certain data available: 1) the number of interactions with minors and the Police Department; 2) number of accidents involving minors; 3) number of crimes involving minors" She wanted to see an annual report in the caption of the ordinance. "I would like to see more specific training in the practice of de-escalation and with mental health crisis intervention. I want our police officers to be equipped with the best tools to ensure that they are safe as well as the children. An educational video like the first one that the Police Department created, with the production to begin within the next six months, with this information provided on the city's website on the La Marque Police Department page."

** Councilmember Mc Auliffe made the above amendment to the ordinance.

** Councilmember Michetich seconded.

** Mayor Pro-Tem Bell made a motion to adopt the amended Ordinance No. O-2019-005.

** Councilmember Lane seconded. MOTION CARRIED UNANIMOUSLY

- b. Discussion/possible action regarding adopting Ordinance No. O-2019-008, amending Chapter 68, Article V, Section 68-138 (b), of the Code of Ordinances of the City of La Marque, Texas; to adopt the revised Drought Contingency Plan completed by LJA Engineering THIS IS THE SECOND AND FINAL READING

** Councilmember Lane made a motion to adopt Ordinance No. O-2019-008 on the second and final reading.

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

- c. Discussion/possible action regarding adopting Ordinance No. O-2019-009, amending Article III, SPEED REGULATIONS of the Code of Ordinances of the City of La Marque, Texas Section 62-88, reducing the speed limit on the Northbound main lanes and Southbound main lanes of IH45 from 65 mph to 55 mph, and reducing the speed limit on the Northbound Frontage Road and the Southbound Frontage Road from 50 mph to 45 mph, until the completion of the freeway

expansion project by the Texas Department of Transportation **THIS IS THE SECOND AND FINAL READING**

- ** Councilwoman Mc Auliffe made a motion to adopt Ordinance No. O-2019-009 on the second and final reading.

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

- d. Discussion/possible action regarding adopting Ordinance No. **O-2019-0010**, approving a road right of way abandonment of a portion of a right of way road easement being a tract of land being a part of the road right of way on the East side of Super City Subdivision No. 2 (corrected), according to the map or plat thereof recorded in Volume 254, Page 60 in the Office of the County Clerk of Galveston County, Texas and part of the road right of way on the West side of the Daugherty Survey No. 4, out of the Marchand Subdivision in the Steven F. Austin League No. 4, according to the map or plat of Marchand Subdivision recorded in Volume 254-A, Page 50 in the Office of the County Clerk of Galveston County, Texas, (Walker Street) as recommended by the Planning and Zoning Commission **THIS IS THE SECOND AND FINAL READING**

- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2019-0010 on the second and final reading.

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

- e. Discussion/possible action regarding adopting Ordinance No. **O-2019-0011**, amending Chapter 2, Administration, Article I, in general, of the Code of Ordinances of the City of La Marque, Texas, by adding a new section 2-9, establishing procedures for placing items on the agenda **THIS IS THE SECOND AND FINAL READING**

- ** Councilmember Michetich made a motion to adopt Ordinance No. O-2019-0011 on the second and final reading.

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

(9) NEW BUSINESS

- a. Discussion/possible action regarding awarding RFQ #19-01 to LJA Engineering, Inc. for Engineering Services for Proposed Contract Funding for the Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects

** Councilwoman Mc Auliffe made a motion to award RFQ #19-01 to LJA Engineering, Inc. for Engineering Services for Proposed Contract Funding for the Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects

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

- b. Discussion/possible action authorizing the City Manager to negotiate and enter into an agreement with LJA Engineering, Inc. for Engineering Services for Proposed Contract Funding for the Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects
- ** Councilwoman Mc Auliffe made a motion authorizing the RFQ #19-01 to LJA Engineering, Inc. for Engineering Services for Proposed Contract Funding for the Community Development Block Grant-Disaster Recovery (CDBG-DR) through the Texas General Land Office for Infrastructure and Acquisition projects
- ** Mayor Pro-Tem Bell seconded. **MOTION CARRIED UNANIMOUSLY**
- c. Discussion/possible action regarding adopting Resolution No. **R-2019-0015**, authorizing the City Manager of the City of La Marque, Texas, as authorized signatory for contractual documents pertaining to the Texas General Land Office (GLO); Texas Community Development Block Grant-Disaster Recovery (CDBG-DR) Hurricane Harvey DR-4332
- ** Mayor Pro-Tem Bell made a motion to adopt Resolution No. R-2019-0015.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**
- d. Discussion/possible action regarding adopting Resolution No. **R-2019-0016**, concerning civil rights, citizen participation plan, equal opportunity and fair housing policies relating to the preparation of grant applications through the Texas General Land Office; Community Development Block Grant - Disaster Recovery (CDBG-DR)
- ** Councilmember Michetich made a motion to adopt Resolution No. R-2019-0016.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**
- e. Discussion/possible action regarding the preliminary construction budget and proposed streetscape layout for the intersection of Laurel & 1st Street as provided by RPA Architects
- ** Councilwoman McAuliffe made a motion to approve the preliminary construction budget and proposed streetscape layout for the intersection of Laurel & 1st Street as provided by RPA Architects.
- ** Councilmember Lane seconded. **MOTION CARRIED UNANIMOUSLY**
- f. Discussion/possible action regarding adopting Ordinance No. **O-2019-0012**, adopting the revised FEMA floodplain maps as a condition of continued eligibility in the National Flood Insurance Program (NFIP) **THIS IS THE FIRST READING**

** Councilmember Michetich made a motion to adopt Ordinance No. O-2019-0012 on the first reading.

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

g. Discussion/possible action regarding accepting proposal from Enterprise Fleet Management to replace/dispose certain Public Works vehicles

** Councilmember Lane made a motion to accept the proposal from Enterprise Fleet Management to replace/dispose certain Public Works vehicles.

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

(10) APPOINTMENTS

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

Mayor Hocking made a motion to remove a current member from the Keep La Marque Beautiful Commission, due to his conflicting schedule on meeting nights, (David Holmen), and appointed Tracie Steans into that Commission. Seconded by Councilwoman Mc Auliffe.

(11) EXECUTIVE SESSION

There was no executive session

(12) ACTION TAKEN FROM EXECUTIVE SESSION- NA

(13) REQUEST AND ANNOUNCEMENTS

Mayor Hocking wished the City Manager a Happy Birthday on July 13, 2019

Councilwoman Mc Auliffe reported that it is encouraging to see people who agree and disagree to come to the Council Meetings and encouraged this to happen more to happen. Then she thanked the PD for the very good work they do.

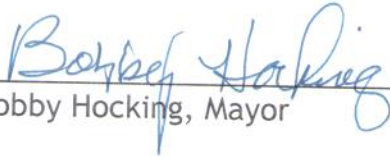
Councilmember Michetich announced that he would be at the next Texas City ISD Board meeting the following Tuesday to ask for a commitment for the middle school to be built in La Marque. Asked for help from citizens. Nakisha Paul said she would announce the correct date. He then congratulated Charlene Warren for doing an excellent job as the Interim City Manager during the hiring of the new City Manager.

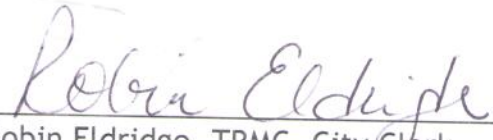
Mayor Hocking reported that during the recent Retreat Council it was the discussed that public workshops were going to begin to take place immediate prior to the regular City Council meetings, which would continue to have the public hearings but would mostly be a consent agenda.

(14) ADJOURNMENT

** It was the consensus of Council to adjourn the meeting at 7:41 p.m. MEETING
ADJOURNED

CITY OF LA MARQUE, TEXAS


Bobby Hocking, Mayor


Robin Eldridge, TRMC, City Clerk



**LA MARQUE ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING MINUTES
April 20, 2021**

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE BOARD OF DIRECTORS OF THE LA MARQUE ECONOMIC DEVELOPMENT CORPORATION CONDUCTED THIS MEETING BY TELEPHONE CONFERENCE IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WAS NO PUBLIC ACCESS TO THE LOCATION AND A TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE TELEPHONIC MEETING WAS PROVIDED. THE PUBLIC WAS PERMITTED TO OFFER PUBLIC COMMENTS TELEPHONICALLY AS PROVIDED BY THE AGENDA AND AS PERMITTED BY THE PRESIDING OFFICER DURING THE MEETING.

AGENDA:

1. CALL TO ORDER

Chairman Crowder called the meeting to order at 10:03 am.

2. ROLL CALL

PRESENT:

Ron Crowder, Chairman
Gene Smith, Secretary
Tracie Steans
Cleveland Lane
Bobby Hocking

ABSENT: none

3. APPROVAL OF MINUTES

a. Regular meeting of Regular meeting of March 16, 2021

Board member Smith made a motion to approve minutes. Board member Hocking seconded the motion. Motion passed unanimously.

4. FINANCIAL REPORT

a. Presentation of the monthly financial report

The report stood as submitted.

5. PRESENTATION

a. Randy Hall; Painted Meadows

6. NEW BUSINESS

- a. Discussion/possible action regarding the consent requests received for PID 1, Painted Meadows, Section 3 and Section 4

Board member Hocking made a motion to acknowledge the consent requests received for PID 1, Painted Meadows and send to city council for formal approval. Board member Smith seconded the motion. Motion passed unanimously.

- b. Discussion/possible action regarding stop sign bases for the intersection of Laurel and 1st Street

Board member Smith made a motion to approve the expenditure for stop sign bases at the intersection of Laurel and 1st Street. Board member Steans seconded the motion. Motion passed unanimously.

7. OLD BUSINESS

- a. Discussion/possible action regarding the updated pricing for streetscape improvements being completed by Crescent Electric

Board member Hocking made a motion to approve the updated pricing for streetscape improvements being completed by Crescent Electric. Board member Smith seconded the motion. Motion passed unanimously.

Chairman Crowder wanted to ensure that since this project is being completed in conjunction with another entity that this project is managed by Crescent Electric with additional attention to detail and accuracy in order prevent conflicts in the future.

8. DISCUSSION

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

Economic Development Director had no additions or corrections to the report that was submitted.

- b. Public Relations Report - report to include an overview of efforts as it pertains to public relations

Public Relations Specialist presented a report and gave an update regarding the TxDOT expansion and beautification project.

9. EXECUTIVE SESSION

- a. Section 551.072 of the Government Code - deliberations about real property - land acquisition and or sale
- b. Section 551.071 of the Government Code - consultation with attorney

There was no executive session.

10. ACTION TO BE TAKEN FROM EXECUTIVE SESSION

- a. Consider land acquisition and or sale
- b. Consider action to be taken regarding consultation with attorney

There was no action to be taken.

11. REQUESTS, ANNOUNCEMENTS AND COMMENTS

Board member Hocking welcomed Chairman Crowder back from his leave of absence.

12. ADJOURNMENT

Meeting was adjourned at 10:25 a.m.

Ron Crowder, Chairman

Kierra K. Nance
Deputy City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: May 17, 2021

Prepared by: Alex Getty

Agenda item: 5b

Reviewed by: Charlene Warren/

Charles Jackson

Department: EDC

AGENDA ITEM DESCRIPTION: Discussion relating to Consents for PID 1, Painted Meadows, Sections 3, 4, and 5

☒

ATTACHMENTS FOR REFERENCE

1. Painted Meadows - City of La Marque Consent, Section 3
2. Painted Meadows - City of La Marque Consent, Section 4
3. Painted Meadows - City of La Marque Consent, Section 5

STAFF BRIEFING:

- PID 1, Painted Meadows has been in existence since 2003
- This single-family residential development kicked off the west side housing development boom
- EDC Special Counsel has reviewed
- Finance Director has been involved

HISTORY:

- PID 1, Painted Meadows has been in existence since 2003
- This single-family residential development Kicked off the west side housing development boom

TARGET IMPLEMENTATION: Upon full execution, the Consents and bank closing

SIGNIFICANT ACTION DATES:

April 25, 2003 - Council approved a service and assessment plan for Public Improvement District Number One

August 11, 2003 - Council passed and approved Resolution Numbers 966 & 977 authorizing the establishment and creation of City of La Marque Public Improvement District Number One (Painted Meadows)

November 3, 2003 - Painted Meadows Public Improvement District Development and Financing Agreement was executed



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 Item #	
Other Funding	

STAFF'S RECOMMENDATION: Recommend to approve Consents for PID 1, Painted Meadows, Sections 3, 4, and 5

FISCAL IMPACT: There are no known new fiscal impacts. The development has already occurred.

CITY OF LA MARQUE, TEXAS CONSENT

To: NBH Bank (“**Lender**”)

From: The City of La Marque, a municipal corporation and home-rule city in the State of Texas (the “**City**”)

RE: That certain Public Improvement District Development and Financing Agreement, dated November 3, 2003, among the City, La Marque Economic Development Corporation (“**LMEDC**”), and Painted Meadows 1764, Ltd., a Texas limited partnership, as amended by that certain (i) First Amendment to Public Improvement District Development and Financing Agreement, dated as of October 28, 2013, (ii) Second Amendment to Public Improvement District Development and Financing Agreement, dated as of July 14, 2014 and (iii) Third Amendment to Public Improvement District Development and Financing Agreement, dated as of December 21, 2017 (as so amended and as further amended from time to time, the “**Development Agreement**”), relating to the construction and financing of certain improvements within the City of La Marque Public Improvement District No. One (“**Painted Meadows**”)

THIS CITY CONSENT (this “**Consent**”) is delivered by the undersigned to the Lender in connection with (i) that certain assignment and sale agreement (the “**Assignment and Sale Agreement**”) by and between Painted Meadow PID Receivable LLC, a Texas limited liability company (“**PMPR**”), and Texas PID Financing II, LLC (the “**Borrower**”), in substantially the form attached hereto as Exhibit A, pursuant to which PMPR will assign to the Borrower all of PMPR’s rights to be paid any and all amounts payable to PMPR from the City, LMEDC and/or Painted Meadows with respect to Section 3 of Painted Meadows (the “**Section 3 Development**”) pursuant to the Development Agreement (the “**Developer Assignment**”), and (ii) that certain Credit Agreement (the “**Credit Agreement**”), by and between the Borrower and the Lender, pursuant to which the Borrower will assign to the Lender the Section 3 Reimbursements (as defined in the Credit Agreement) payable to PMPR pursuant to the Development Agreement (the “**Lender Assignment**”).

The City hereby certifies the following information to and for the benefit of the Lender and upon which the Lender may rely in connection with the Developer Assignment and the Lender Assignment. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

Section 1. In conformity with and pursuant to the requirements of Section 8.6 of the Development Agreement, the City hereby acknowledges, approves and consents to (i) PMPR’s assignment to the Borrower of the Developer Assignment pursuant to the Assignment and Sale Agreement and (ii) the Borrower’s assignment to the Lender of the Lender Assignment pursuant to the Credit Agreement.

Section 2. The Development Agreement is in full force and effect and is a valid and binding obligation of the City.

Section 3. To the current and actual knowledge of the undersigned, on the date of this Consent, no current defaults exist under any provision of the Development Agreement.

Section 4. The Development Agreement contains the entire understanding and agreement between the City and PMPR concerning the matters set forth therein and has not been amended or modified, except as provided herein.

Section 5. The City agrees to pay, or cause to be paid, to the Lender any and all amounts owed to PMPR pursuant to the Development Agreement in accordance with Section 9 below. The City hereby acknowledges and agrees that in the event of any default by PMPR under the Development Agreement, the City will continue to reimburse the approved and accepted Project Costs listed in Section 6 immediately below, together with interest thereon, to the Lender from Assessments from the Project that have accumulated in the Public Improvement District Fund and/or the Revenue Fund with respect to the Section 3 Development, as such moneys become available, pursuant to the terms of the Development Agreement and to the extent required by the Development Agreement.

Section 6. The accepted qualified Project Costs as of the date of this Consent are \$1,883,841.

Section 7. As of the date of this Consent, the total amount of Project Costs that have been reimbursed by the City and/or LMEDC with respect to the Section 3 Development pursuant to the terms of the Development Agreement is \$565,500, which amount is to be applied against and deducted from the accepted qualified Project Costs listed in Section 6 above.

Section 8. The City confirms the current real estate parcels within Painted Meadows are correctly listed in Exhibit B.

Section 9. The City agrees to remit, or cause to be remitted, all amounts required to be remitted by it and/or LMEDC to PMPR pursuant to the Development Agreement into the Lender Account. For purposes of this Consent, the “**Lender Account**” shall mean the bank account designated in writing by the Lender received by the City following the approval of this Consent (or such other account that Lender may from time to time designate in writing to the City).

Section 10. This Consent shall be binding upon the City and its successors and assigns, and this Consent shall inure to the Lender’s benefit and the benefit of the Lender’s successors and assigns.

Section 11. The execution, delivery and performance of this Consent by the City and the consummation by it of the transactions contemplated hereby, have been approved by all necessary action on the part of the City, and this Consent constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

Section 12. The City executes this Consent for the benefit of the Lender and acknowledges and agrees that the Lender is a third-party beneficiary of the Development Agreement and that the Lender may exercise any and all rights and privileges granted to PMPR in the Development Agreement and shall be entitled to directly enforce the provisions of the

Development Agreement (including, without limitation, the obligation of the City to reimburse the Project Costs with respect to the Section 3 Development, together with interest thereon) as if it were a party thereto.

[Signature Page Follows]

Dated: _____, 2021.

CITY OF LA MARQUE,
a municipal corporation and home-rule city in the
State of Texas

By: _____
Name: _____
Title: _____

NBH BANK,
as Lender

By: _____
Name: _____
Title: _____

Exhibit A

Form of Assignment and Sale Agreement

ASSIGNMENT AND SALE AGREEMENT

This Assignment and Sale Agreement, dated as of May [], 2021 (this “Agreement”), is between Painted Meadow PID Receivable LLC, a Texas limited liability company (the “Seller” or “PMPR”), and Texas PID Financing II, LLC, a Delaware limited liability company (the “Buyer”).

W I T N E S S E T H :

WHEREAS, the City of La Marque (the “City”), a municipal corporation and home-rule city in the State of Texas, created the City of La Marque Public Improvement District No. One (“Painted Meadows”) by Resolution No. 967;

WHEREAS, on November 3, 2003, the City, La Marque Economic Development Corporation (“LMEDC”) and Painted Meadows 1764, Ltd., a Texas limited partnership (the “Original Developer”), entered into that certain Public Improvement District Development and Financing Agreement (the “Original Agreement”) for the purpose of constructing and financing certain improvements within Painted Meadows;

WHEREAS, on October 28, 2013, the City, LMEDC, the Original Developer, LM Investments LLC, a Texas limited liability company (“Future Phase Developer”), John Howell, Trustee (“Howell Trustee”), PMPR and Castlerock Communities LP (“Section 3 Developer”) entered into that certain First Amendment to Public Improvement District Development and Financing Agreement (the “First Amendment”);

WHEREAS, on July 14, 2014, the City, LMEDC, Future Phase Developer, Howell Trustee, PMPR, Section 3 Developer, LGI Homes-Texas, LLC, a Texas limited liability company (“Section 4 Developer”) and LM Capital Investors, LLC, a Texas limited liability company (“Capital Investors”), entered into that certain Second Amendment to Public Improvement District Development and Financing Agreement (the “Second Amendment”);

WHEREAS, on December 21, 2017, the City, LMEDC, Future Phase Developer, Howell Trustee, PMPR, Section 3 Developer, Section 4 Developer, Capital Investors and Two Windy Hill Investments LLC, a Texas limited liability company (“Section 5 Developer”), entered into that certain Third Amendment to Public Improvement District Development and Financing Agreement (the “Third Amendment”; and the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, the “Development Agreement”);

WHEREAS, pursuant to the Development Agreement and the Plan (as referenced and defined therein), Section 3 of Painted Meadows, consisting of 65 lots (the “Section 3 Development”), has been developed and Assessments have been levied and are being collected and disbursed on the Section 3 Development; and

WHEREAS, the Seller is the current owner and holder of all reimbursement rights with respect to Assessments relating to the Section 3 Development and desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, all of the Seller’s rights to such reimbursement rights, including, without limitation, any contractual payments or reimbursements required to be

paid to the Seller from the City, LMEDC and/or Painted Meadows with respect to the Section 3 Development (collectively, the “Section 3 Reimbursements”).

NOW, THEREFORE, in consideration of the premises and of the commitments made hereunder the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Development Agreement.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells to the Buyer, without recourse, the Section 3 Reimbursements.

3. The Seller hereby makes the following representations for the benefit of the Buyer:

a) The Seller is a limited liability company duly formed and in good standing under the laws of the State of Texas;

b) The execution, delivery and performance by the Seller of this Agreement (i) have been authorized by all necessary limited liability company action on the part of the Seller, and (ii) do not (or would not with the giving of notice, the passage of time or the happening of any other event) result in a violation of, or conflict with, any of its organizational documents;

c) The Seller is the legal and beneficial owner of and has good title to, and the power to transfer, the Section 3 Reimbursements free and clear of all liens, security interests or other encumbrances; and

d) No consent of any other person and no authorizations or other action by, or notice to or filing with, any governmental authority is required for (i) the execution, delivery or performance by the Seller of this Agreement or (ii) the sale and assignment by the Seller of the Section 3 Reimbursements pursuant to this Agreement, except, in each case, for those which have been duly obtained or made.

4. It is the express intent of the parties hereto that the transfer of the Section 3 Reimbursements by the Seller to the Buyer as provided in this Agreement be, and be construed as, an absolute sale of the Section 3 Reimbursements. It is, further, not the intention of the parties that such transfer be deemed the grant of a security interest in the Section 3 Reimbursements by the Seller to the Buyer to secure a debt or other obligation of the Seller. In the event, however, that, notwithstanding the intent of the parties, the Section 3 Reimbursements are held to be the property of the Seller, or if for any other reason this Agreement is held or deemed to create a security interest in the Section 3 Reimbursements, then this Agreement shall constitute a security agreement. Without derogating from the intent of the parties as set forth above, the Seller hereby grants to the Buyer, to secure all of the Seller’s obligations hereunder, a security interest in all of the Seller’s right, title, and interest, if any, whether now owned or hereafter acquired, in and to the Section 3 Reimbursements and all proceeds thereof.

5. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

6. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be effective for purposes of binding the parties hereto, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (i.e., a “pdf” or “tif”), including email, shall be effective as delivery of a manually executed counterpart of this Agreement. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this agreement in a usable format.

7. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law: (a) the other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (b) the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

[remainder of page left intentionally blank]

IN WITNESS whereof this Assignment and Sale Agreement has been entered into the date first above written.

PAINTED MEADOW PID RECEIVABLE LLC

By: _____

Name: _____

Title: _____

TEXAS PID FINANCING II, LLC

By: _____
Name: _____
Title: _____

Exhibit B

Current Assessed Parcels

										Tax Unit	Assessment	
										73	2021	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	PATTERSON TRAVIS 311 TURQUOISE TRADE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 1 Lot 1 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GENTRY SCOTT 313 TURQUOISE TRADE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 1 Lot 2 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	LUPARELLO KEITH MICHAEL & WAND 315 TURQUOISE TRADE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 1 Lot 3 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GILBREATH BRANDON & HEATHER 317 TURQUOISE TRADE DR	LA MARQUE TX 775680000	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161, BLOCK 1, Lot 4, ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	CURTY JAMES M 139 MUSTANG STAMPEDE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 1 Lot 5 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	HUBBARD CHRISTOPHER DAVID & SH 321 TURQUOISE TRADE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 1 Lot 6 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	HYPOLITE TAMEKA VANETTE 323 TURQUOISE TRADE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 1 Lot 7 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BOLES CURTIS 325 TURQUOISE TRADE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 1 Lot 8 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	STRADER SHANNON M & JAMES K W 310 TURQUOISE TRADE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 1 ACRES 0.1338	0.001338	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	SHAH DHARMESH 9915 LOGANS WAY	HOUSTON TX 77089	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 2 ACRES 0.1514	0.001514	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	TAN ARIS 102 CHEYENNE RIVER DRIVE	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 3 ACRES 0.1363	0.001363	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	PEARSON RAYMOND S JR & CONNIE 104 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 4 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BLEIMEYER DALLAS ANN & JIMMIE 106 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 5 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	MITCHELL JANET M 108 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 6 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	MEJIA ANDREW JOSHUA JR & KRIST 110 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 7 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GIBBS MATTHEW BENJAMIN & CHASS 112 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 8 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	URESTI JOSE ALBERTO SR & JAMIE 114 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 9 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	YOUNG FIVE PROPERTY MANAGEMENT PO BOX 364	SANTA FE TX 77510	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 10 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	QING WU RONG & YANDI ZHU 118 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 11 ACRES 0.1263	0.001263	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	NIETEN CHRISTOPHER L & CHARLEN 120 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 2 Lot 12 ACRES 0.1363	0.001363	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GOMEZ ROBERTO 336 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 1 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	CARDENAS MARCOS VARGAS JR & TA 334 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 2 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	MORTON THOMAS HADEN III 332 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 3 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GORDON STEVEN 330 APACHE FIELD LN	LA MARQUE TX 775680000	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161, BLOCK 3, Lot 4, ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	ROSIER CODY DUANE 328 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 5 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	MARTINEZ JUAN ROBERTO & RANDI 326 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 6 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	RODRIGUEZ FLAIOUS EDGAR 324 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 7 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	ARGUETA MARLON JOSE PO BOX 57981	WEBSTER TX 77598	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 8 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	RATLIFF CHARLES C 320 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 9 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	KELLY DANIEL W 11326 32ND ST	SANTA FE TX 77510	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 10 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	FUENTES RUBEN RAY 316 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 11 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	SCOTT RODNEY & DELFINA SCOTT 314 APACHE FIELD LN	LA MARQUE TX 775680000	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161, BLOCK 3, Lot 12, ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	FLORES RAYMUNDO MEDINA JR 312 APACHE FIELD LANE	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 13 ACRES 0.132	0.00132	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	CHANDLER REGINA D 308 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 14 ACRES 0.1798	0.001798	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	LANE COURTNEY & CORY LANE 306 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 15 ACRES 0.2645	0.002645	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	TORRES JOHNNY JR 210 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 16 ACRES 0.189	0.00189	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	THIARA HARBANS JR & SAMANTHA 208 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 17 ACRES 0.1348	0.001348	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	MACK RHONDA DENISE 206 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 18 ACRES 0.1364	0.001364	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	ROBINSON TRACIE LUELLA 204 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 19 ACRES 0.1364	0.001364	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	STRANGE ANDREA BEINHAUER & TER 202 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 3 Lot 20 ACRES 0.1489	0.001489	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	COWDERY JASON NATHANIAL 335 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 1 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	STEEN CARMILA M & SANDY NAKIA 333 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 2 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GUZMAN SALVADOR G & MAYLEE T 331 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 3 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	MATRANGA MEGAN JOYCE 329 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 4 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	THOMPSON FRANCHASCA S 327 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 5 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BROWN RENEE DANIELLE 325 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 6 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	MENO VINCENT SABLAN JR & BERNI 323 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 7 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GONZALES RAY J & LYNDEY R 321 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 8 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	LESTARIETTE JAMES T & TRICIA D 319 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 9 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	ABENDROTH KENNETH D II & CHRIS 317 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 10 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	JIMENEZ ORLANDO & PAIGE MOLIS 315 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 11 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	JUAREZ LEONARDO SALINAS JR 313 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 12 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GRICE REGINA LANELLE 311 APACHE FIELD LN	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 13 ACRES 0.1424	0.001424	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BORUM VALERIE DAWN 13670 COUNTRYSIDE ST	SANTA FE TX 77517	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 14 ACRES 0.1424	0.001424	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	REISS JONATHAN DAVID AND MELOD 314 SHOSHONE RIDGE DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 4 Lot 15 ACRES 0.1336	0.001336	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	GRAY JASON L & LAURA E 101 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 1 ACRES 0.1392	0.001392	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	RUTHERFORD BRITTANY NICOLE & B 103 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 2 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BESSIRE NORA L 105 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 3 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BIDDINGER JAMES WILKEY & AMBER 107 CHEYENNE RIVER	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 4 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	HOWARD WESLEY CHAD 109 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 5 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	XIAN JIANMING PO BOX 364	SANTA FE TX 77510	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 6 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BASS WILLIAM RONALD 113 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 7 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	REYES GREGORY JOHN & SOLANGEL MARIE 115 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 8 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	ARDOIN BRANDY KAY 117 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 9 ACRES 0.128	0.00128	\$1,500.00	
Tax Roll LisTax Units = TU	YEAR	ACRESACRI	LEVY	ACCOUNT: OWNER:	BERGH LOUIS R 119 CHEYENNE RIVER DR	LA MARQUE TX 77568	73	2021	PAINTED MEADOWS SEC 3 (2015) ABST 161 BLOCK 5 Lot 10 ACRES 0.1392	0.001392	\$1,500.00	
										TOTAL		\$97,500.00

CITY OF LA MARQUE, TEXAS CONSENT

To: NBH Bank (“**Lender**”)

From: The City of La Marque, a municipal corporation and home-rule city in the State of Texas (the “**City**”)

RE: That certain Public Improvement District Development and Financing Agreement, dated November 3, 2003, among the City, La Marque Economic Development Corporation (“**LMEDC**”) and Painted Meadows 1764, Ltd., a Texas limited partnership, as amended by that certain (i) First Amendment to Public Improvement District Development and Financing Agreement, dated as of October 28, 2013, (ii) Second Amendment to Public Improvement District Development and Financing Agreement, dated as of July 14, 2014 and (iii) Third Amendment to Public Improvement District Development and Financing Agreement, dated as of December 21, 2017 (as so amended and as further amended from time to time, the “**Development Agreement**”), relating to the construction and financing of certain improvements within the City of La Marque Public Improvement District No. One (“**Painted Meadows**”)

THIS CITY CONSENT (this “**Consent**”) is delivered by the undersigned to the Lender in connection with (i) that certain assignment and sale agreement (the “**Assignment and Sale Agreement**”) by and between LM Capital Investors LLC, a Texas limited liability company (“**Capital Investors**”), and Texas PID Financing II, LLC (the “**Borrower**”), in substantially the form attached hereto as Exhibit A, pursuant to which Capital Investors will assign to the Borrower all of Capital Investors’ rights to be paid any and all amounts payable to Capital Investors from the City, LMEDC and/or Painted Meadows with respect to Section 4 of Painted Meadows (the “**Section 4 Development**”) pursuant to the Development Agreement (the “**Developer Assignment**”), and (ii) that certain Credit Agreement (the “**Credit Agreement**”), by and between the Borrower and the Lender pursuant to which the Borrower will assign to the Lender the Section 4 Reimbursements (as defined in the Credit Agreement) payable to Capital Investors pursuant to the Development Agreement (the “**Lender Assignment**”).

The City hereby certifies the following information to and for the benefit of the Lender and upon which the Lender may rely in connection with the Developer Assignment and the Lender Assignment. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

Section 1. In conformity with and pursuant to the requirements of Section 8.6 of the Development Agreement, the City hereby acknowledges, approves and consents to (i) Capital Investors’ assignment to the Borrower of the Developer Assignment pursuant to the Assignment and Sale Agreement and (ii) the Borrower’s assignment to the Lender of the Lender Assignment pursuant to the Credit Agreement.

Section 2. The Development Agreement is in full force and effect and is a valid and binding obligation of the City.

Section 3. To the current and actual knowledge of the undersigned, on the date of this Consent, no current defaults exist under any provision of the Development Agreement.

Section 4. The Development Agreement contains the entire understanding and agreement between the City and Capital Investors concerning the matters set forth therein and has not been amended or modified, except as provided herein.

Section 5. The City agrees to pay, or cause to be paid, to the Lender any and all amounts owed to Capital Investors pursuant to the Development Agreement in accordance with Section 9 below. The City hereby acknowledges and agrees that in the event of any default by Capital Investors under the Development Agreement, the City will continue to reimburse the approved and accepted Project Costs listed in Section 6 immediately below, together with interest thereon, to the Lender from Assessments from the Project that have accumulated in the Public Improvement District Fund and/or the Revenue Fund with respect to the Section 4 Development, as such moneys become available, pursuant to the terms of the Development Agreement and to the extent required by the Development Agreement.

Section 6. The accepted qualified Project Costs as of the date of this Consent are \$2,794,628.

Section 7. As of the date of this Consent, the total amount of Project Costs that have been reimbursed by the City and/or LMEDC with respect to the Section 4 Development pursuant to the terms of the Development Agreement is \$1,062,000, which amount is to be applied against and deducted from the accepted qualified Project Costs listed in Section 6 above.

Section 8. The City confirms the current real estate parcels within Painted Meadows are correctly listed in Exhibit B.

Section 9. The City agrees to remit, or cause to be remitted, all amounts required to be remitted by it and/or LMEDC to Capital Investors pursuant to the Development Agreement into the Lender Account. For purposes of this Consent, the “**Lender Account**” shall mean the bank account designated in writing by the Lender received by the City following the approval of this Consent (or such other account that Lender may from time to time designate in writing to the City).

Section 10. This Consent shall be binding upon the City and its successors and assigns, and this Consent shall inure to the Lender’s benefit and the benefit of the Lender’s successors and assigns.

Section 11. The execution, delivery and performance of this Consent by the City and the consummation by it of the transactions contemplated hereby, have been approved by all necessary action on the part of the City, and this Consent constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

Section 12. The City executes this Consent for the benefit of the Lender and acknowledges and agrees that the Lender is a third-party beneficiary of the Development Agreement and that the Lender may exercise any and all rights and privileges granted to Capital Investors in the Development Agreement and shall be entitled to directly enforce the provisions

of the Development Agreement (including, without limitation, the obligation of the City to reimburse the Project Costs with respect to the Section 4 Development, together with interest thereon) as if it were a party thereto.

[Signature Page Follows]

Dated: _____, 2021.

CITY OF LA MARQUE,
a municipal corporation and home-rule city in the
State of Texas

By: _____
Name: _____
Title: _____

NBH BANK,
as Lender

By: _____
Name: _____
Title: _____

Exhibit A

Form of Assignment and Sale Agreement

ASSIGNMENT AND SALE AGREEMENT

This Assignment and Sale Agreement, dated as of May [], 2021 (this “Agreement”), is between LM Capital Investors LLC, a Texas limited liability company (the “Seller” or “Capital Investors”), and Texas PID Financing II, LLC, a Delaware limited liability company (the “Buyer”).

W I T N E S S E T H :

WHEREAS, the City of La Marque (the “City”), a municipal corporation and home-rule city in the State of Texas, created the City of La Marque Public Improvement District No. One (“Painted Meadows”) by Resolution No. 967;

WHEREAS, on November 3, 2003, the City, La Marque Economic Development Corporation (“LMEDC”) and Painted Meadows 1764, Ltd., a Texas limited partnership (the “Original Developer”), entered into that certain Public Improvement District Development and Financing Agreement (the “Original Agreement”) for the purpose of constructing and financing certain improvements within Painted Meadows;

WHEREAS, on October 28, 2013, the City, LMEDC, the Original Developer, LM Investments LLC, a Texas limited liability company (“Future Phase Developer”), John Howell, Trustee (“Howell Trustee”), Painted Meadow PID Receivable LLC, a Texas limited liability company (“PMPR”) and Castlerock Communities LP (“Section 3 Developer”) entered into that certain First Amendment to Public Improvement District Development and Financing Agreement (the “First Amendment”);

WHEREAS, on July 14, 2014, the City, LMEDC, Future Phase Developer, Howell Trustee, PMPR, Section 3 Developer, LGI Homes-Texas, LLC, a Texas limited liability company (“Section 4 Developer”) and Capital Investors, entered into that certain Second Amendment to Public Improvement District Development and Financing Agreement (the “Second Amendment”);

WHEREAS, on December 21, 2017, the City, LMEDC, Future Phase Developer, Howell Trustee, PMPR, Section 3 Developer, Section 4 Developer, Capital Investors and Two Windy Hill Investments LLC, a Texas limited liability company (“Section 5 Developer”), entered into that certain Third Amendment to Public Improvement District Development and Financing Agreement (the “Third Amendment”; and the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, the “Development Agreement”);

WHEREAS, pursuant to the Development Agreement and the Plan (as referenced and defined therein), Section 4 of Painted Meadows, consisting of 136 lots (the “Section 4 Development”), has been developed and Assessments have been levied and are being collected and disbursed on the Section 4 Development; and

WHEREAS, the Seller is the current owner and holder of all reimbursement rights with respect to Assessments relating to the Section 4 Development and desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, all of the Seller’s rights to such reimbursement rights, including, without limitation, any contractual payments or reimbursements required to be

paid to the Seller from the City, LMEDC and/or Painted Meadows with respect to the Section 4 Development (collectively, the “Section 4 Reimbursements”).

NOW, THEREFORE, in consideration of the premises and of the commitments made hereunder the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Development Agreement.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells to the Buyer, without recourse, the Section 4 Reimbursements.

3. The Seller hereby makes the following representations for the benefit of the Buyer:

a) The Seller is a limited liability company duly formed and in good standing under the laws of the State of Texas;

b) The execution, delivery and performance by the Seller of this Agreement (i) have been authorized by all necessary limited liability company action on the part of the Seller, and (ii) do not (or would not with the giving of notice, the passage of time or the happening of any other event) result in a violation of, or conflict with, any of its organizational documents;

c) The Seller is the legal and beneficial owner of and has good title to, and the power to transfer, the Section 4 Reimbursements free and clear of all liens, security interests or other encumbrances; and

d) No consent of any other person and no authorizations or other action by, or notice to or filing with, any governmental authority is required for (i) the execution, delivery or performance by the Seller of this Agreement or (ii) the sale and assignment by the Seller of the Section 4 Reimbursements pursuant to this Agreement, except, in each case, for those which have been duly obtained or made.

4. It is the express intent of the parties hereto that the transfer of the Section 4 Reimbursements by the Seller to the Buyer as provided in this Agreement be, and be construed as, an absolute sale of the Section 4 Reimbursements. It is, further, not the intention of the parties that such transfer be deemed the grant of a security interest in the Section 4 Reimbursements by the Seller to the Buyer to secure a debt or other obligation of the Seller. In the event, however, that, notwithstanding the intent of the parties, the Section 4 Reimbursements are held to be the property of the Seller, or if for any other reason this Agreement is held or deemed to create a security interest in the Section 4 Reimbursements, then this Agreement shall constitute a security agreement. Without derogating from the intent of the parties as set forth above, the Seller hereby grants to the Buyer, to secure all of the Seller’s obligations hereunder, a security interest in all of the Seller’s right, title, and interest, if any, whether now owned or hereafter acquired, in and to the Section 4 Reimbursements and all proceeds thereof.

5. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

6. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be effective for purposes of binding the parties hereto, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (i.e., a “pdf” or “tif”), including email, shall be effective as delivery of a manually executed counterpart of this Agreement. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this agreement in a usable format.

7. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law: (a) the other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (b) the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

[remainder of page left intentionally blank]

IN WITNESS whereof this Assignment and Sale Agreement has been entered into the date first above written.

LM CAPITAL INVESTORS LLC

By: _____
Name: _____
Title: _____

TEXAS PID FINANCING II, LLC

By: _____
Name: _____
Title: _____

Exhibit B

Current Assessed Parcels

Account #	OWNER & Address:	TA\YEAR Legal description	ACRES	LEVY
ACCOUNT: 70554600010001000	MEIRKHAN SUE ANN 329 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 1 ACRES 0.149	0.00149	1500
ACCOUNT: 70554600010002000	WILLIAMSON SHAWN M 327 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 2 ACRES 0.141	0.00141	1500
ACCOUNT: 70554600010003000	HAYNES CALVIN & AMY 325 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 3 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600010004000	JONES NATHAN ORLANDO & VANESSA 323 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 4 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600010005000	SMITH SUSAN SHEEHAN 321 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 5 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600010006000	FIERO JEROME E & DANNETTE L 319 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 6 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600010007000	WILT ROGER NEIL 317 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 7 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600010008000	GOODSON NADIA 315 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 8 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600010009000	GRIEGO GINO ANTHONY 313 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 9 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600010010000	HICKS DALE WAYNE & LYDIA JUST 311 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 1 Lot 10 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600020001000	LYNCH RICHARD III 327 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 1 ACRES 0.131	0.00131	1500
ACCOUNT: 70554600020002000	YABUT RODEL PINEDA & ARLENE BO YABUT RUDOLPH ANDREW 326 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 2 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600020003000	SMITH DARREN & ASHTON MARIE 328 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 3 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600020004000	LOE LUCAS KENNETH & SHEA S HAR 326 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 4 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600020005000	BOND JAMES JR & KELLI 324 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 5 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600020006000	MAURICIO JOSE 322 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 6 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600020007000	DAVIS SAMUEL ROBERT 320 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 7 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600020008000	CARLOS GRACIELA 318 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 8 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600020009000	CRAWFORD TROY ANTHONY 316 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 9 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600020010000	SALINAS OMAR 314 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 10 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600020011000	BORDA ELIZABETH 312 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 11 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600020012000	NUNN MATTHEW & VICTORIA 310 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 2 Lot 12 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600030001000	GARCIA ARTURO JR 12601 SUNSET CIR SANTA FE TX 77510	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 1 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600030002000	DILLON RANDY ALLEN & JENNIFER 343 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 2 ACRES 0.133	0.00133	1500
ACCOUNT: 70554600030003000	GUTIERREZ DIEGO AZAEL 341 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 3 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600030004000	FOWLER FORD & RACHEL FOWLER 339 COMANCHE PLAIN RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 4 ACRES 0.135	0.00135	1500
ACCOUNT: 70554600030005000	YBARRA JOSE 337 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 5 ACRES 0.135	0.00135	1500
ACCOUNT: 70554600030006000	WHELTON BRYCE JORDAN 335 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 6 ACRES 0.136	0.00136	1500
ACCOUNT: 70554600030007000	TRUONG DIEU TUYET 9339 CARMALEE ST HOUSTON TX 77075	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 7 ACRES 0.16	0.0016	1500
ACCOUNT: 70554600030008000	VILLARTA ANGELO STCHON & RUBYO 412 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 8 ACRES 0.156	0.00156	1500
ACCOUNT: 70554600030009000	GERHARDT BRANDON DEAN & SARAH 414 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 9 ACRES 0.144	0.00144	1500
ACCOUNT: 70554600030010000	MOODY MICHAEL LAIRD & DEBORAH 416 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 10 ACRES 0.151	0.00151	1500
ACCOUNT: 70554600030011000	WARE BILLY GLEN JR & MONICA RA 418 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 11 ACRES 0.135	0.00135	1500
ACCOUNT: 70554600030012000	HERNANDEZ JESSE 420 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 12 ACRES 0.277	0.00277	1500
ACCOUNT: 70554600030013000	GIBSON KEVIN CHARLES 422 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 13 ACRES 0.201	0.00201	1500
ACCOUNT: 70554600030014000	CLEMENT CHRISTOPHER THOMAS & A 421 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 14 ACRES 0.252	0.00252	1500
ACCOUNT: 70554600030015000	MOOSAVI DAVID & KELLY AND EBRAHIM & ROSE MOOSAVI 419 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 15 ACRES 0.125	0.00125	1500
ACCOUNT: 70554600030016000	CUCCO KATY LYNN 417 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 16 ACRES 0.127	0.00127	1500
ACCOUNT: 70554600030017000	CERVANTES GLENN GOTERA & EMMER 415 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 17 ACRES 0.125	0.00125	1500
ACCOUNT: 70554600030018000	FAULKNER ELIZABETH ASHLEY 413 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 18 ACRES 0.125	0.00125	1500
ACCOUNT: 70554600030019000	DEALBA JORGE JR & BRENDA HERNA 411 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 19 ACRES 0.126	0.00126	1500
ACCOUNT: 70554600030020000	MOORE CHARLES CALEB & LAUREN A 409 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 20 ACRES 0.126	0.00126	1500
ACCOUNT: 70554600030021000	MENA REYNALDO 407 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 21 ACRES 0.126	0.00126	1500
ACCOUNT: 70554600030022000	RICHARDSON CAROLYN SUE 405 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 22 ACRES 0.127	0.00127	1500
ACCOUNT: 70554600030023000	SIMMONS THERESA DENTON 403 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 23 ACRES 0.127	0.00127	1500
ACCOUNT: 70554600030024000	NEWSOME LEWIN E & JULIA C 401 TURQUOISE TRADE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 24 ACRES 0.137	0.00137	1500
ACCOUNT: 70554600030025000	TENNANT DONALD GARFIELD II 400 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 25 ACRES 0.137	0.00137	1500
ACCOUNT: 70554600030026000	ARMSTRONG ALLEN DALE & JOANN R 402 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 26 ACRES 0.128	0.00128	1500
ACCOUNT: 70554600030027000	GARCIA-ROCHA JOSEPH I & FRANCI 404 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 27 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600030028000	MOORE LIONEL & JACQUELINE H 406 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 28 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600030029000	RIDDICK DONALD WAYNE & EDRSE 408 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 29 ACRES 0.13	0.0013	1500
ACCOUNT: 70554600030030000	HILL DAMIEN DESHAUN 410 HAWK VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 30 ACRES 0.13	0.0013	1500
ACCOUNT: 70554600030031000	EGGER RONALD & LINDA PO BOX 1353 SANTA FE TX 77510	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 31 ACRES 0.131	0.00131	1500
ACCOUNT: 70554600030032000	HAYDEN DONNIE L JR & IRENE ELI 414 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 32 ACRES 0.131	0.00131	1500
ACCOUNT: 70554600030033000	SANCHEZ MICHAEL GERONIMO & HEA 416 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 33 ACRES 0.126	0.00126	1500
ACCOUNT: 70554600030034000	CORDERO GILBERTO RUBEN 418 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 34 ACRES 0.136	0.00136	1500
ACCOUNT: 70554600030035000	POWELL CHRISTOPHER EARL & TABI 420 HAWKS VIEW DR LA MARQUE TX 775686603	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161, BLOCK 3, Lot 35, ACRES 0.282	0.00282	1500
ACCOUNT: 70554600030036000	MCCUNN SCOTT A & THERESA WOLFE 422 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 36 ACRES 0.214	0.00214	1500
ACCOUNT: 70554600030037000	CAVNESS BILL WAYNE 421 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 37 ACRES 0.294	0.00294	1500
ACCOUNT: 70554600030038000	CANTU VICTOR EDWARD III 419 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 38 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600030039000	GARCIA MATTHEW 417 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 39 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600030040000	VARGAS RAYMOND JR & TAMMIE LYN 415 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 40 ACRES 0.135	0.00135	1500
ACCOUNT: 70554600030041000	GUERRA MANUEL EDWARD & JORDAN 413 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 41 ACRES 0.136	0.00136	1500

ACCOUNT: 70554600030042000	LOVELESS ROBBIE EDWARD & EVA R 411 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 42 ACRES 0.136	0.00136	1500
ACCOUNT: 70554600030043000	KINCHEEN MICHAEL WILLIAM & SHIR 409 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 43 ACRES 0.136	0.00136	1500
ACCOUNT: 70554600030044000	WILLIAMS ARIK CHASE 407 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 44 ACRES 0.137	0.00137	1500
ACCOUNT: 70554600030045000	COLEMAN JULIA MARIA 405 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 45 ACRES 0.137	0.00137	1500
ACCOUNT: 70554600030046000	MURRAY VIRGIL KEITH 403 HAWK VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 46 ACRES 0.137	0.00137	1500
ACCOUNT: 70554600030047000	MORAGA JOSE SALVADOR & MARICRU 401 HAWKS VIEW DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 3 Lot 47 ACRES 0.149	0.00149	1500
ACCOUNT: 70554600040001000	ALANIZ ADAM JESSE 100 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 1 ACRES 0.147	0.00147	1500
ACCOUNT: 70554600040002000	LEAGUE DEWAYNE & SAMANTHA 102 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 2 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600040003000	BEATTY DARRYL & SYLVIA A BIRKE 104 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 3 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600040004000	GARAY JORGE ALBERTO & JULIE SH 106 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 4 ACRES 0.133	0.00133	1500
ACCOUNT: 70554600040005000	JORDAN ANAGABRIELA M 108 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 5 ACRES 0.171	0.00171	1500
ACCOUNT: 70554600040006000	COLUNGA MARCOS 110 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 6 ACRES 0.271	0.00271	1500
ACCOUNT: 70554600040007000	EQUITY TRUST COMPANY CUSTODIAN ANDREW HARROP IRA 11902 NORMONT DR HOUSTON TX 77070	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 7 ACRES 0.203	0.00203	1500
ACCOUNT: 70554600040008000	PAYNE JOHN ALLEN II 111 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 8 ACRES 0.271	0.00271	1500
ACCOUNT: 70554600040009000	FINGER MICHAEL EVERT & CHELSEY 109 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 9 ACRES 0.17	0.0017	1500
ACCOUNT: 70554600040010000	MURRAY PETER L & MIRIAM N 107 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 10 ACRES 0.137	0.00137	1500
ACCOUNT: 70554600040011000	DOMINGUEZ JUANITO HERNANDEZ & 105 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 11 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600040012000	CUELLAR JORGE 103 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 12 ACRES 0.138	0.00138	1500
ACCOUNT: 70554600040013000	AHWAZI REZA C 101 INDIGO BRUSH DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 13 ACRES 0.156	0.00156	1500
ACCOUNT: 70554600040014000	MARKS DAMON E 100 MOJAVE LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 14 ACRES 0.158	0.00158	1500
ACCOUNT: 70554600040015000	GILBERT STALINA CONSTANTINE & KARISSA GISSELLE HYACINTH 102 MOJAVE LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 15 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600040016000	MARSH JUSTIN 104 MOJAVE LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 16 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600040017000	FERNANDEZ TIFFANY L 106 MOJAVE LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 17 ACRES 0.126	0.00126	1500
ACCOUNT: 70554600040018000	LANDERS KYLE ALIESE 108 MOJAVE LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 18 ACRES 0.152	0.00152	1500
ACCOUNT: 70554600040019000	LEAL RAMIRO J & GENISE L LEMUS 330 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 19 ACRES 0.293	0.00293	1500
ACCOUNT: 70554600040020000	ELLISON BRANDON MICHAEL 332 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 20 ACRES 0.16	0.0016	1500
ACCOUNT: 70554600040021000	GIBSON TISHA LEE 334 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 21 ACRES 0.124	0.00124	1500
ACCOUNT: 70554600040022000	DELL CHARLES RYAN & LAUREN E 336 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 22 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040023000	GARZA ERASMO & MICHELE 338 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 23 ACRES 0.133	0.00133	1500
ACCOUNT: 70554600040024000	WILSON DENNIS WAYNE JR & LAURI 340 COMANCHE PLAINS RD LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 24 ACRES 0.139	0.00139	1500
ACCOUNT: 70554600040025000	BISCAMP BRENT ALLEN & PAULINA 339 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 25 ACRES 0.139	0.00139	1500
ACCOUNT: 70554600040026000	STARK WILLIAM & ZISKA 337 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 26 ACRES 0.133	0.00133	1500
ACCOUNT: 70554600040027000	SANCHEZ DENNY VALENTIN & SANDR 335 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 27 ACRES 0.133	0.00133	1500
ACCOUNT: 70554600040028000	RIOS LEOPOLDO JAVIER VENEGAS & 333 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 28 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040029000	TURNER MICHAEL & DANA 331 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 29 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040030000	SFR JV-1 PROPERTY LLC PO BOX 15087 SANTA ANA CA 92735	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 30 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040031000	JAMES LIONEL 327 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 31 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040032000	CHATELAIN CRAIG PARK & JENNIFE 325 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 32 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040033000	TORAL CARMEN GELLIBERT 323 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 33 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040034000	FAUCHER KAREEM ABDULE 321 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 34 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040035000	BARBER ZEKE ALLEN 319 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 35 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040036000	YBARRA JOHN & RUTH 317 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 36 ACRES 0.132	0.00132	1500
ACCOUNT: 70554600040037000	HOLLEY & BENJAMIN ALEJANDRA 315 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 4 Lot 37 ACRES 0.13	0.0013	1500
ACCOUNT: 70554600050001000	SPURLOCK BRIAN MAXWELL 111 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 1 ACRES 0.151	0.00151	1500
ACCOUNT: 70554600050002000	MOLEN ANGELA 113 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 2 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050003000	BERNARD THERESA N 115 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 3 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050004000	LORI KARLA 117 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 4 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050005000	LEWIS COREY LEIGH 119 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 5 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050006000	ANGUS DANIEL RAYMOND & DONNA J 201 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 6 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050007000	AWALT WILLIAM BRAD 203 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 7 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050008000	KERSCHEN PATRICIA JEAN & HUNTE 205 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 8 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050009000	MEDELLIN ADOLFO 207 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 9 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050010000	THUNYANI FELIX MARK & OLIVE OM 209 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 10 ACRES 0.129	0.00129	1500
ACCOUNT: 70554600050011000	DIX ELIZABETH A & CORREE LYNN 211 GOLDEN EAGLE CT LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 11 ACRES 0.205	0.00205	1500
ACCOUNT: 70554600050012000	PAHLAVAN MOJI 346 APACHE FIELD LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 12 ACRES 0.291	0.00291	1500
ACCOUNT: 70554600050013000	ADAMS JOHN & GISELLA MARIE ADA 342 APACHE FIELD LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 13 ACRES 0.143	0.00143	1500
ACCOUNT: 70554600050014000	SOUTHERS LAURA 340 APACHE FIELD LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 14 ACRES 0.145	0.00145	1500
ACCOUNT: 70554600050015000	BARRY CELINE ANN 338 APACHE FIELD LN LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 5 Lot 15 ACRES 0.145	0.00145	1500
ACCOUNT: 70554600060001000	WALKER RYAN 316 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 1 ACRES 0.136	0.00136	1500
ACCOUNT: 70554600060002000	PRED A GABRIEL & ELIZABETH 318 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 2 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600060003000	PERRY DEIDRA 320 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 3 ACRES 0.134	0.00134	1500
ACCOUNT: 70554600060004000	SIMMONS MICHAEL 322 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 4 ACRES 0.133	0.00133	1500
ACCOUNT: 70554600060005000	WALLACE RYAN J & TIFFANY 324 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 5 ACRES 0.133	0.00133	1500
ACCOUNT: 70554600060006000	TINNEY MARK A 326 SHOSHONE RIDGE DR LA MARQUE TX 77568	74 2021 PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 6 ACRES 0.132	0.00132	1500

ACCOUNT: 70554600060007000 RAMOS ERIK & VALERIA 328 SHOSHONE RIDGE DR LA MARQUE TX 77568
ACCOUNT: 70554600060008000 COOK MINDY MICHELLE 330 SHOSHONE RIDGE DR LA MARQUE TX 77568
ACCOUNT: 70554600060009000 JONES SHERMAN & IVETTE 332 SHOSHONE RIDGE DR LA MARQUE TX 77568
ACCOUNT: 70554600060010000 VILLAREAL ROLANDO BARRERA 334 SHOSHONE RIDGE DR LA MARQUE TX 77568
ACCOUNT: 70554600060011000 FERGUSON WILLIAM & ALBERTA L 336 SHOSHONE RIDGE DR LA MARQUE TX 77568
ACCOUNT: 70554600060012000 WOYTEK KENNETH 338 SHOSHONE RIDGE DR LA MARQUE TX 77568
ACCOUNT: 70554600060013000 PEREZ ROBERT RAYMOND 340 SHOSHONE RIDGE DR LA MARQUE TX 77568
ACCOUNT: 70554600060014000 MOYLAN MYLES JOSEPH 339 APACHE FIELD LN LA MARQUE TX 77568
ACCOUNT: 70554600060015000 BRITTON THOMAS WAYNE & MARGARE 337 APACHE FIELD LN LA MARQUE TX 77568

74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 7 ACRES 0.132	0.00132	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 8 ACRES 0.131	0.00131	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 9 ACRES 0.131	0.00131	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 10 ACRES 0.131	0.00131	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 11 ACRES 0.13	0.0013	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 12 ACRES 0.13	0.0013	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 13 ACRES 0.136	0.00136	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 14 ACRES 0.149	0.00149	1500
74	2021	PAINTED MEADOWS SEC 4 (2016) ABST 161 BLOCK 6 Lot 15 ACRES 0.133	0.00133	1500
Total			\$204,000.00	

CITY OF LA MARQUE, TEXAS CONSENT

To: NBH Bank (“**Lender**”)

From: The City of La Marque, a municipal corporation and home-rule city in the State of Texas (the “**City**”)

RE: That certain Public Improvement District Development and Financing Agreement, dated November 3, 2003, among the City, La Marque Economic Development Corporation (“**LMEDC**”) and Painted Meadows 1764, Ltd., a Texas limited partnership, as amended by that certain (i) First Amendment to Public Improvement District Development and Financing Agreement, dated as of October 28, 2013, (ii) Second Amendment to Public Improvement District Development and Financing Agreement, dated as of July 14, 2014 and (iii) Third Amendment to Public Improvement District Development and Financing Agreement, dated as of December 21, 2017 (as so amended and as further amended from time to time, the “**Development Agreement**”), relating to the construction and financing of certain improvements within the City of La Marque Public Improvement District No. One (“**Painted Meadows**”)

THIS CITY CONSENT (this “**Consent**”) is delivered by the undersigned to the Lender in connection with (i) that certain assignment and sale agreement (the “**Assignment and Sale Agreement**”) by and between Two Windy Hill Investments LLC, a Texas limited liability company (“**Two Windy Hill**”), and Texas PID Financing II, LLC (the “**Borrower**”), in substantially the form attached hereto as Exhibit A, pursuant to which Two Windy Hill will assign to the Borrower all of Two Windy Hill’s rights to be paid any and all amounts payable to Two Windy Hill from the City, LMEDC and/or Painted Meadows with respect to Section 5 of Painted Meadows (the “**Section 5 Development**”) pursuant to the Development Agreement (the “**Developer Assignment**”), and (ii) that certain Credit Agreement (the “**Credit Agreement**”), by and between the Borrower and the Lender pursuant to which the Borrower will assign to the Lender the Section 5 Reimbursements (as defined in the Credit Agreement) payable to Two Windy Hill pursuant to the Development Agreement (the “**Lender Assignment**”).

The City hereby certifies the following information to and for the benefit of the Lender and upon which the Lender may rely in connection with the Developer Assignment and the Lender Assignment. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

Section 1. In conformity with and pursuant to the requirements of Section 8.6 of the Development Agreement, the City hereby acknowledges, approves and consents to (i) Two Windy Hill’s assignment to the Borrower of the Developer Assignment pursuant to the Assignment and Sale Agreement and (ii) the Borrower’s assignment to the Lender of the Lender Assignment pursuant to the Credit Agreement.

Section 2. The Development Agreement is in full force and effect and is a valid and binding obligation of the City.

Section 3. To the current and actual knowledge of the undersigned, on the date of this Consent, no current defaults exist under any provision of the Development Agreement.

Section 4. The Development Agreement contains the entire understanding and agreement between the City and Two Windy Hill concerning the matters set forth therein and has not been amended or modified, except as provided herein.

Section 5. The City agrees to pay, or cause to be paid, to the Lender any and all amounts owed to Two Windy Hill pursuant to the Development Agreement in accordance with Section 9 below. The City hereby acknowledges and agrees that in the event of any default by Two Windy Hill under the Development Agreement, the City will continue to reimburse the approved and accepted Project Costs listed in Section 6 immediately below, together with interest thereon, to the Lender from Assessments from the Project that have accumulated in the Public Improvement District Fund and/or the Revenue Fund with respect to the Section 5 Development, as such moneys become available, pursuant to the terms of the Development Agreement and to the extent required by the Development Agreement.

Section 6. The accepted qualified Project Costs as of the date of this Consent are \$3,336,401.

Section 7. As of the date of this Consent, the total amount of Project Costs that have been reimbursed by the City and/or LMEDC with respect to the Section 5 Development pursuant to the terms of the Development Agreement is \$143,590, which amount is to be applied against and deducted from the accepted qualified Project Costs listed in Section 6 above.

Section 8. The City confirms the current real estate parcels within Painted Meadows are correctly listed in Exhibit B.

Section 9. The City agrees to remit, or cause to be remitted, all amounts required to be remitted by it and/or LMEDC to Two Windy Hill pursuant to the Development Agreement into the Lender Account. For purposes of this Consent, the “**Lender Account**” shall mean the bank account designated in writing by the Lender received by the City following the approval of this Consent (or such other account that Lender may from time to time designate in writing to the City).

Section 10. This Consent shall be binding upon the City and its successors and assigns, and this Consent shall inure to the Lender’s benefit and the benefit of the Lender’s successors and assigns.

Section 11. The execution, delivery and performance of this Consent by the City and the consummation by it of the transactions contemplated hereby, have been approved by all necessary action on the part of the City, and this Consent constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

Section 12. The City executes this Consent for the benefit of the Lender and acknowledges and agrees that the Lender is a third-party beneficiary of the Development Agreement and that the Lender may exercise any and all rights and privileges granted to Two Windy Hill in the Development Agreement and shall be entitled to directly enforce the

provisions of the Development Agreement (including, without limitation, the obligation of the City to reimburse the Project Costs with respect to the Section 5 Development, together with interest thereon) as if it were a party thereto.

[Signature Page Follows]

Dated: _____, 2021.

CITY OF LA MARQUE,
a municipal corporation and home-rule city in the
State of Texas

By: _____
Name: _____
Title: _____

NBH BANK,
as Lender

By: _____
Name: _____
Title: _____

Exhibit A

Form of Assignment and Sale Agreement

ASSIGNMENT AND SALE AGREEMENT

This Assignment and Sale Agreement, dated as of May [], 2021 (this “Agreement”), is between Two Windy Hill Investments LLC, a Texas limited liability company (the “Seller” or “Two Windy Hill”), and Texas PID Financing II, LLC, a Delaware limited liability company (the “Buyer”).

W I T N E S S E T H :

WHEREAS, the City of La Marque (the “City”), a municipal corporation and home-rule city in the State of Texas, created the City of La Marque Public Improvement District No. One (“Painted Meadows”) by Resolution No. 967;

WHEREAS, on November 3, 2003, the City, La Marque Economic Development Corporation (“LMEDC”) and Painted Meadows 1764, Ltd., a Texas limited partnership (the “Original Developer”), entered into that certain Public Improvement District Development and Financing Agreement (the “Original Agreement”) for the purpose of constructing and financing certain improvements within Painted Meadows;

WHEREAS, on October 28, 2013, the City, LMEDC, the Original Developer, LM Investments LLC, a Texas limited liability company (“Future Phase Developer”), John Howell, Trustee (“Howell Trustee”), Painted Meadow PID Receivable LLC, a Texas limited liability company (“PMPR”) and Castlerock Communities LP (“Section 3 Developer”) entered into that certain First Amendment to Public Improvement District Development and Financing Agreement (the “First Amendment”);

WHEREAS, on July 14, 2014, the City, LMEDC, Future Phase Developer, Howell Trustee, PMPR, Section 3 Developer, LGI Homes-Texas, LLC, a Texas limited liability company (“Section 4 Developer”) and LM Capital Investors, LLC, a Texas limited liability company (“Capital Investors”), entered into that certain Second Amendment to Public Improvement District Development and Financing Agreement (the “Second Amendment”);

WHEREAS, on December 21, 2017, the City, LMEDC, Future Phase Developer, Howell Trustee, PMPR, Section 3 Developer, Section 4 Developer, Capital Investors and Two Windy Hill Investments LLC, a Texas limited liability company (“Section 5 Developer”), entered into that certain Third Amendment to Public Improvement District Development and Financing Agreement (the “Third Amendment”; and the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, the “Development Agreement”));

WHEREAS, pursuant to the Development Agreement and the Plan (as referenced and defined therein), Section 5 of Painted Meadows, consisting of 134 lots (the “Section 5 Development”), has been developed and Assessments have been levied and are being collected and disbursed on the Section 5 Development; and

WHEREAS, the Seller is the current owner and holder of all reimbursement rights with respect to Assessments relating to the Section 5 Development and desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, all of the Seller’s rights to such reimbursement

rights, including, without limitation, any contractual payments or reimbursements required to be paid to the Seller from the City, LMEDC and/or Painted Meadows with respect to the Section 5 Development (collectively, the “Section 5 Reimbursements”).

NOW, THEREFORE, in consideration of the premises and of the commitments made hereunder the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Development Agreement.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells to the Buyer, without recourse, the Section 5 Reimbursements.

3. The Seller hereby makes the following representations for the benefit of the Buyer:

a) The Seller is a limited liability company duly formed and in good standing under the laws of the State of Texas;

b) The execution, delivery and performance by the Seller of this Agreement (i) have been authorized by all necessary limited liability company action on the part of the Seller, and (ii) do not (or would not with the giving of notice, the passage of time or the happening of any other event) result in a violation of, or conflict with, any of its organizational documents;

c) The Seller is the legal and beneficial owner of and has good title to, and the power to transfer, the Section 5 Reimbursements free and clear of all liens, security interests or other encumbrances; and

d) No consent of any other person and no authorizations or other action by, or notice to or filing with, any governmental authority is required for (i) the execution, delivery or performance by the Seller of this Agreement or (ii) the sale and assignment by the Seller of the Section 5 Reimbursements pursuant to this Agreement, except, in each case, for those which have been duly obtained or made.

4. It is the express intent of the parties hereto that the transfer of the Section 5 Reimbursements by the Seller to the Buyer as provided in this Agreement be, and be construed as, an absolute sale of the Section 5 Reimbursements. It is, further, not the intention of the parties that such transfer be deemed the grant of a security interest in the Section 5 Reimbursements by the Seller to the Buyer to secure a debt or other obligation of the Seller. In the event, however, that, notwithstanding the intent of the parties, the Section 5 Reimbursements are held to be the property of the Seller, or if for any other reason this Agreement is held or deemed to create a security interest in the Section 5 Reimbursements, then this Agreement shall constitute a security agreement. Without derogating from the intent of the parties as set forth above, the Seller hereby grants to the Buyer, to secure all of the Seller’s obligations hereunder, a security interest in all of the Seller’s right, title, and interest, if any, whether now owned or hereafter acquired, in and to the Section 5 Reimbursements and all proceeds thereof.

5. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

6. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be effective for purposes of binding the parties hereto, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (i.e., a “pdf” or “tif”), including email, shall be effective as delivery of a manually executed counterpart of this Agreement. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this agreement in a usable format.

7. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law: (a) the other provisions of this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (b) the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

[remainder of page left intentionally blank]

IN WITNESS whereof this Assignment and Sale Agreement has been entered into the date first above written.

TWO WINDY HILL INVESTMENTS LLC

By: _____
Name: _____
Title: _____

TEXAS PID FINANCING II, LLC

By: _____
Name: _____
Title: _____

Exhibit B

Current Assessed Parcels

[illegible]

Tax Roll LiTax Year = 2021 TU	YEAR	ACRESACLEVY	ACCOUNT1APD NUM 5.55E+14 OWNER: SFR JV-1 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735	75	2021 LOT 12 BLK 5 PAINTED MEADOWS SEC 5 (2019) ABST 161	0	\$865.00	TaxRollSimple.rpt Revised 09/10/2008
Tax Roll LiTax Year = 2021 TU	YEAR	ACRESACLEVY	ACCOUNT1APD NUM 5.55E+14 OWNER: SFR JV-1 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735	75	2021 LOT 13 BLK 5 PAINTED MEADOWS SEC 5 (2019) ABST 161	0	\$865.00	TaxRollSimple.rpt Revised 09/10/2008
Tax Roll LiTax Year = 2021 TU	YEAR	ACRESACLEVY	ACCOUNT1APD NUM 5.55E+14 OWNER: SFR JV-1 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735	75	2021 LOT 14 BLK 5 PAINTED MEADOWS SEC 5 (2019) ABST 161	0	\$865.00	TaxRollSimple.rpt Revised 09/10/2008
Tax Roll LiTax Year = 2021 TU	YEAR	ACRESACLEVY	ACCOUNT1APD NUM 5.55E+14 OWNER: SFR JV-1 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735	75	2021 LOT 15 BLK 5 PAINTED MEADOWS SEC 5 (2019) ABST 161	0	\$865.00	TaxRollSimple.rpt Revised 09/10/2008
Tax Roll LiTax Year = 2021 TU	YEAR	ACRESACLEVY	ACCOUNT1APD NUM 5.55E+14 OWNER: SFR JV-1 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735	75	2021 LOT 16 BLK 5 PAINTED MEADOWS SEC 5 (2019) ABST 161	0	\$865.00	TaxRollSimple.rpt Revised 09/10/2008
Tax Roll LiTax Year = 2021 TU	YEAR	ACRESACLEVY	ACCOUNT1APD NUM 5.55E+14 OWNER: SFR JV-1 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735	75	2021 LOT 17 BLK 5 PAINTED MEADOWS SEC 5 (2019) ABST 161	0	\$865.00	TaxRollSimple.rpt Revised 09/10/2008
Tax Roll LiTax Year = 2021 TU	YEAR	ACRESACLEVY	ACCOUNT1APD NUM 5.55E+14 OWNER: SFR JV-1 PROPERTY LLC	PO BOX 15087	SANTA ANA CA 92735	75	2021 LOT 18 BLK 5 PAINTED MEADOWS SEC 5 (2019) ABST 161	0	\$865.00	TOTAL 75 \$72,660.00



CITY COUNCIL AGENDA FORM

Meeting Date: May 17, 2021

Prepared by: Suzy Kou

Department: Finance

Agenda item: 5c

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion relating to adopting Ordinance No. **O-2021-0010**, establishing the method of calculation of the increment for TIRZ 2 as the “taxable value approach” pursuant to Section 311.012 of the Texas Tax Code
THIS IS THE FIRST READING

☒

ATTACHMENTS FOR REFERENCE

1. Proposed Ordinance

STAFF BRIEFING:

- TIRZ 2 was set up beginning in 2019 and \$15,000 was provided by Council as start-up money for the TIRZ fund
- The last TIRZ 2 meeting of the TIRZ Board was held prior to the onset of COVID-19
- Taxes on the increment are due to the fund when taxes are received by the City from the assessor for tax year 2021
- Cheryl Johnson provided information to the City regarding the estimated increment for tax year 2021 based on the default approach to calculating the increment, as well as information that the proportion of the increment due to the TIRZ would increase if the City passed an ordinance changing the calculation method for the increment from the default approach to the taxable value approach
- The difference in the two approaches is estimated to be approximately \$8,500; this is the amount that will be owed to the TIRZ instead of the City general fund if the taxable value approach is adopted

HISTORY: N/A

TARGET IMPLEMENTATION: N/A

SIGNIFICANT ACTION DATES: N/A

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



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 | |

Other Funding	
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STAFF'S RECOMMENDATION: Recommend to adopt Ordinance No. **O-2021-0010**, establishing the method of calculation of the increment for TIRZ 2 as the "taxable value approach" pursuant to Section 311.012 of the Texas Tax Code

FISCAL IMPACT: A change in the proportion of taxes paid to the City versus the TIRZ, estimated to be approximately \$8,500.

ORDINANCE NO. O-2021-0010

AN ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS AMENDING ORDINANCE O-2019-0002 CREATING REINVESTMENT ZONE NUMBER TWO, CITY OF LA MARQUE, TEXAS, BY AMENDING THE METHOD OF INCREMENT CALCULATION PURSUANT TO SECTION 311.012 OF THE TEXAS TAX CODE; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Ordinance No. O-2019-0002 (the "Creation Ordinance") established Reinvestment Zone Number Two, La Marque, Texas (the "Zone"); and

WHEREAS, the Creation Ordinance for the Zone did not establish a method of calculation of the increment pursuant to Section 311.012 of the Texas Tax Code; and

WHEREAS, Council finds that establishing the method of calculation of the increment as the "taxable value approach" pursuant to Section 311.012 of the Texas Tax Code is consistent with the Zone Financing Plan; and

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

Section 1. That Section 5 of Ordinance O-2019-0002 is amended to read as follows:

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"). Further, the tax increment for any year shall be the amount of property taxes levied and assessed by the unit for that year on the captured appraised value of real property taxable by the unit and located in the Zone, and the County Tax Assessor Collector is authorized and directed to use the taxable value approach in calculating the base value and/or tax increment.

Section 2. **Repeal.** This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 3. **Severability.** 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 is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision 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. **Publication and Effective Date.** This ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this Ordinance and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter. Further, this Ordinance shall apply to calculations completed after this Ordinance becomes effective, including calculation of the tax increment for tax year 2020.

PASSED, AND APPROVED by the City Council of the City of La Marque on First Reading this _____ day of _____ 2021; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, 2021.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Leigh Purnell, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: May 17, 2021

Agenda item: 5d

Prepared by: Derra Purnell

Reviewed by: Charlene Warren/

Charles Jackson

Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion relating to adopting Ordinance No. O-2021-0008, amending Chapter 71, "Zoning," of the City Code of Ordinances by repealing the Thoroughfare Overlay Zoning District and adopting two new commercial zoning districts entitled (C-3) Corridor Commercial and (C-4) Interstate Commercial, and adopting zoning regulations applicable to these districts THIS IS THE FIRST READING

X

ATTACHMENTS FOR REFERENCE

1. Proposed Ordinance

STAFF BRIEFING:

- The Thoroughfare Overlay District currently applies to the front 300 feet of property along certain major thoroughfare streets
- This overlay district has received many negative comments from prospective developers and local property owners because it is very restrictive and confusing to apply
- The proposed regulations repeal the thoroughfare overlay district and replace it with two new commercial districts
- The two commercial districts recognize the differences between development restrictions that should apply to I-45 fronting commercial properties and commercial properties fronting other major thoroughfares
- Planning and Zoning Commission recommended approval of the proposed regulations
- The only public comments received regarding the proposed new regulations have been in support of the change, but have not been written comments

HISTORY:

3/16/21 - Preliminary review and comment by Planning and Zoning Commission on regulation changes and zoning map updates

4/20/21 - Public hearing before Planning and Zoning Commission on regulation changes and zoning map updates; recommended approval of both

TARGET IMPLEMENTATION: June 21, 2021

SIGNIFICANT ACTION DATES:

6/21/21 - public hearing before Council on 2nd reading, subject to approval on first reading by Council



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 Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Recommend to adopt Ordinance No. **O-2021-0008**, amending Chapter 71, "Zoning," of the City Code of Ordinances by repealing the Thoroughfare Overlay Zoning District and adopting two new commercial zoning districts entitled (C-3) Corridor Commercial and (C-4) Interstate Commercial, and adopting zoning regulations applicable to these districts

FISCAL IMPACT: N/A

ORDINANCE NO. O-2021-00**

AN ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS AMENDING CHAPTER 71, "ZONING," OF THE CITY CODE OF ORDINANCES BY REPEALING THE THOROUGHFARE OVERLAY ZONING DISTRICT AND ADOPTING TWO NEW COMMERCIAL ZONING DISTRICTS ENTITLED (C-3) CORRIDOR COMMERCIAL AND (C-4) INTERSTATE COMMERCIAL; ADOPTING ZONING REGULATIONS APPLICABLE TO THESE DISTRICTS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City zoning regulations currently include a Thoroughfare Overlay District that applies to the front 300 feet of any property along certain major thoroughfares;

WHEREAS, the Thoroughfare Overlay District did not distinguish between property fronting I-45 and property fronting other major thoroughfares;

WHEREAS, the proposed zoning regulations replace the Thoroughfare Overlay District with two new commercial zoning districts that promote development more specific to the type of thoroughfare on which a property is located;

WHEREAS, the Zoning Commission recommended approval of these proposed changes to the zoning regulations; and

WHEREAS, the Zoning Commission and the City Council have conducted, in the time and manner required by law, a public hearing on the proposal to change the zoning regulations;

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

Section 1. That the following Sections of Chapter 71, "Zoning," of the City of La Marque Code of Ordinances ("City Code") are hereby renumbered as follows:

Section 71-29, Residential Canal Zone, is renumbered as Section 71-13;

Section 71-13, (C-1) General Commercial, is renumbered as Section 71-14;

Section 71-14, (C-2) Restricted Commercial, is renumbered as Section 71-15;

Section 71-15 (I-1) Light Industrial, is renumbered as Section 71-18;

Section 71-16 (I-2) Heavy Industrial, is renumbered as Section 71-19;

Section 71-18, (PD) Planned Development, is renumbered as Section 71-20;

Section 71-17, (MHP) Manufactured Home Park, is renumbered as Section 71-22;

Section 71-19, (FP) Floodplain District, is renumbered as Section 71-23;

Section 71-20, Schedule of District Regulations, is renumbered as Section 71-27 and any reference to “Section 71-20” is hereby amended to refer to “Section 71-27”;

Section 71-22, Parking Space Regulations, is renumbered as Section 71-29; and

Section 71-23, Nonconforming Uses, is renumbered as Section 71-30.”

Section 2. Chapter 71, “Zoning” of the City Code is amended by adding Sections 71-16, “C-3 Corridor Commercial,” and 71-17, “C-4 Interstate Commercial,” that shall read as follows:

“Sec. 71-16. - C-3 Corridor Commercial.

- (a) *Purpose.* The C-3 district is established to accommodate those uses that are considered appropriate for major corridors within the City. Design requirements for this district are intended to enhance the appearance of these corridors and promote public and private investment in a manner that encourages unified high-quality development.
- (b) *Generally.*
 - (1) All business, servicing or processing, except for off-street parking, off-street loading and automobile service station operation, shall be conducted within completely enclosed buildings, except as otherwise provided.
 - (2) The activity and business shall be conducted within completely enclosed buildings, except for retail display yards attached to a main building and completely enclosed by masonry, wrought iron or similar fencing, not to exceed 25% of the total floor area of the main building. Wood fences and chain link shall be prohibited. except when powder coated chain link with opaque vinyl slats with masonry columns is used.
 - (3) No use hereunder shall be permitted if said use entails storage of inoperable cars or equipment, shipping containers, or any other item storage except that provided in subsection 2, above, or accessory to a use authorized by a conditional use permit and subject to specific conditions of the conditional use permit (if a CUP has not been granted showing the storage on the site plan, storage shall not be authorized).
 - (4) All merchandise shall be sold at retail on the premises.
 - (5) Parking of trucks as an accessory use, when used in the conduct of a permitted business listed in this section, shall be limited to vehicles of not over 1½-ton capacity when located within 150 feet of a residential zoning district boundary line.

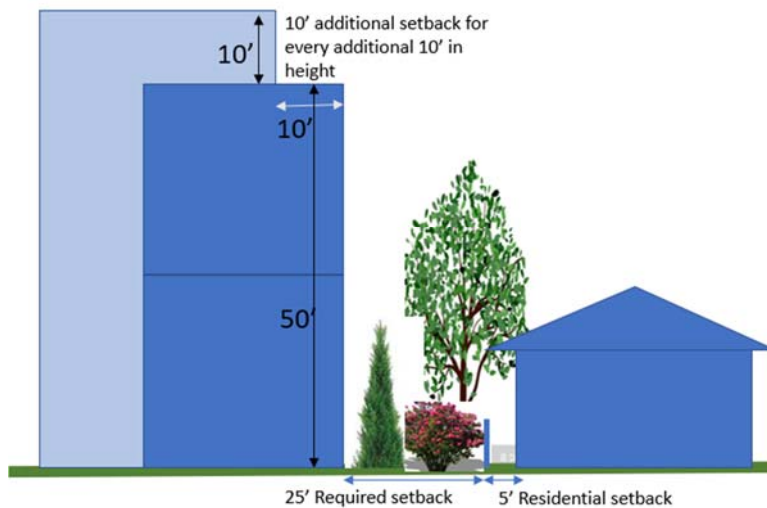
(c) *Uses permitted.* The following uses shall be permitted:

- (1) Multi-family apartment complexes, condominiums or hotels, provided the zoning lot is not less than 2 acres, the number of units is more than 50, and at least two amenities and 2 courtyards, parks or green spaces are provided (this requirement may also be met by means of continuous sidewalk accessible within 500 feet of every unit running continuously to at least two publicly usable parks); Further, these uses shall comply with the same screening, landscaping and miscellaneous requirements as those required in Section 71-17(g)-(j);
- (2) Neighborhood retail sales and service;
- (3) Business offices;
- (4) Professional offices, such as, doctors, dentists, attorneys, chiropractors, psychologists, insurance, real estate, architects, engineers, accountants, building contractors, and other similar uses;
- (5) Clinics, both medical and dental, that could include pharmaceutical sales, provided that such pharmacies are complementary to the primary clinic use of the structure. Other similar medical or dental, diagnostic or therapeutic facilities (except residences) are permitted;
- (6) Bakeries, cafes, confectioneries, ice cream shops, and restaurants that prepare foodstuffs for onsite retail sale only;
- (7) Automobile parking lots and structures, if accessory to a primary use;
- (8) Other neighborhood retail sales or service uses, which are similar in character to those enumerated above, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment or value of any property;
- (9) Churches;
- (10) Public utility and public service uses;
- (11) Printer;
- (12) Antique shops;
- (13) Art galleries and museums;
- (14) Banks and financial institutions;
- (15) Camera and photographic supply stores;
- (16) Coin and philatelic stores;
- (17) Department stores;
- (18) Grocery stores;

- (19) Florist shops and conservatories;
- (20) Furniture stores;
- (21) Travel bureaus and transportation ticket offices;
- (22) Household appliance stores including sales and services;
- (23) Leather goods and luggage stores;
- (24) Loan offices;
- (25) Musical instruments sales and repair; office supply stores; optical sales;
- (26) Physical culture and health services and reducing salons;
- (27) Picture framing;
- (28) Sporting goods stores;
- (29) Tailor shops;
- (30) Theaters, indoor and outdoor;
- (31) Trade Schools, private testing centers, and learning service providers;
- (32) China and glassware stores;
- (33) Clothing and costume rental stores;
- (34) Employment agencies;
- (35) Upholstery shops;
- (36) Water softener sales and services;
- (37) Indoor boat and RV storage facilities, provided all storage is within enclosed and roofed buildings only
- (38) Drycleaners;
- (39) Recreational vehicle parks;
- (40) Auto body operations;
- (41) Automobile accessory stores;
- (42) Automobile service stations;
- (43) Blueprinting and photostatting establishments;
- (44) Business machine sales and service establishments;
- (45) Carpet and rug stores;
- (46) Catering establishments;
- (47) Theaters, lodges, assembly halls, auditoriums;

- (48) Tire repair shops;
 - (49) Commercial recreation uses, including bowling alleys, arcades, golf driving ranges, gymnasiums, miniature golf courses, pool halls, swimming pools and skating rinks;
 - (50) Package distribution facilities;
 - (51) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operation and secondary to the principal use;
 - (52) Paint and wallpaper stores;
 - (53) Phonograph, record, sound equipment and sheet music stores;
 - (54) Schools for music, dance, business or trade;
 - (55) Other retail sales and service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing at, or enjoyment, or value of, any property, but not including any of the following uses:
 - a. Any use permitted only in an I-1 or I-2 district;
 - b. Manufacturing and processing other than an accessory use customarily incidental to permitted commercial sales and service uses; or
 - c. Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or which may impose hazard to health or property.
- (d) *Conditional uses.* The following conditional uses may be allowed in the C-3 district subject to the provisions of section 71-6.
- (1) Dwelling units exceeding a total gross floor area of 5,000 square feet of dwelling units and located on the second floor or above the ground floor of a commercial building.
 - (2) Any use permitted only in a C-1 district, provided that the lot shall be not less than two acres, is not adjacent to any residential zoning district, and complies with the same screening, landscaping, and miscellaneous requirements as those required in Section 71-16(g)-(j).
- (e) *Area; yard; and lot coverage requirement.* The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), and maximum percent of lot coverage, as pertains to this district, shall conform with the provisions of section 71-27, schedule of district regulations, and other applicable provisions of section 71-21 Supplementary district regulations.

- (f) *Height.* Height of buildings shall be limited to 50' plus an additional 10' of allowed height for every additional 10' of setback provided from the nearest property line beyond the required setback in section 71-27; provided, however: (i) required residential landscaping and screening buffers shall not be treated as providing additional setback; and (ii) where landscaping and screening buffers are required due to adjacent residential uses or zoning districts, additional setbacks provided to increase allowed building height shall be measured from the nearest required screening or landscaping buffer inner edge. Height limitations shall not apply to decorative elements of buildings that do not include any air conditioned floorspace.



- (g) *Automobile parking space regulations.* For parking space regulations, see section 71-22.

Sec. 71-17. - C-4 Interstate Commercial.

- (a) *Purpose.* The C-4 district is established to provide for more intense non-residential mixed-use development that provides a pedestrian oriented environment. The district is intended to include uses such as retail, commercial, professional offices, entertainment, hospitality, and service businesses for both the City and the region that benefit from location along Interstate Highway 45 (IH-45) and service the community. The purpose of this zoning category is to guide new development and redevelopment along the IH-45 by establishing enhanced standards that increase the quality of development and minimize impacts on abutting residential uses.
- (b) *Generally.*
- (1) All business, servicing or processing, except for off-street parking, off-street loading and automobile service station operation, shall be

conducted within completely enclosed buildings, except as otherwise provided.

- (2) The activity and business shall be conducted within completely enclosed buildings, except for retail display yards attached to a main building and completely enclosed by masonry, wrought iron or similar fencing, not to exceed 25% of the total floor area of the main building. Wood fences and chain link shall be prohibited.
 - (3) No use hereunder shall be permitted if said use entails storage of inoperable cars or equipment, shipping containers, or any other item storage except that provided in subsection 2, above.
 - (4) All merchandise shall be sold at retail on the premises.
- (c) *Uses permitted.* The following uses shall be permitted:
- (1) Unified Business Development, which shall include only: (i) mixed commercial and residential uses that are master-planned as a consistent and integrated development, as shown by development under the same General Plan or on the same tract; (ii) development including pedestrian sidewalks or walkways throughout; (iii) a minimum area of development of five (5) contiguous acres; and (iv) development that involves more than ten thousand (10,000) square feet of new or refurbished building floor area that consists of a combination of two (2) or more principal uses (in addition to multi-family apartment complexes, condominiums or hotels). Unified Business Development may not include: (i) uses with only drive-in or drive-through facilities (e.g., banks, dry cleaners, pharmacies, restaurants, etc.); (ii) uses (ii) Vending kiosk/automated teller machine (ATM) that are not attached to or within the interior of a building (i.e., ATMs cannot be in a stand-alone structure intended solely for housing one or more ATMs).
 - (2) Multi-family apartment complexes, condominiums or hotels, provided the use is part of a Unified Business Development is does not exceed 40% of the development, the number of units is more than 50, and at least two amenities and 2 courtyards, parks or green spaces are provided (this requirement may also be met by means of continuous sidewalk accessible within 500 feet of every unit running continuously to at least two publicly usable parks);
 - (3) Department and grocery stores;
 - (4) Neighborhood retail sales and service, not including sales of vehicles, trailers or heavy equipment of any kind;
 - (5) Business offices;

- (6) Professional offices, such as, doctors, dentists, attorneys, chiropractors, psychologists, insurance, real estate, architects, engineers, accountants, building contractors, and other similar uses;
- (7) Clinics, both medical and dental, that could include pharmaceutical sales, provided that such pharmacies are complementary to the primary clinic use of the structure. Other similar medical or dental, diagnostic or therapeutic facilities (except residences) are permitted;
- (8) Bakeries, cafes, confectioneries, ice cream shops, and restaurants that prepare foodstuffs for onsite retail sale only;
- (9) Automobile parking lots and structures if accessory to a primary use and used for customer and employee parking only;
- (10) Banks and financial institutions;
- (11) Musical instruments sales and repair; office supply stores; optical sales;
- (12) Florist shops and conservatories;
- (13) Picture framing;
- (14) Sporting goods stores;
- (15) Tailor shops;
- (16) Indoor theaters;
- (17) Travel bureaus and transportation ticket offices;
- (18) Trade Schools, private testing centers, and learning service providers;
- (19) Automobile service stations, provided that in addition to parking requirements for a particular use, additional parking equal to three times the number of service bays is provided;
- (20) Carpet and rug stores;
- (21) Catering establishments;
- (22) China and glassware stores;
- (23) Clothing and costume rental stores;
- (24) Employment agencies;
- (25) Interior decorating shops, including upholstering and making of draperies, slipcovers, and other similar articles when conducted as part of the retail operation and secondary to the principal use;
- (26) Paint and wallpaper stores;
- (27) Schools for music, dance, business or trade;

- (28) Water softener sales and services;
- (29) Commercial recreation uses, including bowling alleys, arcades, golf driving ranges, gymnasiums, miniature golf courses, pool halls, swimming pools and skating rinks;
- (30) Other retail sales and service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing at, or enjoyment, or value of, any property, but not including any of the following uses:
 - a. Any use permitted only in an I-1 or I-2 district;
 - b. Manufacturing and processing other than an accessory use customarily incidental to permitted commercial sales and service uses; or
 - c. Any use which is objectionable by reason of emission of odor, dust, smoke, gas, vibration or noise, or which may impose hazard to health or property.
- (d) *Conditional uses. Conditional uses.* The following conditional uses may be allowed in the C-4 district subject to the provisions of section 71-6.
 - (1) Any use permitted in the C-3 zoning district without requiring a conditional use permit, provided that the lot shall be not less than five acres and complies with the same screening, landscaping and miscellaneous requirements as those required in Section 71-16(g)-(j).
- (e) *Area; yard; and lot coverage requirement.* The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of section 71-27, schedule of district regulations, and other applicable provisions of section 71-21, Supplementary district regulations.
- (f) *Height.* Height of buildings shall be limited to 50' plus an additional 10' of allowed height for every additional 10' of setback provided from the nearest property line beyond the required setback in section 71-27; provided, however:
 - (i) required residential landscaping and screening buffers shall not be treated as providing additional setback; and
 - (ii) where landscaping and screening buffers are required due to adjacent residential uses or zoning districts, additional setbacks provided to increase allowed building height shall be measured from the nearest required screening or landscaping buffer inner edge. Height limitations shall not apply to decorative elements of buildings that do not include any air conditioned floorspace.
- (g) *Screening requirements.*
 - (1) Outside storage shall be screened on all sides by a solid opaque brick or stone wall of not less than six feet in height measured at the highest

finished grade, constructed in accordance with general design standards of the city.

- (2) Trash receptacle shall be visually screened on three sides by a solid, opaque brick or stone wall not less than six feet in height, measured at the highest finished grade. The height of the trash receptacle shall not exceed the height of the screening. Screening shall not be required on the side used for access by garbage collection services. Such side shall not face less than 45 degrees from any adjacent street. Trash receptacles already enclosed by a solid, opaque brick or stone wall of at least six feet in height measured at the highest finished grade shall not be required to provide additional screening.
- (3) Any fencing, required or otherwise shall be a solid, brick or stone wall or wrought iron wall of not more than eight feet in height, measured at the highest finished grade.
- (4) Roof mounted equipment including but not limited to, storage tanks, compressor units, satellite dishes, vent stacks greater than four inches in diameter, and elevator machinery, shall be integrated into the building design and screened from view from the adjacent streets and public facilities. Rooftop screening shall use building materials similar to the facade of the building to which such items are located, to create a smooth, clean, integrated appearance. For purposes of this section, a highway or interstate frontage road shall be designated as an adjacent street. Any existing building or structure which becomes diminished 50 percent or more in assessed value due to fire, storms or other calamity shall, if rebuilt or repaired, be done so in compliance with this section.

(h) *Landscaping requirements.*

- (1) Front yard landscaping for non-residential and multifamily developments shall be required. A minimum of one shade tree (minimum diameter of two-inch caliper measured at six inches above ground level at the time of planting) shall be planted for each 30 linear feet of landscape buffer. A minimum of ten shrubs (a minimum of three feet tall at the time of planting) shall be planted for each 30 linear feet of landscape buffer. All other areas within the landscape buffer shall be covered with grass, or another solid vegetative cover approved at the time of site plan approval.
- (2) Landscaping shall be required to screen the parking areas along major thoroughfares and collectors when nonresidential parking areas are located on the nonresidential lot such that they are adjacent to such roadways (i.e., there is no building between the parking area and the lot line adjacent to the roadway). In such cases, parking areas should be screened by a continuous hedge of shrubs that are maintained at a height of no more than thirty-six inches (36") nor less than twenty-four inches (24") as measured

from the surrounding soil line and at a minimum thirty-six inch (36") spacing.

- (3) A minimum of one shade tree (minimum diameter of two-inch caliper measured at six inches above ground level at the time of planting) shall be planted for every fifty (50) parking spaces. Each tree shall be planted on an island that is a minimum dimension of six (6) feet.
- (i) *Buffer requirements.* A nonresidential or multifamily use adjacent to a single-family use or zone shall provide a minimum twenty (20) feet landscape buffer adjacent to the property line of the residential use or residentially zoned property. A nonresidential use that is adjacent to a multifamily development shall provide a minimum of ten-foot landscape buffer adjacent to the property line of such residential use or residentially used property. Industrial uses shall be required to install a 40-foot buffer when adjacent to all residential uses or zones (R-1, R-2, and R-3 properties).

In addition to the above-mentioned landscaping, a six-foot solid masonry (brick, stone, precast concrete or similar) screening fence shall be provided behind the landscaping buffer that abuts residential uses and zones.

- (j) *Miscellaneous requirements.*
- (1) All areas used for outside display or storage in conjunction with any use involving storage or display of motor vehicles, manufactured homes, trailers or boats, regardless of whether such areas are screened from public view, shall have a concrete surface, constructed in accordance with the standards prescribed by the city.
 - (2) All utilities within 200 feet of the property line, which will serve parcel, shall be installed underground, except for any transmission line or feeder lines, either existing or proposed; provided that, such transmission or feeder lines shall be located within a designated paved easement or alleyway provided by the property owner.
 - (3) Any renovation of an existing building or structure which adds 50 percent or more of either: (i) assessed value to such building or structure as shown by the Galveston County Appraisal District, or (ii) 30% more floor area to such building or structure, shall be in compliance with this section, including compliance of the parcel with all landscaping, fencing and screening requirements.
 - (4) Landscaping shall cover a minimum of 15 percent of the of the total land area of any property.
 - (6) Requirements in Section 71-27. - Schedule of district regulations, will apply, unless otherwise stated herein.
- (k) *Monument sign regulations.*
In the C-4 Interstate Commercial Zoning District only, notwithstanding Section 71-28 of the City Code, monument signs, defined as on-premises signs with

width of the base not less than 50% width of the sign face (signs may have two supports where the combined width of the supports is not less than 50% of the width of sign face) meeting all of the following requirements are authorized within the C-4 zoning district:

- (1) Maximum effective sign area shall be 160 square feet for multi-tenant (2 or more tenants) or 100 square feet for single tenant (Excludes area of the sign base);
- (2) Maximum number of monument signs shall be one per 500 feet of street frontage, plus 1 for each additional 125 feet of frontage (Sites with multiple street frontage shall be permitted one (1) sign per street frontage; Sites with multiple tenants may have one multiple tenant sign per 500 feet of street frontage, plus 1 for each additional 125 feet of frontage, in addition to one ground monument sign per tenant every 125 feet of street frontage);
- (3) Sign base shall be a minimum 2' tall and sign bases may not be used as effective sign area or for advertising of any kind;
- (4) Maximum sign height for a monument sign shall be 25 feet for single tenant and 55 feet for multi-tenant monument signs as measured from the ground;
- (5) Monument signs shall be surrounded by a landscape bed(s) that extend a minimum of three feet (3') from the base of the ground structure of the sign;
- (6) Minimum sign setback shall be 10 feet (measured from the nearer of the property line or right-of-way line of the street the sign is facing);
- (7) A monument sign may not be located within 50 feet of any another freestanding sign on another premises;
- (8) A monument sign may not be located within 125 feet of another freestanding sign on the same premises;
- (9) A monument sign may not be placed or located within the public Right-of-Way unless the City gives its written consent to the encroachment;
- (10) The use of "project identification" signs in the form of monument signs are encouraged; the effective sign area of the project identification language shall be exempt from the maximum effective sign face area limitation, provided the project identification language is the same language and font appearing at least 3 times on a parcel or adjacent parcels of two acres or more; and
- (11) All monument signs, including the base, must be designed and constructed to substantially appear as a solid mass, such as a cylinder, block, rectangle, or square, from ground level to the highest portion of the sign excluding the base. All monument signs, including the base, must be made of masonry, metal, routed wood planks or beams, or durable plastic; provided, however:
- (12) Unified business developments that meet the requirements of Section 71-17(c) shall be exempt from the maximum effective sign face area and distance limitations of this Subsection 71-17(k) under the following conditions: (i) approval of a general plan, pursuant to Chapter 41,

Article IV, that includes a detailed sign plan; (i) the detailed sign plan approved with the general plan includes dimensions for all monument sign locations, sign face areas, and height; (ii) the monument signs do not exceed the height limitations provided in this Subsection 71-17(k); and (iii) the combined effective sign face area for the entire detailed sign plan (excluding the sign face area of billboard signs and signs that are not freestanding, i.e., are attached to a building) shall not exceed 40 square feet per acre of development included in the unified business development.

(l) *Billboard sign regulations.*

In the C-4 Interstate Commercial Zoning District only, notwithstanding Section 71-28 of the City Code, an existing off-premises or on-premise billboard sign shall be authorized for use in its current location or relocation to or within the C-4 zoning district, provided the sign meets the following regulations:

- (1) The existing billboard sign is currently located on a parcel in the C-4 zoning district;
- (2) The billboard sign is located or proposed to be relocated to a point at least 2,000 feet from any other billboard sign;
- (3) The maximum effective sign area for a billboard sign shall be the large of the existing billboard sign face or 600 square feet;
- (4) A billboard sign base shall be a minimum 60' tall and sign bases may not be used as effective sign area or for advertising of any kind;
- (5) Maximum billboard sign height shall be 100 feet measured from the ground;
- (6) Billboard signs shall be surrounded by a landscape bed(s) that extend a minimum of three feet (3') from the base of the ground sign structure;
- (7) Minimum sign setback shall be 10 feet (measured from the nearer of the property line or right-of-way line of the street the sign is facing);
- (8) A billboard sign may not be located within 125 feet of any monument sign; and
- (9) A billboard sign may not be placed or located within the public right-of-way unless the City gives its written consent to the encroachment.

(n) *All other sign regulations for C-4 Interstate Commercial Zoning District.*

All signs other than freestanding signs, including signs attached to buildings, shall comply with Section 71-28. Signs partially attached to a building shall not be permitted."

Section 3. Section 71-27, "Schedule of District Regulations," of the City Code is amended to read as follows:

"Sec 71-27. - Schedule of district regulations.

	AG	R-1	R-2	R-3	C-1	C-2	C-3	C-4	I-1	I-2	MH
Maximum height (ft.)	50	35	45	45	50	40	50*	50*	50	50	35
Minimum side yard (ft.)	10	5*	5*	5*	5	5	5**	5**	5	5	5
Minimum rear yard (ft.)	10	10	10	10	10	10	10**	10**	10	10	10
Minimum front yard (ft.)	20	20	20	20	20	20	30***	40***	20	20	20
Minimum lot area (sq. ft.)	2 acres	6,000	7,500	7,500	A	A	7,500	7,500	6,000	6,000	6,000
Minimum building size (sq. ft.)	1,000	1,000	B	B	NA	NA	1,000	1,000	NA	NA	6,000
Masonry and roofing	NA	C	C	C	NA	C	NA	C	NA	NA	NA
Minimum lot width (ft.)	60	60	60	60	A	60	60	60	A	A	D
Minimum lot depth (ft.)	120	120	120	120	A	120	120	120	A	A	D
Maximum lot coverage by buildings and impervious cover (%)	A	75	75	75	A	A	75	75	A	A	75

Notes:

- A None required except where a nonresidential use abuts a residential lot the requirement shall be the same as the adjoining residential zone and shall comply with visibility and parking requirements as provided within this chapter.
- B Minimum building size shall be for one bedroom unit: 650 square feet; two bedroom: 780 square feet; three bedroom: 930 square feet.
- C Masonry requirements shall mean the entire front facade (wall) for non-corner lots and the two street-facing facades for corner lots; provided, however, the exterior of additions and/or modifications to existing single-family residential structures and accessory buildings to such structures shall consist of materials consistent with the exterior of the existing structure. "Masonry" shall include brick, stone, glass, including concrete or similar façade materials that mimic brick or stone.
- D The requirements of Chapter 41, Article II, shall apply.

- * Plus, an additional 10' of allowed height for every additional 10' of setback provided from the nearest property line beyond the required setback, subject to Section 71-16 or 71-17, as applicable for the zoning district.
- ** Subject to the buffer requirements of Section 71-16 or 71-17, as applicable for the zoning district.
- *** Provided, however, this setback may be reduced to 20 feet if a 10-foot landscape buffer is provided at or near the front property line."

Section 4. Penalty. As provided in Section 71-3 of the City Code, Any person who shall violate any of the provisions of this ordinance or who shall fail to comply therewith or with any of the requirements t hereof, or who shall erect or alter any building, or who shall commence to erect or alter any building in violation of any detailed statement of plan submitted or approved t hereunder, shall for each violation or noncompliance be deemed guilty of a misdemeanor , and upon conviction, shall be fined as provided in section 1-7 of the City Code. The owner of that building or premises or part thereof where anything in violation of this chapter shall be placed or shall exist, and any architect, builder, contractor, agent or corporation employed in connection therewith who may have assisted in the commission of any such violation shall be subject to the penalties herein provided.

Section 5. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 6. Severability. 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 is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision 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 7. Publication and Effective Date. This ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED, AND APPROVED by the City Council of the City of La Marque on First Reading this _____ day of _____ 2021; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, 2021.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Leigh Purnell, City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: May 17, 2021

Agenda item: 5e

Prepared by: Derra Purnell

Reviewed by: Charlene Warren/

Charles Jackson

Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion relating to adopting Ordinance No. O-2021-0009, amending the City's zoning map, master plan and comprehensive plan by adopting an amended and updated official zoning map of the City of La Marque, to serve as the "Master Plan", pursuant to City Charter and "Official Zoning Map" pursuant to City Code Chapter 71, "Zoning" THIS IS THE FIRST READING

X

ATTACHMENTS FOR REFERENCE

1. Proposed Ordinance

STAFF BRIEFING:

- Planning and Zoning Commission considered large-scale (meaning more than 200 notices would be required to property owners within 200 feet of affected parcels) updates and corrections to the zoning map
- The updates to the map being considered will not create any non-conforming uses and are intended to lessen the burden on property owners by updating the map and correcting zoning map errors
- The new Zoning Map includes the following categories of amendments: (i) parcels zoned "public" changed to either (R-1) Single-Family Residential or (C-1) General Commercial based on existing use and zoning of adjacent parcels; (ii) parcels currently in the Thoroughfare Overlay District changed to either (C-3) Corridor Commercial or (C-4) Interstate Commercial; (iii) R-1 Single Family Residential properties that front I-45 for which the owner has submitted a written request to change to a commercial zoning district are proposed to be changed to C-4 Interstate Commercial; and (iv) incorporation of previously passed zone change ordinances and clerical corrections
- The only public comments received have been in support of the changes; the only written comments received have been from owners of R-1 Single Family zoned-property fronting I-45 requesting to also change to C-4 Interstate Commercial

HISTORY:

3/16/21 - Preliminary review and comment by Planning and Zoning Commission on regulation changes and zoning map updates

4/20/21 - Public hearing before Planning and Zoning Commission on regulation changes and zoning map updates; recommended approval of both

TARGET IMPLEMENTATION: June 21, 2021



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

6/21/21 - Public hearing before Council on 2nd reading, subject to approval on first reading by Council

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 Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Recommend to adopt Ordinance No. **O-2021-0009**, amending the City's zoning map, master plan, and comprehensive plan

FISCAL IMPACT: N/A

ORDINANCE NO. O-2021-0009

AN ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS AMENDING THE CITY'S ZONING MAP, MASTER PLAN AND COMPREHENSIVE PLAN BY ADOPTING AN AMENDED AND UPDATED OFFICIAL ZONING MAP OF THE CITY OF LA MARQUE, TO SERVE AS THE "MASTER PLAN" PURSUANT TO CITY CHARTER SECTION 10.03, AND TO BE CERTIFIED BY THE MAYOR AS THE OFFICIAL ZONING MAP PURSUANT TO CITY CODE SECTION 71-5; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 211 of the Texas Local Government Code and Chapter 71 of the City Code contemplate that cities may adopt new zoning maps from time to time;

WHEREAS, the proposed zoning map contains large-scale updates, including the following categories of amendments: (i) parcels zoned "public" changed to either (R-1) Single-family residential or (C-1) General Commercial based on existing use and zoning of adjacent parcels; (ii) parcels currently in the Thoroughfare Overlay District changed to either (C-3) Corridor Commercial or (C-4) Interstate Commercial; (iii) R-1 Single-family Residential properties that front I-45 for which the owner has submitted a written request to change to a commercial zoning district are proposed to be changed to (C-4) Interstate Commercial; and (iv) incorporation of previously passed zone change ordinances and clerical corrections

WHEREAS, the Zoning Commission and the City Council have conducted, in the time and manner required by law, a public hearing on the proposed zoning map of the City of La Marque;

WHEREAS, notice of public hearing was published in the newspaper and the notice and proposed zoning map were posted on the City's website as prescribed by Ordinance for large-scale zoning map updates;

WHEREAS, the Zoning Commission recommended approval of the proposed zoning map; and

WHEREAS, the City Council finds that the proposed zoning map is consistent with the City's comprehensive plan, and, to the extent of any inconsistencies, that the comprehensive plan and master plan of the City should be amended to conform with the proposed zoning map;

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

Section 1. That the official zoning map of the City, pursuant to Section 71-5 of the City Code, is hereby amended and replaced with the zoning map, attached as Exhibit A to this Ordinance and incorporated by reference for all purposes, (the "Zoning Map").

Section 2. Comprehensive Plan. The City's comprehensive plan is amended in accordance with this Ordinance, and, to the extent of any conflict between the the comprehensive plan and the Zoning Map, the comprehensive plan shall be amended to conform with the Zoning Map.

Section 3. **Master Plan.** The Zoning Map is hereby adopted as a part of the Master Plan, pursuant to Section 10.03 of the City Charter. Further, the City's master plan is amended in accordance with this Ordinance, and, to the extent of any conflict between the the master plan and the Zoning Map, the master plan shall be amended to conform with the Zoning Map..

Section 4. **Certification as Official Zoning Map.** The Mayor is hereby authorized and directed to sign and certify two official copies of the Zoning Map in the following manner:

"This is to certify that this is the official zoning map adopted as part of Ordinance No. 953, as amended and codified in Chapter 71 of the City of La Marque Code of Ordinances, of the City of La Marque, Texas."

Further, the City Clerk is authorized and directed to attest to the Mayor's signature and provide the City seal on at least two copies official copies of the Zoning Map, one of which shall remain in the City Clerk's records and shall be retained permanently. The second official copy shall be

Section 5. **Penalty.** As provided in Section 71-3 of the City Code, Any person who shall violate any of the provisions of this ordinance or who shall fail to comply therewith or with any of the requirements t hereof, or who shall erect or alter any buil ding, or who shall commence to erect or alter any building in violation of any detailed statement of plan submitted or approved t hereunder, shall for each violation or noncompliance be deemed guilty of a misdemeanor , and upon conviction, shall be fined as provided in section 1-7 of the City Code. The owner of that building or premises or part thereof where anything in violation of this chapter shall be placed or shall exist, and any architect, builder, contractor, agent or corporation employed in connection therewith who may have assisted in the commission of any such violation shall be subject to the penalties herein provided.

Section 6. **Repeal.** This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 7. **Severability.** 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 is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision 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 8. **Publication and Effective Date.** This ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED, AND APPROVED by the City Council of the City of La Marque on First Reading this _____ day of _____ 2021; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____, 2021.

CITY OF LA MARQUE, TEXAS

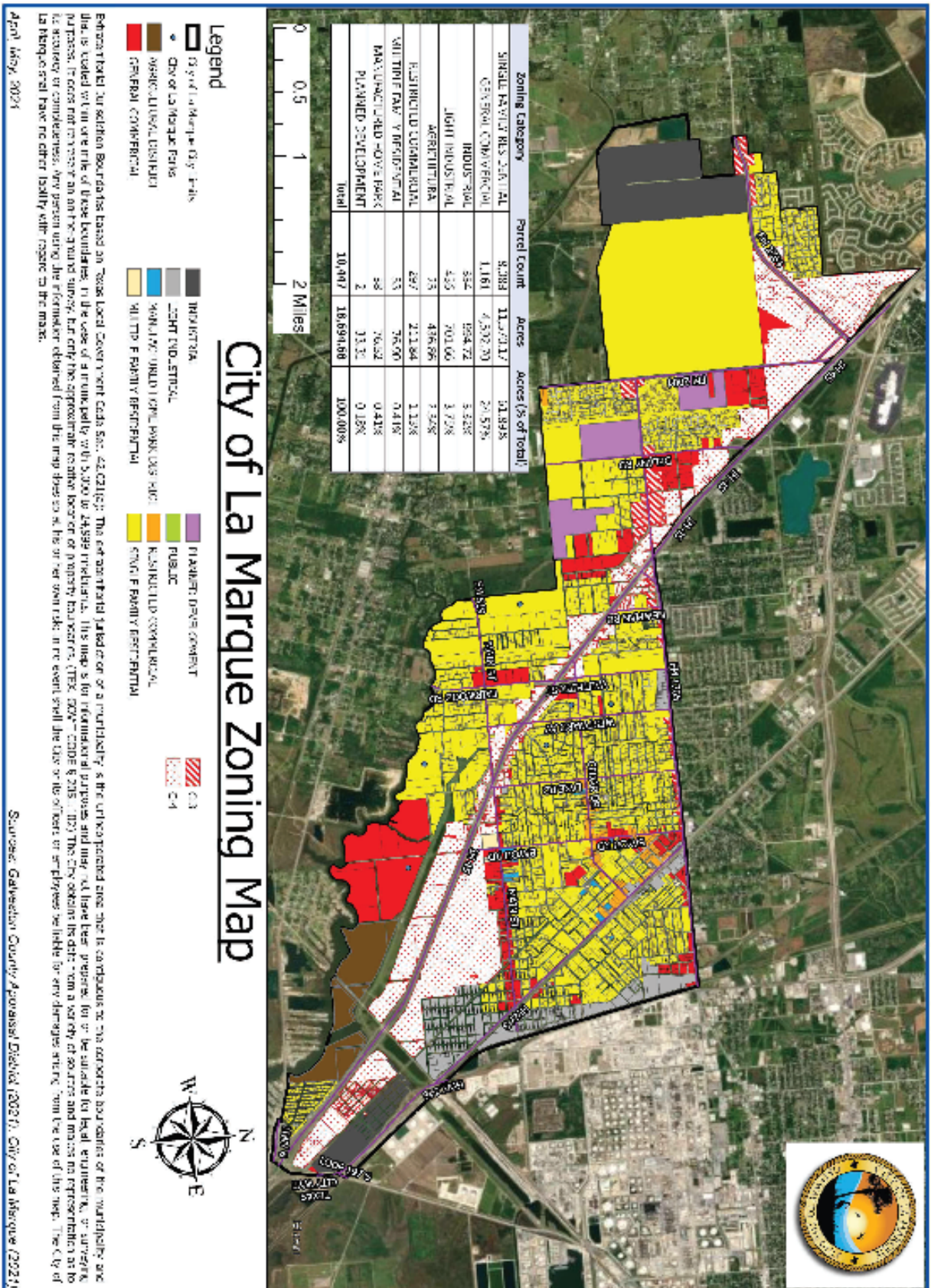
Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Leigh Purnell, City Attorney





CITY COUNCIL AGENDA FORM

Meeting Date: May 17, 2021

Prepared by: Derra Purnell

Agenda item: 5f

Reviewed by: Charlene Warren

Charles Jackson

Department: Legal

AGENDA ITEM DESCRIPTION: Discussion relating to designating the presiding Municipal Judge as recommended by the City Manager, subject to execution of a Contract for Professional Judicial Services (Presiding Judge); and authorizing the City Manager to negotiate and execute a contract with the person designated by Council as presiding Municipal Judge

☒

ATTACHMENTS FOR REFERENCE

1. Contract for Professional Judicial Services (Presiding Judge)
2. Score Sheet

STAFF BRIEFING:

- Judge Baker retired and Alternate Judge Getty has provided judicial services in the interim
- A Request for Qualifications was posted, and three responses were received; all three candidates meet the minimum qualifications
- The City Manager has scored the candidates that submitted responses and recommends the candidate with the highest score be designated

HISTORY:

TARGET IMPLEMENTATION: June 1, 2021

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

STAFF'S RECOMMENDATION: Motion to designate Megan S. Jones as presiding Municipal Judge, subject to execution of a Contract, and authorize the City



CITY COUNCIL AGENDA FORM

Manager to negotiate and execute a contract with the person designated by Council as presiding Municipal Judge

FISCAL IMPACT: N/A

City of La Marque, Texas

Contract for Professional Judicial Services (Presiding Judge)

This Contract for Professional Judicial Services ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the City of La Marque, a Texas home-rule municipal corporation located in Galveston County, Texas ("City") and _____ ("Presiding Judge"). The City and the Presiding Judge, hereafter collectively referred to as the "Parties," hereby agree to the following:

ARTICLE I Contingency

1.01 Subject to Appropriation. This entire Agreement is expressly contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If at any time during the period of performance under this Agreement, the City does not make sufficient appropriations and authorizations, this Agreement shall terminate upon written notice being given by the City to the Presiding Judge. The City's decision as to whether sufficient appropriations are available shall be accepted by the Presiding Judge and shall be final.

ARTICLE II Appointment and Term

2.01 Appointment. On the ____ day of _____ 2021, the City Council of the City of La Marque, Texas ("City Council"), pursuant to Section 13.16 of the City of La Marque Home Rule Charter, appointed _____ as the Municipal Court Presiding Judge, with the duties of presiding over the La Marque Municipal Court. This Agreement details the terms and condition of such appointment.

2.02 Term. The term of this Agreement shall be from June 1, 2021, through May 31, 2023, unless sooner terminated as provided by the terms of this Agreement, Provided the current appointment as Presiding Judge by City Council has not been terminated pursuant to Section 2.03 hereof, the City shall provide written notice to the Presiding Judge in accordance with state law not less than 90 days prior to the expiration of the current appointed term if the City does not intend to reappoint the Presiding Judge for an additional two-year term beginning June 1, 2023 and ending May 31, 2025. Successive additional terms shall be subject to the terms and conditions of this Agreement unless this Agreement is expressly superseded.

2.03 Termination. This Agreement in accordance with law may be terminated before the expiration of the term as specified in Section 2.02, after written notice has been provided by the City to the Presiding Judge and a hearing on the issue has been conducted by the City Council, for failure to perform the scope of services outlined in Article III or to otherwise comply with any provision of this Agreement. If the City Council terminates the appointment of the Presiding Judge, this Agreement

shall also automatically terminate 30 days after the termination of the appointment by City Council. The Presiding Judge shall waive all claims for compensation if not claimed within 30 days of the date of the termination of this Agreement. The Presiding Judge may terminate this Agreement for any reason upon 90 days written notice.

ARTICLE III

Scope of Services

3.01 In General. The Presiding Judge agrees to preside over the municipal court dockets, which shall include plea or arraignment dockets, non-jury dockets, jury dockets, and enforcement dockets, as well as such other special dockets as may be scheduled from time to time by the City. As an appointed official, the Presiding Judge agrees to perform the service required by the position of the Presiding Municipal Judge and is not limited to a preset number of hours per week to perform such services.

3.02 Docket Schedule. Currently, Municipal Court is held four times per month, the first docket being on the first Tuesday of the month, with additional dockets held on Tuesday, Wednesday, or Thursday afternoons, arranged in conjunction with the schedule of Council and other required public meetings held in the Council chambers where Municipal Court is typically held. The City reserves the right to designate days of the week, hours, and locations where the Municipal Court may be held. Subject to these designations, the Presiding Judge shall establish the times and days for the court dockets and retains authority to change the same from time to time. The Presiding Judge may also provide services via electronic/video teleconferencing in compliance with state law and adopted policies of the City. The Presiding Judge shall perform the services required herein at the dockets so established and to which he or she may be scheduled. If the Presiding Judge is unavailable to complete these services, it shall be the duty of the Presiding Judge to seek an alternative method of fulfilling these duties first through any other City-appointed Judge or any other Judge with jurisdiction to perform these duties on behalf of the City.

3.03 Magistrate/Arraignment/Warrant Duties. The Presiding Judge shall perform magistrate, arraignment and warrant duties related to individuals held in any City holding facility and as otherwise required. Such duties shall be performed on an as-needed basis but in all cases these duties shall be completed as described below. The City shall contact the Presiding Judge scheduled for magistrate/arraignment/warrant duties between 8:00 am and 6:00 pm and advise the scheduled Presiding Judge of the need for such services. Should the services outlined in this section be required the Presiding Judge shall complete such services in a timely manner, within the constraints required by the law. If the Presiding Judge is unavailable to complete these services it shall be the duty of the Presiding Judge to seek an alternative method of fulfilling these duties first through any other City-appointed Judge, then any other Judge with jurisdiction to perform these duties on behalf of the City.

3.04 Administration. Upon notification by the Presiding Judge, the Presiding Judge shall administer the court's operation at such time when the Presiding Judge is not personally presiding or the Presiding Judge cannot serve as Judge for any case(s) for any reason, including a conflict of interest. The Presiding Judge shall consult with City employees concerning the court operation and arrange for special court setting as necessitated by circumstances. Such special court settings shall only be for dire and unforeseen circumstances and only when a set docket date cannot otherwise be utilized and/or such duties cannot be performed by the Presiding or Presiding Judge who from time to time may be appointed by the City Council.

3.05 Efficiency of Court. The Presiding Judge shall consult and cooperate with the Presiding Judge, City Manager or his designee, the City's prosecutor, and municipal court clerks as to operational methods and procedures, and on efforts to improve the operations of the Municipal Court, all with the goal of promoting speedy and efficient justice within the La Marque Municipal Court system.

3.06 No Supervisory Capacity. The Presiding Judge acknowledges that the clerks of the Municipal Court and City Marshal are supervised by the City Manager or City Manager's Designee as City administrative employees, and that the City Prosecutor is supervised by the City Attorney and/or City Council directly pursuant to the designation of the City Prosecutor. The Presiding Judge does not serve in a supervisory role as to any of these or other employees of the City except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his service as Presiding Judge of the La Marque Municipal Court.

3.07 Reports. The Presiding Judge, at such times and in such forms as the City Council or City Manager may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.

ARTICLE IV Compensation

4.01 Compensation. The City will be obligated to compensate the Presiding Judge for only those services performed. The following details the compensation that will be made by the City to the Presiding Judge for services to be rendered:

- a. **Full-Day Docket:** Presiding Judge will be paid \$450.00 for any full-day docket. A full day shall be defined as any court day where the Presiding Judge's duties start at or before 10:00 a.m. and continue until or past 3:00 p.m. and require the Presiding Judge to be in attendance at court for more than 4 hours. Docket fees include the signing of required paperwork and any other Associated administrative duties.
- b. **Half-Day Docket:** Presiding Judge will be paid \$300.00 for any half-day docket. A half- day docket shall be defined as any court day where the court is scheduled for fewer than 4 hours in a given day or where the court day starts

at or after 1:00 p.m. Docket fees include the signing of required paperwork and any other associated administrative duties.

- c. **Magistrate Duties:** Presiding Judge will be paid \$100.00 per “occurrence” of magistrate- required duties. An “occurrence” shall be defined for the purposes of this section as each City-requested visit to the holding facility whether for one or more individuals or warrants but shall not include calls or visits to the holding facility or City by the Presiding Judge for the purpose of inquiring whether magistrate duties are needed that day. Presiding Judge shall not be compensated for being “available” to perform magistrate duties; provided, however, the Presiding Judge may coordinate with the Alternate Judge and/or a backup person approved by the City to provide coverage for magistrate duties in the event the Presiding Judge schedules vacation.
- d. **Special Settings, Call-Outs and Other Services:** Presiding Judge will be paid \$100.00 per hour for any services he or she is required to perform as Municipal Presiding Judge that do not fall within (a), (b) or (c), above. Such payment shall be a minimum of one hour for the first hour or less, with all additional time being paid on a quarter-hour basis. Services performed under this Section shall be included with a detailed description on the invoice provided to the City for such services.

4.02 Payment Terms. It is agreed that for the term of this Agreement, the Presiding Judge shall be compensated at the rates specified in Section 4.01, above, payable on a monthly basis, upon receipt by the City of a written invoice for work performed. Payment of invoices submitted to the City shall be subject to the Texas Prompt Payment Act.

4.03 Independent Presiding Judge. It is agreed between the Parties that since the Presiding Judge’s position is an independent, appointed, part-time professional position, he/she is an independent Presiding Judge, not an employee of the City, and the foregoing constitutes all the benefits and other forms of compensation paid to the Presiding Judge for the services required herein. Presiding Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.

4.04 No Insurance or Benefits Provided. The City shall provide no group health insurance coverage or any other benefits for Presiding Judge. The City shall not provide any other group insurance benefits currently in force, or as amended in the future, for non-civil service employees, to include life and accident, death and dismemberment, workers' compensation, public official liability or as commonly known "Errors and Omissions", and general liability.

ARTICLE V Miscellaneous

5.01 Training. The Presiding Judge must complete the minimum number of hours of instruction annually in the performance of the duties of a Municipal Court Presiding

Judge as required by the laws of the State of Texas and any applicable rule or statute. Presiding Judge shall pay all educational and training expenses, travel, and any other expenses Associated with State Bar required Mandatory Continuing Legal Education credits. The Presiding Judge shall provide proof of current certification from the State Bar each October.

5.02 Limitation on Law Practice. The Presiding Judge agrees that he/she shall not engage in the practice of law in an adversarial capacity before the City Council of the City of La Marque, before any of its courts, agencies, boards, or commissions, or in any other court or administrative proceeding involving the City during his/her tenure in office.

5.03 Conflicts. The Presiding Judge shall refrain from any activity or employment that might place him/her in a position of conflict of interest with his/her duties for the City.

5.04 Amendments. This Agreement may not be altered, changed, or amended except by instrument in writing executed by the Parties. The City may, from time to time, request changes in the scope of work and time of performance for the services of the Presiding Judge to be performed hereunder; however, to be effective, such changes, including any increase or decrease in the amount of the Presiding Judge's compensation, which are mutually agreed upon by and between the City and the Presiding Judge, shall be incorporated in written amendments to this Agreement.

5.05 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Presiding Judge. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

5.06 Severability. If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

5.07 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

PRESIDING JUDGE:

CITY: City of La Marque
Attn: City Manager
1111 Bayou Road
La Marque, TX 77568

5.08 Non-Waiver. The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

5.09 Sovereign Immunity. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

5.10 No Assignment. The Presiding Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

5.11 Delegation / Sub-contractors. The Presiding Judge shall not delegate his or her duties except for short periods of time (not to exceed 20 days) in accordance with this Agreement or as approved by the City Manager in writing. The Presiding Judge shall not sub-contract the duties required by this Agreement except upon express approval of the sub-contractor by the City Council in the absence of an appointed alternate municipal judge.

5.12 Construction of Agreement. Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

5.13 Choice of Law and Venue. This Agreement is performed and performable in Galveston County, Texas, and is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

5.14 Agreement Read. The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

5.15 Headings. The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

5.16 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

5.17 **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Presiding Judge and the City only.

5.18 **Ambiguity.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this _____ day of _____, 2021.

CITY OF LA MARQUE:

Keith Bell, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

PRESIDING JUDGE:

Signature

Printed Name

Municipal Judge Scoring Sheet

The City Manager will evaluate qualifications based on requirements described in this section and provide a recommendation to City Council of not less than 3 qualified candidates. The highest qualified respondents may be selected to attend a formal interview. The interview will allow the invited respondents to further discuss their qualifications.

Scoring Criteria

- 55% (10%) quantity of experience as a Judge, Prosecutor or a Municipal Attorney,
(10%) type of experience - criminal and juvenile experience
(10%) experience with other cities of similar size and diversity to La Marque
(25%) quantity, type and relevant experience based on answers to interview questions
35% References
10% Location - proximity to La Marque

Ethan Baker

MAX SCORE CRITERIA

- 10% 8 quantity of experience as a Judge, Prosecutor or a Municipal Attorney,
10% 7 type of experience - criminal and juvenile experience
10% 7 experience with other cities of similar size and diversity to La Marque
25% 7 quantity, type and relevant experience based on answers to interview
35% 35 References
10% 5 Location: Friendswood, TX

Megan Jones (Mills Shirley)

MAX SCORE CRITERIA

- 10% 9 quantity of experience as a Judge, Prosecutor or a Municipal Attorney,
10% 9 type of experience - criminal and juvenile experience
10% 9 experience with other cities of similar size and diversity to La Marque
25% 9 quantity, type and relevant experience based on answers to interview
35% 35 References
10% 9 Location: Galveston, TX

J. T. "Ted" Mora, Jr.

MAX SCORE CRITERIA

- 10% 7 quantity of experience as a Judge, Prosecutor or a Municipal Attorney,
10% 7 type of experience - criminal and juvenile experience
10% 7 experience with other cities of similar size and diversity to La Marque
25% 7 quantity, type and relevant experience based on answers to interview
35% 35 References
10% 10 Location: La Marque, TX