



**CITY OF LAMARQUE
CITY COUNCIL
SPECIAL AGENDA
of
AUGUST 29, 2022**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Meeting** on **August 29, 2022**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom (<https://zoom.us/j/92493940502>)**. In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak, give the Mayor your full name, address, and the item you wish to speak about. 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. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.*

5. PUBLIC HEARINGS
Conduct Public Hearing to hear public input on:

- 5.I. Ordinance No. O-2022-0010
Amending Residential Canal Zoning

Documents:

[AGENDA FORM-OMEGA BAY.PDF](#)
[ORDINANCE NO. O-2022-0010 - OMEGA BAY RESIDENTIAL CANAL](#)

[ZONE.DOCX](#)
[03 - AMENDED CANAL ZONE ORDINANCE_DVH COMMENTS 6-27-2022.PDF](#)
[03 - CURRENT OMEGA BAY ORDINANCE.PDF](#)

6. ORDINANCES

Discussion/ possible action regarding approving:

6.I. Ordinance No. O-2022-0010

Amending Residential Canal Zoning THIS IS THE SECOND AND FINAL READING

Documents:

[AGENDA FORM-OMEGA BAY.PDF](#)
[ORDINANCE NO. O-2022-0010 - OMEGA BAY RESIDENTIAL CANAL ZONE.PDF](#)
[03 - AMENDED CANAL ZONE ORDINANCE_DVH COMMENTS 6-27-2022.PDF](#)
[03 - CURRENT OMEGA BAY ORDINANCE.PDF](#)

7. RESOLUTIONS- CONSENT

The following items shall be considered for action as a whole unless one or more Councilmembers objects. Unless otherwise specified, the City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

7.I. Resolution No. R-2022-0061

Authorizing the City Manager to execute an agreement with The Goodman Corporation

Documents:

[THE GOODMAN CORPORATION AGREEMENT.PDF](#)
[RESOLUTION NO. R-2022-0061 - THE GOODMAN CORP CONTRACT.PDF](#)

7.II. Resolution No. R-2022-0062

Proposing a tax rate for the 2022-2023 fiscal year

Documents:

[TAX PROPOSAL RESOLUTION.PDF](#)

7.III. Resolution No. R-2022-0063

authorizing the City Manager to execute a contract with the County of Galveston Commissioners' Court to provide fire protection services to unincorporated areas of Galveston County commencing upon signatures by both parties and running through September 30, 2023

Documents:

[AGENDA FORM -GALV CO FIRE PROTECTION 2023.PDF](#)
[RESOLUTION NO. R-2022-0063- EMS MUTUAL AID CONTRACT.PDF](#)
[01 LA MARQUE FIRE DEPARTMENT GCFF CONTRACT 2023.PDF](#)

8. NEW BUSINESS

Items presented to the Council for discussion and for Council to provide direction:

8.I. Items For The Good Of The Order

Additional items to bring awareness to Council and the Community as well as future agenda item requests are accepted at this time.

9. EXECUTIVE SESSION

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

10. ACTIONS TAKEN FROM EXECUTIVE SESSION

11. ADJOURNMENT

I hereby certify that the above notice of the meeting was posted at 1109-B Bayou Road, La Marque, Texas on Friday, August 26, 2022 at 1:38 p.m.

Kierra K. Nance

***This electronic copy is posted for convenience and in compliance with ADA Requirements , a signed version of this agenda can be found with the City Clerk's office.*



CITY COUNCIL AGENDA FORM

Meeting Date: August 29, 2022
Prepared by: Giovanna Bonsignore
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding an Ordinance of the City of La Marque, Texas, amending section 71.29(d) of The Code of Ordinances, entitled “Residential Canal Zone”, providing for Discussion that all residential properties within The Omega Bay Subdivision only be exempt from Sec. 71-22 (b)(2) f, g, & h with conditions.

ATTACHMENTS FOR REFERENCE

☒

1. Omega Bay Amended Ordinance with Consulting City Engineer’s additions
2. Current adopted version of the “Residential Canal Ordinance”

STAFF BRIEFING:

- The Planning and Zoning Commission recommended approval unanimously of the amended ordinance 71-29 “Residential Canal Zone”, providing for a public discussion of all residential properties within the Omega Bay Subdivision only, as being exempt from Sec. 71-22 (b)(2) f, g, & h with conditions

HISTORY:

- 7/26/2022 - Planning & Zoning recommended approval of amending section 71-29(d) of The Code of Ordinances, Entitled “Residential Canal Zone”
- 6/28/2022 - Planning & Zoning meeting canceled, and reset for 7/26/2022 to allow for required notices to be re-sent to property owners.
- 6/27/2022 - 13 So. Curlew rescinded variance request voluntarily to wait for the revised ordinance to be approved by City Council. Received email confirmation on 6/28/2022. Also received a signed letter in the mail postmarked 6/29/2022
- 6/19/2022- Certified letters sent to all property owners in Omega Bay and within 200 feet of Omega Bay as required.
- 6/14/2022 - City Consulting Engineer reviewed the proposed amendments and provided the conditions that were added.
- 6/13/2022 - City Council - Public Hearing - discussion of amending the City of La Marque Code of Ordinance 71-29 “Residential Canal Zone”. A recommendation was to create an amendment of this Ordinance for the Omega Bay Subdivision only.
- 4/14/2022 - 13 So. Curlew submitted a variance request for his driveway but did not remit the variance request fee.
- 4/11/2022 - 31 N Omega applied for a driveway addition permit that was not approved after a plan review, per City Ordinance Sec. 71-22 (b)(2) h.
- 3/22/2022 - a second plan review for 13 S Curlew was performed and disapproved again due to Ordinance Sec. 71-22 (b)(2) h. The property owner was given a variance application to appeal the Plan Reviewer’s decision.



CITY COUNCIL AGENDA FORM

- 3/11/2022 - The 13 S. Curlew property owner was notified of the results from plan review and on 3/11/2022 submitted an amended plan for review.
- 3/03/2022 - 13 S Curlew applied for a driveway addition and after the plan was reviewed on 3/04/2022 it was not approved as submitted Per Ordinance Sec 79-22(b)(2)

TARGET IMPLEMENTATION: Upon second reading and approval by City Council

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 Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve amending section 71.29(d) of The Code of Ordinances, entitled "Residential Canal Zone", Providing for Discussion of All Residential properties within The Omega Bay Subdivision only will be Exempt from Sec. 71-22 (b)(2) f, g, & h with conditions.

FISCAL IMPACT: N/A

ORDINANCE NO. O-2022-0010

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CITY'S ZONING MAP AND COMPREHENSIVE PLAN BY CHANGING THE ZONING REGULATIONS OF THE RESIDENTIAL CANAL ZONE IN THE CITY OF LA MARQUE, TEXAS PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION; PROVIDING AND EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, The City Council of La Marque, Texas, in response to a citizen request at a duly noticed council meeting directed staff to begin the process of amending the zoning ordinance related to Section 71-29 of the La Marque Code of Ordinances.

WHEREAS, The City Council has conducted, in the time and manner required by law, a public hearing on the proposal to change the zoning for the Property;

WHEREAS, the City Council finds the proposed change in zoning district is consistent with the City's comprehensive plan, and the comprehensive plan and zoning map of the City should be amended.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Section 71-29(d) is amended as follows:

- (1) All new or remodeled structures on any lot within a residential canal zone shall be constructed in such a way as to have a zero-drainage impact to any street or adjacent property. Each lot shall be maintained so as to preserve the drainage of the lots and adjacent roadway areas. The erections or placing of any structure or object, or the filling in or excavation of any area of the lot which will prevent free and adequate drainage or allow water to stand on the lot, or adjacent lots, or adjacent waterway, is prohibited:
- (2) Lots in the residential canal zone are subject to the following requirements:

- a. All residential property within the Omega Bay Subdivision shall be exempt from Sections 71-22(b), 71-22(f), 71-22(g), 71-22(h) Residential Off Street Parking Ordinance, unless the addition, enlargement or extension of the existing driveway or sidewalk will have an adverse effect on streets or adjacent properties.
- b. These exceptions do not exempt any property owner or contractor from submitting a site and building plan of the proposed addition, extension or enlargement of any driveway or sidewalk for approval by the City plan reviewer before any construction on any driveway or sidewalk beings.
- c. All driveway and sidewalk additions, enlargements, and extensions must comply with the City Ordinance Sec. 56-6 Standards for Construction of Sidewalks and Sec. 14-390 Physical Specifications for Driveways.
- d. A drainage plan shall be required for any addition that requires site improvements, including but not limited to new construction, renovations, driveways, and patios.
- e. Construction with the Omega Bay Subdivision shall be exempt from impervious cover requirements.

Section 3. The City's comprehensive plan is amended in accordance with this Ordinance.

Section 4. Penalty. As provided by Section 71-3 of the City Code, any person who shall violate any of the provisions of this ordinance 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 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 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 **28th** day of **JULY, 2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____, **2022**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney

Sec. 71-29. Residential canal zone.

- (a) That Omega Bay Subdivision, located within the city limits of the city is hereby recognized as a residential canal zone.
- (b) That any and all roads within the designated canal zone may be no less than 20 feet in width and shall conform to all current city Code of Ordinance requirements.
- (c) (1) New construction and improvements require the approval of the governing authority of the residential canal zone and a city building permit.
 - (2) Premises shall not be used for anything other than residential purposes and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
 - (3) Within a residential canal zone, the following shall apply:
 - Only one residence is permitted per lot; no duplexes are allowed.
 - Where lots are 60 feet or less in width, residences shall be a minimum of 1,000 square feet. For lots greater than 60 feet in width, residences shall be a minimum of 1,200 square feet.
 - Building setbacks are 20 feet from roads and canals and five feet on sides adjacent to other lots. Fences are allowed in the five-foot setbacks but prohibited in the 20' setbacks.
 - The outside finish on all residences and other accessory buildings must be of acceptable materials and shall be kept in good repair and in a neat and clean condition and shall be cleaned or painted when necessary to preserve attractiveness.
 - Construction shall be completed within 120 days from date of issuance of a building permit.
 - No temporary building, tent, house trailer, or any other form of shelter shall be placed upon the lot during construction or at any other time.
- (d) All new or remodeled structures on any lot within a residential canal zone shall be constructed in such a way as to have a zero-drainage impact to any street or adjacent property. Each lot shall be maintained so as to preserve the drainage of the lots and adjacent roadway areas. The erections or placing of any structure or object, or the filling in or excavation of any area of the lot which will prevent free and adequate drainage or allow water to stand on the lot, or adjacent lots, or adjacent waterway, is prohibited.
 - (1) **Exception:**

All residential properties within Omega Bay Subdivision will be exempt from Sec. 71-22(b), (f) (g) (h) Residential Off-Street Parking ordinance, unless the addition, enlargement or extension of the existing driveway or sidewalk will have an adverse effect on streets or adjacent properties.
 - (2) This does not exempt any property owner or contractor from submitting a site/building plan of the proposed addition, extension or enlargement of any driveway or sidewalk for approval by the City plan reviewer and HOA before any construction on any driveway or sidewalk begins.
 - (3) All driveway or sidewalk additions, enlargements or extensions must comply with the city ordinance Sec. 56-6 Standards for construction of sidewalks and Sec.14-390 Physical Specifications for driveways.
 - (4) A drainage plan shall be required for any addition that requires site improvements, including but not limited to new construction, renovations, driveways, patio, etc.
 - (5) Construction within the Omega Bay Subdivision shall be exempt from impervious cover requirements.

PROPOSED AMENDED ORDINANCE FOR APPROVAL

- (e) That any accessory to buildings, attached or detached, such as sheds and decks, shall be erected in accordance with section 71.21(b) this Code and be consistent with the style and outside finish of the residence and be constructed only upon approval of the governing authority of the residential canal zone and subsequently submitted to the city for permit.
- (f) That any privacy fence shall not be located within the 20-foot setback from any canal (navigable waterway) and conform with section 71.21(a)(3) of this Code and be constructed only upon approval of the governing body of the residential canal zone and subsequently submitted to the city for permit.
- (g) A permit application with engineered plans shall be submitted to the governing authority of the residential canal zone and upon approval submitted to the city for permit approval prior to the commencement of construction of any boat house/vessel docks and shall require final inspection. Further, any boat house/vessel dock shall not extend more than 12 feet into a navigable waterway. With approval from the governing body of the residential canal zone, a variance allowing an additional two feet may be requested.
- (h) No livestock, poultry or other domestic or exotic animals of any kind whatsoever other than cats or dogs shall be placed, allowed or kept on any lots and permitted pets must be kept and maintained so as not to constitute an annoyance or nuisance to the other lots in the subdivision. Permitted pets shall be licensed and in conformance to Galveston County Animal Control Regulations.
- (i) In the event any clause, phrase, provision, sentence, or part of this section or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this section as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the city council of the city, 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.
- (j) *Savings and repealing clause.* All provisions of any ordinance in conflict with this section are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.
- (k) Any violation of this section or subsection, shall be a misdemeanor and subject to punishment as described in section 1-7 of this Code.

(Ord. No. O-2016-0021, § 2, 11-14-2016)

Editor's note(s)—Ord. No. O-2016-0021, § 2, adopted Nov. 14, 2006, added provisions intended for use as § 71-A. In order to maintain Code format and to allow for future expansion of the Code, said provisions have been redesignated as § 71-29 as set out herein, at the editor's discretion.

Sec. 71-29. Residential canal zone.

- (a) That Omega Bay Subdivision, located within the city limits of the city is hereby recognized as a residential canal zone.
- (b) That any and all roads within the designated canal zone may be no less than 20 feet in width and shall conform to all current city Code of Ordinance requirements.
- (c) (1) New construction and improvements require the approval of the governing authority of the residential canal zone and a city building permit.
 - (2) Premises shall not be used for anything other than residential purposes and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
 - (3) Within a residential canal zone, the following shall apply:
 - Only one residence is permitted per lot; no duplexes are allowed.
 - Where lots are 60 feet or less in width, residences shall be a minimum of 1,000 square feet. For lots greater than 60 feet in width, residences shall be a minimum of 1,200 square feet.
 - Building setbacks are 20 feet from roads and canals and five feet on sides adjacent to other lots. Fences are allowed in the five foot setbacks but prohibited in the 20' setbacks.
 - The outside finish on all residences and other accessory buildings must be of acceptable materials and shall be kept in good repair and in a neat and clean condition, and shall be cleaned or painted when necessary to preserve attractiveness.
 - Construction shall be completed within 120 days from date of issuance of a building permit.
 - No temporary building, tent, house trailer, or any other form of shelter shall be placed upon the lot during construction or at any other time.
- (d) All new or remodeled structures on any lot within a residential canal zone shall be constructed in such a way as to have a zero drainage impact to any street or adjacent property. Each lot shall be maintained so as to preserve the drainage of the lots and adjacent roadway areas. The erections or placing of any structure or object, or the filling in or excavation of any area of the lot which will prevent free and adequate drainage or allow water to stand on the lot, or adjacent lots, or adjacent waterway, is prohibited.
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CITY COUNCIL AGENDA FORM

Meeting Date: August 29, 2022
Prepared by: Giovanna Bonsignore
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding an Ordinance of the City of La Marque, Texas, amending section 71.29(d) of The Code of Ordinances, entitled “Residential Canal Zone”, providing for Discussion that all residential properties within The Omega Bay Subdivision only be exempt from Sec. 71-22 (b)(2) f, g, & h with conditions.

ATTACHMENTS FOR REFERENCE

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1. Omega Bay Amended Ordinance with Consulting City Engineer’s additions
2. Current adopted version of the “Residential Canal Ordinance”

STAFF BRIEFING:

- The Planning and Zoning Commission recommended approval unanimously of the amended ordinance 71-29 “Residential Canal Zone”, providing for a public discussion of all residential properties within the Omega Bay Subdivision only, as being exempt from Sec. 71-22 (b)(2) f, g, & h with conditions

HISTORY:

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CITY COUNCIL AGENDA FORM

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TARGET IMPLEMENTATION: Upon second reading and approval by City Council

SIGNIFICANT ACTION DATES: N/A

ACTION:

- | | | | |
|-------------------------------------|--|--------------------------|----------------|
| ☒ | Ordinance | ☐ | Resolution |
| ☐ | Special Presentation | ☐ | Proclamation |
| ☐ | Finance Report | ☐ | Public Hearing |
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Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve amending section 71.29(d) of The Code of Ordinances, entitled "Residential Canal Zone", Providing for Discussion of All Residential properties within The Omega Bay Subdivision only will be Exempt from Sec. 71-22 (b)(2) f, g, & h with conditions.

FISCAL IMPACT: N/A

ORDINANCE NO. O-2022-0010

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WHEREAS, The City Council has conducted, in the time and manner required by law, a public hearing on the proposal to change the zoning for the Property;

WHEREAS, the City Council finds the proposed change in zoning district is consistent with the City's comprehensive plan, and the comprehensive plan and zoning map of the City should be amended.

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Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

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- e. Construction with the Omega Bay Subdivision shall be exempt from impervious cover requirements.

Section 3. The City's comprehensive plan is amended in accordance with this Ordinance.

Section 4. Penalty. As provided by Section 71-3 of the City Code, any person who shall violate any of the provisions of this ordinance 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 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 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 **28th** day of **JULY, 2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____, **2022**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney

Sec. 71-29. Residential canal zone.

- (a) That Omega Bay Subdivision, located within the city limits of the city is hereby recognized as a residential canal zone.
- (b) That any and all roads within the designated canal zone may be no less than 20 feet in width and shall conform to all current city Code of Ordinance requirements.
- (c) (1) New construction and improvements require the approval of the governing authority of the residential canal zone and a city building permit.
 - (2) Premises shall not be used for anything other than residential purposes and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
 - (3) Within a residential canal zone, the following shall apply:
 - Only one residence is permitted per lot; no duplexes are allowed.
 - Where lots are 60 feet or less in width, residences shall be a minimum of 1,000 square feet. For lots greater than 60 feet in width, residences shall be a minimum of 1,200 square feet.
 - Building setbacks are 20 feet from roads and canals and five feet on sides adjacent to other lots. Fences are allowed in the five-foot setbacks but prohibited in the 20' setbacks.
 - The outside finish on all residences and other accessory buildings must be of acceptable materials and shall be kept in good repair and in a neat and clean condition and shall be cleaned or painted when necessary to preserve attractiveness.
 - Construction shall be completed within 120 days from date of issuance of a building permit.
 - No temporary building, tent, house trailer, or any other form of shelter shall be placed upon the lot during construction or at any other time.
- (d) All new or remodeled structures on any lot within a residential canal zone shall be constructed in such a way as to have a zero-drainage impact to any street or adjacent property. Each lot shall be maintained so as to preserve the drainage of the lots and adjacent roadway areas. The erections or placing of any structure or object, or the filling in or excavation of any area of the lot which will prevent free and adequate drainage or allow water to stand on the lot, or adjacent lots, or adjacent waterway, is prohibited.
 - (1) **Exception:**

All residential properties within Omega Bay Subdivision will be exempt from Sec. 71-22(b), (f) (g) (h) Residential Off-Street Parking ordinance, unless the addition, enlargement or extension of the existing driveway or sidewalk will have an adverse effect on streets or adjacent properties.
 - (2) This does not exempt any property owner or contractor from submitting a site/building plan of the proposed addition, extension or enlargement of any driveway or sidewalk for approval by the City plan reviewer and HOA before any construction on any driveway or sidewalk begins.
 - (3) All driveway or sidewalk additions, enlargements or extensions must comply with the city ordinance Sec. 56-6 Standards for construction of sidewalks and Sec.14-390 Physical Specifications for driveways.
 - (4) A drainage plan shall be required for any addition that requires site improvements, including but not limited to new construction, renovations, driveways, patio, etc.
 - (5) Construction within the Omega Bay Subdivision shall be exempt from impervious cover requirements.

PROPOSED AMENDED ORDINANCE FOR APPROVAL

- (e) That any accessory to buildings, attached or detached, such as sheds and decks, shall be erected in accordance with section 71.21(b) this Code and be consistent with the style and outside finish of the residence and be constructed only upon approval of the governing authority of the residential canal zone and subsequently submitted to the city for permit.
- (f) That any privacy fence shall not be located within the 20-foot setback from any canal (navigable waterway) and conform with section 71.21(a)(3) of this Code and be constructed only upon approval of the governing body of the residential canal zone and subsequently submitted to the city for permit.
- (g) A permit application with engineered plans shall be submitted to the governing authority of the residential canal zone and upon approval submitted to the city for permit approval prior to the commencement of construction of any boat house/vessel docks and shall require final inspection. Further, any boat house/vessel dock shall not extend more than 12 feet into a navigable waterway. With approval from the governing body of the residential canal zone, a variance allowing an additional two feet may be requested.
- (h) No livestock, poultry or other domestic or exotic animals of any kind whatsoever other than cats or dogs shall be placed, allowed or kept on any lots and permitted pets must be kept and maintained so as not to constitute an annoyance or nuisance to the other lots in the subdivision. Permitted pets shall be licensed and in conformance to Galveston County Animal Control Regulations.
- (i) In the event any clause, phrase, provision, sentence, or part of this section or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this section as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the city council of the city, 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.
- (j) *Savings and repealing clause.* All provisions of any ordinance in conflict with this section are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.
- (k) Any violation of this section or subsection, shall be a misdemeanor and subject to punishment as described in section 1-7 of this Code.

(Ord. No. O-2016-0021, § 2, 11-14-2016)

Editor's note(s)—Ord. No. O-2016-0021, § 2, adopted Nov. 14, 2006, added provisions intended for use as § 71-A. In order to maintain Code format and to allow for future expansion of the Code, said provisions have been redesignated as § 71-29 as set out herein, at the editor's discretion.

Sec. 71-29. Residential canal zone.

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- (c) (1) New construction and improvements require the approval of the governing authority of the residential canal zone and a city building permit.
 - (2) Premises shall not be used for anything other than residential purposes and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise.
 - (3) Within a residential canal zone, the following shall apply:
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 - Building setbacks are 20 feet from roads and canals and five feet on sides adjacent to other lots. Fences are allowed in the five foot setbacks but prohibited in the 20' setbacks.
 - The outside finish on all residences and other accessory buildings must be of acceptable materials and shall be kept in good repair and in a neat and clean condition, and shall be cleaned or painted when necessary to preserve attractiveness.
 - Construction shall be completed within 120 days from date of issuance of a building permit.
 - No temporary building, tent, house trailer, or any other form of shelter shall be placed upon the lot during construction or at any other time.
- (d) All new or remodeled structures on any lot within a residential canal zone shall be constructed in such a way as to have a zero drainage impact to any street or adjacent property. Each lot shall be maintained so as to preserve the drainage of the lots and adjacent roadway areas. The erections or placing of any structure or object, or the filling in or excavation of any area of the lot which will prevent free and adequate drainage or allow water to stand on the lot, or adjacent lots, or adjacent waterway, is prohibited.
- (e) That any accessory to buildings, attached or detached, such as sheds and decks, shall be erected in accordance with section 71.21(b) this Code and be consistent with the style and outside finish of the residence and be constructed only upon approval of the governing authority of the residential canal zone and subsequently submitted to the city for permit.
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- (h) No livestock, poultry or other domestic or exotic animals of any kind whatsoever other than cats or dogs shall be placed, allowed or kept on any lots and permitted pets must be kept and maintained so as not to constitute an annoyance or nuisance to the other lots in the subdivision. Permitted pets shall be licensed and in conformance to Galveston County Animal Control Regulations.

- (i) In the event any clause, phrase, provision, sentence, or part of this section or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this section as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the city council of the city, 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.
- (j) *Savings and repealing clause.* All provisions of any ordinance in conflict with this section are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.
- (k) Any violation of this section or subsection, shall be a misdemeanor and subject to punishment as described in section 1-7 of this Code.

(Ord. No. O-2016-0021, § 2, 11-14-2016)

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STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

CONTRACT
BY AND BETWEEN
THE GOODMAN CORPORATION
AND
CITY OF LA MARQUE

THIS CONTRACT is hereby entered into by and between **The Goodman Corporation** (Consultant) and City of La Marque (Client).

WITNESSETH

WHEREAS, Client has identified the need for professional consulting services to assist with a Reconnecting Communities Program Grant Application;

WHEREAS, Client desires to retain Consultant to perform various professional services in accordance with the Scope and Budget as described in *EXHIBIT A*;

NOW, THEREFORE, IT IS HEREBY AGREED that Client and Consultant should enter into a Contract for performance of professional services pursuant to the following terms and conditions.

ARTICLE I: SCOPE OF SERVICES

Consultant agrees to undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services required by Client as described in the Scope of Services defined in *EXHIBIT A*.

ARTICLE II: CONTRACT PERIOD

This Contract becomes effective when fully executed by all parties, and it will terminate on completion of all obligations by all parties per the Scope of Services defined in *EXHIBIT A*. Any work performed or cost incurred before or after the contract period will be ineligible for reimbursement.

ARTICLE III: COORDINATION AND REPORTS

A. Coordination. Data, analyses, findings, and recommendations prepared in the performance of this work shall be reviewed and coordinated with Client during performance of the work program by Consultant.

B. Inspection of Work. Consultant shall permit Client to inspect and review activities relating to its performance under this Contract. Consultant shall maintain complete and accurate records with respect to its performance under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

C. Brief Progress Reports. Consultant shall submit monthly progress reports to Client. These reports shall outline work accomplished by task during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by Client.

ARTICLE IV: COMPENSATION

Consultant shall be paid on a lump sum, percent of completion fee basis for the performance of the Scope of Services defined in *EXHIBIT A* in an amount set forth therein. Any increase in compensation to Consultant shall be conditioned on amending this agreement.

ARTICLE V: METHOD AND SCHEDULE OF PAYMENT

A. Payment Requests. Consultant shall submit monthly invoices for services rendered on the basis of a percentage of completion per task unless otherwise specified. Invoices shall be submitted to Client accompanied by a progress report as described in ARTICLE III: Coordination and Reports. Client shall pay invoices within thirty (30) days of receipt thereof.

B. Late Payments. Any payment under the terms and conditions of this agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate equal one percent (1%) above the prime rate as reported by the Wall Street Journal as of the date such payment was due and payable.

C. Adjustments. In the event of a change in scope, complexity, or character of the work to be performed, and with the concurrence of both Client and Consultant, the fees specified in ARTICLE IV: Compensation may be adjusted in accordance with the provision of ARTICLE VI: Changes of this Contract by amending this original agreement.

D. Final Payment. Consultant shall submit a final invoice, so designated, for the contracted work within thirty (30) days of the close of this Contract.

ARTICLE VI: CHANGES

Client, from time to time, may require changes in the Scope of Services of Consultant to be performed hereunder, provided Consultant agrees in writing. Changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendment to this Contract.

ARTICLE VII: OWNERSHIP OF MATERIALS

All maps, drawings, documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Contract, shall become the property of Client upon completion of this Contract, or in the event of termination or cancellation thereof, at the time of payment under ARTICLE IV: Compensation for work performed. All such data and material shall be furnished to Client on request. All documents, including, but not limited to, drawings, specifications, and data or programs stored electronically, prepared by Consultant pursuant to this Contract are related exclusively to the services described herein. Any reuse without written verification of adaptation by Consultant to specific purposes intended will be at Client's sole risk and without liability or legal exposure to Consultant.

ARTICLE VIII: TERMINATION

Client, may terminate this contract, in whole or in part, when it is in the Client's interest through written notice provided a minimum of thirty (30) days prior to the contract termination date. If this contract is terminated, the Client shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

A. Procedure. In the event of such termination prior to completion of the Scope of Services provided for in *EXHIBIT A*, Client agrees to pay Consultant for work actually performed. Consultant shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.

B. Default. Client may, by written notice of default to Consultant, terminate the whole or any part of this Contract in any one of the following circumstances:

- 1) If Consultant fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If Consultant fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Consultant shall be paid for professional services for work actually performed, based upon the judgment of Client to the date of notification of default, less payment of any compensation previously paid.

ARTICLE IX: PROHIBITED INTEREST

No employee, officer, or agent of Client shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

the employee, officer, or agent;
any member of his or her immediate family;
his or her partner; or
an organization which employs, or is about to employ, such individuals;

has a financial or other interest in the firm selected for award. Client's officers, employees, or

agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant, potential consultants, or parties of subcontracts with this contract.

ARTICLE X - ASSIGNABILITY

Consultant may subcontract a portion of the services to be performed hereunder to firms with complementary disciplines to perform the Scope of Services defined in *EXHIBIT A*. All subconsultants retained by Consultant shall adhere to the terms of this Contract. Consultant shall not assign this Contract without prior written consent with the Client. If any portion of this Contract is assigned, Consultant shall not be relieved from any of the terms of this Contract.

ARTICLE XI - SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and all other provisions shall remain in full force and effect. If any provision of this Contract is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

ARTICLE XII – VENUE

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with the Contract shall lie exclusively within Galveston County, Texas.

ARTICLE XIII: COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach of violation of this warranty, Client shall have the right to annul this Contract without liability, or at its discretion to deduct from this Contract, the price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XIV: INDEMNIFICATION

Consultant shall indemnify and hold harmless Client, its officers, agents, and employees against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder.

ARTICLE XV: ACCESS TO RECORDS

Consultant agrees that Client shall have, until the expiration of three (3) years after termination or expiration of this Contract, access to and right to examine any directly pertinent documents, papers, and records developed by Consultant as a part of its work under this Contract.

ARTICLE XVI: FORCE MAJEURE EVENT

Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning,

drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate originals and it shall be effective the _____ day of _____, 2022.

CITY OF LA MARQUE

BY: _____
Name: _____
Title: _____

ATTEST: _____
Name: _____
Title: _____

THE GOODMAN CORPORATION

BY: 
Barry M. Goodman
President

ATTEST: 
Jim Webb
CEO

EXHIBIT A – SCOPE OF SERVICES (as attached)

City of La Marque, TX Reconnecting Communities Program

August 2022

The Goodman Corporation (TGC) and the City of La Marque (City) have previously worked together on the development of an Economic Development and Infrastructure Improvement Strategy which has identified several projects for development and funding pursuit. The City has been successful in leveraging this work to facilitate TxDOT funding for sidewalk improvements on FM 517. There is an opportunity to further implement the planning effort through the FY22 Reconnecting Communities Program. The program will allow for planning and capital grant applications towards projects that bridge man-made transportation barriers – such as IH 45, which bisects the City. Through this proposal, TGC will assemble a capital grant requesting approximately \$5M for the design and construction of shared use paths or sidewalks along FM 1765 from FM 2004 to SH 146. TGC will work collaboratively with the City to develop a competitive funding application for the program inclusive of project narrative, merit criteria, benefit cost analysis, design production, and support documentation.

The program application is due October 13, 2022. TGC will endeavor to provide a full grant package for review approximately 7 days prior to the deadline.

Task 1 – Complete Reconnecting Communities Application

1a: Project Narratives

TGC staff will prepare project narratives for the applications to include a detailed project description, location, schedule, and costs. Additionally, TGC will focus on the merit criteria outlined in the Notice of Funding Announcement. These include:

- Equity, EJ, and Community Engagement
- Mobility and Community Connectivity
- Community Based Stewardship, Management, and Partnerships
- Equitable Development and Shared Prosperity

In addition to the merit criteria, TGC will endeavor to address the DOT Strategic goals: safety, equitable economic strength and improving core assets, equity and barriers to opportunity, climate change and sustainability, and the transformation of our nation's transportation infrastructure.

TGC will coordinate with City staff to identify the local match commitment available that can be applied towards the projects. TGC staff will develop associated tables, graphics, and maps to ensure information

is clearly conveyed. TGC will complete all necessary forms and adhere to formatting restrictions to ensure completeness. TGC will assist City staff in submitting the application in Grants.gov, if beneficial.

1b: Benefit Cost Analysis

TGC will complete a benefit-cost analysis (BCA), consistent with USDOT methodology and criteria, which documents the quantified and monetized benefits associated with the project. Areas analyzed will include safety, mode conversion (auto to walk/bike/transit), emissions benefits, public health benefits, and other related categories. TGC will produce a BCA appendix and accompany Excel workbook for inclusion with the submission package.

1c: Support Documentation

TGC will develop a project white paper to garner support from project partners and work with the City to develop a list of potential project partners. TGC will work with the City to identify who will reach out to which partner agency to solicit a draft letter of support. It is anticipated that this list will include local, state, regional, and federal partners. TGC will manage tracking and collating letters to ensure a complete submission package.

Budget Summary

Progress payments will be made based on the percentage of completion of each task. Monthly invoices to include progress reports will be provided commensurate with the percentage of the project completed each month.

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Complete Reconnecting Communities Application	\$24,000
	Total	\$24,000

RESOLUTION NO. R-2022-0061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GOODMAN
CORPORATION

WHEREAS, the City of La Marque Texas desires to enter into a formal contract with
The Goodman Corporation detailing the rights and obligations of both parties.

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

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

The City Manager is authorized to enter into the agreement attached to this
Resolution as Exhibit 1.

The City Manager is authorized to execute any payments resulting from the
agreement.

In the event any clause, phrase, provision sentence, or part of this Resolution or the
application of the same to any person or circumstance 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 Resolution 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.

DULY PASSED by a majority vote of all members of the City Council of the City
of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

RESOLUTION NO. R-2022-0062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS PROPOSING
A TAX RATE FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the City of La Marque Texas is required to submit a new operating budget annually;

WHEREAS, on July 25, 2022 in accordance with the Charter of the City of La Marque the City Manager presented a proposed budget to council at a rate of .477076;

WHEREAS, on August 18, 2022 the Galveston County Tax Assessor Collector's Office certified a de minimis rate of .461628; and

WHEREAS, for fiscal year 2022-2023 the City of La Marque Texas proposes a tax rate of .461628 to include a Maintenance and Operations rate of .317891 and an interest and sinking rate of .143737.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Council of the City of La Marque, Texas proposes a tax rate of .461628 comprised of a Maintenance and Operations rate of .317891 and an interest and sinking rate of .143737.

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance 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 Resolution 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.

AYES:

NAYS:

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: August 29, 2022

Agenda item: _____

Prepared by: David Merryman

Reviewed by: _____

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion relating to authorizing the City Manager to execute a contract with the County of Galveston Commissioners' Court to provide fire protection services to unincorporated areas of Galveston County commencing upon signatures by both parties and running through September 30, 2023, in return for payment in the amount of twenty-two thousand five hundred dollars and no/100 (\$22,500.00).

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Proposed Contract

STAFF BRIEFING:

- Chapter 352 of the Local Government Code, "County Fire Protection" and chapter 791 of the Government Code, "Interlocal Cooperation Act" provides authority for this agreement
- LMFD routinely provides mutual aid assistance upon request if resources are available
- Commissioners' Court agrees to pay the City of La Marque twenty two thousand five hundred and no/100 (\$22,500.00) as reimbursement for mutual aid responses during the contract term to be used for purchase of equipment, supplies, training of personnel, and miscellaneous expenditures as determined by the Fire Chief
- Contract term becomes effective upon final execution by the principals and runs through September 30, 2023
- Contract is pending legal review and will not be executed until complete

HISTORY:

- Galveston County has historically appropriated funds each year to the La Marque Fire Department in return for the provision of mutual aid assistance to unincorporated areas outside of the City of La Marque when assets are available at the discretion of the Fire Chief.

TARGET IMPLEMENTATION: September 2022

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other -
Authorization to execute contract | |
| ☒ 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 authorize the City Manager to execute a contract with the County of Galveston Commissioners' Court to provide fire protection services to unincorporated areas of Galveston County commencing upon signaturs by both parties, and running through September 30, 2023 , in return for payment in the amount of twenty two thousand five hundred dollars and no/100 (\$22,500.00)

FISCAL IMPACT: Funds received in the amount of \$22,500.00 will be transferred into Line Item 48-4060-06-00, Fire Equipment

RESOLUTION NO. R-2022-0063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GALVESTON
COUNTY COMMISSIONERS' COURT

WHEREAS, the City of La Marque Texas desires to enter into a formal contract with
The Galveston County Commissioners' Court detailing the rights and obligations of
both parties to extend through September 30, 2023.

WHEREAS, the La Marque Fire Department routinely provides mutual aid and
assistance upon request to other jurisdictions in the county if resources are available.

WHEREAS, Local Government Code Chapter 352 "County Fire Protection" provides
authority for engagement.

WHEREAS, the Galveston County Commissioners' Court has agreed to pay the City of
La Marque \$22,500 as reimbursement for mutual aid responses

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

The foregoing recitals are hereby found to be true and correct and are hereby
adopted by the City Council and made a part hereof for all purposes as findings of
fact.

The City Manager is authorized to enter into the agreement attached to this
Resolution as Exhibit 1.

The City Manager is authorized to execute any payments resulting from the
agreement.

In the event any clause, phrase, provision sentence, or part of this Resolution or the
application of the same to any person or circumstance 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 Resolution 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.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the_____ day of August 2022.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

CONTRACT

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

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

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

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

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

1. To assist the various communities located in the unincorporated areas surrounding the City's city limits, the County agrees to pay the City to be on call and make fire protection runs into the unincorporated areas of Galveston County the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 (\$22,500.00). Payment of this sum shall be made following the acceptance and execution of this Contract by both parties.
2. City agrees to make reasonable efforts to respond to requests for fire protection services in the unincorporated areas of the County surrounding the City's city limits, regardless of the source of the request.

3. City agrees to keep a record of any runs made in response to an area in the unincorporated portions of the County, and to submit, not later than July 21, 2023, a report to the County Commissioners' Court advising the Court of the runs made to unincorporated areas of the County during the period of July 15, 2022 to July 14, 2023. For each run, the City will report the date and time of the run, the distance travelled, the number of personnel who responded, and all expenses incurred by the City as determined by the most recent City financial audit in making the reported runs. The County and City acknowledge that the City's run expenses will not impact the amount payable under this Contract.
4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the City and its members in the performance of their services. The City shall totally decide and be responsible for the manner, means and methods by which they operate.
5. It is further agreed and understood between the parties that in accordance with §352.004 of the Local Government Code, V.T.C.A., the acts of any person who, in the act of carrying out the County's authority to provide fire protection under this agreement, furnishes fire protection to a county resident who lives outside the municipalities in the County, including the act of person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
6. It is further agreed that the City is not liable for the acts of its employee in fighting fires outside the City under this Contract. However, it is acknowledged that the City will continue any responsibilities it may have to provide workers' compensation, to any employees who provide firefighting services under this Contract.
7. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.
8. To the extent permitted by the Constitution and laws of the State of Texas, City agrees to indemnify and save harmless the County of Galveston, its agents, Commissioners, Boards, Officers and employees from any and all suits, actions, or claims of any character, type or description brought or made for or on account

of any injuries or damages received or sustained by any person or persons arising out of or occasioned by the acts of the Fire Department, its members, deputies, agents or employees.

9. During the term of this Contract, the City agrees to:
 - a) Maintain membership in the Galveston County Firefighters Association,
 - b) Comply with the Texas Commission on Fire Protection (TCFP) and any other applicable Federal and State regulatory agency, and submit an annual letter stating such compliance to the Galveston County Fire Fighters Association.
10. Equal Employment Opportunity - The City agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.
11. Drug-Free Workplace - the City shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.
12. Americans With Disabilities Act - the City shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.
13. Nondiscrimination-the City acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination.

These laws include, but are not limited to:

Title VI of the Civil Rights Act of 1964
Title IX of the Education Amendments of 1972
The Rehabilitation Act of 1973, Section 503
The Rehabilitation Act of 1973, Section 504
The Age Discrimination Act of 1975
The Drug Abuse Office and Treatment Act of 1972
The Drug-Free Workplace Act of 1988

14. This Contract shall begin effective upon the execution of this document by both parties and shall terminate on September 30, 2023.
15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The City disclaims any reliance on representations by the County that are not expressly set out in this Contract.
16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.
17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.
19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.
20. This Agreement is being executed by both parties.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry
County Judge

Date: _____

Attest:

By: _____
Dwight D. Sullivan
County Clerk

CITY OF LA MARQUE, TEXAS

By: _____
Cesar Garcia
City Manager

Date: _____

Attest:

By: _____
Kierra Nance
City Clerk