



**CITY OF LAMARQUE  
CITY COUNCIL  
SPECIAL AGENDA  
of  
NOVEMBER 21, 2022**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Meeting** on **November 21, 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 or presiding officer your full legal name 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. PRESENTATIONS

- 5.I. Mayor Recap  
Mayor to give a recap of the past sixteen months

6. ORDINANCES

Discussion/ possible action regarding approving:

- 6.I. Ordinance No. O-2022-0018  
Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La

Marque, Texas by amending prescribed water and sewer rates

**This item was tabled November, 14, 2022**

Documents:

[UTILITY RATE ORDINANCE.PDF](#)

6.II. Ordinance No. O-2022-0019

Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribing solid waste charges

Documents:

[2022 SOLID WASTE ORDINANCE.PDF](#)

7. RESOLUTIONS

*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-2022-0099

Authorizing an application to the GameTime Parks Grant for Playground Equipment as recommended by the Parks Board

Documents:

[AGENDA FORM- PARK PLAYGROUND EQUIPMENT.PDF](#)  
[RESOLUTION NO. R-2022-00\\_\\_ - PARKS GRANT.PDF](#)  
[PLAYGROUND GRANT \\_ GAMETIME.PDF](#)  
[CITY OF LA MARQUE - 3 PARKS.PDF](#)  
[ESTIMATED PLAYGROUND PRICING.PDF](#)  
[BERKSHIRE.PDF](#)  
[PLAY CORE QUOTE.PDF](#)  
[SURFS UP \\_ GAMETIME.PDF](#)  
[TEENSY TOWN \\_ GAMETIME.PDF](#)

7.II. Resolution No. R-2022-0100

declaring the results of the La Marque Mayoral Recall Election held for any by the Galveston County Elections Division on November 8, 2022, the canvass of the votes pursuant to the Texas Election Code

Documents:

[RECALL CANVAS RESOLUTION.PDF](#)

7.III. Resolution No. R-2022-0101

Authorizing an advance funding agreement between the City of La Marque, Texas, and the Texas Department of Transportation (TXDOT)

Documents:



[AGENDA FORM - MAIN STREET SIDEWALK AFA.PDF](#)  
[SIDEWALK RESOLUTION.PDF](#)  
[AFA TASA ATTACHMENT A LOCATION MAP.PDF](#)  
[AFA TASA ATTACHMENT B BUDGET.PDF](#)  
[1 AFA TASA SIGNATURE PAGE.PDF](#)  
[MAIN ST. SIDEWALKS - TXDOT.PDF](#)

7.IV. Resolution No. R-2022-0102

Ratifying work authorization and Purchase Order issuance to Precision Pump Premium Pump Systems in the amount of \$49,956.00

Documents:

[AGENDA FORM- SHADY LANE LS.PDF](#)  
[RESOLUTION NO. R-2022-00\\_\\_ PREMIUM PUMPS.PDF](#)  
[PRECISION PUMPS - BUY BOARD 672-22 FORMAL QUOTE 10-22.PDF](#)  
[PREMIUM PUMPS- GORMAN RUMP.PDF](#)

7.V. Resolution No. R-2022-0103

Approving Adico, LLC to provide professional engineering services for design, bidding and construction phase services for FM 1765 New Waterline Construction in the amount of \$313,083

Documents:

[AGENDA FORM - 12-INCH WATERLINE PROJECT.PDF](#)  
[RESOLUTION NO. R-2022-00\\_\\_ WORK ORDER.DOCX](#)  
[COLM - WORK ORDER 2022-05 WATER SYSTEM\\_IMPACT FEE\\_HIGH PRIORITY PROJECTS\\_V2\\_SIGNED.PDF](#)  
[ORDINANCE NO. O-2019-003- IMPACT FEES.PDF](#)

8. APPOINTMENTS

appointments, reappointments, or removals of all City Boards and Commissions

9. NEW BUSINESS

*Items presented to the Council for discussion and possible action:*

9.I. 113 Union Street

Discussion regarding the settlement of certain liens on 113 Union St La Marque, TX 77568

Documents:

[AGENDA FORM - 113 UNION STREET.PDF](#)  
[FINAL COPY OF 113 UNION-LOTS 22 23 24 LIEN PAYOFF FINAL DRAFT OF TOTAL SUMMARY \(VERSION 1\).PDF](#)

9.II. Boards And Commissions

Discussion regarding revising Ordinance No. O-2022-0004, Establishing a policy for appointments to boards, commissions, and committees of the City of La Marque Code of Ordinances, and providing an effective date

Documents:

ORDINANCE NO. O-2021-0004- BOARDS AND COMMISSIONS.PDF

10. 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.*

11. 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 551.087 (Economic Development)*

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

13. ADJOURNMENT

**CERTIFICATION:**

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on November 18, 2022 before 5:30 p.m.

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Kierra K. Nance, TRMC

City Clerk

## **ORDINANCE NO. O-2022-00**

AN ORDINANCE OF THE CITY OF LA MARQUE TEXAS AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED WATER AND SEWER RATES.

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

**Section 1.** That Appendix A, Schedule of Fees and Charges, Water and Sewer Rates, of the La Marque Code of Ordinances is hereby amended to read as follows:

### **APPENDIX A: SCHEDULE OF FEES AND CHARGES**

#### Residential Water and Sewer Rates

INSIDE CITY LIMITS: The following rates shall apply to all residential customers of the city water and sewer system:

- (a) *Water Rates:* All residential customers, including single-family units, which shall include each mobile home whether located in a mobile home park or not and each unit of a duplex, triplex and apartments shall pay the following water rates per family unit:

For the first increment of water usage up to and including 2,000 gallons of water:

- (a) For residential and multi-family users \$0.00 plus \$16.50 per 1,000 gallons

For the increment of water usage from 2,001 gallons of water to 5,000 gallons:

- (b) For residential and multi-family users \$7.00 plus \$16.50 per 1,000 gallons

For the increment of water usage from 5,001 gallons of water to 10,000 gallons:

- (c) For residential and multi-family users \$8.50 plus \$16.50 per 1,000 gallons

For the increment of water usage from 10,001 gallons of water and above:

- (d) For residential and multi-family users \$10.00 plus \$16.50 per 1,000 gallons

The minimum charge for each single-family and multi-family unit shall be \$16.50 per month which charge shall provide for and be applied to the payment of the bond, contract bond debt, and other fixed operating costs of the city sewer system. All multiple unit customers such as apartments, mobile home parks, duplexes, etc., shall be charged the minimum charge of \$16.50 per month for each unit located in

such apartment, mobile home park, or duplex so that by example, if such apartment building contains ten apartments, the minimum monthly charge shall be \$165.00.

(b) *Sewer Rates*: All residential customers, including single-family units, which shall include each mobile home whether located in a mobile home park or not and each unit of a duplex, triplex and apartments shall pay the following sewer rates per family unit:

For the increment of sewer usage between 0 and 1,000 gallons:

(a) For residential and multi-family users \$23.59

For the increment of sewer usage between 1,001 gallons and above:

(b) For residential and multi-family users \$23.59 plus \$3.63 per 1000 gallons

Computation of the sewer rate charge shall be based upon consumption of metered water as read monthly by the city. Malfunctioning water meters that fail to register consumption average daily consumption as shown when metering operating properly.

#### OUTSIDE CITY LIMITS (RESIDENTIAL)

One and one-half times the charge applied inside the city limits for the same water usage.

#### Commercial Water and Sewer Rates

##### INSIDE CITY LIMITS

(a) *Water Rates*: The following rates shall apply to all commercial customers of the city water and sewer system:

For the first increment of water usage up to and including 1,000 gallons of water, minimum rate:

(a) For commercial users \$7.00

For the second increment of water usage from 1,001 gallons of water to 2,000 gallons of water:

(b) For commercial users \$9.00 plus \$45.00, per 1,000 gallons;

For the increment of water usage from 2,001 gallons of water to 5,000 gallons of water,:

(c) For commercial users \$12.00 plus \$45.00, per 1,000 gallons;

For the increment of water usage from 5,001 gallons of water to 10,000 gallons of water:

(d) For commercial users \$15.00 plus \$45.00, per 1,000 gallons;

For the increment of water usage from 10,001 gallons of water and above:

(e) For commercial users \$20.00 plus \$45.00, per 1,000 gallons;

The minimum charge commercial unit shall be \$45.00 per month which charge shall provide for and be applied to the payment of the bond, contract bond debt, and other fixed operating costs of the city sewer system.

(b) *Sewer Rates*: All commercial customers shall pay the following sewer rates per family unit:

For the increment of sewer usage between 0 and 1,000 gallons:

(a) For commercial users \$30.72;

For the increment of sewer usage between 1,001 gallons and 2,000 gallons:

(c) \$30.72 plus \$3.63 per 1000 gallons

Computation of the sewer rate charge shall be based upon consumption of metered water as read monthly by the city. Malfunctioning water meters that fail to register consumption average daily consumption as shown when metering operating properly.

#### **OUTSIDE CITY LIMITS (COMMERCIAL)**

One and one-half times the charge applied inside the city limits for the same water usage.

**Section 2.** 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 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 on the first utility billing date after final passage by City Council, a 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.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on First Reading this \_\_\_\_\_ day of \_\_\_\_\_, **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**.

**CITY OF LA MARQUE, TEXAS**

\_\_\_\_\_  
Keith Bell, Mayor

**ATTEST:**

\_\_\_\_\_  
Kierra Nance, TRMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gus Knebel  
Consulting City Attorney

**ORDINANCE NO. O-2022-00**

**AN ORDINANCE AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED SOLID WASTE COLLECTIONS CHARGES**

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

Section 1. That Appendix A, Schedule of Fees and Charges, Solid Waste Collection Charges, of the La Marque Code of Ordinances is hereby amended to read as follows:

**APPENDIX A: SCHEDULE OF FEES AND CHARGES**

**Solid Waste Collection Charges**

There are hereby levied the following charges, to be collected from the owner occupying any premises located or from the occupant or person in possession or control of any premises located on an established garbage and rubbish route within the city, for the removal and disposition of garbage and rubbish;

- (1) Residential Rates Per Month per Residential Service Unit (not including sales tax)
  - (a) Twice a week Residential Collection Rate- \$24.96.
  - (b) Every other week Recycling Collection- Included.
  - (c) Once a week Bulky Waste Collection- Included.
  - (d) At Your Door Household Hazardous Waste/Electronics Collection- Included.
  - (e) Residential Service Unit- Additional Cart- \$5.79 per Cart.
  - (f) Bulky Waste in excess of 5 cubic yards- \$175.00 per occurrence.
  - (g) Replacement Cart- \$81.15 per Cart.
- (2) Commercial Unit Collection Rates
  - (a) Castors per month- \$17.39
  - (b) Locking Device per month- \$40.57



(c) Monthly Commercial Unit Rates

| Container Size/Type               | Weekly Collection Frequency |          |          |          |          |          |           |
|-----------------------------------|-----------------------------|----------|----------|----------|----------|----------|-----------|
|                                   | 1                           | 2        | 3        | 4        | 5        | 6        | Extra P/U |
| Commercial Hand PU 96 Gal Cart    | N/A                         | \$50.78  | N/A      | N/A      | N/A      | N/A      | N/A       |
| Commercial Hand Extra Cart (Each) |                             | \$17.38  |          |          |          |          |           |
| 2yd FEL Container                 | \$98.09                     | \$155.23 | \$227.50 | \$261.30 | \$313.76 | \$370.92 | \$57.96   |
| 3yd FEL Container                 | \$106.39                    | \$203.74 | \$272.02 | \$287.99 | \$412.16 | \$478.85 | \$63.76   |
| 4yd FEL Container                 | \$135.90                    | \$223.57 | \$304.30 | \$378.90 | \$462.92 | \$542.12 | \$69.56   |
| 6yd FEL Container                 | \$178.09                    | \$271.37 | \$410.60 | \$535.87 | \$651.27 | \$758.85 | \$75.35   |
| 8yd FEL Container                 | \$232.39                    | \$342.70 | \$484.65 | \$627.75 | \$783.81 | \$954.48 | \$81.15   |

(d) Roll Off Bin (non-Temporary) and Compactor Rates

| Roll off Size/Type       | Container Rental Fee (Per Month) | Initial Delivery Fee (One-time) | Collection Fee (Per Haul) | Disposal Fee (Per Ton) |
|--------------------------|----------------------------------|---------------------------------|---------------------------|------------------------|
| 10 CY Roll off           | \$144.91                         | \$173.89                        | \$259.68                  | \$35.94                |
| 20 CY Roll off           | \$144.91                         | \$173.89                        | \$259.68                  | \$35.94                |
| 30 CY Roll off           | \$144.91                         | \$173.89                        | \$259.68                  | \$35.94                |
| 40 CY Roll off           | \$144.91                         | \$173.89                        | \$259.68                  | \$35.94                |
| 30 CY Roll off Compactor | \$393.92                         | *                               | \$259.68                  | \$35.94                |
| 40 CY Roll off Compactor | \$393.92                         | *                               | \$259.68                  | \$35.94                |

**\* To be determined by Contractor and Customer**

**Section 2.** Prices set out herein shall increase 3.5% each year beginning on October 1<sup>st</sup> of each year.

**Section 3.** Effective Date: The effective date shall coincide with the first utility billing after January 1, 2023.

**PASSED AND APPROVED** by the City Council of the City of La Marque on this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ on the First Reading.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on the \_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ for the Second and Final reading.

**CITY OF LA MARQUE, TEXAS**

\_\_\_\_\_  
Keith Bell, Mayor

**ATTEST:**

\_\_\_\_\_  
Kierra Nance, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gus Knebel, City Attorney



## CITY COUNCIL AGENDA FORM

Meeting Date: November 14, 2022

Prepared by: Rick Sailer

Department: Public Works

Agenda item: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**AGENDA ITEM DESCRIPTION:** Discussion/possible action regarding purchase of playground equipment for City Parks through GameTime Equipment Grant Program in the amount of \$99,864.27



### ATTACHMENTS FOR REFERENCE:

1. **GameTime Grant Program**
2. **GameTime Quote / bid for Playground Equipment**
3. **Product Data Sheets**

### STAFF BRIEFING:

- GameTime Equipment offer of 100% matching fund for purchase of playground equipment provides an opportunity for the City to install new equipment at a few of our City Parks.
- The Parks Board reviewed the program and recommended to use the Program
- Several options were considered by Parks Board members with a final determination and recommendation in coordination with the Playtime representative.
- The Grant program only covers the cost of the playground structures, shipping and installation is additional charges.
- The Proposal provides \$71,516.00 in Playtime Equipment with \$28,070.66 matching funds, reducing playground equipment cost to \$43,445.34
- Total expenditure for the playground equipment, including shipping and installation is \$99,864.27
- Playtime Equipment is not listed on the H-GAC-Buy site; comparative product pricing is being obtained. *(not available at the time of this Agenda submittal)*
- Submission deadline is November 15, 2022 to obtain Grant Funding Option.

➤ City Manager has reviewed and approved.

➤ Finance Director has reviewed and approved.

➤ City Attorney has reviewed and approved.

### HISTORY:

- May 9, 2022 - City Council accepted & approved Parks Master Plan
- October 5, 2022 - Parks Board recommended GameTime Grant submittal



## CITY COUNCIL AGENDA FORM

**TARGET IMPLEMENTATION** - Installation - Bayou, Jaycee, Westlawn

- April 1, 2023

**SIGNIFICANT ACTION DATES:**

- **October 5, 2022 - Parks Board approved Grant submission and purchase**
- **November 14, 2022 - City Council approval of Grant Application**
- **November 15, 2022 - Grant Application due to GameTime**

**ACTION:**

- |                                                                                                                                              |                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Ordinance                                                                                                           | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Special Presentation                                                                                                | <input type="checkbox"/> Proclamation          |
| <input type="checkbox"/> Finance Report                                                                                                      | <input type="checkbox"/> Public Hearing        |
| <input type="checkbox"/> Municode Codification                                                                                               |                                                |
| <input checked="" type="checkbox"/> Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures |                                                |

**Cost Details:**

|                              |                    |
|------------------------------|--------------------|
| <b>Budgeted</b>              |                    |
| <b>Actual Bid</b>            |                    |
| <b>Estimated Expenditure</b> | <b>\$99,864.27</b> |
| <b>Acct. Name(s)</b>         | Parks Fee Fund     |
| <b>Line Items #</b>          |                    |
| <b>Other Funding</b>         |                    |

**STAFF'S RECOMMENDATION:**

Motion to approve Grant Application and Purchase Order in the amount of \$99,864.27 for playground equipment by GameTime Inc.

**FISCAL IMPACT: \$99,864.27 (Parks Fee Funds)**

**RESOLUTION NO. R-2022-00**

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS AS HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT FOR THE PURPOSE OF PARTICIPATING IN THE GAMETIME PLAYGROUND EQUIPMENT GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) PUBLIC PARK AND RECREATIONAL USES.

**WHEREAS,** the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS,** the Applicant is desirous of authorizing an official to represent and act for the Applicant concerning the Program;

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.

That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

That the Applicant hereby certifies that the matching share for this application will be readily available at the time of award.

That the Applicant hereby authorizes and directs the City Manager or his designee to act for the Applicant for the purposes of the Program, and that the City Manager or his designee is hereby officially designated as the representative in this regard.

The Applicant hereby specifically authorizes the official to make application concerning multiple parks in the City of La Marque, Texas for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

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

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Kierra Nance, TRMC  
City Clerk

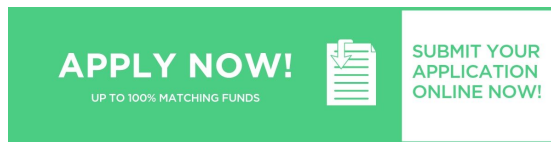
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Keith Bell  
Mayor

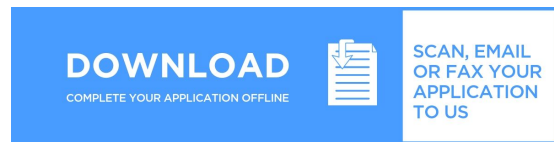
# Playground Grant

## Up to 100% Matching Funds

For a limited time, GameTime is offering up to 100% matching funds on playground systems. With up to 100% matching funds, GameTime is helping your community bring play to more children and families. Our playground grant funds are available toward the purchase of new play systems based on need and on a first-come, first-served basis. **Apply Now!**



[<https://www.gametime.com/grant-application>]



[<https://www.gametime.com/grant-download>]

## Who is Eligible for Playground Grants?

Any parks department, school, nonprofit, or other youth organization is eligible for playground equipment funding from GameTime. [Submit your grant application](https://www.gametime.com/grant-application) [https://www.gametime.com/grant-application] for review. Our grant award team will make a funding determination within a few days of your submission.

The deadline to submit your GameTime playground grant application is October 26, 2022. Only continental U.S. applications are being accepted at this time.

## Are There Other Playground Funding Opportunities?

GameTime is also offering playground grants and funding toward the purchase of select [Challenge Courses](https://www.gametime.com/products?orderby_sort=productPrice%7Casc&limit=12&search%3Aregion=&category_group=2%7C3%7C6%7C13%7C14%7C16%7C1%7C18&gtfit_outdoor_fitness)

[https://www.gametime.com/products?

orderby\_sort=productPrice%7Casc&limit=12&search%3Aregion=&category\_group=2%7C3%7C6%7C13%7C14%7C16%7C1%7C18&gtfit\_outdoor\_fitness

[https://www.gametime.com/products?

orderby\_sort=productPrice%7Casc&limit=12&search%3Aregion=&category\_group=2%7C3%7C6%7C13%7C14%7C16%7C1%7C18&

systems. Funding amounts vary, based on the product selected. The grant application deadline is October 26, 2022. Grant funds are only offered to customers in the continental United States.

# How Do I Apply For Playground Grants from GameTime?

Complete our [online grant application](https://www.gametime.com/grant-application) [https://www.gametime.com/grant-application] . You can also [download a copy](https://www.gametime.com/grant-download) [https://www.gametime.com/grant-download] of our application and complete it offline. If you have any questions about funding amounts or eligibility, [contact a GameTime representative](https://www.gametime.com/contact-us) [https://www.gametime.com/contact-us] in your neighborhood or call [800-235-2440](tel:800-235-2440) [tel:800-235-2440] .

If you are ready to plan a playground project that promotes physical activity, combats childhood obesity, and encourages all people to play together, this is the perfect time to apply.

Offer valid only in the continental United States of America. Other [terms and conditions](https://www.gametime.com/playground-grant/terms) [https://www.gametime.com/playground-grant/terms] apply.

## Playground Grant Funding for Every Community

### Up to 100% Matching Funds on Play Systems

[Apply Now](/grant-application)

### Up to \$25,000 in Funds for Obstacle Courses

[Apply Now](/grant-application)



# Up to \$7,000 in Funds for Outdoor Fitness Equipment

[Apply Now\[/grant-application\]](#)

# Proposal for



Prepared by



11-03-2022  
Job # 163023-01

City of La Marque - Westlawn, Bayou and Jaycee Parks



2813008583 | gametime.com

# COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

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Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

## CPSC

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The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

## IPEMA EQUIPMENT CERTIFICATION

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GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, [www.ipema.org](http://www.ipema.org).

## IPEMA SURFACING CERTIFICATION

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GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at [www.ipema.com](http://www.ipema.com).

## ADA

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GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to [www.access-board.gov](http://www.access-board.gov)

## ISO 9001:2000

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GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

## TUV

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An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.

# INSURANCE

GameTime has \$51 Million in product liability insurance.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Marsh USA, Inc.<br>Two Alliance Center<br>3560 Lenox Road, Suite 2400<br>Atlanta, GA 30326<br>Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321<br>CN102326389-CAS-GAUWX-19-20 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|----------------------------------------|-------|------------------------------------------------------------|-------|----------------------------------------------|-------|--------------------------------------------------------|-------|----------------------------------------------------------|-------|------------------------------------------------|-------|
| <b>INSURED</b><br>GameTime<br>A Division of PlayCore WI, Inc.<br>150 PlayCore Drive SE<br>Fort Payne, AL 35967                                                                                          | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Evanston Insurance Company | 35378 | INSURER B : Travelers Property Casualty Company Of America | 25674 | INSURER C : ACE Property And Casualty Ins Co | 20699 | INSURER D : The Travelers Indemnity Company of America | 25666 | INSURER E : National Union Fire Ins Co. of Pittsburgh PA | 19445 | INSURER F : The Charter Oak Fire Insurance Co. | 25615 |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |
| INSURER A : Evanston Insurance Company                                                                                                                                                                  | 35378                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |
| INSURER B : Travelers Property Casualty Company Of America                                                                                                                                              | 25674                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |
| INSURER C : ACE Property And Casualty Ins Co                                                                                                                                                            | 20699                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |
| INSURER D : The Travelers Indemnity Company of America                                                                                                                                                  | 25666                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |
| INSURER E : National Union Fire Ins Co. of Pittsburgh PA                                                                                                                                                | 19445                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |
| INSURER F : The Charter Oak Fire Insurance Co.                                                                                                                                                          | 25615                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                        |       |                                                            |       |                                              |       |                                                        |       |                                                          |       |                                                |       |

**COVERAGES** **CERTIFICATE NUMBER:** ATL-004720415-32 **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                        | ADDL SUBR INSD WVR | POLICY NUMBER                                                                               | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS                                                                                                                                                                                                                                                                       |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> SIR \$250,000 Per Occ.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | MKL V2PBC000367                                                                             | 08/01/2019                             | 08/01/2020                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ EXCLUDED<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/PO/AGG \$ 4,000,000<br>POLICY AGGREGATE \$ 10,000,000 |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY                                                  |                    | TJ-CAP-9D897065TIL-19                                                                       | 08/01/2019                             | 08/01/2020                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp./Coll. Ded.: \$1,000 \$                                                                                    |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000                                                                                                  |                    | XOOG71549501 001                                                                            | 08/01/2019                             | 08/01/2020                             | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                                               |
| F        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                        | N/A                | UB-2N106953-19-51-R<br>UB-2N159031-19-51-K<br>UB-7J602089-19-14-G<br>(See Additional Page.) | 08/01/2019<br>08/01/2019<br>08/01/2019 | 08/01/2020<br>08/01/2020<br>08/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                     |
| E        | Excess Umbrella                                                                                                                                                                                                                                                                                                                                                          |                    | BE 015899319                                                                                | 08/01/2019                             | 08/01/2020                             | Each Occurrence 15,000,000<br>Aggregate 15,000,000                                                                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Information Only

### CERTIFICATE HOLDER

|                                                                                                     |                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GameTime<br>A Division of PlayCore Wisconsin, Inc.<br>150 PlayCore Drive SE<br>Fort Payne, AL 35967 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.



# WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and “C”-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

11/02/2022  
Quote #  
163023-01-02

## City of La Marque - Westlawn, Bayou and Jaycee Parks Rev 1

City of La Marque  
Attn: Rick Sailler  
4916 Texas Ave Suite C  
La Marque, TX 77568  
Phone: 409-944-8886  
R.Sailler@cityoflamarque.org

Ship to Zip 77301

| Quantity                             | Part #        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Unit Price                | Amount        |
|--------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------|
| 1                                    | RDU           | GameTime - 163023-2A1R1 Modified Surf's Up PrimeTime 5-12 Playscape                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$30,268.00               | \$30,268.00   |
| 1                                    | RDU           | GameTime - 163023-2A2 Teensy Town PS21015 PowerScape 5-12 Playscape                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$24,822.00               | \$24,822.00   |
| 1                                    | RDU           | GameTime - 163023-2A3 Modified Berkshire PrimeTime 5-12 Playscape                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$16,426.00               | \$16,426.00   |
| 1                                    | RDU           | GameTime - Surfacing Accessories, (73) 12" Playcurbs, (3) Accessible Ramps, and (3) 1125 SF Geo Rolls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$7,826.00                | \$7,826.00    |
| 1                                    | 178749        | GameTime - Owner's Kit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$66.00                   | \$66.00       |
| 115                                  | EWf           | GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)-<br><ul style="list-style-type: none"><li>Area: 2305 Sq.Ft.</li><li>Thickness (Compacted): 12"</li><li>Includes three drops</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$25.93                   | \$2,981.95    |
| 1                                    | INSTALL       | MISC - Installation of Above Equipment and Surfacing Only; -<br><br><i>No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer.<br/>Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$25,389.18               | \$25,389.18   |
| 1                                    | 2022 GT-Grant | MISC - 2022 Matching Funds Grant-<br><b><u>Grant Rules and Limitations:</u></b><br><b>To qualify for up to 100% matching grant</b> , list price of the qualifying playground system must exceed \$75,000, and <b>payment in full must accompany your order</b> . For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 75%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 60%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, IONiX®, and select Modern City PlayLab® systems only. THRIVE (up to \$7,000), GTfit (up to \$7,000), and Challenge Course (up to \$25,000) are also eligible for funding from GameTime. Modern City freestanding structures, VistaRope, freestanding net structures, Altus and Spire Towers, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. <b>Orders accepted by GameTime must ship by December 30, 2022. GameTime will accept grant orders until November 1, 2022, or until all eligible funds are disbursed, whichever comes first.</b> GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2022 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Material surcharges apply. |                           |               |
| Contract: Buy Board Contract #679-22 |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Sub Total</b>          | \$107,779.13  |
|                                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Grant</b>              | (\$28,070.66) |
|                                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Material Surcharge</b> | \$10,936.89   |



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11/02/2022  
Quote #  
163023-01-02

## City of La Marque - Westlawn, Bayou and Jaycee Parks Rev 1

| Quantity | Part # | Description | Unit Price               | Amount             |
|----------|--------|-------------|--------------------------|--------------------|
|          |        |             | <b>Estimated Freight</b> | <b>\$9,218.91</b>  |
|          |        |             | <b>Total</b>             | <b>\$99,864.27</b> |

### Comments

Freight Calculated to Installer's Zip Code 77301:

### GRANT PURCHASE ORDER DISCOUNT APPLIES

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER.

PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted **(If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.)**. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
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11/02/2022  
Quote #  
163023-01-02

## City of La Marque - Westlawn, Bayou and Jaycee Parks Rev 1

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$99,864.27**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature





GameTime c/o Cunningham Recreation  
PO Box 240981  
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11/02/2022  
Quote #  
163023-01-02

## City of La Marque - Westlawn, Bayou and Jaycee Parks Rev 1

### **BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **SHIPPING INFORMATION:**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

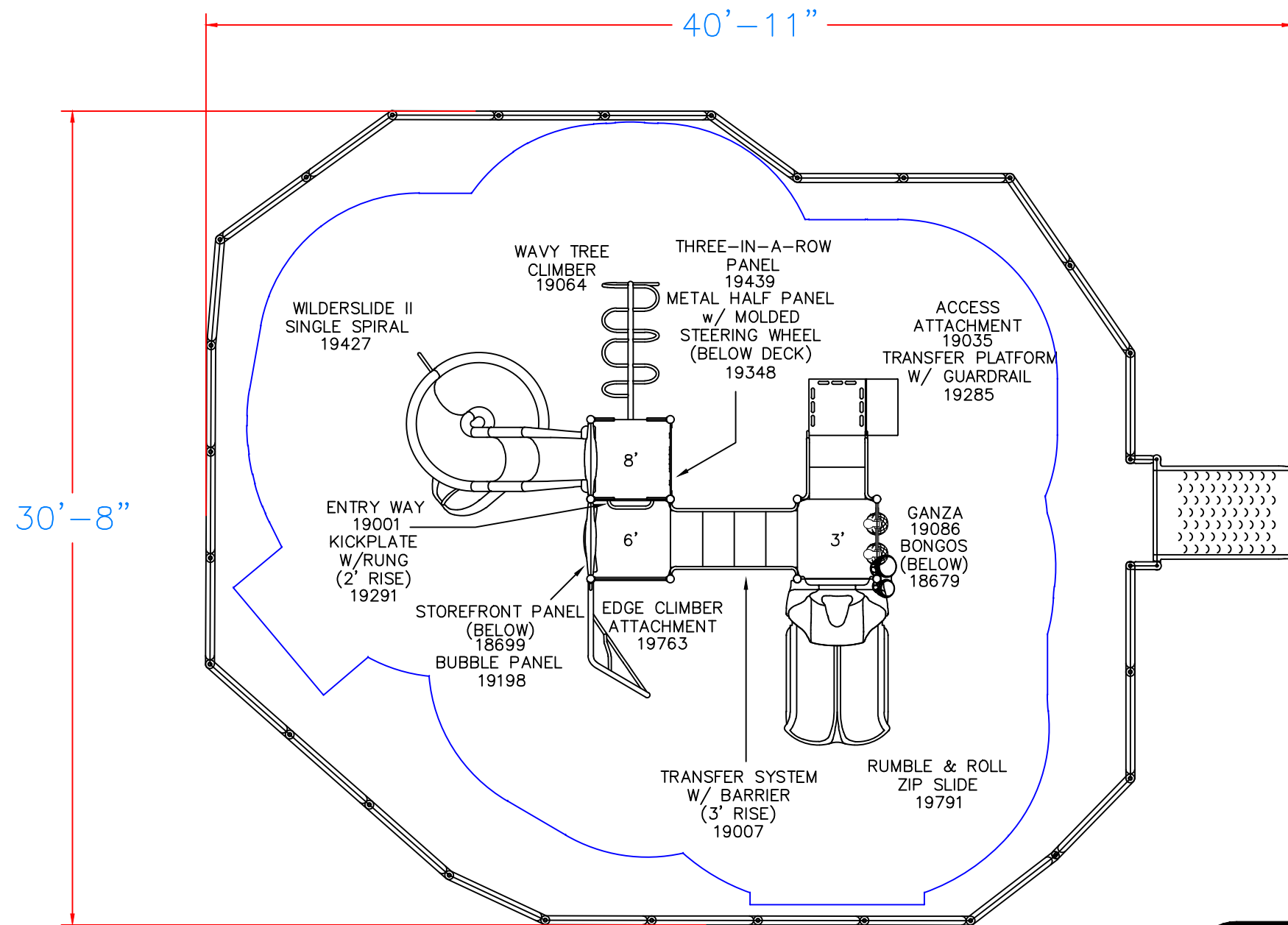
Address: \_\_\_\_\_

Address: \_\_\_\_\_

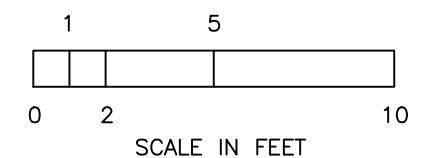
City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



| SURFACING |     |
|-----------|-----|
| TYPE      | EWf |
| SQ FT     | 918 |
| DEPTH     | 12" |



This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

|                                                   |   |          |   |
|---------------------------------------------------|---|----------|---|
| Total Elevated Play Components                    | 0 |          |   |
| Total Elevated Play Components Accessible By Ramp | 0 | Required | 0 |
| Total Elevated Components Accessible By Transfer  | 0 | Required | 0 |
| Total Accessible Ground Level Components Shown    | 0 | Required | 0 |
| Total Different Types Of Ground Level Components  | 0 | Required | 0 |



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



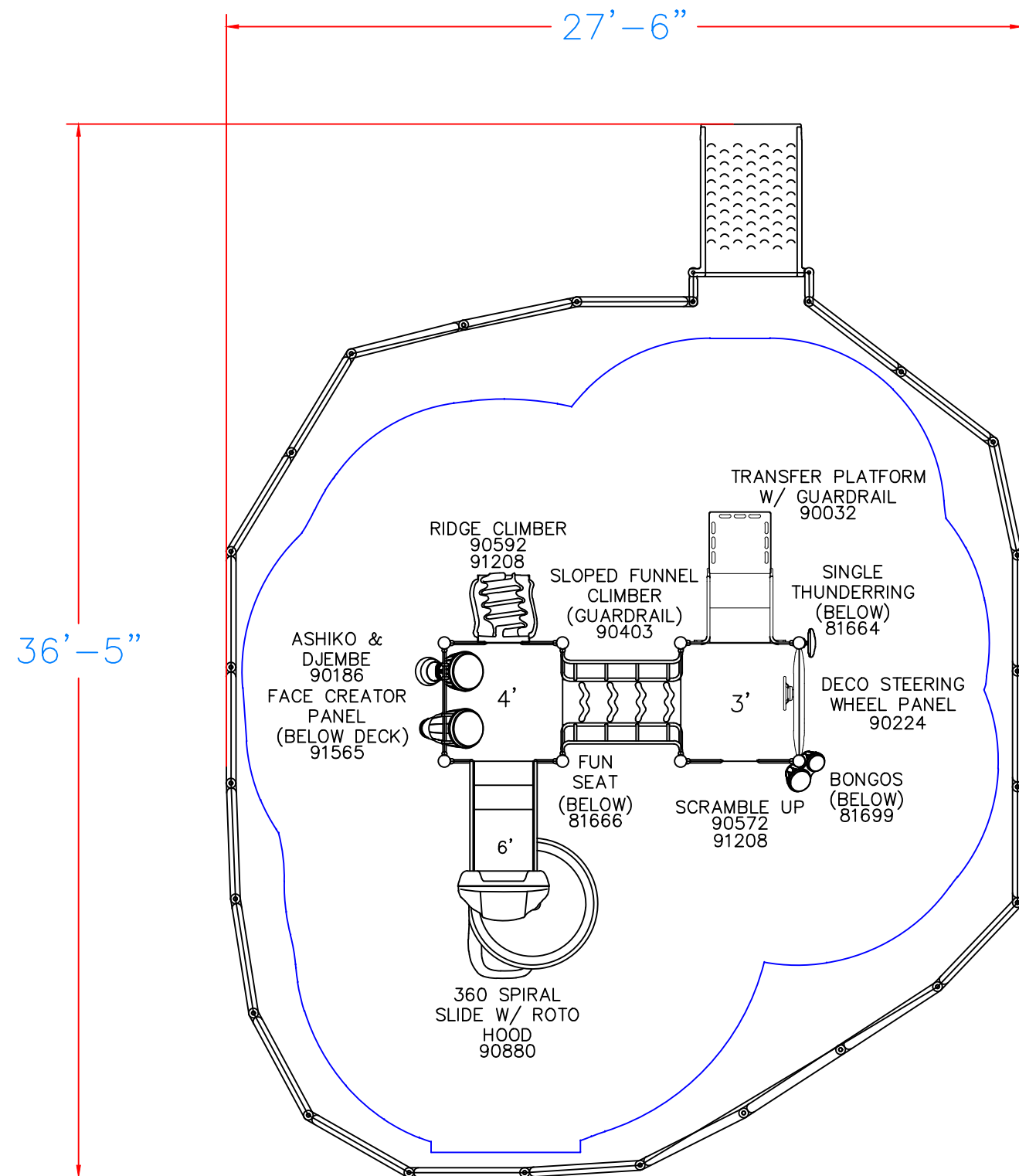
City of La Marque / Westlawn Park  
Modified Surf's Up Unit  
La Marque, TX  
Representative  
Cunningham Recreation

This play equipment is recommended for children ages  
5 - 12

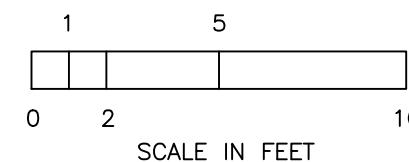
Minimum Area Required:  
40'-11" X 30'-8"  
Scale:  
This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
JH  
Date:  
11/02/2022  
Drawing Name:  
163023-1A1R1



| SURFACING |     |
|-----------|-----|
| TYPE      | EWf |
| SQ FT     | 698 |
| DEPTH     | 12" |



This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

|                                                   |   |          |   |
|---------------------------------------------------|---|----------|---|
| Total Elevated Play Components                    | 6 |          |   |
| Total Elevated Play Components Accessible By Ramp | 0 | Required | 0 |
| Total Elevated Components Accessible By Transfer  | 6 | Required | 3 |
| Total Accessible Ground Level Components Shown    | 3 | Required | 2 |
| Total Different Types Of Ground Level Components  | 3 | Required | 2 |



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



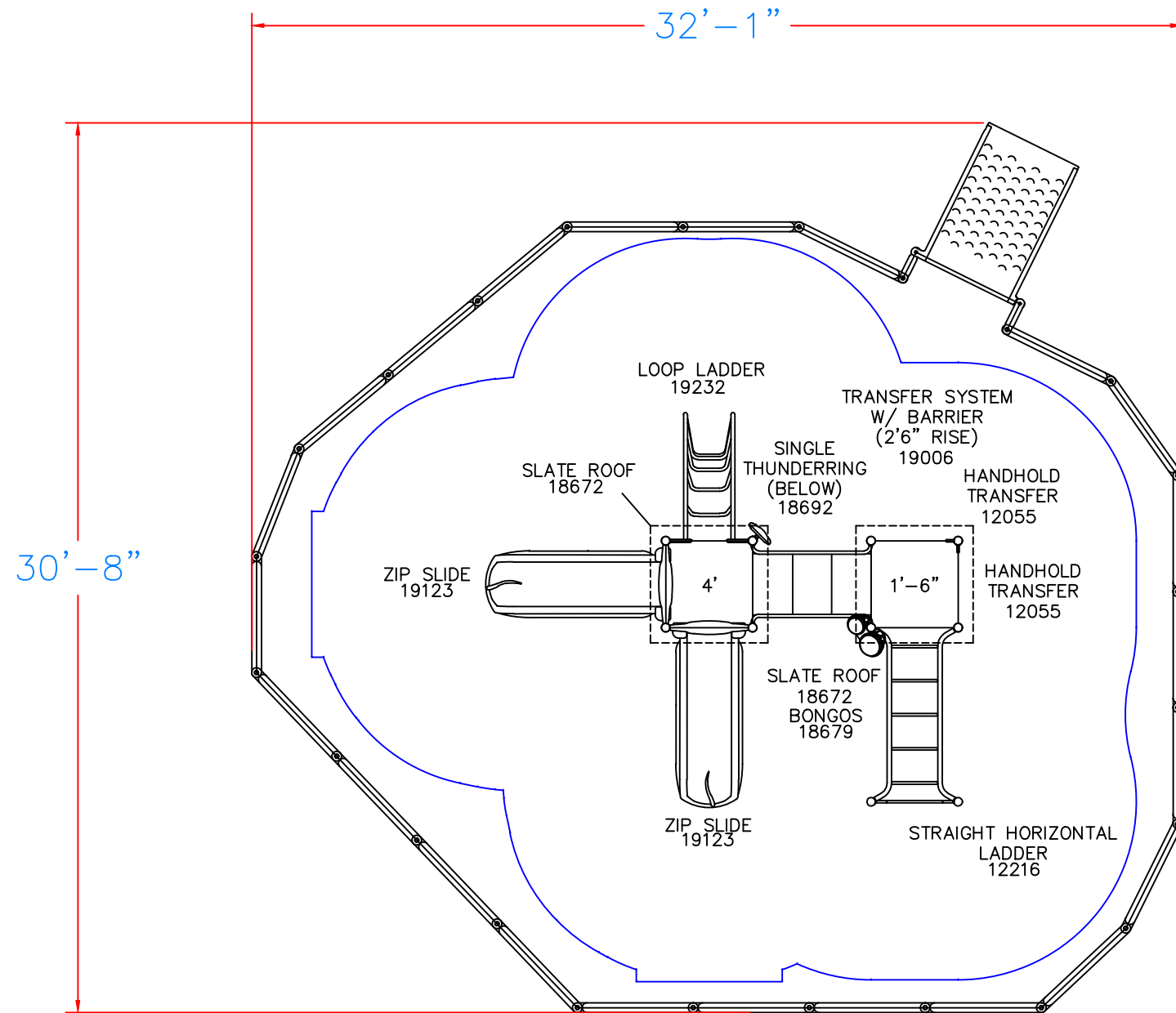
City of La Marque - Bayou Park  
PS21015 Teensy Town  
La Marque, TX  
Representative  
Cunningham Recreation

This play equipment is recommended for children ages  
5-12

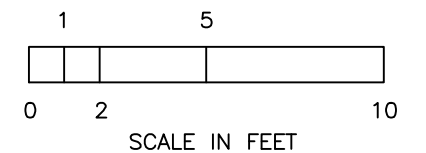
Minimum Area Required:  
27'-6" X 36'-5"  
Scale:  
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
JH  
Date:  
11/01/2022  
Drawing Name:  
163023-1A2



| SURFACING |     |
|-----------|-----|
| TYPE      | EWF |
| SQ FT     | 689 |
| DEPTH     | 12" |



This unit includes play events and routes of travel specifically designed to meet the 2010 DOJ ADA (Americans with Disabilities Act) Standards for Accessible Design.

|                                                   |   |          |   |
|---------------------------------------------------|---|----------|---|
| Total Elevated Play Components                    | 4 |          |   |
| Total Elevated Play Components Accessible By Ramp | 0 | Required | 0 |
| Total Elevated Components Accessible By Transfer  | 4 | Required | 2 |
| Total Accessible Ground Level Components Shown    | 2 | Required | 1 |
| Total Different Types Of Ground Level Components  | 2 | Required | 1 |



A PLAYCORE Company  
150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



City of La Marque - Jaycee Park  
Modified Berkshire  
La Marque, TX

Representative  
Cunningham Recreation

This play equipment is recommended for children ages  
5 - 12

Minimum Area Required:  
32'-1" X 30'-8"

Scale:  
This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
JH

Date:  
11/01/2022

Drawing Name:  
163023-2A3

GameTime Division  
PlayCore Wisconsin, Inc.  
150 PlayCore Drive SE  
Fort Payne, Alabama 35967  
Telephone: 800.235.2440



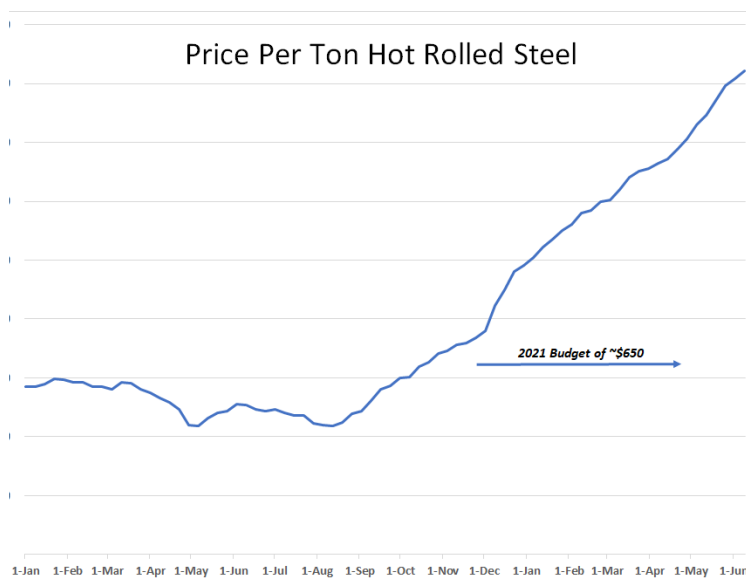
A PLAYCORE Company

## Dear Valued Customer:

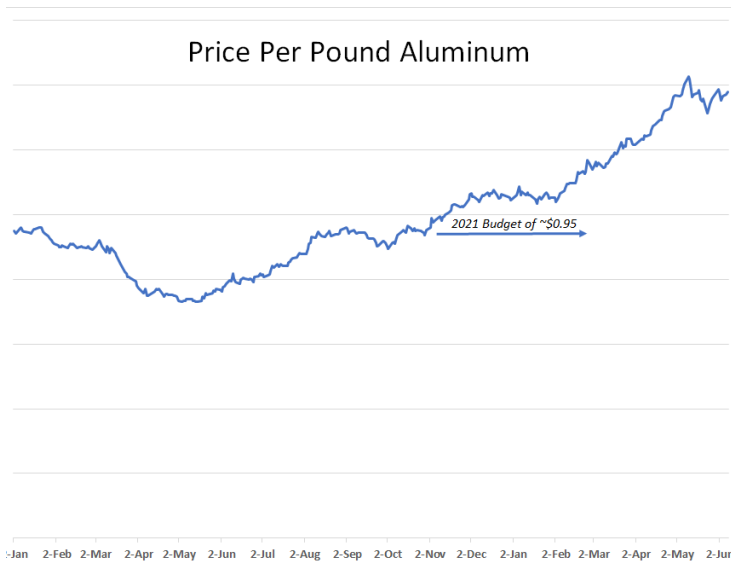
While we remain committed to effectively managing our product pricing to the best of our ability, we continue to experience unprecedented volatility in commodity prices with COVID-19 related production slowdowns and capacity challenges our raw material suppliers are facing, as depicted in the following summary. Due to the dramatic impact of these increases, it has become necessary for GameTime to implement an additional material surcharge effective for orders submitted on or after July 12<sup>th</sup>, 2021.

Along with our local representatives, we will ensure your projects continue to meet the best-in-class product quality and service you expect from GameTime. We will monitor market conditions closely and communicate with you to ensure your projects provide exceptional value to the communities you serve.

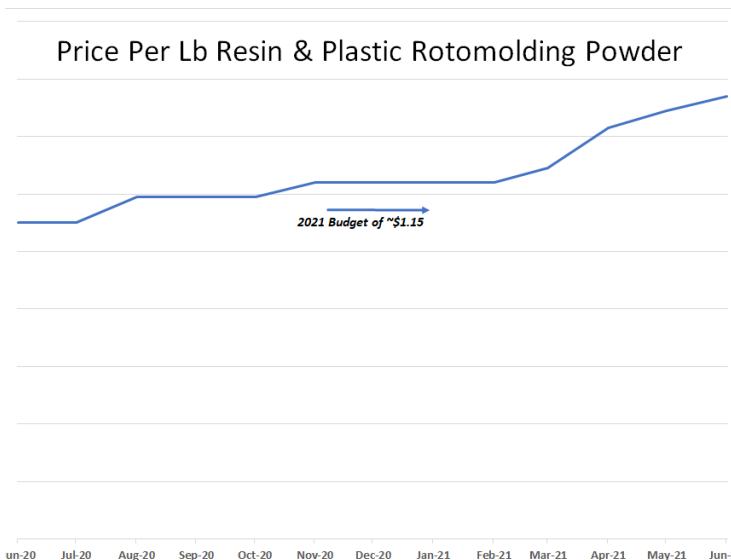
Thank you for partnering with us to build communities and enrich lives through play and recreation. We are grateful for your continued resilience and commitment to creating playful places for all ages and abilities. If you have any questions or a project you would like to discuss, please contact your local GameTime representative at 800-235-2440.



- Suppliers idled furnaces in 2020, pushing inventories to scarce levels
- 2021 demand returning at a rate faster than supply
- Many suppliers continue facing challenges with ramping up production due to COVID-19 related restrictions
- YOY cost increases exceeding 275%



- Strong exports to Asia in 2020 depleted U.S. inventories
- Continued strength in export market and increased demand in U.S. manufacturing resulting in supply chain difficulty
- YOY cost increases exceeding 65%



- Most active Atlantic hurricane season on record caused suppliers to idle production
- Many suppliers implementing 50% material allocation to primary buyers in attempt to catch up to normal production and inventory levels
- YOY cost increase exceeding 35%

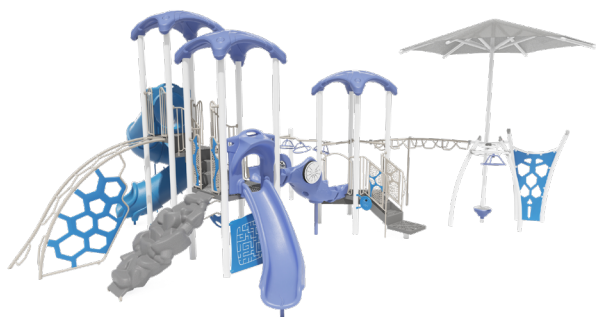
*S. Spencer Cheak*

S. Spencer Cheak  
GameTime President  
150 PlayCore Drive S.E.  
Fort Payne, AL 35967

*GameTime is a leading US manufacturer of commercial playgrounds, custom play spaces and outdoor fitness equipment. Our products combine play research with thoughtful design to create award-winning playgrounds for people of all abilities. Since 1929 we have partnered with local and national advocates for play to build healthy, active communities for this generation and the next. Find out more about our mission of enriching the lives of children and families through play at [www.gametime.com](http://www.gametime.com).*

*For any questions, please contact us 800-235-2440.*

# NATURAL PALETTES



## ARCTIC

Uprights

White

Metal

Champagne

HDPE

Sky Blue

Roto Plastic

Periwinkle

Decks

Gray



## MALIBU

Uprights

Bronze

Metal

Beige

HDPE

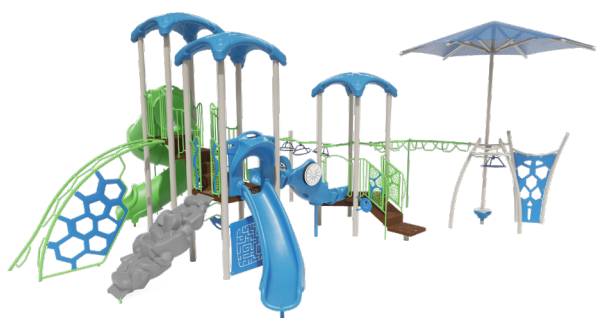
Spring Green

Roto Plastic

Spring Green

Decks

Brown



## SPRING BLOOM

Uprights

Champagne

Metal

Spring Green

HDPE

Sky Blue

Roto Plastic

Sky Blue

Decks

Brown



# CONTEMPORARY PALETTES



## AVALON

Uprights

Bronze

Metal

White

HDPE

Dolphin Gray

Roto Plastic

Periwinkle

Decks

Gray



## DEEP SPACE

Uprights

Starlight Black

Metal

Yellow

HDPE

Red

Roto Plastic

Sky Blue

Decks

Blue



## EMERALD

Uprights

Metallic

Metal

White

HDPE

Yellow

Roto Plastic

Spring Green

Decks

Blue



## PASSION FRUIT

Uprights

Orange

Metal

Spring Green

HDPE

Sky Blue

Roto Plastic

Yellow

Decks

Brown



## WHIMSY

Uprights

White

Metal

Blue

HDPE

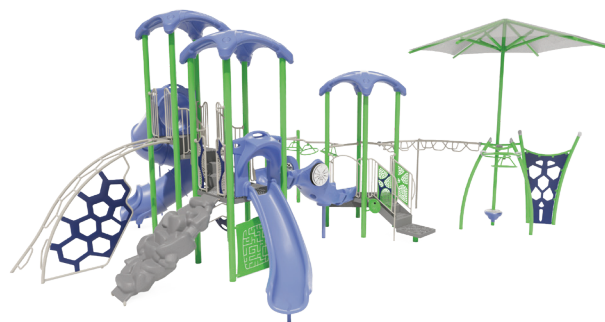
Orange

Roto Plastic

Periwinkle

Decks

Gray



## HONEYSUCKLE

Uprights

Spring Green

Metal

Champagne

HDPE

Blue

Roto Plastic

Periwinkle

Decks

Gray



# PRIMARY PALETTES



## WEST PALM

Uprights

Sky Blue

Metal

Spring Green

HDPE

Blue

Roto Plastic

Orange

Decks

Gray



## GUM DROP

Uprights

Burgundy

Metal

Butterscotch

HDPE

Blue

Roto Plastic

Blue

Decks

Blue



## JOVIAL

Uprights

Burgundy

Metal

Butterscotch

HDPE

Dolphin Gray

Roto Plastic

Spring Green

Decks

Blue



## SUNRISE

Uprights

Orange

Metal

White

HDPE

Dolphin Gray

Roto Plastic

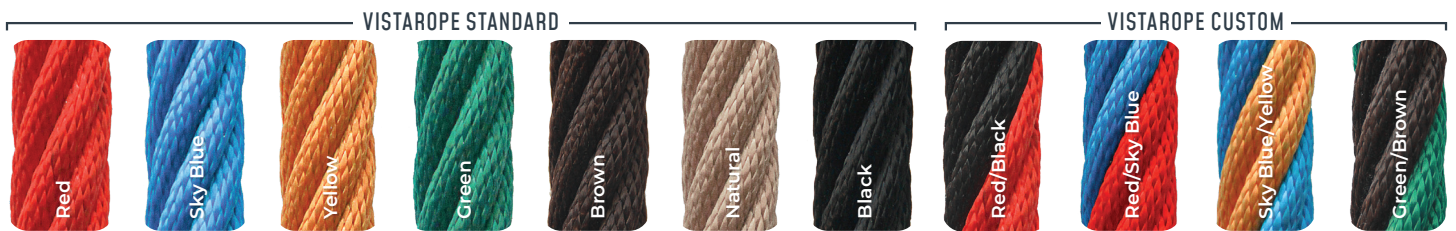
Poyal Purple

Decks

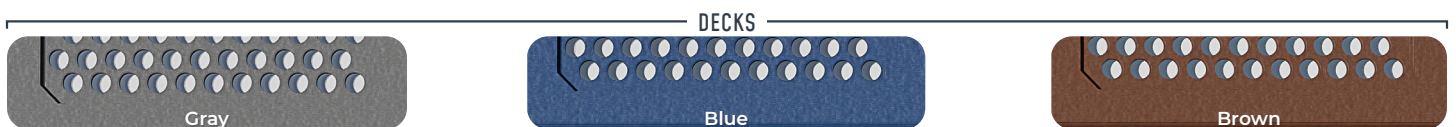
Gray

# COLOR OPTIONS

GameTime's premier 5" play system for ultra-tough durability.



\*Colors for VistaRope products only. All standard GameTime ropes are black.





## WHAT TO EXPECT AFTER YOUR ORDER WHEN INSTALLATION IS INCLUDED

So that we can meet all your expectations, we have put together this schedule of events that will occur after you place your order. Once your order is received, it is sent to the company headquarters in Fort Payne, AL.

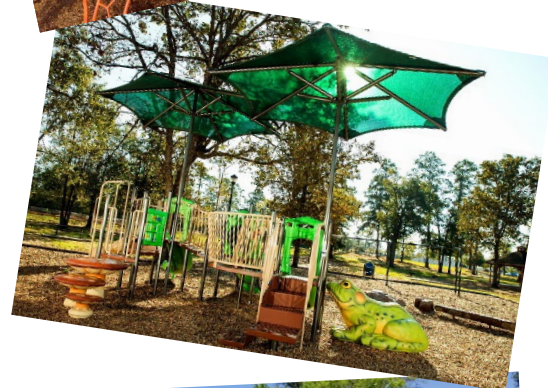
Your order will ship via common carrier approximately 24-45 days after its acceptance into the GameTime system.

Depending on how far from Fort Payne, AL you are located, the order should arrive in 3-10 days after shipment.

Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Your project site must be completely prepared and ready to receive your equipment before any installation work begins. You will also be responsible for locating and clearly marking all underground utilities in the installation area. Additionally, you will need to acquire any and all required permits prior to the installation. Unless other arrangements have been made, security of the site during construction, if required, will be your responsibility.

Non- standard installations can include excavation, site work, extra/additional machinery for rock excavation, limited access sites, utility obstacles, etc. These typically require more time and are an additional cost.

Once work is completed you will be notified and all responsibility of any new work and maintenance will be transferred to you.





## PRIMETIME

The standard in affordable play systems.

### MAXIMUM PLAY VALUE

---

- 3.5" diameter uprights available in aluminum or galvanized steel
- Choose from an extensive offering of play components and signature products
- Lifetime limited warranty on uprights, posts and hardware
- Direct Bolt™ connections with less hardware for easier construction and maintenance
- Slip-resistant TuffClad® deck coatings for improved footing
- Entry archways to help direct traffic and prevent inadvertent falls
- Tough, baked-on powder coat finish
- Combine with Xscape systems to create a fitness-inspired hybrid system
- IPEMA certified to ASTM standards

### THE PRIMETIME ADVANTAGE

---

PrimeTime systems offer the most flexibility and cost savings for schools, churches and daycares.

- Wide range of slides, climbers and interactive activities that promote fun and fitness
- Direct Bolt connection offers sleeker lines and cleaner designs
- Smaller footprint requires less surfacing, reducing the total cost of installation
- Highly configurable to meet the developmental needs and play styles of children of all ages





# ENGINEERED WOOD FIBER

An affordable natural surfacing choice that meets accessibility guidelines.

## DESCRIPTION

Engineered Wood Fiber (EWF) from GT Impax is a popular choice for projects with initial budget constraints. Routine maintenance is required for continued compliance. Providing adequate drainage is an important preventative measure, because wet engineered wood fiber may freeze in sudden climate changes. GT Impax EWF is non-toxic, and does not contain paint, chemicals, or additives. It contains minimal bark, and is free of twigs, leaf debris, and other organic materials.

## BASIC SPECIFICATIONS

Product is manufactured of size controlled softwoods and/or hardwoods which average 1"-2" in length and contain a maximum of 15% fines to aid in compaction. Engineered Wood Fiber can be installed over bare earth when Geotextile Fabric is used to enhance drainage.

This product meets all applicable ASTM standards. For more information, please refer to our complete product specification.

## AT A GLANCE



**Maintenance:** High

**Access:** Mid

**Warranty:** 15/25 years

**Color Options:** N/A

## BENEFITS

- Engineered wood fiber gives your playground an attractive, natural look
- Economical initial cost
- Loose fill materials aid in the protection of children who experience lateral falls

## TIPS

- Use GT Impax wear mats to reduce displacement in "kick out" areas, raking is required to maintain compliant depths
- As with all loose fill surfaces containment systems like our playcurbs will reduce the spread of surfacing to non-play areas
- Install GT Impax drainage systems to prevent freezing or puddling

**From:** [Steven Janisch](#)  
**To:** [Rick Sailer](#)  
**Subject:** Estimated playground pricing  
**Date:** Monday, November 14, 2022 3:22:19 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[642234\\_1A\\_CITY\\_OF\\_LAMARQUE\\_VARIOUS\\_PARKS.pdf](#)  
[642234\\_2A\\_CITY\\_OF\\_LAMARQUE\\_VARIOUS\\_PARKS.pdf](#)  
[642234\\_3A\\_CITY\\_OF\\_LAMARQUE\\_VARIOUS\\_PARKS.pdf](#)

---

**[External Email] This message originated from outside your organization.**

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Rick, see the 3 options attached. These were thrown together so I can't confirm the match or correct number of elements. Also my estimated pricing doesn't include safety surface that maybe needed (not sure where they are going, or if any demolition of current is involved). Estimated price includes structure, shipping (which is always a moving target) and installation.

Option 1 = \$31,000

Option 2 = \$34,260

Option 3 = \$38,250

**Steve Janisch**  
**CPSI**  
**Professional Sales Consultant**  
**Southeast Texas**  
[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)  
**832-289-1220 cell**  
**800-726-1816**  
[www.playwellgroup.com](http://www.playwellgroup.com)  
**Play safe and PlayWell**



---

**From:** Steven Janisch  
**Sent:** Monday, November 14, 2022 11:57 AM  
**To:** Rick Sailer <r.sailer@cityoflamarque.org>  
**Subject:** Re: New message from Rick Sailer

Hope to get you ballpark by 5. I'm currently without my computer this afternoon.

Steve Janisch

On Nov 14, 2022, at 11:28 AM, Rick Sailler <r.sailler@cityoflamarque.org> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Understood, and appreciate your time and effort -- just need some ballpark estimates -- nothing to tie your feet to, as far as a quote. Really looking at Budgetary numbers

Rick Sailler  
Public Works Director  
City of LaMarque  
(C) 409-944-8886  
(O) 409-938-9213



---

**From:** Steven Janisch <stevej@playwellgroup.com>  
**Sent:** Monday, November 14, 2022 11:15 AM  
**To:** Rick Sailler <r.sailler@cityoflamarque.org>  
**Subject:** Re: New message from Rick Sailler

**[External Email] This message originated from outside your organization.**

---

I'll see what I can do but can't promise

**Steve Janisch**  
**CPSI**  
**Professional Sales Consultant**  
**Southeast Texas**  
[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)  
**832-289-1220 cell**  
**800-726-1816**  
[www.playwellgroup.com](http://www.playwellgroup.com)  
**Play safe and PlayWell**



---

**From:** Rick Sailler <[r.sailler@cityoflamarque.org](mailto:r.sailler@cityoflamarque.org)>

**Sent:** Monday, November 14, 2022 10:49 AM

**To:** Steven Janisch <[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)>

**Subject:** RE: New message from Rick Sailler

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please don't shoot me – we are actually meeting tonight evidently.

Rick Sailler  
Public Works Director  
City of LaMarque  
(C) 409-944-8886  
(O) 409-938-9213



---

**From:** Steven Janisch <[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)>

**Sent:** Monday, November 14, 2022 10:33 AM

**To:** Rick Sailler <[r.sailler@cityoflamarque.org](mailto:r.sailler@cityoflamarque.org)>

**Subject:** Re: New message from Rick Sailler

**[External Email] This message originated from outside your organization.**

---

When are you meeting?

**Steve Janisch**  
**CPSI**  
**Professional Sales Consultant**  
**Southeast Texas**  
[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)  
832-289-1220 cell  
800-726-1816  
[www.playwellgroup.com](http://www.playwellgroup.com)  
**Play safe and PlayWell**





---

**From:** Rick Sailer <[r.sailer@cityoflamarque.org](mailto:r.sailer@cityoflamarque.org)>

**Sent:** Monday, November 14, 2022 10:30 AM

**To:** Steven Janisch <[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)>

**Subject:** RE: New message from Rick Sailer

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

If possible, if you could send me some ballpark numbers, that would be great; we are trying to obtain some estimated cost for a discussion with City Council this week. Unfortunately, we got started late on this, so probably leaning on your ability to meet our tight timeline. If not, I completely understand.

Rick Sailer  
Public Works Director  
City of LaMarque  
(C) 409-944-8886  
(O) 409-938-9213



---

**From:** Steven Janisch <[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)>

**Sent:** Monday, November 14, 2022 9:42 AM

**To:** Rick Sailer <[r.sailer@cityoflamarque.org](mailto:r.sailer@cityoflamarque.org)>

**Subject:** Re: New message from Rick Sailer

**[External Email] This message originated from outside your organization.**

I'll work on pricing for all 3. Hope to have everything by end of week if that works. I have a lot of people out already moving into the holiday season.

**Steve Janisch**  
**CPSI**

## Professional Sales Consultant

Southeast Texas

[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)

832-289-1220 cell

800-726-1816

[www.playwellgroup.com](http://www.playwellgroup.com)

Play safe and PlayWell



---

**From:** Rick Sailer <[r.sailer@cityoflamarque.org](mailto:r.sailer@cityoflamarque.org)>

**Sent:** Monday, November 14, 2022 9:33 AM

**To:** Steven Janisch <[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)>

**Subject:** RE: New message from Rick Sailer

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I was out of the office last week; we are trying to obtain some pricing on playground equipment – installed cost; We have some comparable quotes and just obtaining similar cost estimates. Please reference pics below for sample of equipment. We understand that they may be some subtle changes, but generally this is the type of equipment we are considering.





Rick Sailler  
Public Works Director  
City of LaMarque  
(C) 409-944-8886  
(O) 409-938-9213



---

**From:** Steven Janisch <[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)>  
**Sent:** Monday, November 7, 2022 9:43 AM  
**To:** Rick Sailler <[r.sailer@cityoflamarque.org](mailto:r.sailer@cityoflamarque.org)>  
**Subject:** Re: New message from Rick Sailler

**[External Email] This message originated from outside your organization.**

---

Rick, I would like to meet with you this week to discuss park options. I'm available anytime Tuesday or Wednesday if either of those days work. Thanks.

**Steve Janisch**  
**CPSI**  
**Professional Sales Consultant**  
**Southeast Texas**  
[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)  
832-289-1220 cell  
800-726-1816  
[www.playwellgroup.com](http://www.playwellgroup.com)  
**Play safe and PlayWell**



---

**From:** The PlayWell Group <[webmaster@penguinsuits.com](mailto:webmaster@penguinsuits.com)>  
**Sent:** Monday, November 7, 2022 9:36 AM  
**To:** Steven Janisch <[stevej@playwellgroup.com](mailto:stevej@playwellgroup.com)>  
**Subject:** New message from Rick Sailler

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Name: Rick Sailler  
Email: [r.sailer@cityoflamarque.org](mailto:r.sailer@cityoflamarque.org)  
Phone: 4099389213  
Questions or Comments: We are sourcing options for new playground at our City Parks.

# Berkshire

Berkshire is a fantastic find. It features multiple slides and multiple climbing elements, packing in thrills and exercise, in a design that will fit into any church, daycare, or community.

PrimeTime is a perfect choice for schools, early learning centers, faith-based organizations and more. With a full range of climbers, slides, ladders and play activities, PrimeTime systems can be configured for any space and any budget, without compromising play or play value.

**Model Number: 11896**

**\$20,527**

[Request a Quote](#)



**FEATURES**

- Overhead climber helps build muscles
- Loop Ladder promotes balance and coordination
- Two zip slides pack in the thrills
- Slate roofs keep kids cool

**DOWNLOADS**

[Product Flyer](#) [/pdf/berkshire]

[Top View PDF](#) [/uploads/media/11896.pdf]

[CAD File](#) [/uploads/media/11896.zip]

**SHARE**



**SPECIFICATIONS**

|                     |               |
|---------------------|---------------|
| Model:              | 11896         |
| Age:                | 5 to 12 Years |
| Use Zone:           | 29' x 26'     |
| Fall Height:        | 6'            |
| Number of Children: | 20-25         |

**ADA ACCESSIBILITY**

|              |   |
|--------------|---|
| Elevated     | 4 |
| Ground Level | 1 |
| Types        | 1 |

**MORE DETAILS**

[Warranty](/warranty) [/warranty]

[Services](/services) [/services]

[Programs and Resources](/resources) [/resources]



Designing award-winning  
playgrounds since 1929.



Complies with ASTM standards  
before it leaves the factory.



Certified Installer Network -  
GameTime trained for GameTime  
playgrounds.

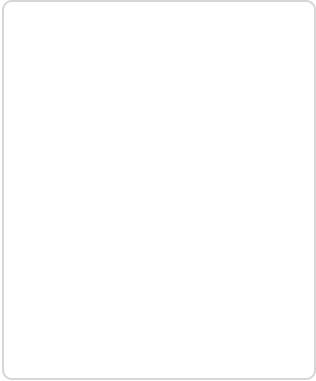
Model Number: 11896

[Request a Quote](#)

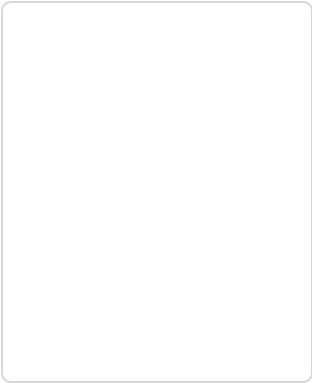
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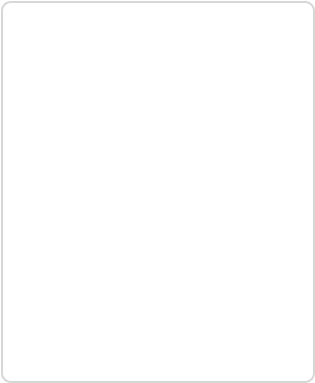




Inclusive See Saw  
[/products/inclusive-see-saw-6299]



Surf's Up  
[/products/surfs-up]



Forest Path  
[/products/forest-path]

## City of La Marque - Westlawn, Bayou and Jaycee Parks

City of La Marque  
Attn: Rick Sailler  
La Marque, TX 77568

Ship to Zip 77301

| Quantity | Part #  | Description                                                                                                                                                                                                                                                                                                                                                                                  | Unit Price               | Amount              |
|----------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------|
| 1        | RDU     | GameTime - 163023-2A1R1 Modified Surf's Up PrimeTime 5-12 Playscape                                                                                                                                                                                                                                                                                                                          | \$38,450.00              | \$38,450.00         |
| 1        | RDU     | GameTime - 163023-2A2 Teensy Town PS21015 PowerScape 5-12 Playscape                                                                                                                                                                                                                                                                                                                          | \$31,535.00              | \$31,535.00         |
| 1        | RDU     | GameTime - 163023-2A3 Modified Berkshire PrimeTime 5-12 Playscape                                                                                                                                                                                                                                                                                                                            | \$20,872.00              | \$20,872.00         |
| 1        | RDU     | GameTime - Surfacing Accessories, (73) 12" Playcurbs, (3) Accessible Ramps, and (3) 1125 SF Geo Rolls                                                                                                                                                                                                                                                                                        | \$9,745.00               | \$9,745.00          |
| 1        | 178749  | GameTime - Owner's Kit                                                                                                                                                                                                                                                                                                                                                                       | \$84.00                  | \$84.00             |
| 1        | EWf     | GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)--<br><ul style="list-style-type: none"> <li>• Area: 2305 Sq.Ft.</li> <li>• Thickness (Compacted): 12"</li> <li>• Includes three drops</li> </ul>                                                                                                                                                                                      | \$2,990.00               | \$2,990.00          |
| 1        | INSTALL | GameTime - Installation of Above Equipment and Surfacing Only-<br>No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. | \$26,659.00              | \$26,659.00         |
|          |         |                                                                                                                                                                                                                                                                                                                                                                                              | <b>Sub Total</b>         | \$130,335.00        |
|          |         |                                                                                                                                                                                                                                                                                                                                                                                              | <b>Discount</b>          | (\$22,975.08)       |
|          |         |                                                                                                                                                                                                                                                                                                                                                                                              | <b>Estimated Freight</b> | \$9,515.78          |
|          |         |                                                                                                                                                                                                                                                                                                                                                                                              | <b>Total</b>             | <b>\$116,875.70</b> |

### Comments

Sabrina Cowart  
National Account Projects Manager  
150 PlayCore Dr  
Fort Payne, AL 35967  
sabrina.cowart@playcore.com

## City of La Marque - Westlawn, Bayou and Jaycee Parks

**Remit Payment to:**

GameTime  
P.O. Box 680121  
Fort Payne, AL 35967

**Taxes:** If sales tax exempt, you must provide a copy of certificate to be considered exempt. Exempt form must be provided when order is placed.

**Quotation:** pricing is firm for 30 days from date of quotation.

**Prices:** FOB Factory.

**Orders:** All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard

GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

**Terms:** Cash With Order Discount-(CWO)-Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount. Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require: Completed Project Information Sheet (if applicable) Copies of Payment and Performance Bonds (if applicable) A 1.5% per month finance charge will be imposed on all past due invoices. Retainage not accepted. Orders under \$5,000 require payment with order.

**Surfacing:** An important step in creating a safer play space is selecting the right playground surfacing solution. Surfacing products from GT Impax are engineered to work with GameTime play systems and are matched to the specifications required for adequate safety surfacing, including the correct calculation of play equipment fall heights. Our playground surfaces are certified to meet all applicable standards listed by the American Society for Testing and Materials (ASTM), including F1292 for impact attenuation and F1951 for wheelchair accessibility.

**Freight charges:** to be prepaid and added at time of invoicing.

**Shipment:** order shall ship within 12-20 weeks from GameTime's receipt and acceptance of your purchase order.

**Receipt of goods:** customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

**Compliance:** all composite playground designs and equipment shall comply with ASTM F 1487-17, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; Handbook for Public Playground Safety Publication 325 by the U.S. Consumer Product Safety Commission; and the Guide to ADA Accessibility Guidelines for Play Areas published by the U.S. Access Board.

**Warranties:** GameTime standard product warranties shall apply.

**Installation Conditions :** Install shall be by a Certified GameTime Installer

**Access:** Site should be clear, level and allow for unrestricted access of trucks and machinery.

**Storage:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has been delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.

**Footer Excavation:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.

**Utilities:** Owner is responsible for locating any private utilities.

**Additional Costs:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

**Acceptance Of Quotation:** Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

## City of La Marque - Westlawn, Bayou and Jaycee Parks

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount:

Sales Tax Exemption Certificate #: \_\_\_\_\_

FEIN# \_\_\_\_\_

(Please Provide a copy of Certificate)

Customer Order Info: \_\_\_\_\_

### Billing Information:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Shipping information (If Different From Above):

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

# Surf's Up

Play Value! PrimeTime is the choice of schools, childcare centers and communities who want to maximize value and create play spaces that provide fun and challenging activities along a developmental continuum. The small footprint of PrimeTime reduces cost, and a wide range of play components provide the maximum amount of play opportunities.

**Model Number: PT18031**

**\$39,867**

[Request a Quote](#)



## FEATURES

- PrimeTime systems offer the maximum play value in a smaller footprint
- High-quality, affordable option that utilizes our patented DirectBolt connections
- Compact design with multiple levels of play activity
- Promotes social interaction, teamwork, and imaginary play
- Develops gross and fine motor skills and enhances core strength

## DOWNLOADS

[Product Flyer](/pdf/surfs-up) [/pdf/surfs-up]

[Top View PDF](/uploads/media/Top%20View%20PT18031.pdf) [/uploads/media/Top%20View%20PT18031.pdf]

[CAD File](/uploads/media/client%20PT18031.zip) [/uploads/media/client%20PT18031.zip]

## SHARE



## SPECIFICATIONS

|                     |               |
|---------------------|---------------|
| Model:              | PT18031       |
| Age:                | 5 to 12 Years |
| Use Zone:           | 29' x 31'     |
| Fall Height:        | 8'            |
| Number of Children: | 35-40         |

## ADA ACCESSIBILITY

|              |   |
|--------------|---|
| Accessible   | 4 |
| Elevated     | 6 |
| Ground Level | 3 |
| Types        | 3 |

**MORE DETAILS**

[Warranty](/warranty) [/warranty]

[Services](/services) [/services]

[Programs and Resources](/resources) [/resources]



Designing award-winning playgrounds since 1929.



Complies with ASTM standards before it leaves the factory.



Certified Installer Network - GameTime trained for GameTime playgrounds.

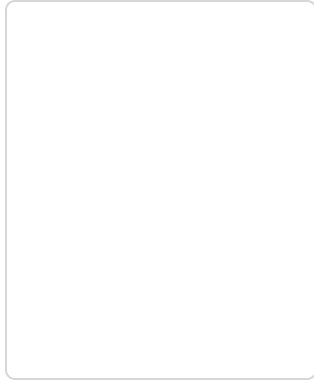
Model Number: PT18031

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see-saw-6299]



# Teensy Town

Experience the maximum capacity and play value with our PowerScape play systems. This is the perfect commercial playground equipment for schools, parks, and other large youth organizations where design flexibility and high capacity are important.

**Model Number: PS21015**

**\$31,535**

[Request a Quote](#)



## FEATURES

- DirectBolt® TruLoc® connections are ASTM compliant straight from the factory and easier to install and maintain
- PowerScape offers more design flexibility and high capacity play components
- Features play activities that promote and enhance physical, cognitive, and social-emotional development

**DOWNLOADS**

[Product Flyer](/pdf/teensy-town) [/pdf/teensy-town]

[Top View PDF](/uploads/media/PS21015.pdf) [/uploads/media/PS21015.pdf]

**SHARE**



**SPECIFICATIONS**

|              |               |
|--------------|---------------|
| Model:       | PS21015       |
| Age:         | 5 to 12 Years |
| Use Zone:    | 27' x 29'     |
| Fall Height: | 6'            |

**ADA ACCESSIBILITY**

|              |   |
|--------------|---|
| Accessible   | 6 |
| Elevated     | 6 |
| Ground Level | 3 |

**MORE DETAILS**[Warranty](/warranty) [/warranty][Services](/services) [/services][Programs and Resources](/resources) [/resources]

Designing award-winning  
playgrounds since 1929.



Complies with ASTM standards  
before it leaves the factory.

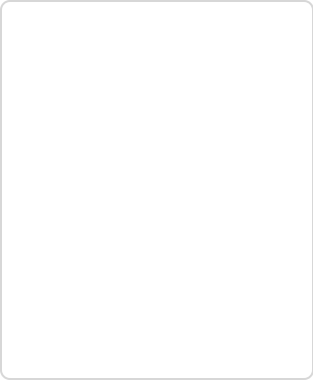


Certified Installer Network -  
GameTime trained for GameTime  
playgrounds.

Model Number: PS21015

[Request a Quote](#)[Find a Rep](/find-a-rep) [/find-a-rep]

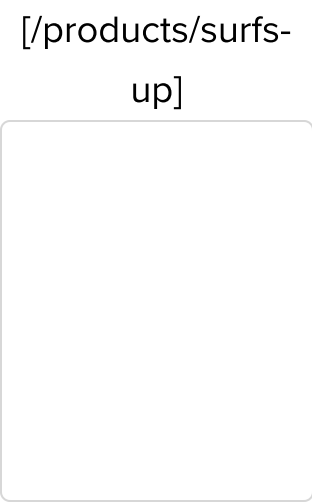
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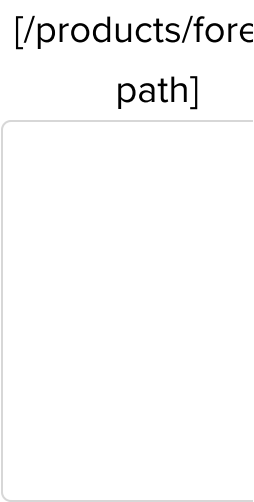
Inclusive See Saw  
[/products/inclusive-see-saw-6299]



Surf's Up  
[/products/surfs-up]



Forest Path  
[/products/forest-path]



Berkshire  
[/products/berk]



**RESOLUTION NO: R-2022-00**

**RESOLUTION OF THE CITY OF LA MARQUE, TEXAS DECLARING THE RESULTS OF THE LA MARQUE MAYORAL RECALL ELECTION HELD FOR AND BY THE GALVESTON COUNTY ELECTIONS DIVISION ON NOVEMBER 8, 2022, THE CANVASS OF THE VOTES PURSUANT TO THE TEXAS ELECTION CODE**

**WHEREAS**, the County of Galveston Election Judges for the Mayoral Recall Election held November 8, 2022, in the City of La Marque, Texas, have duly filed the returns of such election, which returns have been verified by the City Clerk;

**WHEREAS**, it appears that such election was duly called; that notice thereof was given in accordance with the law, and the returns and tabulations should be adopted;

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

**SECTION 1.** The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made apart hereof for all purposes.

**SECTION 2.** The City Council of La Marque, Texas convened on November 21, 2022 to canvass the returns of the La Marque Mayoral Recall Election held on Tuesday November 8, 2022, and after canvassing the returns of said election, officially finds and determines that said election was duly ordered; proper notice of said election was duly given; proper election officers were duly appointed prior to said election; said election was duly held; the City has complied with the Federal Voting Rights Act and the Texas Election Code; and due returns of the results of said election have been made and delivered, all in accordance with applicable law and the Resolutions calling the election.

**SECTION 3.** (a) Upon a canvass of the returns of the for La Marque Mayoral Recall Election it is hereby officially declared that the following positions received the following number of votes listed beside each position, respectively:

**As it appeared on the ballot**

**Total Votes / Percentage**

Removal of Keith Bell From the Office of Mayor

|         |       |        |
|---------|-------|--------|
| FOR     | 2,088 | 45.04% |
| AGAINST | 2,548 | 54.96% |

(b) the “Against” proposition received a majority of the votes cast in the Mayoral Recall Election and therefore the “Against” proposition is declared the winner and Mayor Keith Bell remains in the office of Mayor.

**SECTION 4.** The City Council of the City of La Marque, Texas, upon completion of this canvass, delivers this tabulation, lists, and other records used in this canvass to the City Clerk, the general custodian of the election records, for entry into the election register as required by the Texas Election Code.

**SECTION 5.** The City Clerk is hereby directed to record in the election register the precinct totals of all of the election returns, which shall be incorporated into this Resolution by reference, in accordance with Texas law.

**SECTION 6.** This canvass has been conducted in accordance with Article IV of the City Charter of La Marque, Texas and Texas law.

**SECTION 7.** It is hereby declared to be the intention of the City Council of La Marque, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph or section of this Resolution should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution, because the same would have been enacted by the City Council of La Marque, Texas without the incorporation in this Resolution of any such invalid phrase, clause, sentence, paragraph or section.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on this the 21st day of November 2022.

**CITY OF LA MARQUE, TEXAS**

\_\_\_\_\_  
Keith Bell, Mayor

**ATTEST:**

\_\_\_\_\_  
Kierra K. Nance, TRMC

City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gus Knebel, City Attorney



## CITY COUNCIL AGENDA FORM

Meeting Date: November 21, 2022  
Prepared by: Rick Sailer  
Department: Public Works

Agenda item: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

**AGENDA ITEM DESCRIPTION:** Discussion/possible action regarding approving an Advance Funding Agreement (AFA) between the City of La Marque and Texas Department of Transportation, for the construction of sidewalks on both sides of Main Street (FM519) from 1-45 to Highway 3

### ATTACHMENTS FOR REFERENCE:

X

1. Resolution
2. AFA TASA Signature Page
3. AFA TASA Location Map
4. AFA TASA Budget
5. TxDOT Application

### STAFF BRIEFING:

- Application for the 2021 Transportation Alternative (TA) Projects was submitted on June 10, 2021
  - Initial meeting for Project was held on August 16, 2022
  - Estimated Project Cost = \$2,323,111.00
  - Proposed Construction letting date is December 2023
  - Sidewalks to be constructed on both sides of Main Street - 5ft - 6ft width.
  - Cost overruns are City responsibility; prior notification and discussion will be issued by the State of Texas.
  - TxDOT Area Office - Galveston County, will provide letter of support to maintain the facilities upon completion of the project.
- City Manager has reviewed and approved.
  - Finance Director has reviewed and approved.
  - City Attorney has reviewed and approved
  - City Engineer has reviewed and approved.

### HISTORY:

- June 10, 2021 - City application for TA Project submitted
- August 16, 2022 - Kick-off Meeting held

**TARGET IMPLEMENTATION** - AFA Approval





## CITY COUNCIL AGENDA FORM

▪ November 21, 2022

### **SIGNIFICANT ACTION DATES:**

- **September 2023 - Engineering Design Completion**
- **December 2023 - Construction Letting**
- **December 2024 - Construction Completion**

### **ACTION:**

- |                                                                                                                                              |                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Ordinance                                                                                                           | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Special Presentation                                                                                                | <input type="checkbox"/> Proclamation          |
| <input type="checkbox"/> Finance Report                                                                                                      | <input type="checkbox"/> Public Hearing        |
| <input type="checkbox"/> Municode Codification                                                                                               |                                                |
| <input checked="" type="checkbox"/> Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures |                                                |

### **Cost Details:**

|                              |                      |
|------------------------------|----------------------|
| <b>Budgeted</b>              |                      |
| <b>Actual Bid</b>            |                      |
| <b>Estimated Expenditure</b> | <b>\$0</b>           |
| <b>Acct. Name(s)</b>         | Capital Improvements |
| <b>Line Items #</b>          | N/A                  |
| <b>Other Funding</b>         | US DOT               |

### **STAFF'S RECOMMENDATION:**

Motion to approve Advance Funding Agreement with Texas Department of Transportation for the construction of sidewalks on Main Street (FM519) from 1-45 to State Highway 3.

**FISCAL IMPACT: \$0**

**RESOLUTION NO. R-2022-00**

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF LA MARQUE, TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”)

**WHEREAS**, the City of La Marque, Texas submitted a grant application to TXDOT as part of the 2021 Transportation Alternatives Set Aside call for projects.

**WHEREAS**, a project in the City of La Marque, Texas was chosen for inclusion in the 2021 Transportation Alternatives project list.

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

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 of the City of La Marque, Texas is authorized to sign and deliver the Advance Funding Agreement between the Texas Department of Transportation and the City of La Marque, Texas and all other necessary documents for the construction of approximately 5 foot and 6 foot wide sidewalk improvements along FM519 at Main Street from SH3 to IH-45 for an estimated 1.6 miles.

The project identified in this resolution shall be funded using Transportation Alternatives Set-Aside (TASA) funding made available through the Federal Highway Administration and the Texas Department of Transportation. The City of La Marque will be responsible for 100% of overruns as estimated and shown in the Advance Funding Agreement.

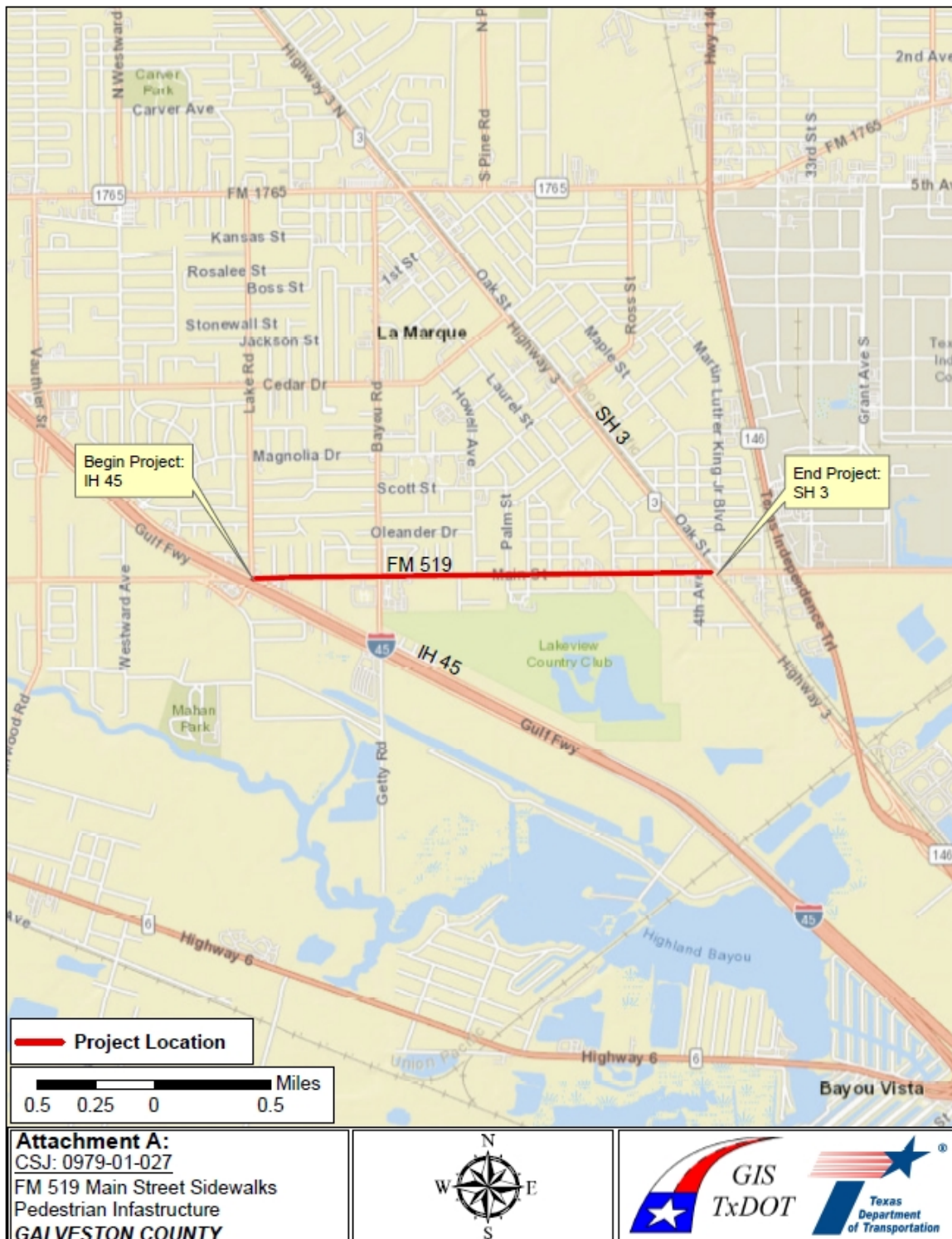
DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the \_\_\_\_\_ day of November 2022.

\_\_\_\_\_  
Kierra Nance, TRMC  
City Clerk

\_\_\_\_\_  
Keith Bell  
Mayor

|                 |                              |        |           |                                         |                                   |
|-----------------|------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                              |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0979-01-027                  |        |           | CFDA No.                                | 20.205                            |
| District #      | 12 - HOU                     | AFA ID | Z00003386 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 23700                        |        |           |                                         |                                   |
| Project Name    | FM 519 Main Street Sidewalks |        |           | AFA Not Used For Research & Development |                                   |

# **ATTACHMENT A** **PROJECT LOCATION MAP**



|       |             |               |                              |         |           |
|-------|-------------|---------------|------------------------------|---------|-----------|
| CSJ # | 0979-01-027 | Project Name: | FM 519 Main Street Sidewalks | AFA ID: | Z00003386 |
|-------|-------------|---------------|------------------------------|---------|-----------|

**ATTACHMENT B**  
**PROJECT ESTIMATE AND SOURCE OF FUNDS**  
State Performs PE Work or Hires Consultant / State Lets Project for Construction

| Work Performed by Local Government ("LG")                                                   |                             |                                                                                                 |                    |                                                        |                  |                                                                            |            |
|---------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------|------------------|----------------------------------------------------------------------------|------------|
| Description of Project Costs to be Incurred                                                 | Total Project Cost Estimate | Federal Participation<br>Includes percentage for TDC apportionment on projects where applicable |                    | State Participation<br>Includes authorized EDC amounts |                  | Local Government Participation<br>TDC<br>Includes authorized TDC reduction |            |
|                                                                                             |                             | %                                                                                               | Cost               | %                                                      | Cost             | %                                                                          | Cost       |
| Planning/Maps/Education/Non-CST                                                             | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Preliminary Engineering                                                                     | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Environmental Cost                                                                          | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Right of Way                                                                                | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Utilities                                                                                   | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Construction Cost                                                                           | \$                          |                                                                                                 |                    |                                                        |                  |                                                                            |            |
| Construction Engineering Cost                                                               | \$                          |                                                                                                 |                    |                                                        |                  |                                                                            |            |
| Eligible In-Kind Contribution Value                                                         | \$                          |                                                                                                 |                    |                                                        |                  |                                                                            |            |
| Total Construction Value<br>(sum of construction cost and in-kind value)                    | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| <b>Work by LG Subtotal</b>                                                                  | <b>\$0</b>                  |                                                                                                 | <b>\$0</b>         |                                                        | <b>\$0</b>       |                                                                            | <b>\$0</b> |
| Work Performed by the State (Local Participation paid up front by LG to TxDOT)              |                             |                                                                                                 |                    |                                                        |                  |                                                                            |            |
| Preliminary Engineering <sup>1</sup>                                                        | \$272,342                   | 0%                                                                                              | \$0                | 100%                                                   | \$272,342        | 0%                                                                         | \$0        |
| Environmental Cost <sup>1</sup>                                                             | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Right of Way <sup>3</sup>                                                                   | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Utilities <sup>2</sup>                                                                      | \$0                         | 0%                                                                                              | \$0                | 0%                                                     | \$0              | 0%                                                                         | \$0        |
| Construction Cost <sup>2</sup>                                                              | \$2,135,866                 |                                                                                                 |                    |                                                        |                  |                                                                            |            |
| Eligible In-Kind Contribution Value                                                         | \$                          |                                                                                                 |                    |                                                        |                  |                                                                            |            |
| Total Construction Value<br>(sum of construction cost and in-kind value)                    | \$2,135,866                 | 100%                                                                                            | \$2,135,866        | 0%                                                     | \$0              | 0%                                                                         | 427,173    |
| <b>Work by State Subtotal</b>                                                               | <b>\$2,408,208</b>          |                                                                                                 | <b>\$2,135,866</b> |                                                        | <b>\$272,342</b> |                                                                            | <b>\$0</b> |
| Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight |                             |                                                                                                 |                    |                                                        |                  |                                                                            |            |

|       |             |               |                              |         |           |
|-------|-------------|---------------|------------------------------|---------|-----------|
| CSJ # | 0979-01-027 | Project Name: | FM 519 Main Street Sidewalks | AFA ID: | Z00003386 |
|-------|-------------|---------------|------------------------------|---------|-----------|

| Description of Project Costs to be Incurred                     | Total Project Cost Estimate | Federal Participation<br>Includes percentage for TDC apportionment on projects where applicable |             | State Participation<br>Includes authorized EDC amount |           | Local Government (LG) Participation<br>TDC<br>Includes authorized TDC reduction |         |
|-----------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------|-------------|-------------------------------------------------------|-----------|---------------------------------------------------------------------------------|---------|
|                                                                 |                             | %                                                                                               | Cost        | %                                                     | Cost      | %                                                                               | Cost    |
| Preliminary Engineering <sup>1</sup>                            | \$0                         | 0%                                                                                              | \$0         | 0%                                                    | \$0       | 0%                                                                              | \$0     |
| Environmental Cost <sup>1</sup>                                 | \$0                         | 0%                                                                                              | \$0         | 0%                                                    | \$0       | 0%                                                                              | \$0     |
| Right of Way <sup>1</sup>                                       | \$0                         | 0%                                                                                              | \$0         | 0%                                                    | \$0       | 0%                                                                              | \$0     |
| Utilities <sup>1</sup>                                          | \$0                         | 0%                                                                                              | \$0         | 0%                                                    | \$0       | 0%                                                                              | \$0     |
| Construction <sup>2</sup>                                       | \$187,245                   | 100%                                                                                            | \$187,245   | 0%                                                    | \$0       | 0%                                                                              | 37,449  |
| Direct State Costs Subtotal                                     | \$187,245                   | 100%                                                                                            | \$187,245   | 0%                                                    | \$0       | 0%                                                                              | 37,449  |
| Indirect State Cost                                             | \$8,932                     |                                                                                                 | \$0         | 0%                                                    | \$8,932   |                                                                                 | \$0     |
| TOTAL PARTICIPATION                                             | \$2,604,385                 |                                                                                                 | \$2,323,111 |                                                       | \$281,274 |                                                                                 | 464,622 |
| In-kind Contribution Credit Applied                             |                             |                                                                                                 |             |                                                       |           | 0%                                                                              | \$0     |
| <b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b> |                             |                                                                                                 |             |                                                       |           |                                                                                 |         |

<sup>3/4</sup> The estimated total participation by Local Government is \$0, plus 100% of overruns.

<sup>3/4</sup> The estimated total participation by the State is \$281,274.

Total estimated payment by Local Government to State is \$0.

<sup>1</sup>Local Government's first payment of \$0 is due to State within 30 days from execution of this contract.

<sup>2</sup> Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.

<sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.

Transportation Development Credits (TDC) are being utilized in place of Local Government's participation in the amount of 464,622

This is an estimate; the final amount of Local Government participation will be based on actual costs.

Maximum federal TASA funds available for Project are \$2,323,111.

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**STATE OF TEXAS           §**

**COUNTY OF TRAVIS      §**

**ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES  
SET-ASIDE (TASA) PROGRAM PROJECT  
TxDOT-Selected On-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of La Marque (Local Government), acting through its duly authorized officials.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

**WHEREAS**, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

**WHEREAS**, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as FM 519 Main Street Sidewalks (Project), and

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**WHEREAS**, the Texas Transportation Commission (Commission) passed Minute Order Number 116126 (MO) dated October 28, 2021 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

**WHEREAS**, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_, 2022 which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

**NOW, THEREFORE**, the State and the Local Government agree as follows:

## **AGREEMENT**

### **1. Period of Agreement and Performance**

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
  1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
  2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

### **2. Scope of Work and Use of Project**

- A. The scope of work for Project consists of the construction of approximately 5 foot and 6 foot wide sidewalk improvements along FM519 at Main Street from SH3 to IH-45 for an estimated 1.6 miles. This project also includes curb ramps, crosswalks, and pedestrian crossing signage.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

### **3. Project Sources and Uses of Funds**

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).



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- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

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with access to any information the state auditor considers relevant to the investigation or audit.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

#### **4. Termination of the Agreement**

- A. This Agreement may be terminated by any of the following conditions:
  - 1. By mutual written consent and agreement of all parties;
  - 2. By any party with 90 days written notice; or
  - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
  - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
  - 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

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3. Local Government withdraws from participation in Project.
  4. State determines that federal funding may be lost due to Project not being implemented and completed.
  5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
  6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
  7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

## **5. Amendments**

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

## **6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## **7. Utilities**

The State shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

## **8. Environmental Assessment and Mitigation**

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

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- A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### **9. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

- A. Architectural and engineering services for preliminary engineering will be provided by the **State**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit

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the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

## **11. Construction Responsibilities**

- A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

## **12. Project Maintenance**

- A. Upon completion of Project, the State will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

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for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

### **13. Right of Way and Real Property Acquisition**

- A. Right of way and real property acquisition shall be the responsibility of State. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

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Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

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must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

#### 14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

#### 15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| <b>Local Government:</b>                                                          | <b>State:</b>                                                                                                                   |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| City of La Marque<br>ATTN: City Manager<br>1111 Bayou Road<br>La Marque, TX 77568 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.



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Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation  
ATTN: Director of Consultant Contracts  
P.O. Box 1386  
Houston, TX 77251-1386

All invoicing, payment, and project inquiries must include the following information:

County: Galveston  
Local Government: City of La Marque  
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Project Name: FM 519 Main Street Sidewalks  
Highway or Roadway: FM 519 from SH3 to IH-45

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

**19. Document and Information Exchange**

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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**20. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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Enterprise by Entity, and attachments found at web address:

[http://ftp.dot.state.tx.us/pub/txdot-info/bop/db/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/db/mou/mou_attachments.pdf).

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

## 28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
  1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
  2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to State if:
    - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

|                        |                                     |               |                  |                                                    |                                          |
|------------------------|-------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                     |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0979-01-027</b>                  |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>12 - HOU</b>                     | <b>AFA ID</b> | <b>Z00003386</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>23700</b>                        |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>FM 519 Main Street Sidewalks</b> |               |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. **Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

#### **THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

#### **THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Cesar Garcia  
City Manager  
City of La Marque

\_\_\_\_\_  
Date

## DETAILED APPLICATION: 2021 TA CALL FOR PROJECTS

Additional program information can be found in TxDOT's 2021 TA Call for Projects Program Guide

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

NOTE: All attachments must be submitted in letter-sized (8.5" x 11") format.

### APPLICANT INFORMATION

**1. Project Sponsor Name** (Only one entity can act as project sponsor)

City of La Marque

**2. Jurisdiction Population**

14,509

(Based on 2010  
US Census)

**3. Type of Organization/Agency/Authority** (Select from dropdown below)

Regional Transportation Authority

Small Urban

**4. Project Sponsor Contact Information** (Authorized representative)

Contact Person:

Charles "Tink" Jackson

Title:

City Manager

Mailing Address:

1111 Bayou Road

Physical Address:

1111 Bayou Road

Mailing City:

La Marque

Physical City:

La Marque

Zip Code:

77568

Zip Code:

77568

Contact's Phone:

409-938-9225

Entity's Main Phone:

409-938-9225

Email:

c.jackson@cityoflamarque.org

Website:

<http://www.ci.la-marque.tx.us/>

### PROJECT DESCRIPTION

**5. Project Name**

City of La Marque Main Street (FM 519) Sidewalk Improvements

**6. Project Location Information**

TxDOT District:

Houston

Texas County:

Galveston

Is the project located within Metropolitan Planning Organization (MPO) boundaries?

Yes

Project location: Describe using street name, adjacent waterway, or other identifying landmark.

On or adj. to:

Main Street

From:

SH-3

(ex. 1st Avenue)

(ex. Main Street)

To:

IH-45

(ex. 3rd Avenue)

Provide a Google map link: see *Detailed Application Instructions* for guidance.

[https://www.google.com/maps/d/edit?mid=1x6mbrewXP2Au6MSvuk\\_s2AQ5F-LKaq&usp=sharing](https://www.google.com/maps/d/edit?mid=1x6mbrewXP2Au6MSvuk_s2AQ5F-LKaq&usp=sharing)

If project involves multiple locations, please provide project limits for the major segment in above blanks. Additionally, please create a complete list of all improvement locations using the descriptive limits and beginning and ending latitude/longitude and label this attachment as **A-Project Location Information** - No more than 2 pages.

Project location in relation to roadways:

On/along a TxDOT maintained roadway

**7. Project Description** (See *Detailed Application Instructions*. Description must fit in the space provided.)

Main Street/FM 519 Sidewalk Improvements project will include the installation of sidewalks and HC ramps along a major thoroughfare for the City of La Marque. The proposed 6' wide sidewalks on both sides of Main St. will allow citizen to travel from neighborhoods along the state maintained roadway to access school sites, city center, religious facilities and gathering sites. The limits of the project is from SH3 to IH-45, est. 1.6 miles. The sidewalks is severely need to reduce the no. of injuries (7) and fatalities (4) along this corridor within the last 10 years.

### FUNDING OPPORTUNITIES

**8. Select the funding opportunity sought based on the determined eligibility from Step 1 of the application process.**

Small Urban TA (existing and future funding)



## PROJECT DETAILS

### 9. Project Details

Provide a project layout (required) at scale with clearly labeled streets, end points, and all construction locations as an attachment. Additional recommended attachments include typical sections and photographs that describe and provide details about the project. Attachments for this section should be labeled as **B-Project Details**. (No more than 15 pages)

If the project plans are 30% or more complete, include only example sheets as attachments and provide a weblink for plan review here:

The construction plans for this project are currently: Not Started 0 % complete

|                                                                                                                                                                                 |                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Primary facility type: Sidewalks                                                                                                                                                | Secondary facility type: Sidewalks                         |
| Total length: 1.60 miles                                                                                                                                                        | Total length: 1.60 miles                                   |
| Facility width: 6 feet                                                                                                                                                          | Facility width: 6 feet                                     |
| Material depth: 5 inches                                                                                                                                                        | Material depth: 5 inches                                   |
| Surface type/material: Concrete                                                                                                                                                 | Surface type/material: Concrete                            |
| Does the project propose lighting adjacent to a roadway within state-maintained right-of-way? N/A                                                                               |                                                            |
| Does this project include bridge improvements? No                                                                                                                               | Total # of proposed bridges: 0                             |
| <i>Note: If more than one bridge is proposed, identify the bridge with the longest span length in the detailed application and identify additional bridges in Attachment B.</i> |                                                            |
| Structural Materials (Deck/ Beams): (select)                                                                                                                                    |                                                            |
| Bridge construction: (select)                                                                                                                                                   | Bridge length: 0 ft Bridge width: 0 ft Rail type: (select) |

## SAFETY

### 10. Identified bicycle and/or pedestrian safety hazards and countermeasures

Check all of the safety hazards located within the project limits. Next to each checked safety hazard, state the proposed countermeasure(s) addressing the hazard identified. Provide additional information about proposed countermeasures and photos of safety hazards as an attachment: **C-Safety Hazards and Countermeasures**. Clearly identify these features on **Map 1-Safety** and include in attachment C.

|                                                                             |                                                                    |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> High roadway speed (45 mph or greater)             | N/A                                                                |
| <input checked="" type="checkbox"/> Hazardous intersection/conflict point   | Add crosswalk, early warning signs, ramps, proper signage          |
| <input checked="" type="checkbox"/> Uncontrolled intersection/crossing      | Early warnings signs, pedestrian flashers                          |
| <input checked="" type="checkbox"/> Lack of bike/ped infrastructure         | pedestrian walkways to be placed along the entire west side        |
| <input checked="" type="checkbox"/> High motor vehicle traffic volume       | Estimated 13,000 people/day                                        |
| <input type="checkbox"/> On-street parking                                  | N/A                                                                |
| <input checked="" type="checkbox"/> Wide roadway crossing (4 or more lanes) | 5 lanes - center lane turning lane - signage enforced for crossing |
| <input type="checkbox"/> Lack of lighting                                   | N/A                                                                |
| <input checked="" type="checkbox"/> Other Utilities along R.O.W             | relocate or maneuver around power poles/fire hydrants              |

### 11. Bicycle and/or pedestrian infrastructure elements

Which of the following features are part of the proposed project? Check all that apply. Clearly identify these features on **Map 1-Safety**. New bicycle/pedestrian infrastructure...

|                                                                                         |                                                                                                                      |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> closes a gap in bicycle or pedestrian network                  | <input checked="" type="checkbox"/> features traffic markings/signage                                                |
| <input checked="" type="checkbox"/> features new traffic signalization*                 | <input checked="" type="checkbox"/> improves railroad/highway/water crossing                                         |
| <input checked="" type="checkbox"/> features traffic calming elements                   | <input checked="" type="checkbox"/> new bicycle &/or pedestrian infrastructure                                       |
| <input type="checkbox"/> separates bicycles &/or pedestrians from motor vehicle traffic | <input checked="" type="checkbox"/> includes a vertical separation element (e.g. curb, flexible delineator, bollard) |
| <input checked="" type="checkbox"/> facility is offset from road ( $\geq 5'$ )          |                                                                                                                      |

\* Documentation of signal warrants **MUST** be included in Attachment C.

- i** TxDOT is interested in projects that respond to documented safety issues. TxDOT will analyze crash records to determine the documented bicycle and/or pedestrian crash count and rate in proximity to the proposed project.

## CONNECTIVITY AND ACCESSIBILITY

### 12. Connectivity to destinations

Does the project provide bicycle and pedestrian access to major destinations immediately surrounding the project area that are likely to attract bicycling or walking trips? Please check destinations below and clearly label on **Map 2-Connectivity** and include in attachment **D- Connectivity**.

- |                                                  |                                                               |                                                                                |
|--------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> School       | <input checked="" type="checkbox"/> Major employer            | <input checked="" type="checkbox"/> Fresh foods (grocery stores, farmers mkts) |
| <input checked="" type="checkbox"/> Park         | <input checked="" type="checkbox"/> Central Business District | <input type="checkbox"/> Health facility (medical center, sports field)        |
| <input checked="" type="checkbox"/> Neighborhood | <input type="checkbox"/> Commercial Center                    | <input checked="" type="checkbox"/> Community center                           |
| <input checked="" type="checkbox"/> Library      | <input checked="" type="checkbox"/> High density residential  | <input type="checkbox"/> Other special trip generator (label on map)           |

### 13. Connectivity to multimodal transportation

- a. Transit: Does the project support multi-modal transportation by providing access to a rail station, streetcar, and/or a bus stop? Please clearly label on **Map 2- Connectivity**. Project connections to transit infrastructure are:

Existing

- b. Bike/ped: Does the project connect to existing or planned bicycle and pedestrian facilities? Please check the facilities to which this project would connect and clearly label on **Map 2- Connectivity**. Project connects to:

Bicycle facilities   Pedestrian facilities

### 14. Barrier Elimination

Does the project eliminate an existing barrier to travel and provide safe crossing of that barrier by individuals with disabilities, pedestrians, bicyclists, and other non-drivers of all ages and abilities?

Please clearly label on **Map 2- Connectivity** and indicate the number of barriers below by clicking up/down.

ADA barriers  Four lane or larger roadways  Waterbody(ies)  Railroad  
 Other

### 15. Long-distance bicycle route and tourism

Does the project implement a segment or locally favored alternative on the Bicycle Tourism Trail Example Network, improve non-motorized connections between population centers, and/or extend or develop other regional nonmotorized route for tourism?

Label attachments to support your answer as **E- Long Distance Bicycle Routes**.

- i** Projects that add new off-street bicycle or pedestrian facilities along independent rights-of-way, such as creeks, railroads, or utility corridors, may have different benefits or impacts than projects following the alignment of existing roadways. TxDOT will review the response to question 7 to determine whether the project is proposed on independent right-of-way.

## Geographic Equity

- i** TxDOT is interested in how the project improves access to everyday destinations for underserved communities. TxDOT will analyze census data to determine if the project will improve access for seniors, individuals with disabilities, racial or ethnic minorities, people without private vehicles, or low-income communities.

## Demand

- i** TxDOT is interested in projects that improve access to higher density residential and/or employment centers. TxDOT will analyze US Census data to determine whether projects are located in areas with higher residential and employment density. (Small Urban only)

## COMMUNITY SUPPORT AND PLANNING

### 16. Project Sponsor Resolution

An adopted resolution from the project sponsor's governing board is a required attachment to the detailed application. This attachment should be labeled **F-Project Sponsor Resolution**.

### 17. Public Involvement and Support

- Public outreach events in the last five years which engaged the public on this project should be summarized as a bulleted list or table, then attached with supporting documentation as **G- Public Outreach and Support**.
- List all collaborating partners and their role in developing/implementing the proposed project.

Transportation Development Credits, Municipal Budget

- Letters of Support

Public outreach events in the last five years which engaged the public on this project should be summarized as a bulleted list or table, then attached with supporting documentation **G- Public Outreach and Support**.

### 18. Maintenance and Operation

Name the entity responsible for project maintenance and operation after construction. Attach a letter of commitment if maintenance and operation will be conducted by a third party and label it **H- Maintenance Documentation**.

TxDOT Area Office - Galveston County will provide a letter of support to maintain the facilities upon completion.

### 19. Planning

- Projects may be referenced in various planning documents, such as local Bicycle, Pedestrian, Safe Route to School, Corridor, Traffic Safety, Hazardous Route List, or other Transportation Plan (if applicable)

Is the proposed project included in a local transportation plan?

Yes 

If yes, include as an attachment ONLY the cover and pages of the plan referring to this project.

Label attachment(s) as **I- Local Planning** - No more than 10 pages.

Insert transportation plan weblink:

- Transition Plan for ADA Compliance

Is the proposed project included in the project sponsor's Transition Plan for ADA compliance?

Yes 

If yes, include as an attachment only the cover and pages from the plan relevant to this project.

Label attachment(s) as **I- Local Planning** - No more than 10 pages.

- i** TxDOT will give consideration to small communities (50,000 or less in population) who have limited access to planning resources in the Small Urban funding category.

### 20. MPO Transportation Improvement Program (TIP) Inclusion Letter (if applicable)

If this project is located within the boundaries of an MPO, include a letter from the MPO to the project sponsor indicating their willingness to include the project in the local TIP either as a grouped or individually listed project, if funded.

Label attachment as **J- MPO TIP Letter**.

## PROJECT COMPLEXITY

### 21. Environmental Documentation

- a. An environmental document is required for all federally funded transportation projects. Some site characteristics may require additional environmental evaluation. Are there known environmental issues requiring coordination, permitting, or mitigation?  
See Detailed Application Instructions for more details.

No ▼

- b. Known historic sites are identified in the Texas Historic Sites Atlas (<https://atlas.thc.state.tx.us/>). After reviewing this resource, are there known historic properties near the proposed project requiring coordination?

No ▼

- c. If there are known environmental or historic preservation issues, is there an approach to avoid delays in project development?

No ▼

If "Yes" is marked for either 25a, 25b, or 25c, then provide written description of potential coordination, mitigation, and/or permitting actions foreseen for the proposed project.  
Label attachment(s) as **K- Environmental Documentation** - No more than 10 pages.

### 22. Property Ownership and Acquisition Information

All proposals must provide documentary evidence of the project sponsor's property rights by title of ownership, lease, or easement for all property within the project limits. Respond to a, b, & c below.

- a. Has the property needed for the project already been acquired?

N/A ▼

If No - How many parcels will be acquired? Describe in the attachment how the property will be acquired. Include a commitment letter from current owner(s) demonstrating a willingness to transfer the property to project sponsor in accordance with state and federal laws.

- b. Are there any known encroachments? (utilities, fences, adjacent property improvements)

N/A ▼

If Yes, identify known encroachments in an attachment.

- c. Was property acquired after 1971 in accordance with the Uniform Act?

N/A ▼

Project property acquired after 1971 must have been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act). If No, describe briefly when and how the property was acquired in an attachment.

Include details as attachment(s) **L- Property Ownership/Acquisition**.

### 23. Requirements - Signals, Beacons, and School Zones

Projects proposing new traffic control devices including flashing beacons (RRFBs and PHBs) and school zones **MUST** attach supporting documentation demonstrating these improvements meet warrant/conditions in accordance with the TMUTCD and TxDOT policy.

Label attachment(s) **M- Signals, Beacons, and School Zones**.

### 24. Railroad (RR) Support/Right of Entry Letter (if applicable)

- a. Does the project encroach (within 50') or cross RR right-of-way (ROW)?

No ▼

If yes, the project sponsor must include documentary evidence from the railroad in support of the project and, where appropriate, a willingness by the railroad to enter into an agreement/contract with the local government for project implementation and provisions for right-of-entry for project construction. Where applicable, a cost for railroad work must be included in the budget.

- b. If the project encroaches or crosses RR ROW, has coordination with the RR begun?

n/a ▼

- c. Does this project include rail banked right-of-way?

No ▼

Label attachment(s) as **N- RR Support/Right-of-Entry Letter** - No more than 10 pages.

## DETAILED APPLICATION: 2021 TA CALL FOR PROJECTS

### 25. Project Timeline

Estimate the number of months it will take to complete this project (from planning through construction). Estimate the time required for each activity listed below. Several activities should be accomplished concurrently (such as environmental documentation, PS&E development, railroad coordination, and property acquisition); as a result, the **Total Projected Time Estimate** will be less than the total of the time estimated for each activity. Refer to the 2021 TA Program Guide for additional guidance.

Label attachment(s) as **0- Project Timeline** - No more than 2 pages.

Months Activities

**6 Planning Activities** (minimum 6 months)

(Include the project in the STIP, execute Advance Funding Agreement (AFA) with the department, complete required local government training, assign local government and department roles and responsibilities, etc.)

**6 Project Design and Plan Preparation** (minimum 6 months)

(Solicit, select, negotiate, and execute contract(s) for engineering and environmental services. Develop construction Plans, Specifications, and Estimates (PS&E) to state and federal standards. Include time for review by TxDOT District and Division staff, a registered accessibility specialist, and other agencies as needed.)

**6 Environmental Clearance** (minimum 6 months)

(Complete the NEPA Scope Development Tool, environmental documentation, and appropriate resource studies; consider environmental mitigation, permits, and review by resource agencies). All documentation and exhibits must meet state and federal standards.

**0 ROW Acquisition** (acquisitions should occur after environmental clearance)

(Include time for surveying, appraisals, title transfer, etc. Only incidental utility adjustments may be eligible.)

**0 Railroad coordination** (1 to 2 years)

(Include time for railroad owner review of plan documents and execution of railroad agreement.)

**0 Other-** Describe briefly additional milestones not addressed elsewhere.

**12 Project Construction/Implementation** (minimum 12 months)

(Include time for advertising, procurement of construction contractor, contract negotiations, site preparation, construction, inspection, project close-out, etc.)

**36 Total Project Development Time Estimate**

### 26. Has the project or a substantially similar project been submitted under a prior TxDOT TA or SRTS Call for Projects? Please select the latest program call submission.

No prior submittal

**Reminder:** All responses in the Detailed Application MUST be supported by the attachments. Proposed countermeasures and infrastructure elements MUST be specified in the Itemized Budget. Items missing supporting documentation will not be considered during project evaluation.

## DETAILED APPLICATION: 2021 TA CALL FOR PROJECTS

## ITEMIZED BUDGET

## 27. Itemized Construction Cost Estimate

Provide a detailed cost estimate of all construction costs - use appropriate units (SY, SF, LF, LS, EA, etc.)

Refer to TxDOT's 2019 TA/SRTS Program Guide for guidance.

[Click here for TxDOT's Average Low Bid Unit Prices](http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html) (or visit: <http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html>)

[illegible]

(Continued on next page)

|           |             |
|-----------|-------------|
| Subtotal: | \$1,242,013 |
|-----------|-------------|

## DETAILED APPLICATION: 2021 TA CALL FOR PROJECTS

**Itemized Construction Cost Estimate (continued)**

[illegible]

## DETAILED APPLICATION: 2021 TA CALL FOR PROJECTS

### 28. Additional Construction-Related Costs:

Appropriate costs for this section might include: construction engineering and inspection, construction-phase project administration, contract administration, land survey for right of way demarcation, materials testing, permitting, or geotechnical work. Items ineligible for reimbursement include associated with right-of-way acquisition (e.g., appraisal, parcel survey, title transfer) or legal services.

| Work Activities                           | Quantity | Unit | Unit Price  | Amount           |
|-------------------------------------------|----------|------|-------------|------------------|
| Construction Phase Project Administration | 1        | 1    | \$27,000.00 | \$27,000         |
| Construction engineering and inspection   | 1        | 1    | \$27,000.00 | \$27,000         |
| Material Testing                          | 1        | 1    | \$27,000.00 | \$27,000         |
| Land Survey                               | 1        | 1    | \$20,000.00 | \$20,000         |
|                                           |          |      |             | \$0              |
|                                           |          |      |             | \$0              |
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|                                           |          |      |             | \$0              |
|                                           |          |      |             | \$0              |
| <b>Total:</b>                             |          |      |             | <b>\$101,000</b> |

### Preliminary Engineering (PS&E and Environmental) Costs Eligibility

Population size **14,509**

PE Costs are Eligible

Eligible Preliminary Engineering Costs

**\$186,302**

### 29. Preliminary Engineering (PS&E and Environmental) Costs

Eligible costs to develop PS&E and environmental documents may be considered for project sponsors with populations less or equal to 50,000. Project sponsors with populations above 50,000 are not eligible for reimbursement of PS&E costs. Identify proposed preliminary engineering costs to be incurred by the project sponsor after project selection and after authorization to proceed.

Label attachment(s) as **P - Preliminary Engineering (PS&E and Environmental) Costs** - No more than 2 pages.

| Work Activities         | Cost/Value |
|-------------------------|------------|
| Engineering & Surveying | \$186,302  |
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## BUDGET SUMMARY

### 30. Project Budget Summary *(many lines automatically populate)*

|                                                                                  |                      |                    |
|----------------------------------------------------------------------------------|----------------------|--------------------|
| Total Itemized Construction Cost Estimate <i>(topic 28 total, from page 8)</i>   | 1.                   | \$1,242,013        |
| Total Additional Construction-Related Costs <i>(topic 29 total, from page 9)</i> | 2.                   | \$101,000          |
| <b>Total Construction Cost Estimate</b> <i>(line 1 + line 2)</i>                 | 3.                   | <b>\$1,343,013</b> |
| <b>TxDOT Direct State Costs for project oversight</b> <i>(15% of line 3)</i>     | 4.                   | <b>\$201,452</b>   |
| <b>Total Preliminary Engineering Cost*</b> <i>(topic 30 total, from page 9)</i>  | 5.                   | <b>\$186,302</b>   |
| <b>Total Project Cost Estimate</b> <i>[line 3 + line 4 + line 5]</i>             | 6.                   | <b>\$1,730,767</b> |
| <b>Optional Local Match Increase**</b>                                           | <b>20%</b> of line 6 | (see table)        |

**\*TDCs:** If a project sponsor is found eligible to use TDCs, these credits will be applied to the project in lieu of the local match. See Cost Participation Summary below.

**\*\*Local Match:** Project sponsors may increase the required Local Match above 20% by adjusting the Local Match percentage in the box above. If the project is eligible for Transportation Development Credits or Economically Disadvantaged Counties Program (EDCP) reduction (amount shown in number 7 or 8 below), then the federal/local share will be fixed at 80% federal participation and 20% local match (refer to calculations below).

#### Eligibility for Transportation Development Credits

Select Project Sponsor from dropdown. If Project Sponsor is not listed, then it was determined to be ineligible for Transportation Development Credits.

City of La Marque ▼

Eligible Transportation Development Credits 7. **\$346,153**

#### Economically Disadvantaged Counties Program (EDCP) Reduction *(Must be authorized by TxDOT)*

|                             |                           |            |
|-----------------------------|---------------------------|------------|
| Allowable EDCP Adjustment   | (select, if applicable) ▼ |            |
| Additional EDCP Adjustment  | (select, if applicable) ▼ |            |
| Total EDCP Adjustment (95%) | <b>Total</b>              | <b>0%</b>  |
|                             | 8.                        | <b>\$0</b> |

Ineligible for EDCP when  
TDCs requested

| Participation  |               |                               |                    |                    |                     |
|----------------|---------------|-------------------------------|--------------------|--------------------|---------------------|
|                | Percent       | Preliminary Engineering Costs | Construction Costs | Direct State Costs | Total Project Costs |
| <b>Federal</b> | <b>100.0%</b> | \$ 186,302                    | \$ 1,343,013       | \$ 201,452         | \$ 1,730,767        |
| <b>State</b>   | <b>0.0%</b>   | \$ -                          | \$ -               | \$ -               | \$ -                |
| <b>Local</b>   | <b>0.0%</b>   | \$ -                          | \$ -               | \$ -               | \$ -                |
| <b>Total</b>   | <b>100%</b>   | \$ 186,302                    | \$ 1,343,013       | \$ 201,452         | \$ 1,730,767        |

**COST PARTICIPATION SUMMARY**

|                             |        |             |
|-----------------------------|--------|-------------|
| Total Federal Participation | 100.0% | \$1,730,767 |
| Total State Participation   | -      | -           |
| Total Local Participation   | 0.0%   | \$0         |

**PROJECT COMMITMENT**

The applicant confirms understanding of the following requirements by checking boxes and signing below.

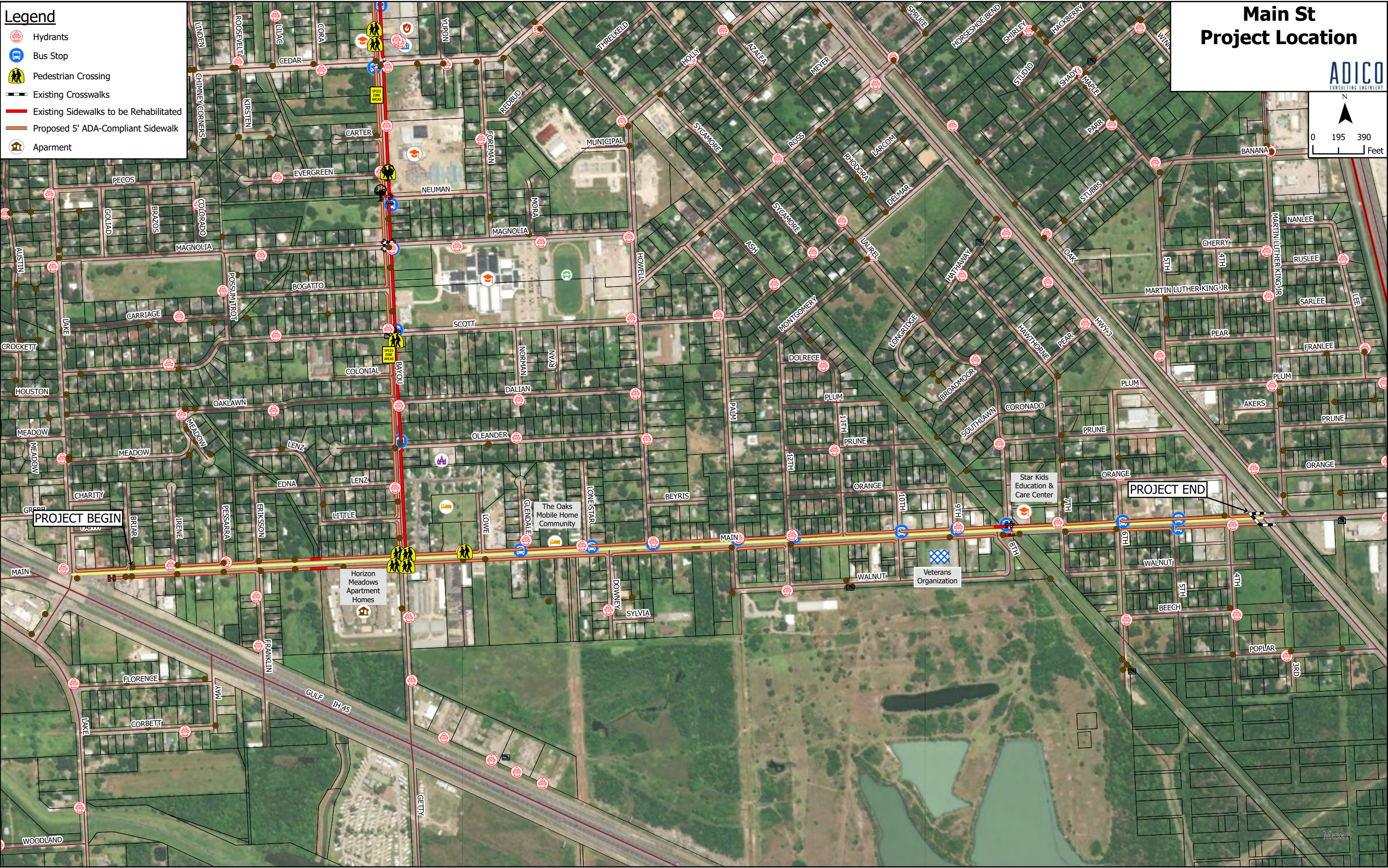
- ☒ This is a reimbursement program. If the project sponsor implements any stage of the project, then they must finance that phase until reimbursement funds are available. Invoices must be submitted with proper documentation on a regular basis (typically monthly, but no less than quarterly).
- ☒ If TxDOT implements any phase of the project on behalf of the project sponsor, then any local match would be due in full to TxDOT prior to commencement of each phase (i.e. preliminary engineering or construction). Project selection does not guarantee that TxDOT will implement a project on behalf of any recipient.
- ☒ Until authorized by TxDOT with a notice to proceed, the project sponsor should not enter into a contract or incur costs for any aspect of the project for which the project sponsor is seeking federal participation. Otherwise, the project sponsor risks incurring costs that will not be reimbursed or credited.
- ☒ Project sponsors may manage elements of the project development process with written TxDOT approval. To receive approval, the project sponsor acknowledges that they must complete a Special Project Approval form in accordance with 43 TAC §15.52 and undergo a Risk Assessment.
- ☒ The project sponsor understands they are responsible for providing a local match (including cash and/or use of EDCP reduction) to cover 20% of the total project cost (including TxDOT Direct State Costs). Depending on approved local match options, TxDOT will reimburse a portion of the total expenses on each invoice submitted with proper documentation of expenses. For project sponsors eligible for Transportation Development Credits, these credits will be applied as additional federal funds in lieu of local match.
- ☒ The project sponsor understands that eligibility for the Economically Disadvantaged County Program (EDCP) is subject to annual review. If an adjustment is granted, the adjustment percentage in effect for the county at the time the TA program call is initiated will be used. Should the county become ineligible for the EDCP adjustment prior to execution of the Advanced Funding Agreement between TxDOT and the project sponsor, the Project Sponsor would be responsible for the full 20% local match for construction.
- ☒ The project sponsor must be prepared to fund any project costs in excess of the amounts indicated in the budget entered into this detailed application and/or the amount awarded by the commission (i.e., project cost overruns).

  
 Signature \_\_\_\_\_  
 Charles Jackson - City Manager  
 Print Name and Title \_\_\_\_\_  
 6/10/21  
 Date \_\_\_\_\_  
 409-938-9202  
 Telephone Number \_\_\_\_\_

Refer to TxDOT's 2021 TA Detailed Application Instructions for submittal instructions.

## Attachment A – Project Location Information







## Attachment B – Project Details



## Legend

-  Hydrants
-  Bus Stop
-  Pedestrian Crossing
-  Existing Crosswalks
-  Existing Sidewalks to be Rehabilitated
-  Proposed 5' ADA-Compliant Sidewalk
-  Apartment

-  Hydrants
-  Bus Stop
-  Pedestrian Crossing
-  Existing Crosswalks
-  Existing Sidewalks to be Rehabilitated
-  Proposed 5' ADA-Compliant Sidewalk
-  Apartment

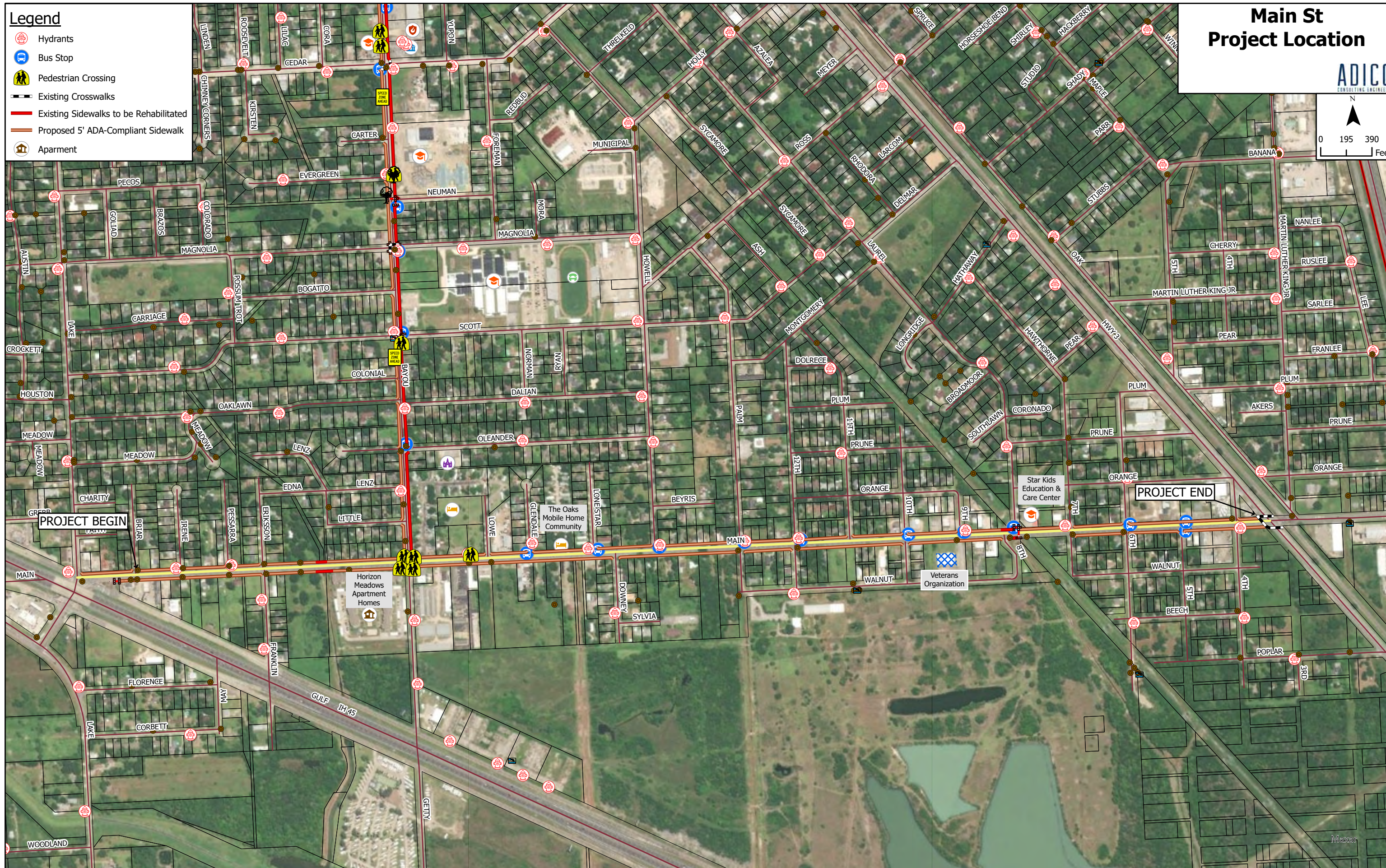
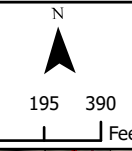
# Main St Project Location



ADICO  
CONSULTING ENGINEERS

0 195 390 Feet

BANANA

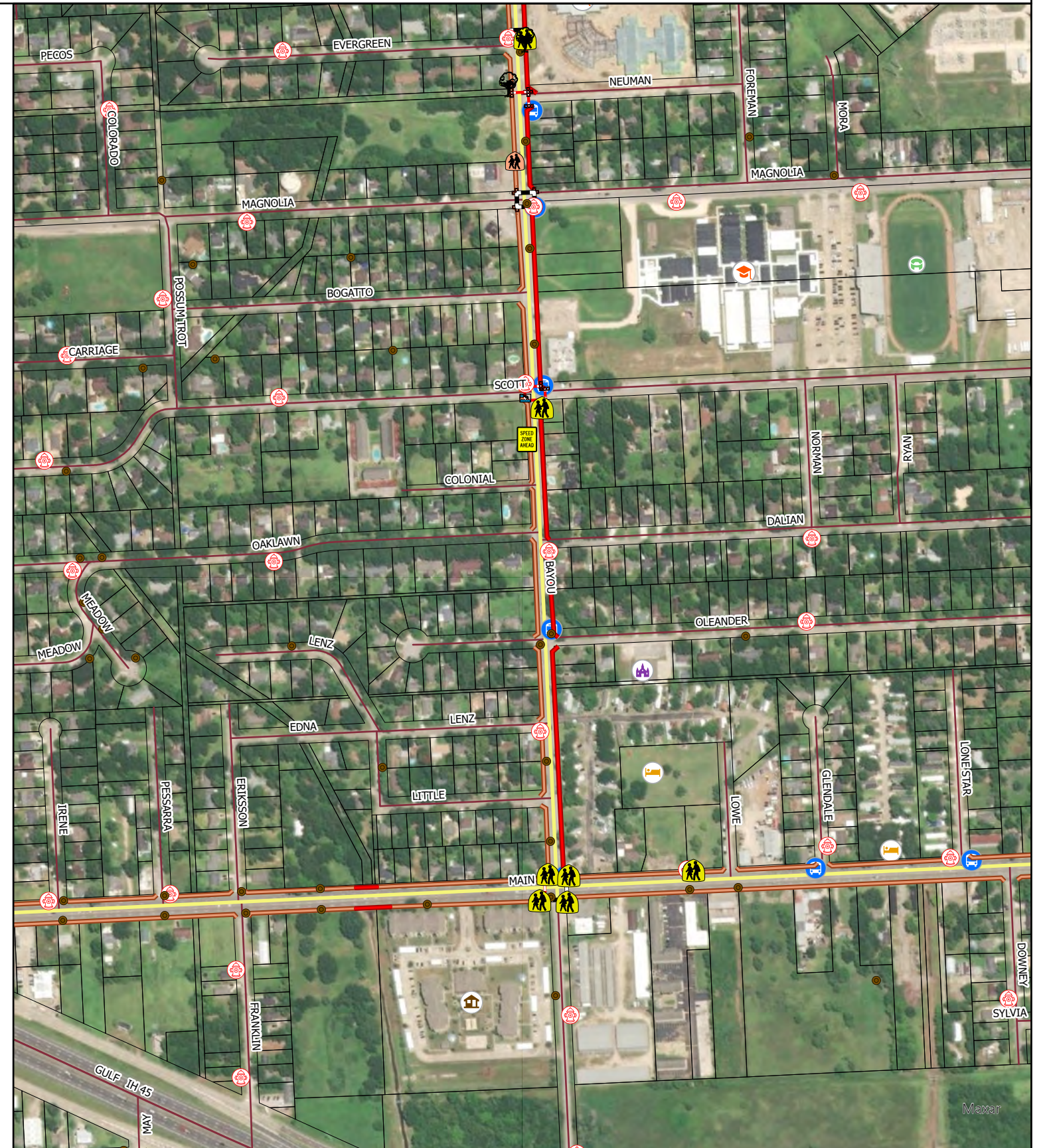




# Project Layout Map 2 - Bayou Rd & Main St

0 25 50  
Feet

0 130 260  
Feet

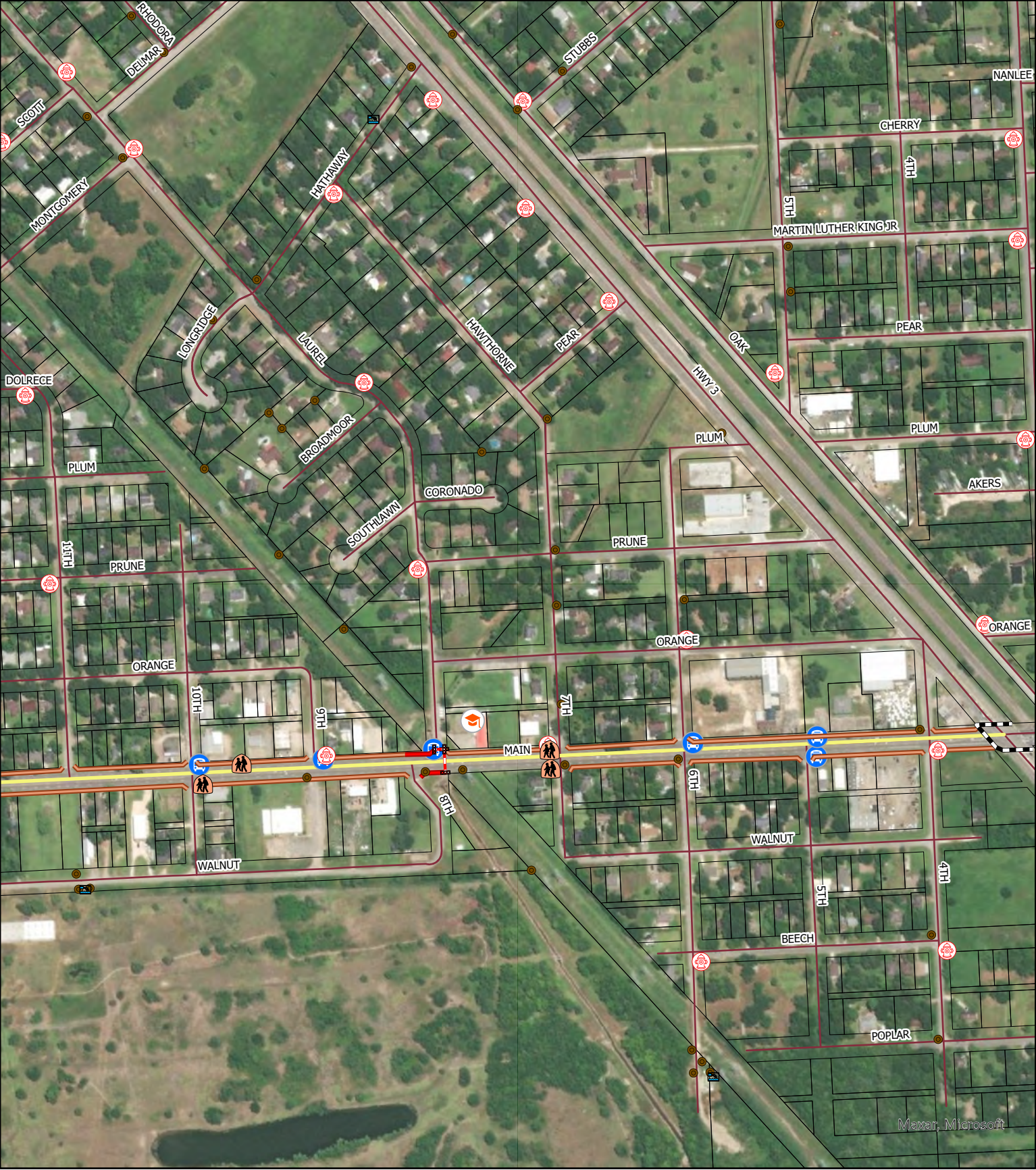




Project Layout  
Map 3 - Bayou Rd & Neuman

0 25 50  
Feet

0 130 260  
Feet







## MAIN STREET

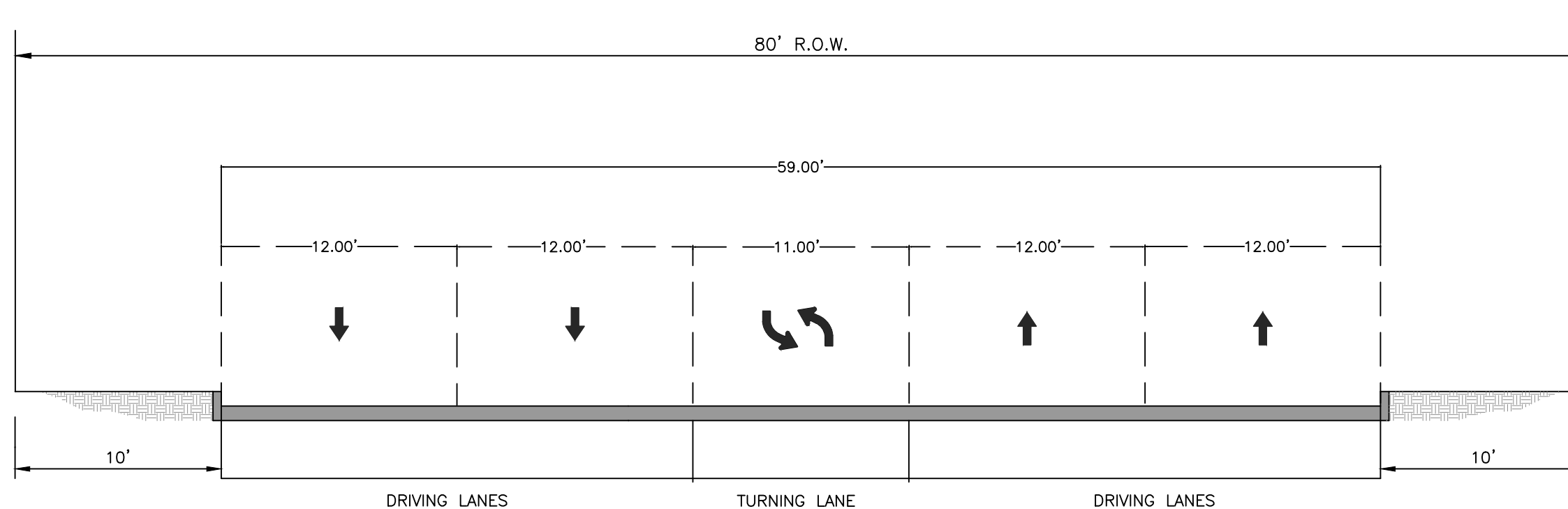
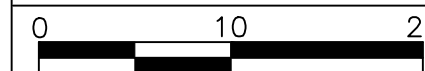


EXHIBIT 2.0 - Existing Sidewalk Improvement Section

**ADICO**  
CONSULTING ENGINEERS

TBPE FIRM NO. 16423  
2114 EL DORADO BLVD, STE. 400  
FRIENDSWOOD, TX 77546  
PHONE: 832-895-1093  
WWW.ADICO-LLC.COM

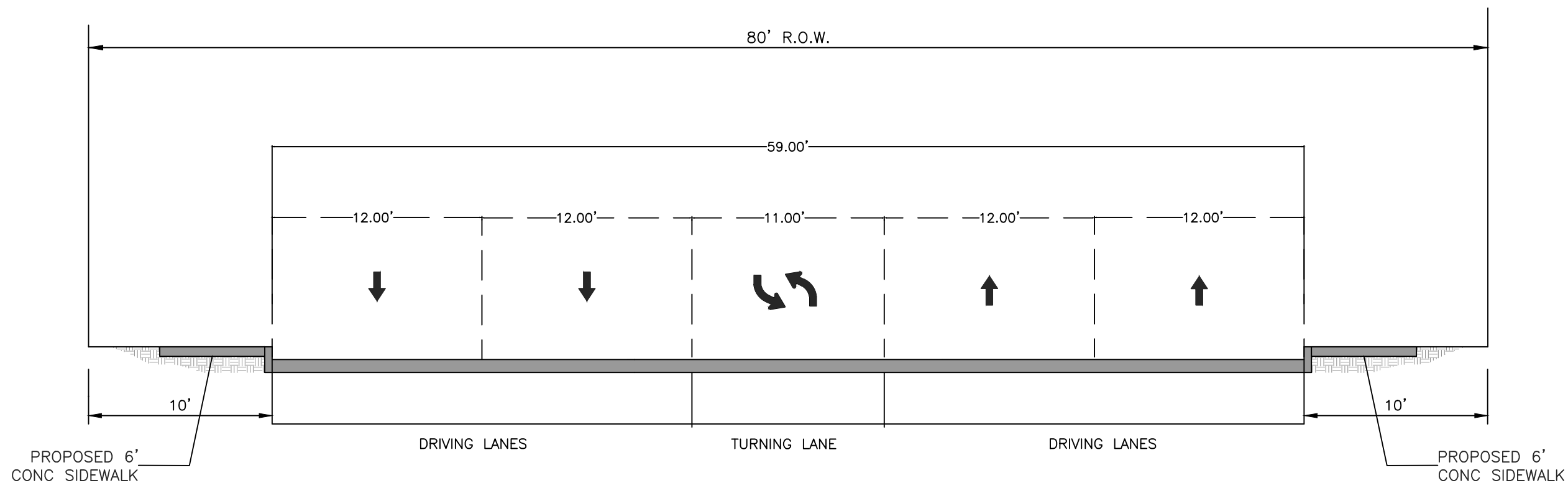
CITY OF LA MARQUE  
Main Street Sidewalk Improvement  
Exhibit 2.0 - Existing Sidewalk



SCALE: 1" = 10'



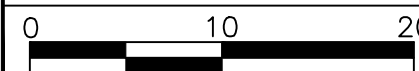
MAIN STREET



**EXHIBIT 2.1 - Proposed Sidewalk Section (Type 1)**  
Adjacent to existing curb

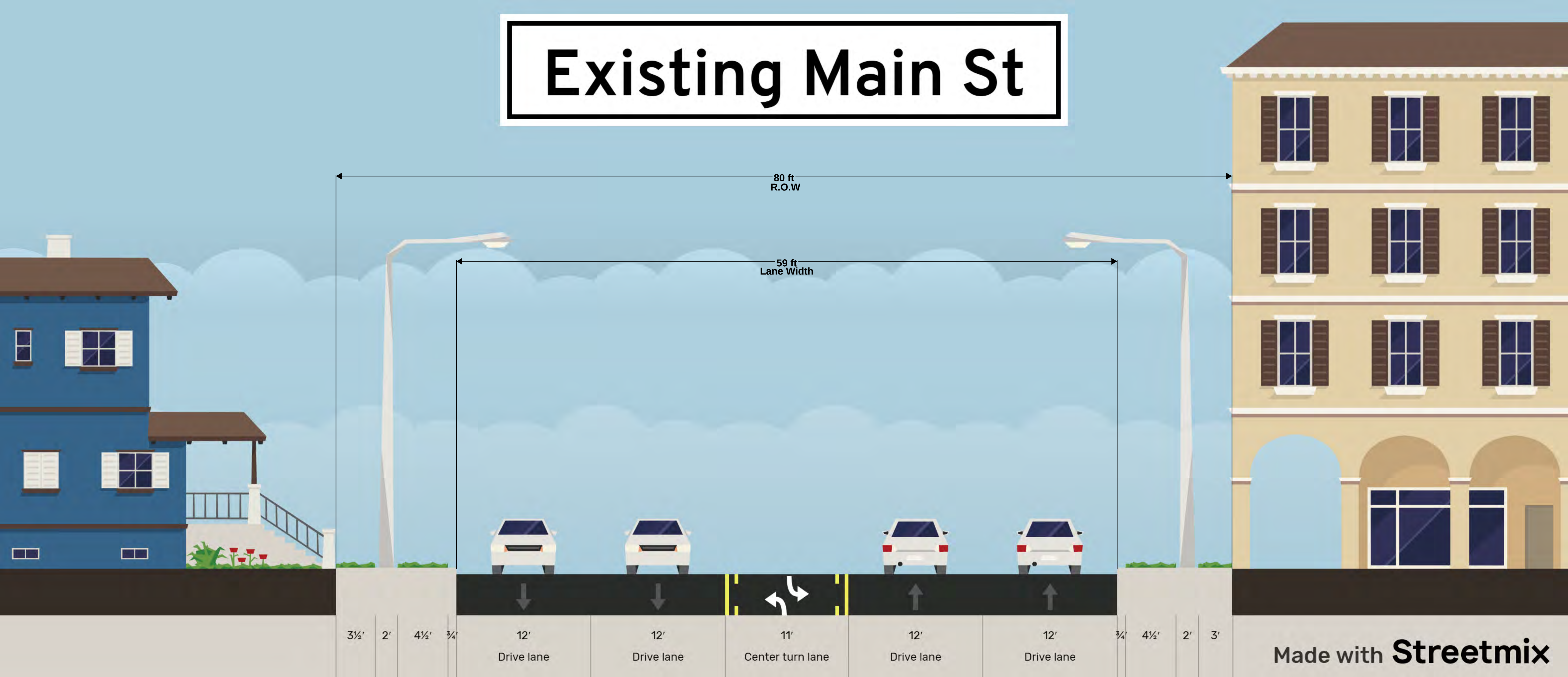
**ADICO**  
CONSULTING ENGINEERS  
TBPE FIRM NO. 16423  
2114 EL DORADO BLVD, STE. 400  
FRIENDSWOOD, TX 77546  
PHONE: 832-895-1093  
WWW.ADICO-LLC.COM

CITY OF LA MARQUE  
Main Street Sidewalk Improvement  
Exhibit 2.1 - Proposed Section (Type 1)



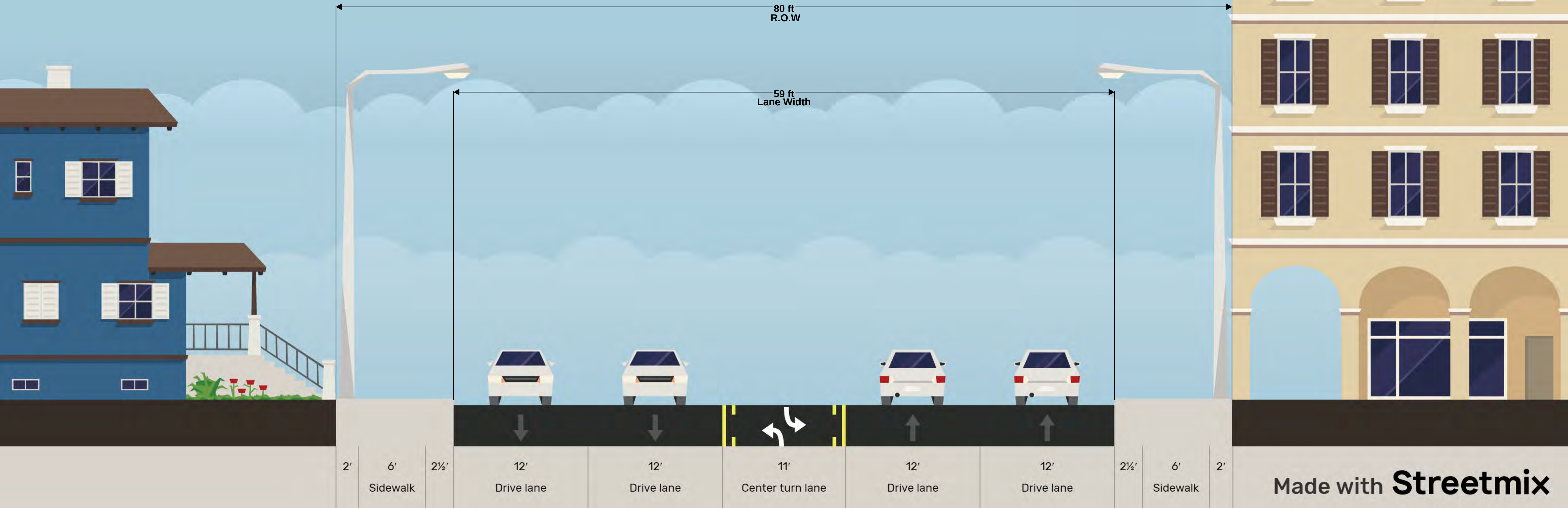
SCALE: 1" = 10'

# Existing Main St



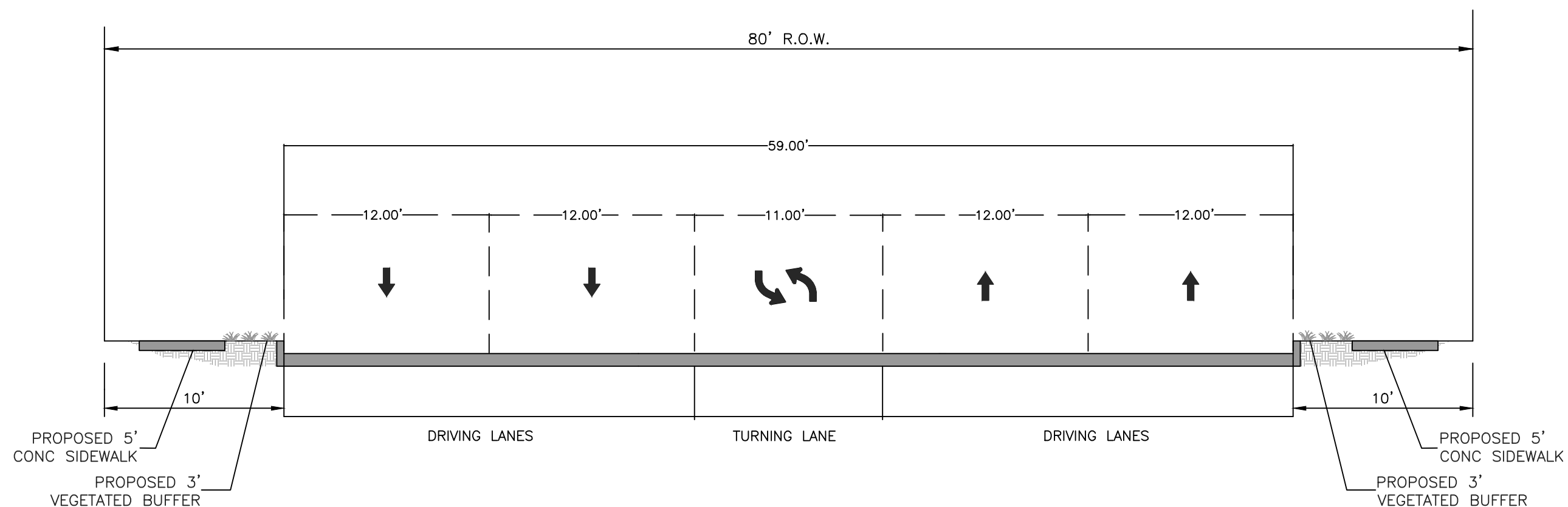


# Proposed Main St.





## MAIN STREET

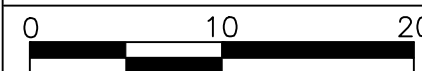


**EXHIBIT 2.2 - Proposed Sidewalk Section (Type 2)**  
Sidewalk offset from existing curb

**ADICO**  
CONSULTING ENGINEERS

TBPE FIRM NO. 16423  
2114 EL DORADO BLVD, STE. 400  
FRIENDSWOOD, TX 77546  
PHONE: 832-895-1093  
WWW.ADICO-LLC.COM

CITY OF LA MARQUE  
Main Street Sidewalk Improvement  
Exhibit 2.2 - Proposed Section (Type 2)



SCALE: 1" = 10'



## Attachment C – Safety Hazards and Countermeasures

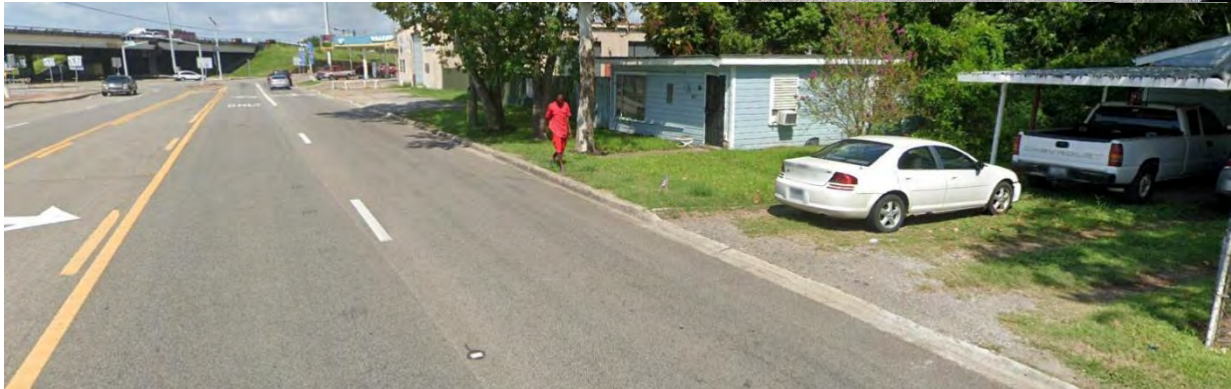
## **FM 519 (Main Street) Application Report**

The objective of this project is to ensure safety and reduce pedestrian-vehicular conflicts, as well as construct intersection designs which incorporate proper regulation curb ramps, sidewalks, early warning signs, and crosswalks to make the current environment more accommodating for citizens. The ultimate countermeasure will construct a new 6-foot-wide, 5-inch reinforced concrete, ADA-compliant sidewalk on both sides of FM 519 (Main St.) from Gulf Freeway Highway 45 to State Highway 3 (1.6 miles). Many locations involve the sidewalk to cross a driveway thus required to maintain a maximum 2% cross slope and if necessary reduce to 4 ft.



This project is on/along a TxDOT maintained roadway and will begin near Gulf Freeway at Briar Lane proceeding east bound on Main Street. To ensure the proposed project will meet TxDOT guidelines it is imperative that the 6-foot-wide concrete sidewalks are not built on conflicting space. Countermeasure #1 for this project involves a 6 ft offset for existing fire hydrants, light poles, and street signs at the perpendicular intersections of Irene St & Pessara St where there are obstructions  $\leq 2$  ft from the edge of road. An alternative is offsetting the proposed sidewalk  $\geq 3$  ft from the existing edge of curb to be built with a buffer between the existing roadway and sidewalk without removing or relocating existing utilities.

Countermeasure #2 emphasis the severity of proper construction of contiguous 6 ft ADA-compliant sidewalks and ramps along both sides of Main Street to allow citizen to travel from neighborhoods along the state-maintained roadway to access school sites, city centers, religious facilities and gathering sites.



Countermeasure #3 aims to resolve the highest conflict point of interest, the intersection of Bayou Rd and Main St. where 75% of this intersection is accompanied by residential housing with the remaining 25% occupied by a convenience store. Countermeasure #3 involves the construction of 6-foot-wide sidewalks connecting all four corners of Bayou and Main through striped crosswalks, early warning signs, pedestrian & advanced crossing signage along with regulation ramps at each corner.



The next conflict point is at the intersection of Main St and Laurel St. There are a couple community centers located in the vicinity of this intersection such as a children's care center and a Veterans Organization. Near this location is an existing bridge with concrete sidewalks. Countermeasure #4 involves rehabilitating the existing HC ramp, inserting early warning signs, and a striped crosswalk to the eastside of Laurel. This will allow safe travel to-and-from the bus stop, the existing sidewalk, and allow pedestrian access to the existing neighborhood northbound on Laurel St.



Furthermore, countermeasure #5 involves the construction of another striped crosswalk with early warning signs, pedestrian & advanced signage, and compliant ramps across Main St connecting to countermeasure #4. This will give citizens safe access to both the north and south sides of Main St, such as veterans leaving VFW Post 8248, citizens traveling to-and-from Laurel St or 8<sup>th</sup> St, or parents picking



up their child from day care.



Taking into consideration the interrelation between Laurel St and Main St, which is a major neighborhood street connecting to FM 519. Countermeasure #6 involves the creation of a safe route from Main St and Laurel going northbound connecting pedestrians to bus stops, proposed crosswalks and surrounding neighborhoods with the use of proper pedestrian and advanced signage.



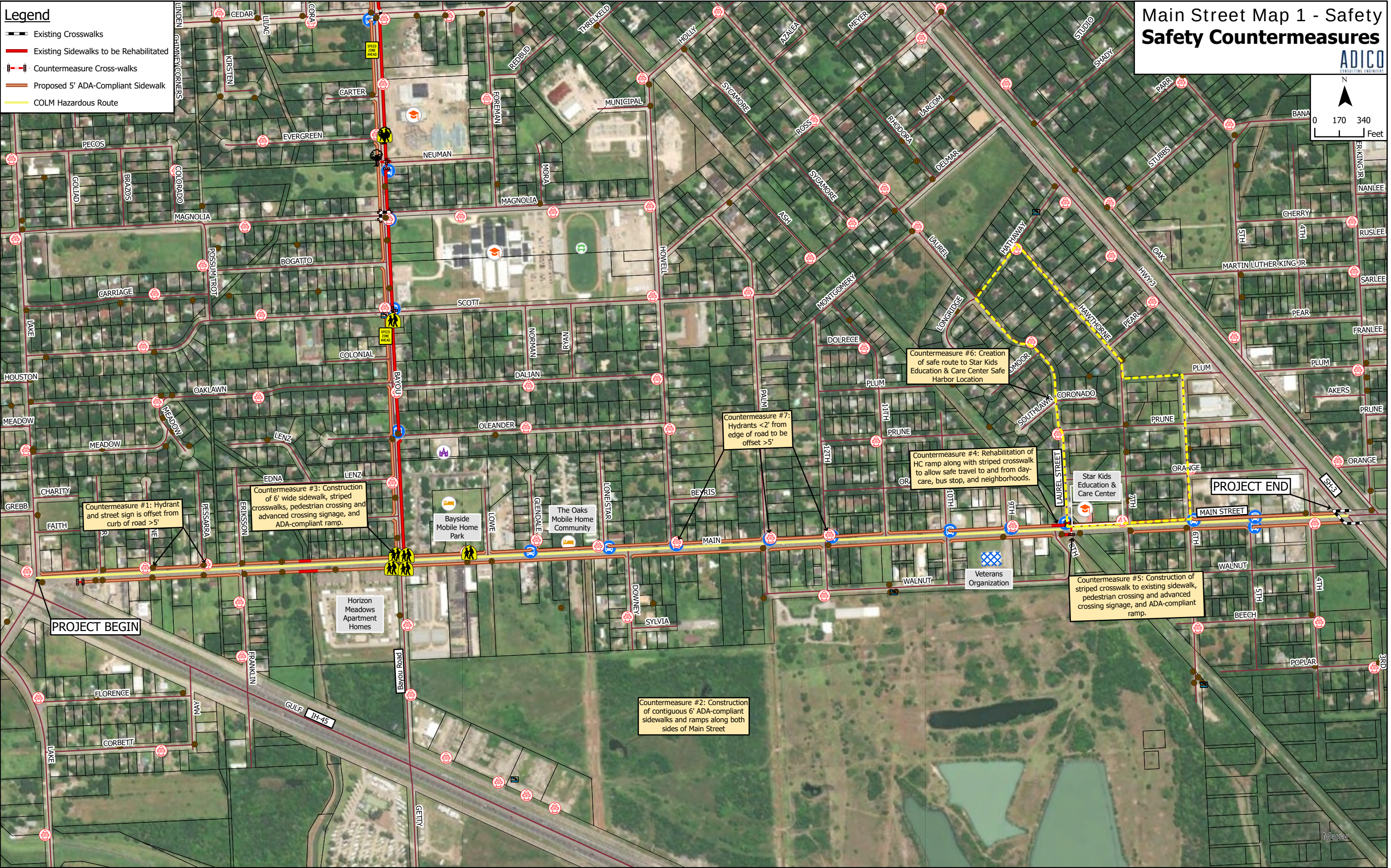
The final countermeasure of Main St. Sidewalk Improvement is resolving all obstructions along FM 519 that will interfere with the project's placement. Countermeasure #7 involves the relocation, removal or rehabilitation of existing hydrants, power poles, and/or street signs in the R.O.W. along FM 519. Except for sections that have proper adjacent spacing wide enough for a 6-foot-wide sidewalk to be placed alongside the potential obstructions.







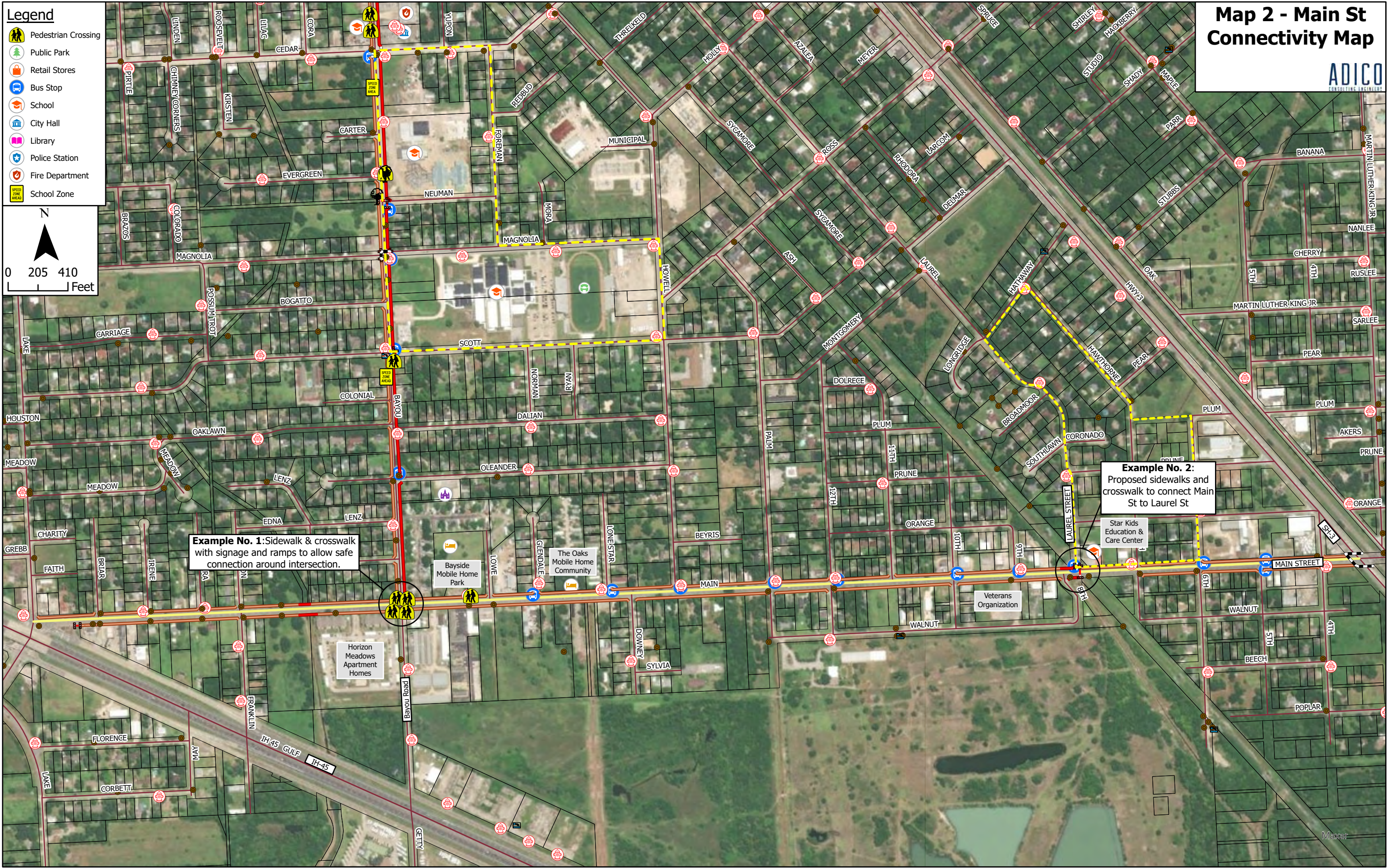






## Attachment D – Connectivity







## Attachment E – Long Distance Bicycle Routes

N/A

## Attachment E – Long Distance Bicycle Routes

### Not included

This project does not implement a segment or locally favored alternative on the Texas Bicycle Tourism Trail Example Network, improve non-motorized connections between population centers (e.g., cities), and/or extend or develop other regional non-motorized routes for tourism. The proposed project does not connect to or complement long-distance tourism routes.



## Attachment - Project Sponsor Resolution

**RESOLUTION NO. R-2021-0012**

**A RESOLUTION SUPPORTING CITY OF LA MARQUE'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS**

**WHEREAS**, the Texas Department of Transportation issued a call for projects in January 2021 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

**WHEREAS**, City of La Marque's application is for projects located in a population area of 50,000 or less seeking TA funds; and

**WHEREAS**, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure; and

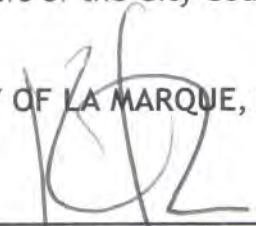
**WHEREAS**, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible, and the City of La Marque would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds;

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

The City of La Marque supports funding the projects as described in the City of La Marque's' 2021 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. Further, the City of La Marque is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

**DULY PASSED** by majority vote of all members of the City Council of the City of La Marque on the 1<sup>st</sup> day of June 2021.

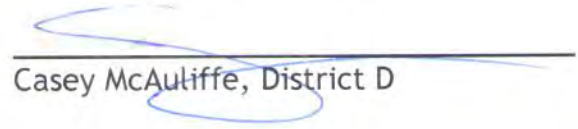
CITY OF LA MARQUE, TEXAS

  
\_\_\_\_\_  
Keith Bell, Mayor

  
\_\_\_\_\_  
Joe Compian, Mayor Pro-Tem, District B



Michael Carlson, District C



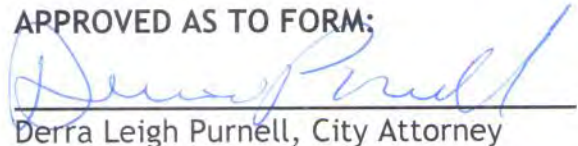
Casey McAuliffe, District D

ATTEST:



Robin Eldridge, TRMC  
City Clerk

APPROVED AS TO FORM:



Derra Leigh Purnell, City Attorney

## Attachment G – Public Outreach and Support

The City of La Marque initiated the development of Parks Master Plan. This new plan will provide a 10-year roadmap for the development of future parks, recreation and open space facilities for the enjoyment of its citizens. The project was initiated with the support of City Council with the engagement of at the March 9, 2020 City Council Meeting.

Due to COVID-19, the project has been delayed until recently when public engagement was allowed by the City.

The Parks Master Plan includes Notice of Public Engagements at events on May 27<sup>th</sup> and 28<sup>th</sup>, 2021(see attached).

| <b>Date</b> | <b>Event</b>                                           | <b>Outcome</b>                                                                           |
|-------------|--------------------------------------------------------|------------------------------------------------------------------------------------------|
| 6/11/2018   | Sidewalk Ordinance adopted                             | City Council approved adoption of Sidewalk Ordinance                                     |
| 3/9/2020    | Parks Master Plan - Professional Engineering Agreement | City Council approved engagement of LNV Engineering for development of Parks Master Plan |
| 5/27/2021   | Parks Master Plan Public Meeting #1 @ Park Sites       | Receive public input on Park amenities and priorities for Parks Master Plan              |
| 5/28/2021   | Parks Master Plan Public Meeting #2 @ Park Sites       | Receive public input on Park amenities and priorities for Parks Master Plan              |



**ORDINANCE NO. O-2018-007**

**AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 56, "STREETS AND SIDEWALKS" BY ADDING SECTION 56-6, PROVIDING STANDARDS FOR THE CONSTRUCTION OF SIDEWALKS, PROVIDING A MINIMUM REINFORCEMENT TO ALL SIDEWALKS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION ONE:**

That Chapter 56 "Streets and Sidewalks" Article I. In General - is hereby amended to add Section 56-6 to read as follows:

Section 56-6 "Standards for construction of sidewalks"

1. Standards for construction of sidewalks
  - a) A minimum concrete compression strength of 3,000 psi
  - b) #3 rebar at 15-inch C-C not 6" X 6" – 10 gauge welded reinforcing wire
  - c) Minimum thickness requirement shall apply to all new and replacement construction for sidewalks and shall be 4-1/2" thick and/or designed by the professional engineer responsible for the project.
  - d) Minimum width required for ADA shall be 5' wide, with 5' X 5' turnaround every 200'
  - e) Additional reinforcement may be required for sidewalks encompassing either in part or whole utility fixtures.
2. Concrete sidewalks shall be installed, at the builder's expense, on all curb and gutter streets abutting any new residential or commercial construction. Such sidewalks shall be at least five feet in width, and located not less than one foot or more than ten feet from the property line and shall be lined up with the sidewalks adjoining property when possible.

**SECTION TWO:** Severability Clause. All provisions of any Ordinance in conflict with this Ordinance 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

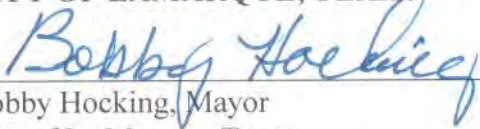
Ordinances shall remain in full force and effect.

**SECTION THREE:** Effective Date. This ordinance will be effective immediately upon adoption and publication of this ordinance or a caption that summarizes the purpose of this ordinance in the official newspaper for two days, in accordance with Section 52.011 of the Texas Local Government Code.

**PASSED AND APPROVED** by the City Council of the City of La Marque on the first reading this the 14th day of May, 2018.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on the Second and Final reading this the 11<sup>th</sup> day of June, 2018.

**CITY OF LAMARQUE, TEXAS**

  
\_\_\_\_\_  
Bobby Hocking, Mayor  
City of La Marque, Texas

**ATTEST:**

  
\_\_\_\_\_  
Robin Eldridge, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ellis J. Ortego, City Attorney



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

Mayor Bobby Hocking

Mayor Pro-Tem Keith Bell- District A

Councilmember Chris Lane- District B

Councilmember Robert Michetich- District C

Councilwoman Casey McAuliffe- District D

\*\*\*\*\*

**ORDINANCE NO. O-2020-0002**

**RESOLUTION NO. R-2020-0004**

**CITY OF LA MARQUE  
CITY COUNCIL WORKSHOP  
AGENDA  
of  
MARCH 9, 2020**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Workshop on Monday, March 9, 2020, beginning at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

**(1) CALL MEETING TO ORDER**

**(2) ROLL CALL**

**(3) INVOCATION AND PLEDGE OF ALLEGIENCE**

**(4) PRESENTATION**

**a.** Discussion of results and recommendations regarding investigation of alleged discrimination and retaliation within or related to the fire department;

- Council reserves the right to convene in closed executive session for consultation with attorney to obtain legal advice related to this item, as permitted under Section 551.071 of the Texas Government Code.

**(5) CITIZENS PARTICIPATION (Limited to three minutes per person)**

Comments from the public (at this time, any person with city-related business who has signed up may speak to Council 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.

**(6) CONSENT**

- a. Discussion relating to adopt Resolution No. **R-2020-0004**, amending Resolution No. R-2020-001, and ordering the City of La Marque General Election to be held on May 2, 2020 – Mayor B. Hocking/City Clerk R. Eldridge
- b. Discussion relating to approve a Final Plat of Dovetail Shadow Lane Street Dedication, a subdivision of 0.334 acres located in S. F. Austin League No. 4 Survey, A-2, City of La Marque, Galveston County, Texas – Development Services Coordinator S. Sutton
- c. Discussion relating to approve a Final Plat of Landing at Delany Cove Section 11, a subdivision of 12.328 acres located in S. F. Austin League No. 4 Survey, A-2, City of La Marque, Galveston County, Texas – Development Services Coordinator S. Sutton
- d. Discussion relating to approve the Precision Pumps System's quote for renovations of the headworks/lift station pump improvements at the wastewater treatment plant - Public Works Director C. Cary
- e. Discussion relating to approve Precision Pumps System's quote for renovations and pump improvements to Lift Station (LS) #4, located at the 6<sup>th</sup> Street lift station (LS #4) - Public Works Director C. Cary
- f. Discussion relating to approve purchase of fifteen (15) complete sets of structural firefighting gear – Fire Chief T. Weidman
- g. Discussion relating to approve LNV, Inc. Task Order No. 4 for services related to creation of a Parks Master Plan in the amount of \$50,000.00, with \$20,000.00 to be taken from monies collected under the Park User Fee ordinance – City Manager C. Jackson
- h. Discussion relating to approve up to \$500.00 expenditure from the Youth Program Fund to support Earth Day Fest at the Library – Library Director A. Miller

## **(7) ADJOURNMENT**

### **CERTIFICATION:**

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before March 6, 2020, before 5:30 p.m.

---

Robin Eldridge, TRMC  
City Clerk

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





## CITY COUNCIL AGENDA FORM

Meeting Date: March 9, 2020

Prepared by: Charles Jackson/  
Charlene Warren

Department: Administration

Agenda item: 6g

Reviewed by: Charlene Warren/  
Charles Jackson

**AGENDA ITEM DESCRIPTION:** Discussion relating to approve LNV, Inc. Task Order No. 4 for services related to creation of a Parks Master Plan in the amount of \$50,000.00, with \$20,000.00 to be taken from monies collected under the Park User Fee ordinance

☒

### ATTACHMENTS FOR REFERENCE

1. LNV, Inc. Task Order No. 4

### STAFF BRIEFING:

- The City of La Marque solicited proposals for a professional planning consulting service to create a comprehensive Parks Master Plan
- As previously discussed in budget workshops, a comprehensive parks master plan is necessary to reflect community goals and objectives, and to formulate implementation strategies
- It also serves as a decision-making tool to assist in annual budgeting and future development of facilities, infrastructure, and programming
- Completion of a parks master plan will allow the City to actively seek and receive grant funding to further assist in development of new parks and renovation of existing parks
- On November 20, 2019, a notice was posted on both the City's website and Texas Bid System's website
- There were 212 vendors solicited through the City's website and 126 vendors through Texas Bid System
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period (11/20/2019 and 11/27/2019)
- Addendum #1 was posted on December 12, 2019
- On December 18, 2019, two (2) proposals were submitted and one (1) was qualified to continue the process
- Specifications for the proposals were supplied by the City of La Marque
- At the January 13, 2020 Council meeting, Council authorized the city manager to negotiate an agreement with Clark Condon for consulting services
- A proposal was received from Clark Condon which was well in excess of the amount budgeted for this project
- Under professional services, LNV, Inc. was contacted and can complete the project for \$50,000.00
- Parks Master Plan project was budgeted at \$30,000.00; additional expense can be utilized from the Park Use Fee with Council's approval
- City Manager is recommending approval of LNV, Inc. Task Order No. 4 to proceed with the project
- Finance Director has reviewed



## CITY COUNCIL AGENDA FORM

**HISTORY:** N/A

**TARGET IMPLEMENTATION:** March 9, 2020

**SIGNIFICANT ACTION DATES:**

**11/20/2019** - RFP #20-01 notice posted

**12/12/2019** - Addendum #1 notice posted

**12/18/2019** - Proposals publicly acknowledged

**01/13/2020** - Council authorized City Manager to negotiate contract

**ACTION:**

- |                                                                                                                                              |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Ordinance                                                                                                           | <input type="checkbox"/> Resolution     |
| <input type="checkbox"/> Special Presentation                                                                                                | <input type="checkbox"/> Proclamation   |
| <input type="checkbox"/> Finance Report                                                                                                      | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Other - Task Order                                                                                       |                                         |
| <input checked="" type="checkbox"/> Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures |                                         |

**Cost Details:**

|                              |                              |
|------------------------------|------------------------------|
| <b>Budgeted</b>              | \$30,000.00                  |
| <b>Actual Bid</b>            | \$50,000.00                  |
| <b>Estimated Expenditure</b> | <b>\$50,000.00</b>           |
| <b>Acct. Name(s)</b>         | Parks Improve. / Contingency |
| <b>Line Item #</b>           | 01-4040-12-00                |
| <b>Other Funding</b>         | Parks User Fee - \$20,000    |

**STAFF'S RECOMMENDATION:** Recommend to approve LNV, Inc. Task Order No. 4 for services related to creation of a Parks Master Plan in the amount of \$50,000.00, with \$20,000.00 to be taken from monies collected under the Park User Fee ordinance

**FISCAL IMPACT:** Up to \$15,000.00 was budgeted in the Parks Board fund; up to \$15,000 will come from General Fund; remaining expense can be utilized from Parks User Fee fund

Engineering/Architectural Professional Consulting Services

TASK ORDER NO. 4

For Parks Master Plan

City of La Marque, Texas

AND

LNV, LLC.

This Task Order is issued by the OWNER and accepted by the ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 21st day of October, 2019, in connection with City of La Marque, Texas, (OWNER) General Engineering Program.

**PURPOSE**

The purpose of this Task Order is to set forth the requirements, schedule, and payment associated with the ENGINEER's tasks in accordance with the Agreement between OWNER and ENGINEER.

**ENGINEER'S SERVICES**

General: ENGINEER's services to be provided under this Task Order include Basic and Additional Services outlined below:

**Basic Services:**

**A. Statement of Intent**

A comprehensive parks master plan is necessary to reflect community goals and objectives and formulate implementation strategies. The plan will serve as a decision-making tool to assist in annual budgeting and future development of facilities, infrastructure, and programming. Recreation in La Marque has a strong emphasis on use of City-owned and operated facilities and infrastructure, City partnerships with County resources, and trail systems.

**B. Project Objectives**

1. Translate community vision into a realistic, strategic, and comprehensive planning tool. Identify the value and importance that recreation, activities, and parks play in residents' lives, value to the community, and potential for development.
2. Address the City's role in meeting the recreational needs of the City of La Marque, its residents and visitors alike.
3. Promote best practices and innovative strategies for improvements to parks, operations, and organization.

4. Provide a realistic guide for decision-making with regard to park, building, and facility usage; policy; operations; short and long-term maintenance costs; and future capital improvement expenses.
5. Assessment of existing facilities and programs, identify potential opportunities to improve usage or expand programming, address rehabilitation needs, prioritize and develop time-line for improvements.
6. Facilitate participatory process for citizen input and involvement in the development of the Parks Master Plan to ensure the City's future efforts align and community needs and priorities in terms of programming and facilities.
7. Address the City's future parks and recreational needs, provide recommendations for prioritizing acquisitions and staffing augmentation to meet future needs.

#### **C. Site and Current Descriptions**

1. Bayou City Park, 217 Bayou Road – Basketball court; playground
2. Bird Sanctuary, 317 Bayou Road – Park benches
3. Mac McGaffey Highland Bayou Park, 1991 Getty Road – Pavilion; lake; tennis courts; playgrounds
4. Jaycee Park, 2706 Magnolia Drive – Playground; open play area
5. Lagana Park, 1322 Yupon Street – Playground; open play area
6. Martin Luther King, Jr. Memorial Park, 416 Apricot Street; Half basketball court; playground
7. Mahan Park, 2701 Woodland Street – Football/soccer field; baseball fields; playground, and boat ramp
8. Walter Feigle Park, 1009 Bayou Road – Gazebo; open play area
9. Westlawn Park, 3010 Melody Drive – Playground; open play area
10. Proposed Pocket Park, Saltgrass Point Boulevard

#### **D. Major Work Elements**

The City anticipates the following work elements will be necessary to develop this Strategic Plan:

1. Evaluation of existing public and private recreational facilities and programs serving the City of La Marque and surrounding areas.
2. Analysis of current City of La Marque park facilities including an evaluation of specific maintenance needs for each facility.
3. Analysis of future development or rehabilitation opportunities for each park, including the development of alternative conceptual site plans and renderings, as appropriate, for future improvements.
4. Evaluation of current parks and facility usage trends to include analysis of possibility of decentralizing or duplicating popular activities to other park/facility locations.
5. Evaluation of Parks budget, staffing, and park maintenance operations.
6. Citizen engagement efforts including the residents of La Marque in, at a minimum, the following elements:



- Stakeholders interviews (to include elected officials, senior City staff, park and facility users, local volunteer organizations, private providers, and other organizations as identified)
- A minimum of three status meetings with the Parks Board as appointed by the City of La Marque City Council
- Multiple public community meetings in the parks
- Survey options that produce a representation from all ages and community sectors the result in actionable items
- Interviews geared toward gaining input from the youth of the community and surrounding areas
- Project updates for publication on the City's website
- City Council presentations including:
  - Initial presentation
  - Final presentation

#### **E. Key Deliverables**

The following are to be furnished to the City of La Marque:

1. Recommendations for on-going maintenance and operations for the parks/facilities utilizing current level of City investment and an accelerated investment level over five (5), ten (10), and twenty (20) years.
2. Recommendations for improvements including ADA elements to existing park properties comprising a prioritized list of capital projects with cost and construction estimates.
3. Conceptual site plans and renderings depicting future development and expansion opportunities for each park, including trails in Highland Bayou Park and Mahan Park, and trail connections between parks or area trails, based upon citizen engagement effort.
4. Recommendations on best practices and innovative strategies for improvements to parks, operations, and organization based on successes and best practices of other similar communities.
5. Viable funding alternatives tied to specific projects, if needed, for an accelerated investment level over five (5), ten (10), and twenty (20) years, i.e. grants, loans, etc.
6. Mapping Deliverables (in GIS and .pdf format):
  - Existing public and private recreational/activity related facilities
  - Service areas for existing recreational/activity related facilities
  - Proposed greenways and paths within each park/facility and connections between
  - Proposed system-wide improvement plans to illustrate system scope and balance, priorities for improvement, and connections
7. Plan Deliverables:
  - Electronic copy of final plan
  - Electronic copy of all renderings/conceptual plans
  - Twelve (12) printed color copies of final plan in three-ring binders

The following will be provided by the City of La Marque to selected consultant:

1. Maps and aerial photography of incorporated City of La Marque identifying parks and recreation facilities and streets.
2. Summary of existing parks/facilities.
3. Contact information of organizations involved in recreation and parks activities.
4. Inventories of existing facilities and major events held at each.

#### TIME OF PERFORMANCE

Time is of the essence. All work in this Task Order shall be completed by the ENGINEER on or before the dates indicated in the following table.

| Task       | Completion Date |
|------------|-----------------|
| BASIC      | June, 2021      |
| ADDITIONAL | June, 2021      |
| SPECIAL    | N/A             |

#### PAYMENT

Payment to ENGINEER will be made in accordance with the following:

**Payment for Basic Services:** OWNER will pay ENGINEER a fee for providing for all "Basic Services" authorized, in accordance with the following table. The fees for Basic Services will not exceed those identified in the table below and will be full and total compensation for all services outlined in this Task Order under "Basic Services." ENGINEER invoicing shall comply with the provisions of the Agreement between OWNER and ENGINEER. The Basic Services shall be itemized in sufficient detail by line-item, category, services to be performed and cost. OWNER reserves the right to pay ENGINEER a fixed fee for Basic Services at OWNER'S discretion.

**Fee for Additional Services:** Fees for Additional Services shown in the following table are an **allowance** for potential services to be provided as part of the project and are subject to modification by the OWNER based on the actual needs of the project. Work will not begin on any Additional Services until requested in writing by the ENGINEER, and until written authorization to proceed with the additional services is provided by the OWNER. Additional Services shall be itemized in sufficient detail by line-item, category, services to be performed and cost. OWNER reserves the right to pay ENGINEER a fixed fee for Additional Services at OWNER'S discretion.

| FEE BREAKDOWN FOR SERVICES BY ENGINEER                                                                          |             |
|-----------------------------------------------------------------------------------------------------------------|-------------|
|                                                                                                                 | FEE         |
| <b>BASIC SERVICES</b>                                                                                           |             |
| Visual Assessment and Evaluation                                                                                | \$18,500    |
| Site Plans and/or Renderings of Proposed Future Improvements                                                    | \$16,500    |
| Recommendations – Maintenance, ADA upgrades, Best Practices, Innovation Strategies, Viable Funding Alternatives | \$15,000    |
| <b>SUBTOTAL BASIC SERVICES:</b>                                                                                 | \$50,000.00 |
| <b>ADDITIONAL SERVICES</b>                                                                                      |             |
|                                                                                                                 |             |
|                                                                                                                 |             |
| <b>SUBTOTAL ADDITIONAL SERVICES:</b>                                                                            |             |
|                                                                                                                 |             |
| <b>TOTAL FEE:</b>                                                                                               | \$50,000.00 |

Page 4.

#### EFFECTIVE DATE

This Task Order No. 4 is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 4 evidencing its issuance by OWNER and acceptance by ENGINEER.

City of La Marque, Texas

LVN, LLC.

By: \_\_\_\_\_  
 Bobby Hocking, Mayor  
 City of La Marque  
 1111 Bayou Road  
 La Marque, Texas 77568

By:  \_\_\_\_\_  
 Craig Forsythe, R.A., AIA, Vice President  
 LVN, LLC.  
 801 Navigation, Suite 300  
 Corpus Christi, Texas 78408



# PARKS MASTER PLAN

## Notice of Public Involvement



The City of La Marque is working on a “Parks Master Plan” study for all the parks within our city limits. We welcome your input regarding playground equipment and any other items that you would like to see implemented in this plan. We will have representatives on-site at each park to discuss these items and receive feedback from residents.

DATES AND TIMES TO MEET WITH REPRESENTATIVES ARE LISTED BELOW FOR EACH PARK.

### THURSDAY, MAY 27, 2021

**Martin Luther King Jr. Park**  
416 Martin Luther King Jr. Drive  
9:00 a.m. to 10:00 a.m.

**Lagana Park**  
1322 Yupon Street  
10:05 a.m. to 11:00 a.m.

**Bayou Park**  
217 Bayou Road  
11:05 a.m. to noon

**Jaycee Park**  
2706 Magnolia Drive  
2:00 p.m. to 3:00 p.m.

**Westlawn Park**  
3010 Melody Drive  
3:05 p.m. to 4:00 p.m.

### FRIDAY, MAY 28, 2021

**Walter Feigle Park**  
1009 Bayou Road  
9:00 a.m. to 10:00 a.m.

**Highland Bayou Park**  
1991 Getty Road  
10:15 a.m. to 11:15 a.m.

**Mahan Park (Sportsplex)**  
2702 Woodland Street  
11:20 a.m. to noon

**Saltgrass Subdivision Park**  
750 Saltgrass Point Road  
1:00 p.m. to 2:00 p.m.

**OPEN TO ALL CITIZENS OF LA MARQUE.**  
For information, visit [cityoflamarque.org](http://cityoflamarque.org) or  
call 409-938-9280.

## SEE YOU AT THE PARK

All parks are located in La Marque, Texas 77568





## Attachment H – Maintenance Documentation

Re: **Maintenance and Operations**

2021 Transportation Alternatives (TA) Call for Projects

City of La Marque Bayou Road Sidewalk Improvements

TxDOT Galveston County Area Office will provide a letter supporting the operation and maintenance of the sidewalks and facilities upon completion of the Bayou Road Sidewalk Improvements related to TxDOT 2021 Transportation Alternatives (TA) Call for Projects Initiative.

## Attachment I – Local Planning

The City of La Marque initiated the development of Parks Master Plan. This new plan will provide a 10-year roadmap for the development of future parks, recreation and open space facilities for the enjoyment of its citizens. The project was initiated with the support of City Council with the engagement of at the March 9, 2020 City Council Meeting.

Due to COVID-19, the project has been delayed until recently when public engagement was allowed by the City.

The Parks Master Plan includes Notice of Public Engagements at events on May 27<sup>th</sup> and 28<sup>th</sup>, 2021(see attached).



# PARKS MASTER PLAN

## Notice of Public Involvement



The City of La Marque is working on a “Parks Master Plan” study for all the parks within our city limits. We welcome your input regarding playground equipment and any other items that you would like to see implemented in this plan. We will have representatives on-site at each park to discuss these items and receive feedback from residents.

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1:00 p.m. to 2:00 p.m.

**OPEN TO ALL CITIZENS OF LA MARQUE.**  
For information, visit [cityoflamarque.org](http://cityoflamarque.org) or  
call 409-938-9280.

## SEE YOU AT THE PARK

All parks are located in La Marque, Texas 77568





## Attachment J- MPO TIP Letter





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**HOUSTON-GALVESTON AREA COUNCIL**

---

June 3, 2021

Mr. Charles Tink  
City Manager  
City of La Marque  
1111 Bayou Road  
La Marque, Texas 77568

Re: Inclusion of Commission-selected Transportation Alternatives Set-Aside Projects within HGAC's Transportation Improvement Program

Dear Mr. Tink,

The Houston-Galveston Area Council (H-GAC) is the designated metropolitan planning organization for the greater Houston area. Our metropolitan planning area covers eight counties (Harris, Montgomery, Liberty, Chambers, Galveston, Brazoria, Fort Bend and Waller).

Active transportation projects are vital contributions to the vibrancy of a community. They ensure that neighbors are connected, provide vital links to transportation, amplify freedom of travel for the mobility impaired, augment education via reliable and safe connections to public institutions and academic facilities, and enhance imperative access to employment opportunities.

H-GAC is pleased to support the **City of La Marque's Bayou Road Sidewalk Improvements and the Main Street (FM 519) Sidewalk Improvements projects** that will enhance the region's pedestrian network. These projects align with the vision, goals, and investment priorities adopted within the 2045 Regional Transportation Plan and Active Transportation Plan.

Should the projects be selected for federal funding participation under the Transportation Alternatives Set-Aside (TASA) program, H-GAC will collaborate with City of La Marque and other stakeholders to complete the process for including the projects in the 2021-2024 Transportation Improvement Program and the Statewide Transportation Improvement Program as quickly as possible.

Sincerely,

A blue ink signature of Craig Raborn, AICP, is written over a light blue horizontal line.

Craig Raborn, AICP  
Transportation Director

cc: Charlene Warren, City of La Marque  
Dinh Ho, ADICO Consulting Engineers  
Adam Beckom, H-GAC, Susan Jaworski, H-GAC  
Ana Ramirez-Huerta, TxDOT, Charles Airiohuodion, TxDOT

## Attachment K – Environmental Documentation

N/A – The location of the proposed sidewalks will be located within existing rights-of-way. We do not expect to have any adverse environmental impact.

## Attachment L – Property Ownership / Acquisition

N/A

We do not expect the project to require land acquisition. The proposed sidewalks is planned to be located with the existing ROW.

## Attachment L – Property Ownership / Acquisition

Not included

This project does not necessitate supporting documentation of the project sponsor's property rights by title of ownership, lease, or easement for all property within the project limits.



## Attachment M – Signals, Beacons, and School Zones

N/A: There is no School Zones within the project area.

## Attachment M – Signals, Beacons, and School Zones

### Not included

This project does not necessitate supporting documentation demonstrating that signals, beacons, and school zones meet warrants/conditions in accordance with the TMUTCD and TxDOT policy. The scope of this project does not include new traffic control devices, proposal of new school zones, road diet, or changes to vehicle capacity.

## Attachment N – RR Right-of-Entry/Support Letter

N/A: There is no proposed Railroad Crossing within the project limits.

## Attachment N – RR Right-of-Entry/Support Letter

Not included

This project is not within 50 feet of railroad right-of-way and/or does not begin or end within 500 feet from an at-grade highway rail crossing. This project does not encroach upon railroad nor railbanked right-of-way.



## Attachment O – Project Timeline

## PROJECT TIMELINE

[illegible]

## Attachment P – Preliminary Engineering (PS&E and Environmental) Costs

| Item                                    | Qty   | Unit  | Description                              | Unit Price   | Total       |
|-----------------------------------------|-------|-------|------------------------------------------|--------------|-------------|
| 05006001                                | 1     | LS    | Mobilization, Insurance and Bonding      | \$ 42,000.00 | \$42,000    |
| 05026001                                | 6     | Month | Barricades, Signs, and Traffic Control   | \$ 3,800.00  | \$22,800    |
| 06106004                                | 2     | EA    | Project Sign                             | \$ 1,352.00  | \$2,704     |
| 01046017                                | 874   | SY    | Exisitng driveways disposed              | \$ 14.00     | \$12,236    |
| 01046022                                | 1472  | LF    | Remove Concrete Curb and Gutter          | \$ 8.00      | \$11,776    |
| 05296007                                | 1472  | LF    | CONC CURB & GUTTER (TY I)                | \$ 23.00     | \$33,856    |
| 05316002                                | 10642 | SY    | CONC SIDEWALKS (5")                      | \$ 55.00     | \$585,310   |
| 05316015                                | 57    | EA    | CURB RAMPS (TY 20)                       | \$ 2,500.00  | \$142,500   |
| 71966011                                | 22    | EA    | ADJUST VALVE BOX                         | \$ 450.00    | \$9,900     |
| 71946018                                | 20    | EA    | EXISTING MANHOLE ADJUSTMENTS             | \$ 2,150.00  | \$43,000    |
|                                         | 301   | LF    | Crosswalk Stripping (Thermoplastic)      | \$ 10.00     | \$3,010     |
| 01626002                                | 95781 | SY    | BLOCK SODDING                            | \$ 3.10      | \$296,921   |
|                                         | 3     | LS    | Pavement Markings and Signage (bike/ped) | \$ 12,000.00 | \$36,000    |
| <b>Construction Total</b>               |       |       |                                          |              | \$1,242,013 |
| <b>PS&amp;E and Environmental (15%)</b> |       |       |                                          |              | \$186,302   |



## CITY COUNCIL AGENDA FORM

Meeting Date: **November 14, 2022**  
Prepared by: Rick Sailer  
Department: Public Works

Agenda item: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

**AGENDA ITEM DESCRIPTION:** Discussion/possible action regarding ratification of Work Authorization and issuance of Purchase Order to Precision Pump Premium Pump Systems in the amount of \$49,956.00

X

### ATTACHMENTS FOR REFERENCE

1. Quote from Precision Pump Systems (Buy Board)
2. Quote from Premium Pumps

### STAFF BRIEFING:

- Shady Lane Lift Station experienced a pump failure in October
  - Emergency By-Pass Pumping operations were set up due to only pump in operation at this lift station
  - Quotes were obtained to make emergency repairs, replacing the one pump and install a backup pump per TCEQ regulations.
  - The work was recommended by the Public Works Director as emergency response to pump failure and authorized by the City Manager.
- Finance Director has reviewed and approved.
- City Manager has reviewed and approved.
- City Engineer has reviewed and approved.

### HISTORY:

*This Lift Station was included on the 'urgency' list of lift stations for restoration using funding from the 2020 CO Bond*

### ACTION:

- |                                                                                                                                   |                                                |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Ordinance                                                                                                | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Special Presentation                                                                                     | <input type="checkbox"/> Proclamation          |
| <input type="checkbox"/> Finance Report                                                                                           | <input type="checkbox"/> Public Hearing        |
| <input type="checkbox"/> Municode Codification                                                                                    |                                                |
| <input type="checkbox"/> Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures |                                                |

| Cost Details:         |             |
|-----------------------|-------------|
| Budgeted              |             |
| Actual Bid            |             |
| Estimated Expenditure | \$49,956.00 |
| Acct. Name(s)         | 02-3012-24  |
| Line Items #          |             |
| Other Funding         |             |





## CITY COUNCIL AGENDA FORM

---

**STAFF'S RECOMMENDATION:** Motion to ratify payment to Premium Pumps for \$49,956.00

**FISCAL IMPACT:** \$49,956.00

**RESOLUTION NO. R-2022-0083**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS RATIFYING  
PAYMENT TO PREMIUM PUMPS

**WHEREAS**, Premium Pumps is the primary service provider for the city when repairs are needed at the city's lift stations.

**WHEREAS**, the city has received an invoice totaling \$49,956.00, an amount that exceeds the City Manager's approval threshold as set by the City of La Marque's Purchasing Policy.

**WHEREAS**, the City of La Marque submitted payment to Premium Pumps for the emergency repair, pump replacement, and backup pump installation.

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 purchase of the bearing converter and associated repair described in the attached Exhibit 1 is ratified.

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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
Keith Bell  
Mayor

\_\_\_\_\_  
Kierra Nance, TRMC  
City Clerk



# PRECISION PUMP SYSTEMS

3908 East Richardson  
Edinburg TX 78542  
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: Brent Berthier  
Project: City of LaMarque Shady Lane LS # 6  
Engineer: Adico, LLC

Date: 10-26-22  
**Quote No. AA-22302**  
Page: 1 of 3

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

## **Equipment Scope & Services Included –**

**2ea Gorman-Rupp T4C self-priming pumps with Eradicator Solids management system.  
Size 4" x 4" Rated for 400 GPM @ 35 TDH.  
To include:**

**Suction & Discharge gauge Kits (0-140)  
Gorman-Rupp Air -Release Valves with Isolation & Mounting Kits**

**Vertical V-Belt Base with Guard, Belts & Sheaves**

**15-hp, 1800 RPM, TEFC Premium Efficient Electric Motors**

**2ea 4" Sch 80 PVC suction lines with 8" bell flange**

**2ea 4" Discharge Check & Isolation valves**

**1ea Miscellaneous pipe and fittings to connect to existing Discharge manifold / Force-Main**

**1ea Labor to Remove old pumps and set new pumps**

**1ea Electrical to Remove old Control Panel and Mount new Control Panel**

Terms are net 30. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation Precision Pump Systems will furnish Insurance Certificate upon request. The above quotation is subject to Precision Pump Systems conditions of sale and the parties hereby signify that they have read and understand those conditions and agree to them.

3303 Cypresswood Dr. Spring, TX 77388, Tel: (713) 783-8530, Fax: (713) 783-1221



# PRECISION PUMP SYSTEMS

PO Box 73149

Houston Texas 77273

Phone: 713-783-8530 Fax: 713-783-1221

BuyBoard Contract # 589-19

## Control Panel:

### 3 / 230 / 60 15 HP Duplex Lift Station Control

Panel mounted in a NEMA Type 4X 304 stainless steel enclosure with a 3-point latch and inner door to include the following:

Non-Fused disconnect with through operator

Pump circuit breakers

Power distribution block

Surge arrestor

Phase monitor relay with fuse protection

Control transformer with circuit breaker protection

NEMA rated starters w/ heater overloads & reset push buttons

Control power "Off-On" illuminated selector switch

Pump "Hand-Off-Auto" selector switches

Pump "Overload Trip" pilot lights

Elapsed time meters

Flashing alarm beacon

Alarm horn with "Silence" push button

Pump Alternating relay

GFCI

Control relays

Terminals

Ground lugs

4ea Float switch 40'

**Net Price: 49,956.00**

**Freight Included**

## NOTES/EXCEPTIONS:

The above quote is not the pre-assembled and pre-tested Engineered systems package. It is Gorman-Rupp pumps on separated bases with a NEMA rated control panel built locally.

**Pumps have a 5-year 100 % warranty**

**Electrical installation is assuming the incoming power requirements are properly sized and in good condition. If we need to remove and replace the incoming power, we reserve the right to modify the original quote.**

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPE will furnish Insurance Certificate upon request. The above quotation is subject to PPE's standard conditions of sale and any parties acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPE & other parties, unless specifically noted otherwise by PPE in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

**P.O. Box 450270, Houston, TX 77245 Tel: 713-783-8530 Fax: 713-783-1221**





# PRECISION PUMP SYSTEMS

PO Box 73149

Houston Texas 77273

Phone: 713-783-8530 Fax: 713-783-1221

**BuyBoard Contract # 589-19**

*Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.*

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately 4 weeks after receipt of approved submittal drawings. **Please note lead time is estimated at time of quote and may differ at time of order.** Submittals can be furnished approximately 4 weeks after receiving acceptable purchase order. **Quote is valid for 60 days from original date.**

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,

Andy Anderson  
Executive Vice President

**PRECISION PUMP SYSTEMS**  
M: 210-819-3490  
aanderson@precisionpumpsystems.com

**APPROVED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPE will furnish Insurance Certificate upon request. The above quotation is subject to PPE's standard conditions of sale and any parties acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPE & other parties, unless specifically noted otherwise by PPE in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

**P.O. Box 450270, Houston, TX 77245 Tel: 713-783-8530 Fax: 713-783-1221**



8510 Silver Lure Dr, Humble Tx 77346  
Phone: 832-527-7515

**To: CITY OF LA MARQUE**

**Quotation**

**No.:** 10032022CC

**LA MARQUE- SHADY LANE  
L/S**

**REHAB WITH GORMAN RUPP  
PUMPS**

**By: CHANCE CHRISTIANSEN**

**E-Mail:** [chance@premiumpumpscontrols.com](mailto:chance@premiumpumpscontrols.com)

**Revision No.:**

**Attention: SHANNON**

**Tel.:** 409-354-7932

**Fax:**

**FOB:**

**Date:** OCTOBER 03, 2022

**Delivery:**

**Your Inquiry** SHADY LANE L/S WITH  
**No.:** GORMAN RUPP PUMPS

| Item | Qty | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Price              |
|------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|      | 1   | <p>NEW GORMAN RUPP 4" SELF-PRIMING PUMP MODEL T4A60S-B WITH SUCTION FLANGE</p> <p>NEW GORMAN RUPP 6" SELF-PRIMING PUMP MODEL T6A60S-B WITH SUCTION FLANGE</p> <p>NEW 15Hp WEG W22 NEMA PREM EFF MOTOR # 01518ET3E254T-W22</p> <p>NEW TECO MAX-PE NEMA PREM EFF MOTOR# NP0404 40HP 1800RPM</p> <p>NEW Duplex CONTROL PANEL; PAINTED STEEL 15/40HP, 230VAC/60HZ/3PH/3W, 34.8/99FLA</p> <p>NEW ITEMS INCLUDE:</p> <ul style="list-style-type: none"> <li>- NEW SKIDS GALVANIZED DIPPED FOR BOTH PUMPS</li> <li>- GUARDS AND BELTS</li> <li>- NEW FLOATS</li> <li>- 4" CHECK VALVE (1) 4" GATE VALVE (1)</li> <li>- 6" CHECK VALVE (1) 6" GATE VALVE (1)</li> <li>- NEW SUCTION AND NEW DISCHARGE STEEL PIPE</li> </ul> <p>ESTIMATED LABOR AND MATERIAL TO INSTALL ALL ITEMS</p> <p><b>*PLUS FREIGHT; LABOR IS AN ESTIMATE ONLY</b></p> | \$56,613.00        |
|      |     | <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$56,613.00</b> |

Terms are net 30. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. The above quotation is subject to Premium Pumps & Controls conditions of sale and the parties hereby signify that they have read and understand those conditions and agree to them.



## CITY COUNCIL AGENDA FORM

Meeting Date: **November 21, 2022**

Prepared by: R. Sailer

Department: Public Works

Agenda item: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**AGENDA ITEM DESCRIPTION:** Discussion/possible action regarding the approval of Adico, LLC to provide professional engineering services for design, bidding and construction phase services for FM1765 New Waterline Construction in the amount of \$313,083

### ATTACHMENTS FOR REFERENCE:

X

- Adico Engineering Proposal - Work Order- No. 2022-05
- Impact Fee Analysis - Recommendations

### STAFF BRIEFING:

- Scope of services includes:
    - Design Phase
    - Bidding Phase
    - Construction Phase
  - Other services not included in the scope of work: Geotechnical Services
  - The Project will construct approximately 11,000 feet (2mi) of new 12" Waterlines to provide better flow and pressure in the north-eastern sector.
  - Total Project cost is estimated at \$2.4M
  - The Construction Phase of the Project will be funded by Impact Fee Revenues or State Revolving Fund loan (to be applied for).
  - TxDOT is replacing sidewalks on FM1765; therefore, we are recommending to complete this waterline project prior to the sidewalk construction.
- City Engineer has reviewed and approved.
- City Attorney has reviewed and approved.
- Finance Director has reviewed and approved.
- City Manager has reviewed and approved.

### HISTORY:

- Improvements to Water System is covered in the 2019 Impact Fee Study; Ordinance 0-2019-003

**TARGET IMPLEMENTATION:** November 28, 2022

### SIGNIFICANT ACTION DATES:



## CITY COUNCIL AGENDA FORM

- November 14, 2022 - City Council Approval
- November 28, 2022 - Contract signatures and Purchase Order issuance

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**ACTION:**

- |                                                                                                                                   |                                         |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Ordinance                                                                                                | <input type="checkbox"/> Resolution     |
| <input type="checkbox"/> Special Presentation                                                                                     | <input type="checkbox"/> Proclamation   |
| <input type="checkbox"/> Finance Report                                                                                           | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Municode Codification                                                                                    |                                         |
| <input type="checkbox"/> Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures |                                         |

| Cost Details:         |                          |
|-----------------------|--------------------------|
| Budgeted              |                          |
| Actual Bid            |                          |
| Estimated Expenditure | \$313,083                |
| Acct. Name(s)         |                          |
| Line Items #          |                          |
| Other Funding         | Impact Fee Revenue Funds |

---

**STAFF'S RECOMMENDATION:** Motion to approve Adico, LLC to provide professional engineering services for design, bidding, and construction phase services for a 12-inch waterline improvement project not to exceed \$313,083



**RESOLUTION NO. R-2022-00**

A RESOLUTION APPROVING A WORK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR ADICO, LLC IN THE TOTAL AMOUNT OF \$313,083.00

**WHEREAS,** ADICO, LLC is the City of La Marque's consulting engineering firm.

**WHEREAS,** The Texas Department of Transportation is replacing sidewalks on FM 1765 and it is in the fiscal interest of the city to complete a waterline improvement project ahead of the sidewalk replacement.

**WHEREAS,** The project will construct approximately 11,000 feet (2mi) of new 12" waterlines to provide better flow and pressure in the northeastern sector of the city.

**WHEREAS,** the total cost for design, bidding, and construction phases of the project total \$313,083.00

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.

Work Order # 220 is approved and the City Manager is authorized to sign all documents evidencing this approval.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the \_\_\_\_day of \_\_\_\_\_2022.

---

Keith Bell  
Mayor

---

Kierra Nance, TRMC  
City Clerk

**CITY OF LA MARQUE  
WORK ORDER – No. 2022-05**

**Professional Engineering Services for Design and Construction Phase Services  
Water Distribution System – Impact Fee Study High Priority Projects**

**PROJECT DISCRIPTION:**

Adico, LLC (“**ADICO**”) is pleased to present this proposal to perform professional engineering design services to the City of La Marque (“**City**”). The proposed project will consist of improvements to Water Distribution System – High Priority Project as identified in the Public Works Capital Improvement Plan.

The projects were identified in the 2018 Impact Fee Study Approved Lists as follow:

- A. 12" Water Distribution Line – Cedar to Magnolia (Phase One)
  - a. Estimated length: 2920 LF
  - b. Preliminary Construction Costs: \$550,000.00 (adjusted for inflation)
- B. 12" Water Distribution Line – Stonewall to IH-45 (Phase Two)
  - a. Estimated length: 10,810 LF
  - b. Preliminary Construction Costs: \$1,861,270.00 (adjusted for inflation)

These projects are proposed to be funded through Impact Fee Funds.

**SCOPE OF SERVICES:**

**1.0 Basic Services:**

**1.1 Design Phase – Adico shall:**

1.1.1 Prepare the design, construction documents (drawings, project manual and technical specifications) and probable construction cost estimate for the Project for presentation to the City for review and comment.

1.1.2 Revise the construction documents (CDs) based on City's comments and produce the 100% Final Bid Ready CDs.

**1.2 Bidding Phase - After acceptance by the City of the 100% Final Bid Ready Construction Documents, Adico shall:**

1.2.1 Assist the City with distribution of bidding documents through CivCast.

1.2.2 Attend pre-bid meeting

1.2.3 Issue Addenda as appropriate to clarify the bidding documents

1.2.4 Attend the bid opening, prepare the bid tabulation and prepare a recommendation of contract award letter.

1.2.5 Assist the City in assembling the contracts for construction of the Project.

1.3 Construction Phase - Upon successful completion of the Bid Phase, Adico shall:

1.3.1 Conduct Pre-Construction Conference.

1.3.2 Adico shall review Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit. Adico' review is for the limited purpose of checking for general conformance with design concepts and the information shown in the Contract Documents. Adico' review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Adico's review shall be conducted with reasonable promptness while allowing sufficient time in Adico' judgment to permit adequate review. Review of a specific item shall not indicate that Adico has reviewed the entire assembly of which the item is a component. Adico shall not be responsible for any deviation from the Contract Documents not brought to the attention of Adico by the Contractor. Adico shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.3.3 Make periodic observations of the work in progress (as distinguished from providing a full-time Project Representative) and provide appropriate reports to the City.

1.3.4 Respond to Requests for Information (RFIs) from the Construction Contractor.

1.3.5 Provide consultation and advice to the City during construction.

1.3.6 Make a Substantial Completion Inspection and a Final inspection of the completed Project with the City.

1.3.7 Prepare Record Drawings. Record Drawings shall be based upon the marked-up "asbuilt" drawings, addenda, change orders and other data furnished by the Construction Contractor.

Other services not included in the scope of work: Geotechnical Services

**COMPENSATION:**

Compensation for this assignment shall be in accordance with this letter agreement for Engineering Services executed between the Owner and Adico, LLC. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a lump sum fee of **Total Professional Services Fee Not to Exceed \$313,083** be established.

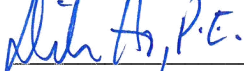
| Description:                  | Fee              |
|-------------------------------|------------------|
| <b>1. Design Phase</b>        | <b>\$219,158</b> |
| a. Surveying                  | \$32,874         |
| b. 30% Design                 | \$65,747         |
| c. 50% Design                 | \$43,832         |
| d. 90% Design                 | \$54,790         |
| e. 100% Construction Document | \$21,916         |
| <b>2. Bidding Phase</b>       | <b>\$15,654</b>  |
| <b>3. Construction Phase</b>  | <b>\$78,271</b>  |
| <b>Total Engineering Fees</b> | <b>\$313,083</b> |

If you are in agreement with the professional engineering services that Adico, LLC will provide to the City of La Marque for engineering fee and basis of compensation for our services, please sign both copies of this work order and return one copy to me.

Thank you for considering our firm for your professional engineering services.

Very truly yours,

Adico, LLC



Dinh V. Ho, P.E.

6/19/2022

Date

Accepted: City of La Marque, Texas

Mr. Rick Sailler, Public Works Director

Date



**EXHIBIT 'A'**

**ADICO, LLC  
SCHEDULE OF HOURLY RATES**

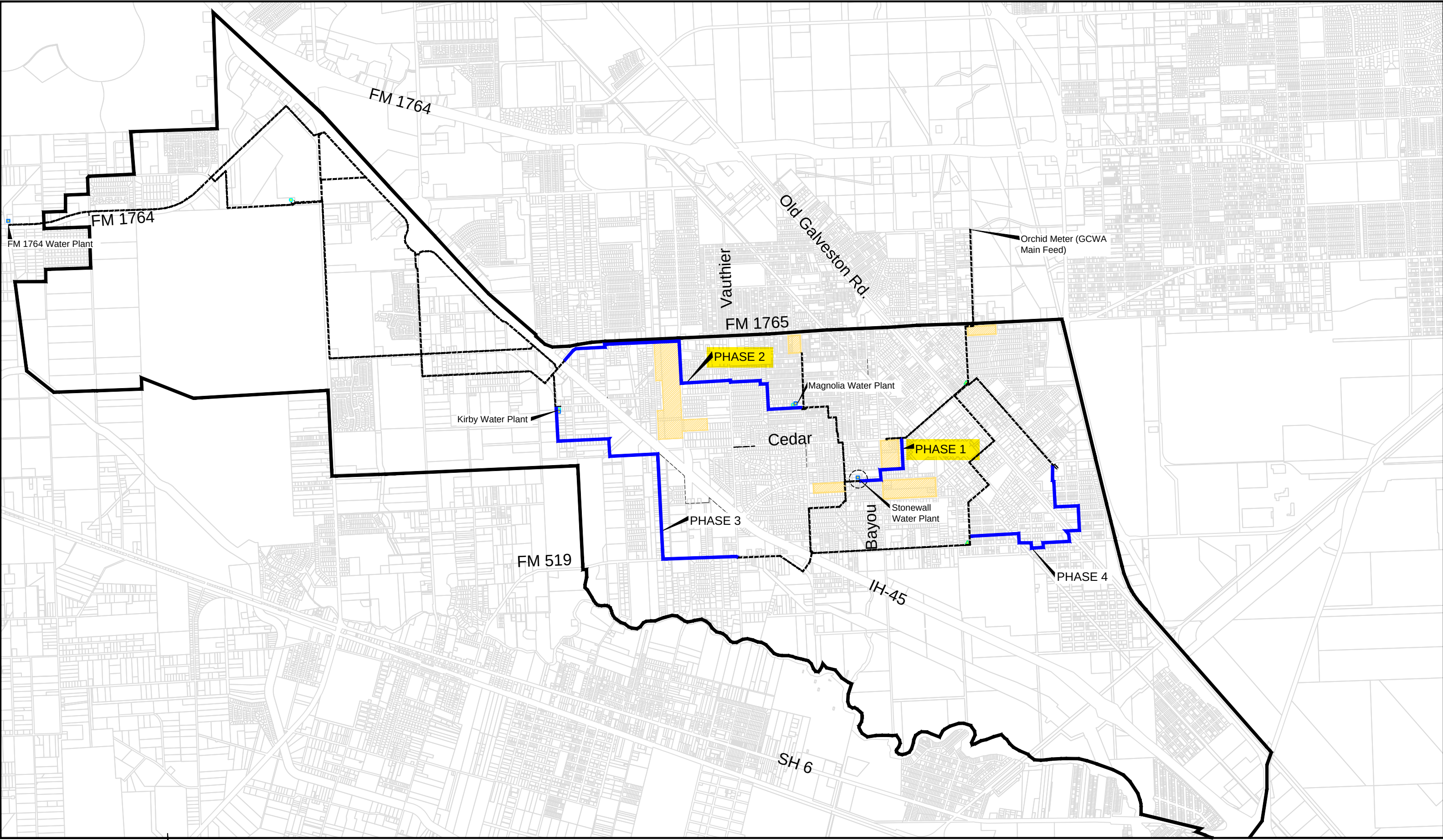
**EFFECTIVE JANUARY 2022**

| <b><u>DESCRIPTION / TITLE</u></b>   | <b><u>HOURLY RATES</u></b> |
|-------------------------------------|----------------------------|
| <b>Principals/PMs</b>               |                            |
| Principals, Directors               | \$235.00                   |
| Sr. Project Managers                | \$215.00                   |
| Project Managers                    | \$195.00                   |
| <b>Engineers/Designers</b>          |                            |
| Engineer I                          | \$130.00                   |
| Engineer II                         | \$150.00                   |
| Sr. Engineer                        | \$195.00                   |
| Designer                            | \$110.00                   |
| Designer II                         | \$125.00                   |
| Cadd Technicians                    | \$100.00                   |
| <b>Construction Management</b>      |                            |
| Construction Administrator          | \$145.00                   |
| Construction Project Representative | \$110.00                   |
| <b>Construction Management</b>      |                            |
| Administrative Assistant            | \$70.00                    |
| Clerical/Secretaries                | \$85.00                    |

**IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):**

|              |                               |
|--------------|-------------------------------|
| Xerox        | \$ 0.20 per Copy (8 ½" x 11") |
| Xerox Prints | \$3.00 per Square Foot        |

Subconsultants and other miscellaneous expenses at cost plus 10%

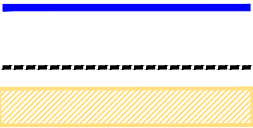


Scale: 1" = 3,000 LF



**LEGEND**

- Proposed 12" Water Transmission / Large Distribution Line
- Existing Water Transmission / Large Distribution Line
- La Marque ISD School Facilities



**EXHIBIT 3 - Water Transmission Improvements**



**TABLE 1**  
**Project Cost Estimates - Transmission/Distribution Improvements**  
**La Marque Water Transmission/Distribution System Improvements**  
**PHASE 1 - 12" Water Line - Cedar to Magnolia**

| ITEM NO.                                        | ITEM DESCRIPTION                                                                                                                   | UNIT | QUAN. | EST. UNIT PRICE | TOTAL AMOUNT        |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------|-------|-----------------|---------------------|
| 1                                               | 12" PVC C-900, Class 150 waterline by augered construction, all depths, Complete in Place, the Sum of;                             | LF   | 2,920 | \$64.00         | \$186,880.00        |
| 2                                               | 6" resilient seated gate valve with box, Complete in Place, the Sum of;                                                            | EA   | 4     | \$1,050.00      | \$4,200.00          |
| 3                                               | 8" resilient seated gate valve with box, Complete in Place, the Sum of;                                                            | EA   | 4     | \$1,280.00      | \$5,120.00          |
| 4                                               | 12" resilient seated gate valve with box, Complete in Place, the Sum of;                                                           | EA   | 4     | \$2,400.00      | \$9,600.00          |
| 5                                               | 8" x 8" tapping sleeve and valve with box, Complete in Place, the Sum of;                                                          | EA   | 2     | \$5,650.00      | \$11,300.00         |
| 6                                               | Fire hydrant assembly installed on new water main, including gate valve and lead pipe, Complete in Place, the Sum of;              | EA   | 7     | \$4,200.00      | \$29,400.00         |
| 7                                               | Remove and Salvage existing fire hydrants, Complete in Place, the Sum of;                                                          | EA   | 7     | \$275.00        | \$1,925.00          |
| 8                                               | Remove and Salvage existing valves, Complete in Place, the Sum of;                                                                 | EA   | 12    | \$160.00        | \$1,920.00          |
| 9                                               | Install short side service, Complete in Place, the Sum of;                                                                         | EA   | 29    | \$475.00        | \$13,870.00         |
| 10                                              | Install long side service, Complete in Place, the Sum of;                                                                          | EA   | 29    | \$600.00        | \$17,520.00         |
| 11                                              | 6" wet connection, including coupling and appurtenances, Complete in Place, the Sum of;                                            | EA   | 4     | \$1,150.00      | \$4,600.00          |
| 12                                              | 8" wet connection, including coupling and appurtenances, Complete in Place, the Sum of;                                            | EA   | 4     | \$1,350.00      | \$5,400.00          |
| 13                                              | 12" wet connection, including coupling and appurtenances, Complete in Place, the Sum of;                                           | EA   | 4     | \$1,980.00      | \$7,920.00          |
| 14                                              | Removal and replacement of existing concrete pavement, reinforcement, expansion joints and saw cut, Complete in Place, the Sum of; | SY   | 50    | \$80.00         | \$4,000.00          |
| 15                                              | Removal and replacement of existing asphalt pavement, Complete in Place, the Sum of;                                               | SY   | 100   | \$65.00         | \$6,500.00          |
| 16                                              | Removal and replacement of existing concrete sidewalk, Complete in Place, the Sum of;                                              | SY   | 25    | \$50.00         | \$1,250.00          |
| 17                                              | Miscellaneous Items                                                                                                                | LS   | 1     | \$23,360.00     | \$23,360.00         |
| 18                                              | Supplemental Items                                                                                                                 | LS   | 1     | \$10,900.00     | \$10,900.00         |
| <b>TOTAL</b>                                    |                                                                                                                                    |      |       |                 | <b>\$345,665.00</b> |
| <b>Total Construction with 15% Contingency:</b> |                                                                                                                                    |      |       |                 | <b>\$397,520.00</b> |

**PROFESSIONAL SERVICES ESTIMATE**

|                                                   |  |  |  |                     |
|---------------------------------------------------|--|--|--|---------------------|
| <b>TOTAL ALL ITEMS - Construction</b>             |  |  |  | <b>\$397,520.00</b> |
| Estimated Engineering Design                      |  |  |  | \$32,320.00         |
| Estimated Topographic Surveying                   |  |  |  | \$10,960.00         |
| Estimated Geotechnical                            |  |  |  | \$3,170.00          |
| Reproduction Budget                               |  |  |  | \$1,500.00          |
| Estimated Misc. Services                          |  |  |  | \$5,000.00          |
| Estimated Engineering Construction Administration |  |  |  | \$5,710.00          |
| Estimated Construction Observation                |  |  |  | \$19,392.00         |
| Materials Testing Budget                          |  |  |  | \$3,460.00          |
| <b>TOTAL ESTIMATED PROJECT COST</b>               |  |  |  | <b>\$479,032.00</b> |



**TABLE 1**  
**Project Cost Estimates - Transmission/Distribution Improvements**

**La Marque Water Transmission/Distribution System Improvements**  
**PHASE 2 - 12" Water Line - Stonewall to IH-45**

| ITEM NO. | ITEM DESCRIPTION                                                                                                                   | UNIT | QUAN.  | EST. UNIT PRICE | TOTAL AMOUNT |
|----------|------------------------------------------------------------------------------------------------------------------------------------|------|--------|-----------------|--------------|
| 1        | 12" PVC C-900, Class 150 waterline by augered construction, all depths, Complete in Place, the Sum of;                             | LF   | 10,810 | \$64.00         | \$691,840.00 |
| 2        | 6" resilient seated gate valve with box, Complete in Place, the Sum of;                                                            | EA   | 11     | \$1,050.00      | \$11,550.00  |
| 3        | 8" resilient seated gate valve with box, Complete in Place, the Sum of;                                                            | EA   | 11     | \$1,280.00      | \$14,080.00  |
| 4        | 12" resilient seated gate valve with box, Complete in Place, the Sum of;                                                           | EA   | 11     | \$2,400.00      | \$26,400.00  |
| 5        | 8" x 8" tapping sleeve and valve with box, Complete in Place, the Sum of;                                                          | EA   | 6      | \$5,650.00      | \$33,900.00  |
| 6        | Fire hydrant assembly installed on new water main, including gate valve and lead pipe, Complete in Place, the Sum of;              | EA   | 25     | \$4,200.00      | \$105,000.00 |
| 7        | Remove and Salvage existing fire hydrants, Complete in Place, the Sum of;                                                          | EA   | 10     | \$275.00        | \$2,750.00   |
| 8        | Remove and Salvage existing valves, Complete in Place, the Sum of;                                                                 | EA   | 33     | \$160.00        | \$5,280.00   |
| 9        | Install short side service, Complete in Place, the Sum of;                                                                         | EA   | 108    | \$475.00        | \$51,347.50  |
| 10       | Install long side service, Complete in Place, the Sum of;                                                                          | EA   | 108    | \$600.00        | \$64,860.00  |
| 11       | 6" wet connection, including coupling and appurtenances, Complete in Place, the Sum of;                                            | EA   | 11     | \$1,150.00      | \$12,650.00  |
| 12       | 8" wet connection, including coupling and appurtenances, Complete in Place, the Sum of;                                            | EA   | 11     | \$1,350.00      | \$14,850.00  |
| 13       | 12" wet connection, including coupling and appurtenances, Complete in Place, the Sum of;                                           | EA   | 11     | \$1,980.00      | \$21,780.00  |
| 14       | Removal and replacement of existing concrete pavement, reinforcement, expansion joints and saw cut, Complete in Place, the Sum of; | SY   | 150    | \$80.00         | \$12,000.00  |
| 15       | Removal and replacement of existing asphalt pavement, Complete in Place, the Sum of;                                               | SY   | 300    | \$65.00         | \$19,500.00  |
| 16       | Removal and replacement of existing concrete sidewalk, Complete in Place, the Sum of;                                              | SY   | 75     | \$50.00         | \$3,750.00   |
| 17       | Miscellaneous Items                                                                                                                | LS   | 1      | \$81,870.00     | \$81,870.00  |
| 18       | Supplemental Items                                                                                                                 | LS   | 1      | \$38,200.00     | \$38,200.00  |

**TOTAL**

**\$1,211,607.50**

**Total Construction with 15% Contingency:**

**\$1,393,350.00**

**PROFESSIONAL SERVICES ESTIMATE**

|                                                   |  |  |  |                       |
|---------------------------------------------------|--|--|--|-----------------------|
| <b>TOTAL ALL ITEMS - Construction</b>             |  |  |  | <b>\$1,393,350.00</b> |
| Estimated Engineering Design                      |  |  |  | \$92,690.00           |
| Estimated Topographic Surveying                   |  |  |  | \$40,580.00           |
| Estimated Geotechnical                            |  |  |  | \$11,620.00           |
| Reproduction Budget                               |  |  |  | \$2,500.00            |
| Estimated Misc. Services                          |  |  |  | \$5,000.00            |
| Estimated Engineering Construction Administration |  |  |  | \$16,360.00           |
| Estimated Construction Observation                |  |  |  | \$55,614.00           |
| Materials Testing Budget                          |  |  |  | \$12,120.00           |
| <b>TOTAL ESTIMATED PROJECT COST</b>               |  |  |  | <b>\$1,629,834.00</b> |



ORDINANCE NO. O-2019-003

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE CODE OF ORDINANCES OF CITY OF LA MARQUE, TEXAS, BY ADDING CHAPTER 42, "IMPACT FEES;" PROVIDING RULES AND REGULATIONS GOVERNING SAME WITHIN THE CITY; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Texas Local Government Code § 395.001 et seq., authorizes cities to enact or impose impact fees on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development; and

**WHEREAS**, the City Council of the City of La Marque (the "City") appointed an advisory committee ("Impact Fees Advisory Committee") to study the land use assumptions, capital improvements plan and implementation of impact fees within certain areas of the City;

**WHEREAS**, the City Council has employed ARKK Engineers, LLC to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City;

**WHEREAS**, each was considered by the City's Impact Fees Advisory Committee, and such assumptions, plan, and proposed fees were filed with the City Council, along with the Impact Fees Advisory Committee's comments;

**WHEREAS**, ARKK Engineers, LLC and City staff received written comments from the Impact Fees Advisory Committee on the land use assumptions, capital improvements plan and impact fees;

**WHEREAS**, the City Council has reviewed and evaluated its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities in the time and manner required by law;

**WHEREAS**, consistent with input from the Impact Fees Advisory Committee, the citizens, and the City Council, City staff and consultants have updated the City's Land Use Assumptions and Capital Improvements Plan and calculated a resulting impact fee contained in **Exhibit A**, attached and made a part hereof for all purposes;

**WHEREAS**, the City Council held public hearings on the city's Land Use Assumptions, Capital Improvements Plan and proposed impact fees on December 10, 2018 and January 14, 2019 and provided notice of such hearings by publication in a newspaper of general circulation before the 30<sup>th</sup> day before the date of the hearing and otherwise in accordance with Section 395.044 of the Texas Local Government Code;

**WHEREAS**, the City Council adopted the land use assumptions and capital improvement plan on December 10, 2018 and now desires to adopt impact fees for water and wastewater facilities, all in accordance with Chapter 395, of the Texas Local Government Code; and

**WHEREAS**, the City has determined that it is in the best interest of the general public to adopt impact fees for water and wastewater facilities;

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

**Section 1.** The findings and recitations set out in the preamble of this Ordinance are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2.** The Code of Ordinances of the City of La Marque, Texas, is hereby amended by adding a Chapter 42, "Impact Fees," to read and provide as follows:

**"Chapter 42 - IMPACT FEES**

**Article I. - In General**

**Sec. 42-1. Title.**

This article shall be known and cited as the "City of La Marque Impact Fee Ordinance."

**Sec. 42-2. Purpose.**

This article is intended to impose and levy water and wastewater facilities impact fees on new development, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service areas. The designated services areas are as shown in the attached **Exhibit A**.

**Sec. 42- 3. Authorization.**

(a) The city is authorized to enact this article in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for



funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development.

(b) “New development” means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

**Sec. 42- 4. Land use assumptions.**

The land use assumptions included in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes, are hereby in all things approved and adopted.

**Sec. 42-5. Capital improvements plan.**

The capital improvements plan included in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes, are hereby in all things approved and adopted.

**Sec. 42-6. Impact fees.**

(a) The impact fees set forth in the Water and Wastewater Impact Fee Study, referenced herein as **Exhibit A** and made a part hereof for all purposes are hereby levied against new development on lands located within the corporate boundaries of the city.

(b) For new development which is platted in accordance with the City’s subdivision regulations before the adoption of this article, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

**Sec.42-7. Assessment of impact fees.**

(a) Impact fees are hereby assessed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Assessment of impact fees for new development shall be made as follows:

(1) For land on which new development occurs or is proposed to occur, and for which no platting or replatting is required pursuant to the city’s subdivision regulations prior to development, assessment shall

occur at the time application is made for the building permit or utility connection, whichever occurs first, and shall be the amount of the maximum impact fees per service unit applicable to the respective service area(s) in which the development is located.

(2) For new developments that have filed applications for approval pursuant to the City's subdivision regulations or for which replatting results in an increase in the number of service units after such date, assessment shall be at the time of the final plat is recorded, and shall be the amount of the maximum impact fee per service unit applicable to the respective service area(s) in which the development is located.

(b) Following initial assessment of impact fees for a new development, the amount of the maximum impact fee per service unit for any such development may not be increased unless the owner proposes to change the approved development and increase the number of service units, in which case the impact fee shall be reassessed and the impact fee then in effect shall be imposed for such additional service units, and shall be limited to the amount attributable to the additional service units.

(c) Following the lapse or expiration of approval of a new development, a new assessment shall be performed at the time a new application for such development is filed.

**Sec. 42-8. Collection of impact fees.**

(a) For all developments platted after the effective date of the ordinance from which this article is derived, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.

(b) For all developments platted in accordance with the City's Subdivision ordinance prior to the effective date of the ordinance from which this article is derived, the impact fees shall not be collected on any service unit for which a valid building permit is issued within one year after the effective date of the ordinance.



(c) For water and wastewater fees, if the city has water and wastewater capacity available, the impact fee shall be collected at the time the city issues a building permit or approves an application for a utility connection, whichever occurs first.

(d) In areas where services are not currently available, fees may be assessed but may not be collected, except as provided by state law. Where state law requires a commitment by the city to commence construction of a capital improvement or facility expansion, and to have the service available within a specified time frame in order to collect the fees, the city manager is empowered to make this commitment on behalf of the city after consultation with the city's engineer.

(e) A school district is not required to pay impact fees imposed under this article unless the board of trustees of the district consents to the payment of the fees by entering into a contract with the city.

(f) Notwithstanding the above, the city may enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

**Sec. 42-9. Establishment of accounts.**

(a) Impact fee funds shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Section 42-10.

(c) The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Section 42-10. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article.

(d) The city shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are

deposited shall be open for public inspection and copying during ordinary business hours.

**Sec. 42-10. Use of proceeds of impact fee accounts.**

(a) The impact fees collected for each service area pursuant to these regulations may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the applicable capital improvements plan for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facility expansions. Impact fees also may be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee capital improvements plan.

(b) Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:

- (1) Construction, acquisition or expansion of capital improvements or assets other than those identified in the applicable capital improvements plan;
- (2) Repair, operation, or maintenance of existing or new capital improvements or facility expansion;
- (3) Upgrade, expansion or replacement of existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) Upgrade, expansion, or replacement of existing capital improvements to provide better service to existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
- (5) Administrative and operating costs of the city

**Sec. 42-11. Refunds and rebates.**

On the request of an owner of property on which an impact fee has been paid, impact fees shall be refunded if existing facilities are available and service is denied, or, if the city failed to commence construction of facilities required for service within two years of payment of the fee, or if construction is not complete within a reasonable time considering the type of capital improvements or facility expansion to be constructed, but not in any event more than five years from date of payment of the fee.

(a) Any impact fee funds not expended within ten years after payment shall be refunded.

(b) Refunds shall bear interest calculated from the date of collection to the date of refund at the statutory rate set forth in Section 302.002 Texas Finance Code or its successor statutes.

(c) All refunds will be made to the owner of record at the time the refund is paid. If, however, the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

**Sec. 42-12. Appeals.**

Upon written application of the owner of property upon which impact fees were assessed, the City council shall consider appeals to the interpretations of or errors in the application of the impact fee regulations or schedules used to calculate the fees or credits.

**Sec. 42-13. Credits and offsets.**

(a) Any construction of, contributions to, or dedications of any facility appearing on the capital improvements plan which is required by the city to be constructed by the owner as a condition of development shall be credited against the impact fees otherwise due from the development. Credit for impact fees due an owner in one category of impact fees may not be used to offset impact fees in another category.

As an alternative to the foregoing, the city and owner may enter into an agreement providing that, in addition to the credit, owner will be reimbursed for all or a portion of the costs of such facilities from impact



- (b) fees received from other new developments that will use such capital improvements of facility expansions.
- (c) An owner shall be entitled to a credit against any category of impact fee provided in any written agreement between the city and the owner.
- (d) No credit for construction of any facility shall exceed the total amount of impact fees due from the development for the same category of improvements.

**Sec. 42-14. Advisory Committee.**

- (a) The capital improvements advisory committee (advisory committee) shall consist of the Planning & Zoning Commission. If the Commission does not include at least one representative of the real estate, development or building industry who is not an employee or official of a political subdivision or governmental entity, the City Council shall appoint at least one such representative as an ad hoc member of the advisory committee.
- (b) The advisory committee serves in an advisory capacity and is established to:
  - (1) advise and assist the adoption of land use assumptions;
  - (2) review the capital improvements plan and file written comments;
  - (3) monitor and evaluate implementation of the capital improvements plan;
  - (4) file semi-annual reports with respect to the progress of the capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fees; and
  - (5) advise the city staff and Council of the need to update or revise the land use assumptions, capital improvements plan and impact fee.



All professional reports concerning the development and implementation of the capital improvements plan shall be made available to the advisory committee.

(c) The advisory committee shall elect a chairperson to preside at its meetings and a vice-chairperson to serve in their absence.

(d) The land use assumptions and Capital Improvements Plan shall be updated at least every five (5) years. Alternatively, the City Council may, pursuant to the provisions of the Texas Local Government Code § 395.0575, make a determination that no such update is necessary.”

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 4.** This ordinance is intended to be cumulative and shall not repeal any previous ordinance except to the extent that any provision of such ordinance is inconsistent and cannot be reconciled with any provision contained herein.

**Section 5.** This ordinance shall be effective immediately upon the Second and Final reading and adoption by the City Council of La Marque.

**PASSED AND APPROVED** by City Council of the City of La Marque, Texas on FIRST READING this 14th day of January, 2019.

**PASSED, APPROVED AND ADOPTED** by City Council of the City of La Marque, Texas on SECOND AND FINAL READING this 11 day of February, 2019.

CITY OF LA MARQUE, TEXAS

  
Bobby Hocking, Mayor

ATTEST:

  
\_\_\_\_\_  
Robin Eldridge, TRMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ellis J. Ortego  
City Attorney

## Exhibit A - Water and Wastewater Impact Fee Study

# **WATER AND WASTEWATER IMPACT FEE STUDY**

**November, 2018**



**CITY OF LA MARQUE**

**November, 2018**

**ARKK Engineers, LLC  
TBPE Firm # F-13872  
7322 Southwest Fwy. Ste. 1040**



**WATER AND WASTEWATER IMPACT FEE STUDY  
CITY OF LA MARQUE**

NOVEMBER, 2018

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**EXHIBITS AND FIGURES**

- Figure 1 – Service Area Map
- Figure 2 – Land Use Assumptions Map
- Figure 3 – Capital Improvement Plan – Water and Wastewater
- Figure 4 – Development Map



## 1. INTRODUCTION

---

ARKK Engineers LLC has been contracted by the City of La Marque to prepare the City's Impact Fee study, for the purposes of establishing a capital recovery fee schedule for new development in the City's water and wastewater service area. The study was conducted in compliance with the State of Texas Local Government Code, Title 12, Planning and Development, Subtitle C, Chapter 395, "Financing Capital Improvements in Municipalities, Counties, and Certain Other Local Governments", herein referred to as "Chapter 395". Under Chapter 395 requirements, the City is required to adopt an ordinance, order, or resolution approving land use assumptions and capital improvements plan ("CIP") prior to considering adoption of a Capital Recovery Fee, also referred to herein as an "impact fee."

The objectives of this study are to:

- a) Estimate the probable growth of the City; both in terms of population increases and geographical location of the anticipated growth.
- b) Estimate the capital improvement costs that will be needed to provide water and wastewater utility service to this growth through the 10 year development horizon;
- c) Calculate the maximum allowable impact fees that may be assessed to new development to defray the cost of the required water and wastewater improvements needed to support the development.

Impact Fees are proposed to be charged by the City of La Marque for each new connection to the City's water and/or wastewater system. Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged. Updates are performed on a five-year cycle. The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then to be presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

For purpose of this study, it is recommended that the City adopt a **ten year** planning period from 2018-2027 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. Included in this study is a review of the growth experience during the previous planning period, projects implemented from the CIP, and the actual cost of water and wastewater projects. Water and wastewater studies and reports performed during this period are also reflected herein.

## 2. SERVICE AREA

---

The proposed service area is shown on **Figure 1**. The service area includes the area within the City of La Marque's City Limit. In the future, as areas are contemplated for annexation, the Service Area Map should be updated to reflect the annexed area. Areas outside the City Limits in which the City is considering executing a development agreement for water and/or wastewater service should also be incorporated into the service area.

## 3. LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

---

The purpose of the Land Use Map is to provide the basis for provision and requirement for projects to support new development in the service area and to project the number of equivalent service units to fairly allocate the resulting costs through the assessment of Impact Fees. The following factors were considered in developing the Land Use Map:

- The character, type, density and quantity of existing development.
- Proposed land use.
- The Water System Modeling and Planning Study (2016 ARKK Engineers).
- Availability of land for future development.
- Current growth trends in the City.
- Location and configuration of vacant land.
- Known or anticipated development projects.

See **Figure 2 - Land Use Map**

### 3.1 BASE DATA

The data developed for the Land Use Map was based on aerial mapping and HGAC planning resources. Population data was obtained from US Census data and the 2016 Water Modeling and Planning Study document as shown in the following **Table 1**. A review of U.S. Census data shows that in the period 2010 to 2015, the City grew from a population of 14,509 to a population of 15,908.

**TABLE 1**  
**POPULATION DATA**

| Plan Year | Year End    | Est. Annual Number of Connections Added | Total Number of Connections | Projected Population |
|-----------|-------------|-----------------------------------------|-----------------------------|----------------------|
|           | 2010        |                                         | 5,278                       | 14,509               |
|           | 2015        | 102                                     | 5,787                       | 15,908               |
| <b>1</b>  | <b>2018</b> | <b>102</b>                              | <b>6,093</b>                | <b>16,747</b>        |
| 2         | 2019        | 102                                     | 6,194                       | 17,027               |
| 3         | 2020        | 102                                     | 6,296                       | 17,307               |
| 4         | 2021        | 102                                     | 6,398                       | 17,587               |
| 5         | 2022        | 102                                     | 6,500                       | 17,867               |
| 6         | 2023        | 102                                     | 6,602                       | 18,146               |
| 7         | 2024        | 102                                     | 6,703                       | 18,426               |
| 8         | 2025        | 102                                     | 6,805                       | 18,706               |
| 9         | 2026        | 102                                     | 6,907                       | 18,986               |
| <b>10</b> | <b>2027</b> | <b>102</b>                              | <b>7,009</b>                | <b>19,266</b>        |

The table above reflects that the City can reasonably expect to have 7,009 water service connections in ten years' time.

**Table 2 - Water Meter Connection Count**  
**(Year End 2017)**

| Meter Size: | Number of Connections | Equivalency | Equivalent Connections |
|-------------|-----------------------|-------------|------------------------|
| 5/8 x 3/4   | 5,524                 | 1           | 5,524                  |
| 1"          | 118                   | 1           | 118                    |
| 1.5"        | 1                     | 1           | 1                      |
| 2"          | 87                    | 2           | 174                    |
| 4"          | 8                     | 4           | 32                     |
| 6"          | 1                     | 10          | 10                     |
| 8"          | 1                     | 30          | 30                     |
|             | 5,740                 |             | 5,889                  |



### 3.2 TEN YEAR GROWTH ASSUMPTIONS

The current rate of growth in terms of equivalent service units (ESU's) for the City is averaging around 93 - 102 new ESU's per calendar year

With the current total connections in the system expressed in ESU's of approximately 6,093, the growth rates in terms of equivalent connections was **1.8%** for the period 2010-2018. It is recommended that for this 2018 Impact Fee Study the City adopt a growth rate of **102 Equivalent Service Connections per year** to the water and wastewater system. This growth rate is consistent with the 2016 Water System Modeling and Planning study. For the projected 10 year period, it is estimated that 1,108 new connections will be added.

### 3.3 ULTIMATE POPULATION PROJECTIONS

TABLE 3 - Projected Development and Estimated Water Use

| Development Area No.                                                                                       | Projected Development Type             | Gross Acreage | Est. Acreage Developed with Water Service | Estimated Equivalent Connections per Acre | Estimated Number of New Connections | Est. Average Daily Water Use per Connection | Estimated Daily Water Usage (gpd) |
|------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------|-------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------------------|-----------------------------------|
| 1                                                                                                          | Commercial                             | 241.8         | 181.3                                     | 1                                         | 181                                 | 350                                         | 63,471                            |
| 2                                                                                                          | Commercial                             | 81.3          | 61.0                                      | 1                                         | 61                                  | 350                                         | 21,351                            |
| 3                                                                                                          | Commercial                             | 38.4          | 28.8                                      | 2                                         | 58                                  | 350                                         | 20,177                            |
| 4                                                                                                          | Commercial                             | 11.9          | 8.9                                       | 2                                         | 18                                  | 350                                         | 6,258                             |
| 5                                                                                                          | Commercial                             | 74.5          | 55.9                                      | 2                                         | 112                                 | 350                                         | 39,121                            |
| 6                                                                                                          | Commercial                             | 19.3          | 14.5                                      | 2                                         | 29                                  | 350                                         | 10,127                            |
| 7                                                                                                          | Commercial                             | 11.4          | 8.6                                       | 2                                         | 17                                  | 350                                         | 5,988                             |
| 8                                                                                                          | Commercial                             | 3.5           | 2.6                                       | 2                                         | 5                                   | 350                                         | 1,826                             |
| 9                                                                                                          | Commercial                             | 10.8          | 8.1                                       | 2                                         | 16                                  | 350                                         | 5,669                             |
| 10                                                                                                         | Commercial                             | 18.1          | 13.6                                      | 2                                         | 27                                  | 350                                         | 9,491                             |
| 11                                                                                                         | Commercial                             | 16.3          | 12.2                                      | 2                                         | 24                                  | 350                                         | 8,556                             |
| 12                                                                                                         | Commercial                             | 3.5           | 2.6                                       | 2                                         | 5                                   | 350                                         | 1,837                             |
| 13                                                                                                         | Commercial                             | 91.0          | 68.2                                      | 2                                         | 136                                 | 350                                         | 47,761                            |
| 14                                                                                                         | Commercial                             | 54.1          | 40.5                                      | 2                                         | 81                                  | 350                                         | 28,378                            |
| 15                                                                                                         | Commercial                             | 88.1          | 66.1                                      | 2                                         | 132                                 | 350                                         | 46,236                            |
| 16                                                                                                         | Commercial                             | 31.1          | 23.3                                      | 2                                         | 47                                  | 350                                         | 16,342                            |
| 17                                                                                                         | Residential                            | 194.4         | 145.8                                     | 4                                         | 583                                 | 350                                         | 204,069                           |
| 18                                                                                                         | Residential                            | 40.7          | 30.5                                      | 4                                         | 122                                 | 350                                         | 42,688                            |
| 19                                                                                                         | Residential                            | 126.5         | 94.9                                      | 4                                         | 379                                 | 350                                         | 132,808                           |
| 20                                                                                                         | Residential                            | 164.3         | 123.2                                     | 4                                         | 493                                 | 350                                         | 172,514                           |
| 21                                                                                                         | Other - University of Houston property | 923.3         | 692.5                                     | 0                                         | 0                                   | 350                                         | 0                                 |
|                                                                                                            |                                        |               |                                           |                                           | 2,528                               |                                             | 884,668                           |
| Number of Existing Equivalent Connections:                                                                 |                                        |               |                                           |                                           | 5,889                               |                                             |                                   |
| Number of Projected New Connections from Development Tracts:                                               |                                        |               |                                           |                                           | 2,528                               |                                             |                                   |
| Projected Infill Development (Est. 5% of Exist)                                                            |                                        |               |                                           |                                           | 294                                 |                                             |                                   |
| Projected Total Connections:*                                                                              |                                        |               |                                           |                                           | 8,711                               |                                             |                                   |
| Numbers do not include the following:                                                                      |                                        |               |                                           |                                           |                                     |                                             |                                   |
| 1.University of Houston 923 acre tract in Northwest La Marque                                              |                                        |               |                                           |                                           |                                     |                                             |                                   |
| 2. Subdivided but undeveloped lots in southeast La Marque adjacent to Texas City Terminal Railway property |                                        |               |                                           |                                           |                                     |                                             |                                   |
| 3. Wetlands Properties in southeast La Marque                                                              |                                        |               |                                           |                                           |                                     |                                             |                                   |

The table above reflects that the City could reasonably be expected to have **8,711** water service connections in the future. The areas of anticipated future development are shown on **Figure 4**.

## 4. CAPITAL IMPROVEMENT PLAN

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The Impact Fee Capital Improvement Plan (CIP) includes projects anticipated to serve growth in the City during the 10-year planning period.

### 4.1 ELIGIBLE FACILITIES

The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include water distribution lines and water production facilities.

### 4.2 CAPITAL IMPROVEMENT PROJECTS FOR 2018 IMPACT FEE STUDY

The projects eligible for Capital Recovery Fee consideration are shown on **Table 4 (Water)** and **Table 5 (Wastewater)**. These tables show both proposed future CIP improvements, and existing facilities that have excess capacity which can serve some or all of the projected growth during the study period. For the existing facilities, their design capacity was evaluated against existing demands and projected growth to determine the prorated value for growth during the study period.

The capital improvement project maps are shown on **Figure 3 – Water and Wastewater Capital Improvement Plan**.

## 5. IMPACT FEE CALCULATION

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This section includes a summary of the capital improvement project costs, interest costs, service unit equivalency, and a calculation of the maximum impact fee amount. The capital improvement costs included in the impact fee calculation is the portion of the project cost that is directly related to new growth. Some of the projects include replacement of an existing facility with new capacity added that will be available for future growth. **Tables 4 and 5** on the following pages show the proposed CIP Project Costs Summaries, reflecting costs prorated for new development to be used in the impact fee calculation.



**TABLE 4**  
**PROJECT COSTS SUMMARY - WATER**

| Project Name                                                                                                                                                                   | Project Cost       | Planned Year | Percent of Cost Related to New Development | Project Costs Related to New Development |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|--------------------------------------------|------------------------------------------|
| 12" Water Distribution Line, Cedar to Magnolia (Phase 1)                                                                                                                       | \$397,520          | 2019         | 50%                                        | \$198,760                                |
| 12" Water Distribution Line, Stonewall to IH 45 (Phase 2)                                                                                                                      | \$1,393,350        | 2022         | 75%                                        | \$1,045,013                              |
| 12" Water Distribution Line, Westward to Newman (Phase 3)                                                                                                                      | \$1,098,920        | 2024         | 75%                                        | \$824,190                                |
| 12" Water Distribution Line, 12th to Stubbs (Phase 4)                                                                                                                          | \$1,370,490        | 2026         | 5%                                         | \$68,525                                 |
| Water Supply Capacity Purchase from GCWA to Service 10 Year Growth <i>(Basis - 2015 Purchase of GCWA Mackey Plant surface water capacity, Texas City/League City from NRG)</i> | \$1,223,377        | 2019         | 100%                                       | \$1,223,377                              |
|                                                                                                                                                                                |                    |              |                                            | \$0                                      |
|                                                                                                                                                                                |                    |              |                                            | \$0                                      |
| <b>TOTAL WATER</b>                                                                                                                                                             | <b>\$5,483,657</b> |              |                                            | <b>\$3,359,864</b>                       |
| New Connections Served in 10 Year Period by the Water Capital Improvements:                                                                                                    |                    |              |                                            | 1,018                                    |
| Cost Per Connection:                                                                                                                                                           |                    |              |                                            | \$3,301                                  |
| <b>Project Cost Assigned to the 10 Year Period:</b>                                                                                                                            |                    |              |                                            | <b>\$3,359,864</b>                       |

**TABLE 5**  
**PROJECT COSTS SUMMARY - WASTEWATER**

| Project Name                                                                                                                                                          | Project Cost       | Planned Year | Percent of Cost Related to New Development | Project Costs Related to New Development |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|--------------------------------------------|------------------------------------------|
| Wastewater Treatment Capacity to Serve 10 Year Projected Growth <i>(Basis - 315 gallons per day per new connection at estimated \$6.00 per gallon treatment cost)</i> | \$1,924,020        | 2019         | 100%                                       | \$1,924,020                              |
| Influent Lift Station                                                                                                                                                 | \$ 3,450,000       | 2019         | 15%                                        | \$ 506,000                               |
| <b>TOTAL WASTEWATER</b>                                                                                                                                               | <b>\$5,374,020</b> |              |                                            | <b>\$2,430,020</b>                       |
| New Connections Served in 10 Year Period by the Wastewater Capital Improvements:                                                                                      |                    |              |                                            | 1,018                                    |
| Cost Per Connection:                                                                                                                                                  |                    |              |                                            | \$2,387                                  |
| <b>Project Cost Assigned to the 10 Year Period:</b>                                                                                                                   |                    |              |                                            | <b>\$2,430,020</b>                       |

## 5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP list above are eligible for reimbursement in accordance with the Impact Fee Legislation. This study reflects an estimated interest rate of 3.0% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee calculation are as follows, based on a 20 year finance term:

**TABLE 6**  
**FINANCE COSTS**

|                                 | <u><b>WATER</b></u> | <u><b>WASTEWATER</b></u> |
|---------------------------------|---------------------|--------------------------|
| Project Cost                    | \$3,359,864         | \$2,430,020              |
| Interest Rate                   | 3.00%               | 3.00%                    |
| Term (years)                    | 20                  | 20                       |
| Total Interest                  | <u>\$1,112,230</u>  | <u>\$804,420</u>         |
| Total Eligible Cost w/ Interest | <b>\$4,472,095</b>  | <b>\$3,234,440</b>       |

## 5.2 SERVICE UNIT DETERMINATION

The equivalent meter comparison is the method used to measure consumption by new growth for impact fee purposes. The 5/8" and 3/4" water meters serve as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a 3/4 inch meter. The 5/8" and 3/4" meters were selected because it represents the water meter size for an average single family dwelling. Equivalency factors were provided for larger meter sizes as developed by the American Water Works Association. **Table 7** provides these equivalency factors.

**TABLE 7**  
**Equivalent Meter Factors**

| METER SIZE<br>(INCHES) | EQUIVALENCY<br>FACTOR |
|------------------------|-----------------------|
| 5/8 OR 3/4             | 1.0                   |
| 1"                     | 1.67                  |
| 1 1/2"                 | 3.33                  |
| 2"                     | 5.33                  |
| 3" Compound            | 10.0                  |
| 4" Compound            | 16.67                 |
| 6" Compound            | 33.33                 |
| 8" Compound            | 53.33                 |
| 10" Compound           | 76.67                 |



### 5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10 year planning period. The fee for various meter sizes is then determined by applying the factors provided in **Table 7** for all meters larger than the standard ¾" residential meter. The maximum assessable impact fee for the City of La Marque for water and wastewater is as follows:

#### WATER

$$\begin{aligned}\text{Maximum Water impact fee} &= (\text{Water Cost} / \text{increase in \# of equivalent meters}) \\ &= ( \$4,472,095 / 1,018 \text{ new connections} ) \\ &= \mathbf{\$4,393 \text{ per equivalent meter}}\end{aligned}$$

#### WASTEWATER

$$\begin{aligned}\text{Maximum Wastewater Impact Fee} &= (\text{Wastewater cost} / \text{increase in \# of equiv. meters}) \\ &= ( \$3,234,440 / 1,018 \text{ new connections} ) \\ &= \mathbf{\$3,177 \text{ per equivalent meter}}\end{aligned}$$

Chapter 395 of the Local Government Code was amended in 2001 to include that the City must provide a credit for the following:

*Section 395.014 Paragraph a (7):*

*(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or*

*(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.*

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum. For this study, the maximum impact fee is calculated based on the simplified accounting method in item (B) above as:

|                                                                    |                        |
|--------------------------------------------------------------------|------------------------|
| 50% of Water CIP Costs per Equivalent Meter = \$4,393 x 50% =      | <b>\$ 2,196</b>        |
| 50% of Wastewater CIP Costs per Equivalent Meter = \$3,177 x 50% = | <b><u>\$ 1,588</u></b> |
| Total =                                                            | <b>\$ 3,784</b>        |

## 5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2018 fee amounts to be recommended to City Council are as shown on **Table 8** below:

**TABLE 8 - PROPOSED CAPITAL RECOVERY FEES**

|            | 2018 Study Max<br>Fee w/ 50% Credit | Proposed Fee   |
|------------|-------------------------------------|----------------|
| Water      | \$2,196                             | \$2,190        |
| Wastewater | \$1,588                             | \$1,580        |
|            | <b>\$3,784</b>                      | <b>\$3,770</b> |

### MULTIPLYING FACTORS

|                        |                                            |
|------------------------|--------------------------------------------|
| Single Family Dwelling | = 1.0 ESFC (Single Family Equivalent Unit) |
| Apartment Complex      | = 1.0 ESFC per living unit                 |
| Hotel, Motel, Resort   | = 0.8 ESFC per unit or room                |
| Mobile Home            | = 1.0 ESFC per unit or room                |

Commercial, Retail, Institutional, Light Industrial, and all other non-residential development:

| <u>Meter Size:</u> | <u>Factor</u> | <u>Total</u><br><u>Impact Fee</u> |
|--------------------|---------------|-----------------------------------|
| 5/8" - 3/4"        | 1.00 ESFC's   | \$3,770                           |
| 1"                 | 1.67 ESFC's   | \$6,296                           |
| 1.5"               | 3.33 ESFC's   | \$12,554                          |
| 2", All Types      | 5.33 ESFC's   | \$20,094                          |
| 3" Compound        | 10.67 ESFC's  | \$40,226                          |
| 3" Turbine         | 11.67 ESFC's  | \$43,996                          |
| 4" Compound        | 16.67 ESFC's  | \$62,846                          |
| 4" Turbine         | 21.00 ESFC's  | \$79,170                          |
| 6" Compound        | 33.33 ESFC's  | \$125,654                         |
| 6" Turbine         | 43.33 ESFC's  | \$163,354                         |
| 8" Compound        | 53.33 ESFC's  | \$201,054                         |
| 8" Turbine         | 93.33 ESFC's  | \$351,854                         |
| 10" Compound       | 76.67 ESFC's  | \$289,046                         |
| 10" Turbine        | 140.00 ESFC's | \$527,800                         |
| 12" All Types      | 176.67 ESFC's | \$666,046                         |

**Note 1:** When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.

**Note 2:** When building fire flow systems are combined with other building water systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.



Figure 1  
CITY OF LA MARQUE  
IMPACT FEE STUDY  
SERVICE AREA MAP

1"=3,000'

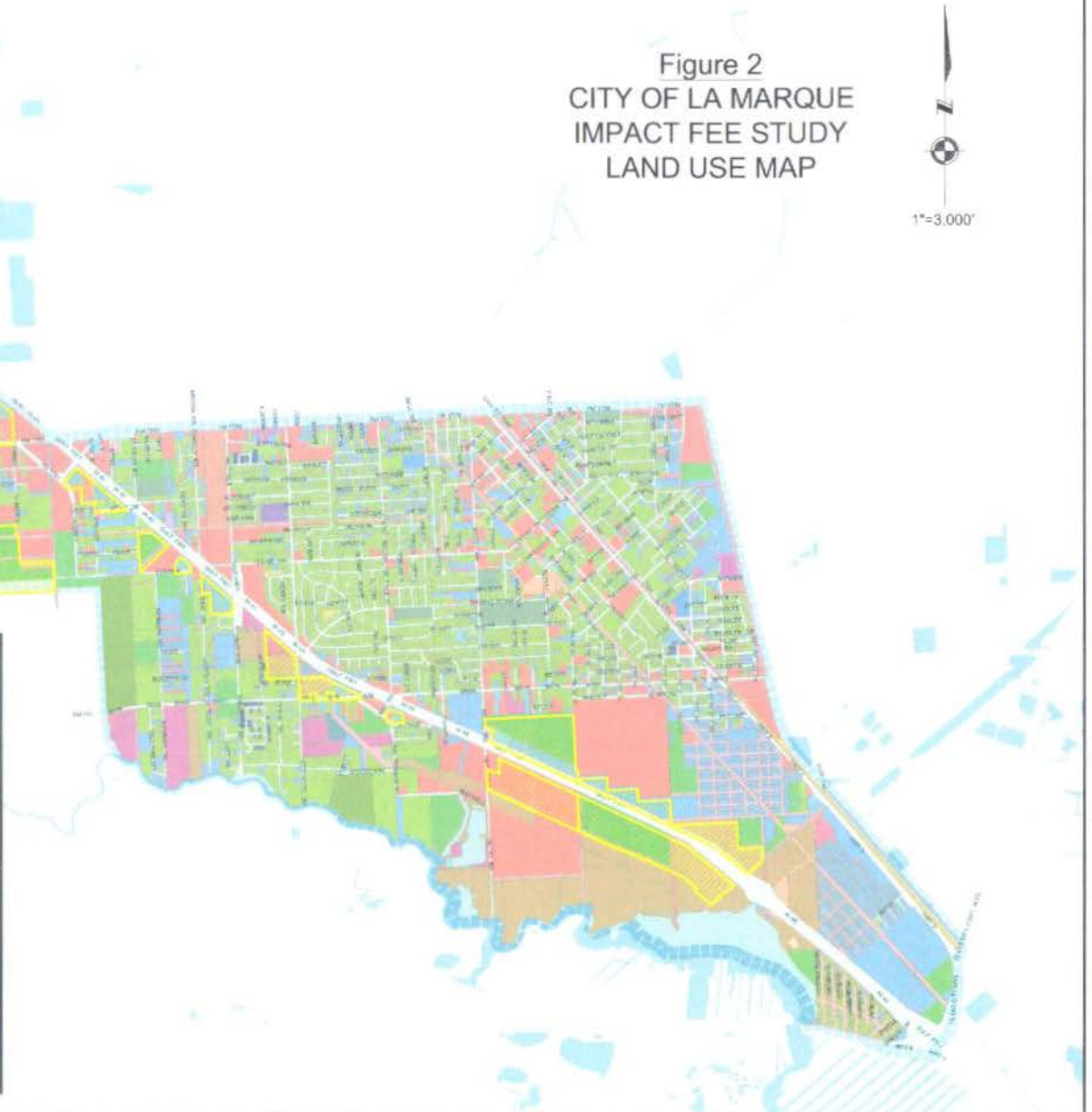
LEGEND:

SERVICE AREA - CITY OF LA MARQUE CITY LIMIT





Figure 2  
CITY OF LA MARQUE  
IMPACT FEE STUDY  
LAND USE MAP





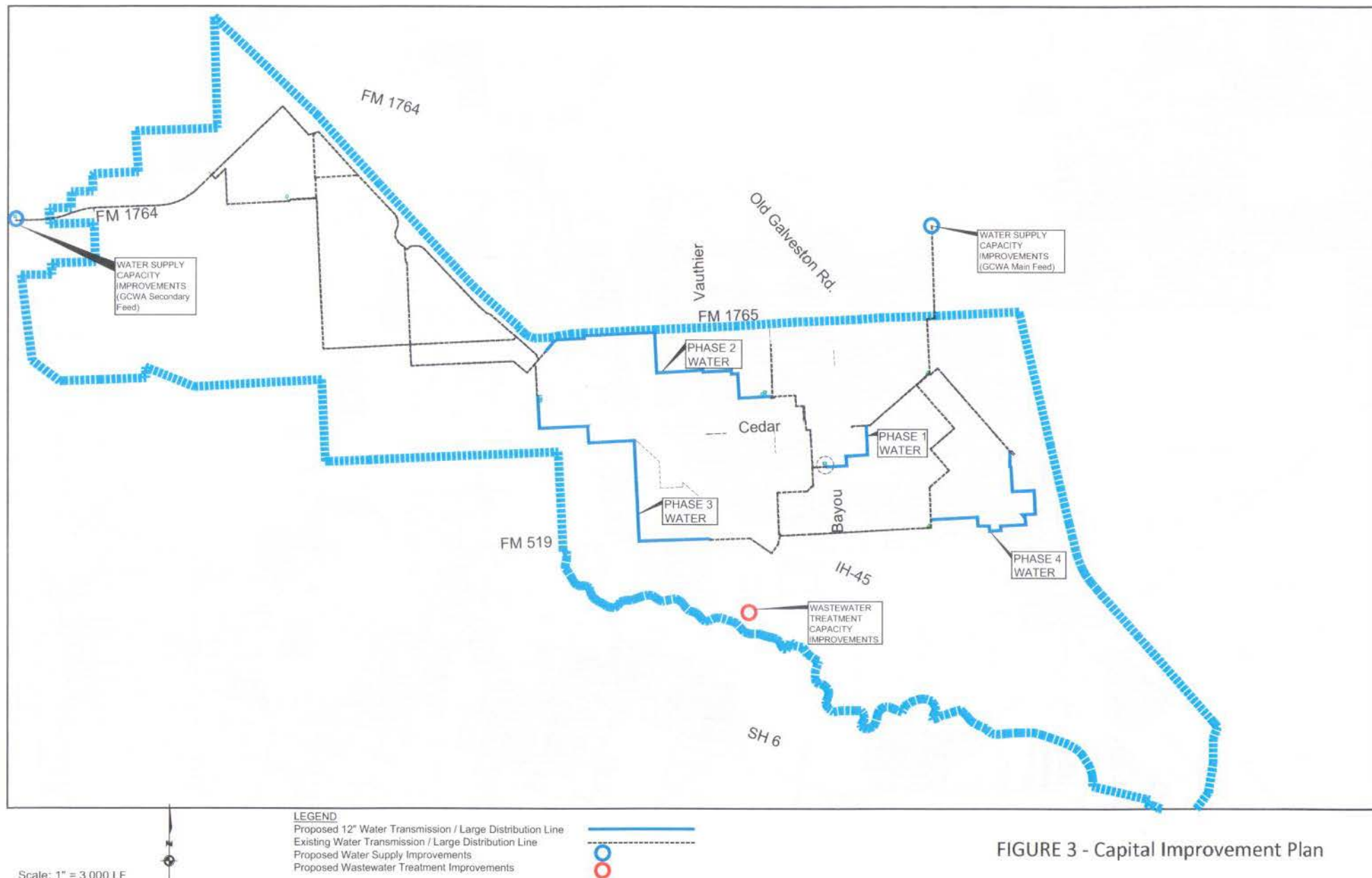
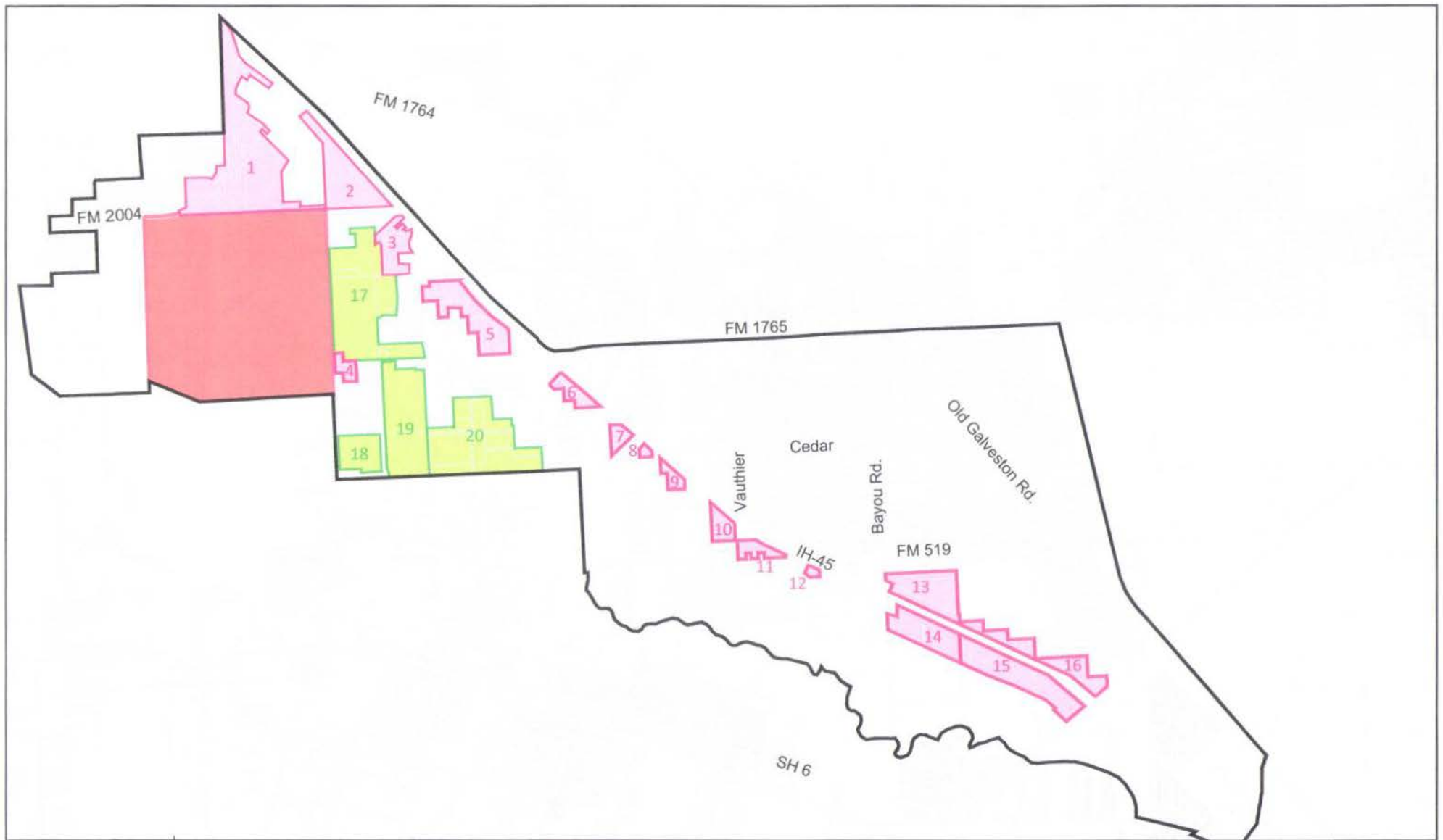


FIGURE 3 - Capital Improvement Plan



**LEGEND**  
 Commercial Development Potential  
 Residential Development Potential  
 University of Houston owned property

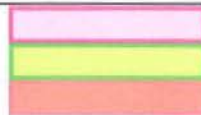


Figure 4 - Development Map



## CITY COUNCIL AGENDA FORM

Meeting Date: **November 16, 2022**

Prepared by: Cesar Garcia

Department: City Manager's Office

Agenda item: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**AGENDA ITEM DESCRIPTION:** Authorizing the settlement of certain city liens on 113 Union St La Marque, TC 77568

X

### ATTACHMENTS FOR REFERENCE:

- Recoverable documentation concerning this case
- Confirmation from listed property owner in question approving negotiated fee
- 

### STAFF BRIEFING:

- Staff has been discussing this case with new owner since early April of 2022.
- New owner became involved in this property after the passing of the previous owner as part of the estate. New owner lives out of state and has not intention of keeping the property. As a matter of fact they have reported they have an imminent sale pending the resolution of this matter to where a developer allegedly would like to build a small multi-family unit.
- When the current owner originally called the code enforcement office she learned that there were liens on the property due to being a part of the nuisance abatement program and thus inquired what she needed to do to remove those liens from the property. She was given an amount by staff that was later determined to not be accurate due to lack of property record keeping. Staff owned their mistake when reporting the correct amount, however the new owner had already put the property for sale at a price sufficient to cover the previous liens only. The new amount given was more than double of the original amount and argueably more than the property is worth subjecting us to soon possibly loose this property to the County which would result in all funds being lost.
- This inaccurate reporting of information prompted the owner to audit all of the liens in question and as a result it was found that no documentation was available to support a portion of the liens in question. Our staff has spent numourus hours over serval days going through old files, pictures and documentation for these lots and unfortunately all of the back-up is not available to support more than the original amount in hard costs that was originally quoted to the new owner. Staff has provided all the information available and has requested that the city accept the amount discussed with Ms. Porter to close this case out and move forward.



## CITY COUNCIL AGENDA FORM

- Due to an error in proper record keeping and an incorrect amount given to the property owner, they are hereby requesting to settle an amount no greater than the original amount quoted.
  - New owner is cognizant of the mistake, however is not in a position to offer more than the original amount quoted.
  - Since the initial conversation they learned of the property not being properly kept, the owner has removed all lots in question from the nuisance abatement program and is now complying with all demands to keep the property maintained.
  - We informed Ms. Porter that we do not have the authority to authorize the reduction or payment regarding the liens, however, based on knowledge of this situation, we are recommending of acceptance of the offer to settle of \$17,027.55
  - Total quoted incorrectly was alleged to have been \$39,087.76 of which \$14,024.45 were said to have been interest and another \$7,200 in city assessed administrative fees. Hard costs of the actual tax payer dollars that were used to maintain the property total \$17,804.31, however, there were discrepancies or lack of documentation on \$1,544 of said liens bringing the argued total to \$16,260.31. New owner has agreed to settle for an amount of \$17,027.55 which represents almost 50% of the difference between actual hard costs incurred by the city and the discrepancy in question. Difference from the two numbers (\$17,032.31 and \$17,027.55) is \$4.76.
  - We are hereby recommending settlement of said amount to be administered at time of closing of the property when the expected sale is made.
- City Attorney has reviewed and approved.
  - Development Director has reviewed and approved.
  - City Manager has reviewed and approved.

### **HISTORY:**

- This property accumulated liens over more than 10 years. Property was neglected by previous owner and as new estate of the property, current owner is now trying to sell the property to not have any future concerns with it.





## CITY COUNCIL AGENDA FORM

### ACTION:

- |                                                                                                                                   |                                                |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Ordinance                                                                                                | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Special Presentation                                                                                     | <input type="checkbox"/> Proclamation          |
| <input type="checkbox"/> Finance Report                                                                                           | <input type="checkbox"/> Public Hearing        |
| <input type="checkbox"/> Municode Codification                                                                                    |                                                |
| <input type="checkbox"/> Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures |                                                |

---

**STAFF'S RECOMMENDATION:** Motion to approve settlement of negotiated hard costs lien amounts due to errors in record keeping and reporting.

|           | LIEN<br>AMOUNT | 10% INT<br>CALCULATED<br>YEARLY | ADMIN FEE                   | FILING FEE  | TITLE<br>REPORT | LEGAL<br>NOTIFICATION BY<br>PUBLICATION | TOTAL                                                                     |
|-----------|----------------|---------------------------------|-----------------------------|-------------|-----------------|-----------------------------------------|---------------------------------------------------------------------------|
| Lot 22    | \$ 6,808.45    | \$ 10,394.90                    | \$ 1,600.00                 | \$ 590.00   | \$ 85.00        | \$ 46.20                                | \$ 19,524.55                                                              |
| Lot 23    | \$ 4,162.33    | \$ 1,816.07                     | \$ 2,800.00                 | \$ 976.00   | \$ -            | \$ -                                    | \$ 9,754.40                                                               |
| Lot 24    | \$ 4,160.33    | \$ 1,813.48                     | \$ 2,800.00                 | \$ 976.00   | \$ -            | \$ -                                    | \$ 9,749.81                                                               |
| Sub-Total | \$ 15,131.11   | \$ 14,024.45                    | \$ 7,200.00                 | \$ 2,542.00 | \$ 85.00        | \$ 46.20                                | \$ 39,028.76                                                              |
| Option 1  | \$ 15,131.11   | \$ 2,103.67                     | \$ 1,080.00                 | \$ 2,542.00 | \$ 85.00        | \$ 46.20                                | \$ 20,987.98 waives 85% of interest and admin fee                         |
| Option 2  | \$ 15,131.11   | \$ -                            | \$ -                        | \$ 2,542.00 | \$ 85.00        | \$ 46.20                                | \$ 17,804.31 waives 100%                                                  |
| Option 3  | \$ 13,587.11   | \$ -                            | \$ -                        | \$ 2,542.00 | \$ 85.00        | \$ 46.20                                | \$ 16,260.31 waives 100% of discrepancies +100% of interest and admin fee |
| Option 4  | \$ 14,359.11   | \$ -                            | \$ -                        | \$ 2,542.00 | \$ 85.00        | \$ 46.20                                | \$ 17,032.31 waives 50%                                                   |
|           |                | \$ 17,804.31                    | amount of actual hard costs |             |                 | \$ 17,804.31                            | amount of actual hard costs                                               |
|           |                | \$ 17,027.55                    | settlement amount           |             |                 | \$ 1,544.00                             | discrepancies                                                             |
|           |                | \$ 776.76                       |                             |             |                 | \$ 16,260.31                            | amount of actual hard costs minus discrepancies                           |

\$ 17,027.55 settlement amount  
\$ 16,260.31 amount of actual hard costs minus discrepancies  
 \$ 767.24

17032.31  
 17027.55  
 4.76

5-Aug-22  
MARY PORTER  
209 FREEDEN ST CARSON, CA 90746  
Re: Lien Payoff Amount For: 113 Union, La Marque, TX 77568  
ABST 150 J D MOORE SUR LOT 22 ELDER JUSTICE SUB / PARCEL 198160

| GCC FILE   | LIEN FILING DATE | LIEN AMOUNT | 10% INT CALCULATED YEARLY | ADMIN FEE   | FILING FEE | TITLE REPORT | LEGAL NOTIFICATION BY PUBLICATION | TOTAL        | NEW TOTAL    |
|------------|------------------|-------------|---------------------------|-------------|------------|--------------|-----------------------------------|--------------|--------------|
| 2010063105 | 12/21/2010       | \$ 5,416.12 | \$ 10,036.70              | \$ 100.00   | \$ 24.00   | \$ 85.00     | \$ 46.20                          | \$ 15,708.02 | \$ 15,708.02 |
| 2018056754 | 9/19/2018        | \$ 833.33   | \$ 292.38                 | \$ 100.00   | \$ 30.00   | -0-          | -0-                               | \$ 1,255.71  | \$ -         |
| 2019022964 | 5/3/2019         | \$ 85.00    | \$ 28.14                  | \$ 100.00   | \$ 30.00   | -0-          | -0-                               | \$ 243.14    | \$ 243.14    |
| 2019042742 | 8/7/2019         | \$ 36.00    | \$ 7.56                   | \$ 100.00   | \$ 30.00   | -0-          | -0-                               | \$ 173.56    | \$ 173.56    |
| 2020029170 | 5/29/2020        | \$ 36.00    | \$ 7.56                   | \$ 100.00   | \$ 30.00   | -0-          | -0-                               | \$ 173.56    | \$ -         |
| 2020040732 | 7/13/2020        | \$ 36.00    | \$ 7.56                   | \$ 100.00   | \$ 30.00   | -0-          | -0-                               | \$ 173.56    | \$ -         |
| 2020071507 | 11/6/2020        | \$ 42.00    | \$ 4.20                   | \$ 100.00   | \$ 30.00   | -0-          | -0-                               | \$ 176.20    | \$ -         |
| 2020082617 | 12/21/2020       | \$ 36.00    | \$ 3.60                   | \$ 100.00   | \$ 38.00   | -0-          | -0-                               | \$ 177.60    | \$ -         |
| 2021021512 | 3/26/2021        | \$ 36.00    | \$ 3.60                   | \$ 100.00   | \$ 38.00   | -0-          | -0-                               | \$ 177.60    | \$ -         |
| 2021024972 | 4/6/2021         | \$ 36.00    | \$ 3.60                   | \$ 100.00   | \$ 50.00   | -0-          | -0-                               | \$ 189.60    | \$ -         |
| 2021086857 | 12/1/2021        | \$ 36.00    | \$ -                      | \$ 100.00   | \$ 42.00   | -0-          | -0-                               | \$ 178.00    | \$ -         |
| 2021086858 | 12/1/2021        | \$ 36.00    | \$ -                      | \$ 100.00   | \$ 42.00   | -0-          | -0-                               | \$ 178.00    | \$ -         |
| 2021087003 | 12/2/2021        | \$ 36.00    | \$ -                      | \$ 100.00   | \$ 50.00   | -0-          | -0-                               | \$ 186.00    | \$ -         |
| 2021093953 | 12/30/2021       | \$ 36.00    | \$ -                      | \$ 100.00   | \$ 42.00   | -0-          | -0-                               | \$ 178.00    | \$ -         |
| 2022004721 | 1/21/2022        | \$ 36.00    | \$ -                      | \$ 100.00   | \$ 42.00   | -0-          | -0-                               | \$ 178.00    | \$ -         |
| 2022016539 | 3/10/2022        | \$ 36.00    | \$ -                      | \$ 100.00   | \$ 42.00   | -0-          | -0-                               | \$ 178.00    | \$ -         |
| TOTAL OWED |                  | \$ 6,808.45 | \$ 10,394.90              | \$ 1,600.00 | \$ 590.00  | \$ 85.00     | \$ 46.20                          | \$ 19,524.55 | \$ 16,124.72 |

\$ 402.00

No correction notice, no notice to demolish, no invoice  
Invoice dated 12/9/17, no notice, no report. Three liens, one on each property the other two were waived.  
Cut on 10/31/2018, no notice, no report  
Cut on 4/2/2019, no notice, no report  
No invoice, notice dated 2/14/20 attached, no report. Per lien notice or work on 2/20/20 - Lien states it is a re-filing.  
No invoice, notice dated 2/14/20 attached, no report. Per lien notice or work on 7/1/20  
Invoice dated 10/21/20, notice dated 2/14/20 attached, no report. Per lien notice or work on 10/21/20 - Lien states it is a re-filing.  
Invoice dated 12/7/20, notice dated 2/14/20 attached, no report.  
Invoice dated 2/9/21, notice dated 3/31/21 attached, no report.  
Invoice dated 3/3/21, notice dated 3/31/21 attached, no report.  
Not included in title company results  
Not included in title company results  
Invoice dated 11/9/21, notice dated 3/31/21 attached, no report.  
Invoice dated 12/6/21, notice dated 3/31/21 attached, no report.  
Invoice dated 1/19/22, notice dated 1/31/22 attached, no report.

5-Aug-22

MARY PORTER

209 FREEDEN ST CARSON, CA 90746

Re: Lien Payoff Amount For: 113 Union, La Marque, TX 77568

ABST 150 J D MOORE SUR LOT 23 ELDER JUSTICE SUB / PARCEL 198161

| GCC FILE   | LIEN<br>FILING DATE | LIEN<br>AMOUNT | 10% INT<br>CALCULATED<br>YEARLY | ADMIN FEE   | FILING FEE | TOTAL       |
|------------|---------------------|----------------|---------------------------------|-------------|------------|-------------|
| 2016076506 | 12/15/2016          | \$ 2,340.00    | \$ 1,428.59                     | \$ 100.00   | \$ 30.00   | \$ 3,898.59 |
| 2018056753 | 9/19/2019           | \$ 833.33      | \$ 275.83                       | \$ 100.00   | \$ 30.00   | \$ 1,239.16 |
| 2019042741 | 8/07/2019           | \$ 36.00       | \$ 7.56                         | \$ 100.00   | \$ 30.00   | \$ 173.56   |
| 2019045476 | 8/20/2019           | \$ 32.00       | \$ 6.72                         | \$ 100.00   | \$ 30.00   | \$ 168.72   |
| 2019045568 | 8/20/2019           | \$ 36.00       | \$ 7.56                         | \$ 100.00   | \$ 30.00   | \$ 173.56   |
| 202005385  | 1/29/2020           | \$ 85.00       | \$ 8.50                         | \$ 100.00   | \$ 30.00   | \$ 223.50   |
| 202005399  | 1/29/2020           | \$ 36.00       | \$ 7.56                         | \$ 100.00   | \$ 30.00   | \$ 173.56   |
| 202005453  | 1/29/2020           | \$ 32.00       | \$ 6.72                         | \$ 100.00   | \$ 30.00   | \$ 168.72   |
| 202005510  | 1/29/2020           | \$ 37.00       | \$ 7.77                         | \$ 100.00   | \$ 30.00   | \$ 174.77   |
| 202006468  | 2/3/2020            | \$ 32.00       | \$ 6.72                         | \$ 100.00   | \$ 30.00   | \$ 168.72   |
| 2020028935 | 5/29/2020           | \$ 36.00       | \$ 7.56                         | \$ 100.00   | \$ 30.00   | \$ 173.56   |
| 2020028987 | 5/29/2020           | \$ 36.00       | \$ 7.56                         | \$ 100.00   | \$ 30.00   | \$ 173.56   |
| 2020029168 | 5/26/2020           | \$ 36.00       | \$ 7.56                         | \$ 100.00   | \$ 30.00   | \$ 173.56   |
| 2020040733 | 7/13/2020           | \$ 36.00       | \$ 7.56                         | \$ 100.00   | \$ 30.00   | \$ 173.56   |
| 2020055139 | 9/4/2020            | \$ 36.00       | \$ 3.60                         | \$ 100.00   | \$ 30.00   | \$ 169.60   |
| 2020055160 | 9/4/2020            | \$ 37.00       | \$ 3.70                         | \$ 100.00   | \$ 30.00   | \$ 170.70   |
| 2020071503 | 11/6/2020           | \$ 42.00       | \$ 4.20                         | \$ 100.00   | \$ 30.00   | \$ 176.20   |
| 2020082616 | 12/21/2020          | \$ 36.00       | \$ 3.60                         | \$ 100.00   | \$ 38.00   | \$ 177.60   |
| 2021021535 | 3/26/2021           | \$ 36.00       | \$ 3.60                         | \$ 100.00   | \$ 38.00   | \$ 177.60   |
| 2021024973 | 4/8/2021            | \$ 36.00       | \$ 3.60                         | \$ 100.00   | \$ 50.00   | \$ 189.60   |
| 2021086626 | 12/1/2021           | \$ 36.00       | -                               | \$ 100.00   | \$ 42.00   | \$ 178.00   |
| 2021086806 | 1/12/2021           | \$ 40.00       | -                               | \$ 100.00   | \$ 42.00   | \$ 182.00   |
| 2021087002 | 12/2/2021           | \$ 36.00       | -                               | \$ 100.00   | \$ 50.00   | \$ 186.00   |
| 2021087015 | 02/12/2021          | \$ 40.00       |                                 | \$ 100.00   | \$ 42.00   | \$ 182.00   |
| 2021093963 | 12/3/2021           | \$ 36.00       | -                               | \$ 100.00   | \$ 42.00   | \$ 178.00   |
| 2022004722 | 1/21/2022           | \$ 36.00       | -                               | \$ 100.00   | \$ 42.00   | \$ 178.00   |
| 2022016540 | 3/10/2022           | \$ 36.00       | -                               | \$ 100.00   | \$ 42.00   | \$ 178.00   |
| 2022021886 | 3/31/2022           | \$ 36.00       | -                               | \$ 100.00   | \$ 38.00   | \$ 174.00   |
| TOTAL OWED |                     | \$ 4,162.33    | \$ 1,816.07                     | \$ 2,800.00 | \$ 976.00  | \$ 9,754.40 |

\$ 591.00



| GCC FILE          | LIEN<br>FILING DATE | LIEN<br>AMOUNT     | 10% INT CALCULATED<br>YEARLY | ADMIN FEE          | FILING FEE       | TOTAL              | NEW TOTAL        |
|-------------------|---------------------|--------------------|------------------------------|--------------------|------------------|--------------------|------------------|
| 2016076505        | 12/15/2016          | \$ 2,340.00        | \$ 1,428.99                  | \$ 100.00          | \$ 30.00         | \$ 3,899.99        | -                |
| 2016056752        | 9/19/2018           | \$ 833.33          | \$ 275.81                    | \$ 100.00          | \$ 30.00         | \$ 1,239.16        | -                |
| 2019022965        | 8/20/2019           | \$ 85.00           | \$ 17.00                     | \$ 100.00          | \$ 30.00         | \$ 232.00          | -                |
| 2019042740        | 8/07/2019           | \$ 36.00           | \$ 7.56                      | \$ 100.00          | \$ 30.00         | \$ 173.56          | -                |
| 2019045475        | 8/20/2019           | \$ 32.00           | \$ 6.72                      | \$ 100.00          | \$ 30.00         | \$ 168.72          | -                |
| 2019045580        | 8/20/2019           | \$ 36.00           | \$ 7.56                      | \$ 100.00          | \$ 30.00         | \$ 173.56          | -                |
| 202005454         | 1/29/2020           | \$ 32.00           | \$ 6.72                      | \$ 100.00          | \$ 30.00         | \$ 168.72          | -                |
| 2020054454        | 1/29/2020           | \$ 30.00           | \$ 6.30                      | \$ 100.00          | \$ 30.00         | \$ 166.30          | -                |
| 2020054503        | 1/29/2020           | \$ 37.00           | \$ 7.41                      | \$ 100.00          | \$ 30.00         | \$ 174.41          | -                |
| 2020029934        | 5/29/2020           | \$ 36.00           | \$ 7.56                      | \$ 100.00          | \$ 30.00         | \$ 173.56          | \$ -             |
| 2020029997        | 5/29/2020           | \$ 36.00           | \$ 7.56                      | \$ 100.00          | \$ 30.00         | \$ 173.56          | \$ -             |
| 2020029175        | 5/29/2020           | \$ 36.00           | \$ 7.56                      | \$ 100.00          | \$ 30.00         | \$ 173.56          | \$ -             |
| 2020053906        | 9/11/2020           | \$ 36.00           | \$ 3.60                      | \$ 100.00          | \$ 30.00         | \$ 169.60          | \$ -             |
| 2020053181        | 9/11/2020           | \$ 36.00           | \$ 3.60                      | \$ 100.00          | \$ 30.00         | \$ 169.60          | \$ -             |
| 2020055501        | 9/11/2020           | \$ 37.00           | \$ 3.70                      | \$ 100.00          | \$ 30.00         | \$ 170.70          | \$ -             |
| 2020071504        | 11/6/2020           | \$ 42.00           | \$ 4.20                      | \$ 100.00          | \$ 30.00         | \$ 176.20          | \$ -             |
| 2020082618        | 12/21/2020          | \$ 36.00           | \$ 3.60                      | \$ 100.00          | \$ 38.00         | \$ 177.60          | \$ -             |
| 2021021536        | 3/26/2021           | \$ 36.00           | \$ 3.60                      | \$ 100.00          | \$ 30.00         | \$ 169.60          | \$ -             |
| 2021021494        | 4/8/2021            | \$ 36.00           | \$ 3.60                      | \$ 100.00          | \$ 50.00         | \$ 189.60          | \$ -             |
| 2021021973        | 4/8/2021            | \$ 36.00           | \$ 3.60                      | \$ 100.00          | \$ 38.00         | \$ 177.60          | \$ -             |
| 2021096625        | 12/1/2021           | \$ 38.00           | \$ -                         | \$ 100.00          | \$ 42.00         | \$ 178.00          | \$ -             |
| 2021096745        | 12/1/2021           | \$ 40.00           | \$ -                         | \$ 100.00          | \$ 42.00         | \$ 182.00          | \$ -             |
| 2021086859        | 01/12/2021          | \$ 40.00           | \$ -                         | \$ 100.00          | \$ 42.00         | \$ 182.00          | \$ -             |
| 2021087001        | 01/12/2021          | \$ 36.00           | \$ -                         | \$ 100.00          | \$ 50.00         | \$ 186.00          | \$ -             |
| 202108964         | 12/30/2021          | \$ 36.00           | \$ -                         | \$ 100.00          | \$ 42.00         | \$ 178.00          | \$ -             |
| 202202022         | 3/31/2022           | \$ 36.00           | \$ -                         | \$ 100.00          | \$ 42.00         | \$ 178.00          | \$ -             |
| 2022014651        | 3/31/2022           | \$ 38.00           | \$ -                         | \$ 100.00          | \$ 42.00         | \$ 178.00          | \$ 178.00        |
| 2022021887        | 3/31/2022           | \$ 36.00           | \$ -                         | \$ 100.00          | \$ 38.00         | \$ 174.00          | \$ -             |
| <b>TOTAL OWED</b> |                     | <b>\$ 4,160.33</b> | <b>\$ 1,813.48</b>           | <b>\$ 2,800.00</b> | <b>\$ 976.00</b> | <b>\$ 9,749.81</b> | <b>\$ 352.00</b> |

|    |             |            |            |           |
|----|-------------|------------|------------|-----------|
|    | 2016076505  |            | 2019022965 |           |
| \$ | 2,340.00    |            | \$         | 85.00     |
|    | \$ 234.00   | 2019       |            | \$ 8.50   |
|    | \$ 257.40   | 2020       |            | \$ 9.25   |
|    | \$ 283.14   | 2021       |            | \$ 17.85  |
|    | \$ 311.45   | Int Total  |            | \$ 232.85 |
|    | \$ 342.60   | Line Total |            |           |
|    | \$ 1,428.59 |            |            |           |
|    | \$ 3,690.59 |            |            |           |

t is a re-filing.  
 t is a re-filing.

|                                  |                         |             |
|----------------------------------|-------------------------|-------------|
|                                  | Amount Correct Total    | \$ 9,749.81 |
| - Lien states it is a re-filing. | Amount Charged (Letter) | \$ 9,512.96 |
|                                  | Difference              | \$ 236.85   |

\$ 551.00

ORDINANCE NO. 0-2021-0004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING SECTION 2.9, "ESTABLISHING A POLICY FOR APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES" OF THE CITY OF LA MARQUE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That Section 2.9, Establishing a policy for appointments to boards, commissions and committees," of Article I, "In General," of Chapter 2, "Administration", of the City of La Marque Code of Ordinances is hereby amended to read as follows:

"Sec. 2-9. - Establishing a policy for appointments to boards, commissions and committees.

- (a) *Scope of this policy.* Standing boards, commissions and committees addressed by this policy shall be referred to as "committees", in the interest of brevity. Those committees addressed by this policy are:

Building Standards Commission (See Sec. 14.280)

Keep La Marque Beautiful Commission (See Sec. 35-45)

La Marque Economic Development Corporation

Library Advisory Board (See Sec. 2.37)

Civil Service Commission (See Sec. 2.306)

La Marque Cemetery Board (See Sec. 2.312)

Parks Board (See Sec. 2.209)

Planning and Zoning Board (See Sec. 71.24)

Board of Adjustments (See Sec. 71.25)

- (b) *Initial assignments of positions and changes.*

- (1) Each member position on each of the itemized committees are hereby assigned to a council district or the mayor as indicated on "Attachment A" which is attached hereto and made a part hereof by reference. The "city council" as used herein shall also include the position of mayor.
- (2) The city council may amend the district assignments at any time by simple motion and approval at any called city council meeting where the subject is posted as a part of the agenda according to law. District assignments and future changes to those assignments shall be maintained by and kept in the office of the city clerk.

(c) *Nominations and appointments.*

- (1) *Notice.* Ninety days prior to the expiration of an appointed term, or immediately after being notified of a mid-term vacancy on any committee, the city clerk shall notify the council member whose district is assigned the position in question, that a vacancy will be or is open on that committee. Included with that notice will be any candidates for nomination that the committee itself may have recommended, any qualifications for the position that may be established by Charter or ordinance, and the meeting schedule of the relevant committee. A copy of the notice shall be provided to all members of the city council at the same time. Further, the City Clerk shall notify the current committee member ninety days prior to the expiration of their appointed term and request the member complete a new application if they desire to continue serving in the same capacity for an additional term. The City Clerk shall provide a copy of the committee member's application, response, or lack thereof, to the council member whose district is assigned the position in question within 30 days of making the request to the committee member.
- (2) *Nominations.* A council member shall have 60 days from receiving the city clerk's notice of a vacancy or pending vacancy for a position assigned to that council member to provide the name of a nominee to the city clerk to be presented to the full city council for consideration of appointment at the next regular scheduled city council meeting following the 60 days. The nominating council member shall provide, along with the name, the address, telephone numbers and qualifications of any nominee or nominees. If the council member assigned to a vacant committee position, or a position scheduled to be vacant because of an expiring term of appointment, fails to provide the city clerk the name and required information within the 60 days following the date of the notice or, in the case of expiring terms, 60 days prior to the term expires, nominations from any council member may be submitted for consideration before or during the meeting which appointments are to be considered.
- (3) *Appointments.* The city clerk shall place consideration of appointments to fill vacancies or pending vacancies for the relevant committees on the next regular city council meeting agenda, following the 30 days of notice to council members. Appointments are made with a majority vote of council attending a meeting.
- (4) *Committee chair responsibilities.* It shall be the responsibility of the chairperson of each committee to guide the committee to enforce any attendance requirements for maintaining committee membership, to notify the city clerk of any mid-term vacancies and to provide the city clerk a record of attendance of the committee members.

(d) *Residency requirement.* All newly appointed committee members must be a resident of the City of La Marque for a period of at least twelve months prior to appointment and shall remain residents during their term; provided, however, Planning and Zoning Commissioners shall not be subject to this requirement, but shall comply with Section 71-24 of the City Code (requiring that all Commission



members “be residents and real property taxpayers of the City of La Marque, and none of whom shall hold any other position in the city government”). Committee nominees shall submit an application prior to being appointed or reappointed to a committee and shall swear under penalty of perjury on their application that they are a resident of the City of La Marque and shall provide at least 2 forms of proof of residency at the time the application is submitted. “Resident” as used in this Section 2.9 shall mean “a person living at a full-time, permanent residential address located inside the City limits of La Marque.” The City Council, upon receipt of a written complaint may require any committee member to provide proof of residency in or all but not limited to the following forms: (i) ownership or lease documents, (ii) copies of active utility accounts, (iii) vehicle registration, (iv) voter registration and/or (v) homestead exemption; provided, Council may elect to utilize a third party investigation, however, no committee member shall be required to provide proof of residency more than three times during the same term, or twice per twelve-month period for any term longer than two years. Council shall be the judge of the qualifications of committee members.

(1) Non-resident committee members as of the date of adoption of this ordinance may serve out their current term, but may not be appointed to an additional term unless approved as a non-resident non-voting member.

(2) Upon the written request and nomination of the Board or Committee Chairperson, a non-resident may be appointed to serve a one-year term as a non-voting member with unanimous approval of council. Committees may not have more than one non-resident non-voting member at a time. To be qualified as a non-resident non-voting member of a committee, the person nominated must have a demonstrated interest and/or subject matter expertise on the work of the committee. A non-resident may be appointed to serve a one-year term as a non-voting member with unanimous approval of council. Non-resident non-voting members must be appointed annually by Council.

- (e) *Term limits.* All appointed committee members may continue to serve as a committee member as long as they complete a new application prior to appointment or reappointment pursuant to this ordinance and are approved by a majority vote of council. Economic development board members are limited to two consecutive six-year terms.
- (f) *Absences.* Four absences within a twelve-month period shall cause removal of the Member as a regular member and the member shall become an alternate; further, the first alternate on the committee shall automatically replace the committee member removed for absences,
- (g) *Committee membership limits.* A person can serve on only one committee at a time but may also serve as an alternate member of another committee. Current members serving on multiple boards as of January 14, 2019 will be allowed to complete current terms for each board served. For appointments to preferred board, members must declare to city which multiple boards will be dropped upon completion of term.



- (h) *Alternates.* "Alternate" committee members shall be members appointed to serve as voting members of the committee in the absence of any regular member. Alternates may, and should, attend all meetings of the committee to which they are appointed and shall be allowed to vote when any regular member is absent. Notwithstanding any other provision of this chapter to the contrary, each Council member may nominate one alternate committee member for each committee member position they are assigned; provided, however, alternates to the Planning and Zoning Commission and Board of Adjustment shall be appointed in accordance with Chapter 71 of the City Code, and alternates to the Building and Standards Commission shall be appointed in accordance with Chapter 14 of the City Code.
- (i) *Ex-officio members.* One Council member or the Mayor may be appointed by City Council to each committee as an ex-officio non-voting member for purposes of providing a liaison between Council and the committee. Ex-officio appointments are made by virtue of the Council member or Mayor's elected position and shall terminate automatically if any ex-officio member ceases to hold an elected position."

**Section 2. Effective Date and Publishing.** This ordinance shall be effective immediately, except where a later date is expressly provided, upon adoption on second and/or final reading after publication and hearing, as provided in Sections 2.17-2.19 of the Charter of the City of La Marque, and publication in accordance with Section 52.013 of the Texas Local Government Code.

**Section 3. Conflict and Repeal.** This ordinance is intended to be cumulative and shall not repeal any previous ordinances except to the extent of an irreconcilable conflict.

**Section 4. 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 shall not affect, impair, or invalidate this ordinance as a whole or any part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED, AND APPROVED** by the City Council of the City of La Marque on First Reading this 29th day of April 2021.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of La Marque on Second and Final Reading this 17th day of May 2021.

CITY OF LA MARQUE, TEXAS:

  
\_\_\_\_\_  
Keith Bell, Mayor

ATTEST: Robin Eldridge

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM: Derra Purnell

Derra L. Purnell, City Attorney