



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
August 14, 2023**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on August 14, 2023, 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://cityoflamarque -org.zoomgov.com/j/1618808925](https://cityoflamarque-org.zoomgov.com/j/1618808925)). 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. PUBLIC HEARINGS
Conduct Public Hearing to hear public input on:

5.I. Ordinance No. O-2023-0005

Establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the fire department

5.II. Ordinance No. O-2023-0006

Issuing a conditional use permit for Hunt Energy Network Battery Storage Facility (Galveston County Property ID #363493)

5.III. Ordinance No. O-2023-0007

Repealing Section 44-2 of the Code of Ordinances, City of La Marque, Texas; making various findings related to the subject and providing for an effective date

6. ORDINANCES

Discussion/ possible action regarding approving:

6.I. Ordinance No. O-2023-0005

Establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the fire department

6.II. Ordinance No. O-2023-0006

Issuing a conditional use permit for Hunt Energy Network Battery Storage Facility (Galveston County Property ID #363493)

6.III. Ordinance No. O-2023-0007

Repealing Section 44-2 of the Code of Ordinances, City of La Marque, Texas; making various findings related to the subject and providing for an effective date

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-2023-0049

Calling a recall election for the position of City Councilmember District C

7.II. Resolution No. R-2023-0050

Calling a Special Election on November 7, 2023 for the unexpired term for Councilmember District C

7.III. Resolution No. R-2023-0051

Authorizing an agreement with Galveston County Elections Division for a Special Election on November 7, 2023

8. APPOINTMENTS

Appointments, reappointments, or removals of any/all boards and commission members

9. NEW BUSINESS

Items presented to the Council for discussion and possible action:

9.I. Interlocal agreement for implementation and operation of GRID System

9.II. Annual Audit FY 2022

Discussion/possible action regarding acceptance of the City of La Marque Audited Comprehensive Annual Financial Report as of September 30, 2022.

9.III. Proposed Tax Rate

Propose A Property Tax Rate Per \$100 Of Taxable Value For Tax Year 2023 And Call A Public Hearing On August 28, 2023

9.IV. La Marque Chargers Contract

Three year contract between City of La Marque and the La Marque Chargers for use of fields at Mahan Park during football season.

9.V. Items for the Good of the Order

10. 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)

11. ACTIONS TAKEN FROM EXECUTIVE SESSION

12. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on August 11, 2023 at 1:00 p.m.

Kierra K. Nance, TRMC
City Clerk

ORDINANCE NO. O-2023-0005

AN ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF LA MARQUE, TEXAS FIRE DEPARTMENT (THE “FIRE DEPARTMENT”).

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the Fire Department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage;

WHEREAS, the City Council of the City of La Marque, Texas desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines.

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

Section 1: The Fire Department shall initiate mitigation rates for the delivery of emergency and non-emergency services by the Fire Department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in “EXHIBIT A”. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in “EXHIBIT A”, which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

Section 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, only when the responsible party(s) are nonresidents of the City of La Marque, Texas, the responsible party(s) will be billed directly.

Section 3: The City Council of the City of La Marque, Texas may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not inconsistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

Section 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

Section 5: It is hereby declared to be the intention of the City Council of the City of La Marque, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance 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 Ordinance.

Section 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Section 7: 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 8: This Ordinance shall be effective on August 15, 2023, 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 AND APPROVED by the City Council of the City of La Marque on First Reading this 24th day of July 2023; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this 14th day of August 2023; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney

EXHIBIT A

MITIGATION RATES

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$321.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$466 plus \$58 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$932 plus \$58 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal

of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,334 plus \$58 per hour per rescue person, plus \$117 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$466 for the first response vehicle plus \$58 per rescue person. Additional rates of \$466 per hour per response vehicle and \$58 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

GAS LEAKS (Natural)

LEVEL 1

(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

LEVEL 2

(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- \$748 per hour, per engine / \$58 per hour, per rescue person.

LEVEL 3

(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- \$932 per hour, per engine / \$58 per hour, per rescue person.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

- 1) Certificate of Occupancy - \$60.00.
- 2) Temporary Certificate of Occupancy - \$60.00.
- 3) After Hours Inspections (after 5:00 p.m. or on weekend)
 - i. \$150.00 per hour for first two hours.
 - ii. \$50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

- 1) 1-10 devices - \$75.00.
- 2) 11-25 devices - \$100.00.
- 3) 26-100 devices - \$200.00.
- 4) 101-200 devices - \$275.00.
- 5) 201-500 devices - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

c) Fire Sprinkler Systems.

- 1) Underground- \$150.00.
- 2) Aboveground, 1-19 heads - \$75.00
- 3) Aboveground 20-100 heads - \$100.00.

- 4) Aboveground, 101-300 heads - \$200.00.
- 5) Aboveground 301-1,000 heads - \$400.00.
- 6) Per head/or each over 1,000 heads - \$1.00.
- 7) Fire Pump, additional - \$150.00.

d) Access Control.

- 1) 1-10 Doors - \$75.00.
- 2) 11-25 Doors - \$100.00
- 3) 26-100 Doors - \$200.00.
- 4) 101-200 Doors - \$275.00
- 5) 201-500 Doors - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

e) Fire Alarm System Permits.

- 1) *Residential Permit Fee - \$50.00 annually.*

i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.

- 2) *Non-Residential Permit Fee - \$100.00 annually.*

f) False Alarm Billing Fee (Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$75.00 per call.

3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.

4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

g) False Alarm Fee (Non-Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$150.00 per call.

3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$500.00 per call.

4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

- 1) 1 - 1,500sq.ft. - \$50.00 annually.
- 2) 1,501 - 3,000 sq. ft. - \$55.00 annually.
- 3) 3,001 - 5,000 sq. ft. - \$60.00 annually.
- 4) 5,001 - 10,000 sq. ft. - \$65.00 annually.
- 5) 10,001 - 25,000 sq. ft. - \$70.00 annually.
- 6) 25,001 - 50,000 sq. ft. - \$75.00 annually.
- 7) 50,001 - 75,000 sq. ft. - \$80.00 annually.

- 8) 75,001 - 100,000 sq. Ft. - \$100.00 annually.
- 9) 100,001 - 200,000 sq. ft. - \$120.00 annually.
- 10) 200,001 sq. ft. and greater - \$280.00 annually.
- i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).**
 - 1) Powders and Solids
 - i. 1,000 lbs. and less - \$25 .00
 - ii. 1,001 - 2,000 lbs. - \$37.50.
 - iii. 2,001 - 5,000 lbs. - \$70.00.
 - iv. 5,001 lbs. and over - \$137.50.
 - 2) Liquids and Gels.
 - i. 25 gallons or less - \$25.00.
 - ii. 26 -100 gallons - \$37.50.
 - iii. 101- 1,000 gallons - \$70.00.
 - iv. 1,001 gallons or more - \$137.50.
- j) Plan Review Fees.**
 - 1) Plan Review - \$60.00.
 - 2) Fire Alarm System - \$70.00.
 - 3) Fire Sprinkler System - \$150.00.
 - 4) Emergency Lighting- \$37.50.
 - 5) Special Lighting - \$30.00.
 - 6) Liquid storage tanks, hazardous materials - \$70.00.
- k) Reinspection Fee - \$60.00.**
- l) Special Permits.**
 - 1) Blasting operation - \$65.00 per day.
 - 2) Pyrotechnic display - \$65.00 per day.
 - 3) Tent permit.
 - i. 1 - 30 days - \$30.00.
 - ii. Each additional 30 days or portion thereof- \$30.00.
- m) Underground Storage Tanks Installation.** The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.
 - 1) 0 - 1,000 gallons - \$50.00.
 - 2) More than 1,000 gallons - \$100.00.
- n) LPG Tank Installation or Removal - \$50.00.**
- o) Special Event Fees.**
 - 1) Fire marshal permit.
 - i. \$125.00 for first day.
 - ii. \$75.00 per each additional day thereafter.
 - 2) Fire marshal on premises - \$65.00 per hour.
 - 3) Standby fire personnel, no apparatus - \$65 .00 per hour (each, three hour minimum).
 - 4) Standby ambulance, with personnel - \$130.00 per hour (three hour minimum).
 - 5) Standby engine or truck, with personnel - \$195.00 per hour (three hour minimum).
- p) State Mandated Inspections.**
 - 1) Hospitals - \$100.00
 - 2) Nursing and long-term care homes - \$75.00.
 - 3) Daycare/Mother's Day out- \$50.00.
 - 4) Foster home or adoptive home - \$10.00.

5) Home inspection (insurance) - \$50.00."

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

ORDINANCE NO. O-2023 -0006

**A ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS ISSUING A
CONDITIONAL USE PERMIT FOR HUNT ENERGY NETWORK BATTERY STORAGE
FACILITY, (GALVESTON COUNTY PROPERTY ID# 363493)**

WHEREAS, The Owner of Block 12 of the William K. Wilson League, Abstract No 208, Section 12 (Galveston County Property ID # 363493) (the “Property”) submitted an application for a Conditional Use Permit for the Property to allow for a battery storage facility.

WHEREAS, the City Council has determined that the establishment, maintenance or operation of this conditional use will not be materially detrimental to, or endanger, the public health, safety, morals, or general welfare;

WHEREAS, the City Council has also determined that the uses, values and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use;

WHEREAS, the City Council has also determined that the establishment of the conditional use will not significantly impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

WHEREAS, the City Council has also determined That the uses, values, and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use; and

WHEREAS, the City Council has also determined that adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided;

WHEREAS, the City Council has also determined that adequate measures have been or will be taken to provide ingress or egress, so designed as to minimize traffic congestion in the public streets; and

WHEREAS, the City Council has also determined that the conditional use shall conform to all applicable yard area regulations of the district in which it is located.

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

Section 1. That the facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. That the City of La Marque, Texas will issue a Conditional Use Permit in accordance with Section 71-6 of the City Code for the construction of a single-family residential dwelling.

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

Section 4. 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.

PASSED AND APPROVED this 10th day of July 2023.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

Keith Bell
Mayor

ATTEST:

Kierra Nance, TRMC
City Clerk

ORDINANCE NO. O-2023-0007

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS REPEALING SECTION 44-2 OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS; MAKING VARIOUS FINDINGS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Section 44-2 of the Code of Ordinances, City of La Marque, Texas establishes a curfew for minors under 17 years of age;

WHEREAS, House Bill 1819 of the 88th Regular Legislative Session of the Texas Legislature prohibits the enforcement of curfews for individuals under 18 years of age;

WHEREAS, House Bill 1819 is effective September 1, 2023; and

WHEREAS, the City Council of the City of La Marque, Texas desires to repeal its curfew for minors under 17 years of age.

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

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Section 44-2 of the Code of Ordinances, City of La Marque, Texas, is repealed in its entirety.

Section 3. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 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 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 5. Publication and Effective Date. This Ordinance shall be effective on August 31, 2023, 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 AND APPROVED by the City Council of the City of La Marque on First Reading this 24th day of July 2023; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, 2023.

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-2023-0005

AN ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF LA MARQUE, TEXAS FIRE DEPARTMENT (THE “FIRE DEPARTMENT”).

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the Fire Department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage;

WHEREAS, the City Council of the City of La Marque, Texas desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines.

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

Section 1: The Fire Department shall initiate mitigation rates for the delivery of emergency and non-emergency services by the Fire Department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in “EXHIBIT A”. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in “EXHIBIT A”, which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

Section 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, only when the responsible party(s) are nonresidents of the City of La Marque, Texas, the responsible party(s) will be billed directly.

Section 3: The City Council of the City of La Marque, Texas may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not inconsistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

Section 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

Section 5: It is hereby declared to be the intention of the City Council of the City of La Marque, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance 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 Ordinance.

Section 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Section 7: 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 8: This Ordinance shall be effective on August 15, 2023, 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 AND APPROVED by the City Council of the City of La Marque on First Reading this 24th day of July 2023; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this 14th day of August 2023; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney

EXHIBIT A

MITIGATION RATES

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$321.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$466 plus \$58 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$932 plus \$58 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal

of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,334 plus \$58 per hour per rescue person, plus \$117 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$466 for the first response vehicle plus \$58 per rescue person. Additional rates of \$466 per hour per response vehicle and \$58 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

GAS LEAKS (Natural)

LEVEL 1

(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

LEVEL 2

(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- \$748 per hour, per engine / \$58 per hour, per rescue person.

LEVEL 3

(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- \$932 per hour, per engine / \$58 per hour, per rescue person.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

- 1) Certificate of Occupancy - \$60.00.
- 2) Temporary Certificate of Occupancy - \$60.00.
- 3) After Hours Inspections (after 5:00 p.m. or on weekend)
 - i. \$150.00 per hour for first two hours.
 - ii. \$50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

- 1) 1-10 devices - \$75.00.
- 2) 11-25 devices - \$100.00.
- 3) 26-100 devices - \$200.00.
- 4) 101-200 devices - \$275.00.
- 5) 201-500 devices - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

c) Fire Sprinkler Systems.

- 1) Underground- \$150.00.
- 2) Aboveground, 1-19 heads - \$75.00
- 3) Aboveground 20-100 heads - \$100.00.

- 4) Aboveground, 101-300 heads - \$200.00.
- 5) Aboveground 301-1,000 heads - \$400.00.
- 6) Per head/or each over 1,000 heads - \$1.00.
- 7) Fire Pump, additional - \$150.00.

d) Access Control.

- 1) 1-10 Doors - \$75.00.
- 2) 11-25 Doors - \$100.00
- 3) 26-100 Doors - \$200.00.
- 4) 101-200 Doors - \$275.00
- 5) 201-500 Doors - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

e) Fire Alarm System Permits.

- 1) *Residential Permit Fee - \$50.00 annually.*

i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.

- 2) *Non-Residential Permit Fee - \$100.00 annually.*

f) False Alarm Billing Fee (Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$75.00 per call.

3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.

4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

g) False Alarm Fee (Non-Residential).

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$150.00 per call.

3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$500.00 per call.

4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

- 1) 1 - 1,500sq.ft. - \$50.00 annually.
- 2) 1,501 - 3,000 sq. ft. - \$55.00 annually.
- 3) 3,001 - 5,000 sq. ft. - \$60.00 annually.
- 4) 5,001 - 10,000 sq. ft. - \$65.00 annually.
- 5) 10,001 - 25,000 sq. ft. - \$70.00 annually.
- 6) 25,001 - 50,000 sq. ft. - \$75.00 annually.
- 7) 50,001 - 75,000 sq. ft. - \$80.00 annually.

- 8) 75,001 - 100,000 sq. Ft. - \$100.00 annually.
- 9) 100,001 - 200,000 sq. ft. - \$120.00 annually.
- 10) 200,001 sq. ft. and greater - \$280.00 annually.
- i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).**
 - 1) Powders and Solids
 - i. 1,000 lbs. and less - \$25 .00
 - ii. 1,001 - 2,000 lbs. - \$37.50.
 - iii. 2,001 - 5,000 lbs. - \$70.00.
 - iv. 5,001 lbs. and over - \$137.50.
 - 2) Liquids and Gels.
 - i. 25 gallons or less - \$25.00.
 - ii. 26 -100 gallons - \$37.50.
 - iii. 101- 1,000 gallons - \$70.00.
 - iv. 1,001 gallons or more - \$137.50.
- j) Plan Review Fees.**
 - 1) Plan Review - \$60.00.
 - 2) Fire Alarm System - \$70.00.
 - 3) Fire Sprinkler System - \$150.00.
 - 4) Emergency Lighting- \$37.50.
 - 5) Special Lighting - \$30.00.
 - 6) Liquid storage tanks, hazardous materials - \$70.00.
- k) Reinspection Fee - \$60.00.**
- l) Special Permits.**
 - 1) Blasting operation - \$65.00 per day.
 - 2) Pyrotechnic display - \$65.00 per day.
 - 3) Tent permit.
 - i. 1 - 30 days - \$30.00.
 - ii. Each additional 30 days or portion thereof- \$30.00.
- m) Underground Storage Tanks Installation.** The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.
 - 1) 0 - 1,000 gallons - \$50.00.
 - 2) More than 1,000 gallons - \$100.00.
- n) LPG Tank Installation or Removal - \$50.00.**
- o) Special Event Fees.**
 - 1) Fire marshal permit.
 - i. \$125.00 for first day.
 - ii. \$75.00 per each additional day thereafter.
 - 2) Fire marshal on premises - \$65.00 per hour.
 - 3) Standby fire personnel, no apparatus - \$65 .00 per hour (each, three hour minimum).
 - 4) Standby ambulance, with personnel - \$130.00 per hour (three hour minimum).
 - 5) Standby engine or truck, with personnel - \$195.00 per hour (three hour minimum).
- p) State Mandated Inspections.**
 - 1) Hospitals - \$100.00
 - 2) Nursing and long-term care homes - \$75.00.
 - 3) Daycare/Mother's Day out- \$50.00.
 - 4) Foster home or adoptive home - \$10.00.

5) Home inspection (insurance) - \$50.00."

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

ORDINANCE NO. O-2023 -0006

**A ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS ISSUING A
CONDITIONAL USE PERMIT FOR HUNT ENERGY NETWORK BATTERY STORAGE
FACILITY, (GALVESTON COUNTY PROPERTY ID# 363493)**

WHEREAS, The Owner of Block 12 of the William K. Wilson League, Abstract No 208, Section 12 (Galveston County Property ID # 363493) (the “Property”) submitted an application for a Conditional Use Permit for the Property to allow for a battery storage facility.

WHEREAS, the City Council has determined that the establishment, maintenance or operation of this conditional use will not be materially detrimental to, or endanger, the public health, safety, morals, or general welfare;

WHEREAS, the City Council has also determined that the uses, values and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use;

WHEREAS, the City Council has also determined that the establishment of the conditional use will not significantly impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

WHEREAS, the City Council has also determined That the uses, values, and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use; and

WHEREAS, the City Council has also determined that adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided;

WHEREAS, the City Council has also determined that adequate measures have been or will be taken to provide ingress or egress, so designed as to minimize traffic congestion in the public streets; and

WHEREAS, the City Council has also determined that the conditional use shall conform to all applicable yard area regulations of the district in which it is located.

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

Section 1. That the facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. That the City of La Marque, Texas will issue a Conditional Use Permit in accordance with Section 71-6 of the City Code for the construction of a single-family residential dwelling.

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

Section 4. 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.

PASSED AND APPROVED this 10th day of July 2023.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

Keith Bell
Mayor

ATTEST:

Kierra Nance, TRMC
City Clerk

ORDINANCE NO. O-2023-0007

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS REPEALING SECTION 44-2 OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS; MAKING VARIOUS FINDINGS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Section 44-2 of the Code of Ordinances, City of La Marque, Texas establishes a curfew for minors under 17 years of age;

WHEREAS, House Bill 1819 of the 88th Regular Legislative Session of the Texas Legislature prohibits the enforcement of curfews for individuals under 18 years of age;

WHEREAS, House Bill 1819 is effective September 1, 2023; and

WHEREAS, the City Council of the City of La Marque, Texas desires to repeal its curfew for minors under 17 years of age.

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

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Section 44-2 of the Code of Ordinances, City of La Marque, Texas, is repealed in its entirety.

Section 3. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 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 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 5. Publication and Effective Date. This Ordinance shall be effective on August 31, 2023, 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 AND APPROVED by the City Council of the City of La Marque on First Reading this 24th day of July 2023; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this ____ day of _____, 2023.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Agenda Item: 7.I.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Calling a recall election for the position of City Councilmember District C

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

RESOLUTION NO 2023-00__

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS CALLING A RECALL ELECTION FOR THE POSITION OF CITY COUNCILMEMBER DISTRICT C; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR SEVERABILITY; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about April 19, 2023, an elector of the City of La Marque, Texas filed an affidavit pursuant to Section 5.13 of the Charter of the City of La Marque, Texas.

WHEREAS, on or about April 19, 2023 the City Clerk of the City of La Marque, Texas delivered the requested petition blanks to the elector in accordance with Section 5.13 of the Charter of the City of La Marque, Texas.

WHEREAS, on or about May 12, 2023 the same elector of the City of La Marque, Texas returned the petition (the "Recall Petition") to the City Clerk of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas promptly commenced her review of the signatures on the Recall Petition to confirm the signatures were of registered voters in the City of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas determined that 115 of the signatures on the Recall Petition were of registered voters in the City of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas determined that 105 signatures were required for a recall petition of the position of City Councilmember District C in accordance with Section 5.14 of the Charter of the City of La Marque, Texas.

WHEREAS, the City Clerk of La Marque, Texas communicated her findings to the City Council on or about May 18, 2023.

WHEREAS, the City Councilmember for District C of the City of La Marque Texas did not resign within five days of the City Clerk of La Marque, Texas delivering her findings to the City Council.

WHEREAS, in accordance with Section 5.15 of the Charter of the City of La Marque, Texas the City Council desires to call a recall election.

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

Section 1. The facts and matters set forth in the recitals of this resolution are hereby found to be true and correct.

Section 2. The Recall Election shall be scheduled for Tuesday, November 7, 2023. Early voting shall be conducted from October 23, 2023 through November 3, 2023.

Section 3. The text of the ballot proposition shall be as follows:

SHALL MICHAEL CARLSON BE REMOVED FROM THE OFFICE OF CITY COUNCILMEMBER DISTRICT C BY RECALL?"

_____ FOR THE RECALL OF MICHAEL CARLSON
_____ AGAINST THE RECALL OF MICHAEL CARLSON

Section 4. The deadline to register to vote in this election is October 10, 2023.

Section 5. The Recall Election shall be conducted by the Galveston County County Clerk's Elections Division. The City Clerk of La Marque, Texas is authorized to contract with the Galveston County County Clerk to conduct the Recall Election.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than that part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares 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.

NOW, DULY PASSED, APPROVED, AND ADOPTED ON THIS _____ day of ____ 2023.

Keith Bell Mayor
City of La Marque, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT

Kierra Nance, TRMC
City Clerk
City of La Marque, Texas

Gus Knebel
Consulting City Attorney
City of La Marque, Texas



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Agenda Item: 7.II.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Calling a Special Election on November 7, 2023 for the unexpired term for Councilmember District C

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

RESOLUTION NO: R-2023-00

RESOLUTION OF THE CITY OF LA MARQUE, TEXAS CALLING A SPECIAL ELECTION ON NOVEMBER 7, 2023 FOR THE UNEXPIRED TERM FOR COUNCILMEMBER DISTRICT C

WHEREAS, Michael Carlson, the Councilmember for District C, submitted his resignation in accordance with Texas Election Code 201.001 on August 4, 2023.

WHEREAS, Section 2.03 of the Charter Agreement for the City of La Marque, Texas requires a special election be held to fill the unexpired term of the Councilmember for District C at the next uniform election date.

WHEREAS, the next uniform election date is November 7, 2023.

WHEREAS, the City Council for the City of La Marque, Texas desires to call a Special Election in accordance with State Law and the Charter Agreement for the City of La Marque, Texas to fill the unexpired term of the Councilmember for District C.

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 Special Election Councilmember District C is scheduled for November 7, 2023. The deadline to file for a place on the ballot is September 6, 2023 at 5:00PM.

SECTION 3. The Special Election Councilmember District C shall be conducted by the Galveston County County Clerk's Election Division. The City Clerk of La Marque, Texas is authorized to contract with the Galveston County County Clerk to conduct the Special Election Councilmember District C.

SECTION 4. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than that part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on this the _____ day of August, 2023.

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: August 14, 2023

Agenda Item: 7.III.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Authorizing an agreement with Galveston County Elections Division for a Special Election on November 7, 2023

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING AN AGREEMENT WITH GALVESTON COUNTY ELECTIONS DIVISION

WHEREAS, the City of La Marque Texas seeks to enter into a formal contract with The Galveston County Elections Division for services relating to the special election being held on November 7, 2023.

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

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

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

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

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the ____ day of _____ 2023.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Agenda Item: 9.I.

Prepared by: _____

Reviewed by: _____

Department: Police

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Prepared by: Chief Randall Aragon

Department: Police

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Interlocal agreement for implementation and operation of the Gulf Region Information and Dispatch (GRID) System.

Attachment: Interlocal agreement for implementation and operation of GRID System

STAFF BRIEFING:

The purpose of GRID is to establish a computer-aided dispatch, records management, mobile computer system, and analytical reporting tools, referred to as the GRID System, serving law enforcement, fire, EMS, and emergency communications for each of the 17 GRID agencies (that includes our police department) specified within the Interlocal agreement for implementation and operation of GRID System.

HISTORY: Our city's current participation in the League City Consortium is currently transitioning from employing the records management company "Central Square (AKA OSSI) to that of Motorola. Consequently, all 17 agencies (including our police department) have determined that this new vendor, serving all as a consolidated project, will better utilize existing personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology.

TARGET IMPLEMENTATION: No later than August 31, 2023 to approve Interlocal Agreement.

SIGNIFICANT ACTION DATES: City Council Meeting of August 14, 2023.

Cost Details:	
Budgeted	0
Actual Bid	



CITY COUNCIL AGENDA FORM

ACTION:

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

Estimated Expenditure	0
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Chief Aragon, his Command Staff, and IT Manager Kyle Hunter, recommend that City Council approve the Interlocal Agreement.

City Attorney, Gus Knebel, has reviewed and approved the Interlocal Agreement.

FISCAL IMPACT: As noted in the Interlocal Agreement relating to the city's pro rata share.

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this 1st day of November, A.D. 2022, by the City of League City, Texas, and _____, both being government entities and/or municipal corporations and/or a political subdivision within the State of Texas and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the government entities of League City, Port of Houston Authority, Morgans Point, Dickinson, Santa Fe, Sugar Land, Texas City, University of Texas Medical Branch Galveston, Seabrook, La Marque, Lakeview, Kemah, Alvin, Deer Park, La Porte, Nassau Bay, and Webster (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges, and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management, and mobile computer system, serving law enforcement, fire, EMS, and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance, and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance, and future expansion of the GRID System; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions, and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management, mobile computer system, and analytical reporting tools, herein referred to as the GRID System, serving law enforcement, fire, EMS, and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on January 1, 2024, and ending on December 31, 2024, and thereafter will automatically renew for successive one-year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the government entity's Chief of Police who participate on the GRID system ("the Board"). In the event a government entity enters or leaves the GRID System, the Police Chief of the law enforcement entity entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Local Agency Systems Administrators" and "GRID Services Global System Administrators". The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings, and accidents. In the event _____ shall allow another agency that is not a party to the GRID system to utilize the system, then _____ is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. ***Should any agency choose not to participate; the costs will be reallocated proportionately to the other agencies.***

Regular GRID System fees shall be assessed at the start of each calendar year. For administration purposes, the GRID System shall operate on a calendar year from January 1, hereafter referred to as the "*Effective Date*", to December 31 of the same year. ***Such assessment shall be approved by majority vote of the governing bodies.***

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming calendar years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software.
- D. Year one payments for Schedule A assessments will be due 30 days after invoice.
- E. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. Board agreement shall be indicated by a majority vote of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the

GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will be responsible for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use Motorola Solutions software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided no less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Shared Agency Agreement between the City of League City, the prospective agency, and Motorola Solutions.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure, workflow, security, and integrity of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. SYSTEM SECURITY:

- A. Global Administrator:** Staff members assigned to the League City Police Department's GRID Services unit will be assigned global system administrator rights and responsibilities. Global Administrators will ensure system integrity, Criminal Justice Information Services ("CJIS") security compliance, perform server administration, database administration, perform advanced system configuration maintenance, and work with local agency administrators to customize system configuration to meet agency expectations.
- B. Local Agency Administrator:** Each agency will identify a local agency administrator who will attend regular system administrator meetings. Local Agency Administrator will be responsible for configuration of agency specific settings, password resets, set permissions, customization, optimization, and will serve as a trouble ticket liaison. Local agency administrators are expected to work closely with global grid administrators and Motorola support staff to accomplish agency goals and directives.
- C. System Permissions and Access:** Access to GRID resources must be in compliance with CJIS security principles of least privilege. Access to criminal justice information from staff not directly employed by a law enforcement agency and in the performance of criminal justice related activities will require written approval from the GRID Chief's board.
- D. API's and Third-Party Interfaces:** Application Programming Interfaces (API's) and third-party interfaces not covered by the Master Customer Agreement with the vendor will be reviewed by the GRID global administrators, the vendor, and CJIS compliance auditors prior to implementation. Third-party interfaces or API's with read only access will only be allowed to connect to non-live replicated data sources upon approval.

E. Advanced Configuration Tools: System tools that are designed to alter or optimize the software beyond its base configuration. Such tools affect system wide changes and have the potential to negatively impact system wide performance by corrupting existing database tables and orphaning records. Advanced configuration tools will be restricted to global administrators to preserve the integrity of the GRID system and prevent costly damages. Global administrators will develop a submission process for system wide changes with local agency administrators to ensure safe and timely system configuration changes.

F. CYBER/PHISHING/VIRUS MITIGATION: The City of League City reserves the right to temporarily disconnect an agency's fiber connection to GRID assets within the City of League City network to mitigate security threats. Fiber connectivity will be restored once the affected agency resolves the identified security threat.

XI. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The Global System Administrators shall have the authority to decide whether any action taken by a local system administrator or agency is an impairment to the system and may order the agency to follow the directive of the Global System Administrators.

XII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XIII. SEVERABILITY:

In the event that one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIV. DISPUTES:

To the extent permissible under the laws and constitution of the State of Texas, any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution.

The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy.

XV. LIMITATIONS:

The Parties are aware there are constitutional and statutory limitations (Limitations) on the authority of _____ to enter into certain terms and conditions that may be part of this Contract, including terms and conditions relating to liens on _____'s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality, and terms and conditions related to Limitations will not be binding on _____ except to the extent authorized by the laws and Constitution of the State of Texas.

XVI. TERMINATION OF PRIOR INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF GRID SYSTEM.

In entering into this Agreement, City of League City and the _____ agree to terminate the existing Interlocal Agreement for Implementation and Operation of GRID System, entered into prior to the new effective date of this Agreement (the "Prior Agreement"). The Prior Agreement shall terminate as of the Effective Date of this new Agreement.

Signed and sealed by the following units of government on the dates set out below:

City of League City

Signature: _____

Signature: _____

John Baumgartner, City Manager

Date: _____

Date: _____

Attachment Estimated "Schedule A"
Example for 2025:



GRID COST MATRIX BY YEAR: 2025

Agency	CFS	Arrests	Accidents	Reports	Total Count	Usage %	Standard Usage Fee	1st Grid Specialist	2nd Grid Specialist	Total Fee
Sugarland	82876	1564	1981	7587	94008	16.19%	\$4,047.25	\$13,760.66	5,000.00	\$22,807.92
League City	64957	2632	2227	5533	75349	12.98%	\$3,243.94	\$11,029.40	5,000.00	\$19,273.35
Texas City	65973	2572		6196	74741	12.87%	\$3,217.77	\$10,940.41	5,000.00	\$19,158.17
LaPorte	50050	1160	839	3741	55790	9.61%	\$2,401.88	\$8,166.41	5,000.00	\$15,568.29
Deer Park	42717	2091	415	4189	49412	8.51%	\$2,127.30	\$7,232.81	5,000.00	\$14,360.11
Alvin	33234	1719	688	3050	38691	6.66%	\$1,665.73	\$5,663.50	5,000.00	\$12,329.23
Webster	29115	1213		3543	33871	5.83%	\$1,458.22	\$4,957.96	5,000.00	\$11,416.18
Dickinson	19892	815	562	2164	23433	4.04%	\$1,008.84	\$3,430.07	5,000.00	\$9,438.91
La Marque	18939	902		2871	22712	3.91%	\$977.80	\$3,324.53	5,000.00	\$9,302.33
Kemah	20612	399		831	21842	3.76%	\$940.35	\$3,197.18	5,000.00	\$9,137.53
Santa Fe	19346	531		1031	20908	3.60%	\$900.14	\$3,060.46	5,000.00	\$8,960.60
UTMB	18626	233	1	928	19788	3.41%	\$851.92	\$2,896.52	5,000.00	\$8,748.44
Port of Houston	15949	68		1343	17360	2.99%	\$747.39	\$2,541.11	5,000.00	\$8,288.50
Seabrook	13942	390		868	15200	2.62%	\$654.39	\$2,224.94	5,000.00	\$7,879.33
Nassau Bay	7323	228		664	8215	1.41%	\$353.67	\$1,202.49	5,000.00	\$6,556.17
Lakeview	6260	37	35	391	6723	1.16%	\$289.44	\$984.10	5,000.00	\$6,273.54
Morgans Point	2566	28	5	48	2647	0.46%	\$113.96	\$387.46	5,000.00	\$5,501.42
Total	512377	16582	6753	44978	580690	100.00%	\$25,000.00	\$85,000.00	85,000.00	\$195,000.00



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Prepared by: Suzy Kou

Department: Finance

Agenda Item: 9.II.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Discussion/possible action regarding acceptance of the City of La Marque Audited Comprehensive Annual Financial Report as of September 30, 2022.

STAFF BRIEFING:

It is a required procedure to have the city's financials audited by independent auditors and present to Council each fiscal year.

HISTORY:

FISCAL IMPACT:



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Agenda Item: 9.III.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Propose A Property Tax Rate Per \$100 Of Taxable Value For Tax Year 2023 And Call A Public Hearing On August 28, 2023

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Prepared by: Mikala Halbrook

Department: Administration

Agenda Item: 9.IV.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Three year contract between City of La Marque and the La Marque Chargers for use of fields at Mahan Park during football season.

STAFF BRIEFING:

Three year contract between City of La Marque and the La Marque Chargers for use of fields at Mahan Park during football season.

HISTORY:

FISCAL IMPACT:

La Marque Chargers will pay \$200 per month to the City of La Marque for exclusive use of the football fields during the football season. Over three years, the total compensation will be \$1,200.

CITY OF LA MARQUE AGREEMENT FOR USE OF CITY LAND FOR ATHLETIC FUNCTIONS

Section 1. Parties. This Agreement ("Agreement" is made by and between the City of La Marque, Texas ("City") and La Marque Chargers ("Licensee").

Section 2. City hereby grants Licensee non-exclusive permission to use the fields located at Mahan Park in the City of La Marque, Texas (the "Facilities") for the hosting of sanctioned youth football games.

Section 3. Consideration. As consideration for the use of the Facilities, Licensee shall pay City the sum of \$200.00 per month of usage. Payment shall be made as follows: rent for August 16th, 2023 through October 16, 2023, shall be due upon execution of this Agreement and thereafter monthly on the first of each month. City may terminate this Agreement for nonpayment of the fees contained herein upon five days written notice to Licensee.

Section 4. Term and Termination. This Agreement shall last for a period of three (3) years commencing on August 16, 2023 and terminating on August 16, 2026. Notwithstanding the foregoing the City may at any time on at least 30 days' advance written notice to Licensee terminate Licensee's rights to use the Facilities. Licensee shall provide the City Manager or his designee with a schedule of days Licensee will use the Facilities. During this time, Licensee will have first right of use of the Field(s). Within 30 days after this Agreement is executed by all parties, Licensee shall deliver to City the dates it wishes to use the Fields. Subject to City's acceptance of such dates Licensee shall have exclusive use of the Fields on those dates. When Licensee is not using the facilities for practices and/or games, the Facilities may be used by the general public for recreational purposes. Licensee shall not sublet the Facilities to any other organization for any purpose without the express written consent of City which may be withheld for any reason or no reason.

Section 5. Actions upon Termination and Indemnity. Upon termination or expiration of this Agreement, Licensee shall relinquish use and possession of the Facilities to City and leave all fixtures and improvements placed on the Facilities at the Facilities and upon acceptance by City said fixtures and improvements, including appliances, shall become the property of City. Licensee shall not make any improvements to the Facilities without the prior written approval of City which may be withheld for any reason. City owes no duty and disclaims all duties related to the safety of equipment or any property left or stored at the Facilities by Licensee.

Licensee shall defend, indemnify and hold harmless City from any and all liabilities for payment of any obligations incurred by Licensee or due to any improvements placed upon the Facilities. Licensee shall not encumber in any manner nor permit a lien of any type to be placed on the Facilities and Licensee shall defend, indemnify, and hold harmless City from all financial obligations, encumbrances, or liens placed on the Facilities as a result of the actions of Licensee. This section shall survive any termination of this Agreement.

Section 6. Concession Stand. Licensee shall be permitted to operate a concession stand to seek food and non-alcoholic beverages during the period one hour immediately before athletic events until one hour immediately after the end of each athletic event at the Facilities. Licensee shall operate the Concession Stand described herein in accordance with all applicable laws, ordinances, and regulations.

Section 7. Equal Opportunity. Licensee shall not discriminate against any person on the basis of race, religion, sex, age, disability, or national origin.

Section 8. Maintenance and Responsibility. Licensee may provide supplemental mowing of the Facilities at its own expense. Licensee shall at its own expense be responsible for any necessary preparation of the Facilities.

Section 9. Commercial Advertising. Licensee shall present potential sponsors to City for the Facilities. All sponsor advertising shall be in good taste and subject to approval of City which shall be granted or withheld at the City's sole discretion.

Section 10. Annual Report and Financial Statement. Licensee shall provide City Manager or his designee a financial statement of the prior calendar year's operations by April 15 of each successive year.

Section 11. Insurance and Indemnification. Licensee shall release, defend, and hold harmless City, its officers, elected officials, employees, representatives, and agents from and against any and all costs, claims, and damages (including attorneys' fees) that may be caused by the use of the Facilities. Licensee shall defend, indemnify, and hold harmless City from any and all claims, costs, expenses, judgments and causes of action arising out of or in any way related to anyone's use of the Facilities. Licensee shall also obtain and maintain a general liability insurance policy naming City as an additional insured in an amount of not less than \$1,000,000.00 per person for bodily injury, not less than \$1,000,000.00 for property damage and e of not less than \$1,000,000.00 per occurrence. This section shall survive any termination of this Agreement.

Section 12 Validity. Each section, subsection, provision, requirement, and restriction established by this Agreement is independent and the holding of any part of this Agreement to be unconstitutional, ineffective, or invalid for any cause shall not affect or render invalid any other part of the Agreement or amendments hereto.

Section 13 Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement.

Section 14 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement is performable in Galveston County, Texas and all disputes arising out of this Agreement shall be submitted to a court sitting in Galveston County Texas. In the event of any dispute arising out of this Agreement City shall be entitled to recover its reasonable attorneys' fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

Section 15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Licensee shall not assign this Agreement without the prior written consent of City which may be withheld for any reason.

Section 16 Counterparts. This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same document.

Section 17 Promotion. The Licensee shall use its best efforts to promote the City of La Marque, TX when advertising for events occurring at the Facilities.

Section 18 Employment. The Licensee shall use its best efforts to employ citizens of the City and utilize the services of businesses located in the City.

Section 19 Notices. All notices required to be sent under this Agreement shall be sent to the following addresses:

Licensee

City:

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

With a copy to:

1111 Bayou Road
La Marque, TX 77568
Attn: Public Works Director

SIGNATURE PAGE

Licensee

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

With a copy to:
1111 Bayou Road
La Marque, TX 77568
Attn: Public Works Director

Executed this _____ day of _____, 2023.

Licensee

City

By: _____
Its: _____

By: Cesar Garcia
Its: City Manager

ATTEST:

By: Kierra Nance
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: August 14, 2023

Agenda Item: 9.V.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT: