



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
November 13, 2023**

1. Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **November 13, 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**. 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. PRESENTATIONS
 - 4.I. Oath of Office - Councilmember District C, Melanie Leyva Allred
 - 4.II. Communications Update - City App and Website
5. 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.

6. MINUTES

6.I. Special City Council Minutes 10.23.2023

6.II. Regular City Council Minutes 10.23.2023

6.III. Regular City Council Minutes 07.10.2023

6.IV. Special Joint City Council & EDC Minutes 09.25.2023

6.V. Regular City Council Minutes 06.12.2023

6.VI. Regular City Council Minutes 02.13.2023

7. PUBLIC HEARINGS

Conduct Public Hearing to hear public input on:

7.I. Ordinance No. O-2023-0012

Amending the City's Zoning Map and Comprehensive Plan by changing the zoning district for a tract of land commonly known as 1005 Bayou Road

8. ORDINANCES

Discussion/ possible action regarding approving:

8.I. Ordinance No. O-2023-0012

Amending the City's Zoning Map and Comprehensive Plan by changing the zoning district for a tract of land commonly known as 1005 Bayou Road

THIS IS THE SECOND AND FINAL READING

9. RESOLUTIONS

Unless otherwise specified, the City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.

9.I. Resolution No. R-2023-0071

Accepting the results of the 2021-2022 Audit Report

9.II. Resolution No. R-2023-0072

Casting votes for the Board of Directors of the Galveston Central Appraisal District for a two-year term

9.III. Resolution No. R-2023-0073

Authorizing suspension of December 4, 2023, the effective date of the statement of intent of Centerpoint Energy to change rates in the Texas Division

9.IV. Resolution No. R-2023-0074

Approving a Final Plat for Ambrose Section 3

9.V. Resolution No. R-2023-0075

Authorizing a 2024FY Purchase Order issued to Adico Engineers, LLC for Engineering Consulting services.

9.VI. Resolution No. R-2023-0076

Authorizing a Purchase Order to Core & Main LP for Pipeline Repair Materials in the amount of \$75,000 for 2024 Fiscal Year

9.VII. Resolution No. R-2023-0077

Authorizing Atlas Copco Air Plan for Blower replacement at the Wastewater Treatment Plant (WWTP)

9.VIII. Resolution No. R-2023-0078

Authorizing the issuance of a Rebid for an Associate Judge

9.IX. Resolution No. R-2023-0079

Canvassing the election returns and declaring the results of the Special Election held on November 7, 2023

10. CITY MANAGER REPORT

LMPD Quarterly Report to City Council

10.I. LMPD Quarterly Report

10.I. LMPD Crime Statistics--Effective October 31, 2023

10.II. Final Acceptance of TCEQ SEP Agreement

The Texas Commission on Environmental Quality (TCEQ) accepted and approved the closure of an Agreement to restore the elevated storage tank located by the former Greyhound Park.

10.III. Award of Texas Department of Transportation - Transportation Alternatives (TA) Grant

The City recently received notification that the Application submitted for the Emancipation Trail Sidewalk Project was approved for funding. City of La Marque's proposed Emancipation Trail Shared Use Path application has been awarded a 100% Engineering and Construction Grant. The project will construct 6-foot-wide and 10-foot-wide shared-use paths along SH 3 from FM 1765 to FM 519 for a total length of 1.9-miles. This project will cover a segment of the proposed 51-mile Emancipation Historical Trail linking Houston and Galveston. The project will also add crosswalks, ADA ramps, signage and make improvements for transit with durable concrete platforms on the roadway for buses.

10.IV. TNMP-SCORE/CitySmart Program

10.V. Submission of HGAC Solid Waste Management Grant Application
Grant Submission

10.VI. Submission of NRPA Supporting Healthy Aging in Parks & Recreation 3.0 grant opportunity

Grant Submission

10.VII. TIRZ Update

11. NEW BUSINESS

Items presented to the Council for discussion and possible action:

11.I. Request for Proposal

Discussion / Possible Action to approve the release of Request for Proposal for the Construction of the Main Street Sanitary Sewer Repair Project

11.II. Request for Proposal

Discussion / possible action regarding authorizing a Request for Proposal for a Grant Administrator to submit an Application for Grant Funding for a Flood Mitigation Assistance Project through Texas Water Development Board funded by the Federal Emergency Management Administration

11.III. Request for Qualifications

Discussion/ possible action regarding the issuance of a Request for Qualifications for City Attorney/ Legal Services

11.IV. Notice of Funding Opportunity for the FY 2023 Thriving Communities Program

11.V. Cancellation of Meeting

Discussion/ possible action regarding the cancellation of the Regular City Council Meeting on December 25, 2023

11.VI. Discussion / Possible Action regarding the job description for the Deputy City Manager position

12. APPOINTMENTS

Appointments, Reappointments, or Removals of members of Boards and Commissions

13. REQUESTS AND ANNOUNCEMENTS

Council requests for future agenda items and announcements regarding future City Events

13.I. Clean Coast Texas Collaborative Green Infrastructure Workshop on 11/14/23 from 9am to Noon

14. 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)

14.I. Consultation w/ Attorney (551.071)

Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873) in the District Court for the District of South Carolina, Master Docket Number 2:18-MN-2873-RMG

14.II. Consultation w/ Attorney (551.071)

Consultation with Attorney regarding Adrian Jones vs City of La Marque Texas Cause Number CV 3:23-CV-00065 in the Southern District of Texas, Galveston Division

15. ACTIONS TAKEN FROM EXECUTIVE SESSION

15.I. Consultation w/ Attorney (551.071)

Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873) in the District Court for the District of South Carolina, Master Docket Number 2:18-MN-2873-RMG

16. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas before 5:30 p.m. on November November 10, 2023.

Kierra K. Nance, TRMC
City Clerk

In the name and by the authority of

The State of Texas

OATH OF OFFICE

"I, Melanie Allred, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Councilmember, District "C" of the City of La Marque, State of Texas, **and will to the best of my ability, preserve, protect and defend the Constitution and Laws of the United States and of this State and the Charter and Ordinances of this city;** and, I furthermore solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money or valuable thing, or promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, to secure my appointment. ***So help me God.***"

Affiant

SWORN TO and subscribed before me by affiant on the 13 day of November 2023.

Signature of Person Administering Oath

Printed Name

Title



CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MINUTES
of
October 23, 2023

1. CALL MEETING TO ORDER
Mayor Bell called the meeting to order at 4:04 p.m.
2. ROLL CALL
All members of the Council were physically present, except Councilmember Carlson, with Councilmember Ross arriving at 4:07 p.m.
3. EXECUTIVE SESSION
***Mayor Bell recessed the meeting at 4:07 p.m.*
 - 3.I. Section 551.074 (Personnel Matters)
 - 3.II. Section 551.074 (Personnel Matters)
 - 3.III. Section 551.074 (Personnel Matters)
 - 3.IV. Section 551.074 (Personnel Matters)
4. ACTIONS TAKEN FROM EXECUTIVE SESSION
***Mayor Bell reconvened the Special Meeting at 6:04 p.m.*
 - 4.I. Section 551.074 (Personnel Matters)
No action was taken.
 - 4.II. Section 551.074 (Personnel Matters)
Councilmember Yancy made a motion to continue legal services from MillsShirley LLC and also issue an RFP for legal services. Councilmember Ross seconded the motion. **MOTION CARRIED WITH 3 AYES AND 1 NAY (COMPIAN).**
 - 4.III. Section 551.074 (Personnel Matters)
Mayor Pro Tem Compian made a motion to appoint an ad hoc committee of two councilmembers, himself and Councilmember Yancy, to review contract adjustments and return to council. Councilmember Yancy seconded the motion. **MOTION CARRIED UNANIMOUSLY.**
 - 4.IV. Section 551.074 (Personnel Matters)
No action was taken.

5. ADJOURNMENT

Mayor Pro Tem Compian made a motion to adjourn. Councilmember Yancy seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

***Meeting was adjourned at 6:09 p.m.*



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MINUTES
of
October 23, 2023**

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:10 p.m.

2. ROLL CALL

All members of Council were present with the exception of Councilmember Carlson.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Yancy gave the invocation, and City Manager Garcia led the pledge.

4. PRESENTATIONS

4.I. Proclamation- Municipal Court Week

Leslie Zuniga, Juvenile Case Manager, and Russell Washington, City Marshall, accepted a proclamation celebrating Municipal Court Week.

4.II. Brookswatson & Co.

Mike Brooks of Brookswatson & Co. gave a short summary of the 2022 annual audit. Mayor Pro Tem Compian asked for clarity regarding a typo on page 8 of the report, minimum reserve funds, resolution of findings, and questioned areas of opportunity.

Finance Director Turner said she intends to have a corrective action plan concerning the finding ready for presentation at the December City Council Meeting.

Councilmember Yancy requested that the City Manager work towards returning the city to a 90-day fund balance.

Mayor Bell clarified that the Council does not have any role in the day-to-day financial operations in a Council-Manager form of government. He also asked for clarity in relation to a negative net change in fund balances shown in the summary. It was determined this was in part due to the reduction of property tax revenue, and also general accounting practices. He also clarified some language used in the report for the public.

A brief discussion regarding the Utility Fund ensued followed by a discussion relating to the deviation from the customary Annual Comprehensive Financial Report.

4.III. La Marque Safe City Initiative

Chief Randall Aragon and Dr. Shannon Davenport thoroughly updated the Council on the progress of the Safe City Initiative.

5. CITIZENS PARTICIPATION

- Cassandra Lafferty (1302 Ross) addressed the council regarding a continued issue with her water bill, sharing that a kindhearted resident paid their water bill for them.
- Joseph Lowry (2503 Cedar Dr) spoke about his belief that the crime rates reported by the police department are inaccurate. He spoke regarding the audit process and body cam footage.
- Robert Michetich (24 N Curlew) spoke regarding the absence of the TIRZ Presentation on the agenda, not having all bid submissions available to the public, and his thoughts on the financial audit.
- Re'Chard Loftis (309 Johnson) spoke regarding equal pay for staff members, citing that a significant portion of the staff is underpaid.

6. MINUTES

6.I. Regular City Council Minutes 10.09.2023

Mayor Pro Tem Compian made a motion to approve the Regular City Council Minutes of October 9, 2023. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

7. RESOLUTIONS

7.I. Resolution No. R-2023-0065

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0065. Mayor Pro Tem Compian seconded. **MOTION CARRIED UNANIMOUSLY.**

7.II. Resolution No. R-2023-0066

This item was tabled.

Mayor Pro Tem Compian made a motion to table this item. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

7.III. Resolution No. R-2023-0067

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0067. Councilmember Yancy seconded. After a brief discussion regarding supporting documents, **MOTION CARRIED UNANIMOUSLY.**

7.IV. Resolution No. R-2023-0068

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0068. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

7.V. Resolution No. R-2023-0069

Melissa Washington of the Texas General Land Office thanked the city for their patience throughout the process and briefly explained the process to the

community.

Discussions relating to the bid process and history between the city and the bidders ensued.

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0069. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

7.VI. Resolution No. R-2023-0070

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0070 with clarifying language that this is authorizing Alternate #10 at a cost of \$1,667,546.10. Councilmember Yancy seconded.

Mayor Pro Tem Compian asked a clarifying question regarding the supporting document.

MOTION CARRIED UNANIMOUSLY.

8. CITY MANAGER REPORT

Stood as submitted.

***Mayor Pro Tem exited the room at 8:02 p.m. and returned at 8:06 p.m.*

8.I. September EDC Sales Tax Report

8.II. La Marque Library September 2023 Statistics

8.III. La Marque Municipal Court September 2023 Statistics

8.IV. La Marque Crime September 2023 Statistics

8.V. Brookswatson Engagement Letter

8.VI. Rural and Small Department Violent Crime Grant Award Letter

8.VII. Bayou Park Capital Improvements

9. NEW BUSINESS

9.I. Waive Highland Bayou Park Pavilion Fee

Mayor Bell requested an official waiver request document for the future.

Mayor Pro Tem Compian requested that a car count be included in the events policy to determine the economic impact of such events.

Mayor Pro Tem Compian made a motion to authorize a waiver of the Highland Bayou Park Pavillion Rental Fee for Da Krewe du Roux on November 11, 2023. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

9.II. Municipal Judge RFP

No action was taken.

9.III. Abormal Water Consumption

After a lengthy discussion, it was determined that the policy needs to be updated and published to the community.

Mayor Pro Tem Compian motioned to direct the City Manager to update the Abnormal Water Consumption Policy and return it to the Council and grant the City Manager autonomy to make such adjustments in the interim. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

9.IV. Cancellation of Meeting

Mayor Bell informed the public that this is a customary practice when the Council has two monthly meetings.

Councilmember Yancy made a motion to cancel the meeting on November 27, 2023. Mayor Pro Tem Compian seconded. **MOTION CARRIED UNANIMOUSLY.**

9.V. Items for the Good of the Order

Councilmember Ross shared that he had a great weekend at Bayou Fest. The VFW Christmas Party is December 9th and is open to the public. Veteran's Day event information is forthcoming.

Councilmember Yancy shared that Thursday is Trunk or Treat at the La Marque Public Library from 5:30 p.m. to 7:30 p.m. She thanked the Council for approving the civility resolution and thanked the Parks Board and Keep La Marque Beautiful for their hard work. So many exciting things are coming to the city, and she wants to be a part of it. She thanked residents for their support and will to push La Marque to new heights. She also announced that residents of District A won the Bayou Fest Cookoff.

Mayor Pro Tem Compian thanked REACT members for the outstanding job at Bayou Fest and invited the community to join the organization. He also shared his experience at Bayou Fest, thanking all who participated. He prays that the city continues to "be good neighbors."

Mayor Bell spoke regarding the "invasion of mosquitoes," sharing that sooner rather than later the city will have the ability to combat this issue. Gave a brief recap of the events from the previous week, such as the Small Business Initiative event, Domestic Violence Awareness Vigil, and Bayou Fest. Reiterated that the City has once again received an Unmodified Financial Audit, and the Safe City Initiative Report showed a reduction in crime. He also shared that this day is the first day of early voting.

City Manager Garcia announced the voting hours and the Clean Coast Texas Collaborative Green Infrastructure Workshop on November 14.

10. EXECUTIVE SESSION

There was no executive session.

11. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

12. ADJOURNMENT

- . Councilmember Yancy made a motion to adjourn. Mayor Pro Tem Compian seconded.

MOTION CARRIED UNANIMOUSLY.

Kierra K. Nance
City Clerk

Keith Bell, Mayor



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MINUTES
of
July 10, 2023**

Minutes of a **Regular Meeting**, held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas** as **well as via videoconference hosted through Zoom** on **July 10, 2023**, beginning at **6:00 PM** :

7/10/2023 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:02 p.m.

2. ROLL CALL

All members of Council were present with Councilmember Carlson attending virtually from 208 Washington St Mosier, Or.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Yancy gave the invocation and Councilmember Ross led the pledge.

4. PRESENTATIONS

4.I. Chosen Ones Outreach Ministries

Representatives of Chosen Ones Outreach Ministries introduced their organization and the many community resources they provide.

Council welcomed the organization and thanked Mayor Pro Tem Compian for bringing this organization to the City.

5. CITIZENS PARTICIPATION

James Osteen (2012 Jeridona) spoke regarding errors he found in newspaper postings, requested denial of the 90-day Republic contract, and questioned the cost of the Blower Replacement item later in the agenda.

Re'Chard Loftis (309 Johnson) spoke about Keep La Marque Beautiful attending the Keep Texas Beautiful Conference. He thanked the commissioners and the City Manager for attending the conference. He is looking forward to implementing some of the programs and processes that were learned at that event. He also spoke regarding Code Enforcement and the need for improved communication.

6. MINUTES

Mayor Pro Tem Compian made a motion to approve all minutes as submitted. Councilmember Yancy seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

7. ORDINANCES

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

After much discussion, Mayor Pro Tem Compian made a motion to adopt Ordinance No. O-2023-0005. Councilmember Ross seconded the motion.

Mayor Pro Tem Compian made a motion to amend Section 2 to include language that clarifies that the city will only bill nonresidents directly, whereas resident services will only be billed to insurance companies.

At the recommendation of Fire Chief Merryman discussions relating to including terms of service, 1 year with automatic renewals, to the ordinance ensued. Mayor Bell shared discomfort with making such a large amendment when the Council did not have the terms and conditions in front of them.

Mayor Pro Tem Compian withdrew the previous motions.

Mayor Pro Tem Compian made a motion to table the item. Councilmember Yancy seconded the motion.
MOTION CARRIED UNANIMOUSLY.

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

City Manager Garcia spoke to say that staff has met with representatives of Hunt Energy and many of the concerns had been addressed. Mr. Thomas Ault represented Hunt Energy.

Fire Chief Merryman, City Attorney Knebel, and Development Services Director Van Stavern all spoke to share that their concerns had been alleviated. Fire Chief Merryman included that the Hunt Energy team has agreed to work with the Fire Department on site-specific training to be held annually.

Councilmember Carlson shared his concerns with a lack of sprinkler system in their facility. Mr. Ault shared that it is recommended not to place water on the system as it could increase the volatility.

Mayor Pro Tem Compian shared that La Marque is traditionally a "bedroom" community, "let Texas City take it", and he does not like the idea of La Marque being a trial. He feels that there is no benefit to the city.

Mr. Ault shared that his company has over 25 sites online currently and there are hundreds in the state of Texas. One battery could power between 6000-8000 homes for an hour.

Discussions relating to the purpose of the battery and grid stability ensued. The purpose of the battery is to reduce the frequent surges that happen within the system.

Councilmember Ross simplified the process to state that the purpose of the battery is not to support the city fully but to prevent brownouts.

Mayor Pro Tem Compian shared his continued displeasure with this facility and does not support it.

Mayor Bell spoke to say that while some may find this type of project alarming or concerning, it is the right of the developer to develop their property as they choose so long as it is not illegal.

Councilmember Yancy made a motion to approve Ordinance No. O-2023-0006. Councilmember Ross seconded the motion. **MOTION CARRIED 3 AYES AND 2 NAYS (COMPIAN/CARLSON).**

8. RESOLUTIONS

8.I. Resolution No. R-2023-0042

***Mayor Bell abstained from the vote, citing a conflict of interests.*

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0042. Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY.**

8.II. Resolution No. R-2023-0043

Mayor Pro Tem Compian requested language to affirm that all maintenance responsibilities are the responsibility of Atlas Copco.

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0043 with the recommendations as provided by Mayor Pro Tem Compian. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

8.III. Resolution No. R-2023-0044

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0044. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

8.IV. Resolution No. R-2023-0045

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0045. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

8.V. Resolution No. R-2023-0046

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0046. Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY.**

8.VI. Resolution No. R-2023-0047

***Mayor Pro Tem Compian abstained due to a conflict of interest.*

Councilmember Ross made a motion to adopt Resolution No. R-2023-0047. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

8.VII. Resolution No. R-2023-0048

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0048. Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY.**

9. CITY MANAGER REPORT

Stood as submitted.

10. NEW BUSINESS

10.I. Budget Workshop Dates

Councilmember Yancy shared that she has conflicts with the start times.

No action was taken on this item.

10.II. Request For Proposal

Councilmember Yancy made a motion to authorize the issuance of a Request for Proposal for Planning and Management Professional Services. Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY.**

10.III. Wastewater Discharge Agreement

After a brief history of the previous agreement and current processes used by both parties, much discussion was held regarding safeguarding the city's water system.

Councilmember Yancy made a motion to table. Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY.**

10.IV. Items For The Good Of The Order

Councilmember Ross announced a clean-up event on the following Saturday while also sharing his respects and condolences for Private Nelson, who was laid to rest earlier in the day.

Councilmember Yancy shared that she enjoyed the Life and Liberty event and requested ditch clearing in District A. She also shared that a clean-up for District A is in discussion, requested community standards of

professional decorum, and asked the community to be extra vigilant with their children around water this summer.

Councilmember Carlson thanked the Building Standards Commission and the staff for their hard work. He asked that the the fire department not take it personally that he is hard on them, he respects everything that they do.

Mayor Bell reiterated that there is a cleanup on the following Saturday in District D and that budget workshops are forthcoming. He asked the community to participate and share their input. He also, requested an update on the mosquito truck.

10.V. Upcoming Events

City Manager Garcia announced Car seat check on July 15, 2023, by the La Marque Fire Department, and future parks groundbreaking are underway.

11. EXECUTIVE SESSION

There was no executive session.

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

13. ADJOURNMENT

Councilmember Yancy made a motion to adjourn. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

*****MEETING WAS ADJOURNED AT 9:01 p.m.***

Keith Bell

Mayor

Kierra K. Nance, TRMC

City Clerk



**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL JOINT MEETING MINUTES
of
September 25, 2023**

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 1:06 p.m.

2. ROLL CALL

COUNCIL:

KEITH BELL

JOE COMPIAN

KIMBERLEY YANCY

MICHAEL CARLSON - *ABSENT*

JAMES ROSS

MAYOR

MAYOR PRO TEM

COUNCILMEMBER DIST. A

COUNCILMEMBER DIST. C

COUNCILMEMBER DIST. D

EDC:

GENE SMITH

CLEVELAND LANE (1:09 P.M.)

JAMES OSTEEN

TRACIE STEANS

BOBBY HOCKING -*ABSENT*

CHAIRMAN

SECRETARY

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

STAFF:

CESAR GARCIA

GUS KNEBEL

KIERRA NANCE

ALEX GETTY

MANDY WOODBURN

KYLE HUNTER

CITY MANAGER

CONSULTING CITY ATTORNEY

CITY CLERK

EDC DIRECTOR

EDC PUBLIC RELATIONS SPECIALIST

SYSTEM ADMINISTRATOR

3. NEW BUSINESS

3.1. Mission, Vision, and Goals

Director Getty read the Economic Development Corporation mission statement.

Board member Osteen identified that any goals that are set should be attainable. Upon looking at the previous strategic plan, the goals were unattainable.

Mayor Bell clarified that under the leadership of the late Chairman Crowder, the EDC primarily focused on revitalizing residential areas. However, special interests

should be taken in the I45 corridor moving forward.
Discussions regarding opportunity areas and refocusing priorities ensued.
Discussed changes made in the EDC, such as marketing techniques, increasing reach, and incentives.

It was clarified that the new mission should be to increase sales tax as the city is looking to reduce its reliance on property tax and increase reliance on sales tax. Increasing focus on bringing retail into the I45 and Hwy 3 corridors. Also, incentivizing owners to better use underutilized historic properties.

Councilmember Yancy made a motion to direct EDC personnel to draft a mission, vision, and goals for approval by the EDC and the council. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

3.II. Roles and Responsibilities

Discussions relating to the difference between a "Type A" and "Type B" Economic Development Corporation ensued, as well as the positives and opportunities associated with a "Type B" corporation.

Mayor Pro Tem Compian requested a formal presentation by City Attorney and City Manager relating to Type A and B Corporations, as well as the roles of the EDC and the Council. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

3.III. La Marque 2050 Plan

Councilmember Yancy made a motion to direct the City Manager to work with the EDC to develop an RFP not to exceed \$40,000 for the creation of the La Marque 2050 plan. Councilmember Ross seconded.

Board Member Osteen requested that the previous strategic plan be revisited.

MOTION CARRIED UNANIMOUSLY.

3.IV. Programming

After much discussion, Mayor Pro Tem Compian made a motion to direct the EDC to develop and present to the Council a business beautification program.

Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

3.V. Real Estate

Discussions regarding updating ordinances to enhance vacant properties ensued and the opportunities created by the large land mass of the city.

Councilmember Yancy made a motion to direct the EDC to engage in preliminary discussions with the owners of 281 Laurel regarding a potential public-private partnership. Councilmember Ross second. **MOTION CARRIED UNANIMOUSLY.**

Mayor Bell made a motion motion to direct the EDC to organize a small business communications system. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

Councilmember Yancy made a motion to direct the EDC to engage TCISD in preliminary discussions regarding excess property. Councilmember Ross seconded.
MOTION CARRIED UNANIMOUSLY.

3.VI. Collaboration and Partnership

Discussions relating to partnering with other organizations to increase business opportunities.

Mayor Bell made a motion to direct staff and the EDC to explore any potential partnerships or collaborations to enhance economic development. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

4. ROUNDTABLE DISCUSSION

Discussions relating to historic designations, the Market on 3 property, maintaining an affordable community through planned development, identifying the EDC as a volunteer board during communications, and sharing the story of the city.

Board Member Osteen requested a quarterly joint meeting.

5. EXECUTIVE SESSION

There was no executive session.

6. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

7. ADJOURNMENT

Councilmember Yancy made a motion to adjourn. Councilmember Ross seconded.
MOTION CARRIED UNANIMOUSLY.

***Meeting was adjourned at 4:01 P.M.*



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MINUTES
of
June 12, 2023**

Minutes of a **Regular Meeting**, held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas** as **well as via videoconference hosted through Zoom** on **June 12, 2023**, beginning at **6:00 PM** :

6/12/2023 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:03 p.m.

2. ROLL CALL

All members of the Council were present, with Councilmember Carlson arriving virtually at 6:05 p.m. from 208 Washington St. Mosier, Oregon.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bell gave the invocation, and Councilmember Ross led the pledge of allegiance.

4. PRESENTATIONS

Mayor Bell, with the assistance of Councilwoman Yancy, presented the family of Mr. Alexander Pratt with a proclamation honoring his life and legacy.

Vera Gary of the 1867 Settlement received the Juneteenth Proclamation.

Kerry Chandler, a local member of the LGBT+ community, received the annual Pride Proclamation.

Councilwoman Yancy received a proclamation for her hard work and dedication to the Stop the Violence initiative.

City Manager Garcia introduced the 2023 Summer Internship Class.

5. CITIZENS PARTICIPATION

- Re'Chard Loftis (309 Johnson) spoke regarding a budget request for Code Enforcement and Public Works. He believes that both departments really need bodies and dollars, meaning more people and more money in their pockets. We are losing good people.
- Robert Michetich (24 N Curlew) spoke regarding the recall for Councilmember Carlson, asking that he step down.

6. MINUTES

Councilmember Carlson made a motion to approve. Councilmember Ross seconded the motion.

Mayor Pro Tem requested that an addition be made to the Retreat minutes to state that a special commitment to budget priorities was made, especially regarding the upcoming budget workshops. He also requested that an amendment be made that states that the Council agreed upon "the values that we uphold especially respectful

disagreement in the community value the diversity in La Marque and pledge cooperation, trust, and mutual respect at the heart of all we do." The Council strives to find itself in win-win situations instead of win-lose scenarios.

Councilmember Carlson made a motion to approve the minutes with Mayor Pro Tem's addition of comments to the Retreat minutes. Mayor Pro Tem Compian seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

7. PUBLIC HEARINGS

***Mayor Bell recessed the Regular Meeting and entered into Public Hearing at 6:38 p.m.*

7.I. Ordinance No. O-2023-0004

Re'Chard Loftis (309 Johnson) spoke requesting clarity on what is being amended. It was clarified that this ordinance is to identify any anomalies that happened throughout the year.

8. ORDINANCES

***Mayor Bell closed the Public Hearing and reconvened the Regular Meeting at 6:40 p.m.*

8.I. Ordinance No. O-2023-0004

Mayor Pro Tem Compian made a motion to adopt Ordinance No. O-2023-0004 with the amended Attachment A. Councilmember Carlson seconded the motion.

After a brief discussion with the City Attorney it was determined that an additional Public Hearing would be required due to the substantial nature of the amendment. **MOTION CARRIED UNANIMOUSLY.**

9. RESOLUTIONS

9.I. Resolution No. R-2023-0036

Councilmember Carlson made a motion to adopt Resolution No. R-2023-0036. Councilmember Ross seconded the motion.

Discussions regarding the timing of the election ensued, to be clarified that the dates were established in line with both the City Charter and Election Code. Deviations from these requirements would render the election results void per the Election Code.

MOTION CARRIED UNANIMOUSLY.

9.II. Resolution No. R-2023-0037

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0037. Councilmember Yancy seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

9.III. Resolution No. R-2023-0038

Discussions with Thomas Ault of Hunt Energy Network regarding the purpose of the battery plant, community benefits, and implications of system failure.

Mayor Pro Tem Compian made a motion to table. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

9.IV. Resolution No. R-2023-0039

Councilmember Carlson made a motion to adopt Resolution No. R-2023-0039. Councilmember Ross seconded. **MOTION PASSED UNANIMOUSLY.**

9.V. Resolution No. R-2023-0040

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0040. Councilmember Ross seconded. **MOTION PASSED UNANIMOUSLY.**

10. CITY MANAGER REPORT

Stood as submitted.

11. NEW BUSINESS

11.I. Request For Proposal

Councilmember Yancy made a motion to authorize the publication of a Request for Proposal for Disaster and/or Storm Recovery Services and amend the closing date to June 28, 2023. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

11.II. Request For Proposal

Councilmember Yancy made a motion to authorize the publication of a Request for Proposal for Disaster Debris Monitoring and Consulting Services and amend the closing date to June 28, 2023. Mayor Pro Tem Compian seconded. **MOTION CARRIED UNANIMOUSLY.**

11.III. Upcoming Events

No action was taken on this item.

11.IV. Items For The Good Of The Order

Councilmember Ross thanked staff for the Juneteenth event and shared that he will be working with the City Manager to address issues with dumping in District D. He has been hearing lots of complaints about the chicken ordinance and requested that clarification be made to the public. He looks forward to a District D Cleanup hosted by Mandalyn Salazar on the first Saturday of the month.

Councilmember Yancy thanked staff and the community for an amazing Juneteenth Gala and requested a committee of half staff and half community for next year. She wished everyone a happy Juneteenth Season and encouraged citizens to be intentional this season as they celebrate Galveston County's history. She looked forward to the next edition of Inside La Marque, July 1st Event, and the Soul Food festival being held on the same day. She encouraged the community to practice water safety. She requested a discussion relating to Bobby Beach, a vacant building list, and a date for a workshop with the EDC.

Mayor Pro Tem Compian briefly summarized his time at the TDEM Conference. He also shared his enjoyment of the Juneteenth Gala and shared information with the community regarding the Texas Homeowner's Assistance Program, which is available through Chosen One's Ministries.

Mayor Bell welcomed this class of interns, congratulated the members of the La Marque Police Department who were recognized during the City Manager's Report, and again thanked staff for the Juneteenth Gala. He also wished a Happy Father's Day to all of the fathers in the community.

Councilmember Carlson thanked everyone on staff for their hard work.

City Manager Garcia apologized for any technical difficulties the community is having accessing Zoom links. The city is in the process of making adjustments to improve the user experience, but the meeting is available via YouTube, and the correct link to the meeting is embedded into the agenda.

12. EXECUTIVE SESSION

***Mayor Bell recessed the Regular Meeting and entered into Executive Session at 7:39 p.m.*

12.I. Section 551.071 (Consultation With Attorney)

13. ACTIONS TAKEN FROM EXECUTIVE SESSION

***Mayor Bell closed the Executive Session and reconvened the Regular Meeting at 8:08 p.m.*

13.I. Section 551.071 (Consultation With Attorney)

No action was taken on this item.

14. ADJOURNMENT

Councilmember Carlson made a motion to adjourn. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

***Meeting was adjourned at 8:09 p.m.*

Keith Bell

Mayor

Kierra K. Nance, TRMC

City Clerk



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MINUTES
of
February 13, 2023**

Minutes of a **Regular Meeting**, held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas** as well as via **videoconference hosted through Zoom** on February 13, 2023, beginning at 6:00 PM :

2/13/2023 - Minutes

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:13 p.m.

2. ROLL CALL

All members of the council were present with the exception of Councilmember Carlson.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Yancy gave the invocation and Councilmember McAuliffe led the pledge.

4. PRESENTATIONS

Mayor Bell presented a Black History Month proclamation received by Councilwoman Yancy, who serves as the NAACP Education Chair. Councilwoman Yancy gave her remarks.

Mayor Bell introduced Mr. Tim Culp, the new President of the Texas City - La Marque Chamber. He shared remarks regarding his excitement about working in the city, there is a lot of growth and development here in the city, and many communities would be jealous of what is to come for this city.

Mayor Bell introduced Dr. Krystal Christensen, the new Campus Director at Mainland Preparatory Classical Academy. She introduced some of her staff, who also came and shared their excitement for the city's growth and working towards rebuilding the Academy into what it once was. She wants to work toward community involvement and enrichment for her students.

Mayor Bell presented City Manager Garcia with his certificate of completion for Critical Incident Stress Management as directed by the Council.

5. CITIZENS PARTICIPATION

- Joseph Lowry (2503 Cedar) spoke regarding his desire to spend \$30,000 to work with an auditing company to discuss "who, what, when, where, and how" during a forensic audit of the city.
- Sarah Dougherty (2503 Cedar) spoke about a criminal complaint lodged against Mr. Joseph Lowry and shared that she will be filing a criminal complaint against the Mayor and City Council.
- Jose Ramon Diaz (2512 Stonewall) spoke regarding water in his ditch causing mosquitoes and frogs.
- Mary Limones (2709 John) spoke, inviting the council to the LULAC Cinco De Mayo Celebration tentatively on May 5-6, 2023, at Highland Bayou Park, with community vendors, kiddie land, low rider and slingshot shows, and a cookoff. She asked if the City could partner with LULAC and if fees could be waived.

6. MINUTES

Councilmember McAuliffe made a motion to approve all minutes as submitted. Councilmember Yancy seconded the motion. **MOTION PASSED UNANIMOUSLY.**

7. ORDINANCES

7.I. Ordinance No. O-2023-0001

Councilmember McAuliffe made a motion to adopt Ordinance No. O-2023-0001. Councilmember Yancy seconded the motion.

Mayor Pro Tem Compian questioned if the ordinance addressed if tabled items were to be addressed at the second meeting. It was clarified that, not necessarily, that would be upon the discretion of council.

MOTION PASSED UNANIMOUSLY.

8. RESOLUTIONS

8.I. Resolution No. R-2023-0011

Mayor Pro Tem Compian identified that the company is based out of Alabama and questioned if a local provider could be assessed.

Councilmember Yancy questioned which businesses were brought by Retail Strategies and what "deliverables" the city received from this partnership.

Councilmember Yancy made a motion to table. Councilmember McAuliffe seconded the motion. **MOTION PASSED UNANIMOUSLY.**

8.II. Resolution No. R-2023-0012

City Manager Garcia gave a brief description of the proposed project.

Mayor clarified the source of funding. City Manager Garcia identified this as part of the 4.1 million dollar CDBG MIT-MOD funding. He also reiterated that City Manager Garcia worked with Capital Improvements Committee while Council worked with H-GAC, and this project was drafted.

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0012. Mayor Pro Tem Compian seconded the motion. **MOTION PASSED UNANIMOUSLY.**

8.III. Resolution No. R-2023-0013

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0013. Councilmember Yancy seconded the motion. **MOTION PASSED UNANIMOUSLY.**

8.IV. Resolution No. R-2023-0014

Councilmember McAuliffe made a motion to adopt Resolution No. R-2023-0013. Councilmember Yancy seconded the motion.

Mayor Pro Tem Compian clarified that this item is not through mitigation funds but through the budgeted expenditure. City Manager Garcia confirmed.

MOTION PASSED UNANIMOUSLY.

9. CITY MANAGER REPORT

City Clerk Nance gave a brief overview of her report clarifying that there is a typo in the printed report sharing that there were 140 meetings held between the City Council and the Boards and Commissions throughout the 2022 year.

City Manager Garcia gave a brief overview of the Streetlighting Report as submitted by the Public Works Division. Mayor Pro Tem requested two additional lights between I45 and 519.

City Manager's report stood as submitted.

10. NEW BUSINESS

10.I. 2023 Legislative Update

Councilmember McAuliffe made a motion to approve the Galveston County Legislative Agenda. Councilmember Yancy seconded the motion.

Councilmember McAuliffe requested that the City Manager to bring "more specific information" regarding items that affected La Marque.

MOTION PASSED UNANIMOUSLY.

10.II. Virtual Meetings

After receiving clarity from staff Councilmember McAuliffe and Mayor Pro Tem Compian shared their pleasure with having virtual meeting options.

Mayor requested that this item be reviewed every six months.

Mayor Pro Tem Compian made a motion to maintain virtual meeting capability with a review in six months. Councilmember McAuliffe seconded the motion. **MOTION PASSED UNANIMOUSLY.**

10.III. Catalytic Converter Theft Prevention Proposal

Agent O'Connor, the La Marque Police Department representative with the Galveston County Auto Crimes Task Force, gave a brief overview of the event, depending on assistance can cause anywhere between \$100 and \$315 for the total event.

Councilmember McAuliffe thanked Agent O'Connor for the presentation and for providing all information and thanked Mayor Pro Tem Compian for bringing this concept to the city.

Mayor Pro Tem Compian questioned the value of a catalytic converter. Agent O'Connor shared that, at the moment, a catalytic converter could be valued between \$500-\$1500 due to the precious metals in them, which clarified that, at that rate, it is a felony theft.

Mayor Pro Tem Compian made a motion to move forward with the program. Councilmember McAuliffe seconded the motion. **MOTION PASSED UNANIMOUSLY.**

10.IV. Items For The Good Of The Order

Mayor Bell stated that it had been a long day for the council, having heard a report from the police department, receiving President Tim Culp, receiving Dr. Christensen, and having the meeting tonight. While there is a lot of work ahead, we are moving in the right direction, slowly and deliberately addressing the problems in our community.

Mayor Pro Tem Compian shared that during a recent freeze, he experienced a water break in his line and shared that water bill adjustments are still available for citizens who experience these events. However, he will not be utilizing the service for himself. He shared an anecdote of a situation he experienced with a citizen and thanked Yard Excellence and the La Marque Fire Department for attempting to assist with that situation.

Councilmember McAuliffe announced the "The Future is Us" Black History Talent Show at Ball High on February 25. She also wanted to acknowledge that both Mayor Bell and Councilwoman Yancy are walking history.

Councilmember Yancy asked that everyone take a moment to show love tomorrow (Valentine's Day), and encouraged everyone to take a moment and visit Museum on the Strand.

10.V. Upcoming Events

11. EXECUTIVE SESSION

There was no executive session.

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

13. ADJOURNMENT

Councilmember Carlson made a motion to adjourn. Councilmember Yancy seconded the motion. **MOTION PASSED UNANIMOUSLY.**

***Meting was adjourned at 7:39 p.m.*

Keith Bell

Mayor

Kierra K. Nance, TRMC

City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: October 23, 2023
Prepared by: Kathleen Van Stavern
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action to issue a final report and provide a recommendation to City Council on a request to change the zoning district from (R-1) Single Family Residential to (C-1) General Commercial for a tract of land out of the ANIZAN SUB, ABST 150 J D MOORE SUR PT OF LOT 9 (9-1), Property ID #194779
Street address: 1005 BAYOU RD. La Marque, TX 77568

ATTACHMENTS FOR REFERENCE:

1. Rezone Application with required documents submitted for rezone
2. Planning and Zoning Commission Report

STAFF BRIEFING:

- Staff recommends approval of rezone to C-1 General Commercial.
- The Planning and Zoning Commission recommended approval of the rezone request from R-1 Single Family Residential to C-1 General Commercial.

HISTORY:

- 08/2/2023 - Property Owner submitted a rezone application and all required documents.
- 09/26/2023 - Planning & Zoning meeting recommended approval of the rezone request from R-1 Single Family Residential to C-1 General Commercial.
- 10/9/2023 - 1st Reading of Rezone approved by City Council

TARGET IMPLEMENTATION: Upon City Council approval after 2nd reading of ordinance.

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve the rezone request from R-1 Single Family Residential to C-1 General Commercial.

FISCAL IMPACT: N/A

ORDINANCE NO. O-2023-0012

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CITY’S ZONING MAP AND COMPREHENSIVE PLAN BY CHANGING THE ZONING DISTRICT FOR A TRACT OF LAND OUT OF THE JD MOORE SURVEY PT OF LOT 9 (9-1), GALVESTON COUNTY PROPERTY ID # 194779) AND COMMONLY KNOWN AS 1005 BAYOU ROAD, LA MARQUE, TX 77568.

WHEREAS, The Owner of a tract of land out of the JD Moore Survey Pt of Lot 9 (9-1) Galveston County Property ID # 194779 and Commonly Known as 1005 Bayou Road, La Marque, TX 77568 (the “Property”) submitted an application for the City to amend the zoning district of the Property, from Single Family Residential (R-1) to General Commercial (C-1).

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

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

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

Section 1. That the adopted zoning map of the City is amended by changing the zoning district applicable to the Property from Single Family Residential (R-1) to General Commercial (C-1).

Section 2. The City’s comprehensive plan is amended in accordance with this Ordinance.

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

therewith who may have assisted in the commission of any such violation shall be subject to the penalties herein provided.

Section 4. 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 5. 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 6. Publication and Effective Date. This Ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED AND APPROVED by the City Council of the City of La Marque on First Reading this 9th day of October 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; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney



CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9219 Permits@CityofLaMarque.org

Rezone Application

Application Date: 8/2/2023 Smart Gov Project # _____

Name of Agent: Sumner Cragin Phone: 281 932 6500

Address: PO Box 890861 City: Houston Zip Code: 77289

Name of Owner: Cragin Enterprises Inc Phone: 281 932 6500

Address: 1109 W Castlewood Ave City: Friendswood Zip Code: 77546

Property Legal Description: ABST 150 JD Moore SUR PT of Lot 9 (9-1) AF Aniza Parcel ID #: 194779

Property Address: 1005 Bayou Road LaMarque, TX 77568

Plot of Area Attached: ☒ Yes ☐ No Metes and Bounds Attached: ☐ Yes ☐ No

Present Zoning: ☐ L1 ☐ L2 ☐ C1 ☐ C2 ☐ C3 ☐ C4 ☒ R1 ☐ R2 ☐ R3 ☐ A ☐ MHP ☐ RCZ ☐ PD1 ☐ PUB

Reason for Zone Change: Property has been in use as a commercial property predating the adoption of zoning.

All other surrounding similar properties are zoned as General Commercial we are trying to conform.

Desired Outcome: Zoning to change to General Commercial to match surrounding properties and to codify the long standing commercial use of the property.

APPLICATION CHECKLIST:

- ☐ DIGITAL SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES
(SIZE: 8.5 x 11, if larger than 8.5 x 11, please fold to appropriate size)
- ☒ SURVEY (1 DIGITAL COPY THAT IS TO SCALE)
- ☒ CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS
- ☐ TITLE REPORT (if purchased in the last 60 days) OR
- ☒ PLANNING LETTER
- ☐ NON-REFUNDABLE APPLICATION FEE (Payable to the City of La Marque) FEE SCHEDULE ATTACHED

(THIS SECTION FOR CITY OFFICE USE ONLY)

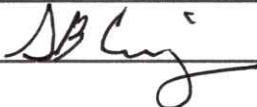
Submitted to the Board on: _____ / _____ / 2023

Approved: _____ Denied: _____ Other: _____

Comments: _____

APPLICANTS CERTIFICATE

I AFFIRM THAT MY STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Signature of Applicant:  Date: 8/10/23

1130 1st Street, La Marque, Texas 77568



P: 409-938-9219 permits@cityoflamarque.org

Rec'd 8-24-2023

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: 8/17/2023 GF No. _____
Name of Affiant(s): Sumner B. Cragin Jr.
Address of Affiant: 1109 W. Castlewood Friendswood, TX 77546
Description of Property: 1005 Bayou Road La Marque, TX 77568 Lot 9 Anizan Subdivision out of the John Moore league
County Galveston, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. We are familiar with the property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, since January 29, 1986 there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:) None

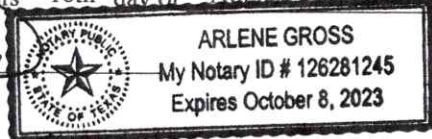
5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

SB Cragin

SWORN AND SUBSCRIBED this 18th day of August, 2023.

Arlene Gross
Notary Public

(TAR 1907) 02-01-2010



TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

CRAGIN INTERPRISE INC
1109 W CASTLEWOOD AVE
FRIENDSWOOD, TX 77546-5329

Legal Description

ABST 150 J D MOORE SUR PT OF LOT 9
(9-1) A F ANIZAN SUB

Parcel Address: 1005 BAYOU RD

Legal Acres: .4653

Account Number: 194779

Certificate No: 248670051

Certificate Fee: \$10.00 CREDIT

Print Date: 08/09/2023 11:33:41 AM

Paid Date: 08/09/2023

Issue Date: 08/09/2023

Operator ID: LOCKETT_K

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

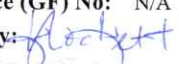
CRAGIN INTERPRISE INC
1109 W CASTLEWOOD AVE
FRIENDSWOOD, TX 77546-5329

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
332 CITY OF LA MARQUE
402 DRAIN DIST #2
605 COLL OF THE MAINLAND

2022 Value:	240,000
2022 Levy:	\$2,763.28
2022 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Reference (GF) No: N/A

Issued By: 

CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



6710 Stewart Road, Suite 200
Harris , Texas 77551

CITY PLANNING LETTER

Date: August 23, 2023

Effective Date: August 20, 2023

City Planning Commission

GF No. TP2399194

To Whom It May Concern:

This company (South Land Title, LLC) certifies that a diligent search of the real property records of South Land Title, LLC's title plant has been made, as to the herein described property and as of 3:45 PM on the 7th day of August 2023, we find the following:

Record Owner:

Cragin Enterprises, Inc., d/b/a The Clothes Closet

Legal Description:

All that certain part of Lot Nine (9) of the ANIZAN SUBDIVISION, out of the John D. Moore League, in Galveston County, Texas, according to the map or plat of the said Anizan Subdivision of record in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, more fully described as follows:

Beginning at the Northwest corner of Lot 9;

Thence in an Easterly direction along the North line of Lot 9, a distance of 203.1 feet to a point for corner;

Thence in a Southerly direction parallel to the East line of Lot 9, a distance of 19 feet to a point for corner;

Thence in an Easterly direction, parallel to the North line of Lot 9, a distance of 10.00 feet to a point for corner in the East line of Lot 9;

Thence in a Southerly direction, along the East line of Lot 9, a distance of 77.00 feet to a point for corner being the Southeast corner of Lot 9;

Thence in a Westerly direction, along the South line of Lot 9, a distance of 213.1 feet to a point for corner, being the Southwest corner of Lot 9;

Thence in a Northerly direction, along the West line of Lot 9, a distance of 96.0 feet to the place of beginning, and containing 20,647.6 square feet, more or less.

Note - this company does not represent that the above acreage or square footage calculations are correct.

Subject to the following:

1. Restrictions:

Volume 956, Page 453 and as amended in Volume 2476, Page 284, both of the Deed Records of Galveston County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Easements:

- No building shall be located more than 35 feet in width nor less than 30 feet in width along the front property line nor nearer than 5 feet in width along the side property line(s), as set forth in instrument recorded in Volume 956, Page 453 of the Deed Records of Galveston County, Texas. (does not apply to a garage located on the rear of the lot)
- Public Utility easement(s) 10 feet in width, as set forth and defined in instrument(s) recorded in Volume 955, Page 253 of the Deed Records of Galveston County, Texas.

3. Liens:

State Tax Lien filed for record under Galveston County Clerk's File No(s). 8732152, styled the State of Texas vs. Cragin Enterprises, Inc, in the principal amount of \$68.00 (Sixty Eight).

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of and shall insure to the benefit of PLATTING. Liability of South Land Title, LLC for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that South Land Title, LLC does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. South Land Title, LLC assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TITLE COMPANY BECAUSE OF ANY NEGLIGENCE BY SOUTHLAND TITLE, LLC (WHETHER SOLE, JOINT, OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,



Marilyn E Gerber
Examiner - Southland Title, L.L.C.

THE STATE OF TEXAS)
COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS:

That we, A. F. ANIZAN and wife, LAURA K. ANIZAN, are the owners of the lots and tracts in the Anizan Subdivision of part of Lots 5 and 6 in Division "D" of the Cook and Stewart Subdivision of the John D. Moore League, in Galveston County, Texas, according to plat of said Anizan Subdivision of record in Vol. 254-A, page 64, in the office of the County Clerk of Galveston County, Texas, and have sold the surface estate of Lot 1 of said Subdivision and having placed and imposed certain restrictions on said Lot 1, do hereby declare that the remaining lots, tracts and parcels of land embraced within the Anizan Subdivision above described, are hereby made subject to the restrictions, covenants and obligations hereinafter set forth and which shall be covenants running with the land and shall be binding on us and all persons claiming under us until January 1, 1999, which restrictions and conditions are as follows:

(a) These lots shall be known and described as residential lots, and shall be used for residential purposes only.

(b) No building shall be located on any lot in this Subdivision more than thirty-five (35) feet nor less than thirty (30) feet from the front lot line, nor nearer than five (5) feet to the side lot line. This restriction shall not apply to a garage located on the rear of the lot.

(c) No noxious or offensive trade or activity shall be carried on upon any lot in this Subdivision, nor shall anything be done thereon which may or become an annoyance or nuisance to the owners of the remaining lots in the Subdivision.

(d) The ground floor area of the main structures on Lots 1, 2 and 3 exclusive of one-story porches and garages shall not be less than 1600 square feet. The ground floor area of the main structures on the remaining lots in this Subdivision shall not be less than 1000 square feet.

(e) No house shall be moved onto any lot in this Subdivision from any other location, nor shall any trailer, basement, tent, shack, garage, barn or any other building erected or placed on any of such lots at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(f) These restrictions shall be applicable to the improvements constructed on said lots in said Subdivision from and after the date hereof.

(g) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any part of the covenants herein, it shall be lawful for any other person or persons owning any property in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing or to recover damages or other dues for such violation.

EXECUTED this, the 2nd day of June, 1952.

A. F. Anizan
A. F. Anizan

Laura K. Anizan
Laura K. Anizan

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared A. F. ANIZAN and LAURA K. ANIZAN, wife of A. F. ANIZAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said LAURA K. ANIZAN, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said LAURA K. ANIZAN, acknowledged such instrument to be her act and deed, and declared that she had executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this, the 2nd day of June, 1952.



W. J. Hummel
Notary Public in and for
Galveston County, Texas.

Filed for Record June 14 1952, at 9:40 o'clock A.M. No. 77933.

Recorded June 17 1952, at 9:10 o'clock A.M.

JOHN R. PLATTE, County Clerk, By J. B. Humphrey Jr. Deputy.

- 253

PUBLIC UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. F. Anizan, and wife, Laura Anizan, of the County of Galveston, State of Texas, owners of the ANIZAN SUBDIVISION, of Lots 5 and 6, Division "D", of the Cooke and Stewart Subdivision, John D. Moore League, Galveston County, Texas, which plat is filed of record in Book 254-A, Page 64, of the Map Records in the County Clerk's Office of Galveston County, Texas, do hereby dedicate to all Public Utility Companies serving the area commonly known as La Marque, Texas, an Easement for the construction and maintenance of pipe lines, for the transmission of natural gas, water, sewage and etc., below the ground and electric power light and/or telephone lines above or under the ground, across and upon the following described strips or parcels of land, all lying within the bounds of the above said Anizan Subdivision, to-wit:

A strip of land 10 ft. in width along the North side of Lot 18, along the North end of Lots 15 and 14 and along the north-easterly side of Lots 13, 12 and 11.

A strip of land 10 ft. in width, 5 ft. each side of the common line between Lots 14 and 15.

A strip of land 10 ft. in width, 5 ft. each side of the common line between Lots 5 and 10, Lots 4 and 9, Lots 3 and 8, Lots 2 and 7 and Lots 1 and 6, said 10 ft. strip extending from the South line of Laura Avenue to the South line of the Anizan Subdivision.

A strip of land 10 ft. in width along the South line of Lot 1 from its West line to a point opposite the West boundary of the Yaupon Addition near the southeast end of the Anizan Subdivision.

Together with the right of ingress and egress to or from said easement for the purpose of constructing, reconstructing, maintaining, inspecting and removing said utility lines.

In further consideration, the users of the said easement agree to keep the said easement clean of waste materials used in the construction of said utility lines, keep the ground level with the average existing grade and in an unobstructed condition except for the equipment installed for the actual operation of the said utilities.

To have and to hold the above described easement and rights unto the said utility companies, their successors and assigns, until or unless said utility lines shall be abandoned and no longer of public use.

And we do hereby bind ourselves, our heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said utility companies, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this 27th day of May, 1952.

A. F. Anizan
Laura Anizan

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared A. F. Anizan and Laura Anizan, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Laura Anizan, wife of said A. F. Anizan, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Laura Anizan, acknowledged such instrument to be her act and deed and that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.



Given under my hand and seal of office this 27th day of

A. J. LeMaire
Notary Public in and for Galveston County,
A. J. LeMAIRE Texas.
Notary Public in and for Galveston County, Texas

Filed for Record May 28 1952, at 2:00 o'clock P. M. No. 77131.

Recorded May 28 1952, at 3:10 o'clock P. M.

JOHN R. PLATTE, County Clerk, By J. S. Humphrey Deputy

8732152

2

1. T Code 05800

Do not write in the space above

TEXAS STATE TAX LIEN

County Clerk Of
GALVESTON
P O BOX 2450
GALVESTON, TX 77550

County

005-42-0940

For Comptroller's use only	
3. Taxpayer number 1-74-1768076-0	4. Period 1987
* 0	* 084
Recording date	Volume Page
* 003297504	* 0

COUNTY CLERK: Please record this Texas State Tax Lien in the "State Tax Liens Book" of your county as provided by TEX. TAX CODE ANN. ch. 113. Enter your county filing date in the space designated below.
Return this lien when recorded to:

COMPTROLLER OF PUBLIC ACCOUNTS
Capital Station Austin, Texas 78774.

PAID

This notice is given that a lien exists in favor of the State of Texas for delinquent taxes. The liability below is tax only and is exclusive of penalty, interest and any other charge which is now due or may accrue. All taxes, fines, penalty and interest due to the State of Texas were assessed by statute and were secured as of the assessment date by a statutory lien on all real and personal property owned, claimed or acquired by the taxpayer named below.

Taxpayer Identification:		
CRAGIN ENTERPRISES INC BOX 339 LA MARQUE, TX 77568		
TYPE OF TAX	PERIOD OF LIABILITY	AMOUNT OF LIEN
FRANCHISE	05-01-87 through 04-30-88	\$68.00
TOTAL AMOUNT OF LIEN		\$68.00

This lien is cumulative and in addition to all other liens provided by law and is sufficient to cover all taxes, penalties and interest of the same nature which may accrue after filing this notice.

This notice is made as required by TEX. TAX CODE ANN. ch. 113 and all other relevant provisions of law.

Given under my hand and seal of office at the City of Austin, Texas, this 7TH day of AUGUST, 1987.



Bob Bullock

BOB BULLOCK
COMPTROLLER OF PUBLIC ACCOUNTS

County Clerk certification and recording information

FILED FOR RECORD
Aug 18 10 09 AM '87
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY TX.

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the Official Public Records
of Real Property of Galveston County Texas, on

AUG 18 1987



Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

For assistance call 512/463-4600 or call 1-800-252-5555 toll free from anywhere in Texas.

8606191

004-40-1762

R E S O L U T I O N

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CRAGIN ENTERPRISES, INC.:

That the Corporation borrow the sum of ONE HUNDRED FORTY FOUR THOUSAND AND NO/100 DOLLARS (\$144,000.00) from AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY; said loan to be evidenced by a promissory note to be executed by the Corporation bearing interest from date thereof until maturity at a rate per annum equal to the sum of the Prime Cost of Funds of AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY plus five percent (5.0%);

That the Corporation encumber by Deed of Trust and any other security agreement required by AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY to secure said loan the following described property, to wit:

Part of Lot 9 of Anizan Subdivision out of the John D. Moore League, in Galveston County, Texas, according to the map thereof recorded in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 9;

THENCE in an Easterly direction along the North line of Lot 9, a distance of 203.1 feet to a point for corner;

THENCE in a Southerly direction parallel to the East line of Lot 9, a distance of 19 feet to a point for corner;

THENCE in an Easterly direction, parallel to the North line of Lot 9, a distance of 10.00 feet to a point for corner in the East line of Lot 9

THENCE in a Southerly direction, along the East line of Lot 9, a distance of 77.00 feet to a point for corner being the Southeast corner of Lot 9;

THENCE in a Westerly direction, along the South line of Lot 9, a distance of 213.1 feet to a point for corner, being the Southwest corner of Lot 9;

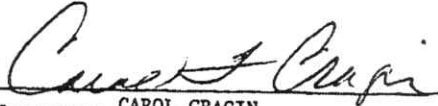
THENCE in a Northerly direction, along the West line of Lot 9, a distance of 96.0 feet to the PLACE OF BEGINNING;

That the Corporation mortgage said property to secure the payment of any and all indebtedness of the Corporation to AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY, its successors and assigns, now owing or hereafter incurred, howsoever the same may accrue;

004-40-1763

That SUMNER CRAGIN, President of the Corporation, is hereby authorized and directed to execute said note and deed of trust on behalf of the Corporation and any and all other instruments necessary to accomplish the purposes of this resolution as well as any and all other instruments necessary and/or proper in connection therewith;

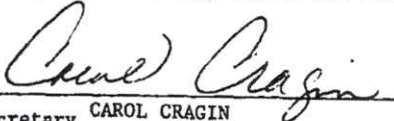
That all instruments executed by the said President of the Corporation pursuant hereto shall be binding acts and deeds of the Corporation, and all of the acts and things which the said President of the Corporation has heretofore done or may hereafter do in connection with the aforesaid loan are hereby RATIFIED, CONFIRMED and APPROVED.


Secretary CAROL CRAGIN

THE STATE OF TEXAS

COUNTY OF GALVESTON

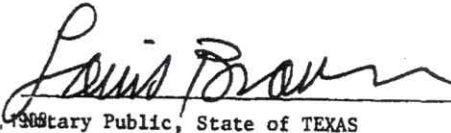
I, CAROL CRAGIN, Secretary of CRAGIN ENTERPRISES, INC., a Texas corporation, hereby certify that the above and foregoing Resolution was duly adopted at a meeting of the Board of Directors of CRAGIN ENTERPRISES, INC. held on the 1st day of January, 1986, which was duly called and announced.


Secretary CAROL CRAGIN

SUBSCRIBED and SWORN TO before me by the said CAROL CRAGIN, on this the 12 day of Feb, 1986, to certify which witness my hand and official office.



LOUIS BROWN
Notary Public at Large
For State Of Texas
My Commission Expires July 14, 1988
Notary Public, State of TEXAS



THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on this 12 day of February, 1986, by CAROL CRAGIN, Secretary of CRAGIN ENTERPRISES, INC., a Texas corporation, on behalf of said corporation.



LOUIS BROWN
Notary Public at Large
For State Of Texas
My Commission Expires July 14, 1988
After recording return: My Commission Expires: _____
American Savings and Loan Association
P.O. Box 778
LaMarque, Texas 77568
Stewart Title Company CF#2687-F-8 T.C.


Notary Public, State of TEXAS

004-40-1764

004-40-1764

FILED FOR RECORD
Feb 17 10 22 AM '86

Mary Jane Christman
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the Official Public Records of Real Property of Galveston
County, Texas, on

FEB 17 1986



Mary Jane Christman
COUNTY CLERK, Galveston County, Texas

14921

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

WHEREAS, certain restrictive covenants were imposed on that certain real property known and described as the Anizan Subdivision, in Galveston County, Texas, according to the map or plat thereof of record in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, and

WHEREAS, included among such restrictive covenants was a restriction that the lots in such Subdivision be designated as residential lots and be used for residential purposes only, and

WHEREAS, JANE S. MILLIGAN, the present owner of Lot Nine (9) in the said Anizan Subdivision, is desirous of selling said lot for use for commercial purposes and having the aforementioned residential use released insofar as it applies to the said Lot Nine (9), and

WHEREAS, the undersigned owners of Lots in the Anizan Subdivision, in Galveston County, Texas, are in agreement to so release the said Lot Nine (9) in the Anizan Subdivision, now, therefore,

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned do hereby release Lot Nine (9) in the Anizan Subdivision, in Galveston County, Texas, according to the map or plat thereof of record in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, from that provision of those certain building restrictions set out in Volume 956, Page 453, in the office of the County Clerk of Galveston County, Texas, which restricts the aforementioned Lot to residential uses and purposes only, and agree that the said

Lot may be used for commercial purposes except for the sale of alcoholic beverages for consumption on the premises. Except as herein so released, such Restrictions shall otherwise remain unimpaired.

DATED this 21st day of JANUARY, 1974.

James J. Lewis
Helen W. Lewis
Arnell H. Lewis
Walter A. Lewis
Michael H. Clayton
Constance F. Clayton
Steffanie
Bernice Harvie
Oris W. Oliver
Ruth L. Oliver
Germon E. Quebe
Jennie Lee Quebe
Jamie M. Bell
Ruth Bell
Donna J. Jolley
Mrs. Glen Jolley, Jr.
Maris L. Jolley
Glen Milligan

NOTED
DATE 2476 MAR 285

NOTARY PUBLIC
2476 MAR 28 1974

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ernest F. Lewis and wife, Helen H. Lewis, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January, 1974.

Bobby J. Swelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ernest J. Pesch and wife, Vivian A. Pesch, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January, 1974.

Bobby J. Swelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael W. Clayton and wife, Constance F. Clayton, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January, 1974.

Bobby J. Swelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared I B. Harvie and wife, Bonnie Harvie, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, 1974.

SEAL

Bobby J. Lowell
NOTARY PUBLIC in and for
Galveston County, Texas.

2476 MAR 287

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Odio W. Oliver and wife, Ruth A. Oliver, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, 1974.

SEAL

Bobby J. Lowell
NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Vernon J. Quiber and wife, Jennie Lee Quiber, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, 1974.

SEAL

Bobby J. Lowell
NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James M. Bell and wife, Ruth Bell, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of February, 1974.

Bobby J. Savelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Allen Lenzly Jr. and wife, Mrs. Ellen Lenzly Jr., both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of February, 1974.

Bobby J. Savelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JANE M. MURKIN and wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of April, 1974.

J. Robert Jones

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.



THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

MORRIS 15-42 and wife, _____,
both known to me to be the persons whose names ~~are~~ subscribed to
the foregoing instrument, and acknowledged to me that ~~they~~ each
executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of
MAY, 1974.

J. Allan Jones

SEAL

NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

_____ and wife, _____,
both known to me to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged to me that they each
executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 1974.

SEAL

NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

_____ and wife, _____,
both known to me to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged to me that they each
executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 1974.

SEAL

NOTARY PUBLIC in and for
Galveston County, Texas.

2476 MC 283

BOOK 2476 PAGE 290

14921		RELEASE OF RESTRICTIONS	FILED FOR RECORD 4:15 P.M. MAY 23 1974 CLERK OF GALVESTON COUNTY, TEXAS By <i>William J. Sullivan</i> Deputy	<i>[Signature]</i> I, ALLAN LERNER ATTORNEY P.O. BOX 438 LA MARQUE, TEXAS 77566 818-5481
-------	--	-------------------------	---	--

STATE OF TEXAS

I hereby certify that the instrument was filed on the date and time stamp shown by me and was duly recorded in the volume and page of the record books of Galveston County, Texas as shown by me.

MAY 28 1974

[Signature]

COUNTY CLERK, Galveston County, Texas





CITY COUNCIL AGENDA FORM

Meeting Date: October 23, 2023
Prepared by: Kathleen Van Stavern
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action to issue a final report and provide a recommendation to City Council on a request to change the zoning district from (R-1) Single Family Residential to (C-1) General Commercial for a tract of land out of the ANIZAN SUB, ABST 150 J D MOORE SUR PT OF LOT 9 (9-1), Property ID #194779
Street address: 1005 BAYOU RD. La Marque, TX 77568

ATTACHMENTS FOR REFERENCE:

1. Rezone Application with required documents submitted for rezone
2. Planning and Zoning Commission Report

STAFF BRIEFING:

- Staff recommends approval of rezone to C-1 General Commercial.
- The Planning and Zoning Commission recommended approval of the rezone request from R-1 Single Family Residential to C-1 General Commercial.

HISTORY:

- 08/2/2023 - Property Owner submitted a rezone application and all required documents.
- 09/26/2023 - Planning & Zoning meeting recommended approval of the rezone request from R-1 Single Family Residential to C-1 General Commercial.
- 10/9/2023 - 1st Reading of Rezone approved by City Council

TARGET IMPLEMENTATION: Upon City Council approval after 2nd reading of ordinance.

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve the rezone request from R-1 Single Family Residential to C-1 General Commercial.

FISCAL IMPACT: N/A

ORDINANCE NO. O-2023-0012

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CITY’S ZONING MAP AND COMPREHENSIVE PLAN BY CHANGING THE ZONING DISTRICT FOR A TRACT OF LAND OUT OF THE JD MOORE SURVEY PT OF LOT 9 (9-1), GALVESTON COUNTY PROPERTY ID # 194779) AND COMMONLY KNOWN AS 1005 BAYOU ROAD, LA MARQUE, TX 77568.

WHEREAS, The Owner of a tract of land out of the JD Moore Survey Pt of Lot 9 (9-1) Galveston County Property ID # 194779 and Commonly Known as 1005 Bayou Road, La Marque, TX 77568 (the “Property”) submitted an application for the City to amend the zoning district of the Property, from Single Family Residential (R-1) to General Commercial (C-1).

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

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

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

Section 1. That the adopted zoning map of the City is amended by changing the zoning district applicable to the Property from Single Family Residential (R-1) to General Commercial (C-1).

Section 2. The City’s comprehensive plan is amended in accordance with this Ordinance.

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

therewith who may have assisted in the commission of any such violation shall be subject to the penalties herein provided.

Section 4. 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 5. 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 6. Publication and Effective Date. This Ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED AND APPROVED by the City Council of the City of La Marque on First Reading this 9th day of October 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; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel
City Attorney



CITY OF LA MARQUE

"Gateway to the Gulf"

1130 1st St., La Marque, TX 77568
409-938-9219 Permits@CityofLaMarque.org

Rezone Application

Application Date: 8/2/2023 Smart Gov Project # _____

Name of Agent: Sumner Cragin Phone: 281 932 6500

Address: PO Box 890861 City: Houston Zip Code: 77289

Name of Owner: Cragin Enterprises Inc Phone: 281 932 6500

Address: 1109 W Castlewood Ave City: Friendswood Zip Code: 77546

Property Legal Description: ABST 150 JD Moore SUR PT of Lot 9 (9-1) AF Aniza Parcel ID #: 194779

Property Address: 1005 Bayou Road LaMarque, TX 77568

Plot of Area Attached: ☒ Yes ☐ No Metes and Bounds Attached: ☐ Yes ☐ No

Present Zoning: ☐ L1 ☐ L2 ☐ C1 ☐ C2 ☐ C3 ☐ C4 ☒ R1 ☐ R2 ☐ R3 ☐ A ☐ MHP ☐ RCZ ☐ PD1 ☐ PUB

Reason for Zone Change: Property has been in use as a commercial property predating the adoption of zoning.

All other surrounding similar properties are zoned as General Commercial we are trying to conform.

Desired Outcome: Zoning to change to General Commercial to match surrounding properties and to codify the long standing commercial use of the property.

APPLICATION CHECKLIST:

- ☐ DIGITAL SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES
(SIZE: 8.5 x 11, if larger than 8.5 x 11, please fold to appropriate size)
- ☒ SURVEY (1 DIGITAL COPY THAT IS TO SCALE)
- ☒ CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS
- ☐ TITLE REPORT (if purchased in the last 60 days) OR
- ☒ PLANNING LETTER
- ☐ NON-REFUNDABLE APPLICATION FEE (Payable to the City of La Marque) FEE SCHEDULE ATTACHED

(THIS SECTION FOR CITY OFFICE USE ONLY)

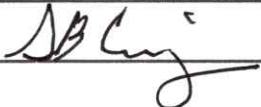
Submitted to the Board on: _____ / _____ / 2023

Approved: _____ Denied: _____ Other: _____

Comments: _____

APPLICANTS CERTIFICATE

I AFFIRM THAT MY STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Signature of Applicant:  Date: 8/10/23

1130 1st Street, La Marque, Texas 77568



P: 409-938-9219 permits@cityoflamarque.org

Rec'd 8-24-2023

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: 8/17/2023 GF No. _____
Name of Affiant(s): Sumner B. Cragin Jr.
Address of Affiant: 1109 W. Castlewood Friendswood, TX 77546
Description of Property: 1005 Bayou Road La Marque, TX 77568 Lot 9 Anizan Subdivision out of the John Moore league
County Galveston, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. We are familiar with the property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, since January 29, 1986 there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:) None

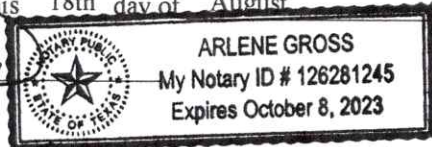
5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

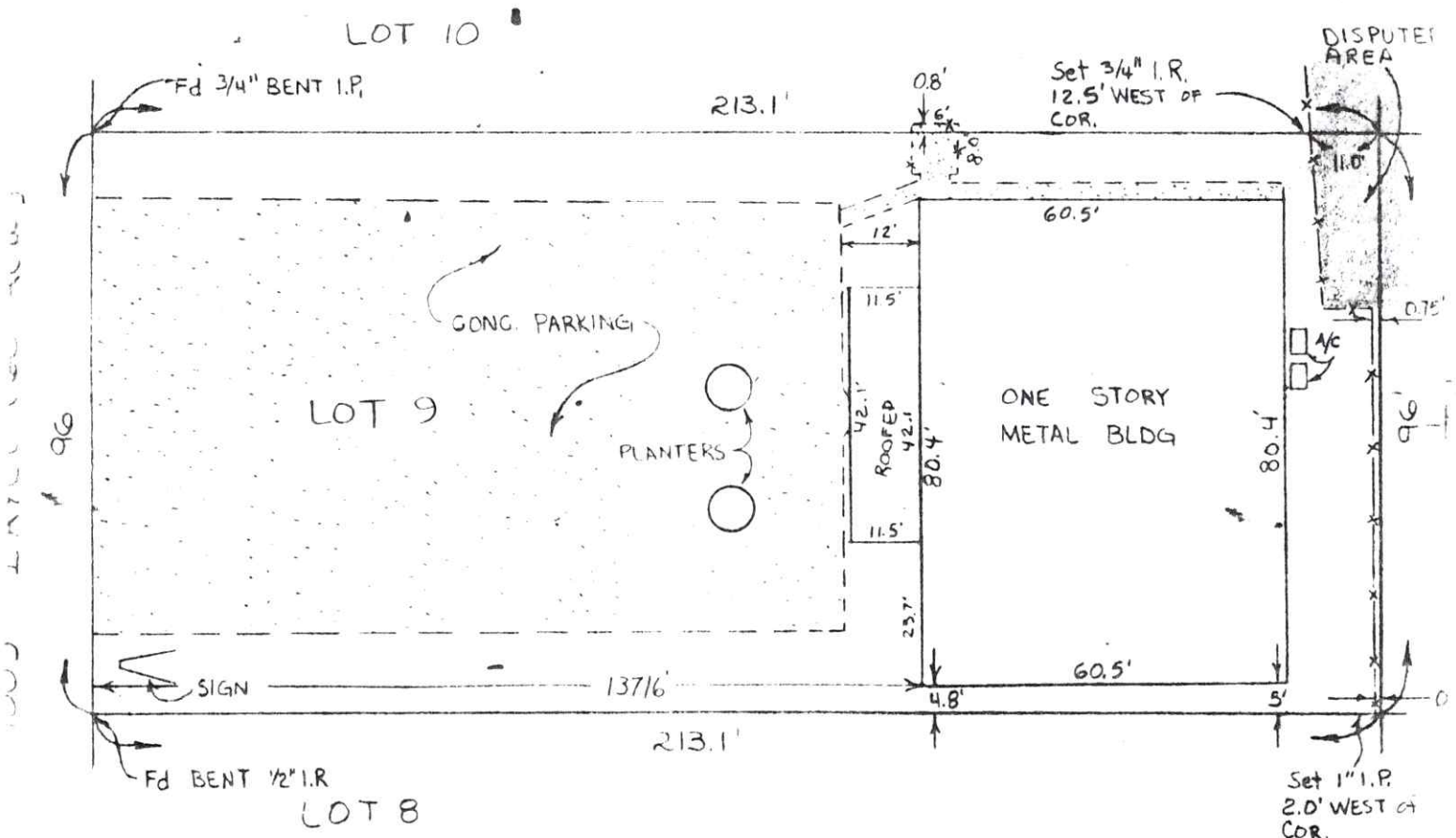
SB Cragin

SWORN AND SUBSCRIBED this 18th day of August, 2023.

Arlene Gross
Notary Public

(TAR 1907) 02-01-2010





A SURVEY OF LOT 9, ANIZAN SUBDIVISION OUT OF THE JOHN D. MOORE LEAGUE IN GALVESTON COUNTY, TEXAS.

According to the map thereof recorded in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas.

There were no encroachments at the time of this survey except as shown on plat and all improvement are constructed entirely within the property lines except as shown on plat.

This property lies in Zone B, which are areas between limits of the 100 year flood and 500 year flood: or certain areas subject to 100 year flooding with average depths less than 1 foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.

Surveyed January 29, 1986

Scale 1 inch = 30 feet

By:

S. A. Duitscher

S. A. Duitscher
Reg. Public Surveyor
D Engineers, Inc.
La Marque, Texas

Sumner Cragin



TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

CRAGIN INTERPRISE INC
1109 W CASTLEWOOD AVE
FRIENDSWOOD, TX 77546-5329

Legal Description

ABST 150 J D MOORE SUR PT OF LOT 9
(9-1) A F ANIZAN SUB

Parcel Address: 1005 BAYOU RD

Legal Acres: .4653

Account Number: 194779

Certificate No: 248670051

Certificate Fee: \$10.00 CREDIT

Print Date: 08/09/2023 11:33:41 AM

Paid Date: 08/09/2023

Issue Date: 08/09/2023

Operator ID: LOCKETT_K

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

CRAGIN INTERPRISE INC
1109 W CASTLEWOOD AVE
FRIENDSWOOD, TX 77546-5329

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
332 CITY OF LA MARQUE
402 DRAIN DIST #2
605 COLL OF THE MAINLAND

2022 Value:	240,000
2022 Levy:	\$2,763.28
2022 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Reference (GF) No: N/A

Issued By: *[Signature]*

CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



6710 Stewart Road, Suite 200
Harris , Texas 77551

CITY PLANNING LETTER

Date: August 23, 2023

Effective Date: August 20, 2023

City Planning Commission

GF No. TP2399194

To Whom It May Concern:

This company (South Land Title, LLC) certifies that a diligent search of the real property records of South Land Title, LLC's title plant has been made, as to the herein described property and as of 3:45 PM on the 7th day of August 2023, we find the following:

Record Owner:

Cragin Enterprises, Inc., d/b/a The Clothes Closet

Legal Description:

All that certain part of Lot Nine (9) of the ANIZAN SUBDIVISION, out of the John D. Moore League, in Galveston County, Texas, according to the map or plat of the said Anizan Subdivision of record in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, more fully described as follows:

Beginning at the Northwest corner of Lot 9;

Thence in an Easterly direction along the North line of Lot 9, a distance of 203.1 feet to a point for corner;

Thence in a Southerly direction parallel to the East line of Lot 9, a distance of 19 feet to a point for corner;

Thence in an Easterly direction, parallel to the North line of Lot 9, a distance of 10.00 feet to a point for corner in the East line of Lot 9;

Thence in a Southerly direction, along the East line of Lot 9, a distance of 77.00 feet to a point for corner being the Southeast corner of Lot 9;

Thence in a Westerly direction, along the South line of Lot 9, a distance of 213.1 feet to a point for corner, being the Southwest corner of Lot 9;

Thence in a Northerly direction, along the West line of Lot 9, a distance of 96.0 feet to the place of beginning, and containing 20,647.6 square feet, more or less.

Note - this company does not represent that the above acreage or square footage calculations are correct.

Subject to the following:

1. Restrictions:

Volume 956, Page 453 and as amended in Volume 2476, Page 284, both of the Deed Records of Galveston County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Easements:

- No building shall be located more than 35 feet in width nor less than 30 feet in width along the front property line nor nearer than 5 feet in width along the side property line(s), as set forth in instrument recorded in Volume 956, Page 453 of the Deed Records of Galveston County, Texas. (does not apply to a garage located on the rear of the lot)
- Public Utility easement(s) 10 feet in width, as set forth and defined in instrument(s) recorded in Volume 955, Page 253 of the Deed Records of Galveston County, Texas.

3. Liens:

State Tax Lien filed for record under Galveston County Clerk's File No(s). 8732152, styled the State of Texas vs. Cragin Enterprises, Inc, in the principal amount of \$68.00 (Sixty Eight).

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of and shall insure to the benefit of PLATTING. Liability of South Land Title, LLC for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that South Land Title, LLC does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. South Land Title, LLC assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TITLE COMPANY BECAUSE OF ANY NEGLIGENCE BY SOUTHLAND TITLE, LLC (WHETHER SOLE, JOINT, OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,



Marilyn E Gerber

Examiner - Southland Title, L.L.C.

THE STATE OF TEXAS)
COUNTY OF GALVESTON) KNOW ALL MEN BY THESE PRESENTS:

That we, A. F. ANIZAN and wife, LAURA K. ANIZAN, are the owners of the lots and tracts in the Anizan Subdivision of part of Lots 5 and 6 in Division "D" of the Cook and Stewart Subdivision of the John D. Moore League, in Galveston County, Texas, according to plat of said Anizan Subdivision of record in Vol. 254-A, page 64, in the office of the County Clerk of Galveston County, Texas, and have sold the surface estate of Lot 1 of said Subdivision and having placed and imposed certain restrictions on said Lot 1, do hereby declare that the remaining lots, tracts and parcels of land embraced within the Anizan Subdivision above described, are hereby made subject to the restrictions, covenants and obligations hereinafter set forth and which shall be covenants running with the land and shall be binding on us and all persons claiming under us until January 1, 1999, which restrictions and conditions are as follows:

(a) These lots shall be known and described as residential lots, and shall be used for residential purposes only.

(b) No building shall be located on any lot in this Subdivision more than thirty-five (35) feet nor less than thirty (30) feet from the front lot line, nor nearer than five (5) feet to the side lot line. This restriction shall not apply to a garage located on the rear of the lot.

(c) No noxious or offensive trade or activity shall be carried on upon any lot in this Subdivision, nor shall anything be done thereon which may or become an annoyance or nuisance to the owners of the remaining lots in the Subdivision.

(d) The ground floor area of the main structures on Lots 1, 2 and 3 exclusive of one-story porches and garages shall not be less than 1600 square feet. The ground floor area of the main structures on the remaining lots in this Subdivision shall not be less than 1000 square feet.

(e) No house shall be moved onto any lot in this Subdivision from any other location, nor shall any trailer, basement, tent, shack, garage, barn or any other building erected or placed on any of such lots at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(f) These restrictions shall be applicable to the improvements constructed on said lots in said Subdivision from and after the date hereof.

(g) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any part of the covenants herein, it shall be lawful for any other person or persons owning any property in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing or to recover damages or other dues for such violation.

EXECUTED this, the 2nd day of June, 1952.

A. F. Anizan
A. F. Anizan

Laura K. Anizan
Laura K. Anizan

THE STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared A. F. ANIZAN and LAURA K. ANIZAN, wife of A. F. ANIZAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said LAURA K. ANIZAN, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said LAURA K. ANIZAN, acknowledged such instrument to be her act and deed, and declared that she had executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this, the 2nd day of June, 1952.



W. J. Hummel
Notary Public in and for
Galveston County, Texas.

Filed for Record June 14 1952, at 9:40 o'clock A.M. No. 77933.

Recorded June 17 1952, at 9:10 o'clock A.M.

JOHN R. PLATTE, County Clerk, By J. B. Humphrey Jr. Deputy.

- 253

PUBLIC UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. F. Anizan, and wife, Laura Anizan, of the County of Galveston, State of Texas, owners of the ANIZAN SUBDIVISION, of Lots 5 and 6, Division "D", of the Cooke and Stewart Subdivision, John D. Moore League, Galveston County, Texas, which plat is filed of record in Book 254-A, Page 64, of the Map Records in the County Clerk's Office of Galveston County, Texas, do hereby dedicate to all Public Utility Companies serving the area commonly known as La Marque, Texas, an Easement for the construction and maintenance of pipe lines, for the transmission of natural gas, water, sewage and etc., below the ground and electric power light and/or telephone lines above or under the ground, across and upon the following described strips or parcels of land, all lying within the bounds of the above said Anizan Subdivision, to-wit:

A strip of land 10 ft. in width along the North side of Lot 18, along the North end of Lots 15 and 14 and along the north-easterly side of Lots 13, 12 and 11.

A strip of land 10 ft. in width, 5 ft. each side of the common line between Lots 14 and 15.

A strip of land 10 ft. in width, 5 ft. each side of the common line between Lots 5 and 10, Lots 4 and 9, Lots 3 and 8, Lots 2 and 7 and Lots 1 and 6, said 10 ft. strip extending from the South line of Laura Avenue to the South line of the Anizan Subdivision.

A strip of land 10 ft. in width along the South line of Lot 1 from its West line to a point opposite the West boundary of the Yaupon Addition near the southeast end of the Anizan Subdivision.

Together with the right of ingress and egress to or from said easement for the purpose of constructing, reconstructing, maintaining, inspecting and removing said utility lines.

In further consideration, the users of the said easement agree to keep the said easement clean of waste materials used in the construction of said utility lines, keep the ground level with the average existing grade and in an unobstructed condition except for the equipment installed for the actual operation of the said utilities.

To have and to hold the above described easement and rights unto the said utility companies, their successors and assigns, until or unless said utility lines shall be abandoned and no longer of public use.

And we do hereby bind ourselves, our heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said utility companies, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this 27th day of May, 1952.

A. F. Anizan
Laura Anizan

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared A. F. Anizan and Laura Anizan, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Laura Anizan, wife of said A. F. Anizan, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Laura Anizan, acknowledged such instrument to be her act and deed and that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.



Given under my hand and seal of office this 27th day of

A. J. LeMaire
Notary Public in and for Galveston County,
A. J. LeMAIRE Texas.
Notary Public in and for Galveston County, Texas

Filed for Record May 28 1952, at 2:00 o'clock P. M. No. 77131.

Recorded May 28 1952, at 3:10 o'clock P. M.

JOHN R. PLATTE, County Clerk, By J. S. Humphrey Deputy

8732152

2

1. T Code 05800

Do not write in the space above

TEXAS STATE TAX LIEN

County Clerk Of
GALVESTON
P O BOX 2450
GALVESTON, TX 77550

County

005-42-0940

For Comptroller's use only	
3. Taxpayer number 1-74-1768076-0	4. Period 1987
* 0	* 084
Recording date	Volume Page
* 003297504	* 0

COUNTY CLERK: Please record this Texas State Tax Lien in the "State Tax Liens Book" of your county as provided by TEX. TAX CODE ANN. ch. 113. Enter your county filing date in the space designated below.
Return this lien when recorded to:

COMPTROLLER OF PUBLIC ACCOUNTS
Capital Station Austin, Texas 78774.

PAID

This notice is given that a lien exists in favor of the State of Texas for delinquent taxes. The liability below is tax only and is exclusive of penalty, interest and any other charge which is now due or may accrue. All taxes, fines, penalty and interest due to the State of Texas were assessed by statute and were secured as of the assessment date by a statutory lien on all real and personal property owned, claimed or acquired by the taxpayer named below.

Taxpayer Identification:		
CRAGIN ENTERPRISES INC BOX 339 LA MARQUE, TX 77568		
TYPE OF TAX	PERIOD OF LIABILITY	AMOUNT OF LIEN
FRANCHISE	05-01-87 through 04-30-88	\$68.00
TOTAL AMOUNT OF LIEN		\$68.00

This lien is cumulative and in addition to all other liens provided by law and is sufficient to cover all taxes, penalties and interest of the same nature which may accrue after filing this notice.

This notice is made as required by TEX. TAX CODE ANN. ch. 113 and all other relevant provisions of law.

Given under my hand and seal of office at the City of Austin, Texas, this 7TH day of AUGUST, 1987.



Bob Bullock

BOB BULLOCK
COMPTROLLER OF PUBLIC ACCOUNTS

County Clerk certification and recording information

FILED FOR RECORD
AUG 18 10 09 AM '87
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY TX.

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the Official Public Records
of Real Property of Galveston County Texas, on

AUG 18 1987



Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

For assistance call 512/463-4600 or call 1-800-252-5555 toll free from anywhere in Texas.

8606191

004-40-1762

R E S O L U T I O N

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CRAGIN ENTERPRISES, INC.:

That the Corporation borrow the sum of ONE HUNDRED FORTY FOUR THOUSAND AND NO/100 DOLLARS (\$144,000.00) from AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY; said loan to be evidenced by a promissory note to be executed by the Corporation bearing interest from date thereof until maturity at a rate per annum equal to the sum of the Prime Cost of Funds of AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY plus five percent (5.0%);

That the Corporation encumber by Deed of Trust and any other security agreement required by AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY to secure said loan the following described property, to wit:

Part of Lot 9 of Anizan Subdivision out of the John D. Moore League, in Galveston County, Texas, according to the map thereof recorded in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 9;

THENCE in an Easterly direction along the North line of Lot 9, a distance of 203.1 feet to a point for corner;

THENCE in a Southerly direction parallel to the East line of Lot 9, a distance of 19 feet to a point for corner;

THENCE in an Easterly direction, parallel to the North line of Lot 9, a distance of 10.00 feet to a point for corner in the East line of Lot 9

THENCE in a Southerly direction, along the East line of Lot 9, a distance of 77.00 feet to a point for corner being the Southeast corner of Lot 9;

THENCE in a Westerly direction, along the South line of Lot 9, a distance of 213.1 feet to a point for corner, being the Southwest corner of Lot 9;

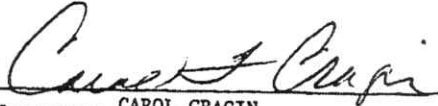
THENCE in a Northerly direction, along the West line of Lot 9, a distance of 96.0 feet to the PLACE OF BEGINNING;

That the Corporation mortgage said property to secure the payment of any and all indebtedness of the Corporation to AMERICAN SAVINGS AND LOAN ASSOCIATION OF BRAZORIA COUNTY, its successors and assigns, now owing or hereafter incurred, howsoever the same may accrue;

004-40-1763

That SUMNER CRAGIN, President of the Corporation, is hereby authorized and directed to execute said note and deed of trust on behalf of the Corporation and any and all other instruments necessary to accomplish the purposes of this resolution as well as any and all other instruments necessary and/or proper in connection therewith;

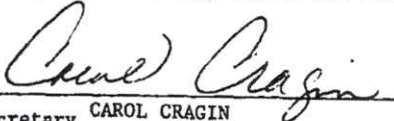
That all instruments executed by the said President of the Corporation pursuant hereto shall be binding acts and deeds of the Corporation, and all of the acts and things which the said President of the Corporation has heretofore done or may hereafter do in connection with the aforesaid loan are hereby RATIFIED, CONFIRMED and APPROVED.


Secretary CAROL CRAGIN

THE STATE OF TEXAS

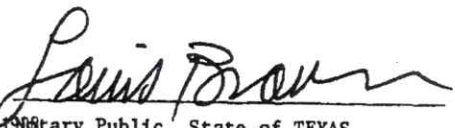
COUNTY OF GALVESTON

I, CAROL CRAGIN, Secretary of CRAGIN ENTERPRISES, INC., a Texas corporation, hereby certify that the above and foregoing Resolution was duly adopted at a meeting of the Board of Directors of CRAGIN ENTERPRISES, INC. held on the 1st day of January, 1986, which was duly called and announced.


Secretary CAROL CRAGIN

SUBSCRIBED and SWORN TO before me by the said CAROL CRAGIN, on this the 12 day of Feb, 1986, to certify which witness my hand and official office.



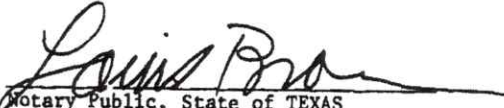
LOUIS BROWN
Notary Public at Large
For State Of Texas
My Commission Expires July 14, 1988

Notary Public, State of TEXAS

THE STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on this 12 day of February, 1986, by CAROL CRAGIN, Secretary of CRAGIN ENTERPRISES, INC., a Texas corporation, on behalf of said corporation.



LOUIS BROWN
Notary Public at Large
For State Of Texas
My Commission Expires July 14, 1988
After recording return: My Commission Expires: _____
American Savings and Loan Association
P.O. Box 778
LaMarque, Texas 77568
Stewart Title Company CF#2687-F-8 T.C.


Notary Public, State of TEXAS

004-40-1764

004-40-1764

FILED FOR RECORD
Feb 17 10 22 AM '86

Mary Jane Christensen
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the Official Public Records of Real Property of Galveston
County, Texas, on

FEB 17 1986



Mary Jane Christensen
COUNTY CLERK, Galveston County, Texas

14921

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

WHEREAS, certain restrictive covenants were imposed on that certain real property known and described as the Anizan Subdivision, in Galveston County, Texas, according to the map or plat thereof of record in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, and

WHEREAS, included among such restrictive covenants was a restriction that the lots in such Subdivision be designated as residential lots and be used for residential purposes only, and

WHEREAS, JANE S. MILLIGAN, the present owner of Lot Nine (9) in the said Anizan Subdivision, is desirous of selling said lot for use for commercial purposes and having the aforementioned residential use released insofar as it applies to the said Lot Nine (9), and

WHEREAS, the undersigned owners of Lots in the Anizan Subdivision, in Galveston County, Texas, are in agreement to so release the said Lot Nine (9) in the Anizan Subdivision, now, therefore,

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned do hereby release Lot Nine (9) in the Anizan Subdivision, in Galveston County, Texas, according to the map or plat thereof of record in Volume 254-A, Page 64, in the office of the County Clerk of Galveston County, Texas, from that provision of those certain building restrictions set out in Volume 956, Page 453, in the office of the County Clerk of Galveston County, Texas, which restricts the aforementioned Lot to residential uses and purposes only, and agree that the said

Lot may be used for commercial purposes except for the sale of alcoholic beverages for consumption on the premises. Except as herein so released, such Restrictions shall otherwise remain unimpaired.

DATED this 21st day of JANUARY, 1974.

James J. Lewis
Helen W. Lewis
Arnell H. Lewis
Walter A. Lewis
Michael H. Clayton
Constance F. Clayton
Barbara
Bernice Harvie
Oris W. Oliver
Ruth L. Oliver
Germon E. Quebe
Jennie Lee Quebe
Jarvis M. Bell
Ruth Bell
Donna J. Jolley
Mrs. Glen Jolley, Jr.
Haris Jolley
Glen Milligan

NOTED
DATE 2476 MAR 285

NOTARY PUBLIC
2476 MAR 28 1974

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ernest F. Lewis and wife, Helen H. Lewis, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January, 1974.

Bobby J. Swelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ernest J. Pesch and wife, Vivian A. Pesch, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January, 1974.

Bobby J. Swelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael W. Clayton and wife, Constance F. Clayton, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January, 1974.

Bobby J. Swelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared I B. Harvie and wife, Bessie Harvie, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, 1974.

SEAL

Bobby J. Lowell
NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Odio W. Oliver and wife, Ruth A. Oliver, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, 1974.

SEAL

Bobby J. Lowell
NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Vernon J. Quiber and wife, Jennie Lee Quiber, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, 1974.

SEAL

Bobby J. Lowell
NOTARY PUBLIC in and for
Galveston County, Texas.

2476 MAR 28 1974

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James M. Bell and wife, Ruth Bell, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of February, 1974.

Bobby J. Savelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Allen Lenzly Jr. and wife, Mrs. Ellen Lenzly Jr., both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of February, 1974.

Bobby J. Savelle

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JANE M. MURKIN and wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of April, 1974.

J. Robert Jones

SEAL

NOTARY PUBLIC in and for Galveston County, Texas.

2476 MAY 288



THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

MORRIS 15-42 and wife, _____,
both known to me to be the persons whose names ~~are~~ subscribed to
the foregoing instrument, and acknowledged to me that ~~they~~ each
executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of
May, 1974.

J. Allan Jones

SEAL

NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

_____ and wife, _____,
both known to me to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged to me that they each
executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 1974.

SEAL

NOTARY PUBLIC in and for
Galveston County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned, a Notary Public in and for
said County and State, on this day personally appeared

_____ and wife, _____,
both known to me to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged to me that they each
executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 1974.

SEAL

NOTARY PUBLIC in and for
Galveston County, Texas.

2476 MC 283

BOOK 2476 PAGE 290

14921		RELEASE OF RESTRICTIONS	FILED FOR RECORD 4:15 P.M. MAY 23 1974 CLERK OF DISTRICT CLERK COUNTY CLERK, GALVESTON COUNTY, TEXAS BY <i>William J. Sullivan</i> Deputy	<i>W. J. Sullivan</i> I. ALLAN LERNER ATTORNEY P.O. BOX 438 LA MARQUE, TEXAS 77566 810-5401
-------	--	-------------------------	--	---

STATE OF TEXAS
 I hereby certify that this instrument was filed on the
 date and time stamp shown by me and was duly recorded
 in the volume and page of the public records of Galveston
 County, Texas as shown above.
 MAY 28 1974
 COUNTY CLERK, Galveston County, Texas



RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS ACCEPTING THE RESULTS OF THE FISCAL YEAR 2021-2022 FINANCIAL AUDIT

WHEREAS, Brookswatson & Co. is the City of La Marque's contracted auditing firm; and

WHEREAS, on October 23, 2023, Brookswatson & Co. presented their findings to the La Marque City Council.

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

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

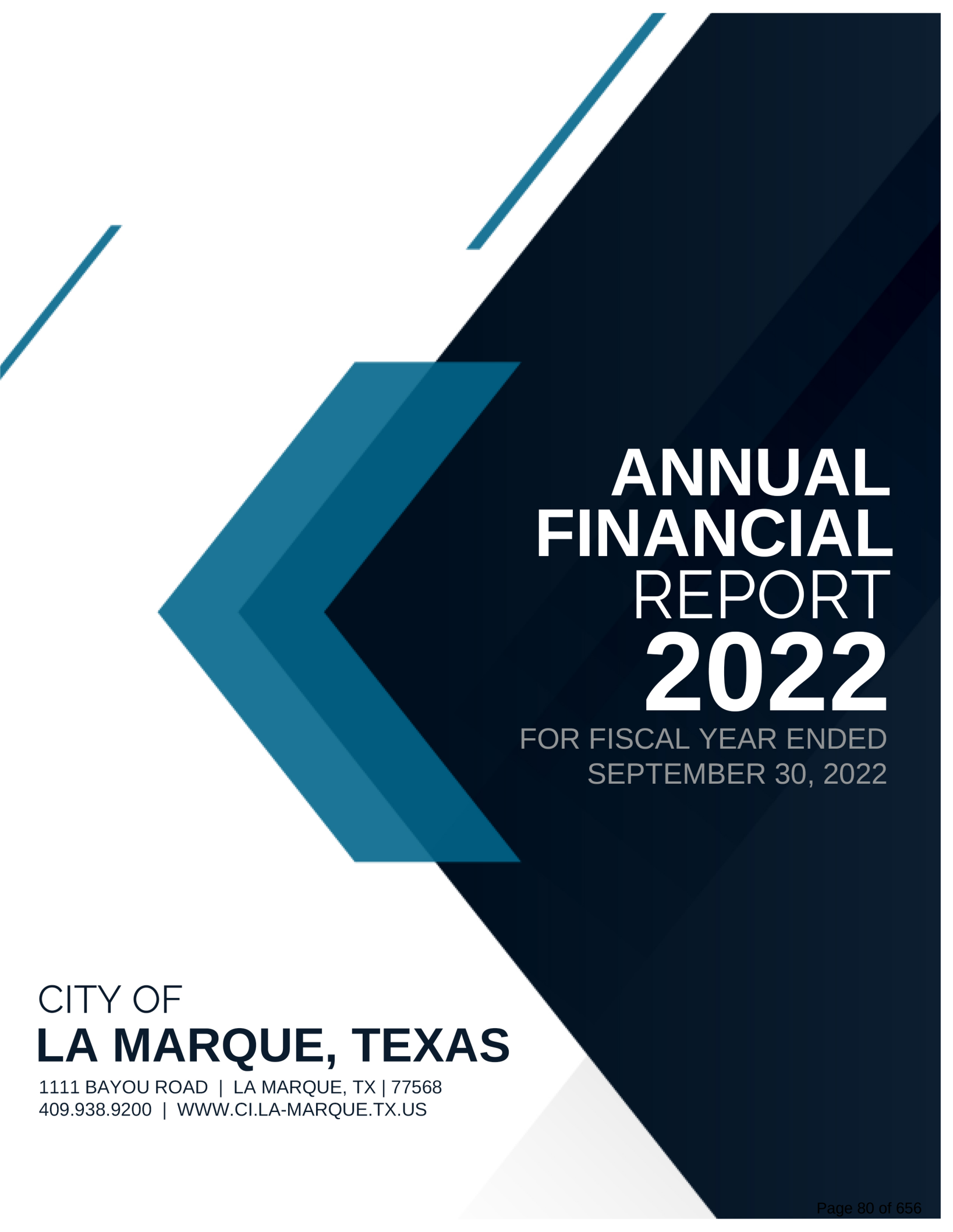
The City Council of the City of La Marque Texas accepts the findings of Brookswatson & Co as part of a formal public record.

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



ANNUAL FINANCIAL REPORT 2022

FOR FISCAL YEAR ENDED
SEPTEMBER 30, 2022

CITY OF
LA MARQUE, TEXAS

1111 BAYOU ROAD | LA MARQUE, TX | 77568
409.938.9200 | WWW.CI.LA-MARQUE.TX.US

*ANNUAL
FINANCIAL REPORT*

of the

City of La Marque, Texas

**For the Year Ended
September 30, 2022**

Prepared by:
Finance Department

Suzy Kou
Finance Director

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City of La Marque, Texas

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September 30, 2022

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of La Marque, Texas:

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of La Marque, Texas as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise City of La Marque, Texas's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of La Marque, Texas, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of La Marque, Texas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the

preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of La Marque, Texas's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of La Marque, Texas's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of La Marque, Texas's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Emphasis of Matter

As discussed in Note V.F. to the financial statements, due to the implementation of GASB Statement No. 87, Leases, the City restated capital assets, long-term liabilities, within governmental and business-type activities. In addition, the City restated beginning fund balance/net position for the general fund and governmental activities due to a correction to prior year grant revenues. Our opinion is not modified with respect to this matter.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of changes in net pension liability and related ratios, schedule of employer contributions to pension plan, schedule of changes in postemployment benefits other than pensions and related ratios, and budgetary comparison information as listed in the table on contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of La Marque, Texas's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

This accompanying supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary

information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 6, 2023, on our consideration of the City of La Marque, Texas's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of La Marque's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Brooks Watson & Co." in a cursive, flowing script.

BrooksWatson & Co., PLLC
Certified Public Accountants
Houston, Texas
October 6, 2023

***MANAGEMENT'S DISCUSSION
AND ANALYSIS***

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City of La Marque, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2022

As management of the City of La Marque, Texas (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i-v of this report.

Financial Highlights

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows (net position) at September 30, 2022 by \$27,906,273.
- The City's total net position increased by \$702,304. The majority of the City's net position is invested in capital assets and restricted for specific purposes.
- The City's governmental funds reported combined ending fund balances of \$9,878,107 at September 30, 2022, a decrease of \$778,181 from the prior fiscal year; this includes a decrease of \$2,288,927 in the general fund, a decrease of \$47,876 in the capital improvements fund, and an increase of \$685,887 in the nonmajor governmental funds.
- At the end of the fiscal year, unassigned fund balance for the general fund was \$3,296,419 or 21% of total general fund expenditures.
- The City's outstanding bonds, contractual obligations and certificates of obligation payable decreased by \$422,174 from the prior year. The total bonds and certificates of obligation payable at the close of the fiscal year were \$26,922,826.
- The City's net pension liability balances totaled \$3,814,663 as of year end.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-Wide Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

City of La Marque, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS (*Continued*)

September 30, 2022

The *statement of net position* presents information on all of the City's assets and liabilities. The difference between the two is reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Other non-financial factors, such as the City's property tax base and the condition of the City's infrastructure, need to be considered in order to assess the overall health of the City.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, and public works. The business-type activities of the City include water distribution, wastewater collection/treatment, and solid waste collection.

The government-wide financial statements include not only the City itself (known as the *primary government*), but also the legally separate La Marque Economic Development Corporation for which the City is financially accountable. Financial information for this component unit is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 20-25 of this report.

FUND FINANCIAL STATEMENTS

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental* activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains eighteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and capital improvement fund, which are the only major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in a separate section of the report.

The City adopts an annual appropriated budget for its general, debt service, capital projects, capital improvements, and various other special revenue funds. A budgetary comparison statement has been provided for each fund to demonstrate compliance with their respective budget.

The basic governmental fund financial statements can be found on pages 26-31 of this report.

Proprietary Funds

The City maintains two type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses an enterprise fund to account for its water distribution, wastewater collection/treatment, and solid waste collection operations. All activities associated with providing such services are accounted for in these funds, including administration, operation, maintenance, debt service, capital improvements, production and distribution, billing and collection. The City's intent is that costs of providing the services to the general public on a continuing basis is financed through user charges in a manner similar to a private enterprise. *Internal service funds* are an accounting device used to accumulate and allocate cost internally among the City's various functions. The City uses internal service funds to account for the maintenance and purchase of equipment.

Proprietary financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the utility and the sanitation funds since they are considered major funds of the City.

The basic proprietary fund financial statements can be found on pages 32-37 of this report.

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary funds are not reported in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The City maintains two fiduciary funds, the Library Memorial fund and the Seized Property fund. The *private purpose trust fund* reports resources held by the City in a custodial capacity for individuals, private organizations and other governments.

Component Unit

The City maintains the accounting and financial statements for one component unit. The La Marque Economic Development Corporation is a discretely presented component unit displayed on the government-wide financial statements.

Notes to Financial Statements

The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements.

The notes to the financial statements can be found on pages 41-92 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City's progress in funding its obligation to provide pension benefits to its employees and budgetary comparison for the general fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted previously, net position may serve over time as a useful indicator of the City's financial position. For the City of La Marque, Texas, assets and deferred outflows exceeded liabilities and deferred inflows by \$27,906,273 as of September 30, 2022, in the primary government.

The largest portion of the City's net position, \$23,771,394, reflects its investments in capital assets (e.g., land, city hall complex, recreation hall, streets, water and wastewater system, sanitary landfill systems, as well as the public works facilities), less any debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the assets themselves cannot be used to liquidate these liabilities.

Statement of Net Position:

The following table reflects the condensed Statement of Net Position:

	2022			2021		
	Governmental Activities	Business-Type Activities	Total	Governmental Activities	Business-Type Activities	Total
Current and other assets	\$ 15,075,809	\$ 10,970,403	\$ 26,046,212	\$ 15,731,839	\$ 9,587,009	\$ 25,318,848
Long-term assets	26,207,082	27,689,807	53,896,889	26,520,476	26,020,596	52,541,072
Total Assets	41,282,891	38,660,210	79,943,101	42,252,315	35,607,605	77,859,920
Deferred Outflows	1,407,024	187,541	1,594,565	1,491,914	197,069	1,688,983
Other liabilities	6,674,403	4,214,258	10,888,661	6,177,535	2,381,321	8,558,856
Long-term liabilities	25,569,601	14,951,612	40,521,213	27,014,075	16,001,933	43,016,008
Total Liabilities	32,244,004	19,165,870	51,409,874	33,191,610	18,383,254	51,574,864
Deferred Inflows	1,993,471	228,048	2,221,519	675,261	94,809	770,070
Net Position:						
Net investment in capital assets	7,754,162	16,017,232	23,771,394	8,150,614	14,472,914	22,623,528
Restricted	3,110,309	1,715,459	4,825,768	1,642,631	1,477,215	3,119,846
Unrestricted	(2,412,031)	1,721,142	(690,889)	84,113	1,376,482	1,460,595
Total Net Position	\$ 8,452,440	\$ 19,453,833	\$ 27,906,273	\$ 9,877,358	\$ 17,326,611	\$ 27,203,969

Current assets of business-type activities were \$10,970,403 and \$9,587,009 as of September 30, 2022 and September 30, 2021, respectively. The increase of \$1,383,394 was primarily attributed to operating surpluses in the current year. Business-type activities had an overall positive change in net position of \$2,127,222. Other liabilities of the primary government increased by \$2,329,805 primarily due to the recognition of nonrecurring grant revenue in the current year. Long-term liabilities for the primary government decreased by \$2,494,795 primarily due to principal payments made in the current year.

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

Statement of Activities:

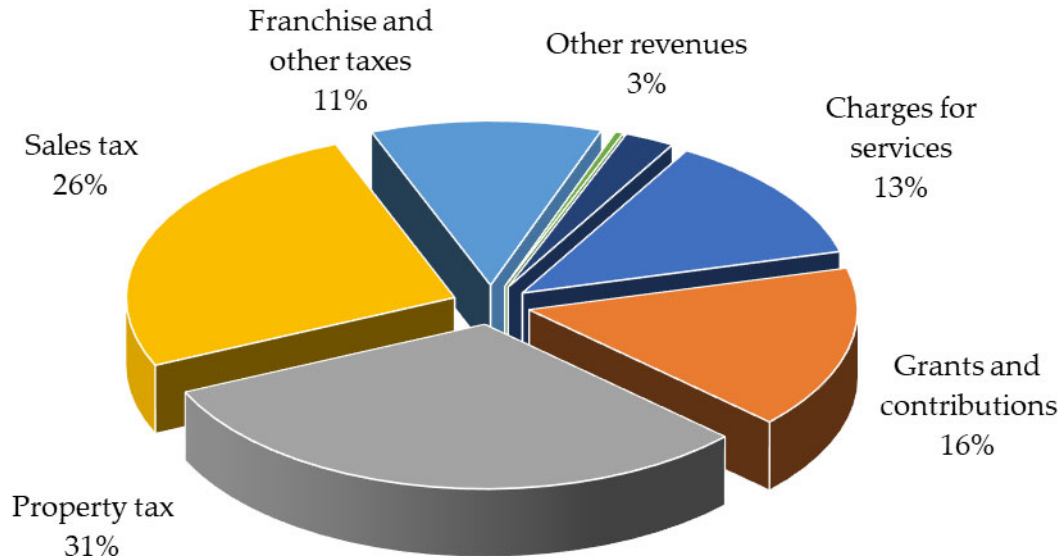
The following table provides a summary of the City's changes in net position:

	For the Year Ended September 30, 2022			For the Year Ended September 30, 2021		
	Governmental Activities	Business-Type Activities	Total Primary Government	Governmental Activities	Business-Type Activities	Total Primary Government
Revenues						
Program revenues:						
Charges for services	\$ 2,525,374	\$ 9,475,685	\$ 12,001,059	\$ 2,899,496	\$ 9,374,533	\$ 12,274,029
Grants and contributions	3,212,700	-	3,212,700	936,675	-	936,675
General revenues:						
Property tax	6,272,304	-	6,272,304	6,007,303	-	6,007,303
Sales tax	5,184,603	-	5,184,603	4,918,601	-	4,918,601
Franchise and other taxes	2,280,968	-	2,280,968	1,500,458	-	1,500,458
Investment income	79,974	56,160	136,134	10,792	13,037	23,829
Other revenues	492,744	192,895	685,639	358,275	196,277	554,552
Total Revenues	20,048,667	9,724,740	29,773,407	16,631,600	9,583,847	26,215,447
Expenses						
General government	4,949,348	-	4,949,348	4,138,497	-	4,138,497
Public safety	10,346,440	-	10,346,440	9,170,691	-	9,170,691
Public works	3,130,452	-	3,130,452	2,219,243	-	2,219,243
Interest and fiscal charges	782,838	466,935	1,249,773	815,289	496,534	1,311,823
Utility	-	6,679,954	6,679,954	-	7,189,571	7,189,571
Sanitation	-	2,715,136	2,715,136	-	2,867,403	2,867,403
Total Expenses	19,209,078	9,862,025	29,071,103	16,343,720	10,553,508	26,897,228
Change in Net Position						
Before Transfers	839,589	(137,285)	702,304	287,880	(969,661)	(681,781)
Transfers	(2,264,507)	2,264,507	-	(362,919)	362,919	-
Total	(2,264,507)	2,264,507	-	(362,919)	362,919	-
Change in Net Position	(1,424,918)	2,127,222	702,304	(75,039)	(606,742)	(681,781)
Beginning Net Position	9,877,358	17,326,611	27,203,969	9,952,397	17,933,353	27,885,750
Ending Net Position	\$ 8,452,440	\$ 19,453,833	\$ 27,906,273	\$ 9,877,358	\$ 17,326,611	\$ 27,203,969

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

Graphic presentations of selected data from the summary tables are displayed below to assist in the analysis of the City's activities.

Governmental Activities Revenues

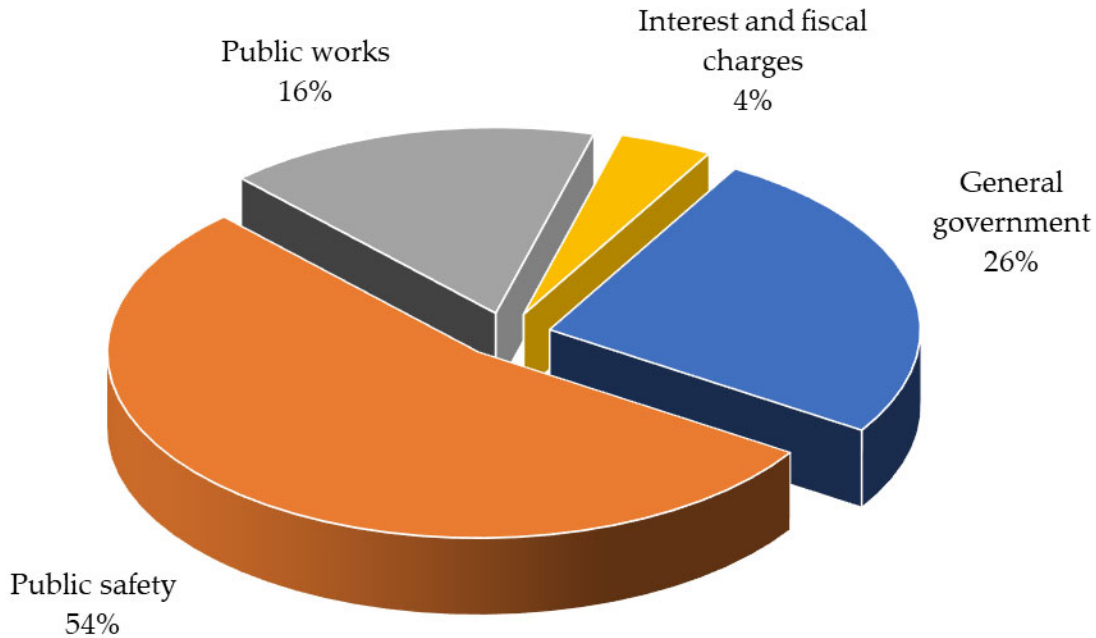


For the year ended September 30, 2022, revenues from governmental activities totaled \$20,048,667. Property tax and sales tax are the City's largest general revenue sources. Overall revenue increased \$3,417,067 or 21% from the prior year. Charges for services decreased by \$374,122 or 13% primarily to a reduction in permit revenue, court collections, plan review fees, and fire code inspections over the course of the year. Grants and contributions increased \$2,276,025 or over 100% primarily as a result of nonrecurring Hurricane Harvey mitigation grants received in the current year. Sales taxes increased by \$266,002 or 5% due to economic growth fueled by local purchases. Franchise and other taxes (special assessments) increased by \$780,510 or 52% due to new development assessments in the current year. Investment income increased by \$69,182 or over 100% primarily due to the realization of higher rates in the current year. Other revenue increased by \$134,469 or 38% due to nonrecurring mowing payments received and losses on sale of assets recognized in the prior year. All other revenues remained relatively stable when compared to the previous year.

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

This graph shows the governmental function expenses of the City:

Governmental Activities Expenses

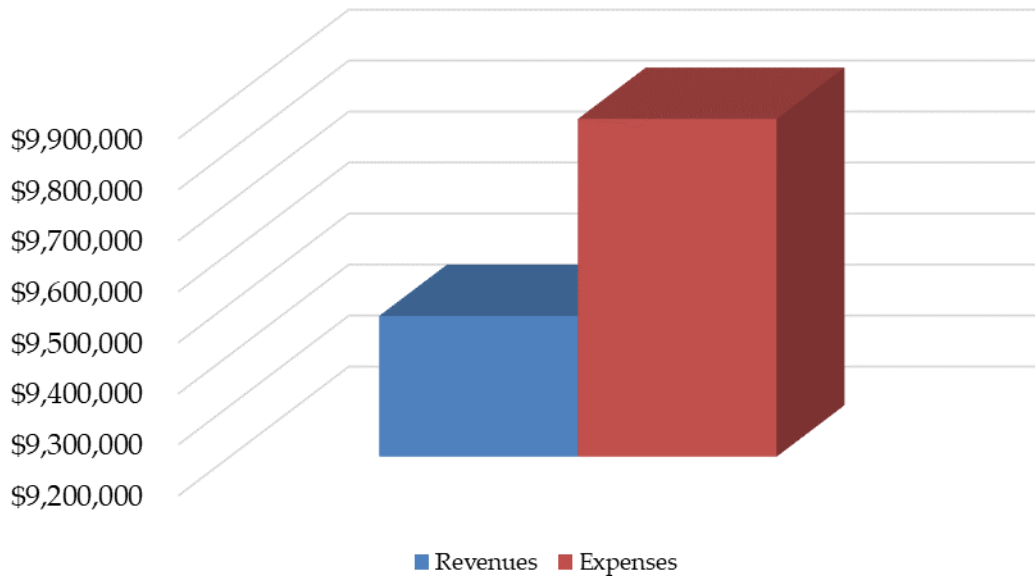


For the year ended September 30, 2022, expenses for governmental activities totaled \$19,209,078. This represents an increase of \$2,865,358 or 18% from the prior year. The City's largest functional expense is public safety totaling \$10,346,440. Public safety expenses increased by \$1,175,749 or 13% primarily due to greater personnel/employee benefit costs, fuel supplies, safety gear, asset depreciation and professional fees related to the police station assessment in the current year. General government expenses increased by \$810,851 or 20% due to greater data processing personnel costs, professional fees, legal expenses, software maintenance, and nonrecurring Hurricane Harvey mitigation expenses in the current year. Public works expenses increased by \$911,209 or 41% primarily due to nonrecurring PID developer expenses and asset depreciation in the current year. All other expenses remained relatively stable when compared to the previous year.

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

Business-type activities are shown comparing operating costs to revenues generated by related services.

Business-Type Activities - Revenues and Expenses



For the year ended September 30, 2022, charges for services by business-type activities totaled \$9,475,685. This is an increase of \$101,152 or 1%, from the previous year, which is considered minimal.

Total expenses decreased \$691,483 or 7% to a total of \$9,862,025. Utility service expenses decreased by \$509,617 or 7% primarily due to a reduction in retirement expenses and nonrecurring professional services for pipe repair work in prior year. In addition, nonrecurring utility costs were incurred due to winter storm Uri in February 2021. Sanitation service expenses increased by \$152,267 or 5%, primarily due to nonrecurring bad debt expense recognized in the prior year.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds - The focus of the City's governmental funds is to provide information of near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the year.

At September 30, 2022, the City's governmental funds reported combined fund balances of \$9,878,107, a decrease of \$778,181 in comparison with the prior year. Approximately 33% of this amount, \$3,266,556, constitutes *unassigned fund balance*, which is available for spending at the government's discretion.

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

Nonspendable fund balance totaled \$171,025 for inventories and prepaids. The remainder of the fund balance is restricted for particular purposes totaling \$6,440,526.

As of the end of the year the general fund reflected a total fund balance of \$3,466,544. General fund balance decreased by \$2,288,927. This decrease was primarily a result of less than expected intergovernmental revenues received in the current fiscal year.

As a measure of the general fund's liquidity, it may be useful to compare total unassigned fund balance to total fund expenditures. The unassigned (the amount available for spending) fund balance of the general fund of \$3,296,419 is 21% of total general fund operating expenditures.

As of the end of the year the capital improvements fund reflected a fund balance of \$3,558,618, a decrease of \$47,876. This decrease was primarily a result of current year capital outlay expenditures exceeding investment income and transfers from other funds, which was consistent with the City's proposed budget.

As of the end of the year the debt service fund reflected a fund balance of \$907,347, an increase of \$1,009,080. This increase was a result of current year expenditures being less than appropriations. Debt service payments totaling \$1,056,838, including bond issuance costs, were incurred in the current year.

As of the end of the year the public improvement district no.1 fund reflected a fund balance of \$0, and did not change from the prior year. Special assessment revenues equaled debt service payments and administrative expenditures over the course of the year.

As of the end of the year the GLO – Ike recovery 2 fund reflected a fund deficit of \$29,863, a decrease of \$136,345. This decrease was primarily a result of transfers out to the water and sewer fund in the current year.

Proprietary Funds - The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Net position in the City's largest proprietary fund, the utility fund, totaled \$19,341,550. Unrestricted net position at the close of the fiscal year amounted to \$1,608,859, and overall net position increased \$2,018,223 from the previous year. Total investment in capital assets, net of related debt was \$16,017,232, and capital assets, net of depreciation totaled \$27,689,807.

GENERAL FUND BUDGETARY HIGHLIGHTS

Supplemental budget amendments were approved during the fiscal year increasing total budgeted expenditures by \$98,208, while budgeted revenues increased by \$4,295,645, resulting in a deficit in a final budgeted fund balance of \$837,339. Total budgeted revenues of \$19,256,555 were greater than actual revenues of \$13,466,463, resulting in a negative revenue variance of \$5,790,092. Total budgeted expenditures of \$15,641,539 were less than actual expenditures of \$15,659,252, resulting in a total

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

negative expenditure variance of \$17,713. The capital and debt service departments exceeded appropriations at the legal level of control.

CAPITAL ASSETS

As of the end of the year, the City's governmental activities funds had invested \$19,716,391 in a variety of capital assets and infrastructure. The City's business-type activities funds had invested \$27,689,807 in a variety of capital assets and infrastructure, net of accumulated depreciation. This investment in capital assets includes land, buildings, vehicles, equipment, improvements, and infrastructure.

Major capital asset events during the current year include the following:

- Mahan Park boat ramp for \$70,717.
- Public safety building improvements for \$112,487.
- EST recoating totaling \$245,730.
- Citywide wastewater collection system inflow and infiltration prevention improvements for \$409,035.
- Investments in LS resiliency plan totaling \$1,908,900.
- Purchased Gradall ZL3300 for \$399,215.
- Purchased various waterline and lift station pump replacements totaling \$844,996.

More detailed information about the City's capital assets is presented in note IV. C to the financial statements.

LONG-TERM DEBT

The City's outstanding bonds, contractual obligations, notes payable, certificates of obligation, (excluding premiums and discounts) decreased by \$765,539 from the prior year. The total bonds and certificates of obligation payable at the close of the fiscal year were \$23,840,000. The City made \$2,222,016 in principal payments on all outstanding debt obligations. More detailed information about the City's long-term liabilities is presented in note IV. D to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The Mayor and City Council are committed to maintaining and improving the overall wellbeing of the City of La Marque and improving services provided to their public citizens. The City is budgeting conservatively for the upcoming year and planning to maintain similar services.

City of La Marque, Texas
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)
September 30, 2022

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's finances. If you have questions about this report or need any additional information, contact Finance Director, City of La Marque, 1111 Bayou Road, La Marque, Texas 77568.

FINANCIAL STATEMENTS

City of La Marque, Texas
STATEMENT OF NET POSITION (page 1 of 2)
September 30, 2022

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<u>Assets</u>			
Cash and cash equivalents	\$ 12,002,895	\$ 9,887,307	\$ 21,890,202
Investments	763,069	10,859	773,928
Receivables, net	1,677,613	971,870	2,649,483
Assessment receivable, current	487,970	-	487,970
Prepaid items	130,773	27,759	158,532
Internal balances	(26,763)	26,763	-
Inventories	40,252	45,845	86,097
Current Assets	15,075,809	10,970,403	26,046,212
Assessment receivable, noncurrent	6,490,691	-	6,490,691
Capital assets:			
Non-depreciable	393,573	4,201,760	4,595,333
Net depreciable capital assets	19,322,818	23,488,047	42,810,865
Noncurrent Assets	26,207,082	27,689,807	53,896,889
Total Assets	41,282,891	38,660,210	79,943,101
<u>Deferred Outflows of Resources</u>			
Deferred charge on refunding	18,943	-	18,943
Pension outflows - TMRS	1,296,825	174,209	1,471,034
OPEB outflows - Health	22,150	3,236	25,386
OPEB outflows - TMRS	69,106	10,096	79,202
Total Deferred Outflows of Resources	1,407,024	187,541	1,594,565

Component Unit	
La Marque	
EDC	
\$	7,519,983
	416,802
	291,814
	-
	22,231
	-
	-
	8,250,830
	-
	3,692,636
	1,630,991
	5,323,627
	13,574,457
	-
	41,875
	-
	-
	41,875

City of La Marque, Texas
STATEMENT OF NET POSITION (page 2 of 2)
September 30, 2022

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<u>Liabilities</u>			
Accounts payable and accrued liabilities	\$ 1,348,534	\$ 689,555	\$ 2,038,089
Customer deposits	37,058	628,023	665,081
Accrued interest payable	145,854	95,552	241,406
Unearned grant revenue	2,294,941	2,145,702	4,440,643
Compensated absences, current	1,340,964	74,605	1,415,569
Long-term debt due within one year	1,507,052	580,821	2,087,873
Current Liabilities	6,674,403	4,214,258	10,888,661
Noncurrent liabilities due in more than one year:			
Net pension liability - TMRS	2,658,534	357,133	3,015,667
Net pension liability - SAP	713,151	-	713,151
OPEB liability - Health	766,139	111,932	878,071
OPEB liability - TMRS	503,479	73,558	577,037
Compensated absences, noncurrent	148,996	8,289	157,285
Debt due in more than one year	20,779,302	14,400,700	35,180,002
Noncurrent Liabilities	25,569,601	14,951,612	40,521,213
Total Liabilities	32,244,004	19,165,870	51,409,874
<u>Deferred Inflows of Resources</u>			
Pension inflows - TMRS	1,681,738	225,916	1,907,654
OPEB inflows - SAP	297,137	-	297,137
OPEB inflows - Health	14,596	2,132	16,728
Total Deferred Inflows of Resources	1,993,471	228,048	2,221,519
<u>Net Position</u>			
Net investment in capital assets	7,754,162	16,017,232	23,771,394
Restricted for:			
Capital improvements	1,307,237	1,666,818	2,974,055
Tourism	328,803	-	328,803
Police department	77,490	-	77,490
Municipal court	113,832	-	113,832
Public improvement	84,590	-	84,590
Culture and recreation	57,371	-	57,371
Enabling legislation	195,464	-	195,464
Special projects	38,175	-	38,175
Debt service	907,347	48,641	955,988
Unrestricted	(2,412,031)	1,721,142	(690,889)
Total Net Position	\$ 8,452,440	\$ 19,453,833	\$ 27,906,273

See Notes to Financial Statements.

Component Unit
La Marque
EDC

\$	36,467
	2,500
	-
	-
	76,274
	-
	115,241

	85,845
	-
	-
	-
	8,474
	-
	94,319
	209,560

	54,304
	-
	-
	54,304

	5,323,627
	-
	-
	-
	-
	-
	-
	-
	931,897
	-
	7,096,944
\$	13,352,468

City of La Marque, Texas

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government				
Governmental Activities				
General government	\$ 4,949,348	\$ -	\$ 23,193	\$ 3,146,210
Public safety	10,346,440	342,743	43,297	-
Public works	3,130,452	2,182,631	-	-
Interest and fiscal charges	782,838	-	-	-
Total Governmental Activities	<u>19,209,078</u>	<u>2,525,374</u>	<u>66,490</u>	<u>3,146,210</u>
Business-Type Activities				
Utility	7,146,889	6,689,905	-	-
Sanitation	2,715,136	2,785,780	-	-
Total Business-Type Activities	<u>9,862,025</u>	<u>9,475,685</u>	<u>-</u>	<u>-</u>
Total Primary Government	<u>\$ 29,071,103</u>	<u>\$ 12,001,059</u>	<u>\$ 66,490</u>	<u>\$ 3,146,210</u>
Component Unit				
La Marque EDC	\$ 835,412	\$ -	\$ -	\$ -
Total Component Unit	<u>\$ 835,412</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

General Revenues:

Taxes
 Property tax
 Sales tax
 Assessments
 Franchise and other taxes
 Hotel occupancy taxes
 Investment income
 Other revenues

Transfers

Total General Revenues and Transfers

Change in Net Position

Beginning Net Position

Ending Net Position

See Notes to Financial Statements.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Total	La Marque EDC
\$ (1,779,945)	\$ -	\$ (1,779,945)	\$ -
(9,960,400)	-	(9,960,400)	-
(947,821)	-	(947,821)	-
(782,838)	-	(782,838)	-
(13,471,004)	-	(13,471,004)	-
-	(456,984)	(456,984)	-
-	70,644	70,644	-
-	(386,340)	(386,340)	-
(13,471,004)	(386,340)	(13,857,344)	-
			(835,412)
			(835,412)
6,272,304	-	6,272,304	-
5,184,603	-	5,184,603	1,726,978
1,105,840	-	1,105,840	-
1,068,171	-	1,068,171	-
106,957	-	106,957	-
79,974	56,160	136,134	63,099
492,744	192,895	685,639	268,947
(2,264,507)	2,264,507	-	-
12,046,086	2,513,562	14,559,648	2,059,024
(1,424,918)	2,127,222	702,304	1,223,612
9,877,358	17,326,611	27,203,969	12,128,856
\$ 8,452,440	\$ 19,453,833	\$ 27,906,273	\$ 13,352,468

City of La Marque, Texas

BALANCE SHEET GOVERNMENTAL FUNDS September 30, 2022

	General	Debt Service	GLO - Ike Recovery 2	Public Improvement District No. 1
<u>Assets</u>				
Cash and cash equivalents	\$ 5,150,556	\$ 1,529,784	\$ 135,592	\$ 42,920
Investments	452,426	4,372	-	-
Receivables, net	1,591,255	56,855	-	-
Assessments receivable	-	-	-	6,978,661
Inventory	40,252	-	-	-
Prepays	129,873	-	-	-
Due from other funds	82,181	-	-	-
Total Assets	\$ 7,446,543	\$ 1,591,011	\$ 135,592	\$ 7,021,581
<u>Liabilities</u>				
Accounts payable and accrued liabilities	\$ 1,160,614	\$ 59	\$ 136,345	\$ 42,920
Customer deposits	37,058	-	-	-
Unearned grant revenue	2,265,831	-	29,110	-
Due to other funds	112,080	626,750	-	-
Total Liabilities	3,575,583	626,809	165,455	42,920
<u>Deferred Inflows of Resources</u>				
Unavailable revenue - EMS	183,878	-	-	-
Unavailable revenue - assessments	-	-	-	6,978,661
Unavailable revenue - property taxes	220,538	56,855	-	-
Total Deferred Inflows of Resources	404,416	56,855	-	6,978,661
<u>Fund Balances</u>				
Nonspendable:				
Inventories	40,252	-	-	-
Prepays	129,873	-	-	-
Restricted for:				
Capital improvements	-	-	-	-
Special revenue	-	-	-	-
Debt service	-	907,347	-	-
Unassigned	3,296,419	-	(29,863)	-
Total Fund Balances	3,466,544	907,347	(29,863)	-
Total Liabilities, Deferred Inflows and Fund Balances	\$ 7,446,543	\$ 1,591,011	\$ 135,592	\$ 7,021,581

See Notes to Financial Statements.

Capital Improvements	Nonmajor Governmental Funds	Total Governmental Funds
\$ 3,562,841	\$ 1,059,504	\$ 11,481,197
-	263,177	719,975
-	29,503	1,677,613
-	-	6,978,661
-	-	40,252
-	900	130,773
-	626,750	708,931
<u>\$ 3,562,841</u>	<u>\$ 1,979,834</u>	<u>\$ 21,737,402</u>
\$ 4,223	\$ 4,373	\$ 1,348,534
-	-	37,058
-	-	2,294,941
-	-	738,830
<u>4,223</u>	<u>4,373</u>	<u>4,419,363</u>
-	-	183,878
-	-	6,978,661
-	-	277,393
<u>-</u>	<u>-</u>	<u>7,439,932</u>
-	-	40,252
-	900	130,773
3,558,618	1,078,836	4,637,454
-	895,725	895,725
-	-	907,347
-	-	3,266,556
<u>3,558,618</u>	<u>1,975,461</u>	<u>9,878,107</u>
<u>\$ 3,562,841</u>	<u>\$ 1,979,834</u>	<u>\$ 21,737,402</u>

City of La Marque, Texas

RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION GOVERNMENTAL FUNDS

September 30, 2022

Fund Balances - Total Governmental Funds

Adjustments for the Statement of Net Position:

Capital assets used in governmental activities are not current financial resources and, therefore, not reported in the governmental funds.

- Capital assets - non-depreciable

- Capital assets - net depreciable

- Net pension asset

Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the governmental funds.

- Property tax receivable

- Assessment receivable

- EMS receivable

Deferred outflows of resources, represent a consumption of net position that applies to a future period(s) and is not recognized as an outflow of resources (expenditure) until then.

- Deferred charges on refunding

- Deferred pension outflows - TMRS

- Deferred OPEB outflows - TMRS

- Deferred OPEB outflows - Health

Internal service funds are used by management to charge the cost of equipment services and replacement to individual funds. The assets/liabilities of the internal service funds are included in governmental activities in the statement of net position

Deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

- Deferred pension inflows -TMRS

- Deferred pension inflows -SAP

- Deferred OPEB inflows - Health

Some liabilities, including bonds payable and compensated absences, are not reported as liabilities in the governmental funds.

- Net pension liability - TMRS

- Net pension liability - SAP

- OPEB liability - Health

- OPEB liability - TMRS

- Compensated absences

- Accrued interest

- Bond premium

- Non-current liabilities due in one year

- Non-current liabilities due in more than one year

Net Position of Governmental Activities

See Notes to Financial Statements.

\$ 9,878,107

393,573
19,322,818

277,393
6,978,661
183,878

18,943
1,296,825
69,106
22,150

567,928

(1,681,738)
(297,137)
(14,596)

(2,658,534)
(713,151)
(766,139)
(503,479)
(1,489,960)
(145,854)
(460,961)
(1,507,052)
(20,318,341)

\$ 8,452,440

City of La Marque, Texas

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE GOVERNMENTAL FUNDS (Page 1 of 2) For the Year Ended September 30, 2022

	General	Debt Service	GLO - Ike Recovery 2	Public Improvement District No. 1
<u>Revenues</u>				
Property tax	\$ 4,127,344	\$ 2,065,591	\$ -	\$ -
Sales tax	5,184,603	-	-	-
Special assessments	-	-	-	757,620
Franchise and other taxes	1,027,176	-	-	-
Hotel occupancy taxes	-	-	-	-
License and permits	1,211,088	-	-	-
Charges for services	1,014,631	-	-	-
Fines and forfeitures	331,784	-	-	-
Intergovernmental	31,326	-	-	-
Contributions and donations	23,193	-	3,146,210	-
Investment income	47,750	327	-	-
Other revenues	467,568	-	-	-
Total Revenues	13,466,463	2,065,918	3,146,210	757,620
<u>Expenditures</u>				
Current:				
General government	3,443,729	-	-	19,720
Public safety	9,724,222	-	-	-
Public works	1,674,398	-	-	-
Debt service:				
Principal	324,116	607,400	-	440,749
Interest and fiscal charges	58,652	449,438	-	297,151
Bond issuance costs	-	-	-	-
Capital outlay	434,135	-	1,055,520	-
Total Expenditures	15,659,252	1,056,838	1,055,520	757,620
Excess of Revenues Over (Under) Expenditures	(2,192,789)	1,009,080	2,090,690	-

Capital Improvements	Nonmajor Governmental Funds	Total Governmental Funds
\$ -	\$ 62,709	\$ 6,255,644
-	-	5,184,603
-	-	757,620
-	40,995	1,068,171
-	106,957	106,957
-	-	1,211,088
-	-	1,014,631
-	10,959	342,743
-	11,971	43,297
-	-	3,169,403
18,902	9,772	76,751
-	25,176	492,744
<u>18,902</u>	<u>268,539</u>	<u>19,723,652</u>
-	159,129	3,622,578
-	51,792	9,776,014
-	-	1,674,398
-	-	1,372,265
-	-	805,241
-	26,076	26,076
226,778	3,150	1,719,583
<u>226,778</u>	<u>240,147</u>	<u>18,996,155</u>
(207,876)	28,392	727,497

City of La Marque, Texas

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE GOVERNMENTAL FUNDS (Page 2 of 2) For the Year Ended September 30, 2022

	General	Debt Service	GLO - Ike Recovery 2	Public Improvement District No. 1
<u>Other Financing Sources (Uses)</u>				
Transfers in	\$ 2,500	\$ -	\$ -	\$ -
Transfers (out)	(204,641)	-	(2,227,035)	-
Debt issuance	-	-	-	-
Lease issuance	106,003	-	-	-
Total Other Financing Sources (Uses)	(96,138)	-	(2,227,035)	-
Net Change in Fund Balances	(2,288,927)	1,009,080	(136,345)	-
Beginning fund balances	5,755,471	(101,733)	106,482	-
Ending Fund Balances	\$ 3,466,544	\$ 907,347	\$ (29,863)	\$ -

See Notes to Financial Statements.

Capital Improvements	Nonmajor Governmental Funds	Total Governmental Funds
\$ 160,000	\$ 7,169	\$ 169,669
-	(2,500)	(2,434,176)
-	652,826	652,826
-	-	106,003
160,000	657,495	(1,505,678)
(47,876)	685,887	(778,181)
3,606,494	1,289,574	10,656,288
3,558,618	\$ 1,975,461	\$ 9,878,107

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City of La Marque, Texas

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:

Net changes in fund balances - total governmental funds	\$ (778,181)
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Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	750,883
Depreciation expense	(1,360,385)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	321,792
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Pension expense - TMRS	145,628
Pension expense - SAP	(210,134)
Compensated absences	(87,634)
Other post employment benefits - TMRS	(42,956)
Other post employment benefits - Health	(40,100)
Accrued interest	14,843
Amortization of deferred charges on refunding	(2,706)
Amortization of bond premium and discounts	36,342

The issuance of long-term debt (e.g., bonds, leases, certificates of obligation) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when they are first issued; whereas, these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Principal payments	1,372,265
Contractual obligations issued	(652,826)
Developer payable	(788,969)
Lease issuance	(106,003)

Internal service funds are used by management to charge the cost of equipment services and replacement to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.

3,223

Change in Net Position of Governmental Activities	\$ (1,424,918)
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See Notes to Financial Statements.

City of La Marque, Texas
STATEMENT OF NET POSITION (Page 1 of 2)
PROPRIETARY FUNDS
September 30, 2022

	Business-Type Activities Enterprise Funds			Governmental Activities
	Utility	Sanitation	Total	Internal Service
Assets				
<u>Current Assets</u>				
Cash and cash equivalents	\$ 9,886,406	\$ 901	\$ 9,887,307	\$ 521,698
Investments	10,859	-	10,859	43,094
Receivables, net	628,986	342,884	971,870	-
Prepaid items	27,759	-	27,759	-
Due from other funds	244,002	-	244,002	3,136
Inventories	45,845	-	45,845	-
Total Current Assets	10,843,857	343,785	11,187,642	567,928
<u>Noncurrent Assets</u>				
Capital assets:				
Non-depreciable	4,201,760	-	4,201,760	-
Net depreciable capital assets	23,488,047	-	23,488,047	-
Total Noncurrent Assets	27,689,807	-	27,689,807	-
Total Assets	38,533,664	343,785	38,877,449	567,928
<u>Deferred Outflows of Resources</u>				
Pension outflows - TMRS	174,209	-	174,209	-
OPEB outflows - Health	3,236	-	3,236	-
OPEB outflows - TMRS	10,096	-	10,096	-
Total Deferred Outflows of Resources	187,541	-	187,541	-

City of La Marque, Texas
STATEMENT OF NET POSITION (Page 2 of 2)
PROPRIETARY FUNDS
September 30, 2022

	Business-Type Activities Enterprise Funds			Governmental Activities
	Utility	Sanitation	Total	Internal Service
Liabilities				
<u>Current Liabilities</u>				
Accounts payable and accrued expenses	\$ 675,292	\$ 14,263	\$ 689,555	\$ -
Customer deposits	628,023	-	628,023	-
Compensated absences, current	74,605	-	74,605	-
Current maturities of long-term liabilities	580,821	-	580,821	-
Due to other funds	-	217,239	217,239	-
Unearned grant revenue	2,145,702	-	2,145,702	-
Accrued interest	95,552	-	95,552	-
Total Current Liabilities	4,199,995	231,502	4,431,497	-
<u>Noncurrent Liabilities</u>				
Net pension liability - TMRS	357,133	-	357,133	-
OPEB liability - TMRS	73,558	-	73,558	-
OPEB liability - Health	111,932	-	111,932	-
Compensated absences, noncurrent	8,289	-	8,289	-
Long-term liabilities	14,400,700	-	14,400,700	-
Total Liabilities	19,151,607	231,502	19,383,109	-
<u>Deferred Inflows of Resources</u>				
Pension inflows - TMRS	225,916	-	225,916	-
OPEB inflows - Health	2,132	-	2,132	-
Total Deferred Inflows of Resources	228,048	-	228,048	-
<u>Net Position</u>				
Net investment in capital assets	16,017,232	-	16,017,232	-
Restricted for:				
Capital projects	1,666,818	-	1,666,818	-
Debt service	48,641	-	48,641	-
Unrestricted	1,608,859	112,283	1,721,142	567,928
Total Net Position	\$ 19,341,550	\$ 112,283	\$ 19,453,833	\$ 567,928

See Notes to Financial Statements.

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City of La Marque, Texas

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION PROPRIETARY FUNDS

For the Year Ended September 30, 2022

	Business-Type Activities Enterprise Funds			Governmental Activities
	Utility	Sanitation	Total	Internal Service
<u>Operating Revenues</u>				
Charges for services	\$ 6,689,905	\$ 2,785,780	\$ 9,475,685	\$ -
Other income	154,540	38,355	192,895	-
Total Operating Revenues	6,844,445	2,824,135	9,668,580	-
<u>Operating Expenses</u>				
Personnel services	1,514,929	-	1,514,929	-
Contractual services	758,376	2,715,136	3,473,512	-
Materials and supplies	321,200	-	321,200	-
Utilities	288,355	-	288,355	-
Purchased water	1,069,507	-	1,069,507	-
Repairs and maintenance	807,789	-	807,789	-
Depreciation	1,835,061	-	1,835,061	-
Capital outlay	84,737	-	84,737	-
Total Operating Expenses	6,679,954	2,715,136	9,395,090	-
Operating Income (Loss)	164,491	108,999	273,490	-
<u>Nonoperating Revenues (Expenses)</u>				
Investment income	56,160	-	56,160	3,223
Interest expense	(466,935)	-	(466,935)	-
Nonoperating Revenues (Expenses)	(410,775)	-	(410,775)	3,223
Income (Loss) Before Transfers	(246,284)	108,999	(137,285)	3,223
<u>Transfers</u>				
Transfers in	2,271,676	-	2,271,676	-
Transfers (out)	(7,169)	-	(7,169)	-
Change in Net Position	2,018,223	108,999	2,127,222	3,223
Beginning net position	17,323,327	3,284	17,326,611	564,705
Ending Net Position	\$ 19,341,550	\$ 112,283	\$ 19,453,833	\$ 567,928

See Notes to Financial Statements.

City of La Marque, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 1 of 2)

For the Year Ended September 30, 2022

	Business-Type Activities Enterprise Funds			Governmental Activities
	Utility	Sanitation	Total	Internal Service
<u>Cash Flows from Operating Activities</u>				
Receipts from customers	\$ 9,012,012	\$ 2,811,628	\$ 11,823,640	\$ -
Payments to suppliers and contractors	(3,251,423)	(2,869,639)	(6,121,062)	-
Payments to employees	(1,748,879)	-	(1,748,879)	-
Net Cash Provided (Used) by Operating Activities	4,011,710	(58,011)	3,953,699	-
<u>Cash Flows from Noncapital Financing Activities</u>				
Transfers in	2,271,676	-	2,271,676	-
Transfers (out)	(7,169)	-	(7,169)	-
Net Cash Provided (Used) by Noncapital Financing Activities	2,264,507	-	2,264,507	-
<u>Cash Flows from Capital and Related Financing Activities</u>				
Purchases of capital assets	(3,504,272)	-	(3,504,272)	-
Principal paid on capital debt	(849,751)	-	(849,751)	-
Interest paid on capital debt	(507,368)	-	(507,368)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(4,861,391)	-	(4,861,391)	-
<u>Cash Flows from Investing Activities</u>				
Change in investment balances	32,144	-	32,144	(12,025)
Interest on investments	56,160	-	56,160	3,223
Net Cash Provided by Investing Activities	88,304	-	88,304	(8,802)
Net Increase (Decrease) in Cash and Cash Equivalents	1,503,130	(58,011)	1,445,119	(8,802)
Beginning cash and cash equivalents	8,383,276	58,912	8,442,188	530,500
Ending Cash and Cash Equivalents	\$ 9,886,406	\$ 901	\$ 9,887,307	\$ 521,698

See Notes to Financial Statements.

City of La Marque, Texas

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS (Page 2 of 2)

For the Year Ended September 30, 2022

	Business-Type Activities			Governmental
	Enterprise Funds			Activities
	Utility	Sanitation	Total	Internal Service
<u>Reconciliation of Operating Income (Loss)</u>				
<u>to Net Cash Provided (Used) by Operating Activities</u>				
Operating Income (Loss)	\$ 164,491	\$ 108,999	\$ 273,490	\$ -
Adjustments to reconcile operating income to net cash provided (used):				
Depreciation	1,835,061	-	1,835,061	-
Changes in Operating Assets and Liabilities:				
(Increase) Decrease in:				
Accounts receivable	(5,859)	(12,507)	(18,366)	-
Inventory	32,665	-	32,665	-
Prepaid items	14,079	-	14,079	-
Due from other funds	(88,591)	-	(88,591)	-
Deferred Outflows of Resources:				
Pension liab - TMRS	(7,860)	-	(7,860)	-
Pension liab - SAP	953	-	953	-
OPEB liab - Health	16,257	-	16,257	-
OPEB liab - TMRS	2,310	-	2,310	-
Increase (Decrease) in:				
Accounts payable and accrued expenses	120,388	(244,297)	(123,909)	-
Customer deposits	27,724	-	27,724	-
Compensated absences	(6,035)	-	(6,035)	-
Due to other funds	-	89,794	89,794	-
Net pension liability - TMRS	(150,279)	-	(150,279)	-
Net pension liability - SAP	(231,691)	-	(231,691)	-
OPEB liability - TMRS	10,216	-	10,216	-
OPEB liability - Health	1,072	-	1,072	-
Deferred Inflows of Resources:				
Pension inflows - TMRS	138,575	-	138,575	-
Pension inflows - SAP	(7,468)	-	(7,468)	-
Unearned revenues - Grants	2,145,702	-	2,145,702	-
Net Cash Provided (Used) by Operating Activities	\$ 4,011,710	\$ (58,011)	\$ 3,953,699	\$ -

See Notes to Financial Statements.

City of La Marque, Texas
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
September 30, 2022

	Library Memorial Fund	Seized Property	Total
<u>Assets</u>			
Cash and cash equivalents	\$ 4,374	\$ 6,046	\$ 10,420
Total Assets	<u>4,374</u>	<u>6,046</u>	<u>10,420</u>
 <u>Net Position</u>			
Restricted	4,374	6,046	10,420
Total Net Position	<u>\$ 4,374</u>	<u>\$ 6,046</u>	<u>\$ 10,420</u>

City of La Marque, Texas
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For the Year Ended September 30, 2022

	Library Memorial Fund	Seized Property	Total
<u>Additions</u>			
Investment earnings	\$ 23	\$ -	\$ 23
Other revenue	90	-	90
Total Additions	<u>113</u>	<u>-</u>	<u>113</u>
 Deductions			
Intergovernmental expenses	-	11,971	11,971
Total Deductions	<u>-</u>	<u>11,971</u>	<u>11,971</u>
Change in Net Position	113	(11,971)	(11,858)
 Beginning net position	<u>4,261</u>	<u>18,017</u>	<u>22,278</u>
Ending Net Position	<u><u>\$ 4,374</u></u>	<u><u>\$ 6,046</u></u>	<u><u>\$ 10,420</u></u>

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City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS

September 30, 2022

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of government-wide financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. Likewise, the *primary government* is reported separately from certain legally separate component units for which the primary government is financially accountable.

B. Reporting Entity

The City of La Marque, Texas (the "City") was incorporated in 1953. In 1957, the City adopted a Home Rule form of government and operates under a Council-Manager form of government. The City is governed by an elected mayor and four-member City Council. The City Council is the principal legislative body of the City. The City Manager is appointed by a majority vote of the City Council and is responsible to the City Council for the administration of all the affairs of the City. The City Manager is responsible for the appointment and removal of department directors and employees, supervision and control of all City departments, and preparation of the annual budget.

The City provides the following services: police, fire, ambulance, streets, water and wastewater utilities, solid waste, code enforcement, parks and recreation, public library, public improvements, community development, and general administrative services.

For financial reporting purposes, management has considered all potential component units. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The criteria used are as follows:

Financial Accountability – The primary government is deemed to be financially accountable if it appoints a voting majority of the organization's governing body and (1) it is able to impose its will on that organization or (2) there is a potential for the organization to provide specific financial benefits or impose specific financial burdens on the primary government. Additionally, the primary government may be financially accountable if an organization is fiscally dependent on the primary government and there is a potential for the organization to provide specific financial benefits or impose specific financial burdens on the primary government regardless of whether the organization has a separately elected governing

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

board, a governing board appointed by a higher level of government or a jointly appointed board.

Considerations regarding the potential for inclusion of other entities, organizations or functions in the City's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City's financial reporting entity status is that of a primary government are that it has a separately elected governing body; it is legally separate; and is fiscally independent of other state and local governments. Additionally prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable, and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Discretely Presented Component Unit

La Marque Economic Development Corporation

All powers of the La Marque Economic Development Corporation (the "EDC") are vested in a Board consisting of five persons who are appointed by the City Council. The Board acts on behalf of the City in administering the provisions of Section 4A, Article 5190.6, of the Development Act of 1970, State of Texas. The Corporation is funded by a one half of one percent local sales and use tax approved by local voters. City Council approval is required for annual budgets. In addition, the Corporation is prohibited from issuing bonded debt without approval of the City Council. The Corporation does not qualify as a blended component unit due to services that directly benefit the community rather than the City itself.

Complete financial statements for the component unit may be obtained by contacting the entity's administrative offices at La Marque Economic Development Corporation, 1130 First Street, La Marque, Texas 77568.

Blended Component Units

La Marque Public Improvement District No. 1

This entity was created to provide the financing and management tool needed to facilitate the development of a master planned community. The revenues are derived from an assessment levied against each residential lot. The City will take title, maintain, operate, and repair any infrastructure donated to the City by the developer. The PID does not prepare

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

separate financial statements. The PID is accounted for as a special revenue fund, with the City's financial oversight. This is considered a complete presentation of this component unit.

Omega Bay Tax Incremental Reinvestment Zone

The Omega Bay Tax Incremental Reinvestment Zone "TIRZ" was created as a financing tool that uses tax revenues generated by future increases in property values to pay for public improvements in the Omega Bay subdivision. Public improvements must be defined by the board of the Omega Bay TIRZ which consist of two State officials and seven board members that are nominated and appointed by the Mayor. The Mayor's nomination and appointment of the seven of the nine board members is subject to consent and approval of the City Council. The revenues are derived from property tax increments which is the increase in tax revenues associated with the property value increases after commencement. The Omega Bay TIRZ commenced on January 1, 2020 and terminates on December 31, 2050. The property tax increments starting in fiscal year 2021 will be recorded within the Omega Bay TIRZ fund. The City will take title, maintain, operate, and repair any infrastructure from improvements within the Omega Bay TIRZ subdivision. The TIRZ does not prepare separate financial statements. The TIRZ is accounted for as a special revenue fund, with the City's financial oversight. This is considered a complete presentation of this component unit.

C. Basis of Presentation - Government-Wide and Fund Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds while business-type activities incorporate data from the government's enterprise funds. Separate financial statements are provided for governmental funds and the proprietary funds.

As discussed earlier, the government has one discretely presented component unit and is shown in separate columns in the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the government's water and sewer functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

The fund financial statements provide information about the government's funds, including its fiduciary funds and blended component units. Separate statements for each fund category; governmental and proprietary are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2022

nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

The government reports the following major governmental funds:

General Fund

The general fund is used to account for all financial transactions not properly includable in other funds. The principal sources of revenues include local property taxes, sales and franchise taxes, licenses and permits, emergency services, and charges for services. Expenditures include general government, public safety, public works, capital outlay, and debt service.

Capital Improvements Fund

The capital improvement fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. The capital projects funds include the capital projects fund and the capital improvements fund. The capital projects fund is considered nonmajor for reporting purposes. The capital improvements fund is considered major for reporting purposes.

GLO – Ike Recovery 2 Fund

This fund accounts for revenues and expenditures related to hurricane recovery grants.

Debt Service Fund

The City's debt service fund accounts for the accumulation of resources to service the City's governmental long-term debt. This fund is considered major for reporting purposes.

Public Improvement District No. 1 Fund

Public Improvement District Number One ("PID") was created pursuant to Chapter 372 of the Texas Local Government Code. The City created the PID as a mechanism to finance public infrastructure improvements within the PID boundaries. These improvements consist of the construction of water lines, sanitary sewer lines, storm sewers, paving, parks, public landscaping, recreational amenities, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The City Council found that the improvements would serve to promote the construction of single-family units and confer a special benefit to properties within the PID. Consequently, it would be necessary to apportion the costs of the improvements against property owners in the PID by special assessments. Initially, the public

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

improvements would be prefunded by the developers of the residential subdivisions within the PID. The developers would then be entitled to receive reimbursement of the public improvement costs, subject to limitations contained in their development agreements with the City. The PID does not prepare separate financial statements. The PID is presented as a major governmental fund in the basic financial statements and is considered a complete presentation of this component unit.

The government reports the following major enterprise funds:

Utility Fund

The utility fund accounts for the operation of the City's water and wastewater collection and wastewater treatment. The services are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses including depreciation) of providing goods or services to the general public on a continuing basis will be financed or recovered primarily through user charges.

Sanitation Fund

The sanitation fund is used to account for the activities necessary for the provisions of solid waste collection and disposal services.

Additionally, the government reports the following fund types:

Special Revenue Funds

The City accounts for resources restricted to, or designated for, specific purposes (not including expendable trusts or major capital projects) in a special revenue fund. These funds consist of the Comcast public, educational, and governmental access (PEG) fees fund; police department child outreach program fund; hotel/motel fund; drug seizure fund; public improvement district no. 1 fund (major fund as of yearend); parks fund; court technology fund; court security fund; child safety fund; law enforcement officers standards and education (LEOSE) training fund; clean city fund; library grants fund, GLO – Ike recovery 2 fund (major fund as of yearend), and the Omega Bay TIRZ fund.

Internal Service Fund

The City's internal service fund account for services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis. The equipment replacement fund is used to account for the internal cash funding for equipment replacement costs as needed by City departments.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Fiduciary Funds

The City's fiduciary funds account for assets held by the City in a trustee capacity or as an agent on behalf of others. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The City maintains two fiduciary funds, the library memorial fund and the seized property fund.

The library memorial fund is a *private-purpose trust fund* and is used to account for contributions legally held in a trust for the purchase of library books.

The seized property fund is a *custodial fund* and is used to account for property seized that is held in a custodial capacity.

During the course of operations the government has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

D. Measurement focus and basis of accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the government.

The proprietary, pension and other postemployment benefit trust, and private-purpose trust funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Custodial funds uses economic resources measurement focus but utilize the *accrual basis of accounting* for reporting its assets and liabilities.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

E. Assets, Liabilities, Deferred Outflows / Inflows, and Fund Equity or Net Position

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short term investments with original maturities of three months or less from the date of acquisition. For the purpose of the statement of cash flows, the proprietary fund types consider temporary investments with maturity of three months or less when purchased to be cash equivalents.

In accordance with GASB Statement No. 31, *Accounting and Reporting for Certain Investments and External Investment Pools*, the City reports all investments at fair value, except for "money market investments" and "2a7-like pools." Money market investments, which are short-term highly liquid debt instruments that may include U.S. Treasury and agency obligations, are reported at amortized costs. Investment positions in external investment pools that are operated in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940, such as TexPool, are reported using the pools' share price. The City has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, of the Texas Governmental Code. In summary, the City is authorized to invest in the following:

- Direct obligations of the U.S. Government
- Fully collateralized certificates of deposit and money market accounts
- Statewide investment pools

2. Fair Value

The City has applied Governmental Accounting Standards Board ("GASB") Statement No. 72, Fair Value Measurement and Application. GASB Statement No. 72 provides guidance for determining a fair value measurement for reporting purposes and applying fair value to certain investments and disclosures related to all fair value measurements.

3. Receivables and Interfund Transactions

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the year are referred to as either "interfund receivables/payables" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds" in the fund financial statements. If the transactions are between the primary government and its component unit, these receivables and payables are classified as "due to/from component unit/primary government." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Advances between funds are offset by a nonspendable fund balance account in the applicable governmental fund to indicate they are not available for appropriation and are not expendable available financial resources.

All trade receivables are shown net of any allowance for uncollectible amounts.

4. Inventories and Prepaid Items

Inventories are recorded in the general and utility funds and are stated at cost using the first-in, first-out method. Inventories consist of expendable supplies held for consumption. The consumption method is used to recognize expenditures. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid services is recorded based on when prepaids were consumed rather than when purchased.

5. Restricted Assets

Certain proceeds of bonds, as well as other resources set aside for specific purposes, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants or contractual agreements. Restricted assets of the enterprise fund are restricted for customer deposits and by bond covenants for repayment of debt and to finance construction projects.

6. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government, as assets with an initial individual cost of more than \$5,000 for furniture and equipment; \$25,000 for buildings, improvements, and infrastructure; and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art, and capital items received in a service concession arrangement are reported at acquisition value. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Interest costs incurred in connection with construction of enterprise fund capital assets are capitalized when the effects of capitalization materially impact the financial statements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Property, plant, and equipment of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful years.

<u>Asset Description</u>	<u>Estimated Useful Life</u>
Buildings and structures	20 - 40 years
Vehicles	10 years
Machinery and equipment	5 - 20 years
Furniture and office equipment	5 - 6 years
Improvements other than buildings	20 - 40 years

7. Deferred Outflows / Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/ expenditure) until then. The government only has one item that qualifies for reporting in this category. It is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element, deferred inflows of resources, represents an acquisition of net asset that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from three sources: property taxes, special assessments, and EMS. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

8. Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

9. Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

10. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The government itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The governing council is the highest level of decision-making authority for the government that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The governing body (council) has by resolution authorized the finance director to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

By resolution, the City Council has also authorized the City Manager and the Finance Director as the officials authorized to assign fund balance to a specific purpose. Assignments of fund balance do not require formal action by the City Council; however, each assignment must be approved by both authorized officials before the item can be presented in the financial statements.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

The City strives to maintain an unassigned fund balance of not less than 25 percent of the budgeted operational expenditures in all City funds. The purpose of the unassigned balance is to alleviate significant unanticipated budget shortfalls and to ensure the orderly provisions of services to citizens. If unassigned fund balance falls below the goal or has a deficiency, the City will seek to reduce expenditures prior to increasing revenues to replenish fund balance within a reasonable timeframe.

11. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. The long-term debt consists primarily of bonds payable, notes payable, and lease obligations.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements until due. The debt proceeds are reported as other financing sources, net of the applicable premium or discount and payments of principal and interest reported as expenditures. In the governmental fund types, issuance costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures. However, claims and judgments paid from governmental funds are reported as a liability in the fund financial statements only for the portion expected to be financed from expendable available financial resources.

Long-term debt and other obligations, financed by proprietary funds, are reported as liabilities in the appropriate funds. For proprietary fund types, bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Issuance costs are expensed when incurred.

Assets acquired under the terms of leases are recorded as liabilities and capitalized in the government-wide financial statements at the present value of net minimum lease payments at inception of the lease. In the year of acquisition, lease transactions are recorded as other financing sources and as capital outlay expenditures in the general fund. Lease payments representing both principal and interest are recorded as expenditures in the general fund upon payment with an appropriate reduction of principal recorded in the government-wide financial statements.

12. Leases

Lessee: The City is a lessee for noncancellable lease of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the full-accrual financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2022

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The leased asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease assets and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

13. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

The City also provides a supplemental annuity plan (SAP) through a single-employer defined benefit plan. The SAP is an unfunded, pay-as-you-go plan. Information about the City's total pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense is provided by the City's consulting actuary.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

14. Other Postemployment Benefits ("OPEB")

The City has implemented GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. This statement applies to the individual employers (TMRS cities) in the TMRS Supplemental Death Benefits (SDB) plan, with retiree coverage. The TMRS SDBF covers both active and retiree benefits with no segregation of assets, and therefore doesn't meet the definition of a trust under GASB No. 75 (i.e., no assets are accumulated for OPEB) as such the SDBF is considered to be an unfunded OPEB plan. For purposes of reporting under GASB 75, the retiree portion of the SDBF is not considered a cost sharing plan and is instead considered a single employer, defined benefit OPEB plan. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary, calculated based on the employee's actual earnings on which TMRS deposits are made, for the 12-month period preceding the month of death. The death benefit amount for retirees is \$7,500. GASB No. 75 requires the liability of employers and nonemployer contributing entities to employees for defined benefit OPEB (net OPEB liability) to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position.

The City also provides medical benefits to eligible retirees through a single-employer defined benefit plan. This plan is an unfunded, pay-as-you-go plan. Information about the City's total OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense is provided by the City's consulting actuary.

15. Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

F. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

2. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. Under state law, property taxes levied on real property constitute a lien on the real property which cannot be forgiven without specific approval of the State Legislature. The lien expires at the end of twenty years. Taxes levied on personal property can be deemed uncollectible by the City.

Property taxes at the fund level are recorded as receivables and deferred revenues at the time the taxes are assessed. Revenues are recognized as the related ad valorem taxes are collected. Additional amounts estimated to be collectible in time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with Generally Accepted Accounting Principles have been recognized as revenue.

3. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation, sick, and compensatory time. Accumulated vacation is limited to maximum of two years credit for all City employees.

Length of Service	Max. Vacation Leave Accrual
Up to 5 years	160 hours
6 to 10 years	240 hours
11 to 20 years	320 hours
Greater than 21 years	400 hours

Accumulated sick leave is limited to 1,040 hours. An employee who resigns or terminates employment will be paid at the employee's regular pay scale not to exceed one month's pay (160 hours). Employees who retire from employment will be paid a lump sum of all accumulated sick leave within established limits.

The estimated amount of compensation for services provided that is expected to be liquidated with expendable, available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it when it matures or becomes due. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable, available financial resources are maintained separately and represent a reconciling item between the fund and government-wide presentations.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

4. Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer fund, storm water drainage, airport, and sanitary landfill funds are charges to customers for sales and services. The water and sewer fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

II. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position.

The governmental fund balance sheet includes reconciliation between *fund balance-total governmental funds* and *net position-governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that long-term liabilities, including bonds, are not due and payable in the current period and, therefore, are not reported in the funds.

B. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities.

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between net changes in fund balances – total governmental funds and changes in net position of governmental states that, “the issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.”

III. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Annual budgets are adopted on a basis consistent with generally accepted accounting principles except the capital projects funds, which adopt project length budgets. The original budget is adopted by the City Council prior to the beginning of the year. The legal level of control, as defined by the charter, in the approved budget is the department level. The City

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Manager may transfer appropriations within a department without seeking the approval of City Council. Appropriations lapse at the end of the year, excluding capital project budgets.

Supplemental budget appropriations were made for the year ended September 30, 2022. The general fund, debt service fund, Comcast PEG fees fund, hotel/motel fund, drug seizures fund, public improvement district no. 1 fund, capital projects fund, capital improvements fund, parks fund, court technology fund, court security fund, child safety fund, LEOSE training fund, and the clean city fund have legally adopted annual budgets. Budgets were not adopted for the Police Department Child Outreach Program, Library Grants, GLO – Ike Recovery 2 fund, and Omega Bay TIRZ fund.

A. Expenditures Over Appropriations

For the year ended September 30, 2022, expenditures exceeded appropriations at the legal level of control as follows:

General Fund:	
Capital outlay	\$ 230,713
Debt service	218,712
PID No. 1 Fund:	
General government	\$ 19,720
GLO – Ike Recovery 2 Fund:	
Capital outlay	\$ 136,345

B. Deficit Fund Balance

At September 30, 2022, the GLO – Ike Recovery 2 fund had a deficit fund balance of \$29,863. The deficit will be eliminated in the future through reduction of expenditures, increase in revenues, or reimbursements from other funds.

C. Restricted Fund Equity

The City records fund balance restrictions on the fund level to indicate that a portion of the fund balance is legally restricted for a specific future use or to indicate that a portion of the fund balance is not available for expenditures.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

The following is a list of net position restricted by the City:

	<u>Restricted</u>
Capital improvements	\$ 2,974,055 *
Tourism	328,803 *
Police department	77,490 *
Municipal court	113,832
Public improvement	84,590
Culture and recreation	57,371
Enabling legislation	195,464 *
Special projects	38,175
Debt service (governmental)	907,347
Debt service (proprietary)	48,641
Total	<u><u>\$ 4,825,768</u></u>

* Restricted by enabling legislation

IV. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

As of September 30, 2022, the primary government had the following investments:

<u>Investment Type</u>	<u>Value</u>	<u>Weighted Average Maturity (Years)</u>
US agency bonds	\$ 773,928	0.00
External investment pools	15,739,169	0.04
Total value	<u><u>\$ 16,513,097</u></u>	
Portfolio weighted average maturity		0.04

As of September 30, 2022, the discretely presented component unit had the following investments:

<u>Investment Type</u>	<u>Value</u>	<u>Weighted Average Maturity (Years)</u>
External investment pools	\$ 7,351,074	0.04
Certificates of deposit	416,802	0.53
Total value	<u><u>\$ 7,767,876</u></u>	
Portfolio weighted average maturity		0.07

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Interest rate risk In accordance with its investment policy, the City manages its exposure to declines in fair values by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and invest operating funds primarily in short-term securities; monitoring credit ratings of portfolio position to assure compliance with rating requirements imposed by the Public Funds Investment Act; and invest operating funds primarily in short-term securities or similar government investment pools.

Credit risk: The City's investment policy limits investments to obligations of the United States, State of Texas, or their agencies and instrumentalities with an investment quality rating of not less than "A" or its equivalent, by a nationally recognized investment rating firm. Other obligations must be unconditionally guaranteed (either express or implied) by the full faith and credit of the United States Government or the issuing U.S. agency and investment pools with an investment quality not less than AAA or AAA-m, or equivalent, by at least one nationally recognized rating service. As of September 30, 2022, the City's investment in investment pools were rated AAAM by Standard & Poor's.

Custodial credit risk – deposits: In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require that all deposits in financial institutions be insured or fully collateralized by U.S. government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a market value of not less than the principal amount of the deposits. As of September 30, 2022, the market values of pledged securities and FDIC exceeded bank balances.

Custodial credit risk – investments: For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's investment policy requires that it will seek to safekeep securities at financial institutions, avoiding physical possession. Further, all trades, where applicable, are executed by delivery versus payment to ensure that securities are deposited in the City's safekeeping account prior to the release of funds.

TexPool

TexPool was established as a trust company with the Treasurer of the State of Texas as trustee, segregated from all other trustees, investments, and activities of the trust company. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. Finally, Standard & Poor's rate TexPool AAAM. As a requirement to maintain the rating, weekly portfolio information must

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2022

be submitted to Standard & Poor's, as well as to the office of the Comptroller of Public Accounts for review. There were no limitations or restrictions on withdrawals.

LOGIC

The Local Government Investment Cooperative ("LOGIC") is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. LOGIC was created by contract among its participating governmental units and is governed by a board of directors. JPMorgan Fleming Asset Management (USA), Inc. and First Southwest Asset Management, Inc. act as co-administrators, providing investment management services, participant services, and marketing, respectively. JPMorgan Chase Bank and/or its subsidiary, J.P. Morgan Investor Services, Inc., provide custodial, transfer agency, fund accounting, and depository services.

LOGIC operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. LOGIC uses the amortized cost valuation technique, which generally approximates the market value of the assets, has been deemed to be a proxy for fair value. Accordingly, the fair value of the position in LOGIC are the same as the value of LOGIC shares. There were no limitations or restrictions on withdrawals.

B. Fair Value Measurement

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments that are measured at fair value using the net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy below.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The City's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

The following table sets forth by level, within the fair value hierarchy, the City's fair value measurements at September 30, 2022:

	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
U.S. agency bonds	\$ 773,928	\$ 773,928	\$ -	\$ -
Total Assets at fair value	\$ 773,928	\$ 773,928	\$ -	\$ -

C. Receivables

The following comprise receivable balances of the primary government at year end:

	Governmental Activities				
	General	Debt Service	PID No. 1	Nonmajor Governmental	Total
Property taxes	\$ 729,753	\$ 181,579	\$ -	\$ -	\$ 911,332
Sales tax	874,954	-	-	-	874,954
Hotel/motel taxes	-	-	-	16,574	16,574
Court	351,088	-	-	-	351,088
Ambulance billing	308,484	-	-	-	308,484
Special assessments	-	-	6,978,661	-	6,978,661
Other	13,486	-	-	12,929	26,415
Allowance	(686,510)	(124,724)	-	-	(811,234)
	\$ 1,591,255	\$ 56,855	\$ 6,978,661	\$ 29,503	\$ 8,656,274

	Business-Type Activities		
	Utility	Sanitation	Total
Accounts	\$ 2,016,370	\$ 927,118	\$ 2,943,488
Other	23,025	-	23,025
Allowance	(1,410,409)	(584,234)	(1,994,643)
	\$ 628,986	\$ 342,884	\$ 971,870

The discretely presented component unit had receivables of \$291,814 as of yearend which consisted entirely of sales tax.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

D. Capital Assets

A summary of changes in governmental activities capital assets for the year end was as follows:

	Beginning Balances	Additions	Retirements/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	\$ 210,370	\$ -	\$ -	\$ 210,370
Construction in progress	123,809	197,834	(138,440)	183,203
Total capital assets not being depreciated	<u>334,179</u>	<u>197,834</u>	<u>(138,440)</u>	<u>393,573</u>
Capital assets, being depreciated:				
Buildings and improvements	11,826,207	-	-	11,826,207
Improvements other than buildings	28,886,370	-	138,440	29,024,810
Vehicles	3,657,136	399,215	-	4,056,351
Right-of-use assets	743,875	106,003	-	849,878
Machinery and equipment	4,395,016	-	-	4,395,016
Furniture and office equipment	348,336	47,831	-	396,167
Total capital assets being depreciated	<u>49,856,940</u>	<u>553,049</u>	<u>138,440</u>	<u>50,548,429</u>
Less accumulated depreciation				
Buildings and improvements	(3,197,953)	(297,686)	-	(3,495,639)
Improvements other than buildings	(20,099,685)	(539,305)	-	(20,638,990)
Vehicles	(2,386,555)	(193,980)	-	(2,580,535)
Right-of-use assets	(304,783)	(195,639)	-	(500,422)
Machinery and equipment	(3,527,914)	(132,785)	-	(3,660,699)
Furniture and office equipment	(348,336)	(990)	-	(349,326)
Total accumulated depreciation	<u>(29,865,226)</u>	<u>(1,360,385)</u>	<u>-</u>	<u>(31,225,611)</u>
Net capital assets being depreciated	<u>19,991,714</u>	<u>(807,336)</u>	<u>138,440</u>	<u>19,322,818</u>
Total Capital Assets	<u><u>\$ 20,325,893</u></u>	<u><u>\$ (609,502)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 19,716,391</u></u>

Depreciation was charged to governmental functions as follows:

General government	\$ 306,888
Public safety	409,200
Public works	644,297
Total Governmental Activities Depreciation Expense	<u><u>\$ 1,360,385</u></u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

A summary of changes in business-type activities capital assets for the year end was as follows:

	Beginning Balances	Additions	Retirements/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	\$ 209,774	\$ -	\$ -	\$ 209,774
Construction in progress	1,412,550	2,579,436	-	3,991,986
Total capital assets not being depreciated	<u>1,622,324</u>	<u>2,579,436</u>	<u>-</u>	<u>4,201,760</u>
Capital assets, being depreciated:				
Buildings and improvements	116,805	-	-	116,805
Improvements other than buildings	56,353,235	844,996	-	57,198,231
Vehicles	1,611,783	-	-	1,611,783
Right-of-use assets	251,045	-	-	251,045
Leased assets purchased under capital lease	286,592	-	-	286,592
Machinery and equipment	1,723,523	79,840	-	1,803,363
Total capital assets being depreciated	<u>60,342,983</u>	<u>924,836</u>	<u>-</u>	<u>61,267,819</u>
Less accumulated depreciation				
Buildings and improvements	(115,558)	(1,367)	-	(116,925)
Improvements other than buildings	(32,806,260)	(1,604,838)	-	(34,411,098)
Vehicles	(1,257,301)	(44,180)	-	(1,301,481)
Right-of-use assets	(143,485)	(62,761)	-	(206,246)
Leased assets purchased under capital lease	(286,592)	-	-	(286,592)
Machinery and equipment	(1,335,515)	(121,915)	-	(1,457,430)
Total accumulated depreciation	<u>(35,944,711)</u>	<u>(1,835,061)</u>	<u>-</u>	<u>(37,779,772)</u>
Net capital assets being depreciated	24,398,272	(910,225)	-	23,488,047
Total Capital Assets	<u><u>\$ 26,020,596</u></u>	<u><u>\$ 1,669,211</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 27,689,807</u></u>

Depreciation was charged to business-type activities as follows:

Utility	\$ 1,835,061
Total Business-Type Activities Depreciation Expense	<u><u>\$ 1,835,061</u></u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

A summary of changes in component-unit activities capital assets for the year end was as follows:

	Beginning Balances	Additions	Retirements/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Land	\$ 3,545,521	\$ 23,360	\$ (123,996)	\$ 3,444,885
Construction in progress	-	247,751	-	247,751
Total capital assets not being depreciated	<u>3,545,521</u>	<u>271,111</u>	<u>(123,996)</u>	<u>3,692,636</u>
Capital assets, being depreciated:				
Buildings and structures	<u>1,888,936</u>	<u>-</u>	<u>-</u>	<u>1,888,936</u>
Total capital assets being depreciated	<u>1,888,936</u>	<u>-</u>	<u>-</u>	<u>1,888,936</u>
Less accumulated depreciation				
Buildings and structures	<u>(180,799)</u>	<u>(77,146)</u>	<u>-</u>	<u>(257,945)</u>
Total accumulated depreciation	<u>(180,799)</u>	<u>(77,146)</u>	<u>-</u>	<u>(257,945)</u>
Net capital assets being depreciated	<u>1,708,137</u>	<u>(77,146)</u>	<u>-</u>	<u>1,630,991</u>
Total Capital Assets	<u><u>\$ 5,253,658</u></u>	<u><u>\$ 193,965</u></u>	<u><u>\$ (123,996)</u></u>	<u><u>\$ 5,323,627</u></u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

E. Long-term Debt

The following is a summary of changes in the City's total long-term liabilities for the year ended September 30, 2022. In general, the City uses the debt service fund and general fund to liquidate governmental long-term liabilities.

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Bonds, notes and other payables:					
Contractual Obligation	\$ -	\$ 652,826	\$ -	\$ 652,826	\$ 53,561
General Obligation Bonds	3,275,000	-	(365,000)	2,910,000	370,000
Certificates of Obligation	10,034,200	-	(242,400)	9,791,800	249,800
Direct borrowing/placement:					
Note payable	887,592	-	(51,317)	836,275	52,949
Lease liabilities	822,627	106,003	(272,799)	655,831	292,772
Developer payable	6,630,441	788,969	(440,749)	6,978,661	487,970
Less deferred amounts:					
For premiums	497,303	-	(36,342)	460,961	-
Total Governmental Activities	\$ 22,147,163	\$ 1,547,798	\$ (1,408,607)	\$ 22,286,354	\$ 1,507,052
Long-term liabilities due in more than one year				\$ 20,779,302	
Business-Type Activities:					
Bonds, notes and other payables:					
Certificates of Obligation	\$ 11,395,800	\$ -	\$ (257,600)	\$ 11,138,200	\$ 265,200
Direct borrowing/placement:					
Contractual obligation	2,640,000	-	(210,000)	2,430,000	215,000
Note payable	329,396	-	(19,048)	310,348	19,650
Long-term contracts	270,000	-	(270,000)	-	-
Lease liabilities	295,725	-	(93,103)	202,622	80,971
Less deferred amounts:					
For premiums	933,080	-	(32,729)	900,351	-
Total Business-Type Activities	\$ 15,864,001	\$ -	\$ (882,480)	\$ 14,981,521	\$ 580,821
Long-term liabilities due in more than one year				\$ 14,400,700	

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly, are not reported as fund liabilities in the governmental funds. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. The City intends to retire all of its general long-term liabilities, plus accrued interest, from property taxes and other current revenues from the debt service fund as has been done in prior years. The proprietary fund type long-term debt will be repaid, plus accrued interest, from operating revenues of the respective fund. The general fund has typically been used to liquidate the liability for compensated absences for governmental activities. Leases are secured by the underlying asset. In the event of default, the lender may demand immediate payment or take possession of the asset.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Long-term debt at year end was comprised of the following debt issues:

	Governmental Activities	Business - Type Activities	Total
Certificates of Obligation:			
\$4,684,800 Certificate of Obligation, Series 2016, due in annual installments through 2045, interest at 2-3.125%	\$ 4,216,800	\$ -	\$ 4,216,800
\$6,000,000 Certificate of Obligation, Series 2018, due in annual installments through 2048, interest at 3.5-5%	5,575,000	-	5,575,000
\$5,075,200 Certificate of Obligation, Series 2016, due in annual installments through 2045, interest at 2-3.125%	-	4,568,200	4,568,200
\$7,605,000 Certificate of Obligation, Series 2020, due in annual installments through 2050, interest at 4%	-	6,570,000	6,570,000
Total Certificates of Obligation	\$ 9,791,800	\$ 11,138,200	\$ 20,930,000
General Obligation Bonds:			
\$2,520,000 General Obligation, Series 2014, due in annual installments through 2029, interest at 2.5-4.0%	\$ 1,350,000	\$ -	\$ 1,350,000
\$2,470,000 General Obligation, Series 2017, due in annual installments through 2029, interest at 3%	1,560,000	-	1,560,000
Total General Obligation Bonds	\$ 2,910,000	\$ -	\$ 2,910,000
\$652,826 Contractual Obligation, Series 2022 due in annual installments through 2035, interest at 1.81%	\$ 652,826	\$ -	\$ 652,826
\$3,305,000 Contractual Obligation, Series 2018, due in annual installments through 2032, interest at 2.51%	-	2,430,000	2,430,000
Total Contractual Obligation	\$ 652,826	\$ 2,430,000	\$ 3,082,826
\$936,831 Note Payable, due in annual installments through 2035, interest at 3.18%	\$ 836,275	\$ -	\$ 836,275
\$347,669 Note Payable, Series 2020 due in annual installments through 2035, interest at 3.18%	-	310,348	310,348
Total Note Payable	\$ 836,275	\$ 310,348	\$ 1,146,623
Less deferred amounts:			
Issuance premium	460,961	900,351	1,361,312
Total deferred amounts	\$ 460,961	\$ 900,351	\$ 1,361,312
Developer payable	\$ 6,978,661	\$ -	\$ 6,978,661
Lease liabilities	\$ 655,831	\$ 202,622	\$ 858,453
Total Long-Term Debt	\$ 22,286,354	\$ 14,981,521	\$ 37,267,875

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

The annual requirements to amortize the City's long-term activities debt issues outstanding at year ending were as follows:

General Obligation Bonds

<u>Year ending</u> <u>September 30,</u>	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 370,000	\$ 87,150	\$ 457,150
2024	390,000	74,350	464,350
2025	405,000	63,550	468,550
2026	415,000	52,350	467,350
2027	430,000	39,900	469,900
2028	445,000	27,000	472,000
2029	455,000	13,650	468,650
	<u>\$ 2,910,000</u>	<u>\$ 357,950</u>	<u>\$ 3,267,950</u>

Certificates of Obligation

<u>Year ending</u> <u>September 30,</u>	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 249,800	\$ 333,624	\$ 583,424
2024	259,600	323,558	583,158
2025	269,400	313,098	582,498
2026	281,800	302,280	584,080
2027	291,600	291,562	583,162
2028-2032	1,603,600	1,313,652	2,917,252
2033-2037	1,891,400	1,019,018	2,910,418
2038-2042	2,215,600	677,088	2,892,688
2043-2047	2,399,000	284,869	2,683,869
2048	330,000	11,963	341,963
	<u>\$ 9,791,800</u>	<u>\$ 4,870,712</u>	<u>\$ 14,662,512</u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Contractual Obligation

<u>Year ending</u> <u>September 30,</u>	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 53,561	\$ 11,331	\$ 64,892
2024	61,384	10,291	71,675
2025	62,624	9,169	71,793
2026	63,889	8,024	71,913
2027	65,179	6,856	72,035
2028-2032	346,189	15,916	362,105
	<u>\$ 652,826</u>	<u>\$ 61,587</u>	<u>\$ 714,413</u>

Note Payable

<u>Year ending</u> <u>September 30,</u>	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 52,949	\$ 26,594	\$ 79,543
2024	54,633	24,910	79,543
2025	56,370	23,172	79,542
2026	58,163	21,380	79,543
2027	60,012	19,530	79,542
2028-2032	329,930	67,783	397,713
2033-2035	224,218	14,409	238,627
	<u>\$ 836,275</u>	<u>\$ 197,778</u>	<u>\$ 1,034,053</u>

Developer Payable

<u>Year ending</u> <u>September 30,</u>	<u>Governmental Activities</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 487,970	\$ 299,305	\$ 787,275
2024	512,037	275,238	787,275
2025	537,468	249,807	787,275
2026	557,236	222,929	780,165
2027	530,663	194,993	725,656
2028-2032	2,364,124	623,221	2,987,345
2033-2037	1,612,415	181,945	1,794,360
2038-2042	376,748	23,747	400,495
	<u>\$ 6,978,661</u>	<u>\$ 2,071,185</u>	<u>\$ 9,049,846</u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Certificates of Obligation

Year ending September 30,	Business-Type Activities		
	Principal	Interest	Total
2023	\$ 265,200	\$ 389,664	\$ 654,864
2024	275,400	380,230	655,630
2025	285,600	370,440	656,040
2026	293,200	360,333	653,533
2027	308,400	350,576	658,976
2028-2032	1,676,400	1,600,943	3,277,343
2033-2037	1,988,600	1,290,906	3,279,506
2038-2042	2,369,400	907,461	3,276,861
2043-2047	2,571,000	448,691	3,019,691
2048-2050	1,105,000	67,300	1,172,300
	<u>\$ 11,138,200</u>	<u>\$ 6,166,544</u>	<u>\$ 17,304,744</u>

Contractual Obligation

Year ending September 30,	Business-Type Activities		
	Principal	Interest	Total
2023	\$ 215,000	\$ 60,993	\$ 275,993
2024	220,000	55,597	275,597
2025	230,000	50,075	280,075
2026	235,000	44,302	279,302
2027	240,000	38,403	278,403
2028-2032	1,290,000	98,769	1,388,769
	<u>\$ 2,430,000</u>	<u>\$ 348,139</u>	<u>\$ 2,778,139</u>

Note Payable

Year ending September 30,	Business-Type Activities		
	Principal	Interest	Total
2023	\$ 19,650	\$ 9,869	\$ 29,519
2024	20,275	9,244	29,519
2025	20,920	8,600	29,520
2026	21,585	7,934	29,519
2027	22,271	7,248	29,519
2028-2032	122,441	25,155	147,596
2033-2035	83,206	5,347	88,553
	<u>\$ 310,348</u>	<u>\$ 73,397</u>	<u>\$ 383,745</u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

The annual requirements to amortize leases outstanding at year ending were as follows:

Year ending September 30,	Governmental Activities		Total
	Principal	Interest	
2023	\$ 292,772	\$ 21,975	\$ 314,747
2024	175,833	11,582	187,415
2025	82,401	6,015	88,416
2026	58,309	2,968	61,277
2027	46,516	1,188	47,704
Total	\$ 655,831	\$ 43,728	\$ 699,559

Year ending September 30,	Business-Type Activities		Total
	Principal	Interest	
2023	\$ 80,971	\$ 6,246	\$ 87,217
2024	31,113	4,118	35,231
2025	30,018	3,058	33,076
2026	31,097	1,979	33,076
2027	29,423	862	30,285
Total	\$ 202,622	\$ 16,263	\$ 218,885

Governmental right-to-use assets consist of vehicles that have an original cost basis of \$849,878 and a current net book value of \$349,456 as of year end.

Business-type right-to-use assets consist of water meters and infrastructure that have an original cost basis of \$251,045 and a current net book value of \$44,799 as of year end.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

F. Other Long-term Liabilities

The following is a summary of changes in the City's total other long-term liabilities for the year ended September 30, 2022. In general, the City uses the general fund to liquidate governmental compensated absences.

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Compensated Absences	\$ 1,402,326	\$ 1,349,728	\$ (1,262,094)	\$ 1,489,960	\$ 1,340,964
Total Governmental Activities	<u>\$ 1,402,326</u>	<u>\$ 1,349,728</u>	<u>\$ (1,262,094)</u>	<u>\$ 1,489,960</u>	<u>\$ 1,340,964</u>
				<u>\$ 148,996</u>	
Business-Type Activities:					
Compensated Absences	\$ 88,929	\$ 77,526	\$ (83,561)	\$ 82,894	\$ 74,605
Total Business-Type Activities	<u>\$ 88,929</u>	<u>\$ 77,526</u>	<u>\$ (83,561)</u>	<u>\$ 82,894</u>	<u>\$ 74,605</u>
				<u>\$ 8,289</u>	
Component Unit Activities:					
Compensated Absences	\$ 64,656	\$ 78,283	\$ (58,191)	\$ 84,748	\$ 76,274
Total Component Unit Activities	<u>\$ 64,656</u>	<u>\$ 78,283</u>	<u>\$ (58,191)</u>	<u>\$ 84,748</u>	<u>\$ 76,274</u>
				<u>\$ 8,474</u>	

G. Deferred Charges on Refunding

Deferred charges resulting from the issuance of general obligation refunding bonds have been recorded as deferred outflows of resources and are being amortized to interest expense over the shorter of either the remaining term of the refunded debt or the refunding bonds. Current year balances for governmental activities totaled \$18,943. Current year amortization expense totaled \$2,706.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

H. Interfund Transactions

Transfers between the primary government funds during the 2022 year were as follows:

Transfer out:	Transfer In:				Total
	General	Capital Improvements	Nonmajor Governmental	Utility	
General	\$ -	\$ 160,000	\$ -	\$ 44,641	\$ 204,641
GLO - Ike Recovery 2	-	-	-	2,227,035	2,227,035
Utility	-	-	7,169	-	7,169
Nonmajor governmental	2,500	-	-	-	2,500
Total	\$ 2,500	\$ 160,000	\$ 7,169	\$ 2,271,676	\$ 2,441,345

Transfers between funds were primarily to support capital projects, internal administration costs and operation of funds.

The compositions of interfund balances as of the year ended September 30, 2022 were as follows:

Due to:	Due from:				Total
	General	ISF	Nonmajor Govt.	Utility	
General	\$ -	\$ 3,136	\$ -	\$ 108,944	\$ 112,080
Debt service	-	-	626,750	-	626,750
Sanitation	82,181	-	-	135,058	217,239
Total	\$ 82,181	\$ 3,136	\$ 626,750	\$ 244,002	\$ 956,069

Interfund receivables and payables related to negative cash positions in pooled cash equity and various amounts used to cover operational and capital expenditures. All balances are expected to be resolved in the subsequent year.

V. OTHER INFORMATION

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets, errors and omissions; and natural disasters for which the City participates along with over 2,800 other entities in the Texas Municipal League's Intergovernmental Risk Pools. The Pool purchases commercial insurance at group rates for participants in the Pool. The City has no additional risk or responsibility to the Pool outside

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

of the payment of insurance premiums. The City has not significantly reduced insurance coverage or had settlements which exceeded coverage amounts for the past three years.

B. Commitments and Contingent Liabilities

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported. Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends, including frequency and amount of payouts, and other economic and social factors.

City of La Marque, the La Marque Economic Development Corporation and Texas City Terminal Railway Co. ("TCTR") involving the proposed rezoning of certain property and the sale of a certain parcel of property by TCTR to the EDC. The dispute concerns the City's failure to rezone the property as provided in the agreement and TCTR's failure to complete the transfer of a certain parcel of property to the EDC. TCTR alleges that the City breached its agreement and seeks declaratory relief and damages from the City. The parties are currently engaged in settlement negotiations but no outcome can be determined.

On December 9, 2020, a La Marque police officer was involved in a shooting with Joshua Feast. Two lawsuits have been filed against the City, Adrian Jones v City of La Marque & Lakeisha Feast v. City of La Marque, alleging unreasonable use of deadly force. Adrian Jones v City of La Marque and Lakeisha Feast v. City of La Marque. The City has filed to dismiss Adrian Jones's suit. Lakeisha Feast has sent a demand letter for \$5,000,000 and filed, but not served, the City with their lawsuit.

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, it is the opinion of the City's management that the resolution of these matters will not have a material adverse effect on the financial condition of the City.

C. Contracts/Agreements

Gulf Coast Water Authority

According to the contract between the City and the Gulf Coast Water Authority ("GCWA"), the City agreed to provide sufficient sums to retire the water contract revenue bonds of the GCWA. In return, the proceeds of the contract revenue bonds have been used to finance the

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, Continued

September 30, 2022

construction of a water transmission main from a water treatment plant located in the City of Texas City, Texas to the City of La Marque, Texas and to upgrade the City's water supply and distribution system. The improvements were necessary to convert the City to a surface water supply. The project was completed in November 1982.

On July 1, 1998, the City entered into a long-term contract (the "Contract") with the GCWA, formerly Galveston County Water Authority, to build and improve facilities for potable water transportation to the City. The GCWA is a conservation and reclamation district created by Chapter 712, Acts of the 59th Texas Legislature, 1965, as amended (compiled as Article 828-339, Vernon's Texas Civil Statutes, as amended). The GCWA issued bonds totaling \$3,040,000 in 1998 under the title "Gulf Coast Water Authority Water System Contract Revenue Bonds, Series 1998D – City of La Marque Project." Under the Contract, the City agreed to provide sufficient sums to retire the bonds. During the fiscal year 2012, the GCWA redeemed the Series 1998D water system contract revenue bonds and issued Water System Contract Revenue Refunding Bonds (City of La Marque Project) Series 2011D totaling \$2,140,000. Under the Contract, the City agreed to provide sufficient sums to retire the bonds.

Additionally, the City entered into a contract to purchase water from the GCWA, which includes an agreement to provide funds to cover bonds obtained by the GCWA for waterline improvements within the corporate boundaries of the City.

The City adopted a resolution for the fourth amendment to the "Mainland Water Project Customer Contract" (the "Contract") with GCWA to expand and extend the South Project. This long-term cost sharing contract with GCWA to finance the expansion of the South Project provides that GCWA reserves a treatment and distribution capacity of 2.78 million gallons per day. The amendment to the Contract will provide for the equitable allocation of the costs of facilities improvements among customers of the Industrial Division and Mainland Division that benefit from such facilities improvements.

In fiscal year 2022, the City paid GCWA \$1,353,007 related to water consumption, water rights, debt service, and other contract costs.

Developer Reimbursements

On August 11, 2003, the City created the Public Improvement District Number One (the "District") to account for special assessment property taxes assessed and collected for the reimbursement of prefunded developer public improvement project (the "Project") costs within the District. A Public Improvement District Development and Financing Agreement (the "Agreement") became effective as of November 3, 2003. The Projects are broken down into four phases covering five different sections. In accordance with Chapter 372, Texas Local Government Code, the public improvements to be constructed will be paid by special assessments that constitute 100 percent of the total project costs. The financed assessments

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

will be made over a period not to exceed 20 years from the original assessment date. The obligation of the City under the Agreement noted above is limited to the assessments that are collected by the City. The Agreement shall create no obligation on the City that is payable from taxes or other monies of the City other than the District special assessments collected by the City. Upon completion of a Project and after inspection and approval by the City, the Project shall be conveyed to the City subject only to the developer to be reimbursed for Project costs in accordance with the Agreement noted above.

During fiscal year 2021, the City recognized special assessment property tax revenues of \$788,969 and recognized developer reimbursement expenditures of \$440,749. Total assessments receivable at year end were \$6,978,661.

Utility Service Contract

In 2007, the City approved a Utility Service Contract (the "Contract") with the Galveston County Municipal Utility District No. 68 (the "District"), originally entered into between the City and the District's developer in 2005. In exchange for the City's provision of water and sewer services, the District will construct water distribution and wastewater collection facilities within the District and, as construction is completed, will convey these facilities to the City. The term of the Contract is for 40 years, with automatic annual renewals thereafter, unless terminated.

D. Defined Benefit Pension Plans

1. Plan Description

The City of La Marque, Texas participates as one of 920 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the city are required to participate in TMRS.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

2. Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the city, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

The general and enterprise funds have typically been used to liquidate the liability for pension and OPEB balances.

Plan provisions for the City were as follows:

	<u>Plan Year 2021</u>	<u>Plan Year 2020</u>
Employee deposit rate	7%	7%
Matching ratio (city to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service retirement eligibility (expressed as age / years of service)	60/5, 0/20	60/5, 0/20
Updated service credit	100% Repeating Transfers	100% Repeating Transfers
Annuity increase (to retirees)	70% of CPI	70% of CPI
Active Employees	Yes	Yes
Supplemental Death Benefit to Retirees	Yes	Yes

Employees covered by benefit terms

At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	107
Inactive employees entitled to but not yet receiving benefits	153
Active employees	<u>133</u>
Total	<u>393</u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

3. Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City of La Marque, Texas were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City of La Marque, Texas were 14.14% and 14.55% in calendar years 2021 and 2022, respectively. The City's contributions to TMRS for the year ended September 30, 2022, were \$1,305,762, and were equal to the required contributions.

4. Net Pension Liability (Asset)

The City's Net Pension Liability (Asset) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions

The Total Pension Liability (Asset) in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75%
Investment Rate of Return	6.75% net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum 16 mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive).

The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Public Equity	35.0%	7.55%
Core Fixed Income	6.0%	2.00%
Non-Core Fixed Income	20.0%	5.68%
Other Public/Private Markets	12.0%	7.22%
Real Estate	12.0%	6.85%
Hedge Funds	5.0%	5.35%
Private Equity	10.0%	10.00%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability (Asset) was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability. Of the total pension

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

liability, \$3,015,667 is related to the primary government and \$85,845 is attributable to the discretely presented component unit.

Changes in the Net Pension Liability (Asset)

	Total Pension	Plan Fiduciary	Total Net Pension	Primary Government	Component Unit
Balance at 12/31/20	\$ 33,878,839	\$ 29,472,241	\$ 4,406,598	\$ 4,284,535	\$ 122,063
Changes for the year:					
Service cost	1,546,207	-	1,546,207	1,503,411	42,796
Interest	2,281,322	-	2,281,322	2,218,180	63,142
Change in benefit terms	-	-	-	-	-
Difference between expected and actual experience	675,419	-	675,419	656,725	18,694
Changes of assumptions	-	-	-	-	-
Contributions – employer	-	1,339,124	(1,339,124)	(1,302,060)	(37,064)
Contributions – employee	-	644,253	(644,253)	(626,421)	(17,832)
Net investment income	-	3,842,313	(3,842,313)	(3,735,965)	(106,348)
Benefit payments, including refunds of emp. contributions	(1,709,148)	(1,709,148)	-	-	-
Administrative expense	-	(17,777)	17,777	17,285	492
Other changes	-	121	(121)	(118)	(3)
Net changes	2,793,800	4,098,886	(1,305,086)	(1,268,868)	(36,218)
Balance at 12/31/21	<u>\$ 36,672,639</u>	<u>\$ 33,571,127</u>	<u>\$ 3,101,512</u>	<u>\$ 3,015,667</u>	<u>\$ 85,845</u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

Primary Government

1% Decrease 5.75%	Current Single Rate Assumption 6.75%	1% Increase 7.75%
\$ 9,008,827	\$ 3,015,667	\$ (1,758,358)

Component Unit

1% Decrease 5.75%	Current Single Rate Assumption 6.75%	1% Increase 7.75%
\$ 256,449	\$ 85,845	\$ (50,054)

Total

1% Decrease 5.75%	Current Single Rate Assumption 6.75%	1% Increase 7.75%
\$ 9,265,276	\$ 3,101,512	\$ (1,808,412)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the internet at www.tmr.com.

5. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the City recognized pension expense of \$1,135,888. Of this amount, \$1,104,452 is related to the primary government and \$31,435 is attributable to discretely presented component unit.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Primary Government:		
Difference between projected and actual investment earnings	\$ -	\$ (1,907,654)
Differences between expected and actual economic experience	556,279	-
Contributions subsequent to the measurement date	914,755	-
Component Unit:		
Difference between projected and actual investment earnings	-	(54,304)
Differences between expected and actual economic experience	15,835	-
Contributions subsequent to the measurement date	26,040	-
Total	\$ 1,512,909	\$ (1,961,958)

The primary government and component unit reported \$914,755 and \$26,040, respectively, as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability for the year ending September 30, 2023.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:	Total	Primary Government	Component Unit
2022	\$ 2,398	\$ 2,332	\$ 66
2023	(605,996)	(589,223)	(16,773)
2024	(415,661)	(404,156)	(11,505)
2025	(370,585)	(360,328)	(10,257)
2026	-	-	-
Thereafter	-	-	-
	\$ (1,389,844)	\$ (1,351,375)	\$ (38,469)

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Supplemental Annuity Program

Plan Description

The City maintains a supplemental annuity program ("SAP"), which is a single-employer defined benefit pension plan. The City funds and administers the SAP. All permanent full-time employees of the City hired prior to July 1, 2007 are eligible to qualify for the SAP. To receive benefits, employees must have a total of 80 points or more through a combination of age and years of service at the time of retirement. The calculation to determine the amount of points for an employee is to add the employee's number of years of service with the City as a full-time employee to the age of the employee at the time of retirement.

Benefits

After an eligible employee has selected their retirement option under TMRS and a determination of their monthly TMRS annuity has been finalized, that monthly TMRS annuity would be multiplied by 25 percent to equal the amount of the supplement the retiree would receive 12 times each year. The amount of the supplement would be revised annually should the TMRS annuity change. The SAP would cease when the employee reaches age 65. In the event of death prior to age 65, the surviving spouse would receive the SAP until age 60.

Employees covered by benefit terms

At the September 30, 2022 measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	2
Inactive employees entitled to but not yet receiving benefits	0
Active employees	12
Total	14

Total Pension Liability

The City's SAP liability was measured as of September 30, 2022. Update procedures were used to roll forward the total pension liability based on the actuarial valuation performed on September 30, 2022.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Actuarial assumptions:

The Total pension Liability in the September 30, 2022 actuarial valuation, as measured at September 30, 2022, was determined using the following actuarial assumptions:

Actuarial Cost Method	Individual Entry-Age
Discount Rate	4.40% as of September 30, 2022
Inflation	2.5% per year
Overall payroll growth	3.5% to 11.5%, including inflation per year
Retirees' share of benefit-related costs	\$0
Demographic Assumptions	Based on the experience study covering the four-year period ending September 30, 2018 as conducted for the Texas Municipal Retirement System (TMRS). For the pension valuation, the standard TMRS retirement rates were modified for participants with and without Rule of 80 eligibility.
Mortality	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rates are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables published through 2019 to account for future mortality improvements.

Discount Rate:

The municipal bond rate used to measure the September 30, 2022 Total Pension Liability was 4.40%. The municipal bond rate is based on the daily rate closest to but not later than the measurement date of the Fidelity "20-Year Municipal GO AA Index". The discount rate changed from 2.19% as of September 30, 2021, to 4.40% as of September 30, 2022.

Sensitivity of the Total Pension Liability to Changes in the Discount Rate

The following presents the total pension liability of the City, calculated using the discount rate of 4.40%, as well as what the City's total pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.40%) or 1-percentage-point higher (5.40%) than the current rate:

1% Decrease 3.40%	Current Single Rate Assumption 4.40%	1% Increase 5.40%
\$ 783,944	\$ 713,151	\$ 648,489

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Changes in the Total pension Liability:

	Total Pension Liability
Balance at 9/30/2021	\$ 1,009,959
Changes for the year:	
Service Cost	30,647
Interest	22,197
Difference between expected and actual experience	(161,846)
Changes of assumptions	(164,410)
Benefit payments	(23,396)
Other changes	-
Net changes	(296,808)
Balance at 9/30/2022	<u><u>\$ 713,151</u></u>

Changes of assumptions reflect a change in the discount rate from 2.19% as of September 30, 2021, to 4.40% as of September 30, 2022.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to pension

For the year ended September 30, 2022, the City recognized pension income of \$4,675.

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to the pension liability from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Differences between expected and actual economic experience	\$ -	\$ (159,156)
Differences in assumptions	-	(137,981)
Total	<u><u>\$ -</u></u>	<u><u>\$ (297,137)</u></u>

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Amounts reported as deferred outflows and inflows of resources related to pension will be recognized in pension expense as follows:

Year ended September 30:

	Total
2023	\$ (57,519)
2024	(57,519)
2025	(44,758)
2026	(41,839)
2027	(43,406)
Thereafter	(52,096)
	<u>\$ (297,137)</u>

Other Postemployment Benefits

Supplemental Death Benefits Fund (SDBF)

The City also participates in the cost sharing multiple-employer defined benefit group-term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an "other postemployment benefit," or OPEB.

The City offers supplemental death to:	Plan Year 2021	Plan Year 2020
Active employees (yes or no)	Yes	Yes
Retirees (yes or no)	Yes	Yes

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Employees covered by benefit terms

At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	76
Inactive employees entitled to but not yet receiving benefits	20
Active employees	133
Total	229

The City's contributions to the TMRS SDBF for the years ended 2022, 2021, and 2020 were \$12,827, \$10,570, and \$3,958, respectively, which equaled the required contributions each year.

Schedule of Contribution Rates
(RETIREE-only portion of the rate)

Plan/ Calendar Year	Annual Required Contribution (Rate)	Actual Contribution Made (Rate)	Percentage of ARC Contributed
2020	0.05%	0.05%	100.0%
2021	0.14%	0.14%	100.0%
2022	0.14%	0.14%	100.0%

Total OPEB Liability

The City's Postemployment Benefits Other Than Pensions Liability (OPEB) was measured as of December 31, 2021, and the Total OPEB Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total OPEB Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.5% to 11.5%, including inflation per year
Discount rate	1.84%
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Salary increases were based on a service-related table. For service retirees and beneficiary mortality rates, the OPEB liability and the OPEB contribution rates utilized the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements. Based on the size of the city, rates are multiplied by an additional factor of 100.0%. For disabled annuitants mortality rates, the OPEB liability and the OPEB contribution rates utilized the mortality tables for healthy retirees is used with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

Discount Rate:

The discount rate used to measure the Total OPEB Liability was 1.84%. The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2021.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 1.84%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (0.84%) or 1-percentage-point higher (2.84%) than the current rate:

1% Decrease 0.84%	Current Single Rate Assumption 1.84%	1% Increase 2.84%
\$ 713,951	\$ 577,037	\$ 473,258

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Changes in the Total OPEB Liability:

	Total OPEB Liability
Balance at 12/31/2020	\$ 550,094
Changes for the year:	
Service Cost	27,611
Interest	11,149
Difference between expected and actual experience	(17,534)
Changes of assumptions	18,602
Benefit payments	(12,885)
Other changes	-
Net changes	26,943
Balance at 12/31/2021	<u><u>\$ 577,037</u></u>

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$68,308.

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to the OPEB liability from the following sources:

<u>Primary Government</u>	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Differences in assumptions	\$ 69,888	\$ -
Contributions subsequent to measurement date	9,314	-
Total	<u><u>\$ 79,202</u></u>	<u><u>\$ -</u></u>

The City reported \$9,314 as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability for the year ending September 30, 2023.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended December 31:

	<u>Total</u>
2022	\$ 24,867
2023	29,253
2024	15,580
2025	188
2025	-
Thereafter	-
	<u>\$ 69,888</u>

Retiree Healthcare Plan

Plan Description

The City provides and administers a postemployment healthcare benefits plan (the "Plan") to all eligible retirees. Eligibility is determined based on employees who retire directly from the City at the age of 60 or more plus 20 years or more of service with the City totaling 80 or more points. Years of service do not need to be consecutive. Employees who do not meet the eligibility conditions listed above are offered COBRA coverage. The City's contribution is established each fiscal year. Employees terminating employment before normal retirement conditions are not eligible for retiree healthcare. The City does not provide healthcare coverage for spouses of retirees or for their dependents. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). As such, the Plan is considered to be a single-employer unfunded OPEB defined benefit plan with benefit payments treated as being equal to the employer's yearly contributions for retirees.

Benefits

The City currently pays the full health insurance premium for eligible retirees. The fully-insured premiums the City pays its insurance carrier are blended rates based on the combined experience of active and retired members. Because the average cost of providing healthcare benefits to retirees under age 65 is higher than the average cost of providing healthcare benefits to active employees, there is an implicit employer subsidy for the non-Medicare eligible retirees. Retiree medical coverage ends when the retiree reaches age 65.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Employees covered by benefit terms

At the December 31, 2021 measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	3
Inactive employees entitled to but not yet receiving benefits	0
Active employees	94
Total	97

Total OPEB Liability

The City's healthcare OPEB liability was measured as of December 31, 2021.

Actuarial assumptions:

The Total OPEB Liability in the December 31, 2021 actuarial valuation as measured at December 31, 2021, was determined using the following actuarial assumptions:

Actuarial Cost Method	Individual Entry-Age Normal
Discount Rate	1.84% as of December 31, 2021
Inflation	2.5% per year
Overall payroll growth	3.5% to 11.5%, including inflation per year
Discount rate	1.84%
Retirees' share of benefit-related costs	\$0
Demographic Assumptions	Based on the experience study covering the four-year period ending December 31, 2018 as conducted for the Texas Municipal Retirement System (TMRS). For the OPEB valuation, the standard TMRS retirement rates were adjusted to reflect the impact of the City's retiree medical plan design.
Mortality	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rates are projected on a fully generational basis using the ultimate mortality improvement rates in the MP tables published through 2019 to account for future mortality improvements.
Health Care Trend Rates	Initial rate of 7.00% declining to an ultimate rate of 4.15% after 13 years.
Participation Rates	100% of eligible retirees; 0% of covered retirees were assumed to have two-person coverage.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Discount Rate:

For plans that do not have formal assets, the discount rate should equal the tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. For the purpose of this valuation, the municipal bond rate is 1.84% (based on the daily rate closest to but not later than the measurement date of the Fidelity "20-Year Municipal GO AA Index"). The discount rate was 2.00% as of the prior measurement date.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 1.84%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (0.84%) or 1-percentage-point higher (2.84%) than the current rate:

1% Decrease 0.84%	Current Single Rate Assumption 1.84%	1% Increase 2.84%
\$ 977,038	\$ 878,071	\$ 789,375

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate

Regarding the sensitivity of the total OPEB liability to changes in the healthcare cost trend rates, the following presents the plan's total OPEB liability, calculated using the assumed trend rates as well as what the plan's total OPEB liability would be if it were calculated using a trend rate that is one percent lower or one percent higher:

1% Decrease	Current Healthcare Cost Trend Assumption	1% Increase
\$ 759,802	\$ 878,071	\$ 1,021,923

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

Changes in the Total OPEB Liability:

	Total OPEB Liability
Balance at 12/31/2020	\$ 962,757
Changes for the year:	
Service Cost	66,791
Interest	19,623
Difference between expected and actual experience	(156,054)
Changes of assumptions	14,917
Benefit payments	(29,963)
Other changes	-
Net changes	(84,686)
Balance at 12/31/2021	<u><u>\$ 878,071</u></u>

Changes of assumptions reflect a change in the discount rate from 2.00% as of December 31, 2020 to 1.84% as of December 31, 2021.

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$90,088.

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to the OPEB liability from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Differences between expected and actual economic experience	\$ -	\$ (16,728)
Contributions subsequent to measurement date	25,386	-
Total	<u><u>\$ 25,386</u></u>	<u><u>\$ (16,728)</u></u>

The City reported \$25,386 as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability for the year ending September 30, 2023.

City of La Marque, Texas

NOTES TO FINANCIAL STATEMENTS, *Continued*

September 30, 2022

Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended December 31:

	Total
2022	\$ 3,674
2023	3,674
2024	3,674
2025	2,261
2025	(103)
Thereafter	(29,908)
	<u>\$ (16,728)</u>

E. Deferred Compensation Plan

The City offers its employees a deferred compensation plan (the "Plan") created in accordance with Internal Revenue Code Section 457. The Plan, available to all City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. The Plan's trust arrangements are established to protect deferred compensation amounts of employees under the Plan from any other use than intended under the Plan (eventual payment to employees deferring the compensation) in accordance with federal tax laws. Amounts of compensation deferred by employees under Plan provisions are disbursed monthly by the City to a third-party administrator. The third-party administrator handles all funds in the Plan and makes investment decisions and disburses funds to employees in accordance with Plan provisions.

F. Restatement

Due to corrections to prior year grant revenue, lease liabilities, and right-to-use assets, the City restated its beginning net position/fund balance within governmental activities, business-type activities, the general fund, a nonmajor governmental fund, and the utility fund.

City of La Marque, Texas
NOTES TO FINANCIAL STATEMENTS, Continued
September 30, 2022

The below tables summarize the changes to net position/fund balance as a result of the restatements.

	Governmental Activities	General Fund
Prior year ending net position/fund balance, as reported	\$ 10,652,411	\$ 6,505,144
Correct unearned ARPA grant revenue	(749,673)	(749,673)
Recognition of GASB 87 lease liabilities	(464,472)	-
Recognize right-to-use assets	439,092	-
Restated beginning net position/fund balance	<u>\$ 9,877,358</u>	<u>\$ 5,755,471</u>
	Business-Type Activities	Utility
Prior year ending net position/fund balance, as reported	\$ 17,333,482	\$ 17,330,198
Recognition of GASB 87 lease liabilities	(114,431)	(114,431)
Recognize right-to-use assets	107,560	107,560
Restated beginning net position/fund balance	<u>\$ 17,326,611</u>	<u>\$ 17,323,327</u>

G. Subsequent Events

There were no material subsequent events warranting disclosure through October 6, 2023, the date the financial statements were available to be issued.

H. New Accounting Pronouncements

The City has adopted the provision of Governmental Accounting Standard Board (GASB) Statement No. 87, entitled *Leases*. Due to the implementation of GASB 87 in the current year, the City recorded right to use assets and lease liabilities.

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REQUIRED SUPPLEMENTARY INFORMATION

City of La Marque, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND (Page 1 of 2)

For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Property tax	\$ 5,347,940	\$ 5,347,940	\$ 4,127,344	\$ (1,220,596)
Sales tax	5,138,960	5,138,960	5,184,603	45,643
Franchise and other taxes	1,138,500	1,138,500	1,027,176	(111,324)
License and permits	1,268,500	1,268,500	1,211,088	(57,412)
Charges for services	886,200	886,200	1,014,631	128,431
Fines and forfeitures	719,300	719,300	331,784	(387,516)
Intergovernmental	50,000	4,345,645	31,326	(4,314,319)
Contributions and donations	11,500	11,500	23,193	11,693
Investment income	12,010	12,010	47,750	35,740
Other revenues	388,000	388,000	467,568	79,568
Total Revenues	14,960,910	19,256,555	13,466,463	(5,790,092)
Expenditures				
Current:				
General government				
City manager	354,481	354,481	322,251	32,230
City council	38,850	38,850	15,589	23,261
Human resources	185,328	185,328	191,383	(6,055)
Finance	452,428	452,428	464,778	(12,350)
City clerk	239,996	239,996	215,746	24,250
Administration	16,000	17,065	128,107	(111,042)
Non-departmental	170,000	170,000	(200)	170,200
Parks and recreation	-	-	9,795	(9,795)
Information technology	335,392	335,392	465,533	(130,141)
Library	358,267	358,267	311,623	46,644
Cemetery	25,000	25,000	9,700	15,300
Contingency	1,290,278	1,290,278	1,309,424	(19,146)
Total general government	3,466,020	3,467,085	3,443,729	23,356
Public safety				
Police	5,649,064	5,649,112	5,334,149	314,963
Judicial	454,902	454,902	360,323	94,579
Fire	2,979,975	2,980,214	3,242,340	(262,126)
Fire reserve	38,000	38,000	372	37,628
Inspection	743,415	743,415	658,321	85,094
Emergency management	22,950	22,950	14,097	8,853
Animal control	119,465	119,465	114,620	4,845
Total public safety	10,007,771	10,008,058	9,724,222	283,836

City of La Marque, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND (Page 2 of 2)

For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Public works				
Streets and highway	\$ 1,237,124	\$ 1,296,480	\$ 1,174,057	\$ 122,423
Code compliance	502,438	502,438	500,341	2,097
Total public works	1,739,562	1,798,918	1,674,398	124,520
Capital outlay	165,922	203,422	434,135	(230,713) *
Debt service:				
Principal	125,543	125,543	324,116	(198,573)
Interest and fiscal charges	38,513	38,513	58,652	(20,139)
Total debt service	164,056	164,056	382,768	(218,712) *
Total Expenditures	15,543,331	15,641,539	15,659,252	(17,713)
Revenues Over (Under) Expenditures	(582,421)	3,615,016	(2,192,789)	(5,807,805)
Other Financing Sources (Uses)				
Transfers in	2,500	-	2,500	2,500
Transfers (out)	(96,500)	(4,452,355)	(204,641)	4,247,714
Lease issuance	-	-	106,003	106,003
Total Other Financing Sources (Uses)	(94,000)	(4,452,355)	(96,138)	4,356,217
Net Change in Fund Balance	\$ (676,421)	\$ (837,339)	(2,288,927)	\$ (1,451,588)
Beginning fund balance			5,755,471	
Ending Fund Balance			<u>\$ 3,466,544</u>	

Notes to Required Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

* Expenditures exceeded appropriations at the legal level of control.

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
PUBLIC IMPROVEMENT DISTRICT NO. 1
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Revenues</u>				
Special assessments	\$ 970,000	\$ 970,000	\$ 757,620	\$ (212,380)
Total Revenues	<u>970,000</u>	<u>970,000</u>	<u>757,620</u>	<u>(212,380)</u>
<u>Expenditures</u>				
General government	-	-	19,720	(19,720) *
Debt service:				
Principal	440,749	440,749	440,749	-
Interest	454,251	954,251	297,151	657,100
Total Expenditures	<u>895,000</u>	<u>1,395,000</u>	<u>757,620</u>	<u>637,380</u>
Excess of Revenues Over (Under) Expenditures	<u>75,000</u>	<u>(425,000)</u>	<u>-</u>	<u>425,000</u>
Net Change in Fund Balance	<u>\$ 75,000</u>	<u>\$ (425,000)</u>	<u>-</u>	<u>\$ 425,000</u>
Beginning fund balance			-	
Ending Fund Balance			<u>\$ -</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

* Expenditures exceeded appropriations at the legal level of control.

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
GLO - IKE RECOVERY 2 FUND
For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Contributions/donations	\$ -	\$ 3,146,210	\$ 3,146,210	\$ -
Total Revenues	<u>-</u>	<u>3,146,210</u>	<u>3,146,210</u>	<u>-</u>
<u>Expenditures</u>				
Capital outlay	-	919,175	1,055,520	(136,345) *
Total Expenditures	<u>-</u>	<u>919,175</u>	<u>1,055,520</u>	<u>(136,345)</u>
Excess of Revenues Over (Under) Expenditures	<u>-</u>	<u>2,227,035</u>	<u>2,090,690</u>	<u>(136,345)</u>
<u>Other Financing Sources (Uses)</u>				
Transfers (out)	-	(2,227,035)	(2,227,035)	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>(2,227,035)</u>	<u>(2,227,035)</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>(136,345)</u>	<u>\$ (136,345)</u>
Beginning fund balance			106,482	
Ending Fund Balance			<u>\$ (29,863)</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

* Expenditures exceeded appropriations at the legal level of control.

City of La Marque, Texas

SCHEDULE OF CHANGES IN NET PENSION LIABILITY (ASSET) AND RELATED RATIOS TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)

Years Ended:

	12/31/2014	12/31/2015	12/31/2016
Total pension liability			
Service cost	\$ 514,815	\$ 560,669	\$ 904,693
Interest	1,416,956	1,640,785	1,668,294
Changes in benefit terms	-	2,496,190	-
Differences between expected and actual experience	(103,203)	(99,892)	(894,653)
Changes of assumptions	-	99,562	-
Benefit payments, including refunds of participant contributions	(1,208,741)	(1,091,492)	(1,103,437)
Net change in total pension liability	619,827	3,605,822	574,897
Total pension liability - beginning	20,589,185	21,209,012	24,814,834
Total pension liability - ending (a)	21,209,012	24,814,834	25,389,731
Plan fiduciary net position			
Contributions - employer	\$ 489,700	\$ 472,193	\$ 794,038
Contributions - members	278,309	252,815	382,881
Net investment income	1,073,739	28,606	1,285,338
Benefit payments, including refunds of participant contributions	(1,208,741)	(1,091,492)	(1,103,437)
Administrative expenses	(11,211)	(17,429)	(14,529)
Other	(922)	(861)	(783)
Net change in plan fiduciary net position	620,874	(356,168)	1,343,508
Plan fiduciary net position - beginning	18,771,151	19,392,025	19,035,857
Plan fiduciary net position - ending (b)	\$ 19,392,025	\$ 19,035,857	\$ 20,379,365
Fund's net pension liability(asset) - ending (a) - (b)	\$ 1,816,987	\$ 5,778,977	\$ 5,010,366
 Plan fiduciary net position as a percentage of the total pension liability (asset)	 91.43%	 76.71%	 80.27%
Covered payroll	\$ 4,999,022	\$ 5,055,622	\$ 5,469,725
Fund's net pension liability as a percentage of covered payroll	36.35%	114.31%	91.60%

Notes to schedule:

1) This schedule is presented to illustrate the requirement to show information for ten calendar years. However, until a full ten-year trend is compiled, only available information is shown.

<u>12/31/2017</u>	<u>12/31/2018</u>	<u>12/31/2019</u>	<u>12/31/2020</u>	<u>12/31/2021</u> ¹
\$ 996,694	\$ 1,081,046	\$ 1,146,190	\$ 1,428,163	\$ 1,546,207
1,707,837	1,828,750	1,924,637	2,111,086	2,281,322
-	-	-	-	-
164,035	(425,683)	570,250	391,414	675,419
-	-	156,708	-	-
(1,173,585)	(1,065,292)	(1,126,972)	(1,226,170)	(1,709,148)
<u>1,694,981</u>	<u>1,418,821</u>	<u>2,670,813</u>	<u>2,704,493</u>	<u>2,793,800</u>
<u>25,389,731</u>	<u>27,084,712</u>	<u>28,503,533</u>	<u>31,174,346</u>	<u>33,878,839</u>
<u>27,084,712</u>	<u>28,503,533</u>	<u>31,174,346</u>	<u>33,878,839</u>	<u>36,672,639</u>
\$ 943,583	\$ 936,909	\$ 1,023,680	\$ 1,184,746	\$ 1,339,124
419,030	446,450	484,501	595,777	644,253
2,822,534	(699,670)	3,550,863	2,040,514	3,842,313
(1,173,585)	(1,065,292)	(1,126,972)	(1,226,170)	(1,709,148)
(14,638)	(13,533)	(20,074)	(13,208)	(17,777)
(742)	(707)	(605)	(515)	121
<u>2,996,182</u>	<u>(395,843)</u>	<u>3,911,393</u>	<u>2,581,144</u>	<u>4,098,886</u>
<u>20,379,365</u>	<u>23,375,547</u>	<u>22,979,704</u>	<u>26,891,097</u>	<u>29,472,241</u>
<u>\$ 23,375,547</u>	<u>\$ 22,979,704</u>	<u>\$ 26,891,097</u>	<u>\$ 29,472,241</u>	<u>\$ 33,571,127</u>
<u>\$ 3,709,165</u>	<u>\$ 5,523,829</u>	<u>\$ 4,283,249</u>	<u>\$ 4,406,598</u>	<u>\$ 3,101,512</u>
86.31%	80.62%	86.26%	86.99%	91.54%
\$ 5,986,148	\$ 6,377,850	\$ 6,921,436	\$ 8,511,105	\$ 9,203,615
61.96%	86.61%	61.88%	51.77%	33.70%

City of La Marque, Texas

SCHEDULE OF EMPLOYER CONTRIBUTIONS TO PENSION PLAN - TMRS

Years Ended:

	9/30/2014	9/30/2015	9/30/2016
Actuarially determined employer contributions	\$ 458,486	\$ 471,679	\$ 733,250
Contributions in relation to the actuarially determined contribution	\$ 458,486	\$ 471,679	\$ 733,250
Contribution deficiency (excess)	\$ -	\$ -	\$ -
Annual covered payroll	\$ 4,901,246	\$ 5,046,999	\$ 5,569,750
Employer contributions as a percentage of covered payroll	9.35%	9.35%	13.16%

1) This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

NOTES TO SCHEDULE OF EMPLOYER CONTRIBUTIONS TO PENSION PLAN

Valuation Date:

Notes

Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	24 Years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.50% to 11.5% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes

There were no benefit changes during the year.

<u>9/30/2017</u>	<u>9/30/2018</u>	<u>9/30/2019</u>	<u>9/30/2020</u>	<u>9/30/2021</u>	<u>9/30/2022</u> ¹
\$ 910,064	\$ 946,892	\$ 978,226	\$ 1,117,702	\$ 1,307,322	\$ 1,305,762
<u>\$ 910,064</u>	<u>\$ 946,892</u>	<u>\$ 978,226</u>	<u>\$ 1,117,702</u>	<u>\$ 1,307,322</u>	<u>\$ 1,305,762</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 5,881,289	\$ 6,339,339	\$ 6,624,251	\$ 7,915,175	\$ 9,088,669	\$ 9,161,793
15.47%	14.94%	14.77%	14.12%	14.38%	14.25%

City of La Marque, Texas

SCHEDULE OF CHANGES IN TOTAL PENSION LIABILITY AND RELATED RATIOS SUPPLEMENTAL ANNUITY PLAN (SAP)

Years Ended:

	9/30/2017	9/30/2018	9/30/2019	9/30/2020
Total pension liability				
Service cost	\$ 31,748	\$ 25,214	\$ 20,278	\$ 33,993
Interest	28,932	32,517	30,420	25,474
Changes in assumptions	(39,183)	(28,026)	94,771	(50,554)
Differences between expected and actual experience	-	(141,024)	-	45,602
Changes in benefit terms	-	-	-	-
Benefit payments, including refunds of participant contributions	(23,134)	(21,823)	(20,179)	(20,347)
Net change in total pension liability	(1,637)	(133,142)	125,290	34,168
Total pension liability - beginning	928,992	927,355	794,213	919,503
Total pension liability - ending	\$ 927,355	\$ 794,213	\$ 919,503	\$ 953,671
 Covered payroll	 \$ 1,508,521	 \$ 1,263,944	 \$ 1,120,933	 \$ 1,186,282
City's total pension liability as a percentage of covered payroll	 61.47%	 62.84%	 82.03%	 80.39%

Notes to schedule:

¹ This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

² No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB statement No. 73 to pay related benefits.

<u>9/30/2021</u>	<u>9/30/2022</u> ¹
\$ 34,929	\$ 30,647
23,164	22,197
18,130	(164,410)
-	(161,846)
-	-
(19,935)	(23,396)
<u>56,288</u>	<u>(296,808)</u>
<u>953,671</u>	<u>1,009,959</u>
<u>\$ 1,009,959</u>	<u>\$ 713,151</u> ²
\$ 1,101,664	\$ 1,030,197
91.68%	69.22%

City of La Marque, Texas

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS PENSIONS (OPEB) LIABILITY AND RELATED RATIOS TEXAS MUNICIPAL RETIREMENT SYSTEM SUPPLEMENTAL DEATH BENEFITS PLAN

Years Ended:

	12/31/2017	12/31/2018	12/31/2019	12/31/2020
Total OPEB liability				
Service cost	\$ 12,571	\$ 15,307	\$ 13,843	\$ 22,129
Interest	11,734	11,965	13,036	12,359
Changes in assumptions	28,757	(25,894)	71,001	75,391
Differences between expected and actual experience	-	(7,426)	(100)	3,981
Changes in benefit terms	-	-	-	-
Benefit payments, including refunds of participant contributions	(3,592)	(3,189)	(3,461)	(4,256)
Net change in total OPEB liability	49,470	(9,237)	94,319	109,604
Total OPEB liability - beginning	305,938	355,408	346,171	440,490
Total OPEB liability - ending	\$ 355,408	\$ 346,171	\$ 440,490	\$ 550,094
 Covered payroll	 \$ 5,986,148	 \$ 6,377,850	 \$ 6,921,436	 \$ 8,511,105
City's total OPEB liability as a percentage of covered payroll	5.94%	5.43%	6.36%	6.46%

Notes to schedule:

¹ This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

² No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB statement No. 75 to pay related benefits.

12/31/2021 ¹

\$ 27,611
11,149
18,602

(17,534)
-

(12,885)
26,943
550,094
\$ 577,037 ²

\$ 9,203,615

6.27%

City of La Marque, Texas

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS PENSIONS (OPEB) LIABILITY AND RELATED RATIOS POSTEMPLOYMENT HEALTHCARE BENEFITS

Years Ended:

	<u>12/31/2017</u>	<u>12/31/2018</u>	<u>12/31/2019</u>	<u>12/31/2020</u>
Total OPEB liability				
Service cost	\$ 41,247	\$ 47,164	\$ 60,155	\$ 57,680
Interest	24,861	23,583	27,247	23,476
Changes in assumptions	37,440	(32,227)	56,989	71,980
Differences between expected and actual experience	-	18,061	9,058	1,938
Changes in benefit terms	-	-	-	-
Benefit payments, including refunds of participant contributions	(42,507)	(50,607)	(31,619)	(34,305)
Net change in total OPEB liability	<u>61,041</u>	<u>5,974</u>	<u>121,830</u>	<u>120,769</u>
Total OPEB liability - beginning	<u>653,143</u>	<u>714,184</u>	<u>720,158</u>	<u>841,988</u>
Total OPEB liability - ending	<u><u>\$ 714,184</u></u>	<u><u>\$ 720,158</u></u>	<u><u>\$ 841,988</u></u>	<u><u>\$ 962,757</u></u>
 Covered-employee payroll	 \$ 4,362,624	 \$ 5,428,522	 \$ 7,076,602	 \$ 8,520,634
City's total OPEB liability as a percentage of covered-employee payroll	 16.37%	 13.27%	 11.90%	 11.30%

Notes to schedule:

¹ This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

² No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB statement No. 75 to pay related benefits.

<u>12/31/2021</u>	¹
\$ 66,791	
19,623	
14,917	
(156,054)	
-	
(29,963)	
(84,686)	
962,757	
\$ 878,071	²

\$ 8,225,038

10.68%

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***COMBINING AND INDIVIDUAL FUND FINANCIAL
STATEMENTS AND SCHEDULES***

City of La Marque, Texas
COMBINING BALANCE SHEET (Page 1 of 2)
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2022

	Library Grants	PD Child Outreach	Hotel/ Motel	Drug Seizure
<u>Assets</u>				
Cash and cash equivalents	\$ 2,201	\$ 6,228	\$ 250,330	\$ 70,657
Investments	-	-	61,899	-
Accounts receivable, net	2,053	-	16,574	1,129
Due from other funds	-	-	-	-
Prepays	-	-	-	-
Total Assets	\$ 4,254	\$ 6,228	\$ 328,803	\$ 71,786
<u>Liabilities</u>				
Accounts payable	\$ -	\$ -	\$ -	\$ 524
Total Liabilities	-	-	-	524
<u>Fund Balances</u>				
Nonspendable:				
Prepays	-	-	-	-
Restricted for:				
Tourism	-	-	328,803	-
Police department	-	6,228	-	71,262
Municipal court	-	-	-	-
Public improvement	-	-	-	-
Capital projects	-	-	-	-
Culture and recreation	4,254	-	-	-
Enabling legislation	-	-	-	-
Special projects	-	-	-	-
Total Fund Balances	4,254	6,228	328,803	71,262
Total Liabilities, Deferred Inflows and Fund Balances	\$ 4,254	\$ 6,228	\$ 328,803	\$ 71,786

TIRZ - Omega Bay	Parks	Court Technology
\$ 84,590	\$ 54,925	\$ 21,845
-	-	-
-	-	-
-	-	-
-	-	-
<u>\$ 84,590</u>	<u>\$ 54,925</u>	<u>\$ 21,845</u>
<u><u>\$ -</u></u>	<u><u>\$ 1,808</u></u>	<u><u>\$ -</u></u>
<u>-</u>	<u>1,808</u>	<u>-</u>
-	-	-
-	-	-
-	-	-
-	-	21,845
84,590	-	-
-	-	-
-	53,117	-
-	-	-
-	-	-
<u>84,590</u>	<u>53,117</u>	<u>21,845</u>
<u><u>\$ 84,590</u></u>	<u><u>\$ 54,925</u></u>	<u><u>\$ 21,845</u></u>

City of La Marque, Texas
COMBINING BALANCE SHEET (Page 2 of 2)
NONMAJOR GOVERNMENTAL FUNDS
September 30, 2022

	Court Security	Child Safety	Leose Training	Clean City
<u>Assets</u>				
Cash and cash equivalents	\$ 15,264	\$ 54,710	\$ 22,164	\$ 38,990
Investments	-	-	-	-
Accounts receivable, net	-	-	-	-
Due from other funds	-	-	-	-
Prepays	-	-	900	-
Total Assets	\$ 15,264	\$ 54,710	\$ 23,064	\$ 38,990
<u>Liabilities</u>				
Accounts payable	\$ -	\$ -	\$ 151	\$ 815
Total Liabilities	-	-	151	815
<u>Fund Balances</u>				
Nonspendable:				
Prepays	-	-	900	-
Restricted for:				
Tourism	-	-	-	-
Police department	-	-	-	-
Municipal court	15,264	54,710	22,013	-
Public improvement	-	-	-	-
Capital projects	-	-	-	-
Culture and recreation	-	-	-	-
Enabling legislation	-	-	-	-
Special projects	-	-	-	38,175
Total Fund Balances	15,264	54,710	22,913	38,175
Total Liabilities, Deferred Inflows and				
Fund Balances	\$ 15,264	\$ 54,710	\$ 23,064	\$ 38,990

Comcast PEG Fees	Total Nonmajor Special Revenue	Capital Projects	Total Nonmajor Governmental
\$ 149,409	\$ 771,313	\$ 288,191	\$ 1,059,504
36,308	98,207	164,970	263,177
9,747	29,503	-	29,503
-	-	626,750	626,750
-	900	-	900
<u>\$ 195,464</u>	<u>\$ 899,923</u>	<u>\$ 1,079,911</u>	<u>\$ 1,979,834</u>
\$ -	\$ 3,298	\$ 1,075	\$ 4,373
-	3,298	1,075	4,373
-	900	-	900
-	328,803	-	328,803
-	77,490	-	77,490
-	113,832	-	113,832
-	84,590	-	84,590
-	-	1,078,836	1,078,836
-	57,371	-	57,371
195,464	195,464	-	195,464
-	38,175	-	38,175
<u>195,464</u>	<u>896,625</u>	<u>1,078,836</u>	<u>1,975,461</u>
<u>\$ 195,464</u>	<u>\$ 899,923</u>	<u>\$ 1,079,911</u>	<u>\$ 1,979,834</u>

City of La Marque, Texas
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES (Page 1 of 2)
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2022

	Library Grants	PD Child Outreach	Hotel/ Motel	Drug Seizure
<u>Revenues</u>				
Property taxes	\$ -	\$ -	\$ -	\$ -
Hotel occupancy tax	-	-	106,957	-
Franchise fees	-	-	-	-
Fines and fees	-	-	-	-
Intergovernmental	-	-	-	11,971
Investment income	-	-	4,628	429
Other revenue	-	-	-	16,684
Total Revenues	-	-	111,585	29,084
<u>Expenditures</u>				
General government	-	-	129,828	-
Public safety	-	-	-	49,685
Debt service:				
Bond issuance costs	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	129,828	49,685
Revenues Over (Under) Expenditures	-	-	(18,243)	(20,601)
<u>Other Financing Sources (Uses)</u>				
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Debt issuance	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	-	(18,243)	(20,601)
Beginning fund balances	4,254	6,228	347,046	91,863
Ending Fund Balances	\$ 4,254	\$ 6,228	\$ 328,803	\$ 71,262

<u>TIRZ - Omega Bay</u>	<u>Parks</u>	<u>Court Technology</u>
\$ 62,709	\$ -	\$ -
-	-	-
-	-	-
-	-	5,439
-	-	-
-	-	-
-	7,394	-
<u>62,709</u>	<u>7,394</u>	<u>5,439</u>
-	8,226	-
-	-	-
-	-	-
-	-	-
<u>-</u>	<u>8,226</u>	<u>-</u>
<u>62,709</u>	<u>(832)</u>	<u>5,439</u>
-	-	-
-	-	-
-	-	-
<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>-</u>	<u>-</u>
62,709	(832)	5,439
21,881	53,949	16,406
<u>\$ 84,590</u>	<u>\$ 53,117</u>	<u>\$ 21,845</u>

City of La Marque, Texas
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES (Page 2 of 2)
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2022

	Court Security	Child Safety	Leose Training	Clean City
<u>Revenues</u>				
Property taxes	\$ -	\$ -	\$ -	\$ -
Hotel occupancy tax	-	-	-	-
Franchise fees	-	-	-	-
Fines and fees	5,520	-	-	-
Intergovernmental	-	-	-	-
Investment income	-	260	139	-
Other revenue	-	302	597	199
Total Revenues	5,520	562	736	199
<u>Expenditures</u>				
General government	-	-	-	21,075
Public safety	-	-	2,107	-
Debt service:				
Bond issuance costs	-	-	-	-
Capital outlay	-	-	-	-
Total Expenditures	-	-	2,107	21,075
Revenues Over (Under) Expenditures	5,520	562	(1,371)	(20,876)
<u>Other Financing Sources (Uses)</u>				
Transfers in	-	-	-	7,169
Transfers (out)	(2,500)	-	-	-
Debt issuance	-	-	-	-
Total Other Financing Sources (Uses)	(2,500)	-	-	7,169
Net Change in Fund Balances	3,020	562	(1,371)	(13,707)
Beginning fund balances	12,244	54,148	24,284	51,882
Ending Fund Balances	\$ 15,264	\$ 54,710	\$ 22,913	\$ 38,175

Comcast PEG Fees	Total Nonmajor Special Revenue	Capital Projects	Total Nonmajor Governmental
\$ -	\$ 62,709	\$ -	\$ 62,709
-	106,957	-	106,957
40,995	40,995	-	40,995
-	10,959	-	10,959
-	11,971	-	11,971
684	6,140	3,632	9,772
-	25,176	-	25,176
<u>41,679</u>	<u>264,907</u>	<u>3,632</u>	<u>268,539</u>
-	159,129	-	159,129
-	51,792	-	51,792
-	-	26,076	26,076
440	440	2,710	3,150
<u>440</u>	<u>211,361</u>	<u>28,786</u>	<u>240,147</u>
<u>41,239</u>	<u>53,546</u>	<u>(25,154)</u>	<u>28,392</u>
-	7,169	-	7,169
-	(2,500)	-	(2,500)
-	-	652,826	652,826
<u>-</u>	<u>4,669</u>	<u>652,826</u>	<u>657,495</u>
41,239	58,215	627,672	685,887
154,225	838,410	451,164	1,289,574
<u>\$ 195,464</u>	<u>\$ 896,625</u>	<u>\$ 1,078,836</u>	<u>\$ 1,975,461</u>

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
HOTEL/MOTEL TAX FUND
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Revenues</u>				
Hotel occupancy tax	\$ 100,000	\$ 100,000	\$ 106,957	\$ 6,957
Investment income	1,000	1,000	4,628	3,628
Total Revenues	<u>101,000</u>	<u>101,000</u>	<u>111,585</u>	<u>10,585</u>
<u>Expenditures</u>				
General government	130,750	130,750	129,828	922
Total Expenditures	<u>130,750</u>	<u>130,750</u>	<u>129,828</u>	<u>922</u>
Excess of Revenues Over (Under) Expenditures	<u>(29,750)</u>	<u>(29,750)</u>	<u>(18,243)</u>	<u>11,507</u>
<u>Other Financing Sources (Uses)</u>				
Transfers (out)	(88,500)	(88,500)	-	88,500
Total Other Financing Sources (Uses)	<u>(88,500)</u>	<u>(88,500)</u>	<u>-</u>	<u>88,500</u>
Net Change in Fund Balance	<u>\$ (118,250)</u>	<u>\$ (118,250)</u>	<u>(18,243)</u>	<u>\$ 100,007</u>
Beginning fund balance			347,046	
Ending Fund Balance			<u>\$ 328,803</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
DRUG SEIZURE FUND
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Revenues</u>				
Other revenues	\$ -	\$ -	\$ 16,684	\$ 16,684
Investment income	100	100	429	329
Total Revenues	<u>100</u>	<u>100</u>	<u>17,113</u>	<u>17,013</u>
<u>Expenditures</u>				
Public safety	-	58,013	49,685	8,328
Total Expenditures	<u>-</u>	<u>58,013</u>	<u>49,685</u>	<u>8,328</u>
<u>Other Financing Sources (Uses)</u>				
Transfers (out)	-	-	11,971	11,971
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>11,971</u>	<u>11,971</u>
Net Change in Fund Balance	<u>\$ 100</u>	<u>\$ (57,913)</u>	<u>(20,601)</u>	<u>\$ 37,312</u>
Beginning fund balance			91,863	
Ending Fund Balance			<u>\$ 71,262</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
CAPITAL PROJECTS
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Interest income	\$ 480	\$ 480	\$ 3,632	\$ 3,152
Total Revenues	<u>480</u>	<u>480</u>	<u>3,632</u>	<u>3,152</u>
<u>Expenditures</u>				
Capital outlay	482,924	655,137	2,710	652,427
Debt issuance costs	26,076	26,076	26,076	-
Total Expenditures	<u>509,000</u>	<u>681,213</u>	<u>28,786</u>	<u>652,427</u>
<u>Other Financing Sources (Uses)</u>				
Debt issuance	-	-	652,826	652,826
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>652,826</u>	<u>652,826</u>
Net Change in Fund Balance	<u>\$ (508,520)</u>	<u>\$ (680,733)</u>	627,672	<u>\$ 1,308,405</u>
Beginning fund balance			451,164	
Ending Fund Balance			<u>\$ 1,078,836</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Property taxes	\$ 2,245,321	\$ 2,245,321	\$ 2,065,591	\$ (179,730)
Interest income	800	800	327	(473)
Total Revenues	<u>2,246,121</u>	<u>2,246,121</u>	<u>2,065,918</u>	<u>(180,203)</u>
<u>Expenditures</u>				
Debt service:				
Principal	1,121,753	1,121,753	607,400	514,353
Interest	927,157	927,157	449,438	477,719
Total Expenditures	<u>2,048,910</u>	<u>2,048,910</u>	<u>1,056,838</u>	<u>992,072</u>
Excess of Revenues Over (Under) Expenditures	<u>197,211</u>	<u>197,211</u>	<u>1,009,080</u>	<u>811,869</u>
Net Change in Fund Balance	<u>\$ 197,211</u>	<u>\$ 197,211</u>	<u>1,009,080</u>	<u>\$ 811,869</u>
Beginning fund balance			(101,733)	
Ending Fund Balance			<u>\$ 907,347</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
CAPITAL IMPROVEMENTS
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Investment income	\$ 3,000	\$ 3,000	\$ 18,902	\$ 15,902
Total Revenues	<u>3,000</u>	<u>3,000</u>	<u>18,902</u>	<u>15,902</u>
<u>Expenditures</u>				
Capital outlay	200,000	375,260	226,778	148,482
Total Expenditures	<u>200,000</u>	<u>375,260</u>	<u>226,778</u>	<u>148,482</u>
Excess of Revenues Over (Under) Expenditures	<u>(197,000)</u>	<u>(372,260)</u>	<u>(207,876)</u>	<u>164,384</u>
<u>Other Financing Sources (Uses)</u>				
Transfers in	160,000	160,000	160,000	-
Total Other Financing Sources (Uses)	<u>160,000</u>	<u>160,000</u>	<u>160,000</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ (37,000)</u>	<u>\$ (212,260)</u>	<u>(47,876)</u>	<u>\$ 164,384</u>
Beginning fund balance			3,606,494	
Ending Fund Balance			<u>\$ 3,558,618</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
PARKS FUND
For the Year Ended September 30, 2022

		Original & Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Other revenue		\$ 4,040	\$ 7,394	\$ 3,354
	Total Revenues	<u>4,040</u>	<u>7,394</u>	<u>3,354</u>
<u>Expenditures</u>				
General government		30,000	8,226	21,774
	Total Expenditures	<u>30,000</u>	<u>8,226</u>	<u>21,774</u>
	Excess of Revenues Over (Under) Expenditures	<u>(25,960)</u>	<u>(832)</u>	<u>25,128</u>
	Net Change in Fund Balance	<u>\$ (25,960)</u>	<u>(832)</u>	<u>\$ 25,128</u>
Beginning fund balance			53,949	
	Ending Fund Balance		<u>\$ 53,117</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
COURT TECHNOLOGY FUND
For the Year Ended September 30, 2022

	Original & Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>			
Fines and forfeitures	\$ 4,030	\$ 5,439	\$ 1,409
Total Revenues	4,030	5,439	1,409
<u>Expenditures</u>			
General government	14,600	-	14,600
Total Expenditures	14,600	-	14,600
Excess of Revenues Over (Under) Expenditures	(10,570)	5,439	16,009
Net Change in Fund Balance	\$ (10,570)	5,439	\$ 16,009
Beginning fund balance		16,406	
Ending Fund Balance		\$ 21,845	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
COURT SECURITY FUND
For the Year Ended September 30, 2022

	Original & Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>			
Fines and forfeitures	\$ 4,000	\$ 5,520	\$ 1,520
Interest income	50	-	(50)
Total Revenues	4,050	5,520	1,470
Excess of Revenues Over (Under) Expenditures	4,050	5,520	1,470
<u>Other Financing Sources (Uses)</u>			
Transfers (out)	(2,500)	(2,500)	-
Total Other Financing Sources (Uses)	(2,500)	(2,500)	-
Net Change in Fund Balance	\$ 1,550	3,020	\$ 1,470
Beginning fund balance		12,244	
Ending Fund Balance		\$ 15,264	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
CHILD SAFETY FUND
For the Year Ended September 30, 2022

	Original & Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>			
Interest income	\$ 50	\$ 260	\$ 210
Other revenue	500	302	(198)
Total Revenues	<u>550</u>	<u>562</u>	<u>12</u>
<u>Expenditures</u>			
General government	5,000	-	5,000
Total Expenditures	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Excess of Revenues Over (Under) Expenditures	<u>(4,450)</u>	<u>562</u>	<u>5,012</u>
Net Change in Fund Balance	<u>\$ (4,450)</u>	<u>562</u>	<u>\$ 5,012</u>
Beginning fund balance		54,148	
Ending Fund Balance		<u>\$ 54,710</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
LEOSE TRAINING FUND
For the Year Ended September 30, 2022

	Original & Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>			
Interest income	30	139	109
Other revenue	-	597	597
Total Revenues	30	736	706
<u>Expenditures</u>			
Public safety	4,802	2,107	2,695
Total Expenditures	4,802	2,107	2,695
Excess of Revenues Over (Under) Expenditures	(4,772)	(1,371)	3,401
Net Change in Fund Balance	\$ (4,772)	(1,371)	\$ 3,401
Beginning fund balance		24,284	
Ending Fund Balance		\$ 22,913	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
CLEAN CITY FUND
For the Year Ended September 30, 2022

		Original & Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Other revenue		\$ 40	\$ 199	\$ 159
	Total Revenues	<u>40</u>	<u>199</u>	<u>159</u>
<u>Expenditures</u>				
General government		30,000	21,075	8,925
	Total Expenditures	<u>30,000</u>	<u>21,075</u>	<u>8,925</u>
	Excess of Revenues Over (Under) Expenditures	<u>(29,960)</u>	<u>(20,876)</u>	<u>9,084</u>
<u>Other Financing Sources (Uses)</u>				
Transfers in		4,000	7,169	3,169
	Total Other Financing Sources (Uses)	<u>4,000</u>	<u>7,169</u>	<u>3,169</u>
	Net Change in Fund Balance	<u>\$ (25,960)</u>	<u>(13,707)</u>	<u>\$ 12,253</u>
Beginning fund balance			51,882	
	Ending Fund Balance		<u>\$ 38,175</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
COMCAST PEG FEES FUND
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Franchise fees	\$ 40,000	\$ 40,000	\$ 40,995	\$ 995
Interest income	120	120	684	564
Total Revenues	<u>40,120</u>	<u>40,120</u>	<u>41,679</u>	<u>1,559</u>
<u>Expenditures</u>				
Capital outlay	-	440	440	-
Total Expenditures	<u>-</u>	<u>440</u>	<u>440</u>	<u>-</u>
Excess of Revenues Over (Under) Expenditures	<u>40,120</u>	<u>39,680</u>	<u>41,239</u>	<u>1,559</u>
Net Change in Fund Balance	<u>\$ 40,120</u>	<u>\$ 39,680</u>	<u>41,239</u>	<u>\$ 1,559</u>
Beginning fund balance			154,225	
Ending Fund Balance			<u>\$ 195,464</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

TIRZ - OMEGA BAY FUND

For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<u>Revenues</u>				
Property taxes	\$ -	\$ -	\$ 62,709	\$ 62,709
Total Revenues	<u>-</u>	<u>-</u>	<u>62,709</u>	<u>62,709</u>
Excess of Revenues Over (Under) Expenditures	<u>-</u>	<u>-</u>	<u>62,709</u>	<u>62,709</u>
<u>Other Financing Sources (Uses)</u>				
Transfers in	15,000	77,710	-	(77,710)
Total Other Financing Sources	<u>15,000</u>	<u>77,710</u>	<u>-</u>	<u>(77,710)</u>
Net Change in Fund Balance	<u>\$ 15,000</u>	<u>\$ 77,710</u>	62,709	<u>\$ (15,001)</u>
Beginning fund balance			21,881	
Ending Fund Balance			<u>\$ 84,590</u>	

Notes to Supplementary Information

1. Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of La Marque, Texas
BALANCE SHEET
DISCRETELY PRESENTED COMPONENT UNIT
September 30, 2022

**La Marque
Economic
Development
Corp.**

Assets

Cash and cash equivalents	\$ 7,519,983
Investments	416,802
Receivables, net	291,814
Prepays	22,231
Total Assets	\$ 8,250,830

Liabilities

Accounts payable and accrued liabilities	\$ 36,467
Customer deposits	2,500
Total Liabilities	38,967

Fund Balances

Restricted for: Economic development	8,211,863
Total Fund Balance	8,211,863
Total Liabilities and Fund Balance	\$ 8,250,830

See Notes to Financial Statements.

City of La Marque, Texas

RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION DISCRETELY PRESENTED COMPONENT UNIT

September 30, 2022

Fund Balance	\$ 8,211,863
---------------------	--------------

Adjustments for the Statement of Net Position:

Capital assets used in governmental activities are not current financial resources and, therefore, not reported in the governmental funds.

Capital assets - non-depreciable	3,692,636
Capital assets - net depreciable	1,630,991

Deferred outflows of resources, represent a consumption of net position that applies to a future period(s) and is not recognized as an outflow of resources (expenditure) until then.

Deferred pension outflows - TMRS	41,875
----------------------------------	--------

Deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred pension inflows - TMRS	(54,304)
---------------------------------	----------

Some liabilities, including bonds payable and deferred charges, are not reported as liabilities in the governmental funds.

Compensated absences	(84,748)
Net pension liability	(85,845)

Net Position of the Discretely Presented Component Unit	\$ 13,352,468
--	----------------------

See Notes to Financial Statements.

City of La Marque, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE DISCRETELY PRESENTED COMPONENT UNIT

For the Year Ended September 30, 2022

		La Marque Economic Development Corp.
<u>Revenues</u>		
Sales tax		\$ 1,726,978
Other revenue		392,943
Investment income		63,099
	Total Revenues	<u>2,183,020</u>
<u>Expenditures</u>		
Current:		
Economic development		1,013,987
	Total Expenditures	<u>1,013,987</u>
Revenues Over (Under) Expenditures		1,169,033
	Net Change in Fund Balance	1,169,033
Beginning fund balance		7,042,830
	Ending Fund Balance	<u><u>\$ 8,211,863</u></u>

See Notes to Financial Statements.

City of La Marque, Texas
RECONCILIATION OF THE SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF THE DISCRETELY PRESENTED
COMPONENT UNIT TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:

Net changes in fund balance	\$ 1,169,033
-----------------------------	--------------

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	271,111
Depreciation expense	(77,146)
Adjustment for disposal of assets	(123,996)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Pension expense - TMRS	4,702
Compensated absences	(20,092)

Change in Net Position of the Discretely Presented Component Unit	\$ 1,223,612
--	---------------------

See Notes to Financial Statements.



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: _____

Department: City Clerk

Agenda Item: 9.II.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Casting votes for the Board of Directors of the Galveston Central Appraisal District for a two-year term

STAFF BRIEFING:

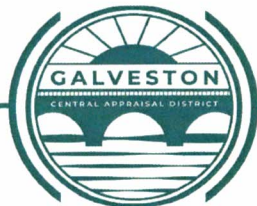
- The Board of Directors of the Galveston Central Appraisal District consists of five members who will serve two-year terms beginning January 1, 2023, through December 31, 2025
- In accordance with Sec. 6.03 (e) of the Property Tax Code, the Chief Appraiser notifies taxing entities of the number of votes to which each is entitled, receives the nominations, prepares and distributes the ballot, counts votes, and announces winners.

HISTORY:

Resolution R-2021-0024 - 37 votes were cast for Matt Doyle to serve as representative for the City of La Marque on the Board of Directors for the Galveston Central Appraisal District.

FISCAL IMPACT:

None.



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

October 27, 2023

The Honorable Keith Bell
Mayor
City of La Marque
1111 Bayou
La Marque, TX 77568

Dear The Honorable Bell,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution before ***December 15th, 2023.***

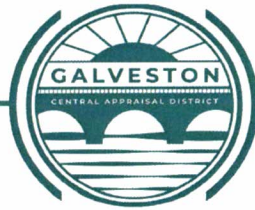
You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "K. McKinney", with a stylized flourish at the end.

Krystal L. McKinney
Chief Appraiser

KLM:ldff
Enclosures



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

October 27, 2023

Mr. Cesar Garcia
City Manager
City of La Marque
1111 Bayou
La Marque, TX 77568

Dear Mr. Garcia,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution before ***December 15th, 2023.***

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "K. McKinney", with a stylized flourish at the end.

Krystal L. McKinney
Chief Appraiser

KLM:ldff

*Ballot & Resolutions enclosed in Presiding Officers letter

A RESOLUTION OF

City of La Marque

VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2024-2025

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2024 through December 31, 2025; and

WHEREAS, The City of La Marque is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the City of La Marque to the Galveston Central Appraisal District.

PASSED AND APPROVED by City of La Marque,
This _____ day of _____, 2023.

Presiding Officer

ATTEST:

Signature and Title



Chief Appraiser, Krystal L. McKinney RPA, CCA

2024-2025

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
37	City of La Marque

CANDIDATES	VOTES
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Tressler, Chad	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15th, 2023*

Ms. Mauldin's Direct Line: (512) 322-5890
Email: jmauldin@lglawfirm.com

MEMORANDUM

TO: Cities Served by CenterPoint Gas (Cities)
FROM: Jamie Mauldin
Samantha Miller
DATE: October 31, 2023
RE: CenterPoint – Intent to Change Gas Utility Rates

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION
CITY ACTION REQUIRED NO LATER THAN DECEMBER 4

On October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company) filed a Statement of Intent to Change Rates in. In the filing, CenterPoint is seeking a \$37.4 million increase in annual non-gas revenue or a 5.8% increase over current adjusted revenues, excluding gas costs. In addition to requesting a change in rates, the Company is proposing to consolidate the Houston, Texas Coast, South Texas and Beaumont/East Texas Divisions into a new single division, the Texas Division.

In order to represent all cities in the new Texas Division who retain their original jurisdiction, we have created the coalition Cities Served by CenterPoint Gas (Cities). Cities have engaged the services of consultants to review CenterPoint's filing. The consultants will review the filing and identify adjustments that should be made to CenterPoint's request. We are recommending that Cities adopt the resolution authorizing membership of the City into the Cities Served by CenterPoint Gas coalition and suspending the effective date of CenterPoint's proposed rate increase.

The Gas Utility Regulatory Act permits cities to suspend the rate change for 90 days after the date the rate change would otherwise be effective. The resolution allowing suspension of the rate change must be passed before the December 4, 2023, effective date. **Accordingly, we request that each city schedule the draft suspension resolution included with this memorandum for consideration at their next council meeting.**

If you have any concerns or questions, please do not hesitate to contact us. We appreciate your continued support.

1720/51/8708341

MODEL STAFF REPORT REGARDING CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS'S STATEMENT OF INTENT TO CHANGE RATES IN THE TEXAS DIVISION

ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE DECEMBER 4, 2023

On October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company), filed a Statement of Intent seeking to change rates in the Texas Division. In the filing, the Company asserts it is entitled to a \$37.4 million increase in annual non-gas revenue or a 5.8% increase over current adjusted revenues, excluding gas costs. In addition to requesting a change in rates, the Company is proposing to consolidate the Houston, Texas Coast, South Texas and Beaumont/East Texas Divisions into a new single division, the Texas Division.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. CenterPoint has proposed an effective date of December 4, 2023. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CenterPoint's rate request is deemed administratively approved.**

Purpose of Resolution:

The purpose of the Resolution is to authorize membership of the City into the Cities Served by CenterPoint Gas coalition, to extend the effective date of the Company's proposed rate increase, and to give the City time to review the rate-filing package. The resolution suspends the December 4, 2023 effective date of the Company's request for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates. The Resolution must be passed before December 4, 2023.

Explanation of "Be It Ordained" Paragraphs:

Section 1. This section incorporates the "whereas" provisions in preamble into the Resolution.

Section 2. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective so long as the City has a legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as the "maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can

extend its effective date and, therefore, extend the deadline for final city action to increase the time that the City retains jurisdiction (for example, if necessary to reach settlement on the case).

If the effective date is not otherwise extended by the Company, the City must take final action on CenterPoint's request to raise rates by December 4, 2023.

Section 3. This section confirms that the City has authorized formal membership into the Cities Served by CenterPoint Gas (Cities) and authorizes the hiring of outside attorneys and consultants to work on this matter.

Section 4. This section explains that, as a member of Cities, the City will work with the coalition to review the application to insure fair and just rates and authorizes intervention in the Railroad Commission proceeding.

Section 5. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will present their invoices to Cities which will then seek reimbursement from CenterPoint. The City will not incur liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 7. This section provides that both CenterPoint's designated representative and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Section 8. This section identifies the effective date of the Resolution as the time it is adopted.

Recommendation

The City Staff recommends adoption of the resolution suspending the effective date of CenterPoint's proposed rate increase.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF LA MARQUE, TEXAS AUTHORIZING AND APPROVING MEMBERSHIP IN THE CITIES SERVED BY CENTERPOINT GAS (CITIES) FOR THE PURPOSE OF PROTECTING THE INTEREST OF THE CITY AND ITS CITIZENS WITH RESPECT TO CENTERPOINT MATTERS; FURTHER SUSPENDING THE DECEMBER 4, 2023 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TO CHANGE RATES IN THE TEXAS DIVISION; TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY CENTERPOINT GAS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company) filed with the City of La Marque, Texas (City) and the other affected Texas municipalities a Statement of Intent seeking to change rates within the Texas division to be effective December 4, 2023; and

WHEREAS, the City is a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the Cities Served by CenterPoint Gas (Cities) is a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to gas issues affecting rates charged in CenterPoint's service area; and

WHEREAS, the Cities Served by CenterPoint Gas (Cities) has hired outside consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

WHEREAS, CenterPoint has filed an application with the Railroad Commission that could become the docket into which appeals of city action on the CenterPoint filing are consolidated;

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the December 4, 2023, effective date of the request to increase rates submitted by CenterPoint on or about October 30, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 3. That the City is a member of the Cities Served by CenterPoint Gas (Cities) municipalities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Jamie L. Mauldin of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., Karl J. Nalepa of the consulting firm of ReSolved Energy Consulting, L.L.C., and Lane Kollen of J. Kennedy & Associates, Inc., as well as any additional consultants deemed necessary, to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 4. That the City shall work with Cities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and intervene as a necessary party in the Railroad Commission of Texas' consideration of the CenterPoint rate filing as it affects the customers in the unincorporated areas of CenterPoint's Texas Division.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to Keith L. Wall, CenterPoint Energy, at P.O. Box 2628, Houston, Texas 77252-2628, and to Jamie L. Mauldin at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 8. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

CITY ATTORNEY

I, _____, Clerk of the City Council of the City of _____, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of _____, Texas, at its regular meeting held of the ____ day of _____, 2023, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of _____ this ____ day of _____, 2023.

City Clerk
of the City of La Marque, Texas



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023
Prepared by: Kathleen Van Stavern
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding a Final Plat of Ambrose, Section 3, a subdivision of 19.16 acres located in the Stephen F. Austin League No.4, A-2 City of La Marque, Galveston, TX South of FM 1765 & East of Delany Rd.

☒ X

ATTACHMENTS FOR REFERENCE

1. Submitted Final Plat
2. Planning and Zoning Commission Report
3. Letter of Recommendation from Adico, LLC

STAFF BRIEFING:

- The Planning and Zoning Commission recommended approval of the final plat

HISTORY:

- 10/24/2023 - Planning & Zoning meeting recommended approval of the final plat for Ambrose Section 3
- 6/22/2023 - Preliminary plat application submitted

TARGET IMPLEMENTATION: Final Plat Approved

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to approve Ambrose, Section 3 final plat

FISCAL IMPACT: N/A

Friday, September 29, 2023

Renissa Garza Montalvo
Costello, Inc.
210 City West Blvd., Suite 400
Houston, TX 77042

Re: Ambrose Section 3 Final Plat
Letter of Recommendation to Approve
COLM Project No. PZ2023-016
Adico, LLC Project No. 18100-2-110

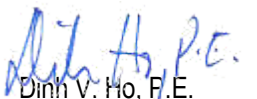
Dear Ms. Montalvo;

On behalf of the City of La Marque, Adico, LLC has reviewed the second submittal for Ambrose Section 3 Final Plat received on or about June 22, 2023.

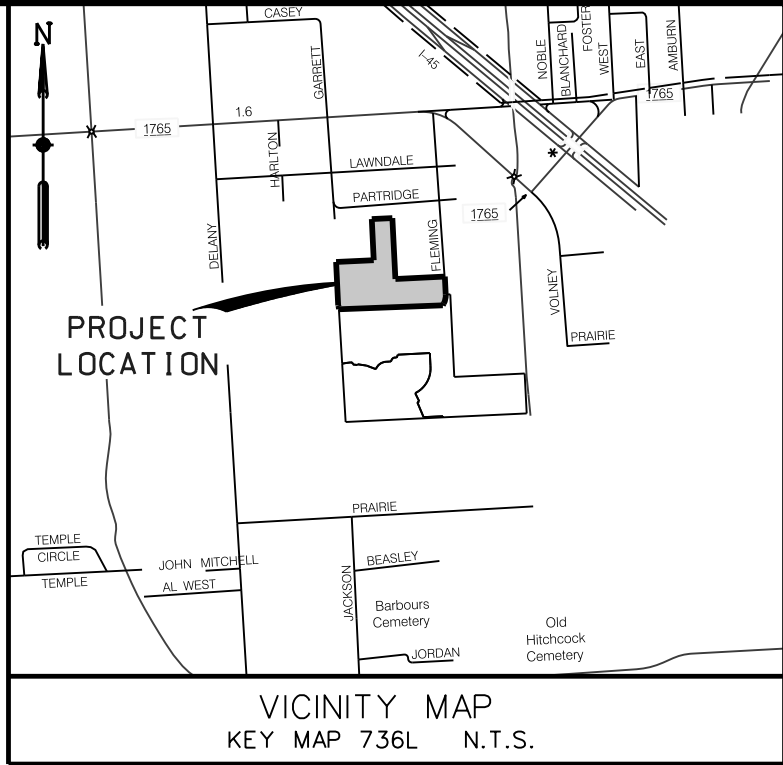
Based on our review, we have no objections to the final plat as resubmitted on June 22, 2023. Please provide three (3) sets of mylars and seven (7) prints of the final plat to Kathleen Van Stavern, Director of Development Services, 4916 Texas Ave., Suite C, La Marque, TX 77568, by no later than October 16, 2023, for consideration at the October 24, 2023 Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, F.E.
TBPE Firm No. 16423

Cc: Permits
File: 18100-2-110



STATE OF TEXAS
COUNTY OF GALVESTON

WE, M/I HOMES OF HOUSTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNERS OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP OF AMBROSE SECTION THREE, DO HEREBY MAKE SUBDIVISION ON SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS AMBROSE SECTION THREE, IN THE STEPHEN F. AUSTIN LEAGUE NO. 4, A-2 IN GALVESTON COUNTY, TEXAS; AND DEDICATE THE STREETS, AND EASEMENTS SHOWN THEREON FOREVER.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENT, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING PLAT OF AMBROSE SECTION THREE WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING PLAT AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

THIS IS TO CERTIFY THAT WE, M/I HOMES OF HOUSTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF LA MARQUE IN GALVESTON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, M/I HOMES OF HOUSTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRANNON BOOZER, VICE PRESIDENT OF LAND AND BY KEVIN FREEMAN, DIVISION CONTROLLER, THIS _____, DAY OF _____, 2023.

M/I HOMES OF HOUSTON, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: BRANNON BOOZER
VICE PRESIDENT OF LAND

BY: KEVIN FREEMAN
VICE PRESIDENT OF FINANCE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRANNON BOOZER, VICE PRESIDENT OF LAND AND KEVIN FREEMAN, VICE PRESIDENT OF FINANCE OF A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THEIR NAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES: _____

I, MARK D. ARMSTRONG, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

MARK D. ARMSTRONG
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5363

WE HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF AMBROSE SECTION THREE, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LA MARQUE, TEXAS, ON THE _____ DAY OF _____, A. D., 202_, AND BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ON THE _____ DAY OF _____, A. D., 202_.

ALAN WATERS
CHAIRMAN, PLANNING AND ZONING COMMISSION

KEITH BELL
MAYOR OF THE CITY OF LA MARQUE, TEXAS

I, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 202_, AT _____ O'CLOCK, ____ M., AND DULY RECORDED ON _____, 202_, AT _____ O'CLOCK, ____ M. IN INSTRUMENT NUMBER _____, GALVESTON COUNTY RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN, COUNTY CLERK,
GALVESTON COUNTY, TEXAS

BY: _____
DEPUTY

FIELD NOTES FOR 19.89 ACRES

Being a 19.89 acre tract of land located in the Stephen F. Austin League No. 4, A-2, in Galveston County, Texas; said 19.89 acre tract being a portion of a call 87.05 acre tract of land recorded in the name of M/I Homes of Houston, LLC, in Clerk's File Number 2020049570 of the Official Public Records of Real Property of Galveston County (O.P.R.R.P.G.C.), Texas; said 19.89 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, South Central Zone and referenced to the most easterly line of said 87.05 acre tract):

Beginning at a 5/8-Inch Iron rod found at the most northerly northeast corner of said 87.05 acre tract of land and the northwest corner of a call 5.231 acre tract of land recorded in Clerk's File Number 2014062299 of the O.P.R.R.P.G.C., same being on the south line of Mainland Homesteads, a subdivision recorded in Volume 254-A, Page 50 of the Galveston County Deed Records (G.C.D.R.);

- Thence, with the common line of said 87.05 acre tract and said 5.231 acre tract, South 02 degrees 43 minutes 36 seconds East, a distance of 334.33 feet to the southwest corner of said 5.231 acre tract and the northwest corner of a call 6.94 acre tract of land recorded in Clerk's File Number 2018060914 of the O.P.R.R.P.G.C.;
- Thence, with the common line of said 87.05 acre tract and said 6.94 acre tract, South 02 degrees 56 minutes 32 seconds East, a distance of 466.27 feet to the southwest corner of said 6.94 acre tract;
- Thence, continuing with the common line of said 87.05 acre tract and said 6.94 acre tract, North 87 degrees 09 minutes 42 seconds East, a distance of 650.00 feet to the southeast corner of said 6.94 acre tract, same being on the west Right-of-Way (R.O.W.) line of Fleming Street (60-foot wide) as recorded in Clerk's File Numbers 8309485 and 8319629 of the O.P.R.R.P.G.C.;
- Thence, with said west R.O.W. line, South 02 degrees 47 minutes 03 seconds East, a distance of 237.14 feet to the southwest corner of said R.O.W. and the northwest R.O.W. corner of said Fleming Street as recorded with Ambrose Section One, a subdivision recorded in Instrument Number 2022028644 of the Galveston County Records;
- Thence, continuing with the west R.O.W. line of said Fleming Street, the following three (3) courses:
 - South 02 degrees 45 minutes 44 seconds East, a distance of 2.30 feet;
 - 116.10 feet along the arc of a curve to the right, said curve having a central angle of 30 degrees 14 minutes 12 seconds, a radius of 220.00 feet and a chord that bears South 12 degrees 21 minutes 22 seconds West, a distance of 114.76 feet;
 - South 27 degrees 28 minutes 28 seconds West, a distance of 29.94 feet to the northeast corner of Reserve "B" said Ambrose Section One;
- Thence, with the north line of said Reserve "B," South 87 degrees 48 minutes 51 seconds West, a distance of 1,365.09 feet to the northwest corner of said Reserve B, same being on the east line of a call 2.090 acre tract of land recorded in Clerk's File Number 8647700 of the O.P.R.R.P.G.C. and the west line of aforesaid 87.05 acre tract;
- Thence, with the east line of said 2.090 acre tract and the west line of said 87.05 acre tract, North 03 degrees 24 minutes 39 seconds West, a distance of 30.27 feet to the northeast corner of said 2.090 acre tract and an interior corner of a call 80.00 acre tract of land recorded in Clerk's File Number 2017076084 of the O.P.R.R.P.G.C.;
- Thence, with the common line of said 87.05 acre tract and said 80.00 acre tract, North 22 degrees 03 minutes 57 seconds West, a distance of 21.51 feet to the northeast corner of said 80.00 acre tract and southeast corner of a call 5 acre tract recorded in Clerk's File Number 2000004069 of the O.P.R.R.P.G.C.;
- Thence, with the common line of said 87.05 acre tract and said 5 acre tract and with the east line of a call 10 acre tract of land recorded in Volume 2925, Page 230 of the G.C.D.R., North 02 degrees 44 minutes 12 seconds West, a distance of 571.73 feet;
- Thence, through said 87.05 acre tract, North 87 degrees 18 minutes 28 seconds East, at a distance of 60.00 feet passing the southwest corner of a call 5.40 acre Drill Site recorded in Clerk's File Number 8603586 of the O.P.R.R.P.G.C., in all, a total distance of 495.00 feet to the southeast corner of said Drill Site;
- Thence, with the east line of said Drill Site, North 02 degrees 44 minutes 12 seconds West, a distance of 540.74 feet to the northeast corner of said Drill Site, same being on the common line of said 87.05 acre tract and aforesaid Mainland Homesteads Subdivision;
- Thence, with said common line, North 87 degrees 18 minutes 28 seconds East, a distance of 270.63 feet to the **Point of Beginning** and containing 19.89 acres of land.

OWNER:

M/I HOMES OF
HOUSTON, LLC
10720 West Sam Houston Pkwy N #100,
Houston, TX 77064
Tel: (281) 223-1602

PLANNER:



7GEN PLANNING
Planning and Landscape Architecture
2107 Citywest Blvd., 3rd Floor
Houston, Texas 77042
(713) 343-0394 (713) 783-3580, Fax

FINAL PLAT
AMBROSE
SECTION THREE
A SUBDIVISION OF 19.89 ACRES

LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO.4, A-2
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS

88 LOTS 2 BLOCKS 2 RESERVES

MAY, 2023

ENGINEER / SURVEYOR:

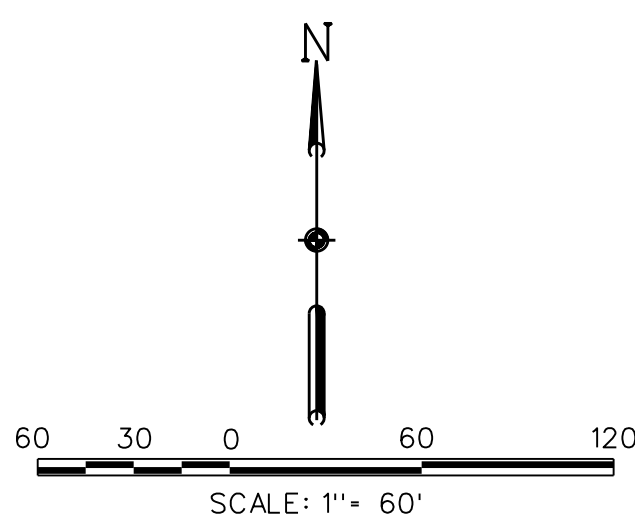


COSTELLO, INC.
2107 CITYWEST BLVD., 3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

M&B NO. 110221

JOB NO. NEW/DELANY/AMBROSE PLATS/2020209-203-DS-121-21A SEC 3

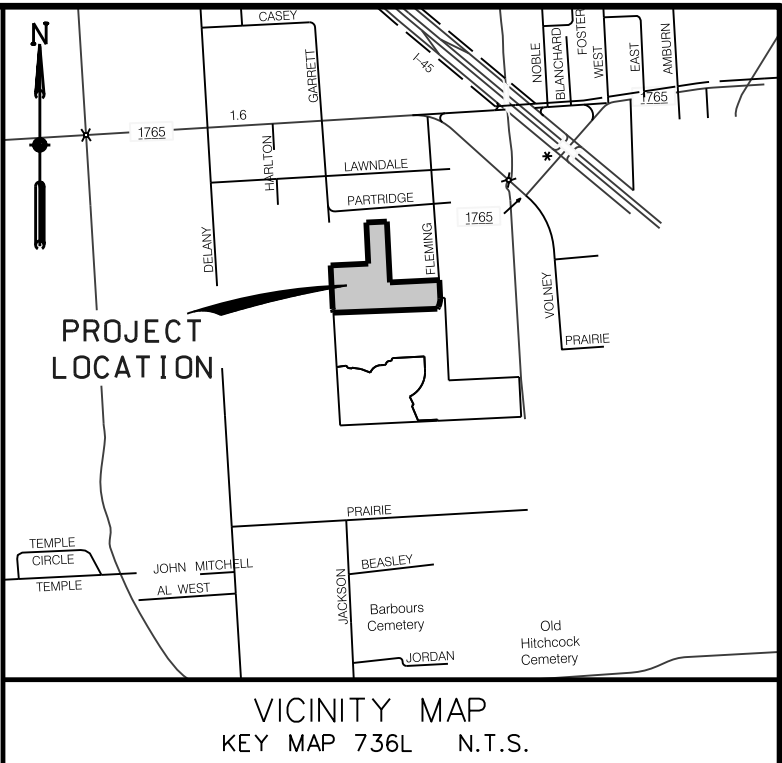
SHEET 1 OF 3



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- FOUND 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ① INDICATES BLOCK NUMBER
- A INDICATES RESERVE
- ✂ STREET NAME BREAK

ABBREVIATION LEGEND	
A.E.	AERIAL EASEMENT
B.L.	BUILDING LINE
C.F. NO.	CLERK'S FILE NO.
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
ESMT.	EASEMENT
R.D.W.	RIGHT-OF-WAY
D.E.	DRAINAGE EASEMENT
HL & P	HOUSTON LIGHTING AND POWER
G.C.M.R.	GALVESTON COUNTY MAP RECORD
O.R.R.P.G.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
VOL. + PG.	VOLUME, PAGE
I.R.	IRON ROD
FND.	FOUND



NOTES:

- ALL NON-PERIMETER EASEMENTS ON PROPERTY LINES ARE CENTERED UNLESS OTHERWISE NOTED.
- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATES SYSTEM OF 1983, SOUTH CENTRAL ZONE.
- UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF SUBDIVISION ORDINANCE NO. 139, CITY OF LA MARQUE, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
- ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITH THE INCORPORATED BOUNDARIES OF THE CITY OF LA MARQUE, TEXAS.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR GALVESTON, TEXAS, MAP NUMBER 48167C088G, EFFECTIVE DATE OF AUGUST 15, 2019, THIS PROPERTY IS LOCATED IN SHADED ZONE "X".
- SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER UNLESS FRONTING LOTS. THIS WILL BE COMPLETED BY THE HOMEOWNERS.
- ALL RESERVES, INCLUDING LANDSCAPING SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THIS PLAT IS LOCATED WITHIN GALVESTON COUNTY MUD No. 68.
- THIS PLAT IS SUBJECT TO THE REQUIREMENTS OF THE AMBROSE PLANNED DEVELOPMENT DISTRICT (0-2020-005).
- A STATEMENT OF EXPRESS DEDICATION OF ALL STREETS, EASEMENTS, ALLEYS, PARKS, PLAYGROUNDS, PUBLIC PLACES, AND OTHER RIGHTS-OF-WAY WITHIN OR OUTSIDE THE SUBDIVISION NECESSARY TO SATISFY THE REQUIREMENTS OF THIS ARTICLE TO THE PUBLIC USE FOREVER SHALL BE EXECUTED BY ALL PERSONS OWNING AN INTEREST IN THE PROPERTY SUBDIVIDED, RESUBDIVIDED OR PLATTED AND SHALL BE ACKNOWLEDGED IN THE MANNER PRESCRIBED BY THE LAWS OF THE STATE OF TEXAS FOR CONVEYANCE OF REAL PROPERTY. LIEN HOLDERS MUST EXECUTE A SUBORDINATION AGREEMENT SUBORDINATING THEIR LIENS TO ALL PUBLIC STREETS, ALLEYS, PARKS, SCHOOL SITES, AND OTHER PUBLIC AREAS SHOWN ON THE PLAT OF SUCH SUBDIVISION OR RESUBDIVISION AS BEING SET ASIDE FOR PUBLIC USE AND PURPOSE.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.

10 ACRES
JEROME GEORGE KALUZA
AND WIFE
AUDREY KALUZA
VOL. 2925, PG. 230
G.C.D.R.

REMAINDER
87.05 ACRES
M/I HOMES OF
HOUSTON, LLC
C.F. NO. 2020049570
O.P.R.R.P.G.C.

5.231 ACRES
ALFREDO RODRIGUEZ
AND WIFE
KARLA RODRIGUEZ
C.F. NO. 2014062299
O.P.R.R.P.G.C.

6.94 ACRES
NORBERTO OCHOA
C.F. NO. 2018069914
O.P.R.R.P.G.C.

SHEET 2
SHEET 3

SHEET 2
SHEET 3

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	16.10	220.00	30° 14' 12"	S12° 21' 22" W	114.76
C2	64.11	300.00	12° 14' 40"	N80° 58' 02" E	63.99
C3	67.92	300.00	12° 58' 17"	N81° 19' 50" E	67.77
C4	79.17	50.00	90° 43' 8"	N41° 56' 55" E	71.15
C5	77.47	50.00	88° 46' 22"	N47° 47' 50" W	69.95
C6	38.73	25.00	88° 46' 22"	N47° 47' 50" W	34.97
C7	39.58	25.00	90° 43' 8"	N41° 56' 55" E	35.58
C8	143.52	50.00	164° 27' 31"	S41° 56' 55" W	99.08
C9	16.09	25.00	36° 52' 12"	S74° 15' 26" E	15.81
C10	16.09	25.00	36° 52' 12"	S21° 50' 45" E	15.81
C11	141.79	50.00	162° 28' 42"	S47° 46' 49" E	98.83
C12	16.09	25.00	36° 52' 12"	N15° 01' 27" E	15.81
C13	16.07	25.00	36° 50' 8"	N69° 23' 54" E	15.80
C14	39.61	25.00	90° 46' 27"	N42° 25' 45" E	35.59
C15	38.93	25.00	89° 13' 33"	N47° 34' 15" W	35.12
C16	39.39	25.00	90° 15' 57"	N42° 10' 30" E	35.44
C17	39.15	25.00	89° 44' 3"	S47° 49' 30" E	35.27
C18	218.63	50.00	250° 31' 44"	S51° 46' 39" W	81.65
C19	30.77	25.00	70° 31' 44"	S38° 13' 21" E	28.87
C20	39.21	25.00	89° 52' 25"	N42° 09' 09" E	35.32
C21	39.33	25.00	90° 7' 35"	S47° 50' 51" E	35.39

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	S02° 45' 44" E	2.30
L2	S27° 28' 28" W	29.94
L3	N03° 24' 39" W	30.27
L4	N22° 03' 57" W	21.51
L5	S87° 18' 29" W	25.00
L6	S48° 03' 05" E	6.93
L7	N42° 13' 21" E	5.95
L8	S45° 15' 30" W	34.33

RESERVE TABLE

RESERVE "A"	LANDSCAPE / OPEN SPACE / UTILITIES	3.26 AC. / 141,884 SF.
RESERVE "B"	LANDSCAPE / OPEN SPACE / UTILITIES	0.07 AC. / 3,251 SF.
TOTAL :		3.33 AC. / 145,135 SF.

FINAL PLAT
AMBROSE
SECTION THREE
A SUBDIVISION OF 19.89 ACRES

LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO.4, A-2
CITY OF LA MARQUE
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88 LOTS 2 BLOCKS 2 RESERVES

MAY, 2023

ENGINEER / SURVEYOR:



COSTELLO, INC.
2107 CITYWEST BLVD., 3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

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M/I HOMES OF
HOUSTON, LLC

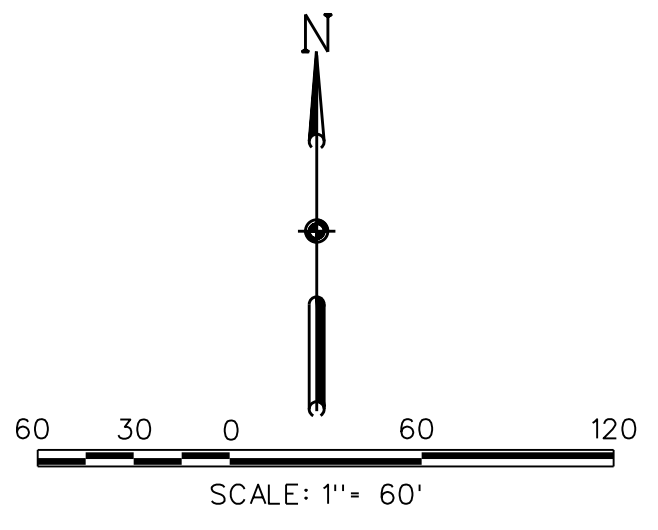
10720 West Sam Houston Pkwy N #100,
Houston, TX 77064

Tel: (281) 223-1602

PLANNER:



7GEN PLANNING
Planning and Landscape Architecture
2107 Citywest Blvd., 3rd Floor
Houston, Texas 77042
(713) 343-0394 (713) 783-3580, Fax



- LEGEND**
- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
 - FOUND 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
 - ① - INDICATES BLOCK NUMBER
 - A - INDICATES RESERVE
 - ✂ - STREET NAME BREAK

LINE DATA TABLE

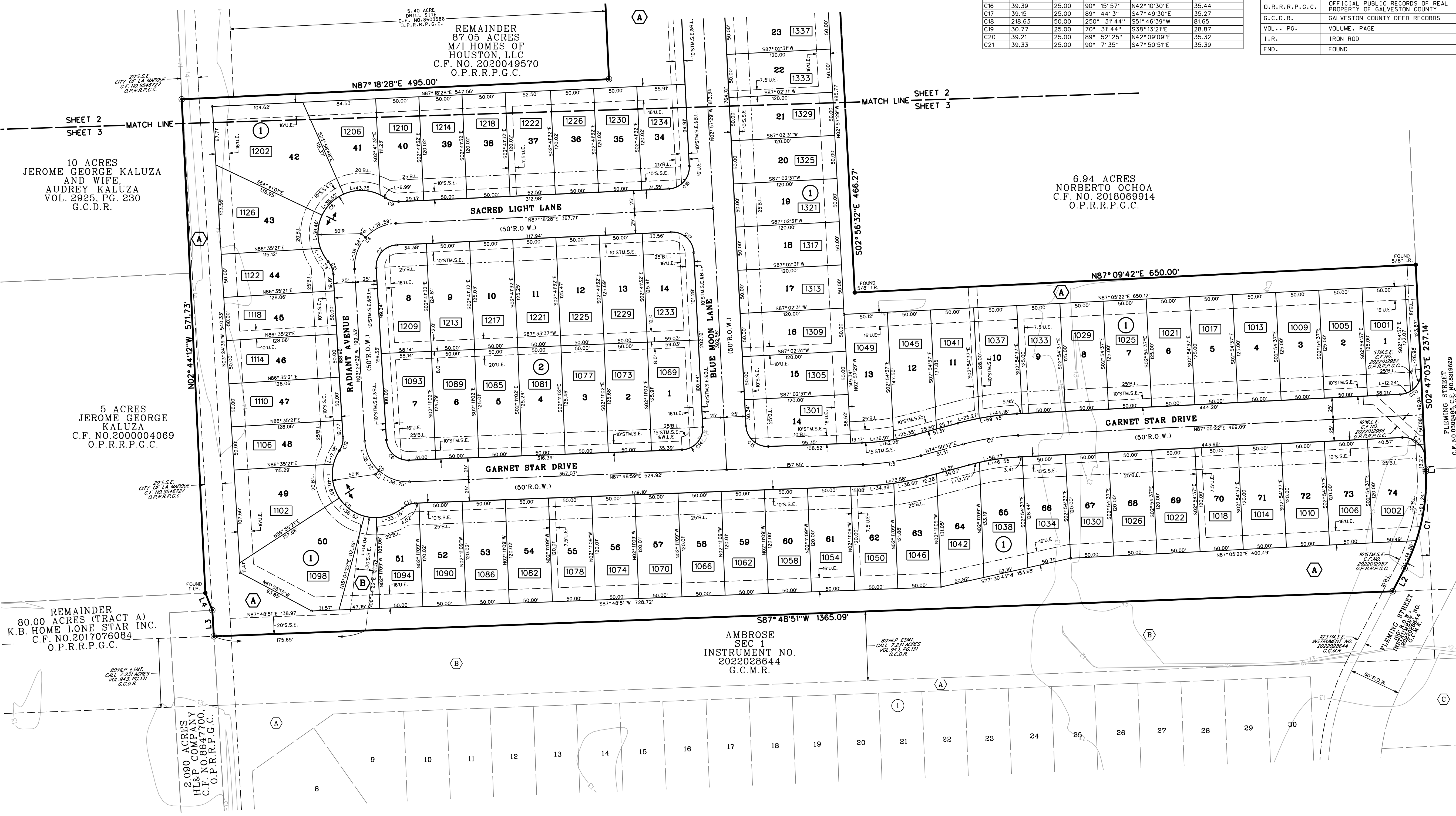
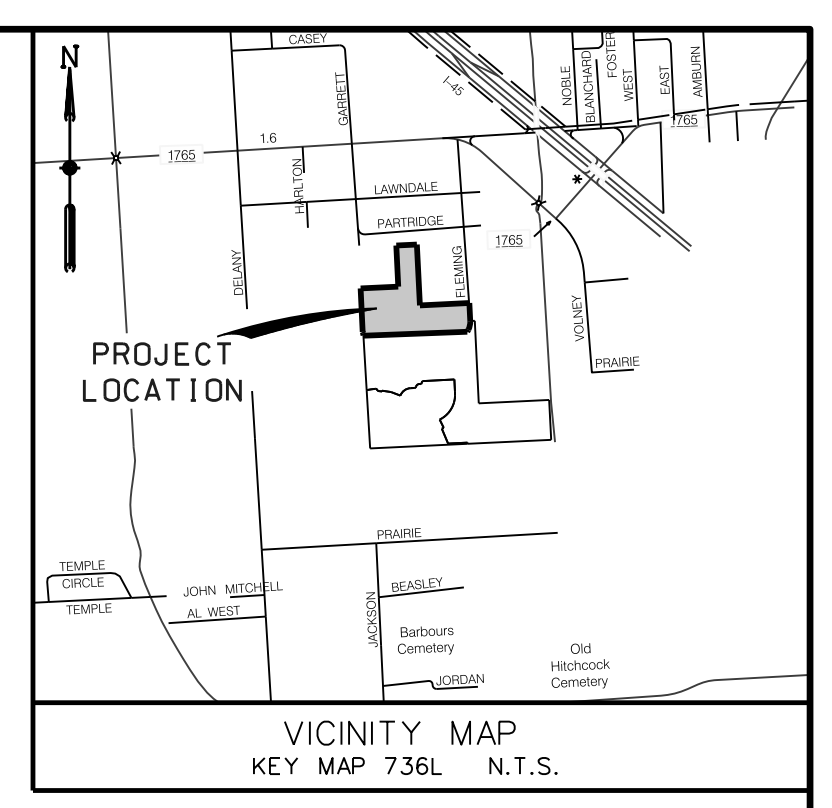
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C12	16.09	25.00	36° 52' 12"	N15°01'27"E	15.81
C13	16.07	25.00	36° 50' 8"	N69°23'54"E	15.80
C14	39.61	25.00	90° 46' 27"	N42°25'45"E	35.59
C15	38.93	25.00	89° 13' 33"	N47°34'15"W	35.12
C16	39.39	25.00	90° 15' 57"	N42°10'30"E	35.44
C17	39.15	25.00	89° 44' 3"	S47°49'30"E	35.27
C18	218.63	50.00	250° 31' 44"	S51°46'39"W	81.65
C19	30.77	25.00	70° 31' 44"	S38°13'21"E	28.87
C20	39.21	25.00	89° 52' 25"	N42°09'09"E	35.32
C21	39.33	25.00	90° 7' 35"	S47°50'51"E	35.39

ABBREVIATION LEGEND

A.E.	AERIAL EASEMENT
B.L.	BUILDING LINE
C.F. NO.	CLERK'S FILE NO.
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
ESMT.	EASEMENT
R.O.W.	RIGHT-OF-WAY
D.E.	DRAINAGE EASEMENT
HL&P	HOUSTON LIGHTING AND POWER
G.C.M.R.	GALVESTON COUNTY MAP RECORD
O.R.R.R.P.G.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
VOL. PG.	VOLUME, PAGE
I.R.	IRON ROD
FND.	FOUND



0.7576 ACRES (TRACT 2)
JUAN JOSE VENTURA
AND WIFE,
SONIA MABEL VENTURA
C.F. NO. 2019071310
O.P.R.R.P.G.C.

5.00 ACRES (TRACT 1)
JUAN JOSE VENTURA
AND WIFE,
SONIA MABEL VENTURA
C.F. NO. 2019071310
O.P.R.R.P.G.C.

15.640 ACRES (TRACT 1)
JUAN J. VENTURA
AND
SONIA MABEL ALFARO
C.F. NO. 2018006662
O.P.R.R.P.G.C.

FINAL PLAT
AMBROSE
SECTION THREE
A SUBDIVISION OF 19.89 ACRES

LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO.4, A-2
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS

88 LOTS 2 BLOCKS 2 RESERVES

MAY, 2023

ENGINEER / SURVEYOR:



COSTELLO, INC.
2107 CITYWEST BLVD., 3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

OWNER:
M/I HOMES OF
HOUSTON, LLC
10720 West Sam Houston Pkwy N #100,
Houston, TX 77064
Tel: (281) 223-1602

PLANNER:
7gen PLANNING
Planning and Landscape Architecture
2107 Citywest Blvd., 3rd Floor
Houston, Texas 77042
(713) 343-0394 (713) 783-3580, Fax

RESERVE TABLE

RESERVE "A"	LANDSCAPE / OPEN SPACE / UTILITIES	3.26 AC. / 141,884 SF.
RESERVE "B"	LANDSCAPE / OPEN SPACE / UTILITIES	0.07 AC. / 3,251 SF.
TOTAL:		3.33 AC. / 145,135 SF.





*CITY OF LA MARQUE
PLANNING & ZONING COMMISSION
REGULAR MEETING AGENDA*

TUESDAY, OCTOBER 24, 2023

4:00 PM

COUNCIL CHAMBERS

1109-B BAYOU

LA MARQUE, TX 77568

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

TO PARTICIPATE VIA ZOOM:

PUBLIC TOLL-FREE DIAL-IN NUMBER: 1 (346) 248-7799

MEETING ID: 92887385489

<https://zoom.us/j/92887385489>

Alan Waters

Greg Cornett

Bradley Stephenson

Chris Colombo

Graylan Alexander

Chairman

Vice Chairman

Member

Member

Member



**CITY OF LA MARQUE
PLANNING AND ZONING COMMISSION
Regular Meeting
AGENDA
Of
October 24, 2023**

Notice is hereby given that the City of La Marque Planning and Zoning Commission will conduct a Regular Meeting in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via teleconference hosted through (ZOOM) on Tuesday October 24, 2023, beginning at 4:00 p.m., for the purpose of considering and taking action on the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

(4) CITIZEN'S PARTICIPATION

At this time, any person who wishes to speak on Commission-related business, including any item on the agenda, should speak at this time by giving the Chairman your name and the item you wish to speak about. Comments are limited to three (3) minutes. In compliance with Texas Open Meetings Act, the Planning and Zoning Commission 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 Chairperson will call on you in turn.

(5) APPROVAL OF MINUTES:

- a.** Discussion / possible action to approve Meeting Minutes. **Pending**

(6) PUBLIC HEARINGS

Regarding the request for Final Plat approval for Ambrose Section 3, being approximately 19.89-acre tract with 2 reserves of land located in the Stephen F. Austin League No. 4, A-2, in La Marque, Texas, Galveston County, Texas. Galveston County.

(7) OLD BUSINESS

- a. None

(8) NEW BUSINESS

- a. Discussion / possible action regarding approval of a Final Plat for Ambrose Section 3, being approximately 19.89-acre tract with 2 reserve tracts of land located in the Stephen F. Austin League No. 4, A-2, in La Marque, Texas, Galveston County, Texas.

(9) DIRECTORS REPORT

- a. No Report

(10) REQUESTS AND ANNOUNCEMENTS

- a. Requests by Commissioners for items to be placed on future Planning and Zoning agendas and announcements

(11) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas, on or before **October 20, 2023**, before 5:00 p.m.

Kathleen Van Stavern
Development Services Director

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



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: October 24, 2023

Agenda Item:

Discussion / possible action regarding approval of a Final Plat of Ambrose, Section 3, a subdivision of 19.89 acres including 2 reserve tracts located in the Stephen F. Austin League No.4, A-2 City of La Marque, Galveston County TX, South of FM 1765 & East of Delany Rd.

Item Type: Final Plat

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation:

Motion to recommend approval of Final Plat of Ambrose, Section 3, a subdivision of 19.89 acres including 2 reserve tracts located in the Stephen. F. Austin League No.4, A-2 City of La Marque, Galveston, TX South of FM 1765 & East of Delany Rd.

☐

APPROVED

☐

DENIED

Planning & Zoning Commissioner

DATE

Friday, September 29, 2023

Renissa Garza Montalvo
Costello, Inc.
210 City West Blvd., Suite 400
Houston, TX 77042

Re: Ambrose Section 3 Final Plat
Letter of Recommendation to Approve
COLM Project No. PZ2023-016
Adico, LLC Project No. 18100-2-110

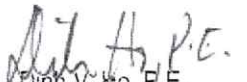
Dear Ms. Montalvo;

On behalf of the City of La Marque, Adico, LLC has reviewed the second submittal for Ambrose Section 3 Final Plat received on or about June 22, 2023.

Based on our review, we have no objections to the final plat as resubmitted on June 22, 2023. Please provide three (3) sets of mylars and seven (7) prints of the final plat to Kathleen Van Stavern, Director of Development Services, 4916 Texas Ave., Suite C, La Marque, TX 77568, by no later than October 16, 2023, for consideration at the October 24, 2023 Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC


Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Permits
File: 18100-2-110



GENERAL INFORMATION

1. Name of the person or persons (last, first, middle initial) who are the subject of this report: _____

2. Address of the person or persons: _____

3. Date of birth: _____

4. Sex: _____

5. Race: _____

6. Height: _____

7. Weight: _____

8. Eyes: _____

9. Hair: _____

10. Skin: _____

11. Other physical characteristics: _____

12. Social Security Number: _____

13. Other identification numbers: _____

14. Other identifying information: _____

15. Date of last contact: _____

16. Date of last sighting: _____

17. Date of last communication: _____

18. Date of last contact with family: _____

19. Date of last contact with friends: _____

20. Date of last contact with associates: _____

21. Date of last contact with the person or persons: _____

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60. Date of last contact with the person or persons: _____

AMHROSE SECTION THREE

A SUMMARY OF THE AMHROSE SECTION THREE REPORTS IS THE FOLLOWING:

1. Name of the person or persons: _____

2. Address of the person or persons: _____

3. Date of birth: _____

4. Sex: _____

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7. Weight: _____

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9. Hair: _____

10. Skin: _____

11. Other physical characteristics: _____

12. Social Security Number: _____

13. Other identification numbers: _____

14. Other identifying information: _____

AMHROSE SECTION THREE

A SUMMARY OF THE AMHROSE SECTION THREE REPORTS IS THE FOLLOWING:

1. Name of the person or persons: _____

2. Address of the person or persons: _____

3. Date of birth: _____

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7. Weight: _____

8. Eyes: _____

9. Hair: _____

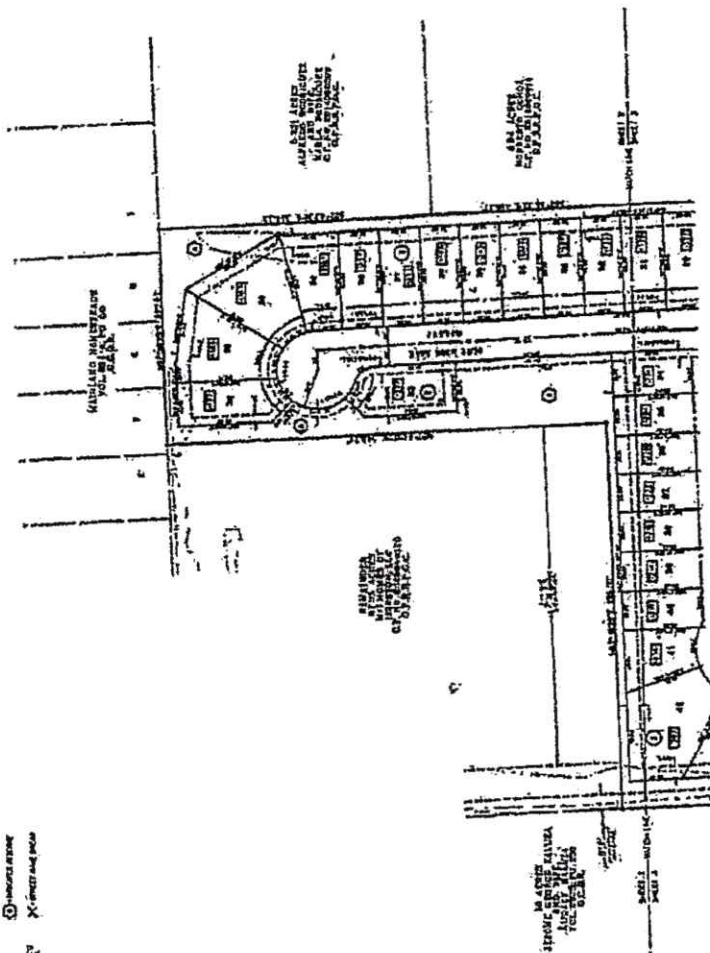
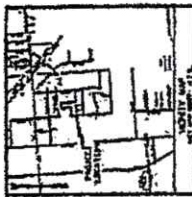
10. Skin: _____

11. Other physical characteristics: _____

12. Social Security Number: _____

13. Other identification numbers: _____

14. Other identifying information: _____

[illegible]

**AMBROSE
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NOTES

Charter Title Company

845 Texas Avenue, Suite 3910, Houston, Texas 77002
(713) 222-6060

CITY PLANNING SEARCH REPORT

May 16, 2023

City of La Marque

We, Charter Title Company duly incorporated and doing business under the laws of the State of Texas, hereby certify that we have made a careful search of the Real Property Records GALVESTON County, Texas, as of May 7, 2023, insofar as they pertain to:

Ambrose Section 3

Being an 19.89 acre tract of land located in the Stephen F. Austin League No. 4, A-2, in Galveston County, Texas; said 19.89 acre tract being a portion of a call 87.05 acre tract of land recorded in the name of M/I Homes of Houston, LLC, in Clerk's File Number 2020049570 of the Official Public Records of Real Property of Galveston County (O.P.R.R.P.G.C.), Texas; said 19.89 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, South Central Zone and referenced to the most easterly line of said 88.05 acre tract):

And find the following:

RECORD TITLE APPEARS TO BE VESTED IN:

M/I HOMES OF HOUSTON, LLC, a Delaware limited liability company.

EASEMENTS AND OTHER ENCUMBRANCES:

Easement and Right of Way Deed recorded December 06, 1995 in County Clerk's File No. 9546727, of the Official Public Records, Galveston County, Texas.

Mineral and/or royalty interest recorded in Volume 607, Page 203 of the Deed Records of Galveston County, Texas.

Mineral and/or royalty interest recorded in Volume 891, Page 363 of the Deed Records of Galveston County, Texas.

Mineral and/or royalty interest recorded in Volume 897, Page 167 of the Deed Records

of Galveston County, Texas.

Mineral and/or royalty interest recorded October 17, 1983 in County Clerk's File No. 8340046 of the Official Public Records of Galveston County, Texas.

Mineral and/or royalty interest recorded September 11, 1985 in County Clerk's File No. 8536539 of the Official Public Records of Galveston County, Texas.

Mineral and/or royalty interest recorded June 27, 2003 in County Clerk's File No. 2003043287 corrected in County Clerk's File Nos. 2004079326 and 2005002950 of the Official Public Records of Galveston County, Texas. Waiver of Surface Rights contained therein.

Mineral and/or royalty interest recorded June 01, 2005 in County Clerk's File No. 2005035885 of the Official Public Records of Galveston County, Texas.

Mineral and/or royalty interest (as to Director's Lot C) recorded January 30, 2006 in County Clerk's File No. 2006005538 of the Official Public Records of Galveston County, Texas.

Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein recorded in County Clerk's File Nos. 2002018711, 2002018712, 2002018713, 2002018714, 2002018715, 2002018716, 2002018717, 2002018718, 2002018719, 2002056284, 2004076371, 2004077756, 2004083581, 2004083582, 2004083583, 2004083584, 2004083585, 2004083586, 2004083587, 2004083588 and 2004083589, of the Official Public records, of Galveston County, Texas.

Declaration of Drillsites and Surface Use Agreement recorded September 11, 1985 in County Clerk's File Nos. 8536534, 8536535, 8536536, 8536537 and 8536538 of the Official Public Records of Galveston County, Texas.

Declaration of Drillsite and Surface Use Agreement by and between Cities Service Oil and Gas Corporation, a Delaware corporation and Delany Road, Ltd., a Texas limited partnership, as recorded January 27, 1986 in County Clerk's File No. 8603586 of the Official Public Records of Galveston County, Texas.

Waiver of Special Appraisal for the Benefit of Galveston County Municipal Utility District No. 68 recorded December 19, 2007, in County Clerk's File No. 2007079517, of the Official Public Records of Galveston County, Texas.

Strom Sewer Easement granted to Galveston County Municipal Utility District No. 68, as recorded under Galveston County Clerk's File No. 2022012987.

Water Line Easement granted to Galveston County Municipal Utility District No. 68, as recorded under Galveston County Clerk's File No. 2022012988.

RESTRICTIONS:

Recorded under Galveston County Clerk's File No. 2021041934, 2021087487, 2022006120 and 2022076552.

LIENS:

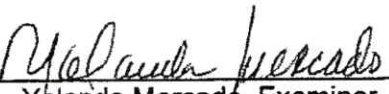
None of Record.

No examination has been made as to Abstract of Judgments, state or federal tax liens, the status of taxes, tax suits, or paving assessments.

This certificate is issued for the use of and shall inure to the benefit of City of La Marque; and liability of Charter Title Company hereunder for mistakes and/or errors in this certificate is limited to the cost of said certificate.

This company does not undertake to give or express any opinion as to the validity of the title to the property above described, nor the validity or effect of the instruments listed, and this certificate is neither a guaranty nor warranty of title.

Prepared by:
Charter Title Company

BY: 
Yolanda Mercado, Examiner

May 16, 2023

Exhibit Page 1 of 3 Pages

County: Galveston
Project: Ambrose Section 3 – Plat Boundary
C.I. No.: 1102-21R
Job Number: 2020-209-203

FIELD NOTES FOR 19.89 ACRES

Being a 19.89 acre tract of land located in the Stephen F. Austin League No. 4, A-2, in Galveston County, Texas; said 19.89 acre tract being a portion of a call 87.05 acre tract of land recorded in the name of M/I Homes of Houston, LLC, in Clerk's File Number 2020049570 of the Official Public Records of Real Property of Galveston County (O.P.R.P.G.C.), Texas; said 19.89 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, South Central Zone and referenced to the most easterly line of said 87.05 acre tract):

Beginning at a 5/8-inch iron rod found at the most northerly northeast corner of said 87.05 acre tract of land and the northwest corner of a call 5.231 acre tract of land recorded in Clerk's File Number 2014062299 of the O.P.R.P.G.C., same being on the south line of Mainland Homesteads, a subdivision recorded in Volume 254-A, Page 50 of the Galveston County Deed Records (G.C.D.R.);

1. Thence, with the common line of said 87.05 acre tract and said 5.231 acre tract, South 02 degrees 43 minutes 36 seconds East, a distance of 334.33 feet to the southwest corner of said 5.231 acre tract and the northwest corner of a call 6.94 acre tract of land recorded in Clerk's File Number 2018069914 of the O.P.R.P.G.C.;
2. Thence, with the common line of said 87.05 acre tract and said 6.94 acre tract, South 02 degrees 56 minutes 32 seconds East, a distance of 466.27 feet to the southwest corner of said 6.94 acre tract;
3. Thence, continuing with the common line of said 87.05 acre tract and said 6.94 acre tract, North 87 degrees 09 minutes 42 seconds East, a distance of 650.00 feet to the southeast corner of said 6.94 acre tract, same being on the west Right-of-Way (R.O.W.) line of Fleming Street (60-feet wide) as recorded in Clerk's File Numbers 8309485 and 8319629 of the O.P.R.P.G.C.;
4. Thence, with said west R.O.W. line, South 02 degrees 47 minutes 03 seconds East, a distance of 237.14 feet to the southwest corner of said R.O.W. and the northwest R.O.W. corner of said Fleming Street as recorded with Ambrose Section One, a subdivision recorded in Instrument Number 2022028644 of the Galveston County Records;

Thence, continuing with the west R.O.W. line of said Fleming Street, the following three (3) courses:

5. South 02 degrees 45 minutes 44 seconds East, a distance of 2.30 feet;
6. 116.10 feet along the arc of a curve to the right, said curve having a central angle of 30 degrees 14 minutes 12 seconds, a radius of 220.00 feet and a chord that bears South 12 degrees 21 minutes 22 seconds West, a distance of 114.76 feet;
7. South 27 degrees 28 minutes 28 seconds West, a distance of 29.94 feet to the northeast corner of Reserve "B" said Ambrose Section One;
8. Thence, with the north line of said Reserve "B," South 87 degrees 48 minutes 51 seconds West, a distance of 1,365.09 feet to the northwest corner of said Reserve B, same being on the east line of a call 2.090 acre tract of land recorded in Clerk's File Number 8647700 of the O.P.R.R.P.G.C. and the west line of aforesaid 87.05 acre tract;
9. Thence, with the east line of said 2.090 acre tract and the west line of said 87.05 acre tract, North 03 degrees 24 minutes 39 seconds West, a distance of 30.27 feet to the northeast corner of said 2.090 acre tract and an interior corner of a call 80.00 acre tract of land recorded in Clerk's File Number 2017076084 of the O.P.R.R.P.G.C.;
10. Thence, with the common line of said 87.05 acre tract and said 80.00 acre tract, North 22 degrees 03 minutes 57 seconds West, a distance of 21.51 feet to the northeast corner of said 80.00 acre tract and southeast corner of a call 5 acre tract recorded in Clerk's File Number 2000004069 of the O.P.R.R.P.G.C.;
11. Thence, with the common line of said 87.05 acre tract and said 5 acre tract and with the east line of a call 10 acre tract of land recorded in Volume 2925, Page 230 of the G.C.D.R., North 02 degrees 44 minutes 12 seconds West, a distance of 571.73 feet;
12. Thence, through said 87.05 acre tract, North 87 degrees 18 minutes 28 seconds East, at a distance of 60.00 feet passing the southwest corner of a call 5.40 acre Drill Site recorded in Clerk's File Number 8603586 of the O.P.R.R.P.G.C., in all, a total distance of 495.00 feet to the southeast corner of said Drill Site;
13. Thence, with the east line of said Drill Site, North 02 degrees 44 minutes 12 seconds West, a distance of 540.74 feet to the northeast corner of said Drill Site, same being on the common line of said 87.05 acre tract and aforesaid Mainland Homesteads Subdivision;

Exhibit Page 3 of 3 Pages

14. Thence, with said common line, North 87 degrees 18 minutes 28 seconds East, a distance of 270.63 feet to the Point of Beginning and containing 19.89 acres of land,



BOB LEARED INTERESTS, INC.
11111 KATY FREEWAY #725
HOUSTON, TX 77079-2197
(713) 932-9011

5/24/23

TAX CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES FOR **GALVESTON COUNTY M.U.D. #68**
ON THE FOLLOWING DESCRIBED PROPERTY, UP TO AND INCLUDING
THE YEAR **2022** HAVE BEEN PAID IN FULL.

LOT 116-2
A0002 - Austin, S F Survey

Acres: 21.7700

ASSESSED IN THE NAME OF: **M/I HOMES OF HOUSTON LLC**
ACCOUNT NUMBER: **0100-000-0030** CAD# **000201160002000**
2022 TAX AMOUNT\$ 1,880.93

GF No.

Title Co.

Remarks:

Total amount due thru the month of May, 2023 .00

THIS CERTIFICATE IS ISSUED SUBJECT TO THE FOLLOWING:

1. (If applicable) The above-described property has/is receiving special valuation based on its use, and additional rollback taxes may become due based on the special valuation.
2. Errors and/or omissions by the Appraisal District.

Original
Certificate



Brenda McLaughlin
Tax Assessor - Collector

BOB LEARED INTERESTS, INC.
11111 KATY FREEWAY #725
HOUSTON, TX 77079-2197
(713) 932-9011

5/24/23

TAX CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES FOR **GALVESTON COUNTY M.U.D. #68**
ON THE FOLLOWING DESCRIBED PROPERTY, UP TO AND INCLUDING
THE YEAR **2022** HAVE BEEN PAID IN FULL.

LOT 116-4
A0002 - Austin, S F Survey

Acres: 59.9453

ASSESSED IN THE NAME OF: **M/I HOMES OF HOUSTON LLC**
ACCOUNT NUMBER: **0100-000-0050** CAD# **000201160004000**
2022 TAX AMOUNT\$ 5,179.25

GF No.

Title Co.

Remarks:

Total amount due thru the month of May, 2023 .00

THIS CERTIFICATE IS ISSUED SUBJECT TO THE FOLLOWING:

1. (If applicable) The above-described property has/is receiving special valuation based on its use, and additional rollback taxes may become due based on the special valuation.
2. Errors and/or omissions by the Appraisal District.

Original
Certificate

OW

Brenda McLaughlin
Tax Assessor - Collector

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
772 Moody
Galveston, TX 77550

Issued To:

M/I HOMES OF HOUSTON LLC
10910 W SAM HOUSTON PARKWAY N SUITE 500
HOUSTON, TX 77064-6325

Legal Description

ABST 2 S F AUSTIN SUR NO 4 TR 116-4,
ACRES 59.9453

Parcel Address:

Legal Acres: 59.9453

VC Inc. 304-200

Account Number: 301859

Certificate No: 248645778

Certificate Fee: \$10.00

CHECK NO: 60797

Print Date: 05/31/2023 07:38:00 AM

Paid Date: 05/31/2023

Issue Date: 05/31/2023

Operator ID: LOCKETT_K

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:Certified Owner:

M/I HOMES OF HOUSTON LLC
10910 W SAM HOUSTON PARKWAY N SUITE 500
HOUSTON, TX 77064-6325

2022 Value:	599,450
2022 Levy:	\$14,122.83
2022 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
214 HITCHCOCK ISD
332 CITY OF LA MARQUE
402 DRAIN DIST #2
605 COLL OF THE MAINLAND

Reference (GF) No: N/A

Issued By: *[Signature]*

CHERYL E. JOHNSON, PCC

GALVESTON COUNTY TAX ASSESSOR-COLLECTOR

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

M/I HOMES OF HOUSTON LLC
10910 W SAM HOUSTON PARKWAY N SUITE 500
HOUSTON, TX 77064-6325

Legal Description

ABST 2 PAGE 5 & 8 S F AUSTIN SUR TR
116-2 21.77 ACRES

Parcel Address:

Legal Acres: 21.7700

Account Number: 301857

Certificate No: 248645777

Certificate Fee: \$10.00

CHECK NO. 60707

Print Date: 05/31/2023 07:36:20 AM

Paid Date: 05/31/2023

Issue Date: 05/31/2023

Operator ID: LOCKETT_K

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

M/I HOMES OF HOUSTON LLC
10910 W SAM HOUSTON PARKWAY N SUITE 500
HOUSTON, TX 77064-6325

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
214 HITCHCOCK ISD
332 CITY OF LA MARQUE
402 DRAIN DIST #2
605 COLL OF THE MAINLAND

2022 Value:	217,700
2022 Levy:	\$5,128.93
2022 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Reference (GF) No: N/A

Issued By: *[Signature]*

CHERYL E. JOHNSON, PCC

GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: October 24, 2023

Agenda Item:

Discussion / possible action regarding approval of a Final Plat of Ambrose, Section 3, a subdivision of 19.89 acres including 2 reserve tracts located in the Stephen F. Austin League No.4, A-2 City of La Marque, Galveston County TX, South of FM 1765 & East of Delany Rd.

Item Type: Final Plat

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

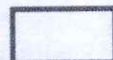
Public comments: None

Recommendation:

Motion to recommend approval of Final Plat of Ambrose, Section 3, a subdivision of 19.89 acres including 2 reserve tracts located in the Stephen. F. Austin League No.4, A-2 City of La Marque, Galveston, TX South of FM 1765 & East of Delany Rd.



APPROVED



DENIED

Planning & Zoning Commissioner

DATE

RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS ACCEPTING THE FINAL PLAT OF AMBROSE SECTION 3

WHEREAS, the owner of property in the City of La Marque, Texas known as Ambrose Section 3 and more accurately described in Exhibit 1, submitted a Final Plat for approval to the City of La Marque, Texas.

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

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

The City Council of La Marque, Texas approves the Final Plat attached as Exhibit 1.

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: November 13, 2023

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 9.V.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Authorizing a 2024FY Purchase Order issued to Adico Engineers, LLC for Engineering Consulting services.

STAFF BRIEFING:

- Adico Engineers is the designated City Engineer and therefore handles various engineering consulting services for Public Works (PW).
- The Purchase Order issued for 2024FY is subdivided into the various Divisions within PW; Streets, Utilities, Parks, and Stormwater.
- Engineering tasks for specific projects are issued a separate purchase order for the submitted Work Order.
- The Agreement does not have a Termination Date but can be terminated by either party with a 30-day notice.

HISTORY:

February 2023 - Issued Purchase Order to Adico Engineers, LLC in the amount of \$50,000

FISCAL IMPACT:

\$50,000 subdivided as follows: Streets (12) = \$7500, Parks (09) = \$2500, Utilities Maintenance (22) - \$15,000; Utilities Operations (\$15,000), Stormwater (27) (\$10,000)

RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING A PURCHASE ORDER TO ADICO, LLC IN THE AMOUNT OF \$50,000

WHEREAS, Adico Engineering is the City's contracted engineering firm handling various consulting services for Public Works Divisions, including streets, utilities, parks, and stormwater.

WHEREAS, The Purchase Order totals \$50,000 to be subdivided as \$7,500 for streets, \$2,500 for parks, \$130,000 for utilities maintenance and operations, and \$10,000 for stormwater.

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

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

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

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

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

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

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



May 10, 2018

Ms. Carol Buttler
City Manager
City of La Marque, Texas
1111 Bayou Road
La Marque, Texas 77568
Email: c.buttler@cityoflamarque.org

Re: CONSULTING CITY ENGINEER AGREEMENT

Dear Ms. Buttler:

We appreciate the opportunity to submit this proposal to provide Professional City Engineering Services to the City of La Marque, Texas. Attached you will find the Short Form Agreement between the Owner and Engineer for Professional Services. This agreement and corresponding fee schedule is based on similar agreement with our other consulting City Engineering services.

Based on our meeting with you and staff, we offer the following services:

The scope of work will include the following:

1. General Consulting Services:
2. Plat Reviews
3. Plan Reviews (Civil Site, Infrastructure and Subdivision Development)
4. Construction Phase Services and Observation

Adico, LLC is pleased to submit this proposal and we appreciate the opportunity to provide these services for you. We will consider your acceptance as our authorization to proceed. Please return one signed copy for our files.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dinh V. Ho, P.E.".

Adico, LLC
TBPE Firm No. 16423

By: Dinh V. Ho, P.E.,
Principal

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 10, 2018 ("Effective Date") between
City of La Marque, Texas ("Owner")
and Adico, LLC – Consulting Engineers ("Engineer")
Engineer agrees to provide the services described below to Owner for As Directed ("Project").
Description of Engineer's Services: General Consultation, Plat and Plan Review, Construction Phase and Observation
Services

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's

responsibilities as a licensed professional;
or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Rates Plus Reimbursable Expenses for General Consulting, Lump Sum Basis for Plat and Plan Review and Construction Phase & Observation Services)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. General Consulting Engineering Services: An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any according to the Engineer's Standard Hourly Rates and Reimbursable Expenses, attached as Appendix "A".

2. Engineering Services for Plat Reviews:

PLAT REVIEW FEES:

PRELIMINARY PLAT \$600 BASE + \$16 PER LOT + \$80/ACRE FOR RESERVES
FINAL PLAT \$600 BASE + \$16 PER LOT + \$80/ACRE FOR RESERVES
ABBREVIATED PLAT (when allowed) SUM OF PRELIMINARY AND FINAL

3. Engineering Services for Plan Reviews for Infrastructure Improvements and Civil Site Work Projects.

CIVIL PLAN REVIEW FEES

Construction Estimate:	Fee Amount
\$0 to \$100,000	\$800.00
\$100,000.01 to \$1,000,000.00	\$800.00 + (\$2.00/\$1,000 over \$100k in value)
\$1,000,000.01 and up	\$2,600.00 + (\$1.20/\$1,000 over \$1,000,000 in value)

4. Construction Phase and Observation Services for Infrastructure Improvements and Civil Site Work Projects

CONSTRUCTION PHASE AND OBSERVATION SERVICES:

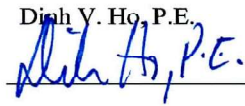
\$800.00 Flat fee for project up to \$100k + \$6.40/\$1,000 over \$100k in value of Construction

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of La Marque, Texas

ENGINEER: Adico, LLC

By: Carol Butler


By: Dinh V. Ho, P.E.


Title: City Manager

Title: President

Date Signed: 05/15/2018

Date Signed: May 5, 2018

License or Certificate No. and State License No. 93895

Adico, LLC – TBPE Firm No. 16423

Address for giving notices:

Carol Buttlar
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Address for giving notices:

Dinh V. Ho, P.E.
Adico, LLC – Consulting Engineers
211 E. Parkwood Ave., Suite 209
Friendswood, TX 77546

EXHIBIT 'A'

**ADICO, LLC
SCHEDULE OF HOURLY RATES**

EFFECTIVE JANUARY 2023

<u>DESCRIPTION / TITLE</u>	<u>HOURLY RATES</u>
Principals/PMs	
Principals, Directors	\$235.00
Sr. Project Managers	\$215.00
Project Managers	\$195.00
Project Coordinator	\$125.00
Engineers/Designers	
Engineer I	\$130.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
Designer	\$110.00
Designer II	\$125.00
Cadd Technicians	\$100.00
Construction Management	
Construction Administrator	\$145.00
Construction Project Representative	\$110.00
Administrative Support	
Clerical/Administrative Staff	\$80.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	\$ 0.25 per Copy (8 ½" x 11")
Xerox Prints	\$4.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

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CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 9.VI.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Authorizing a Purchase Order to Core & Main LP for Pipeline Repair Materials in the amount of \$75,000 for 2024 Fiscal Year

STAFF BRIEFING:

- The City issued a Request for Proposals for Pipeline Repair Materials (Water & Sewer Supplies) on September 13, 2023.
- The Public Works Department uses various fittings, and pipeline materials to repair waterlines and sewerlines throughout the year.
- The Bid Form was issued with unit prices for a select group of materials commonly used by the Department.
- Core & Main LP has the lowest cost of the majority of the materials which were included in the bid form, with the exception of a 7 items.
- The Purchase Order allows the Department to order supplies based on the submitted bid but does not enter into a contract with the vendor, thus allowing Department staff to purchase material from other vendors if needed or for economic reasons.
- The Purchase Order is subdivided into two categories - Water Supplies & Sewer Supplies.
- Material purchases in 2023FY exceeded \$80,000

HISTORY:

January 2023 - Purchase Order issued to Core & Main LP in the amount of \$55,000

FISCAL IMPACT:

\$75,000 - subdivided as follows: Approximately \$60,000 Water Supplies; \$15,000 Sewer Supplies

RESOLUTION NO. 2023-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AWARDING A BID FOR PIPELINE REPAIR MATERIALS IN THE AMOUNT OF \$75,000**

WHEREAS, on or about September 13, 2023, The City of La Marque authorized the publication of a bid for Pipeline Repair materials; and

WHEREAS, on October 11, 2023, 5 proposals were received, reviewed, and analyzed by the City of La Marque; and

WHEREAS, upon full review and consideration of the proposal submission, the review panel recommended awarding the bid to Core & Main LP in the amount of \$75,000

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Having been reviewed by the City Council of the City of La Marque and in the best interests of the City of La Marque and its citizens, are hereby in all things awarded.

Section 3. The City Manager is hereby authorized to execute an Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the _____ day of _____ 2023.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra Nance, City Clerk
City of La Marque, Texas

SECTION I - REPAIR CLAMPS

AND TAPPING SADDLES (16 Fortiline Coburns Ferguson C&M items)

Part A - Transition Coupling, Model 3501 or approved equal*

Size	\$91.82	\$109.93	\$106.96	\$103.61
¾ "x 4 ½"	\$15.24	\$23.96	\$24.12	\$22.58
1" x 5"	\$19.00	\$24.79	\$23.31	\$23.37
2" x 5"	\$39.71	\$41.74	\$40.62	\$39.35
6" x 6"	\$91.82	\$109.93	\$106.96	\$103.61

Part B - Full Circle Repair Band, Smith Blair 261 (or similar)

Size	\$927.05	\$486.97	\$473.90	\$458.95
2" x 7 ½" (2.35-2.63)	\$108.56	\$57.92	\$56.36	\$54.59
4" x 12 ½" (4.74-5.14)	\$226.46	\$113.93	\$110.95	\$107.38
6" x 12 ½" (7.27-7.62)	\$272.69	\$152.16	\$148.04	\$143.40
8" x 12" (9.27-9.67)	\$319.34	\$162.96	\$158.55	\$153.58

Part C - Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size	\$198.75	\$235.25	\$164.54	\$159.39
4" x ¾"	\$37.53	\$44.50	\$30.93	\$29.96
6" x 1"	\$43.68	\$51.75	\$35.82	\$34.70
8" x 1"	\$52.02	\$61.50	\$43.20	\$41.85
12" x 1"	\$65.52	\$77.50	\$54.59	\$52.88

Part D - Single Bolt Coupler

Size	\$1,607.32	\$1,518.03	\$1,438.12	\$1,186.07
4" - 4.46-5.60	\$245.93	\$232.27	\$220.04	\$168.46
6" - 6.54-7.65	\$325.69	\$307.60	\$291.41	\$260.91
8" - 8.54-9.85	\$367.72	\$347.29	\$329.01	\$290.62
12" - 12.75-14.40	\$667.98	\$630.87	\$597.66	\$466.08

SECTION II - BRASS FITTINGS - Lead-Free (38 items)

Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	\$101.27	\$96.25	\$100.01	\$90.11
¾" Compression (CC)	\$40.30	\$38.25	\$39.77	\$35.87
1" Compression (CC)	\$60.97	\$58.00	\$60.24	\$54.24

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description	\$229.34	\$237.00	\$301.82	\$222.09
¾" Comp X Meter Connector	\$55.54	\$52.75	\$84.78	\$49.40
1" Comp x Meter Connector	\$102.18	\$97.00	\$125.34	\$90.95
1" Comp x ¾" Meter Connector	\$71.62	\$87.25	\$91.70	\$81.74

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description	\$207.64	\$197.50	\$255.50	\$184.80
¾" Comp x Comp	\$22.49	\$21.50	\$22.22	\$20.03
¾" Comp x Comp ball valve	\$53.08	\$50.50	\$84.04	\$47.23
1" Comp x Comp	\$25.74	\$24.50	\$24.24	\$22.91
1" Comp x Comp ball valve	\$106.33	\$101.00	\$125.00	\$94.63

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description	\$17.78	\$29.25	\$28.77	\$10.53
¾"	\$6.73	\$11.50	\$11.39	\$4.85
1"	\$11.05	\$17.75	\$17.38	\$5.68

Part E - "U" Branch Connections (with ¾" LW meter stops assembled 7 ½" center)

Size & Description				
1" x ¾" x ¾"	\$154.54	\$165.08	\$295.79	\$154.77

Part F - Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description	\$375.10	\$358.33	\$358.33	\$335.93
5/8" x 3/4" x 12"	\$124.15	\$125.07	\$125.07	\$117.25
1" x 12"	\$250.95	\$233.26	\$233.26	\$218.68

Part G - Standard Lead-Free Brass

Size / Nipples	\$98.64	\$90.38	\$92.83	\$70.38
3/4" x close	\$2.38	\$2.04	\$2.24	\$1.59
3/4" x 2"	\$2.99	\$2.57	\$2.82	\$2.00
1" x close	\$3.49	\$3.01	\$3.29	\$2.35
1" x 6"	\$10.94	\$9.56	\$10.29	\$7.45
2" x close	\$10.28	\$8.98	\$9.67	\$7.00
2" x 6"	\$23.08	\$21.62	\$21.72	\$16.83
2" x 12"	\$45.48	\$42.60	\$42.80	\$33.16

Part G - Standard Lead-Free Brass (Cont.)

Bushing	\$30.88	\$28.03	\$29.91	\$25.08
2" x 3/4"	\$13.68	\$12.42	\$13.25	\$11.11
1" x 3/4"	\$3.52	\$3.19	\$3.41	\$2.86
2" x 1"	\$13.68	\$12.42	\$13.25	\$11.11

Reducers	\$57.06	\$55.47	\$55.21	\$44.70
2" x 3/4"	\$25.25	\$21.81	\$24.44	\$19.49
1" x 3/4"	\$7.05	\$6.39	\$6.81	\$5.72
2" x 1"	\$24.76	\$27.27	\$23.96	\$19.49

Tees	\$44.92	\$40.75	\$43.47	\$36.43
3/4"	\$5.35	\$4.86	\$5.18	\$4.35
1"	\$9.51	\$8.62	\$9.20	\$7.71
2"	\$30.06	\$27.27	\$29.09	\$24.37

Couplings	\$24.06	\$21.83	\$23.29	\$19.51
1"	\$5.35	\$4.86	\$5.18	\$4.35
2"	\$18.71	\$16.97	\$18.11	\$15.16

Plugs	\$5.90	\$7.00	\$9.48	\$4.80
¾"	\$2.55	\$3.04	\$3.53	\$2.07
1"	\$3.35	\$3.96	\$5.95	\$2.73

Bends	\$39.43	\$35.68	\$38.18	\$31.87
¾" 90 degree	\$4.35	\$3.96	\$4.21	\$3.53
¾" 45 degree	\$4.48	\$3.96	\$4.34	\$3.53
1" 90 degree	\$6.72	\$6.09	\$6.51	\$5.45
2" 45 degree	\$23.88	\$21.67	\$23.12	\$19.36

SECTION III - CAST IRON FITTINGS (20 items)

Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	\$4,861.33	\$5,193.59	\$5,413.84	\$4,874.72
2" MJ	\$374.67	\$395.20	\$410.10	\$379.45
4" MJ	\$586.67	\$624.53	\$637.51	\$600.02
6" MJ	\$738.66	\$797.33	\$856.93	\$745.97
8" MJ	\$1,189.33	\$1,268.80	\$1,364.81	\$1,187.02
12" MJ	\$2,346.67	\$2,502.93	\$2,554.59	\$2,341.71

SECTION III - CAST IRON FITTINGS (Cont.)

Fire Hydrants - EJ, Mueller or American Darling

	\$6,742.50	\$0.00	\$9,132.25	\$8,016.52
3' Bury MJ Connection	\$2,143.48	NO BID	\$2,902.60	\$2,548.10
4' Bury MJ Connection	\$2,247.50	NO BID	\$3,044.18	\$2,672.33
5' Bury MJ Connection	\$2,351.52	NO BID	\$3,185.47	\$2,796.09

Tees / 45 / 90	\$1,655.45	\$1,563.46	\$1,599.00	\$1,504.99
4" 90	\$68.33	\$64.53	\$66.00	\$62.12
6" Tee	\$160.47	\$151.56	\$155.00	\$145.89
6" 45	\$90.59	\$85.56	\$87.50	\$82.36
6" 90	\$111.81	\$105.60	\$108.00	\$101.65
8" Tee	\$240.19	\$226.84	\$232.00	\$218.36
8" 90	\$161.51	\$152.53	\$156.00	\$146.83
12" Tee	\$478.31	\$451.73	\$462.00	\$434.83
12" 90	\$344.24	\$325.11	\$332.50	\$312.95

MJ Gland & Gasket	\$142.86	\$297.38	\$304.14	\$129.89
4"- PVC	\$23.29	\$45.64	\$46.68	\$21.18
6"- PVC	\$32.09	\$57.14	\$58.44	\$29.18
8" - DIP	\$35.20	\$66.84	\$68.36	\$32.00
12" - DIP	\$52.28	\$127.76	\$130.66	\$47.53

SECTION IV - POLYETHYLENE PIPE (3 items)

Tubing (Cl160)	\$3.23	\$4.00	\$5.26	\$4.74
¾"	\$0.40	\$0.50	\$0.69	\$0.62
1"	\$0.63	\$0.75	\$0.92	\$0.82
2"	\$2.20	\$2.75	\$3.65	\$3.30

SECTION V - CAST IRON CASTINGS (2 items)

Size & Description	\$190.00	\$170.67	\$185.34	\$166.89
Adjustable Valve Boxes "A" sections with lids	\$74.71	\$67.50	\$72.16	\$61.37
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)	\$115.29	\$103.17	\$113.18	\$105.52

SECTION VI - METER BOXES (4 items)

Plastic Meter Boxes and Solid
Lids - 2-inch hole

Size & Description	\$195.62	\$128.00	\$154.38	\$148.06
Single Plastic Boxes & Lids	\$19.12	\$19.50	\$30.64	\$20.58
Single Concrete Boxes & Lids	\$89.98	\$80.00	\$89.98	\$97.47
Solid Lids with 2" hole	\$50.93	\$8.50	\$12.58	\$8.83
Double Plastic Boxes & Lid	\$35.59	\$20.00	\$21.18	\$21.18

SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS (34 items)

PART I - PVC for Water Service

Size & Description		\$156.75	\$101.56	\$95.82
4" C-900 CLASS 150 (LF)	NO BID	\$11.25	\$7.28	\$6.87
6" C-900 PVC CLASS 150	NO BID	\$23.00	\$14.88	\$14.04
8" C-900 PVC CLASS 150	NO BID	\$39.50	\$25.51	\$24.06
12" C-900 PVC CLASS 150	NO BID	\$83.00	\$53.89	\$50.85

PART 2 - PVC for Sewer Service (S/W SCH 40)

Pipe		\$27.25	\$20.96	\$43.76
4" SCH 40	NO BID	\$4.75	\$3.10	\$7.61
6" SCH 40	NO BID	\$8.75	\$5.81	\$14.19
8" SCH 40	NO BID	\$13.75	\$12.05	\$21.96

Fittings (Coupling)	\$385.79	\$462.65	\$473.14	\$326.57
4"	\$5.55	\$5.56	\$5.68	\$5.48
6"	\$22.84	\$17.56	\$17.95	\$22.55
8"	\$43.56	\$32.77	\$33.51	\$23.05
10"	\$76.02	\$85.96	\$87.91	\$67.60
6" X 4"	\$43.45	\$21.96	\$22.45	\$22.46
8" x 6"	\$64.70	\$56.21	\$57.49	\$57.49
10" X 8"	\$129.67	\$242.63	\$248.15	\$127.94

Tees	\$282.44	\$278.96	\$285.31	\$289.11
4" x 4"	\$28.95	\$17.96	\$18.36	\$29.89
8" x 6"	\$102.59	\$140.14	\$143.33	\$100.66
6" x 6"	\$78.68	\$60.43	\$61.81	\$42.49
6" x 4"	\$72.22	\$60.43	\$61.81	\$116.07

PART 2 - PVC for Sewer Service (S/W SCH 40) (Cont.)

Inserta-Tees	\$638.60	\$1,047.28	\$598.14	\$626.30
4P SCH 40 6 SDR26	\$120.54	\$197.68	\$112.90	\$118.22
4P SCH 40 8 SDR26	\$120.54	\$197.68	\$112.90	\$118.22
6P SCH 40 8 SDR26	\$198.76	\$325.96	\$186.17	\$194.93
6P SCH 40 12 SDR26	\$198.76	\$325.96	\$186.17	\$194.93

Bends	\$56.47	\$66.77	\$68.28	\$55.73
4" x 45 degree	\$8.23	\$15.76	\$16.11	\$8.13
6" x 45 degree	\$38.07	\$38.92	\$39.81	\$37.56
4" x 90 degree	\$10.17	\$12.09	\$12.36	\$10.04

Clean Out w/ Plug	\$59.86	\$86.98	\$88.95	\$56.94
4"	\$13.57	\$20.00	\$20.45	\$13.49
6"	\$46.29	\$66.98	\$68.50	\$43.45

Fernco's PVC- PVC	\$33.75	\$31.50	\$30.81	\$30.46
4"	\$5.25	\$4.90	\$4.79	\$4.60
6"	\$11.23	\$10.48	\$10.25	\$10.21
8"	\$17.27	\$16.12	\$15.77	\$15.65

Fernco's VCP - PVC	\$59.68	\$55.70	\$54.48	\$53.32
4"	\$5.25	\$4.90	\$4.79	\$4.77
6"	\$11.23	\$10.48	\$10.25	\$10.21
8"	\$17.27	\$16.12	\$15.77	\$15.65
10"	\$25.93	\$24.20	\$23.67	\$22.69

TOTAL	\$19,967.70	\$13,763.90	\$22,830.10	\$20,027.59
	no bid on pipe	no bid on Hydrants		
	Lowest price for Valves & Hydrants			

Accurate

\$114.25
\$25.75
\$25.75
\$43.40
\$114.25

\$491.05
\$60.25
\$118.45
\$144.25
\$168.10

\$175.90
\$33.05
\$38.30
\$46.20
\$58.35

\$1,101.95
\$151.70
\$190.15
\$241.65
\$518.45

\$96.95
\$38.60
\$58.35

ps

\$267.05
\$81.35
\$97.80
\$87.90

\$267.75
\$21.55
\$80.65
\$45.65
\$119.90

\$26.85
\$10.30
\$16.55

\$147.90

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\$358.95
\$118.80
\$240.15

\$89.50
\$2.05
\$2.55
\$2.95
\$9.45
\$8.90
\$21.40
\$42.20

\$27.75
\$12.30
\$3.15
\$12.30

\$49.55
\$21.60
\$6.35
\$21.60

\$40.30
\$4.80
\$8.55
\$26.95

\$21.60
\$4.80
\$16.80

\$5.30
\$2.30
\$3.00

\$35.25
\$3.90
\$3.90
\$6.00
\$21.45

\$4,863.80
\$374.85
\$586.95
\$739.05
\$1,189.95
\$2,347.85

\$7,285.60
\$2,218.50
\$2,476.25
\$2,590.85

\$1,592.50
\$76.10
\$156.85
\$88.55
\$109.30
\$234.80
\$157.85
\$447.20
\$321.85

\$303.20
\$47.25
\$54.55
\$69.15
\$132.25

\$2.65
\$0.35
\$0.55
\$1.75

\$215.00
\$73.15
\$141.85

\$166.65
\$21.45
\$93.80
\$29.95
\$21.45

\$93.44
\$6.69
\$13.70
\$23.47
\$49.58

\$26.70
\$6.65
\$7.80
\$12.25

\$812.10
\$8.45
\$18.60
\$65.20
\$85.20
\$467.40
\$77.25
\$90.00

\$221.90
\$11.35
\$89.95
\$61.05
\$59.55

\$602.30
\$113.65
\$113.65
\$187.50
\$187.50

\$102.80
\$17.35
\$51.25
\$34.20

\$47.50
\$18.75
\$28.75

\$43.00
\$10.00
\$13.00
\$20.00

\$68.00
\$10.00
\$13.00
\$20.00
\$25.00

\$19,813.74

\$213.85 Less

Purchase

Single Bolt

Clamps

**TERMS AND CONDITIONS
LM #24-03
WATER AND SEWER SUPPLIES**

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:

- A. It is received after the advertised closing date and time for receipt of bids.
 - B. It is submitted on a bid proposal form other than that provided by the city; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - C. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address, and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise, and the use tax act. The contractor performing this contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city; payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **November 1, 2023**. The city must obtain prices early in order to prepare for the upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year

term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., § 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1500 Municipal Street, La Marque, Texas 77568, or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept prices increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

SUBMIT TO: <http://bidsubmit.cityoflamarque.org>

DECREASES: If a vendor does take advantage of this “price revision clause”, the City will expect any decreases in cost from the bidder’s source of supply during the term of the contract to lower the City’s price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

**SPECIFICATIONS
LM #24-03
WATER AND SEWER SUPPLIES**

A. Brass Fittings

1. General Conditions

- A. This lot of brass fittings will be used on underground installations of service lines and small mains in the water distributions system.
- B. Fittings are to be of compression type.
- C. They will be used with Type "K" soft annealed copper, polyethylene, or polybutylene tubing.

2. Design

- A. The general patent for each fitting shall conform to that of standard brass fittings as made by Mueller Company or an approved equal.
- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain watertight and reasonably easy to operate after repeated use over a number of years.
- C. All external threads shall conform to AWWA Standard Specification C-800-55.
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.

3. Materials

- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations.
- B. All bidders will be required to submit a certification letter with their bid on the percentage levels of metals with the chemical characteristics making up the Brass Materials
- C. Marking: Each fitting shall have the manufacturer's name or trademark plainly stamped into or cast on the body.

B. Polyethylene Pressure Pipe (PE)

1. Polyethylene pipe and tubing, hereafter called "PE Pipe" or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet standard brass waterworks compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating in PSI for water at 73.4°F (160 PSI).
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

**PROPOSAL
LM #24-03
WATER AND SEWER SUPPLIES**

SECTION I - REPAIR CLAMPS AND TAPPING SADDLES (16 items)

Part A - Transition Coupling, Model 3501 or approved equal*

Size	Part Number	Unit Price	Manufacturer
¾ "x 4 ½"	411-010501-003	22.58	Smith Blair
1" x 5"	411-013201-003	23.37	Smith Blair
2" x 5"	441-0263-900	39.35	Smith Blair
6" x 6"	441-0722-900	103.61	Smith Blair

Part B - Full Circle Repair Band, Smith Blair 261 (or similar)

Size	Part Number	Unit Price	Manufacturer
2" x 7 ½" (2.35-2.63)	261-023807-000	54.59	Smith Blair
4" x 12 ½" (4.74-5.14)	261-048012-000	107.38	Smith Blair
6" x 12 ½" (7.27-7.62)	261-072012-000	143.40	Smith Blair
8" x 12" (9.27-9.67)	261-094012-000	153.58	Smith Blair

Part C - Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size	Part Number	Unit Price	Manufacturer
4" x ¾"	315-048007-000	29.96	Smith Blair
6" x 1"	315-069009-000	34.70	Smith Blair
8" x 1"	315-101009-000	41.85	Smith Blair
12" x 1"	315-143209-000	52.88	Smith Blair

Part D - Single Bolt Coupler

Size	Part Number	Unit Price	Manufacturer
4" - 4.46-5.60	421-04460560-031	168.46	Smith Blair
6" - 6.54-7.65	421-06560760-031	260.91	Smith Blair
8" - 8.54-9.85	421-08540985-031	290.62	Smith Blair
12" - 12.75-14.40	421-12621440-031	466.08	Smith Blair

SECTION II - BRASS FITTINGS - Lead-Free (38 items)

Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
¾" Compression (CC)	F1000-3-NL	35.87	Ford Meter Box
1" Compression (CC)	F1000-4-NL	54.24	Ford Meter Box

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description			
¾" Comp X Meter Connector	B43-232W-NL	49.40	Ford Meter Box
1" Comp x Meter Connector	B43-344W-NL	90.95	Ford Meter Box
1" Comp x ¾" Meter Connector	B43-342W-NL	81.74	Ford Meter Box

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description			
¾" Comp x Comp	C44-33-NL	20.03	Ford Meter Box
¾" Comp x Comp ball valve	B44-233W-NL	47.23	Ford Meter Box
1" Comp x Comp	C44-44-NL	22.91	Ford Meter Box
1" Comp x Comp ball valve	B44-344W-NL	94.63	Ford Meter Box

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description			
¾"	200-225-00220	4.85	Brecco/Matco
1"	200-225-00240	5.68	Brecco/Matco

Part E - "U" Branch Connections (with ¾" LW meter stops assembled 7 ½" center)

Size & Description			
1" x ¾" x ¾"	UVBS43-42W-NL	154.77	Ford Meter Box

Part F- Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description			
5/8" x 3/4" x 12"	V42-12W-NL	117.25	Ford Meter Box
1" x 12"	V44-12W-NL	218.68	Ford Meter Box

Part G - Standard Lead-Free Brass

Size / Nipples	Part Number	Unit Price	Manufacturer
¾" x close	550-200-00580	1.59	Brecco/Matco
¾" x 2"	550-200-00600	2.00	Brecco/Matco
1" x close	550-200-00740	2.35	Brecco/Matco
1" x 6"	550-200-00830	7.45	Brecco/Matco
2" x close	550-200-01160	7.00	Brecco/Matco
2" x 6"	550-200-01240	16.83	Brecco/Matco
2" x 12"	550-200-01290	33.16	Brecco/Matco

Part G - Standard Lead-Free Brass (Cont.)

Bushing	Part Number	Unit Price	Manufacturer
2" x ¾"	400-100-01235	11.11	Brecco/Matco
1" x ¾"	400-100-01224	2.86	Brecco/Matco
2" x 1"	400-100-01236	11.11	Brecco/Matco

Reducers			
2" x ¾"	400-100-01148	19.49	Brecco/Matco
1" x ¾"	400-100-01139	5.72	Brecco/Matco
2" x 1"	400-100-01149	19.49	Brecco/Matco

Tees			
¾"	400-100-01071	4.35	Brecco/Matco
1"	400-100-01072	7.71	Brecco/Matco
2"	400-100-01072	24.37	Brecco/Matco

Couplings			
1"	400-100-01121	4.35	Brecco/Matco
2"	400-100-01124	15.16	Brecco/Matco

Plugs			
¾"	400-100-01190	2.07	Brecco/Matco
1"	400-100-01191	2.73	Brecco/Matco

Bends			
¾" 90 degree	400-100-01004	3.53	Brecco/Matco
¾" 45 degree	400-100-01016	3.53	Brecco/Matco
1" 90 degree	400-100-01005	5.45	Brecco/Matco
2" 45 degree	400-100-01020	19.36	Brecco/Matco

SECTION III - CAST IRON FITTINGS (20 items)
Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	Part Number	Unit Price	Manufacturer
2" MJ	2502MM	379.45	AFC
4" MJ	2504MM	600.02	AFC
6" MJ	2506MM	745.97	AFC
8" MJ	2508MM	1,187.02	AFC
12" MJ	2512MM	2,341.71	AFC

SECTION III - CAST IRON FITTINGS (Cont.)

Fire Hydrants - EJ, Mueller or American Darling	Part Number	Unit Price	Manufacturer
3' Bury MJ Connection	B84B	2,548.10	AFC
4' Bury MJ Connection	B84B	2,672.33	AFC
5' Bury MJ Connection	B84B	2,796.09	AFC

Tees / 45 / 90			
4" 90	MJB9004	62.12	Star/SIP/Sigma
6" Tee	MTJ0606	145.89	Star/SIP/Sigma
6" 45	MJB4506	82.36	Star/SIP/Sigma
6" 90	MJB9006	101.65	Star/SIP/Sigma
8" Tee	MJT0808	218.36	Star/SIP/Sigma
8" 90	MJB9008	146.83	Star/SIP/Sigma
12" Tee	MJT1212	434.83	Star/SIP/Sigma
12" 90	MJB9012	312.95	Star/SIP/Sigma

MJ Gland & Gasket			
4"- PVC	MJGP04	21.18	Star/SIP/Sigma
6"- PVC	MJGP06	29.18	Star/SIP/Sigma
8" - DIP	MJGP08	32.00	Star/SIP/Sigma
12" - DIP	MJGP12	47.53	Star/SIP/Sigma

SECTION IV - POLYETHYLENE PIPE (3 items)

Tubing (C1160)	Part Number	Unit Price	Manufacturer
3/4"	X4-75250100B	0.62/ft	ADS
1"	X4-1250100B	0.82/ft	ADS
2"	X4-2250100B	3.30/ft	ADS

SECTION V - CAST IRON CASTINGS (2 items)

Size & Description	Part Number	Unit Price	Manufacturer
Adjustable Valve Boxes "A" sections with lids	VB101L	61.37	Star/SIP/Sigma
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)	VB108	105.52	Star/SIP/Sigma

SECTION VI - METER BOXES (4 items)

Plastic Meter Boxes and Solid Lids - 2-inch hole

Size & Description	Part Number	Unit Price	Manufacturer
Single Plastic Boxes & Lids	DFW1200-12-1T	20.58	DFW Plastics
Single Concrete Boxes & Lids	B09 box w/ B09G lid	97.47	Old Castle
Solid Lids with 2" hole	DFW1200-1T-LID	8.83	DFW Plastics
Double Plastic Boxes & Lid	DFW1200X-12-1T2	21.18	DFW Plastics

SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS (34 items)

PART I - PVC for Water Service

Size & Description	Part Number	Unit Price	Manufacturer
4" C-900 CLASS 150	4" C900 DR18	6.87/ft	JM Eagle/Westlake/Diamond/Pipelife
6" C-900 PVC CLASS 150	6" C900 DR18	14.04/ft	JM Eagle/Westlake/Diamond/Pipelife
8" C-900 PVC CLASS 150	8" C900 DR18	24.06/ft	JM Eagle/Westlake/Diamond/Pipelife
12" C-900 PVC CLASS 150	12" C900 DR18	50.85/ft	JM Eagle/Westlake/Diamond/Pipelife

PART 2 - PVC for Sewer Service (S/W SCH 40)

Pipe	Part Number	Unit Price	Manufacturer
4" SCH 40	4" Sch40	7.61/ft	Sanderson/PEX/Pipelife/JM Eagle
6" SCH 40	6" Sch40	14.19/ft	Sanderson/PEX/Pipelife/JM Eagle
8" SCH 40	8" Sch40	21.96/ft	Sanderson/PEX/Pipelife/JM Eagle

Fittings (Coupling)			
4"	D100-040	5.48	Westlake/Tigre/GPK
6"	D100-060	22.55	Westlake/Tigre/GPK
8"	D100-080	23.05	Westlake/Tigre/GPK
10"	D100-100	67.60	Westlake/Tigre/GPK
6" X 4"	429-532	22.46	Westlake/Tigre/GPK
8" x 6"	429-585	57.49	Westlake/Tigre/GPK
10" X 8"	309-0810	127.94	Westlake/Tigre/GPK

Tees			
4" x 4"	D400-040	29.89	Westlake/Tigre/GPK
8" x 6"	D158-6	100.66	Westlake/Tigre/GPK
6" x 6"	D157	42.49	Westlake/Tigre/GPK
6" x 4"	D157-4	116.07	Westlake/Tigre/GPK

PART 2 - PVC for Sewer Service (S/W SCH 40) (Cont.)

Inserta-Tees	Part Number	Unit Price	Manufacturer
4P SCH 40 6 SDR26	4IPS6P35	118.22	ADS/Inserta Tee
4P SCH 40 8 SDR26	4IPS8P35	118.22	ADS/Inserta Tee
6P SCH 40 8 SDR26	6IPS8P35	194.93	ADS/Inserta Tee
6P SCH 40 12 SDR26	6IPS10-12FIT	194.93	ADS/Inserta Tee

Bends			
4" x 45 degree	D504LS	8.13	Westlake/Tigre/GPK
6" x 45 degree	D506LS	37.56	Westlake/Tigre/GPK
4" x 90 degree	D256	10.04	Westlake/Tigre/GPK

Clean Out w/ Plug			
4"	D101-040 & D106-040	13.49	Westlake/Tigre/GPK
6"	D101-060 & D106-060	43.45	Westlake/Tigre/GPK

Fernco's PVC- PVC			
4"	1056-44	4.60	Fernco/Pipeconx
6"	1056-66	10.21	Fernco/Pipeconx
8"	1056-88	15.65	Fernco/Pipeconx

Fernco's VCP - PVC			
4"	1002-44	4.77	Fernco/Pipeconx
6"	1002-66	10.21	Fernco/Pipeconx
8"	1002-88	15.65	Fernco/Pipeconx
10"	1002-1010	22.69	Fernco/Pipeconx

Warranty manufacturers' warranty only

Delivery needed is one week/Delivery available about 3 days for in stock items; nonstock/special order items are subject to manufacturers' lead times at the time of order

Supply Point 7022 Easthaven Blvd., Houston, TX 77017

* All substitutions will be submitted in writing and approved at the City of La Marque prior to shipment.

SIGNATURE PAGE
LM #24-03
WATER AND SEWER SUPPLIES

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ 20,027.59 **(Quantity - 1 each)**

Core & Main LP
Company Name
Kimberly Ridgway
Signature
Kimberly Ridgway, Branch Operations Manager
Printed Name & Title
7022 Easthaven Blvd.
Address
Houston, TX 77017
City, State and Zip
713-378-0129
Phone
Kimberly.Ridgway@coreandmain.com
E-Mail
October 10, 2023
Date

Acknowledgement of any and all addendums received:

Addendum #1 Kimberly Ridgway
Addendum #2 _____

The qualification of Core & Main LP
is attached here to and
incorporated by reference as
though fully set forth here in.

KCR 10/10/23

WATER & SEWER SUPPLIES
2024 ANNUAL BID

ADDENDUM NO. 1

Bid Date

- The Bid Date for the Bid Submittal is hereby changed from September 27th to October 11th 2023

EXCEPTIONS
of Core & Main LP
Submitted to the City of La Marque, Texas
WATER AND SEWER SUPPLIES
LM #24-03

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City La Marque, Texas (the "Owner"), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Core & Main will use commercially reasonable efforts to deliver materials and services ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main or the manufacturer including but not limited to availability of materials, availability of raw materials or component parts, the microchip shortage, the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, increases in manufacturer lead times or other circumstances beyond the control of Core & Main. Availability of materials cannot be guaranteed. This term supersedes all other contractual provisions.

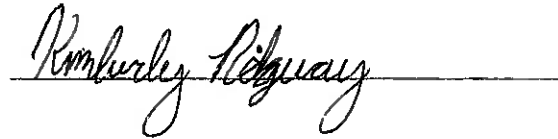
2. Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by Buyer hereunder. Buyer acknowledges that Seller is a distributor of materials only, and therefore offers no additional warranties. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

3. All pipe prices quoted are only valid if accepted by Owner and product is released for manufacture within 30 calendar days from the date of quotation. In the event the City objects to the price increase, the City will delete the affected materials or services from the contract and neither party will have any further obligation to the other with respect to the materials removed from the contract except the City will be obligated to pay for materials delivered through the date of termination.

4. Insurance: To the extent provided in its policy, Core & Main LP ("Core & Main") will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main's insurance provider. Insurance coverage provided by Core & Main will be consistent with the provisions of Core & Main's policy, notwithstanding any differing or conflicting provisions in any bid or contract documents. Insurance limits may be satisfied by a combination of General Liability and Excess/Umbrella coverage. General aggregate limits apply per location. Core & Main will not be required to provide copies of its policies and will not be required to provide Builder's Risk or any other coverage not specifically listed on its certificate. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main's bid or proposal, the Owner accepts Core & Main's certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, self-insured retention and deductible amounts. The parties agree that Core & Main's insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.

5. Term for Convenience: In the event of termination for convenience, the City shall be liable for all materials delivered through the date of termination, plus amounts for special order materials, materials not returnable to the manufacturer for credit and materials in the course of production, manufacturer cancellation fees, as well as return freight charges and reasonable restocking fees.

CORE & MAIN LP

A handwritten signature in cursive script, reading "Kimberly Ridgway", is written over a horizontal line.

DELEGATION OF AUTHORITY

I, Jessica Joyce, Regional Director of Core & Main LP, a Florida limited partnership (the "Company") hereby delegate authority to Kimberly Ridgway, Manager, Branch Operations (the "Delegate") to execute and deliver the proposal in response to Invitation for Bid WATER AND SEWER SUPPLIES LM #24-03 (the "Document") to the City of La Marque, Texas, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, the undersigned has executed this instrument with an effective date of October 06, 2023.

CORE & MAIN LP

By: DocuSigned by:
JESSICA JOYCE
ES/A7189D092B44F

Jessica Joyce, Regional Director

**CITY OF LA MARQUE
INVITATION TO BID
LMPW #024-03**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, October 11, 2023, for:

“WATER AND SEWER SUPPLIES”

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, October 11, 2023 at 10:00 a.m. at which time all bids will be opened and publicly read.

P

Preferred method of Bid Proposal submittal is through the City Website Bid Submittal procedures.

If a paper copy is the only method available, you must identify on the outside of your submitted bid packet the LMPW # and the name of the product or service you are submitting the bid for. Any bids received after the aforesated time will be returned unopened.

The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents are available on the City's website at: www.cityoflamarque.org
Need to include specific Bid Portal Link

Any Questions on: LMPW #24-03 please contact Amanda Hobby: a.hobby@cityoflamarque.org

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

TERMS AND CONDITIONS
LMPW #24-03
WATER AND SEWER SUPPLIES

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. It is received after the advertised closing date and time for receipt of bids.

B. It is submitted on a bid proposal form other than that provided by the city; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.

C. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address, and phone number.

8. PRICE OF MATERIALS AND SALES TAX: This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise, and the use tax act. The contractor performing this contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.

10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**

11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city; payment on invoice will then be net 30 days.

12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.

13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.

14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **November 1, 2023**. The city must obtain prices early in order to prepare for the upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of

the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1500 Municipal Street, La Marque, Texas 77568, or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

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Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

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DECREASES: If a vendor does take advantage of this “price revision clause”, the City will expect any decreases in cost from the bidder’s source of supply during the term of the contract to lower the City’s price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS
LMPW #24-03
WATER AND SEWER SUPPLIES

A. Brass Fittings

1. General Conditions

- A. This lot of brass fittings will be used on underground installations of service lines and small mains in the water distributions system.
- B. Fittings are to be of compression type.
- C. They will be used with Type “K” soft annealed copper, polyethylene, or polybutylene tubing.

2. Design

- A. The general patent for each fitting shall conform to that of standard brass fittings as made by Mueller Company or an approved equal.
- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain watertight and reasonably easy to operate after repeated use over a number of years.
- C. All external threads shall conform to AWWA Standard Specification C-800-55.
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.

3. Materials

- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations.
- B. All bidders will be required to submit a certification letter with their bid on the percentage levels of metals with the chemical characteristics making up the Brass Materials
- C. Marking: Each fitting shall have the manufacturer’s name or trademark plainly stamped into or cast on the body.

B. Polyethylene Pressure Pipe (PE)

1. Polyethylene pipe and tubing, hereafter called “PE Pipe” or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet standard brass waterworks compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating in PSI for water at 73.4°F (160 PSI).
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

PROPOSAL
LMPW #24-03
WATER AND SEWER SUPPLIES

SECTION I - REPAIR CLAMPS AND TAPPING SADDLES (16 items)

Part A - Transition Coupling, Model 3501 or approved equal*

Size	Part Number	Unit Price	Manufacturer
3/4" x 4 1/2"		25.75	Smith/Blair
1" x 5"		25.75	
2" x 5"		43.40	
6" x 6"		114.25	

Part B - Full Circle Repair Band, Smith Blair 261 (or similar)

Size	Part Number	Unit Price	Manufacturer
2" x 7 1/2" (2.35-2.63)		60.25	Smith Blair
4" x 12 1/2" (4.74-5.14)		118.45	
6" x 12 1/2" (7.27-7.62)		144.25	
8" x 12" (9.27-9.67)		168.10	

Part C - Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size	Part Number	Unit Price	Manufacturer
4" x 3/4"		33.05	Smith/Blair
6" x 1"		38.30	
8" x 1"		46.20	
12" x 1"		58.35	

Part D - Single Bolt Coupler

Size	Part Number	Unit Price	Manufacturer
4" - 4.46-5.60		151.70	Smith Blair
6" - 6.54-7.65		190.15	
8" - 8.54-9.85		241.05	
12" - 12.75-14.40		518.45	

SECTION II - BRASS FITTINGS - Lead-Free (38 items)

Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
3/4" Compression (CC)		38.60	MacDonald
1" Compression (CC)		58.35	

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description			
¾" Comp X Meter Connector			MacDonald
1" Comp x Meter Connector		81.35	
1" Comp x ¾" Meter Connector		97.80	
		87.90	

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description			
¾" Comp x Comp			
¾" Comp x Comp ball valve		21.55	
1" Comp x Comp		80.65	
1" Comp x Comp ball valve		24.65	
		119.90	

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description			
¾"			
1"		10.30	
		16.55	

Part E - "U" Branch Connections (with ¾" LW meter stops assembled 7 ½" center)

Size & Description			
1" x ¾" x ¾"		147.90	

Part F- Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description			
5/8" x 3/4" x 12"		118.80	
1" x 12"		240.15	

Part G - Standard Lead-Free Brass

Size / Nipples	Part Number	Unit Price	Manufacturer
¾" x close		2.05	Martec-Norel
¾" x 2"		2.55	
1" x close		2.95	
1" x 6"		9.45	
2" x close		8.90	
2" x 6"		21.40	
2" x 12"		42.20	

Part G - Standard Lead-Free Brass (Cont.)

Bushing	Part Number	Unit Price	Manufacturer
2" x 3/4"		12.30	Mateo Norcan
1" x 3/4"		3.15	
2" x 1"		12.30	

Reducers			
2" x 3/4"		21.60	
1" x 3/4"		6.35	
2" x 1"		21.60	

Tees			
3/4"		4.80	
1"		8.55	
2"		26.75	

Couplings			
1"		4.80	
2"		16.80	

Plugs			
3/4"		2.30	
1"		3.00	

Bends			
3/4" 90 degree		3.90	
3/4" 45 degree		3.90	
1" 90 degree		6.00	
2" 45 degree		21.45	

SECTION III - CAST IRON FITTINGS (20 items)
Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	Part Number	Unit Price	Manufacturer
2" MJ		374.85	EJ
4" MJ		586.95	
6" MJ		739.05	I
8" MJ		1189.95	
12" MJ		2347.85	

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SECTION III - CAST IRON FITTINGS (Cont.)

Fire Hydrants - EJ, Mueller or American Darling	Part Number	Unit Price	Manufacturer
3' Bury MJ Connection		2218.50	SJP
4' Bury MJ Connection		2476.25	I
5' Bury MJ Connection		2590.85	I

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Tees / 45 / 90			Serampore Industry
4" 90		76.10	
6" Tee		156.95	
6" 45		88.55	
6" 90		109.30	
8" Tee		234.80	
8" 90		157.85	
12" Tee		447.20	
12" 90		321.85	

MJ Gland & Gasket			
4" - PVC	RR	4725	
6" - PVC	RR	54.55	
8" - DIP	RR	69.15	
12" - DIP		132.25	

SECTION IV - POLYETHYLENE PIPE (3 items)

Tubing (CI160)	Part Number	Unit Price	Manufacturer
3/4"		.35	ADS
1"		.55	I
2"		1.75	

SECTION V - CAST IRON CASTINGS (2 items)

Size & Description	Part Number	Unit Price	Manufacturer
Adjustable Valve Boxes "A" sections with lids		73.15	SJP
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)		141.85	I

SECTION VI - METER BOXES (4 items)

Plastic Meter Boxes and Solid Lids - 2-inch hole

Size & Description	Part Number	Unit Price	Manufacturer
Single Plastic Boxes & Lids		21.45	DFW
Single Concrete Boxes & Lids		93.80	OLD CASTLE
Solid Lids with 2" hole		29.95	DFW
Double Plastic Boxes & Lid		21.45	DFW

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SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS (34 items)

PART I - PVC for Water Service

Size & Description	Part Number	Unit Price	Manufacturer
4" C-900 CLASS 150		6.69	Pipe Life
6" C-900 PVC CLASS 150		13.70	
8" C-900 PVC CLASS 150		23.47	
12" C-900 PVC CLASS 150		49.58	

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PART 2 - PVC for Sewer Service (S/W SCH 40)

Pipe	Part Number	Unit Price	Manufacturer
4" SCH 40		6.65	Sears
6" SCH 40		7.80	
8" SCH 40		12.25	

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Fittings (Coupling)			
4"		8.45	
6"		18.60	
8"		45.20	
10"		85.20	
6" X 4"		67.40	
8" X 6"		77.25	
10" X 8"		90.00	

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Tees			
4" X 4"		11.35	
8" X 6"		89.95	
6" X 6"		61.05	
6" X 4"		59.55	

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PART 2 - PVC for Sewer Service (S/W SCH 40) (Cont.)

Inserta-Tees	Part Number	Unit Price	Manufacturer
4P SCH 40 6 SDR26		113.65	ADS
4P SCH 40 8 SDR26		113.65	
6P SCH 40 8 SDR26		187.50	
6P SCH 40 12 SDR26		187.50	

Bends			SPEARS
4" x 45 degree		17.35	
6" x 45 degree		51.25	
4" x 90 degree		34.20	

Clean Out w/ Plug			
4"		18.75	
6"		28.75	

Fernco's PVC- PVC			FERNCO
4"		10.00	
6"		13.00	
8"		20.00	

Fernco's VCP - PVC			
4"		10.00	
6"		13.00	
8"		20.00	
10"		25.00	

Warranty Per Manufacturer

Delivery needed is one week/Delivery available Material in stock 1 week

Supply Point Katy, Texas

* All substitutions will be submitted in writing and approved at the City of La Marque prior to shipment.

* All prices marked with asterisk can not be held for one year. Will review Quarterly.

SIGNATURE PAGE
LMPW #24-03
WATER AND SEWER SUPPLIES

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ 19,813.74 (Quantity - 1 each)

ACCURATE meter + Supply
Company Name


Signature

Rick M. Rasberry Director
Printed Name & Title

5445 Stocklick School Road
Address

Katy, Texas 77449
City, State and Zip

713-594-3311
Phone

rick@accuratemeter.com
E-Mail

10/10/2023
Date

Acknowledgement of any and all addendums received:

Addendum #1 

Addendum #2 _____



PUBLIC WORKS DEPARTMENT

WATER & SEWER SUPPLIES
2024 ANNUAL BID

ADDENDUM NO. 1

Bid Date

- The Bid Date for the Bid Submittal is hereby changed from September 27th to October 11th 2023

TERMS AND CONDITIONS
LM #24-03
WATER AND SEWER SUPPLIES

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:

- A. It is received after the advertised closing date and time for receipt of bids.
 - B. It is submitted on a bid proposal form other than that provided by the city; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - C. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address, and phone number.
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**SPECIFICATIONS
LM #24-03
WATER AND SEWER SUPPLIES**

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- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain watertight and reasonably easy to operate after repeated use over a number of years.
- C. All external threads shall conform to AWWA Standard Specification C-800-55.
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.

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- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations.
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1. Polyethylene pipe and tubing, hereafter called “PE Pipe” or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet standard brass waterworks compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating in PSI for water at 73.4°F (160 PSI).
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

**PROPOSAL
LM #24-03
WATER AND SEWER SUPPLIES**

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Part A - Transition Coupling, Model 3501 or approved equal*

Size	Part Number	Unit Price	Manufacturer
¾ "x 4 ½"	3501	15.24	Hy-Max/Mueller
1" x 5"	3501	19.00	Hy-Max/Mueller
2" x 5"	3501	39.71	Hy-Max/Mueller
6" x 6"	3501	91.82	Hy-Max/Mueller

Part B - Full Circle Repair Band, Smith Blair 261 (or similar)

Size	Part Number	Unit Price	Manufacturer
2" x 7 ½" (2.35-2.63)	500-07-0235	108.56	Hy-Max/Mueller
4" x 12 ½" (4.74-5.14)	500-12-0474	226.46	Hy-Max/Mueller
6" x 12 ½" (7.27-7.62)	500-12-0722	272.69	Hy-Max/Mueller
8" x 12" (9.27-9.67)	500-12-0925	319.34	Hy-Max/Mueller

Part C - Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size	Part Number	Unit Price	Manufacturer
4" x ¾"	DR1S0447CC075	37.53	Hy-Max/Mueller
6" x 1"	DR1S0659CC100	43.68	Hy-Max/Mueller
8" x 1"	DR1S0854CC100	52.02	Hy-Max/Mueller
12" x 1"	DR1S1262CC100	65.52	Hy-Max/Mueller

Part D - Single Bolt Coupler

Size	Part Number	Unit Price	Manufacturer
4" - 4.46-5.60	860-54-0108-16	245.93	Hy-Max
6" - 6.54-7.65	860-54-0163-16	325.69	Hy-Max
8" - 8.54-9.85	860-54-0217-16	367.72	Hy-Max
12" - 12.75-14.40	860-54-0334-16	667.98	Hy-Max

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Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
¾" Compression (CC)	74701-22	40.30	AY McDonald
1" Compression (CC)	74701-22	60.97	AY McDonald

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description			
¾" Comp X Meter Connector	76100MW-22	55.54	AY Mcdonald
1" Comp x Meter Connector	76100MW-22	102.18	AY Mcdonald
1" Comp x ¾" Meter Connector	76100MW-22	71.62	AY Mcdonald

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description			
¾" Comp x Comp	74758-22	22.49	AY Mcdonald
¾" Comp x Comp ball valve	76100W-22	53.08	AY Mcdonald
1" Comp x Comp	74758-22	25.74	AY Mcdonald
1" Comp x Comp ball valve	76100W-22	106.33	AY Mcdonald

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description			
¾"	45295	6.73	EGW
1"	45296	11.05	EGW

Part E - "U" Branch Connections (with ¾" LW meter stops assembled 7 ½" center)

Size & Description			
1" x ¾" x ¾"	709U2CW	154.54	AY Mcdonald

Part F- Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description			
5/8" x 3/4" x 12"	718-212WX	124.15	AY Mcdonald
1" x 12"	718-412WX	250.95	AY Mcdonald

Part G - Standard Lead-Free Brass

Size / Nipples	Part Number	Unit Price	Manufacturer
¾" x close		2.38	Merit/ Matco
¾" x 2"		2.99	Merit/ Matco
1" x close		3.49	Merit/ Matco
1" x 6"		10.94	Merit/ Matco
2" x close		10.28	Merit/ Matco
2" x 6"		23.08	Merit/ Matco
2" x 12"		45.48	Merit/ Matco

Part G - Standard Lead-Free Brass (Cont.)

Bushing	Part Number	Unit Price	Manufacturer
2" x 3/4"		13.68	Merit/ Matco
1" x 3/4"		3.52	Merit/ Matco
2" x 1"		13.68	Merit/ Matco

Reducers			Merit/ Matco
2" x 3/4"		25.25	Merit/ Matco
1" x 3/4"		7.05	Merit/ Matco
2" x 1"		24.76	Merit/ Matco

Tees			
3/4"		5.35	Merit/ Matco
1"		9.51	Merit/ Matco
2"		30.06	Merit/ Matco

Couplings			
1"		5.35	Merit/ Matco
2"		18.71	Merit/ Matco

Plugs			
3/4"		2.55	Merit/ Matco
1"		3.35	Merit/ Matco

Bends			
3/4" 90 degree		4.35	Merit/ Matco
3/4" 45 degree		4.48	Merit/ Matco
1" 90 degree		6.72	Merit/ Matco
2" 45 degree		23.88	Merit/ Matco

SECTION III - CAST IRON FITTINGS (20 items)
Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	Part Number	Unit Price	Manufacturer
2" MJ		374.67	Merit/ Matco
4" MJ		586.67	Merit/ Matco
6" MJ		738.66	Merit/ Matco
8" MJ		1,189.33	Merit/ Matco
12" MJ		2,346.67	Merit/ Matco

SECTION III - CAST IRON FITTINGS (Cont.)

Fire Hydrants - EJ, Mueller or American Darling	Part Number	Unit Price	Manufacturer
3' Bury MJ Connection	70500D	2,143.48	EJ
4' Bury MJ Connection	71520D	2,247.50	EJ
5' Bury MJ Connection	73525D	2,351.52	EJ

Tees / 45 / 90			
4" 90		68.33	Sigma/Star/SIP
6" Tee		110.47	Sigma/Star/SIP
6" 45		90.59	Sigma/Star/SIP
6" 90		111.81	Sigma/Star/SIP
8" Tee		240.19	Sigma/Star/SIP
8" 90		161.51	Sigma/Star/SIP
12" Tee		478.31	Sigma/Star/SIP
12" 90		344.24	Sigma/Star/SIP

MJ Gland & Gasket			
4"- PVC		23.29	Sigma/Star/SIP
6"- PVC		32.09	Sigma/Star/SIP
8" - DIP		35.20	Sigma/Star/SIP
12" - DIP		52.28	Sigma/Star/SIP

SECTION IV - POLYETHYLENE PIPE (3 items)

Tubing (CI160)	Part Number	Unit Price	Manufacturer
¾"		.40	
1"		.63	
2"		2.20	

SECTION V - CAST IRON CASTINGS (2 items)

Size & Description	Part Number	Unit Price	Manufacturer
Adjustable Valve Boxes "A" sections with lids		74.71	Sigma/Star/SIP
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)		115.29	Sigma/Star/SIP

SECTION VI - METER BOXES (4 items)

Plastic Meter Boxes and Solid Lids - 2-inch hole

Size & Description	Part Number	Unit Price	Manufacturer
Single Plastic Boxes & Lids	1015	19.12	
Single Concrete Boxes & Lids	1000005 Box, B09 Utility	89.98	
Solid Lids with 2" hole	1001240 Lid, B09 G	50.93	
Double Plastic Boxes & Lid	1012	35.59	

SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS (34 items)

PART I - PVC for Water Service

Size & Description	Part Number	Unit Price	Manufacturer
4" C-900 CLASS 150		Price at time of order	
6" C-900 PVC CLASS 150		Price at time of order	
8" C-900 PVC CLASS 150		Price at time of order	
12" C-900 PVC CLASS 150		Price at time of order	

PART 2 - PVC for Sewer Service (S/W SCH 40)

Pipe	Part Number	Unit Price	Manufacturer
4" SCH 40		Price at time of order	
6" SCH 40		Price at time of order	
8" SCH 40		Price at time of order	

Fittings (Coupling)			Multi/GPK/ Westlake
4"		5.55	
6"		22.84	
8"		43.56	
10"		76.02	
6" X 4"		43.45	
8" x 6"		64.70	
10" X 8"		129.67	

Tees			Multi/GPK/ Westlake
4" x 4"		28.95	
8" x 6"		102.59	
6" x 6"		78.68	
6" x 4"		72.22	

PART 2 - PVC for Sewer Service (S/W SCH 40) (Cont.)

Inserta-Tees	Part Number	Unit Price	Manufacturer
4P SCH 40 6 SDR26	4IPS6PE26	120.54	Nyloplast
4P SCH 40 8 SDR26	4IPS8PE26	120.54	
6P SCH 40 8 SDR26	6IPS8PE26	198.76	
6P SCH 40 12 SDR26	6IPS12PE26	198.76	

Bends			Multi/GPK/ Westlake
4" x 45 degree		8.23	
6" x 45 degree		38.07	
4" x 90 degree		10.17	

Clean Out w/ Plug			Multi/GPK/ Westlake
4"		13.57	
6"		46.29	

Fernco's PVC- PVC			Fernco
4"	1056-44	5.25	
6"	1056-66	11.23	
8"	1056-88	17.27	

Fernco's VCP - PVC			Fernco
4"	1002-44	5.25	
6"	1002-66	11.23	
8"	1002-88	17.27	
10"	1002-1010	25.93	

Warranty subject to manufactures warrantly only

Delivery needed is one week/Delivery available will depend on availability of item

Supply Point 14500 Beamer Rd, Friendswood Tx, 77456

* All substitutions will be submitted in writing and approved at the City of La Marque prior to shipment.

SUBMIT TO: <http://bidsubmit.cityoflamarque.org>

SIGNATURE PAGE
LM #24-03
WATER AND SEWER SUPPLIES

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ \$ 20,287.47 (Quantity - 1 each)

Fortiline Inc, DBA Fortiline Waterworks

Company Name

Matthew E. Norris

Signature

Matt Norris

Printed Name & Title

14500 Beamer Rd,

Address

Friendswood, Tx, 77456

City, State and Zip

832-570-3191

Phone

alexander.johnston@fortiline.com

E-Mail

10/09/2023

Date

Acknowledgement of any and all addendums received:

Addendum #1 AJ- Received

Addendum #2 _____

**TERMS AND CONDITIONS
LM #24-03
WATER AND SEWER SUPPLIES**

- 1. Specifications and bidding documents may be secured from the City of La Marque website at: www.cityoflamarque.org**
- 2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.**
- 3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.**
- 4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.**
- 5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.**
- 6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.**
- 7. Bids will be rejected if:**

- A. It is received after the advertised closing date and time for receipt of bids.
 - B. It is submitted on a bid proposal form other than that provided by the city; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - C. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address, and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise, and the use tax act. The contractor performing this contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the unit price will govern the bid.
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city; payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning November 1, 2023. The city must obtain prices early in order to prepare for the upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year

term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1500 Municipal Street, La Marque, Texas 77568, or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept prices increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this “price revision clause”, the City will expect any decreases in cost from the bidder’s source of supply during the term of the contract to lower the City’s price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

**SPECIFICATIONS
LM #24-03
WATER AND SEWER SUPPLIES**

A. Brass Fittings

1. General Conditions

- A. This lot of brass fittings will be used on underground installations of service lines and small mains in the water distributions system.**
- B. Fittings are to be of compression type.**
- C. They will be used with Type “K” soft annealed copper, polyethylene, or polybutylene tubing.**

2. Design

- A. The general patent for each fitting shall conform to that of standard brass fittings as made by Mueller Company or an approved equal.**
- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain watertight and reasonably easy to operate after repeated use over a number of years.**
- C. All external threads shall conform to AWWA Standard Specification C-800-55.**
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.**

3. Materials

- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations.**
- B. All bidders will be required to submit a certification letter with their bid on the percentage levels of metals with the chemical characteristics making up the Brass Materials**
- C. Marking: Each fitting shall have the manufacturer’s name or trademark plainly stamped into or cast on the body.**

B. Polyethylene Pressure Pipe (PE)

1. Polyethylene pipe and tubing, hereafter called “PE Pipe” or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet standard brass waterworks compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating in PSI for water at 73.4°F (160 PSI).
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

**PROPOSAL
LM #24-03
WATER AND SEWER SUPPLIES**

SECTION I - REPAIR CLAMPS AND TAPPING SADDLES (16 items)

Part A - Transition Coupling, Model 3501 or approved equal*

Size	Part Number	Unit Price	Manufacturer
3/4" x 4 1/2"	350400750000 / 41100013201003	24.12	POWERSEAL/SMITH BLAIR
1" x 5"	350401000000 / 41100010501003	23.31	POWERSEAL/SMITH BLAIR
2" x 5"	350402000000 / 44100000263900	40.62	POWERSEAL/SMITH BLAIR
6" x 6"	44100000722900	106.96	SMITH BLAIR

Part B - Full Circle Repair Band, Smith Blair 261 (or similar)

Size	Part Number	Unit Price	Manufacturer
2" x 7 1/2" (2.35-2.63)	26100023807000/FS1-263-75	56.36	SMITH BLAIR/FORD
4" x 12 1/2" (4.74-5.14)	26100048012000/FS1-514-125	110.95	SMITH BLAIR/FORD
6" x 12 1/2" (7.27-7.62)	312106X120CA/26100072012000	148.04	POWERSEAL/SMITH BLAIR
8" x 12" (9.27-9.67)	312108D120CA /26100094012000/FS1-967-125	158.55	POWERSEAL/SMITH BLAIR/FORD

Part C - Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size	Part Number	Unit Price	Manufacturer
4" x 3/4"	31500048007000	30.93	SMITH BLAIR
6" x 1"	31500069009000	35.82	SMITH BLAIR
8" x 1"	31500101009000	43.20	SMITH BLAIR
12" x 1"	31500143209000	54.59	SMITH BLAIR

Part D - Single Bolt Coupler

Size	Part Number	Unit Price	Manufacturer
4" - 4.46-5.60	42104460560031/860-54-0108-16	220.04	SMITH BLAIR/MUELLER
6" - 6.54-7.65	42106560760031/860-54-0163-16	291.41	SMITH BLAIR/MUELLER
8" - 8.54-9.85	42108540985031/860-54-0217-16	329.01	SMITH BLAIR/MUELLER
12" - 12.75-14.40	42112621440031/860-54-0334-16	597.66	SMITH BLAIR/MUELLER

SECTION II - BRASS FITTINGS - Lead-Free (38 items)

Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
3/4" Compression (CC)	F1000-3-NL /015008 250N	39.77	FORD/MUELLER
1" Compression (CC)	F1000-4-NL /015008 330N	60.24	FORD/MUELLER

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description			
3/4" Comp X Meter Connector	B43-232W-NL/024350 250N	84.78	FORD/MUELLER
1" Comp x Meter Connector	B43-344W-NL/024350 330N	125.34	FORD/MUELLER
1" Comp x 3/4" Meter Connector	B43-342W-NL /024350 216N	91.70	FORD/MUELLER

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description			
3/4" Comp x Comp	C44-33-NL /015403 250N	22.22	FORD/MUELLER
3/4" Comp x Comp ball valve	B44-333-NL /025146 250N	84.04	FORD/MUELLER
1" Comp x Comp	C44-44-NL /015403 330N	24.24	FORD/MUELLER
1" Comp x Comp ball valve	B44-444-NL /025146 330N	125.00	FORD/MUELLER

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description			
3/4"	C38-23-2-5-NL /010890 215N	11.39	FORD/MUELLER
1"	C38-44-1-5-NL /010890 330N	17.38	FORD/MUELLER

Part E - "U" Branch Connections (with 3/4" LW meter stops assembled 7 1/2" center)

Size & Description			
1" x 3/4" x 3/4"	UVBS43-42W-NL/01536311 402N	295.79	FORD/MUELLER

Part F- Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description			
5/8" x 3/4" x 12"	V42-12W-NL/234H14118-----N	125.07	FORD/MUELLER
1" x 12"	V44-12W-NL /390H14118-----N	233.26	FORD/MUELLER

Part G - Standard Lead-Free Brass

Size / Nipples	Part Number	Unit Price	Manufacturer
3/4" x close	GBRNFCL	2.24	MERIT
3/4" x 2"	GBRNFK	2.82	MERIT
1" x close	GBRNGCL	3.29	MERIT
1" x 6"	GBRNGU	10.29	MERIT
2" x close	GBRNKCL	9.67	MERIT
2" x 6"	GBRNKU	21.72	MERIT
2" x 12"	GBRNK12	42.80	MERIT

Part G - Standard Lead-Free Brass (Cont.)

Bushing	Part Number	Unit Price	Manufacturer
2" x 3/4"	IBRLFBKF	13.25	MERIT
1" x 3/4"	IBRLFRCGF	3.41	MERIT
2" x 1"	IBRLFRCKG	13.25	MERIT

Reducers			
2" x 3/4"	IBRLFRCKF	24.44	MERIT
1" x 3/4"	IBRLFRCKF	6.81	MERIT
2" x 1"	IBRLFRCKG	23.96	MERIT

Tees			
3/4"	IBRLFTF	5.18	MERIT
1"	IBRLFTG	9.20	MERIT
2"	IBRLFTK	29.09	MERIT

Couplings			
1"	IBRLFCG	5.18	MERIT
2"	IBRLFCK	18.11	MERIT

Plugs			
3/4"	IBRLFCPLUGF	3.53	MERIT
1"	IBRLFCPLUGG	5.95	MERIT

Bends			
3/4" 90 degree	IBRLF9F	4.21	MERIT
3/4" 45 degree	IBRLF4F	4.34	MERIT
1" 90 degree	IBRLF9G	6.51	MERIT
2" 45 degree	IBRLF4K	23.12	MERIT

SECTION III - CAST IRON FITTINGS (20 items)
Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	Part Number	Unit Price	Manufacturer
2" MJ	AFC2502MMLAOL/020A236208LN	410.10	AFC/MUELLER
4" MJ	AFC2504MMLAOL/020A236223LN	637.51	AFC/MUELLER
6" MJ	AFC2506MMLAOL/060A236123LN	856.93	AFC/MUELLER
8" MJ	AFC2508MMLAOL/080A236123LN	1364.81	AFC/MUELLER
12" MJ	AFC2512MMLAOL/	2554.59	AFC

SECTION III - CAST IRON FITTINGS (Cont.)

Fire Hydrants - EJ, Mueller or American Darling	Part Number	Unit Price	Manufacturer
3' Bury MJ Connection	AFCB84BLAOLM/423-500964	2902.60	AFC/MUELLER
4' Bury MJ Connection	AFCB84BLAOLP/423-501389	3044.18	AFC/MUELLER
5' Bury MJ Connection	AFCB84BLAOLS/423-502406	3185.47	AFC/MUELLER

Tees / 45 / 90			
4" 90	MJ9LAP	66.00	SIP/STAR/SIGMA
6" Tee	MJT LAU	155.00	SIP/STAR/SIGMA
6" 45	MJ4LAU	87.50	SIP/STAR/SIGMA
6" 90	MJ9LAU	108.00	SIP/STAR/SIGMA
8" Tee	MJT LAX	232.00	SIP/STAR/SIGMA
8" 90	MJ9LAX	156.00	SIP/STAR/SIGMA
12" Tee	MJT LA12	462.00	SIP/STAR/SIGMA
12" 90	MJ9LA12	332.50	SIP/STAR/SIGMA

MJ Gland & Gasket			
4"- PVC	SSLCEP4	46.68	SIP/STAR/SIGMA
6"- PVC	SSLCEP6	58.44	SIP/STAR/SIGMA
8" - DIP	SSLDEP8	68.36	SIP/STAR/SIGMA
12" - DIP	SSLDEP12	130.66	SIP/STAR/SIGMA

SECTION IV - POLYETHYLENE PIPE (3 items)

Tubing (Cl160)	Part Number	/FT Unit Price	Manufacturer
3/4"	AX475250100B	0.69	ADVANCED DRAINAGE SYSTEMS
1"	AX41250100B	0.92	ADVANCED DRAINAGE SYSTEMS
2"	AX42250100B	3.65	ADVANCED DRAINAGE SYSTEMS

SECTION V - CAST IRON CASTINGS (2 items)

Size & Description	Part Number	Unit Price	Manufacturer
Adjustable Valve Boxes "A" sections with lids	SP-SVB	72.16	SIGMA/STAR
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)	SP-SVB108	113.18	SIGMA/STAR

SECTION VI - METER BOXES (4 items)

Plastic Meter Boxes and Solid Lids - 2-inch hole

Size & Description	Part Number	Unit Price	Manufacturer
Single Plastic Boxes & Lids	DFW1200-12-1T	30.64	DFW/SIGMA
Single Concrete Boxes & Lids	C1000005 & C1001240	89.98	OLD CASTLE
Solid Lids with 2" hole	DFW1200-1T-LID	12.58	DFW/SIGMA
Double Plastic Boxes & Lid	DFW1200X-12-1T2	21.18	DFW

SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS (34 items)

PART I - PVC for Water Service

Size & Description	Part Number	Unit Price /FT	Manufacturer
4" C-900 CLASS 150	DR18BPP	7.28	DIAMOND/NAPCO
6" C-900 PVC CLASS 150	DR18BPU	14.88	DIAMOND/NAPCO
8" C-900 PVC CLASS 150	DR18BPX	25.51	DIAMOND/NAPCO
12" C-900 PVC CLASS 150	DR18BP12	53.89	DIAMOND/NAPCO

PART 2 - PVC for Sewer Service (S/W SCH 40)

Pipe	Part Number	/FT Unit Price	Manufacturer
4" SCH 40	P40BEP20	3.10	CHARLOTTE/LASCO
6" SCH 40	P40BEP20	5.81	CHARLOTTE/LASCO
8" SCH 40	P40BEPX20	12.05	CHARLOTTE/LASCO

Fittings (Coupling)			
4"	P40SCP	5.68	CHARLOTTE/LASCO
6"	P40SCU	17.95	CHARLOTTE/LASCO
8"	P40SCX	33.51	CHARLOTTE/LASCO
10"	P40SC10	87.91	CHARLOTTE/LASCO
6" X 4"	PDWVRCUP	22.45	CHARLOTTE/LASCO
8" x 6"	PD6086	57.49	CHARLOTTE/LASCO
10" X 8"	PD60108	248.15	CHARLOTTE/LASCO

Tees			
4" x 4"	P40STP	18.36	CHARLOTTE/LASCO
8" x 6"	S401585	143.33	CHARLOTTE/LASCO
6" x 6"	P40STU	61.81	CHARLOTTE/LASCO
6" x 4"	S401532	61.81	CHARLOTTE/LASCO

PART 2 - PVC for Sewer Service (S/W SCH 40) (Cont.)

Inserta-Tees	Part Number	Unit Price	Manufacturer
4P SCH 40 6 SDR26	Part Number	112.90	ADVANCED DRAINAGE SYSTEMS
4P SCH 40 8 SDR26	SP-I4IPS8P26	112.90	ADVANCED DRAINAGE SYSTEMS
6P SCH 40 8 SDR26	SP-I6IPS8P26	186.17	ADVANCED DRAINAGE SYSTEMS
6P SCH 40 12 SDR26	SP-I6IPS12P26	186.17	ADVANCED DRAINAGE SYSTEMS

Bends			
4" x 45 degree	P40S4P	16.11	CHARLOTTE/LASCO
6" x 45 degree	P40S4U	39.81	CHARLOTTE/LASCO
4" x 90 degree	P40S9P	12.36	CHARLOTTE/LASCO

Clean Out w/ Plug			
4"	P40SFAP	20.45	CHARLOTTE/LASCO
6"	PDWVCOPP	68.50	CHARLOTTE/LASCO

Fernco's PVC- PVC			
4"	F105644	4.79	FERNCO
6"	F105666	10.25	FERNCO
8"	F105688	15.77	FERNCO

Fernco's VCP - PVC			
4"	F100244	4.79	FERNCO
6"	F100266	10.25	FERNCO
8"	F100288	15.77	FERNCO
10"	F10021010	23.67	FERNCO

Warranty: The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. _____

Delivery needed is one week/Delivery available: _____ To be advised at time of order

Supply Point _____ Various, mostly from Houston, Humble, Brookshire, and Pearland, Tx

*** All substitutions will be submitted in writing and approved at the City of La Marque prior to shipment.**

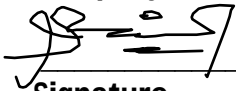
SIGNATURE PAGE
LM #24-03
WATER AND SEWER SUPPLIES

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ 22830.10 (Quantity - 1 each)

FERGUSON WATERWORKS _____

Company Name



Signature

BEN WIDAGDO / SALES SUPPORT REPRESENTATIVE _____

Printed Name & Title

15711 EASTEX FREEWAY _____

Address

HUMBLE, TX, 77396 _____

City, State and Zip

832 995 4091 _____

Phone

BEN.WIDAGDO@FERGUSON.COM _____

E-Mail

OCTOBER 11, 2023 _____

Date

Acknowledgement of any and all addendums received:

Addendum #1 1 _____

Addendum #2 4 _____

TERMS AND CONDITIONS
LM #24-03
WATER AND SEWER SUPPLIES

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:

- A. It is received after the advertised closing date and time for receipt of bids.
 - B. It is submitted on a bid proposal form other than that provided by the city; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
 - C. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address, and phone number.
8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise, and the use tax act. The contractor performing this contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city; payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **November 1, 2023**. The city must obtain prices early in order to prepare for the upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year

term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1500 Municipal Street, La Marque, Texas 77568, or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept prices increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

SUBMIT TO: <http://bidsubmit.cityoflamarque.org>

DECREASES: If a vendor does take advantage of this “price revision clause”, the City will expect any decreases in cost from the bidder’s source of supply during the term of the contract to lower the City’s price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

**SPECIFICATIONS
LM #24-03
WATER AND SEWER SUPPLIES**

A. Brass Fittings

1. General Conditions

- A. This lot of brass fittings will be used on underground installations of service lines and small mains in the water distributions system.
- B. Fittings are to be of compression type.
- C. They will be used with Type "K" soft annealed copper, polyethylene, or polybutylene tubing.

2. Design

- A. The general patent for each fitting shall conform to that of standard brass fittings as made by Mueller Company or an approved equal.
- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain watertight and reasonably easy to operate after repeated use over a number of years.
- C. All external threads shall conform to AWWA Standard Specification C-800-55.
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.

3. Materials

- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations.
- B. All bidders will be required to submit a certification letter with their bid on the percentage levels of metals with the chemical characteristics making up the Brass Materials
- C. Marking: Each fitting shall have the manufacturer's name or trademark plainly stamped into or cast on the body.

B. Polyethylene Pressure Pipe (PE)

1. Polyethylene pipe and tubing, hereafter called "PE Pipe" or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet standard brass waterworks compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating in PSI for water at 73.4°F (160 PSI).
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

**PROPOSAL
LM #24-03
WATER AND SEWER SUPPLIES**

SECTION I - REPAIR CLAMPS AND TAPPING SADDLES (16 items)

Part A - Transition Coupling, Model 3501 or approved equal*

Size	Part Number	Unit Price	Manufacturer
¾ "x 4 ½"	411-00010501-003	23.96	Smith-Blair
1" x 5"	411-00013201-003	24.79	Smith-Blair
2" x 5"	441-00000263-900	41.74	Smith-Blair
6" x 6"	441-00000722-900	109.93	Smith-Blair

Part B - Full Circle Repair Band, Smith Blair 261 (or similar)

Size	Part Number	Unit Price	Manufacturer
2" x 7 ½" (2.35-2.63)	261-00023807-000	57.92	Smith-Blair
4" x 12 ½" (4.74-5.14)	261-00048012-000	113.93	Smith-Blair
6" x 12 ½" (7.27-7.62)	261-00072012-000	152.16	Smith-Blair
8" x 12" (9.27-9.67)	261-00094012-000	162.96	Smith-Blair

Part C - Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size	Part Number	Unit Price	Manufacturer
4" x ¾"	283-054031	44.50	ROMAC
6" x 1"	283-076041	51.75	ROMAC
8" x 1"	283-098041	61.50	ROMAC
12" x 1"	283-143841	77.50	ROMAC

Part D - Single Bolt Coupler

Size	Part Number	Unit Price	Manufacturer
4" - 4.46-5.60	860-54-0108-16	232.27	HYMAX
6" - 6.54-7.65	860-54-0163-16	307.60	HYMAX
8" - 8.54-9.85	860-54-2017-16	347.29	HYMAX
12" - 12.75-14.40	860-54-0334-16	630.87	HYMAX

SECTION II - BRASS FITTINGS - Lead-Free (38 items)

Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
¾" Compression (CC)	F1000-3-NL	38.25	Ford
1" Compression (CC)	F1000-4-NL	58.00	Ford

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description			
¾" Comp X Meter Connector	B43-232W-NL	52.75	Ford
1" Comp x Meter Connector	B43-344W-NL	97.00	Ford
1" Comp x ¾" Meter Connector	B43-342W-NL	87.25	Ford

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description			
¾" Comp x Comp	C44-33-NL	21.50	Ford
¾" Comp x Comp ball valve	B44-233W-NL	50.50	Ford
1" Comp x Comp	C44-44-NL	24.50	Ford
1" Comp x Comp ball valve	B44-344W-NL	101.00	Ford

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description			
¾"	C38-23-2-5-NL	11.50	Ford
1"	C38-44-2-625-NL	17.75	Ford

Part E - "U" Branch Connections (with ¾" LW meter stops assembled 7 ½" center)

Size & Description			
1" x ¾" x ¾"	UVBS43-42W-NL	165.08	Ford

Part F- Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description			
5/8" x 3/4" x 12"	V42-12W-NL	125.07	Ford
1" x 12"	V44-12W-NL	233.26	Ford

Part G - Standard Lead-Free Brass

Size / Nipples	Part Number	Unit Price	Manufacturer
¾" x close	NBR04CL	\$2.04	Matco-Norca
¾" x 2"	NBR042	\$2.57	Matco-Norca
1" x close	NBR05CL	\$3.01	Matco-Norca
1" x 6"	NBR056	\$9.56	Matco-Norca
2" x close	NBR08CL	\$8.98	Matco-Norca
2" x 6"	NBR086	\$21.62	Matco-Norca
2" x 12"	NBR0812	\$42.60	Matco-Norca

Part G - Standard Lead-Free Brass (Cont.)

Bushing	Part Number	Unit Price	Manufacturer
2" x ¾"	B-BU0804LF	\$12.42	Matco-Norca
1" x ¾"	B-BU0504LF	\$3.19	Matco-Norca
2" x 1"	B-BU0805LF	\$12.42	Matco-Norca

Reducers			
2" x ¾"	B-RC0804LF	\$21.81	Matco-Norca
1" x ¾"	B-RC0805LF	\$6.39	Matco-Norca
2" x 1"	B-RC0805LF	\$21.81	Matco-Norca

Tees			
¾"	B-T04LF	\$4.86	Matco-Norca
1"	B-T05LF	\$8.62	Matco-Norca
2"	B-T08LF	\$27.27	Matco-Norca

Couplings			
1"	B-CP05LF	\$4.86	Matco-Norca
2"	B-CP08LF	\$16.97	Matco-Norca

Plugs			
¾"	B-PL04LF	\$3.04	Matco-Norca
1"	B-PL05LF	\$3.96	Matco-Norca

Bends			
¾" 90 degree	B-L9004LF	\$3.96	Matco-Norca
¾" 45 degree	B-L4504LF	\$3.96	Matco-Norca
1" 90 degree	B-L9005LF	\$6.09	Matco-Norca
2" 45 degree	B-L4508LF	\$21.67	Matco-Norca

SECTION III - CAST IRON FITTINGS (20 items)

Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	Part Number	Unit Price	Manufacturer
2" MJ	S25	\$395.20	AVK
4" MJ	S65	\$624.53	AVK
6" MJ	S65	\$797.33	AVK
8" MJ	S65	\$1,268.80	AVK
12" MJ	S65	\$2,502.93	AVK

SECTION III - CAST IRON FITTINGS (Cont.)

Fire Hydrants - EJ, Mueller or American Darling	Part Number	Unit Price	Manufacturer
3' Bury MJ Connection		NO BID	
4' Bury MJ Connection		NO BID	
5' Bury MJ Connection		NO BID	

Tees / 45 / 90			
4" 90	DMB490	\$64.53	SIGMA
6" Tee	DMT66	\$151.56	SIGMA
6" 45	DMB645	\$85.56	SIGMA
6" 90	DMB690	\$105.60	SIGMA
8" Tee	DMT88	\$226.84	SIGMA
8" 90	DMB890	\$152.53	SIGMA
12" Tee	DMT1212	\$451.73	SIGMA
12" 90	DMB1290	\$325.11	SIGMA

MJ Gland & Gasket			
4"- PVC	SLCEP4	\$45.64	SIGMA
6"- PVC	SLCEP4	\$57.14	SIGMA
8" - DIP	SLDEP8	\$66.84	SIGMA
12" - DIP	SLDEP8	\$127.76	SIGMA

SECTION IV - POLYETHYLENE PIPE (3 items)

Tubing (CI160)	Part Number	Unit Price	Manufacturer
¾"	X4-75250100B	.50/LF	ADS
1"	X4-1250100B	.75/LF	ADS
2"	X4-2250100B	2.75/LF	ADS

SECTION V - CAST IRON CASTINGS (2 items)

Size & Description	Part Number	Unit Price	Manufacturer
Adjustable Valve Boxes "A" sections with lids	2000	\$67.50	SIP
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)	6505	\$103.17	SIP

SECTION VI - METER BOXES (4 items)

Plastic Meter Boxes and Solid Lids - 2-inch hole

Size & Description	Part Number	Unit Price	Manufacturer
Single Plastic Boxes & Lids	DFW1200-12-1T	19.50	DFW
Single Concrete Boxes & Lids	*ALT* DFW36C-12-1T	80.00	DFW
Solid Lids with 2" hole	DFW1200-1T-LID	8.50	DFW
Double Plastic Boxes & Lid	DFW1200X-12-1T2	20.00	DFW

SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS (34 items)

PART I - PVC for Water Service

Size & Description	Part Number	Unit Price	Manufacturer
4" C-900 CLASS 150		11.25/LF	Various
6" C-900 PVC CLASS 150		23.00/LF	Various
8" C-900 PVC CLASS 150		39.50/LF	Various
12" C-900 PVC CLASS 150		83.00/LF	Various

PART 2 - PVC for Sewer Service (S/W SCH 40)

Pipe	Part Number	Unit Price	Manufacturer
4" SCH 40		4.75/LF	Various
6" SCH 40		8.75/LF	Various
8" SCH 40		13.75/LF	Various

Fittings (Coupling)			
4"	429-040	\$5.56	STAN-ROBERTS
6"	429-060	\$17.56	STAN-ROBERTS
8"	429-080	\$32.77	STAN-ROBERTS
10"	429-100	\$85.96	STAN-ROBERTS
6" X 4"	429-532	\$21.96	STAN-ROBERTS
8" x 6"	429-585	\$56.21	STAN-ROBERTS
10" X 8"	429-628	\$242.63	STAN-ROBERTS

Tees			
4" x 4"	401-040	\$17.96	STAN-ROBERTS
8" x 6"	401-585	\$140.14	STAN-ROBERTS
6" x 6"	401-060	\$60.43	STAN-ROBERTS
6" x 4"	401-532	\$60.43	STAN-ROBERTS

PART 2 - PVC for Sewer Service (S/W SCH 40) (Cont.)

Inserta-Tees	Part Number	Unit Price	Manufacturer
4P SCH 40 6 SDR26	4IPS6HWS	\$197.68	ADS
4P SCH 40 8 SDR26	4IPS8HWS	\$197.68	ADS
6P SCH 40 8 SDR26	6IPS8HWS	\$325.96	ADS
6P SCH 40 12 SDR26	6IPS12HWS	\$325.96	ADS

Bends			
4" x 45 degree	417-040	\$15.76	STAN-ROBERTS
6" x 45 degree	417-060	\$38.92	STAN-ROBERTS
4" x 90 degree	406-040	\$12.09	STAN-ROBERTS

Clean Out w/ Plug			
4"	435-050 & D1145	\$20.00	STAN-ROBERTS
6"	435-060 & D1156	\$66.98	STAN-ROBERTS

Fernco's PVC- PVC			
4"	1056-44	\$4.90	FERNCO
6"	1056-55	\$10.48	FERNCO
8"	1056-88	\$16.12	FERNCO

Fernco's VCP - PVC			
4"	1002-44	\$4.90	FERNCO
6"	1002-66	\$10.48	FERNCO
8"	1002-88	\$16.12	FERNCO
10"	1002-1010	\$24.20	FERNCO

Warranty MFC WARRANTY

Delivery needed is one week/Delivery available STOCK TO 10 DAYS EXCEPT BRASS *SEE ATTACHED*

Supply Point 21371 US Hwy 59 N New Caney, TX 77357

* All substitutions will be submitted in writing and approved at the City of La Marque prior to shipment.

SIGNATURE PAGE
LM #24-03
WATER AND SEWER SUPPLIES

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ 13793.90 (Quantity - 1 each)

Coburn Supply Company, INC

Company Name



Signature

Jeffrey Wimp / Contract Administrator

Printed Name & Title

21371 US Hwy 59 N

Address

New Caney, TX 77357

City, State and Zip

281-354-0300

Phone

jwimp@coburns.com

E-Mail

10/11/23

Date

Acknowledgement of any and all addendums received:

Addendum #1  10/11/23

Addendum #2 _____

LA MARQUE
GATEWAY TO THE GULF
PUBLIC WORKS DEPARTMENT

**WATER & SEWER SUPPLIES
2024 ANNUAL BID
LM24-03**

ADDENDUM NO. 1

Bid Date

- The Bid Date for the Bid Submittal is hereby changed from September 27th to October 11th 2023



Coburn Supply Company, INC.
21371 US Hwy 59 N
New Caney, TX, 77339
10/11/2023

City of La Marque

Subject: Current Delay on Ford Brass

To whom it may concern

Over the past few years, we have encountered various challenges in our supply chain which has unfortunately led to continued delays from the manufacture. Current lead times at the time on this letter are around 8 months and expected to stay that way for the foreseeable future due to high demand and manufacturing issues with other brands of brass. initial orders could be delayed due to the lead time and backlog of Ford. We understand the importance of meeting your project timelines and assure you that we are taking all necessary steps to expedite the process. With guidance from your department, we will stive to keep needed items in stock and a limited stock any specialty items that you might use on a regular basis.

In our commitment is to minimize the impact of these challenges and to submit a bid that aligns with your project timelines. We have continued to increase stocking levels at our local warehouse and our distribution center of commonly used item. We will maintain open lines of communication with your department, providing regular updates on open orders and any potential delays to our delivery schedule.

We deeply regret any inconvenience these delays may cause, and we are grateful for your understanding and patience. Should you have any questions or require additional information, please feel free to reach out to me directly at jwimp@coburns.com or 281-354-0300.

Thank you for your consideration, and we appreciate the opportunity to serve the City of La Marque. We look forward to resolving these challenges and providing you with the reliable and high-quality service that you expect.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey Wimp', written over a light blue horizontal line.

Jeffrey Wimp
Contract Administrator
Coburn Supply Company, INC.



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 9.VII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Authorizing Atlas Copco Air Plan for Blower replacement at the Wastewater Treatment Plant (WWTP)

STAFF BRIEFING:

- City Council approved an Air Plan program with Atlas Copco on July 10, 2023 at an annual cost of \$21,362.52 for 5 years, totaling \$106,812.60
- The Agreement was reviewed by the Engineering, Legal and the Public Works Director; upon full review, a few minor changes were made to ensure that the City obtained the optimal services for the Air Plan - the changes pertained to service intervals and annual runtime of the blower.
- The revised Air Plan with the modified services is \$24,962.52 annually (\$3,600 increase) - resulting in a 5-year expense of \$124,812.60

HISTORY:

July 10, 2023 - City Council approves the proposed Air Plan Agreement for Blower Operation at the WWTP

September 5, 2023 - Atlas Copco submits revised Air Plan Agreement

FISCAL IMPACT:

\$24,962.52 Annually over 5-years; total amount is \$124,812.60 (\$18,000 increase from previously approved Agreement)

RESOLUTION NO. R-2023-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING A BLOWER REPLACEMENT**

WHEREAS, on or about July 10, 2023 City Council approved an Air Plan Program with Atlas Copco for a total of \$106,812.60

WHEREAS, after review by the city's Legal, Engineering, and Public Works leadership, minor changes were made to ensure that the city obtained optimal service for the Air Plan

WHEREAS, the aforementioned changes pertained to service intervals and the annual runtime of the blower

WHEREAS, the revised Air Plan with modified services results in a \$3,600 annual price increase, resulting in a new total of \$126,812.60

WHEREAS, this new total is reflective of an \$18,000 increase over a 5-year period

**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 revised Air Plan Agreement described in the attached Exhibit 1.

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 of La Marque

Attn: Rick Sailer
1111 Bayou Rd
La Marque TX 77568-4160
R.Sailer@cityoflamarque.org
AIRPlan Quote # 042023CITYX26

Dear Rick Sailer,

Thank you for your inquiry. We are pleased to provide our quotation for **AIRPlan** services. **AIRPlan** is designed to provide our customers with worry-free operation using the highest efficiency equipment, while ensuring maximum availability. Atlas Copco will relieve the burden of asset management and maintenance planning by assuming the responsibility of delivering the compressed air.

You will be notified when service is due, and a mutually suitable date will be arranged. This will significantly reduce the chance of breakdown as potential problems will be recognized in advance. Appropriate preventive measures will be taken before any problems occur and production is jeopardized.

Atlas Copco is always available to provide you solutions for all your compressed air needs, from generation to point of use while guaranteeing the best performance for your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Best regards,

Thomas McDaniel
Service Sales Manager
Phone: 832-285-4145
Email: Thomas.mcdaniel@atlascopco.com

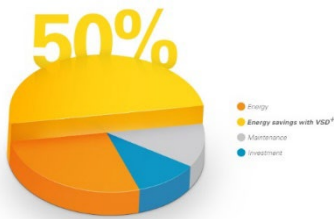
Atlas Copco Compressors LLC
300 Technology Center Way, Suite 550
Rock Hill, SC 29730 USA

AIRPlan is a complete solution combining Atlas Copco equipment and full service. This allows you to focus on your business through reliable compressed air supply and a flexible contract.

A Complete Air System

AIRPlan uses the most efficient Atlas Copco compressor technologies, like VSD⁺ (Variable Speed Drive), for the supply of compressed air. If required, our compressors can be equipped with dryers and filters to achieve clean and dry compressed air quality.

Energy saving



AIRPlan gives you access to the best performance and lowest energy consumption due to VSD⁺ technology. By monitoring the system pressure and the compressor output, VSD⁺ technology continuously adjusts the compressed air flow to match your demand.

A Full Service

We deliver on-time preventive maintenance by expert engineers using genuine Atlas Copco parts. This is your best guarantee for uninterrupted performance at the highest efficiency levels.

Benefit from:

- Full coverage of repairs and breakdown interventions.
- Priority support with a guaranteed response time.

Atlas Copco Full Service and Maintenance consisting of:

- **Genuine parts**: All parts, kits and lubricants for carrying out scheduled maintenance as described in the instruction manual, as well as parts for unexpected issues.
- **Technical labor**: Atlas Copco trained and certified service technicians to perform all preventive and corrective maintenance.
- **Travel costs**: Including travel time, mileage, meals and hosting when needed.
- **Planned Maintenance**: Scheduled one week in advance at a mutually agreed designated time during normal business hours. Preventative Maintenance parts and/or service parts will be drop-shipped to the equipment site for work to be completed by Atlas Copco Technicians.

Full Control of Costs

AIRPlan consists of one monthly fee based on estimated running hours for the Equipment that best suits your operation. At the end of each year, the exact number running hours will be recorded using SMARTLINK monitoring.

Pricing Summary

Actual Annual Running Hours < Estimated Yearly Running Hours (Table 1 Below) -

AIRPlan Monthly fee up to Estimated Yearly Running Hours

**Less than Estimated Yearly Running Hours – If actual running hours are less than estimated plan hours annually, there will be no refund and/or credits.*

Actual Annual Running Hours > Estimated Yearly Running Hours (Table 1 Below) -

When Actual Annual Running Hours exceed Estimated Yearly Running Hours, the Variable Charge per Excess Running Hour will be multiplied by the excess number of running hours and invoiced at the anniversary of the **AIRPlan** agreement.

- If **AIRPlan** includes 8000 Estimated Yearly Running Hours, Variable Charge Per Excess Running Hour does not apply.

Invoicing – What to Expect

- **Monthly:** **AIRPlan** Monthly Fee plus any Add-Ons to be invoiced each month.
- **Once per year** in **AIRPlan** Anniversary Month (if applicable):
 - Variable Charge for Excess Actual Running Hours over Estimated Yearly Running Hours multiplied by Variable Charge Per Excess Running Hour.

Installation

- Installation is the responsibility of the Customer, unless **AIRPlan** Add-ons apply.
- If Customer chooses Add-on option where Atlas Copco is responsible for the installation of the Equipment, the cost of initial installation is amortized and included in the monthly fee for the first 12 months.
- Customer is responsible for de-commissioning and de-installation of the Equipment at the end of the contract period or at termination.

Flexibility – Right Size at the Right Time

At the end of the 5 Year **AIRPlan** duration if your production demand increases, you can upgrade your Equipment or in case of decreased compressed air demand, it is possible to downsize your equipment. By continuously monitoring your consumption, we make sure that your compressor room remains the best fit for your compressed air needs.

SMARTLINK – Remote Monitoring and Analysis

AIRPlan includes SMARTLINK Energy license. We monitor the equipment 24/7, so that you don't have to.

Plan Duration

- **AIRPlan** is a 5 year agreement. Pricing is locked for the duration of the agreement. Early termination fees will apply to cancellations prior to end of 5 year agreement.

What Happens After 5 Years?

At the end of the first 5 year contract, there are three options available for the **AIRPlan** system.

1. **Renew the AIRPlan Contract with existing equipment** – If the equipment is still properly sized at the end of 5 years, the agreement can be renewed upon mutual agreement with new pricing as well as a new purchase order from the customer.
Renewal is at the discretion of Atlas Copco based on equipment condition
2. **Renew the AIRPlan Contract with new equipment** – Within 6 months Prior to the end of the 5 year contract, at Customer's request an assessment of the system may be preformed to determine if equipment is still acceptable for the demand. At this time, if a change of equipment is needed (smaller or larger) a new proposal will be provided. Pricing will be subject to change and new pricing as well as a new purchase order from the customer will be required. Once agreed upon, coordination of exchange of old equipment with new equipment will start.
3. **Purchase of the AIRPlan equipment** – Customer will be able to purchase the equipment at Fair Market Value any time after 36 months from start of contract has been met. A 10% discount will be given for each year the **AIRPlan** contract was in place. The discount will be taken from the sell price of the equipment at the time of buyout. (Ex. 5 years on **AIRPlan** would yield 50% off the sell price of the equipment at the time of buyout. 3 years on **AIRPlan** would yield 30% off the sell price at the time of buyout.)

Table 1 - Pricing and Services Summary

Summary of Contract Period

Period	Monthly Invoice Amount
Months 1-60 <i>AIRPlan</i> Equipment	\$2,080.21

AIRPlan Equipment - Monthly

Machine Description	Estimated Yearly Running Hours	Service Type	Plan Duration	Monthly Fixed Charge	Variable Charge Per Excess Running Hour
ZB5 VSD 140 (Air Cooled) (8152191481)	4380	<i>AIRPlan</i>	5 Year Agreement	\$2,080.21	\$3.44

*Pricing includes freight. Pricing does not include installation, any Add-ons (unless otherwise agreed upon) or applicable taxes. If **AIRPlan** Add-ons option is used and included in this plan, details are outlined in the section titled “**AIRPlan Add-ons**” above.*

This quote is valid for **30 days** from generation.

Equipment Ship To Address _____

Atlas Copco **AIRPlan** TERMS AND CONDITIONS form an integral part of this quotation.

Customer Acceptance	Purchase Order & Billing Information
Signature _____	PO Number _____
Printed Name _____	PO Duration _____
Title _____	First invoice is issued within 30 days after delivery and then monthly for the duration stated above.
Date Signed _____	

By signing this agreement, you are authorizing Atlas Copco Compressors LLC to automatically invoice as detailed above, using the PO number and invoicing frequency.

Atlas Copco Approval	
Signature _____	Printed Name _____
Date _____	Title _____

AIRPlan TERMS AND CONDITIONS (Annex 1)

1. Definitions

1.1 In this Agreement, the following terms shall have the meanings set opposite, unless the context otherwise requires:

"AIRPlan Add-ons" or **"Add-ons"** means any additional options listed in **AIRPlan** Add-Ons section of the Table 2 of the Quotation;

"Commencement Date" means the date that is 30 days after Equipment is delivered to Customer;

"Company" means Atlas Copco Compressors LLC (a Delaware limited liability company having its principal place of business at 300 Technology Center Way, Suite 550, Rock Hill, South Carolina 29730, USA);

"Company's Depot" means the depot located at 11313 Steele Creek Rd., Charlotte, North Carolina 28273;

"Contract Period" means the period from the Date of Commencement to the Date of Termination as specified in the Order;

"Customer" means the person, firm, company or other legal entity ordering the Equipment and Services, including the ultimate client of the Customer;

"Date of Delivery" means the date of delivery of Equipment at Site;

"Date of Termination" means the time at which the Equipment is returned to the Company and which is 36 months after the Commencement Date;

"Equipment" means any type of machinery or equipment whatsoever provided by the Company to the Customer on a rental basis and any part or parts thereof and includes spare parts, fuel and tools issued and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;

"Fixed Charge" means the charge payable by the Customer irrespective of the number of running hours of the Equipment;

"Installation Charge" means the charge for installing the Equipment at the Site;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names, domain names, rights to goodwill, rights in designs, rights in computer software (including source code and object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world;

"Invoice" means an invoice issued by the Company to the Customer in accordance with Section 6 below;

"Normal Business Hours" means Monday to Friday 8am to 5pm, excluding local and public holidays;

"Order" means the order from the Customer to the Company confirming that the Customer will proceed with the use of the Equipment on the terms set out in the Quotation and this Agreement;

"Quotation" means the quotation submitted by the Company to the Customer for the use of the Equipment and Services and any subsequent written amendment thereto;

"Services" means the services to be performed by the Company in accordance with the terms and conditions of the Agreement and as listed in the Quotation;

"Site" means the site at which the Equipment will be located and utilized as intimated to the Company by the Customer;

"Variable Charge" means the charge payable by the Customer calculated on the number of running hours of the Equipment.

1.2 The singular form includes the plural and vice versa. The masculine gender includes the feminine gender. Reference to persons includes companies and other forms of legal entity. Headings are for reference only.

1.3 This Agreement, together with the Quotation and any other documents referred to herein, constitutes the entire agreement between the Company and the Customer with respect to the use of Equipment and Services, superseding all proposals, negotiations and counter-proposals. The Company and the Customer acknowledge and agree that in entering into this Agreement, and any documents referred to herein, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty.

1.4 The terms and conditions of this Agreement shall override any terms and conditions of purchase or rental of the Customer including, but not limited to, those included by the Customer in its acceptance of this Agreement or posted by the Customer on its internet site. Any special conditions stated on the front of this Agreement or any Quotation shall apply equally with the terms of this Agreement except that, in the event of any conflict, the special conditions shall prevail.

PROVISIONS APPLICABLE TO BOTH USE OF THE EQUIPMENT AND THE SERVICES

2. Duration of the Agreement

This Agreement shall enter into force from the Date of Commencement and shall continue until the Date of Termination.

3. Variations

3.1 The Customer may issue written requests to the Company to make a variation to the Quotation or Order only after a minimal duration of **36 months** after the Commencement Date. The Company shall be entitled to a reasonable amount of time to review and/or reject the proposed variation in its sole discretion. If in the negotiation of a variation, the Company incurs cost and expenses, the Customer shall be responsible for such costs and/or expenses.

3.2 Any commercial adjustment to the Fixed and/or Variable Charge resulting from any proposed variation shall be valued at the appropriate Fixed and Variable Charge set out in the Quotation or Order. Any commercial adjustment to the Fixed and/or Variable Charge shall be detailed in the variation communications annually.

3.3 A variation shall not be binding on the Company until such time as it is agreed and signed by an authorized representative of the Company.

4. Order postponement / cancellation

Customer may postpone or cancel an Order for Equipment before mobilization of the Equipment without penalty upon written notice to Company.

5. Non-Solicitation

The Customer and/or its clients or associates shall not solicit or entice away or endeavor to solicit or entice away any individual person(s) who is employed or engaged by the Company as an employee, consultant or other role and with whom the Customer has had any dealings with during the Contract Period and for a period of six months thereafter.

6. Fixed, Variable, and Add-on Charges

6.1 Unless otherwise agreed in the Order, the Company shall send an Invoice to the Customer for 1/12 of the Fixed Charge every calendar month in arrears and the Customer shall pay all sums due under the Invoice within thirty (30) days of the date of the Invoice. The first Invoice will be issued 30 days after the Date of Delivery. The Variable Charge, if any, shall be invoiced to the Customer once a year on the anniversary of the Commencement Date. The Fixed and Variable Charge shall be paid to the Company to the bank account as stated on the Invoice. In addition, the Customer will pay taxes on services provided at the rate for the time being in force, wherever applicable. All sums due hereunder shall be paid in US Dollars, unless otherwise agreed between Parties. All payments to be made by either party under this Agreement shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

6.2 If Add-ons are not included within the scope of this Agreement, Customer shall be responsible for arranging the installation of the Equipment at its cost, and shall be responsible for the Fixed Charge and Variable Charge (if any) as set out in the Quotation.

6.3 If Add-ons are included within the scope of this Agreement and are performed by Company, then Add-on Charges are amortized for 12 months after the Date of Commencement as set out in the Quotation and shall be payable by Customer in addition to the Fixed Charge and Variable Charge (if any). In the event Customer and Company mutually agree to up- or down-scale the Equipment prior to the expiration of the Date of Termination, Add-on Charges shall be the responsibility of the Customer and shall be paid in full prior to installation of new Equipment.

7. Non-payment of Fixed, Variable or Add-on Charges

In the event of the Customer failing to pay the Fixed, Variable, and/or Add-on Charges on the due date in terms of Section 6 above then, without limiting the Company's other rights to terminate the Agreement in accordance with Section 13 below, interest will be charged on the outstanding Fixed, Variable, and Add-on Charge at the monthly rate of 1.5% (18% per annum) or maximum rate allowed by law, whichever is lower. In the event of the Company being required to recover the Fixed, Variable, and/or Add-on Charge by due process of law, the Customer shall be responsible for all legal fees and expenses incurred by the Company in recovery of all sums outstanding.

8. Limitation of Liability

8.1 UNLESS OTHERWISE STATED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF REVENUE OR TURNOVER, LOSS OF OPPORTUNITY, LOSS OF MANAGEMENT TIME AND LABOR COSTS ARISING OUT OF THE IMPLEMENTATION, PERFORMANCE OR OBSERVANCE OF ANY OF THE TERMS OF THIS AGREEMENT OR THE EQUIPMENT, ITS OPERATION OR USE.

8.2 Except for each party's indemnity obligations under Section 12, neither party's liability to the other party under any theory of recovery arising from or related to this Agreement or breach thereof shall exceed the amount received by Company from Customer under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

8.3 Except to the extent directly attributable to the Company's negligence or is otherwise set forth herein, the Company shall not be liable in respect of any claims, losses, damages, costs, expenses and liabilities suffered, sustained or incurred by the Customer resulting from (1) any infringement or alleged infringement by the Company or those for whom they are responsible in law of any Intellectual Property Rights of any third party or the Customer or (2) pollution emanating from the Equipment or other property (a) of the Company whether owned, leased or hired or (b) of a third party, whether owned, leased or hired, where such property is made available to the Customer pursuant to this Agreement, and associated clean up costs, arising out of or in connection with the performance of this Agreement and whether or not contributed to or caused by the negligence or breach of duty (whether statutory or otherwise) of the Company.

8.4 For the avoidance of doubt, neither party hereby excludes or limits its liability for fraud or willful misconduct or for death or personal injury to the extent caused by its negligent acts or omissions.

9. Insurance

The Customer will, during the Contract Period, insure the Equipment with an insurance company of good repute for its full reinstatement value against loss or damage from all commercial risks (including third party or public liability risks) and against such other or further risks relating to the Equipment as may be required by law. Such insurance policies shall be primary and non-contributory, shall include a waiver of subrogation against the Company and evidence of such coverage shall be provided to Company.

10. Ownership of Plans

Any plans, documents, drawings, specifications, diagrams, formulae, calculations, cost details or other information, tools or materials ("Plans") supplied by the Company to the Customer shall belong to the Company and must be returned to the Company on demand. No alterations of any kind may be made to the Plans without the Company's prior written approval and the Company accepts no liability for the consequences of any unauthorized alteration. Any and all Intellectual Property Rights in the Plans shall remain the exclusive property of the Company (or of any third party from which the Company may have obtained the Plans) at all times and no unauthorized copying or use of the Plans may be made.

11. Licenses, Approvals etc.

The Customer is solely responsible for obtaining and complying with all licenses, approvals, permits and authorizations, of whatever nature, which are necessary to enable the Equipment to be used for the purpose for which it is used and will indemnify the Company against any failure to do so.

12. Indemnity

12.1 Indemnity by Company. Company shall indemnify, defend and save Customer harmless from and against all claims, demands, causes of action, damages, costs and liabilities (including reasonable attorney's fees) on account of personal injury, including death, or property loss or damage to the extent resulting from (a) negligent performance of any work or activity by the Company, its employees, or agents on Customer's premises; (b) defects in the Equipment or (c) the negligent operation or use of any property belonging to or under control of the Company. The Company shall not be responsible for any other loss, injury or damage, arising out of (1) Customer's operation or use of the Equipment in a manner that is contrary to the Company's written instructions or guidelines; (2) damage to any property of Company which has been used in a manner contrary to Company's written instructions or outside of Company's reasonable supervision or control; (3) the activities or negligence of any third party with the exception of the Company, its employees, agents or those for whom it is responsible in law; and (4) the property of the Customer or any third party.

12.2 Indemnity by Customer. The Customer shall indemnify, defend and save Company harmless from and against all claims, demands, causes of action, damages, costs and liabilities (including reasonable attorney's fees) arising out of (1) any damage to or accident involving the Equipment, its operation or use, except as set forth in Section 12.1; or (2) any negligent act or omission on the part of the Customer, its employees, agents or those for whom the Customer is responsible in law; or (3) any damage to or accident involving property belonging to the Company where such property has been operated or used in a manner contrary to the Company's written instructions or guidelines or outside the Company's reasonable supervision or control; and (4) the operation or use of any property belonging to the Customer or any third party.

13. Termination

13.1 Customer may not terminate the Order in the first 36 months after the Commencement Date. If terminated, Customer shall be responsible for termination fees in the amount of the full Fixed Charge remaining until the expiration of the 36 month period plus any Add-on Charges (if applicable).

13.2 Following the initial 36-month period, Customer may terminate the Contract at any time upon providing a written notice to Company no later than six (6) months in advance of the anticipated Date of Termination.

13.3 In the event of this Agreement coming to an end for any reason whatsoever, the Company is hereby irrevocably authorized to peaceably enter onto the premises of the Customer upon prior notice and during normal business hours to repossess the Equipment, and any other equipment of the Company in the Customer's possession or under its control.

13.4 The Company may, without prejudice to any other right or remedy which may be available to it, terminate this Agreement immediately by written notice to the Customer if:

- (1) the Customer fails to pay any Fixed or Variable Charge or other sum due under the terms of the Agreement within thirty (30) days after its due date; or
- (2) the Customer sublets or pledges the Equipment to a third party, or vests any right with regard to the Equipment to such third party, without the prior written approval of the Company; or
- (3) the Customer fails to insure the Equipment to the amount of its full reinstatement value against all risks; or

- (4) the Customer commits a material breach of this Agreement which breach is not capable of being remedied, or which breach is not remedied within 30 business days after the service of written notice from the Company requiring it to do so; or
- (5) the Customer fails to use the Equipment in accordance with operating manuals; or
- (6) any distress, execution or other legal process would be levied on or against the Equipment or any part thereof or against any premises in which the Equipment is used; or
- (7) the Customer goes into liquidation or bankruptcy, would call any meeting of creditors or appoint a receiver in respect of any of its undertakings or assets.

14. Confidential Information

Neither party shall, during and after termination of this Agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature. Each party shall on demand and on termination of this Agreement surrender to the other party all materials relating to such confidential information in its or its personnel's, agents' or representatives' possession.

15. Force Majeure

Although the Company will use all reasonable endeavors to discharge its obligations under this Agreement in a prompt and efficient manner, the Company shall not be in breach of this Agreement, nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its control, including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labor or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

16. Exclusion of Warranties

Except as expressly provided in this Agreement, Company provides no further warranties on the Equipment or Services hereunder. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

17. Assignment and sub-contracting

17.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of this Agreement, or any document referred to in it, or purport to do any of the same.

17.2 The Customer shall not subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent without the prior written consent of the Company. The Customer shall in all cases retain sole responsibility for its performance of the task assigned to it under this Agreement, regardless of the use of authorized subcontractors. The Customer is acting on its own behalf and not for the benefit of another person.

18. No waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. Severance

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Delaware excluding its conflict of law principles.

21. Dispute Resolution

Any dispute, controversy or claim arising out of, or in connection with this Agreement or the breach, termination or invalidity thereof, shall be finally settled by binding arbitration before one arbitrator selected in accordance with the American Arbitration Association (or any like organization successor thereto) in New York, in accordance with the American Arbitration Association's Commercial Arbitration Rules. Arbitration will take place in New York. The arbitration proceedings and the arbitral award shall be confidential and involved persons on both sides are pledged to secrecy.

SPECIFIC PROVISIONS RELATING TO THE USE OF THE EQUIPMENT

22. Provision of Equipment and Risk of Loss

22.1 Where the Company is unable to provide the Equipment in accordance with an Order or written instructions for the Customer in a timely manner, the Company shall give advance notification to the Customer of its inability to provide the Equipment. The Customer will not be afforded any commercial compensation for the Company's inability to provide the Equipment in accordance with this condition.

22.2 Unless otherwise agreed between the Parties, the Customer shall be solely responsible for the safe unloading and loading of the Equipment at the Site. Any employees supplied by the Company or any third party assisting the Customer shall be deemed to be under the Customer's control and shall comply with the reasonable directions of the Customer.

22.3 Subject to the terms of this Agreement, the risk of loss, theft, damage or destruction for the Equipment supplied by the Company to the Customer shall pass from the Company to the Customer upon delivery in accordance with the conditions stated in the Quotation. The Equipment shall remain at the sole risk of the Customer during the Contract Period. For the avoidance of doubt, once risk in the Equipment has passed to the Customer, in the event of loss of or damage to the Equipment which prevents the operation of the Equipment, the Fixed Charge will continue to apply until the Date of Termination.

23. Care and Maintenance

23.1 Except as covered by Company's indemnity obligations under Section 12.1, the Company accepts no other responsibility for loss or damage to the Equipment or any part of the Equipment from the Commencement Date until return of the Equipment on the Date of Termination.

23.2 In the event the Equipment or any part thereof is lost or damaged during the Contract Period (fair wear and tear excepted), the Customer will be invoiced for (1) the full reinstatement value as new of the Equipment (or part thereof) or the cost of repairs to the Equipment (whichever being applicable), and (2) the full Fixed Charge for (i) the period up to the Date of Termination, or (ii) the period up to the date at which the full replacement value of the Equipment (or part thereof) or the cost of repairs to the Equipment is paid to the Company, whichever is later, and (3) all associated costs of the Company (including, but not limited to, rental, transport, and legal fees).

23.3 The Customer shall not use the Equipment or any part of the Equipment for any purpose beyond its capacity or agreed operational running period or in a manner likely to result in undue deterioration. It shall be the responsibility of the Customer to ensure that all Equipment is fully suitable for the purpose for which it is required and that it remains so during the Contract Period.

23.4 The Customer agrees that it will not:

- (i) without the prior consent of the Company, effect any mechanical or other modifications to the Equipment or any part of the Equipment or make any alterations or additions (for the avoidance of doubt, any such additions, alterations or modified parts (whether with or without consent) shall become part of the Equipment and shall belong to the Company);
- (ii) remove or interfere with any identification marks or plates affixed to the Equipment nor attempt or purport to do so nor permit the same;
- (iii) deface the paintwork or bodywork of the Equipment nor add or erect any painting, signwriting, lettering, or advertising to or on the Equipment;
- (iv) suffer or permit the Equipment or any part of the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment or any part of the Equipment is so confiscated, seized or taken, the Customer shall notify the Company and the Customer shall at its sole expense use its best endeavors to secure an immediate release of the Equipment and shall indemnify the Company on demand against any resulting losses, costs, charges, damages and expenses;
- (v) use the Equipment or any part of the Equipment for any unlawful purpose;
- (vi) do or permit to be done anything which could invalidate the insurances referred to in Section 9.

23.5 The Customer shall ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment.

23.6 The Customer is responsible for ensuring that the Equipment is used in accordance with the manuals issued by the Company and installed in accordance with any statutory regulations, codes of practice, guidelines or recommendations about working loads relating to the Equipment and shall indemnify the Company, its agents, employees and contractors against all fines, penalties, and liabilities imposed on the Company its agents, employees and contractors or arising in respect of any noncompliance or contravention of any such statutory regulations, codes of practice, guidelines or recommendations, together with any proper and reasonable costs and/or expenses relating thereto and incurred by the Company.

23.7 For the avoidance of doubt, the Customer will be liable to the Company for destruction of or damage to the Equipment or any part of the Equipment as set forth in Section 12.2.

23.8. In the event Equipment is not operable for a period longer than 30 days through no fault of the Customer, Customer may be entitled to a credit of up to 75% of the Monthly Charge for a maximum of three months.

24. Ownership

During the Contract Period, the Equipment shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement). Customer will keep the Equipment free and clear of all liens, levies, and encumbrances.

25. Sub-Letting

The Customer shall not sub-let the Equipment or any part of it without the prior written consent of the Company. The Customer shall not sell, assign, mortgage, or otherwise dispose of or part with possession of the Equipment or part thereof or charge the benefit of this Agreement nor attempt or purport to do so.

26. Change of Site

The Customer shall not move the Equipment from the Site without the Company's prior written consent.

SPECIFIC PROVISIONS RELATING TO THE SERVICES

27. Provision of Services

27.1 During the Contract Period, the Company shall, depending on the number of running hours, perform periodical inspection and maintenance of the Equipment and perform the repair of any defects on the Equipment as well as any other task included in the definition of Services. This will include the repair or replacement of parts of the Equipment if such is the result of normal use of the Equipment under the indicated conditions and in as far the Customer can prove that the instructions of use of the Equipment given by the Company are strictly followed.

27.2 The Services shall be provided at such times as indicated in the Quotation or in case of breakdown.

28. Personnel

For the performance of the Services, the Company shall supply personnel whom they reasonably believe to be competent in the operation of the Equipment. Such personnel shall perform their duties with reasonable care and skill.

29. Data monitoring

The Equipment will contain a data monitoring system, called SMARTLINK. The data obtained through SMARTLINK will be used by the Company or any third party acting on behalf of the Company only for the purpose of customer service. The data can only be read, but the Company cannot direct the Equipment from a distance. The Company takes reasonable measures to prevent unauthorized use of the data obtained. SMARTLINK is provided "as is" and without any warranty. Additional terms and conditions are set forth in SMARTLINK Data Monitoring Terms and Conditions, which will be provided to Customer upon request.

30. Inspection and Servicing

30.1 The Customer shall afford the Company access to the Equipment at all reasonable times for the purpose of inspection, testing, adjusting, repairing or replacing the Equipment if necessary.

30.2 The Customer will be notified in advance if any preventive maintenance is to be performed.

30.3 Daily routine maintenance and inspection in accordance with the instruction manual (i.e. oil level, temperature, water conditions and quality, condensate drain) along with any other specific instructions intimated to the Customer is the responsibility of the Customer. All costs incurred as a result of damage caused by failure to carry out routine maintenance will be charged to the Customer. Records of service activities undertaken by the Customer at Site must be maintained and supplied to the Company on demand.

31. Breakdown

31.1 Any breakdown at the Site or unsatisfactory working performance of any part of the Equipment will be identified via SMARTLINK or must immediately be reported to the Company. Oral communication shall be accepted to facilitate timely action, however full details of any breakdown must be confirmed in writing. Any claim for breakdown allowance or rebate will only be considered when supported by a fully documented history of events from the time of breakdown to reinstatement. Except as set forth in Section 23.8, Customer is not entitled to discounts or allowances for any period of time that any item of Equipment is not fully operational.

31.2 The Company shall not be liable to the Customer for any direct, indirect or consequential loss incurred due to any breakdown of the Equipment at the Site howsoever arising.

32. Obligations of the Customer

Unless otherwise agreed upon in writing or the **AIRPlan** Add-ons plan is within scope, Customer shall:

- Provide all the electrical installation according to the Equipment Instruction Manual and follow the recommendations for the compressor room and environment;
- Provide construction or modifications on the compressor room, ducts for electrical cables and other purposes as well as water facilities if needed and all installations other than compressed air system;
- Prepare all piping installation necessary for the passage of compressed air from the compressor room to the place of consumption;
- Perform the inspection / daily and weekly maintenance of the Equipment as indicated in the Equipment Instruction Manual;
- Not by itself or through the use of third parties service or repair or attempt to service or repair the Equipment without prior written consent of the Company;
- Provide adequate ventilation and keep the area around the Equipment clean;
- Inform the Company immediately of any changes in operation or in site conditions and any problems in the functioning or failures that may influence the proper functioning of Equipment;
- Operate the Equipment in accordance with the Instruction Manual so as to avoid excessive wear and tear;
- De-commission and uninstall the Equipment at the end of the Contract Period.

RESOLUTION NO. R-2023-0043

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING A BLOWER REPLACEMENT**

WHEREAS, The current situation at the Waste Water Treatment Plant is at a critical stage, with only one Aeration Blower in operation.

WHEREAS, The City contracted with Altas Copco to repair Blower #1 during the last year, but unfortunately, the Blower expense to get the unit back in operation is not economically justified.

WHEREAS, The Waste Water Treatment Plant is required to have redundancy for aeration operations which is the most critical operation at an Activated Sludge Waste Water Treatment Plant.

WHEREAS, A unique option has been presented to the City by Atlas Copco, the company the city purchased the secondary unit from in 2018.

WHEREAS, Atlas Copco has offered an agreement for their Air Plan Program, a rental program insuring reliability for the next 5 years for a total of approximately \$107,000 in lieu of a replacement unit which would be a greater expense.

WHEREAS, The City is currently in the process of design and construction of a Waste Water Treatment Plant Expansion project and City Staff recommends the Air Plan o

**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 Air Plan Agreement described in the attached Exhibit 1, and associated installation and integration costs not to exceed \$50,000 are ratified.

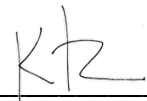
In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or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

of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 10th day of July 2023.



Kierra Nance, TRMC
City Clerk



Keith Bell
Mayor

RESOLUTION NO. 2023-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
REJECTING ALL SUBMISSIONS FOR ASSOCIATE JUDGE**

WHEREAS, on or about August 28, 2023, The City of La Marque authorized the publication of RFQ 23-01; and

WHEREAS, on September 13, 2023, 2 bids were received by the City of La Marque; and

WHEREAS, upon further review and consideration of the proposal submission, it is determined to be in the best interest of the City to reissue the Request for Qualifications.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. In the best interests of the City of La Marque and its citizens to reject all submissions for the Associate Judge position and it is hereby authorized for republish with a clarified location setting.

Section 3. The City Manager is hereby authorized to republish RFQ 23-01 and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and project.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the _____ day of _____ 2023.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra Nance, City Clerk
City of La Marque, Texas



**REQUEST FOR QUALIFICATIONS
FOR
CITY OF LA MARQUE, TX
MUNICIPAL COURT
ASSOCIATE JUDGE**



Cover Letter

The undersigned hereby certifies that he/she understands the Request for Qualifications (RFQ) has read the document in its entirety and understands the provisions set forth in this document. The following information must be filled out in its entirety for the response to be considered.

Name: _____

Office Address: _____

Home Address City: _____

Office Phone: _____ Cell Phone: _____

Email Address: _____

Please answer the following:

- | | | |
|---|-------|----|
| 1. Juris Doctorate Degree | Yes | No |
| 2. From what institution | _____ | |
| 3. Currently Licensed with State Bar of Texas | Yes | No |
| 4. Number of years practicing law in State of Texas | _____ | |
| 5. Number of years criminal trial experience | _____ | |
| 6. Number of years juvenile trial experience | _____ | |
| 7. Clear grievance record | Yes | No |

Signature

Date

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

**REQUEST FOR QUALIFICATIONS FOR
CITY OF LA MARQUE
MUNICIPAL COURT ASSOCIATE JUDGE**

I. Summary:

The services of the Municipal Court Associate Judge are contracted by the City Council. The Associate Judge presides, when the Presiding Judge is unavailable, over Municipal Court sessions to administer justice in the disposition of cases involving ordinance or statutory misdemeanor violations within the jurisdiction of the Municipal Court. The Associate Judge also performs magistrate duties, including magistrate of prisoners as required by law.

After considering information provided during the application process, the City will select the individuals who are the most qualified and who will provide the best services for the City, on the basis of the selection criteria stated in this RFQ, the results of subsequent responder interviews, if any, and any other reasons deemed by the City to be in the best interest of the City.

Any inquiries concerning the request for qualifications should be submitted to www.bidsubmit.cityoflamarque.org.

The Associate Judge appointed by the La Marque City Council will work as an independent contractor. The Associate Judge will hear cases and perform his or her duties as assigned by the Presiding Judge.

The City reserves the right to retain all statement of qualifications (SOQ) submitted. The City operates under applicable public disclosure laws. Proprietary information must be identified and will be protected to the extent that is legally possible.

Submission of qualifications indicates acceptance by the individual of the conditions contained in the request for qualifications, unless clearly and specifically noted in the SOQ submitted and confirmed in the contract between the City and the respondent.

II. Essential Job Functions:

- Performs Municipal Judge duties as outlined in Texas State Law, subject to assignment by the City Council, including but not limited to:
 - Presides over Municipal Court for class “C” misdemeanors; holds court sessions to hear persons accused of violating city laws, ordinances and other misdemeanor violations within the jurisdiction of the Municipal Court.
 - Presides over juvenile cases.
 - Determines innocence or culpability (when hearing cases without a jury) and levies fines or bail commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances.

- o Directs jurors in trial cases on proper interpretation of law.
 - o Coordinates court activities and judicial policy with City Prosecutor, City Manager, City Attorney and City employees assigned to the Municipal Court and other outside agencies as needed.
 - o Reviews and signs court related paperwork in a timely and efficient manner to promote efficient and effective court operations and collections.
- Performs Magistrate duties as outlined in Texas State Law and City Ordinance, including but not limited to:
 - o Issues warrants, summons, magistrate warnings, etc. Performs magistrate duties with prisoners, sets bonds, and conducts emergency protective order hearings. Reviews and signs affidavits for search and arrest warrants. Reviews affidavits for sufficiency of facts and determination of the existence of probable cause to issue search and arrest warrants. Determines if the objects of search warrants are appropriate, if the warrants are being requested in a timely manner, and if the scope of each warrant is appropriate.
 - o Gives proper warning to juvenile offenders before they give confessions while in police custody.
 - o Advises inmates of their rights, sets bonds, and accepts pleas.
 - o Presides over stolen property hearings and other magistrate duties as required by law.
 - o Signs various paperwork such as arrest warrants, search warrants, appeal bonds, affidavits, judgments and dismissals, etc.
 - Performs legal research as needed.
 - Completes mandatory continuing education requirements for Municipal Judges.
 - Performs other duties as assigned.

III. Working Conditions:

- Sits for extended periods of time performing duties such as hearing cases, preparing reports, and other related duties.
- Must maintain effective audio-visual discrimination and perception necessary for making observations and communicating with others.
- Operates computers and office equipment frequently, including operation of video conferencing equipment and software.
- Performs duties at unusual hours and on weekends and holidays. This duty may be on a rotating basis.
- May be exposed to dangerous criminal elements and individuals with serious medical conditions, such as hepatitis, AIDS, etc.

IV. Knowledge, Skills and Abilities:

- Knowledge of ordinances, statutes, and court decisions relating to Municipal Court jurisdiction.
- Knowledge of judicial procedure and rules of evidence.

- Knowledge of laws and judicial procedures for juveniles.
- Ability to diligently and promptly discharge duties as required by the Code of Judicial Conduct.
- Knowledge of and ability to conduct legal research.
- Knowledge of organization, duties, powers, limitations and authority of the Municipal Court.
- Ability to analyze evidence presented in court, to apply existing laws impartially, and to render prompt and equitable verdicts.
- Knowledge and ability to work with juveniles.
- Ability to communicate effectively, both in writing and verbally.
- Ability to express legal interpretations clearly, concisely and in a forthright manner using a vocabulary level understandable to parties concerned.
- Ability to organize, plan and schedule.
- Ability to maintain accurate records and files.
- Demonstrates skills in public/employee relations.
- Demonstrates problem solving skills.
- Ability to speak and understand Spanish is preferred, but not required.

V. Minimum Qualifications:

- Juris Doctorate Degree from an accredited institution.
- Licensed with the State Bar of Texas.
- Two years practicing law in the State of Texas. Three years or more practicing law with criminal and juvenile trial experience preferred.
- Resident and office in the City of La Marque or Galveston County preferred. Must live and work within a reasonable distance of the city limits border of the City of La Marque to efficiently discharge nightly or weekend duties and juvenile warnings at the La Marque Police Department.
- Must have flexible work hours to travel to the La Marque Police Department in a timely manner to discharge duties as needed.
- Clear grievance record.

VI. Information about Position/Municipal Court

This position may require working weekends to perform Magistrate duties as noted above in Section II. It shall be the responsibility of the Associate Judge to successfully complete all continuing judicial education required by Texas Government Code Chapter 29 or other applicable State law. Failure to comply with these requirements shall constitute cause for removal from office. The costs of such education, including tuition and reasonable travel expenses, shall be borne by the Associate Judge. Judges are typically required to wear robes or other formal attire during courtroom proceedings.

There is one City Prosecutor and one alternate City Prosecutor assigned to prosecute in the court.

The Municipal Court employs a Court Clerk and administrative staff of the court. The Court Clerk is supervised by the Assistant City Manager - Public Services or the City Manager's designee.

The court docket schedule is listed below:

Jail Arraignments	If there are detainees; Monday through Friday at 10AM (length varies): <i>Reminder - defendants must be seen by a judge within 24 hours after they are booked in.</i>
Court Dockets	1 st Tuesday of the month at 10AM, then one afternoon per week on Tuesday, Wednesday, or Thursday (as needed)

Compensation rates are approved by City Council. The compensation will be billed for each event as follows: \$100 per event (i.e., jail magistrates), Court (1/2 day) \$300, Court (full day 10-3) \$450, warrant (overnight) \$100.

VII. Submittal Process and Timeline

A. Submittal of Qualifications

1. Cover Letter - The cover letter contained in this document should be completed, signed and submitted as the first page of the submittal of qualifications.
2. Experience and Qualifications - Please provide an expanded resume that details experience and relevant capabilities that meet the job, knowledge and skill requirements as listed in the Section IV of this document.
3. State of Texas Bar Number
4. Three professional references with addresses and phone numbers.
5. If applicable, a list of Municipal Court(s) where employed and a contact name and number of the person associated with the Court's operations.

B. Place, Time and method of Submittal

Qualifications addressed to the City of La Marque City Council - Municipal Court Associate Judge will be received until **10:00 a.m. on November 29, 2023** via www.bidssubmit.cityoflamarque.org.

Submittal attachments shall be in pdf format. Each submittal shall be complete and submitted by the submittal deadline in order to be considered.

Submissions received after the submission deadline will be considered void and unacceptable. The City of La Marque is not responsible for lateness of the mail, postal carrier, courier, technical issues, etc.

C. Criteria Evaluation and Selection

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

• Licensed and in good standing with the State Bar	Required
• Responder's Experience as a Judge, Prosecutor or a Municipal Attorney - quantity of experience, type of experience, and experience with other cities of similar size and diversity to La Marque	55%
• References	35%
• Location - Proximity to La Marque, TX	10%

D. Award Schedule

Award schedule milestones are:

Date	Activity
November 15, 2023	Issue Request for Qualifications
November 22, 2023	Deadline for Questions
November 29, 2023	RFQ Submittal Deadline
November 29 -December 8, 2023	City Manager to review and select for interviews
December 11, 2023 -January 8, 2023	Potential interviews and possible nomination by Mayor and appointment by City Council
January 8, 2023	Tentative presentation of Oath of Office

The City will require the selected individual(s) to execute a contract to be negotiated with the City, no more than fourteen (14) calendar days after the City gives notice of award. In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to terminate negotiations with the selected individual and commence negotiations with another individual.

E. General Guidelines

1. No Gratuities.

Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of La Marque for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels and at the time specified, shall be grounds for exclusion from the selection process.

2. Warranties and Representations.

Respondent represents and warrants to the City of La Marque that all information

provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City of La Marque for consideration in the selection process shall be excluded.

3. Confidential Material.

Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City of La Marque to the extent allowed by law. Submission of information relative to this RFQ shall not be released by the City during response evaluation process or prior to contract award. Respondents are advised that the confidentiality of their qualifications will be protected to the extent permitted by law. Respondents are advised to consider the implications of the Texas Open Records Act, particularly after the response process has ceased and the contract has been awarded. Any material that is considered as confidential in nature must be clearly marked and identified as such by the applicant at the time of response submittal and will be treated as confidential by the City of La Marque to the extent allowed by the Texas Open Records Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon request for disclosure.

4. Interviews.

Submittals of qualifications will be reviewed, and best qualified applicants contacted for personal interviews. The City reserves the right to schedule or perform interviews in any manner, including but not limited to: in-person, via conference call, using video conferencing software, or in the form of requests for additional information or answers to written questions.

5. Inquiries.

Do not contact the City of La Marque or elected officials during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Failure to follow this requirement will result in disqualification of a respondent.

6. Cost of Responses.

The City of La Marque will not be responsible for the costs incurred by anyone in the submittal of responses and interviews.

7. Contract Negotiations.

This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. Fair and equal treatment will be shown to all respondents with respect to any opportunity for discussion and revision of responses.

8. No Obligation.

The City reserves the sole right to (1) evaluate the responses submitted; (2) waive

any irregularities therein; (3) select candidates for the submittal of more detailed or alternate responses; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the City's best interest; or (6) cancel the entire process

9. Conflict of Interest.

Per the terms of Chapter 176 of the Texas Local Government Code, should any respondent be awarded all or any part of the services on which this Request for Qualifications solicits a response, then it is the respondent's sole responsibility to provide the City of La Marque, with an updated Conflict of Interest questionnaire, Form CIQ. The respondent must file the updated form within seven days after learning that a prior filing (if any) is no longer accurate.

PLEASE POST TWICE: WEDNESDAY, 11/15/2023 and 11/22/2023

REQUEST FOR PROPOSALS

City of La Marque

RFQ 23-01

REBID

“MUNICIPAL COURT ASSOCIATE JUDGE”

The City of La Marque is soliciting proposals in response to this Request for Proposal, RFQ 23-01, from qualified bidders for Municipal Court Associate Judge. Proposals must be received no later than November 29, 2023 at 10:00 a.m. All submitted RFQs will then be publicly acknowledged in the City Council Chambers, located at 1109- B Bayou Road, La Marque, Texas 77568. Please submit your proposal to <http://bidssubmit.cityoflamarque.org>

It is the responsibility of the submitting firm to ensure that the proposal is received in a timely manner. The City of La Marque reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The City of La Marque is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

Please submit any questions regarding this RFQ to <http://bidssubmit.cityoflamarque.org> no later than November 22, 2023.

Kierra Nance, TRMC
City of La Marque



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 9.IX.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Canvassing the election returns and declaring the results of the Special Election held on November 7, 2023

STAFF BRIEFING:

Canvassing the election returns and declaring the results of the Special Election held on November 7, 2023

HISTORY:

- April 19, 2023 - Recall Petition for District C
- May 12, 2023 - Petition Returned
- May 18, 2023 - Petition Certified
- June 12, 2023 - Election Called
- November 7, 2023 - Election Day

FISCAL IMPACT:

N/A

RESOLUTION NO: R-2023-00

RESOLUTION OF THE CITY OF LA MARQUE, TEXAS DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR THE CITY OF LA MARQUE, TEXAS HELD FOR AND BY THE GALVESTON COUNTY ELECTIONS DIVISION ON NOVEMBER 7, 2023, THE CANVASS OF THE VOTES PURSUANT TO THE TEXAS ELECTION CODE

WHEREAS, the County of Galveston Election Judges for the Special Election for the City of La Marque, Texas held November 7, 2023, in the City of La Marque, Texas, have duly filed the returns of such election, which returns have been verified by the City Clerk;

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

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

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

SECTION 2. The City Council of La Marque, Texas convened on November 13, 2023 to canvass the returns of the Special Election for the City of La Marque, Texas held on Tuesday, November 7, 2023, and after canvassing the returns of said election, officially finds and determines that said election was duly ordered; proper notice of said election was duly given; proper election officers were duly appointed prior to said election; said election was duly held; the City has complied with the Federal Voting Rights Act and the Texas Election Code; and due returns of the results of said election have been made and delivered, all in accordance with applicable law and the Resolution calling the election.

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

City of La Marque Proposition A:

Removal of Michael Carlson from the Office of Council District C

<u>For/Against</u>	<u>Total Votes/Percentage</u>
_____ For	234 74.52%
_____ Against	80 25.48%

It is determined that the For position is the winner and Councilmember Carlson shall be removed by Recall.

City of La Marque Councilmember District C:

<u>Name of Candidate as it appeared on ballot</u>	<u>Total Votes/Percentage</u>	
Claude Hoke IV	86	30.28%
Melanie Leyva Allred	198	69.72%

It is determined that Melanie Leyva Allred is the winner and shall fill the unexpired term of office for Councilmember District C.

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

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

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

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

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

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC

City Clerk

Cumulative Results Report

Galveston County

Unofficial Results

Election Night

November 2023 Constitutional and Special Election

Registered Voters

38488 of 0 = 0.00%

Polling Places Reporting

55 of 55 = 100.00%

Run Time 10:10 PM
Run Date 11/07/2023

11/7/2023

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STATE OF TEXAS PROPOSITION 1

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		391	77.43%	15,614	78.73%	14,060	80.38%	30,065	79.48%
Against		114	22.57%	4,218	21.27%	3,432	19.62%	7,764	20.52%
Cast Votes:		505	100.00%	19,832	100.00%	17,492	100.00%	37,829	100.00%
Undervotes:		11		320		328		659	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 2

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		319	64.06%	11,447	58.84%	10,275	59.85%	22,041	59.37%
Against		179	35.94%	8,009	41.16%	6,894	40.15%	15,082	40.63%
Cast Votes:		498	100.00%	19,456	100.00%	17,169	100.00%	37,123	100.00%
Undervotes:		18		696		651		1,365	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		294	58.33%	13,623	69.94%	11,869	68.94%	25,786	69.32%
Against		210	41.67%	5,856	30.06%	5,348	31.06%	11,414	30.68%
Cast Votes:		504	100.00%	19,479	100.00%	17,217	100.00%	37,200	100.00%
Undervotes:		12		673		603		1,288	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 4

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		436	85.49%	17,021	86.57%	14,613	84.26%	32,070	85.49%
Against		74	14.51%	2,641	13.43%	2,729	15.74%	5,444	14.51%
Cast Votes:		510	100.00%	19,662	100.00%	17,342	100.00%	37,514	100.00%
Undervotes:		6		490		478		974	
Overvotes:		0		0		0		0	

Cumulative Results Report

Election Night

Run Time 10:10 PM

Run Date 11/07/2023

Galveston County

November 2023 Constitutional and Special Election

11/7/2023

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Unofficial Results

Registered Voters

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STATE OF TEXAS PROPOSITION 5

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		367	72.96%	12,249	62.79%	10,744	62.33%	23,360	62.71%
Against		136	27.04%	7,260	37.21%	6,494	37.67%	13,890	37.29%
Cast Votes:		503	100.00%	19,509	100.00%	17,238	100.00%	37,250	100.00%
Undervotes:		13		643		582		1,238	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 6

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		424	83.96%	14,907	76.18%	12,836	74.43%	28,167	75.48%
Against		81	16.04%	4,660	23.82%	4,410	25.57%	9,151	24.52%
Cast Votes:		505	100.00%	19,567	100.00%	17,246	100.00%	37,318	100.00%
Undervotes:		11		585		574		1,170	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		328	65.34%	12,662	64.78%	10,972	63.57%	23,962	64.23%
Against		174	34.66%	6,884	35.22%	6,287	36.43%	13,345	35.77%
Cast Votes:		502	100.00%	19,546	100.00%	17,259	100.00%	37,307	100.00%
Undervotes:		14		606		561		1,181	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 8

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		354	70.66%	12,684	65.23%	10,997	64.05%	24,035	64.76%
Against		147	29.34%	6,762	34.77%	6,172	35.95%	13,081	35.24%
Cast Votes:		501	100.00%	19,446	100.00%	17,169	100.00%	37,116	100.00%
Undervotes:		15		706		651		1,372	
Overvotes:		0		0		0		0	

Cumulative Results Report

Election Night

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Galveston County

November 2023 Constitutional and Special Election

11/7/2023

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Unofficial Results

Registered Voters

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STATE OF TEXAS PROPOSITION 9

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		441	86.64%	16,556	83.29%	14,366	82.01%	31,363	82.74%
Against		68	13.36%	3,321	16.71%	3,152	17.99%	6,541	17.26%
Cast Votes:		509	100.00%	19,877	100.00%	17,518	100.00%	37,904	100.00%
Undervotes:		7		275		302		584	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 10

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		315	62.87%	10,919	56.56%	9,125	53.61%	20,359	55.28%
Against		186	37.13%	8,385	43.44%	7,896	46.39%	16,467	44.72%
Cast Votes:		501	100.00%	19,304	100.00%	17,021	100.00%	36,826	100.00%
Undervotes:		15		848		799		1,662	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 11

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		356	73.10%	11,612	61.62%	10,059	60.69%	22,027	61.34%
Against		131	26.90%	7,234	38.38%	6,516	39.31%	13,881	38.66%
Cast Votes:		487	100.00%	18,846	100.00%	16,575	100.00%	35,908	100.00%
Undervotes:		29		1,306		1,245		2,580	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 12

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		241	47.53%	10,564	54.54%	8,812	51.78%	19,617	53.17%
Against		266	52.47%	8,805	45.46%	8,206	48.22%	17,277	46.83%
Cast Votes:		507	100.00%	19,369	100.00%	17,018	100.00%	36,894	100.00%
Undervotes:		9		783		802		1,594	
Overvotes:		0		0		0		0	

Cumulative Results Report

Galveston County

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Run Date 11/07/2023

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STATE OF TEXAS PROPOSITION 13

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		212	41.90%	7,595	38.96%	6,216	36.21%	14,023	37.73%
Against		294	58.10%	11,900	61.04%	10,951	63.79%	23,145	62.27%
Cast Votes:		506	100.00%	19,495	100.00%	17,167	100.00%	37,168	100.00%
Undervotes:		10		657		653		1,320	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		410	81.19%	14,765	75.54%	12,917	74.91%	28,092	75.33%
Against		95	18.81%	4,780	24.46%	4,327	25.09%	9,202	24.67%
Cast Votes:		505	100.00%	19,545	100.00%	17,244	100.00%	37,294	100.00%
Undervotes:		11		607		576		1,194	
Overvotes:		0		0		0		0	

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT- PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		94	61.04%	3,558	59.52%	3,688	61.68%	7,340	60.61%
AGAINST		60	38.96%	2,420	40.48%	2,291	38.32%	4,771	39.39%
Cast Votes:		154	100.00%	5,978	100.00%	5,979	100.00%	12,111	100.00%
Undervotes:		1		131		148		280	
Overvotes:		0		0		0		0	

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT- PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		88	58.28%	3,173	52.92%	3,331	55.30%	6,592	54.16%
AGAINST		63	41.72%	2,823	47.08%	2,693	44.70%	5,579	45.84%
Cast Votes:		151	100.00%	5,996	100.00%	6,024	100.00%	12,171	100.00%
Undervotes:		4		113		103		220	
Overvotes:		0		0		0		0	

Cumulative Results Report

Galveston County

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Run Time 10:10 PM

11/7/2023

Run Date 11/07/2023

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CLEAR CREEK INDEPENDENT SCHOOL DISTRICT- PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		90	60.00%	3,104	51.85%	3,263	54.16%	6,457	53.09%
AGAINST		60	40.00%	2,883	48.15%	2,762	45.84%	5,705	46.91%
Cast Votes:		150	100.00%	5,987	100.00%	6,025	100.00%	12,162	100.00%
Undervotes:		5		122		102		229	
Overvotes:		0		0		0		0	

Single Member Trustee District 5E

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Laura Addison		6	37.50%	209	35.19%	206	48.24%	421	40.60%
Ann Masel		10	62.50%	385	64.81%	221	51.76%	616	59.40%
Cast Votes:		16	100.00%	594	100.00%	427	100.00%	1,037	100.00%
Undervotes:		3		31		28		62	
Overvotes:		0		0		0		0	

Friendswood Independent School District Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		29	60.42%	1,586	61.19%	1,107	58.23%	2,722	59.94%
AGAINST		19	39.58%	1,006	38.81%	794	41.77%	1,819	40.06%
Cast Votes:		48	100.00%	2,592	100.00%	1,901	100.00%	4,541	100.00%
Undervotes:		2		70		49		121	
Overvotes:		0		0		0		0	

Santa Fe Independent School District Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		19	45.24%	1,359	50.35%	705	44.82%	2,083	48.28%
AGAINST		23	54.76%	1,340	49.65%	868	55.18%	2,231	51.72%
Cast Votes:		42	100.00%	2,699	100.00%	1,573	100.00%	4,314	100.00%
Undervotes:		1		28		20		49	
Overvotes:		0		0		0		0	

Cumulative Results Report

Galveston County

Unofficial Results

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November 2023 Constitutional and Special Election

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Run Date 11/07/2023

11/7/2023

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Bacliff Municipal Utility District Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	100.00%	85	44.74%	117	45.17%	206	45.47%
AGAINST		0	0.00%	105	55.26%	142	54.83%	247	54.53%
Cast Votes:		4	100.00%	190	100.00%	259	100.00%	453	100.00%
Undervotes:		0		6		14		20	
Overvotes:		0		0		0		0	

City of Bayou Vista Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		1	33.33%	94	45.85%	81	42.41%	176	44.11%
Against		2	66.67%	111	54.15%	110	57.59%	223	55.89%
Cast Votes:		3	100.00%	205	100.00%	191	100.00%	399	100.00%
Undervotes:		0		1		1		2	
Overvotes:		0		0		0		0	

City of Dickinson Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		18	81.82%	740	73.05%	635	71.67%	1,393	72.51%
AGAINST		4	18.18%	273	26.95%	251	28.33%	528	27.49%
Cast Votes:		22	100.00%	1,013	100.00%	886	100.00%	1,921	100.00%
Undervotes:		0		20		13		33	
Overvotes:		0		0		0		0	

City of La Marque Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		8	88.89%	137	77.40%	89	69.53%	234	74.52%
AGAINST		1	11.11%	40	22.60%	39	30.47%	80	25.48%
Cast Votes:		9	100.00%	177	100.00%	128	100.00%	314	100.00%
Undervotes:		0		20		19		39	
Overvotes:		0		0		0		0	

Cumulative Results Report

Galveston County

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55 of 55 = 100.00%

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Run Date 11/07/2023

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City of La Marque Councilmember District C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Claude Hoke IV		5	55.56%	47	27.81%	34	32.08%	86	30.28%
Melanie Leyva Allred		4	44.44%	122	72.19%	72	67.92%	198	69.72%
Cast Votes:		9	100.00%	169	100.00%	106	100.00%	284	100.00%
Undervotes:		0		28		41		69	
Overvotes:		0		0		0		0	

*** End of report ***



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: _____

Department: Police

Agenda Item: 10.I.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

LMPD On-Hand Sworn Manpower Diversity Report

Effective 10/26/2023

	Chief	Deputy Chief	LT.	DET.	Auto Crimes DET.	Narc. SGT.	Narc. CPL.	Narc. Officer	ID/Prop. Cust. CPL.	Patrol SGT.	Patrol CPL.	Patrol Officer & PPO
American Indian Female												
American Indian Male												
African American (A/A)												
African American (A/A)				1								2
Hispanic Female				1							1	1
Hispanic Male			2			1	1			2	1	3
Other Female												
Other Male												
White Female				1								4
White Male	1	1	1	2				1	1	1	1	4
Rank Total	1	1	3	5	0	1	1	1	1	3	3	14

% of Sworn who are A/A	9%
% of COLM who are A/A	32%

% of Sworn who are Hispanic	37%
% of COLM who are Hispanic	32%

% of Sworn who are Black	55%
% of COLM who are Black	50%

% of Sworn who are not White Males	60%
------------------------------------	-----

LT.: Lieutenant | DET.: Detective SGT.:
Sergeant | CPL.: Corporal

Narc.: Narcotics
ID/Prop. Cust.: Identification/Property Custodian

PPC
La I

Cadets	Sworn Total	% of Dept
	0	
	0	
	0	
	3	9%
1	3	9%
	10	29%
	0	
	0	
	5	14%
2	14	40%
1	35	100.0%

no are Female	23%
ho are Female	54%

3: Probationary Patrol Officer COLM: City of
Marque



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: _____

Department: Police

Agenda Item: 10.I.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



Effective 10/31/2023

LA MARQUE POLICE DEPARTMENT:

Calendar Year Metrics:

Legend: YTD- Year to Date

LYTD = Last Year to Date

YPC = Yearly Percentage Change

CR% = Clearance Rate (Solved Cases)

ARREST DATA:

Type	2021	2022	2023	Total
Adult	1062	1629	1849	4540
Juvenile	5	5	10	20
Total	1067	1634	1859	4560

La Marque Pop. 18,861

Officers per 1K Pop: LMPD 2.01 / Texas 2.0 (estimated)

ARREST DATA:

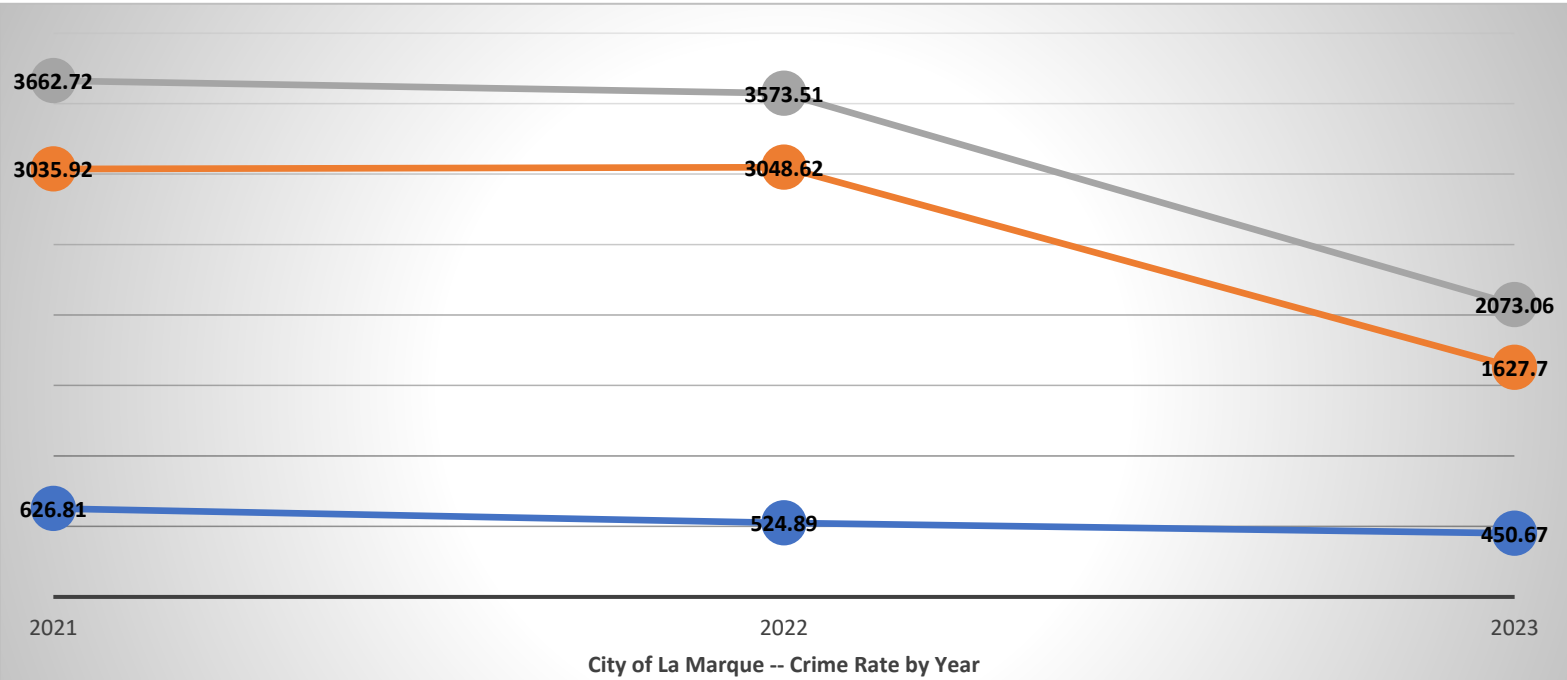
IBR Offense	2021	2022	2023	Total
DRIVING UNDER THE INFLUENCE	31	40	73	144
DRUG/NARCOTIC OFFENSES	61	140	131	332
Total	92	180	204	476

Calls for Service

Year	Count
2023	11886
2022	13698
2021	13478
Total	39062

City of La Marque Data

Year ibrdesc (groups)	2021 YPC	2021 Crime Rate	2022 YPC	2022 Crime Rate	2023 YPC	2023 Crime Rate
⊕ VIOLENT CRIME	-15.4%	626.81	-13.0%	530.19	-7.6%	450.67
⊕ PROPERTY CRIME	-16.9%	3,030.47	3.4%	3,048.62	-39.8%	1,627.70
Total	-16.5%	3,657.27	0.6%	3,578.81	-35.0%	2,073.06



Year ibrdesc (groups)	2021 YPC	Crime Rate	2022 YPC	Crime Rate	2023 YPC	Crime Rate
☐ VIOLENT CRIME	-15.4%	626.81	-13.0%	530.19	-7.6%	450.67
☐ SEX OFFENSES (FORCIBLE)	62.5%	212.57	-2.6%	201.47	-17.6%	148.45
FORCIBLE RAPE	42.9%	109.01	25.0%	132.55	-4.8%	106.04
FORCIBLE SODOMY	-33.3%	10.90	-50.0%	5.30	-100.0%	
FORCIBLE FONDLING	142.9%	92.66	-29.4%	63.62	-33.3%	42.42
☐ ROBBERY	-50.0%	70.86	-38.5%	42.42	28.6%	47.72
ROBBERY	-50.0%	70.86	-38.5%	42.42	28.6%	47.72
☐ HOMICIDE OFFENSES	66.7%	27.25	-20.0%	21.21	-50.0%	10.60
MURDER/NON NEGLIGENT MANSLAUGHTER	33.3%	21.80	0.0%	21.21	-50.0%	10.60
NEGLIGENT MANSLAUGHTER		5.45	-100.0%			
☐ ASSAULT OFFENSES	-30.1%	316.13	-12.1%	270.40	-4.2%	243.89
AGGRAVATED ASSAULT	-30.1%	316.13	-12.1%	270.40	-4.2%	243.89

In an effort to provide further context and transparency to the reported crime rates, a more granular breakdown of what offenses are tracked and at the rate of which each offense occurs in the City of La Marque is being provided. (as of 10/31/2023)

☐ PROPERTY CRIME	-16.9%	3,030.47	3.4%	3,048.62	-39.8%	1,627.70
☐ MOTOR VEHICLE THEFT	-19.8%	354.28	-4.6%	328.72	-7.8%	249.19
MOTOR VEHICLE THEFT	-19.8%	354.28	-4.6%	328.72	-7.8%	249.19
☐ LARCENY/THEFT OFFENSES	-19.0%	2,136.59	2.6%	2,131.38	-51.1%	927.84
THEFT FROM BUILDING	-5.6%	92.66	-5.9%	84.83	-40.0%	47.72
THEFT FROM COIN OPERATED MACH/DEV	0.0%	5.45	0.0%	5.30	100.0%	10.60
THEFT FROM MOTOR VEHICLE	-22.7%	555.95	-22.5%	418.85	-63.5%	143.15
THEFT MV PARTS OR ACCESSORIES	20.8%	158.06	-20.7%	121.94	-20.0%	84.83
THEFT-POCKET-PICKING	-100.0%					
THEFT-PURSE SNATCHING				5.30	-100.0%	
THEFT-SHOPLIFTING	-21.1%	1,324.47	16.0%	1,495.15	-51.0%	641.54
☐ BURGLARY/B&E	-7.5%	539.60	12.1%	588.52	-15.8%	450.67
BURGLARY/BREAKING & ENTERING	-5.7%	539.60	12.1%	588.52	-15.8%	450.67
BURGLARY/BREAKING AND ENTERING	-100.0%					



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 10.II.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

The Texas Commission on Environmental Quality (TCEQ) accepted and approved the closure of an Agreement to restore the elevated storage tank located by the former Greyhound Park.

STAFF BRIEFING:

- The City opted to perform a Supplemental Environmental Project (SEP) in lieu of paying a penalty from TCEQ regarding the condition of the elevated water storage facility located by the former Greyhound Park.
- The SEP Agreement pertained to the exterior coating of the Elevated Storage Tank (EST) which had severe deterioration and layers of visible rust.
- The City was mandated to rectify the violations regarding our Public Water Supply permit; therefore the decision to perform complete restoration of the EST under the SEP Agreement, rather than paying the small penalty to TCEQ, demonstrated to TCEQ that we intend to improve our infrastructure to meet the expectations and regulations of TCEQ and the citizens of the City.

HISTORY:

August 8, 2022 - City Council approved SEP Agreement with TCEQ

August 12, 2022 - City Manger signed the Agreed Order for the SEP Agreement

November 17, 2022 - Notice of Project Commencement sent to TCEQ

June 20, 2023 - Certificate of Completion sent to TCEQ

October 6, 2023 - Final Completion of SEP sent to City from TCEQ

FISCAL IMPACT:

\$260,000 (Exterior Coating only)

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 5, 2021

The Honorable Keith Bell
Mayor of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: Proposed Agreed Order
City of La Marque
RN101416220; Public Water Supply ID No. 0840006
Docket No. 2021-0725-PWS-E; Enforcement Case No. 60851
FOR SETTLEMENT PURPOSES ONLY

Dear Mayor Bell:

The Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ") is pursuing an enforcement action against the City of La Marque for violations of the Texas Health & Safety Code and Commission Rules. These violations were discovered during a record review conducted on March 23, 2021, and documented in a letter dated May 27, 2021, from the TCEQ Houston Regional Office.

Please find enclosed a proposed agreed order which we have prepared in an attempt to expedite this enforcement action. The order assesses an administrative penalty of \$830. We are proposing a one-time offer to defer \$166 of the administrative penalty if you satisfactorily comply with all the ordering provisions within the time frames listed. Therefore, the administrative penalty to be paid is \$664. The order also identifies the violations that we are addressing and identifies specific technical requirements necessary to resolve them.

If you have any questions regarding this matter, we are available to discuss them in a conference in Austin or over the telephone. If we reach agreement in a timely manner, the TCEQ will then proceed with the remaining procedural steps to settle this matter. These steps include publishing notice of the proposed order in the *Texas Register*, and scheduling the matter for approval by the Commission. We believe that handling this matter expeditiously could save the City of La Marque and the TCEQ a significant amount of time, as well as the expense associated with litigation.

Enclosed for your convenience is a return envelope. If you agree with the order as proposed, please sign and return the original order **and** the penalty payment (check payable to "TCEQ" and referencing City of La Marque, Docket No. 2021-0725-PWS-E) to:

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

How is our customer service? tceq.texas.gov/customersurvey
printed on recycled paper

The Honorable Keith Bell
October 5, 2021
Page 2

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

Should you believe you are unable to pay the proposed administrative penalty, you may claim financial inability to pay part or all of the penalty amount. Please contact us immediately to obtain a list of financial disclosure documents that must be submitted within 30 days of the receipt of this letter. These documents, once properly completed and submitted, will be thoroughly reviewed to determine if we agree with the claim of financial inability. Please be aware that if financial inability is proven to the satisfaction of staff, discussions pertaining to the penalty amount adjustment will focus only on deferral and not on waiver of the penalty amount.

You may be able to perform or contribute to a Supplemental Environmental Project ("SEP"), which is a project that benefits the environment, to offset a portion of your penalty. **If you are interested in performing an SEP, you must agree to the penalty amount and submit an SEP proposal within 30 days of receipt of this proposed order.** If you are a local government you may have additional SEP options available to assist you with coming into compliance or remediating the harm caused by the violations. A local government is defined as a school district, county, municipality, junior college district, river authority, water district or other special district or other political subdivision created under the constitution or a statute of this state.

For additional information about the types of SEPs available and eligibility criteria, please go to the TCEQ's web site link at <https://www.tceq.texas.gov/compliance/enforcement/sep> or contact the Enforcement Coordinator listed below.

Please note that any agreements we reach are subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

If we cannot reach a settlement of this enforcement action or you do not wish to participate in this expedited process, we will proceed with enforcement under the Commission's Enforcement Rules, 30 TEX. ADMIN. CODE ch. 70. Specifically, if the signed order and penalty are not mailed and postmarked within 60 days from the date of this letter, your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral, will no longer be available. The enforcement process described in 30 TEX. ADMIN. CODE ch. 70 requires the staff to prepare and issue an Executive Director's Preliminary Report and Petition to the Commission. If you would like to obtain a copy of 30 TEX. ADMIN. CODE ch. 70, or any other TCEQ rules, the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI-032) are located on our agency website at <http://www.tceq.texas.gov> for your reference. If you would like a hard copy of

The Honorable Keith Bell
October 5, 2021
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this brochure mailed to you, you may call and request one from the Central Office Publications Ordering Team at (512) 239-0028.

For any questions or comments about this matter or to arrange a meeting, please contact Ms. Samantha Salas of my staff at (512) 239-1543 or samantha.salas@tceq.texas.gov.

Sincerely,



Megan Hamilton, Manager
Enforcement Division
Texas Commission on Environmental Quality

MH/ss

Enclosures: Proposed Agreed Order, Return Envelope, Penalty Calculation Worksheets, Site Compliance History

cc: Mr. Chaise Cary, Public Works Director, City of La Marque, 1111 Bayou Road, La Marque, Texas, 77568

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
CITY OF LA MARQUE
RN101416220**

§
§
§
§
§

**BEFORE THE

TEXAS COMMISSION ON

ENVIRONMENTAL QUALITY**

AGREED ORDER DOCKET NO. 2021-0725-PWS-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding the City of La Marque (the "Respondent") under the authority of TEX. HEALTH & SAFETY CODE ch. 341. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a public water supply located at 1111 Bayou Road in La Marque, Galveston County, Texas (the "Facility"). The Facility provides water for human consumption, has approximately 6,614 service connections, and serves at least 25 people per day for at least 60 days per year. As such, the Facility is a public water system as defined in 30 TEX. ADMIN. CODE § 290.38(71).
2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE § 7.002 and TEX. HEALTH & SAFETY CODE § 341.049, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 and TEX. HEALTH & SAFETY CODE § 341.031 because it alleges violations of TEX. HEALTH & SAFETY CODE ch. 341 and the rules of the TCEQ.
3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
4. An administrative penalty in the amount of \$830 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid \$664 of the penalty and \$166 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.
5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN.

CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.

6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.
7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.
8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

II. ALLEGATIONS

During a record review conducted on March 23, 2021, an investigator documented that the Respondent:

1. Failed to maintain water works operation and maintenance records and make them readily available for review by the Executive Director upon request, in violation of 30 TEX. ADMIN. CODE § 290.46(f)(2), (f)(3)(B)(iv), (f)(3)(B)(v), and (f)(3)(E)(iv). Specifically, the calibration records for laboratory equipment, flow meters, rate-of-flow controllers, on-line turbidimeters, and on-line disinfectant residual analyzers, the records of backflow prevention device programs, and copies of the Customer Service Inspection reports were not maintained on-site for review.
2. Failed to initiate maintenance and housekeeping practices to ensure the good working condition and general appearance of the system's facilities and equipment, in violation of 30 TEX. ADMIN. CODE § 290.46(m). Specifically, the outer coating on the elevated storage tank at the Dog Track plant was heavily rusted all over except the lower third of the tower.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ"

and shall be sent with the notation "Re: City of La Marque, Docket No. 2021-0725-PWS-E" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

2. The Respondent shall undertake the following technical requirements:
 - a. Within 30 days after the effective date of this Order, compile and maintain properly completed water works operation and maintenance records, including the calibration records for laboratory equipment, flow meters, rate-of-flow controllers, on-line turbidimeters, and on-line disinfectant residual analyzers, the records of backflow prevention device programs, and copies of the Customer Service Inspection reports, in accordance with 30 TEX. ADMIN. CODE § 290.46.
 - b. Within 45 days after the effective date of this Order, submit written certification as described in Ordering Provision No. 2.d below, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 2.a.
 - c. Within 60 days after the effective date of this Order, initiate maintenance and housekeeping practices to ensure the good working condition and general appearance of the system's facilities and equipment, including repainting or replacing the elevated storage tank, in accordance with 30 TEX. ADMIN. CODE § 290.46.
 - d. Within 75 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 2.c. The certification shall be signed by the Respondent and shall include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Water Section Manager
Houston Regional Office
Texas Commission on Environmental Quality
5425 Polk Street, Suite H
Houston, Texas 77023-1452

3. All relief not expressly granted in this Order is denied.
4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.
5. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Order Compliance Team at the address listed above.
6. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
7. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively,

the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

8. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission

Date

For the Executive Director

Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature

Date

Name (Printed or typed)
Authorized Representative of
City of La Marque

Title

☐ *If mailing address has changed, please check this box and provide the new address below:*

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.

Screening Date 7-Jun-2021

Docket No. 2021-0725-PWS-E

PCW

Respondent City of La Marque

Policy Revision 5 (January 28, 2021)

Case ID No. 60851

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN101416220

Media Public Water Supply

Enf. Coordinator Samantha Salas

Violation Number 1

Rule Cite(s)

30 Tex. Admin. Code § 290.46(f)(2), (f)(3)(B)(iv), (f)(3)(B)(v), and (f)(3)(E)(iv)

Violation Description

Failed to maintain water works operation and maintenance records and make them readily available for review by the Executive Director upon request. Specifically, the calibration records for laboratory equipment, flow meters, rate-of-flow controllers, on-line turbidimeters, and on-line disinfectant residual analyzers, the records of backflow prevention device programs, and copies of the Customer Service Inspection reports were not maintained on-site for review.

Base Penalty \$1,000

>> Environmental, Property and Human Health Matrix

OR

	Major	Moderate	Minor
Release			
Actual			
Potential			

Percent 0.0%

>> Programmatic Matrix

	Major	Moderate	Minor
Falsification			X

Percent 1.0%

Matrix Notes

Less than 30% of the rule requirements were not met.

Adjustment \$990

\$10

Violation Events

Number of Violation Events 1

76 Number of violation days

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	X

Violation Base Penalty \$10

One single event is recommended.

Good Faith Efforts to Comply

0.0%

Reduction \$0

Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Extraordinary	
Ordinary	
N/A	X

Notes

The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$10

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$9

Violation Final Penalty Total \$10

This violation Final Assessed Penalty (adjusted for limits) \$50

Economic Benefit Worksheet

Respondent City of La Marque
Case ID No. 60851
Reg. Ent. Reference No. RN101416220
Media Public Water Supply
Violation No. 1

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
Delayed Costs							
Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System	\$45	22-Jan-2018	3-Apr-2022	4.20	\$9	n/a	\$9
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs

The delayed cost includes the estimated amount to maintain water system operation and maintenance records and make them immediately available for inspection upon request by the Executive Director, calculated from the date of the investigation initially documenting the violation to the estimated date of compliance.

Avoided Costs	ANNUALIZE avoided costs before entering item (except for one-time avoided costs)						
Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance				0.00	\$0	\$0	\$0
ONE-TIME avoided costs				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance \$45

TOTAL \$9



Penalty Calculation Worksheet (PCW)

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

DATES Assigned **1-Jun-2021** Screening **7-Jun-2021** EPA Due

PCW **7-Jun-2021**

RESPONDENT/FACILITY INFORMATION

Respondent **City of La Marque**
Reg. Ent. Ref. No. **RN101416220**
Facility/Site Region **12-Houston** Major/Minor Source **Major**

CASE INFORMATION

Enf./Case ID No. **60851** No. of Violations **1**
Docket No. **2021-0725-PWS-E** Order Type **1660**
Media Program(s) **Public Water Supply** Government/Non-Profit **Yes**
Multi-Media Enforcement Coordinator **Samantha Salas**
EC's Team **Enforcement Team 8**

Admin. Penalty \$ Limit Minimum **\$50** Maximum **\$1,000**

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties)

Subtotal 1 **\$10**

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History **4.0%** Adjustment Subtotals 2, 3, & 7 **\$0**

Notes **Enhancement for two NOV's with dissimilar violations.**

Culpability **No** **0.0%** Enhancement Subtotal 4 **\$0**

Notes **The Respondent does not meet the culpability criteria.**

Good Faith Effort to Comply Total Adjustments Subtotal 5 **\$0**

Economic Benefit **0.0%** Enhancement* Subtotal 6 **\$0**

Total EB Amounts **\$9**
Estimated Cost of Compliance **\$45**
*Capped at the Total EB \$ Amount

SUM OF SUBTOTALS 1-7

Final Subtotal **\$10**

OTHER FACTORS AS JUSTICE MAY REQUIRE

0.0% Adjustment **\$0**

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes

Final Penalty Amount **\$10**

STATUTORY LIMIT ADJUSTMENT

Final Assessed Penalty **\$50**

DEFERRAL

20.0% Reduction Adjustment **-\$10**

Reduces the Final Assessed Penalty by the indicated percentage.

Notes

Deferral offered for expedited settlement.

PAYABLE PENALTY

\$40

Screening Date 7-Jun-2021

Docket No. 2021-0725-PWS-E

PCW

Respondent City of La Marque

Policy Revision 5 (January 28, 2021)

Case ID No. 60851

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN101416220

Media Public Water Supply

Enf. Coordinator Samantha Salas

Compliance History Worksheet

>> Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (<i>number of NOVs meeting criteria</i>)	0	0%
	Other written NOVs	2	4%
Orders	Any agreed final enforcement orders containing a denial of liability (<i>number of orders meeting criteria</i>)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (<i>number of judgments or consent decrees meeting criteria</i>)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (<i>number of counts</i>)	0	0%
Emissions	Chronic excessive emissions events (<i>number of events</i>)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which notices were submitted</i>)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which violations were disclosed</i>)	0	0%
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 4%

>> Repeat Violator (Subtotal 3)

N/A

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

Satisfactory Performer

Adjustment Percentage (Subtotal 7) 0%

>> Compliance History Summary

Compliance
History
Notes

Enhancement for two NOVs with dissimilar violations.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) 4%

>> Final Compliance History Adjustment

Final Adjustment Percentage *capped at 100% 4%



Penalty Calculation Worksheet (PCW)

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

DATES Assigned **1-Jun-2021** Screening **7-Jun-2021** EPA Due
PCW **7-Jun-2021**

RESPONDENT/FACILITY INFORMATION

Respondent **City of La Marque**
Reg. Ent. Ref. No. **RN101416220**
Facility/Site Region **12-Houston** Major/Minor Source **Major**

CASE INFORMATION

Enf./Case ID No. **60851** No. of Violations **1**
Docket No. **2021-0725-PWS-E** Order Type **1660**
Media Program(s) **Public Water Supply** Government/Non-Profit **Yes**
Multi-Media Enf. Coordinator **Samantha Salas**
EC's Team **Enforcement Team 8**

Admin. Penalty \$ Limit Minimum **\$50** Maximum **\$5,000**

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties)

Subtotal 1 **\$750**

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History **4.0%** Adjustment Subtotals 2, 3, & 7 **\$30**

Notes **Enhancement for two NOV's with dissimilar violations.**

Culpability **No** **0.0%** Enhancement Subtotal 4 **\$0**

Notes **The Respondent does not meet the culpability criteria.**

Good Faith Effort to Comply Total Adjustments Subtotal 5 **\$0**

Economic Benefit **0.0%** Enhancement* Subtotal 6 **\$0**

Total EB Amounts **\$861**
Estimated Cost of Compliance **\$3,000**
*Capped at the Total EB \$ Amount

SUM OF SUBTOTALS 1-7

Final Subtotal **\$780**

OTHER FACTORS AS JUSTICE MAY REQUIRE

0.0%

Adjustment **\$0**

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes

Final Penalty Amount **\$780**

STATUTORY LIMIT ADJUSTMENT

Final Assessed Penalty **\$780**

DEFERRAL

20.0%

Reduction

Adjustment **-\$156**

Reduces the Final Assessed Penalty by the indicated percentage.

Notes **Deferral offered for expedited settlement.**

PAYABLE PENALTY

\$624

Screening Date 7-Jun-2021
Respondent City of La Marque
Case ID No. 60851
Reg. Ent. Reference No. RN101416220
Media Public Water Supply
Enf. Coordinator Samantha Salas

Docket No. 2021-0725-PWS-E

PCW
 Policy Revision 5 (January 28, 2021)
 PCW Revision February 11, 2021

Compliance History Worksheet

>> Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (<i>number of NOVs meeting criteria</i>)	0	0%
	Other written NOVs	2	4%
Orders	Any agreed final enforcement orders containing a denial of liability (<i>number of orders meeting criteria</i>)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (<i>number of judgments or consent decrees meeting criteria</i>)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (<i>number of counts</i>)	0	0%
Emissions	Chronic excessive emissions events (<i>number of events</i>)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which notices were submitted</i>)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which violations were disclosed</i>)	0	0%
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 4%

>> Repeat Violator (Subtotal 3)

N/A

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

Satisfactory Performer

Adjustment Percentage (Subtotal 7) 0%

>> Compliance History Summary

Compliance
History
Notes

Enhancement for two NOVs with dissimilar violations.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) 4%

>> Final Compliance History Adjustment

Final Adjustment Percentage *capped at 100% 4%

Screening Date 7-Jun-2021
Respondent City of La Marque
Case ID No. 60851

Docket No. 2021-0725-PWS-E

PCW

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN101416220

Media Public Water Supply

Enf. Coordinator Samantha Salas

Violation Number 1

Rule Cite(s)

30 Tex. Admin. Code § 290.46(m)

Violation Description

Failed to initiate maintenance and housekeeping practices to ensure the good working condition and general appearance of the system's facilities and equipment. Specifically, the outer coating on the elevated storage tank at the Dog Track plant was heavily rusted all over except the lower third of the tower.

Base Penalty \$5,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual			
Potential		x	

Percent 15.0%

>> Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix Notes

Failure to maintain the good working condition and general appearance of the Facility could expose persons served by the facility to significant amounts of contaminants which would not exceed levels protective of human health.

Adjustment \$4,250

\$750

Violation Events

Number of Violation Events 1

76 Number of violation days

daily	
weekly	
monthly	
quarterly	x
semiannual	
annual	
single event	

Violation Base Penalty \$750

One quarterly event is recommended, calculated from the date of the record review, March 23, 2021, to the date of screening, June 7, 2021.

Good Faith Efforts to Comply

0.0%

Reduction \$0

Extraordinary

Ordinary

N/A

Notes

Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

x	

The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$750

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$861

Violation Final Penalty Total \$780

This violation Final Assessed Penalty (adjusted for limits) \$780

Economic Benefit Worksheet

Respondent City of La Marque
Case ID No. 60851
Reg. Ent. Reference No. RN101416220
Media Public Water Supply
Violation No. 1

Percent Interest 5.0
Years of Depreciation 15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
Delayed Costs							
Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)	\$3,000	28-Mar-2018	3-May-2022	4.10	\$41	\$820	\$861
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs

The delayed cost includes the estimated amount to repaint or replace the elevated storage tank, calculated from the date of the investigation initially documenting the violation to the estimated date of compliance.

Avoided Costs							
ANNUALIZE avoided costs before entering item (except for one-time avoided costs)							
Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance				0.00	\$0	\$0	\$0
ONE-TIME avoided costs				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance

\$3,000

TOTAL

\$861



Compliance History Report

Compliance History Report for CN600593412, RN101416220, Rating Year 2020 which includes Compliance History (CH) components from September 1, 2015, through August 31, 2020.

Customer, Respondent, or Owner/Operator:	CN600593412, City of La Marque	Classification:	SATISFACTORY	Rating:	6.10
Regulated Entity:	RN101416220, CITY OF LA MARQUE	Classification:	NOT APPLICABLE	Rating:	N/A
Complexity Points:	N/A	Repeat Violator:	N/A		
CH Group:	14 - Other				
Location:	1111 BAYOU ROAD IN LA MARQUE, GALVESTON COUNTY, TEXAS				
TCEQ Region:	REGION 12 - HOUSTON				
ID Number(s):	PUBLIC WATER SYSTEM/SUPPLY REGISTRATION 0840006				
Compliance History Period:	September 01, 2015 to August 31, 2020	Rating Year:	2020	Rating Date:	09/01/2020
Date Compliance History Report Prepared:	August 18, 2021				
Agency Decision Requiring Compliance History:	Enforcement				
Component Period Selected:	August 18, 2016 to August 18, 2021				
TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.					
Name:	Samantha Salas		Phone:	(512) 239-1543	

Site and Owner/Operator History:

- | | |
|--|-----|
| 1) Has the site been in existence and/or operation for the full five-year compliance period? | YES |
| 2) Has there been a (known) change in ownership/operator of the site during the compliance period? | NO |

Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:

N/A

B. Criminal convictions:

N/A

C. Chronic excessive emissions events:

N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):

Item 3	October 02, 2018	(1517080)
Item 5	August 11, 2020	(1652283)
Item 6	April 16, 2021	(1707060)

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

1	Date:	11/24/2020	(1672045)	
	Self Report?	NO		Classification: Moderate
	Citation:	30 TAC Chapter 290, SubChapter D 290.44(h)(1)		
	Description:	Failure to prohibit a water connection to a residence or establishment where an actual or potential contamination or system hazard exists without an air gap separation or an approved backflow prevention assembly between the public water facilities and the actual or potential contamination or system hazard.		

2 Date: 12/17/2020 (1684526)

Self Report?	NO	Classification:	Minor
Citation:	30 TAC Chapter 290, SubChapter D 290.46(f)(3)(A)(vi)		
Description:	Failure to make available records the maintenance records for water system equipment and facilities.		
Self Report?	NO	Classification:	Moderate
Citation:	30 TAC Chapter 290, SubChapter D 290.46(e)(3)(C)		
Description:	Failure by the regulated entity, which serves more than 1,000 connections and is a purchase water system, to employ two operators with a Class "C" or higher license and who each work at least 16 hours per month at the public water system's treatment or distribution facilities.		

F. Environmental audits:
N/A

G. Type of environmental management systems (EMSs):
N/A

H. Voluntary on-site compliance assessment dates:
N/A

I. Participation in a voluntary pollution reduction program:
N/A

J. Early compliance:
N/A

Sites Outside of Texas:
N/A

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 27, 2022

The Honorable Keith Bell
Mayor of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: Revised Proposed Agreed Order
City of La Marque
RN101416220; Public Water Supply ID No. 0840006
Docket No. 2021-0725-PWS-E; Enforcement Case No. 60851
FOR SETTLEMENT PURPOSES ONLY

Dear Mayor Bell:

Please find enclosed a revised proposed agreed order based on discussions Mr. Nathan Vassar had with Ms. Samantha Salas in an email correspondence on July 22, 2022. The following revisions have been made:

1. Section II (Allegations): Allegation No. 1 has been modified to address the requested revision. "on-line turbidimeters, and on-line disinfectant residual analyzers," has been removed.
2. Section IV (Ordering Provisions): The corresponding provision (3.a) has been modified to match Allegation No. 1
3. Penalty Calculation Worksheet ("PCW"): The corresponding Violation No. 1 has been modified to match Allegation No. 1.

Although this revised order replaces the proposed order enclosed in the Texas Commission on Environmental Quality ("TCEQ") letter dated July 12, 2022, the terms and conditions noted in the July 12, 2022 letter still apply. If you agree with the revised order as proposed, please sign and return this order with an original signature **within two weeks of the date of this letter to:**

Ms. Samantha Salas, Enforcement Coordinator
Drinking Water Enforcement Section, MC 219
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

The Honorable Keith Bell
July 27, 2022
Page 2

Enclosed for your convenience is a return envelope. Please note that any agreements we reach are subject to final approval by the Commission. For any questions or comments about this matter, please contact Ms. Samantha Salas of my staff at (512) 239-1543 or samantha.salas@tceq.texas.gov.

Sincerely,

Lisa Westbrook for Megan Hamilton

Megan Hamilton, Manager
Enforcement Division
Texas Commission on Environmental Quality

MH/ss

Enclosures: Revised Proposed Agreed Order, Revised PCW, Return Envelope

cc: Mr. Nathan E. Vassar, Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 7870, nvassar@lglawfirm.com

Mr. Rick Sailer, Public Works Director, 1111 Bayou Road, La Marque, Texas 77568, r.sailer@cityoflamarque.org

The Honorable Keith Bell
July 27, 2022
Page 3

bcc: Manager, Water Section, Houston Regional Office
Ms. Samantha Salas, Coordinator, Enforcement Division, MC 219
Central Records, MC 213, Building E, 1st Floor
PWS_0840006_CO_20220727_Enforcement
Enforcement Division Electronic Reader File

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
CITY OF LA MARQUE
RN101416220

§ BEFORE THE
§
§ TEXAS COMMISSION ON
§
§ ENVIRONMENTAL QUALITY

AGREED ORDER DOCKET NO. 2021-0725-PWS-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding the City of La Marque (the "Respondent") under the authority of TEX. HEALTH & SAFETY CODE ch. 341. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a public water supply located at 1111 Bayou Road in La Marque, Galveston County, Texas (the "Facility"). The Facility provides water for human consumption, has approximately 6,614 service connections, and serves at least 25 people per day for at least 60 days per year. As such, the Facility is a public water system as defined in 30 TEX. ADMIN. CODE § 290.38(71).
2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE § 7.002 and TEX. HEALTH & SAFETY CODE § 341.049, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 and TEX. HEALTH & SAFETY CODE § 341.031 because it alleges violations of TEX. HEALTH & SAFETY CODE ch. 341 and the rules of the TCEQ.
3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
4. An administrative penalty in the amount of \$830 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The amount of \$166 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order and shall be waived only upon full compliance with all the terms and conditions of this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms and conditions contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.

Pursuant to Tex. Water Code § 7.067, \$664 of the penalty shall be conditionally offset by the Respondent's timely and satisfactory completion of a Supplemental Environmental Project ("SEP") as defined in the attached SEP Agreement ("Attachment A", incorporated

herein by reference). The Respondent's obligation to pay the conditionally offset portion of the penalty shall be discharged upon full compliance with all the terms and conditions of this Order, which includes the timely and satisfactory completion of all provisions of the SEP Agreement, as determined by the Executive Director.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.
7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.
8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

II. ALLEGATIONS

During a record review conducted on March 23, 2021, an investigator documented that the Respondent:

1. Failed to maintain water works operation and maintenance records and make them readily available for review by the Executive Director upon request, in violation of 30 TEX. ADMIN. CODE § 290.46(f)(2), (f)(3)(B)(iv), (f)(3)(B)(v), and (f)(3)(E)(iv). Specifically, the calibration records for laboratory equipment, flow meters, and rate-of-flow controllers, the records of backflow prevention device programs, and copies of the Customer Service Inspection reports were not maintained on-site for review.
2. Failed to initiate maintenance and housekeeping practices to ensure the good working condition and general appearance of the system's facilities and equipment, in violation of 30 TEX. ADMIN. CODE § 290.46(m). Specifically, the outer coating on the elevated storage tank at the Dog Track plant was heavily rusted all over except the lower third of the tower.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: City of La Marque, Docket No. 2021-0725-PWS-E" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

2. The Respondent shall implement and complete an SEP as set forth in Section I, Paragraph No. 4. The amount of \$664 of the assessed penalty is conditionally offset based on the Respondent's implementation and completion of the SEP pursuant to the terms of the SEP Agreement, as defined in Attachment A. Penalty payments for any portion of the SEP deemed by the Executive Director as not complete shall be paid within 30 days after the date the Executive Director demands payment.
3. The Respondent shall undertake the following technical requirements:
 - a. Within 30 days after the effective date of this Order, compile and maintain properly completed water works operation and maintenance records, including the calibration records for laboratory equipment, flow meters, and rate-of-flow controllers, the records of backflow prevention device programs, and copies of the Customer Service Inspection reports, in accordance with 30 TEX. ADMIN. CODE § 290.46.
 - b. Within 45 days after the effective date of this Order, submit written certification as described in Ordering Provision No. 3.d below, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 3.a.
 - c. Within 60 days after the effective date of this Order, initiate maintenance and housekeeping practices to ensure the good working condition and general appearance of the system's facilities and equipment, including repainting or replacing the elevated storage tank, in accordance with 30 TEX. ADMIN. CODE § 290.46.
 - d. Within 75 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 3.c. The certification shall be signed by the Respondent and shall include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals

immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Water Section Manager
Houston Regional Office
Texas Commission on Environmental Quality
5425 Polk Street, Suite H
Houston, Texas 77023-1452

4. All relief not expressly granted in this Order is denied.
5. If the Respondent fails to comply with Ordering Provision No. 2 in this Order within the prescribed schedule, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
6. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.
7. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Order Compliance Team at the address listed above.
8. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

9. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.
10. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission

Date

For the Executive Director

Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature

Date

Cesar Garcia
Name (Printed or typed)
Authorized Representative of
City of La Marque

Title

☐ If mailing address has changed, please check this box and provide the new address below:

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.



Penalty Calculation Worksheet (PCW)

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

DATES Assigned **1-Jun-2021** PCW **7-Jun-2021** Screening **7-Jun-2021** EPA Due

RESPONDENT/FACILITY INFORMATION

Respondent **City of La Marque**
Reg. Ent. Ref. No. **RN101416220**
Facility/Site Region **12-Houston** Major/Minor Source **Major**

CASE INFORMATION

Enf./Case ID No. **60851** No. of Violations **1**
Docket No. **2021-0725-PWS-E** Order Type **1660**
Media Program(s) **Public Water Supply** Government/Non-Profit **Yes**
Multi-Media Enf. Coordinator **Samantha Salas**
EC's Team **Enforcement Team 8**

Admin. Penalty \$ Limit Minimum **\$50** Maximum **\$1,000**

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties)

Subtotal 1 **\$10**

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the Indicated percentage.

Compliance History **4.0%** Adjustment **Subtotals 2, 3, & 7** **\$0**

Notes **Enhancement for two NOVs with dissimilar violations.**

Culpability **No** **0.0%** Enhancement **Subtotal 4** **\$0**

Notes **The Respondent does not meet the culpability criteria.**

Good Faith Effort to Comply Total Adjustments **Subtotal 5** **\$0**

Economic Benefit **0.0%** Enhancement* **Subtotal 6** **\$0**

Total EB Amounts **\$9**
Estimated Cost of Compliance **\$45**
*Capped at the Total EB \$ Amount

SUM OF SUBTOTALS 1-7

Final Subtotal **\$10**

OTHER FACTORS AS JUSTICE MAY REQUIRE

0.0% Adjustment **\$0**

Reduces or enhances the Final Subtotal by the Indicated percentage.

Notes

Final Penalty Amount **\$10**

STATUTORY LIMIT ADJUSTMENT

Final Assessed Penalty **\$50**

DEFERRAL

20.0% Reduction Adjustment **-\$10**

Reduces the Final Assessed Penalty by the Indicated percentage.

Notes **Deferral offered for expedited settlement.**

PAYABLE PENALTY

\$40

Screening Date 7-Jun-2021
Respondent City of La Marque
Case ID No. 60851
Reg. Ent. Reference No. RN101416220
Media Public Water Supply
Enf. Coordinator Samantha Salas

Docket No. 2021-0725-PWS-E

PCW
 Policy Revision 5 (January 28, 2021)
 PCW Revision February 11, 2021

Compliance History Worksheet

>> Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (<i>number of NOVs meeting criteria</i>)	0	0%
	Other written NOVs	2	4%
Orders	Any agreed final enforcement orders containing a denial of liability (<i>number of orders meeting criteria</i>)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (<i>number of judgments or consent decrees meeting criteria</i>)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (<i>number of counts</i>)	0	0%
Emissions	Chronic excessive emissions events (<i>number of events</i>)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which notices were submitted</i>)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which violations were disclosed</i>)	0	0%
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 4%

>> Repeat Violator (Subtotal 3)

N/A

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

Satisfactory Performer

Adjustment Percentage (Subtotal 7) 0%

>> Compliance History Summary

Compliance History Notes

Enhancement for two NOVs with dissimilar violations.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) 4%

>> Final Compliance History Adjustment

Final Adjustment Percentage *capped at 100% 4%

Screening Date 7-Jun-2021
Respondent City of La Marque
Case ID No. 60851

Docket No. 2021-0725-PWS-E

PCW

Policy Revision 5 (January 28, 2021):
PCW Revision February 11, 2021

Reg. Ent. Reference No. RN101416220
Media Public Water Supply
Enf. Coordinator Samantha Salas
Violation Number 1

Rule Cite(s)

30 Tex. Admin. Code § 290.46(f)(2), (f)(3)(B)(iv), (f)(3)(B)(v), and (f)(3)(E)(iv)

Violation Description

Failed to maintain water works operation and maintenance records and make them readily available for review by the Executive Director upon request. Specifically, the calibration records for laboratory equipment, flow meters, and rate-of-flow controllers, the records of backflow prevention device programs, and copies of the Customer Service Inspection reports were not maintained on-site for review.

Base Penalty \$1,000

>> Environmental, Property and Human Health Matrix

OR

Release	Major	Harm Moderate	Minor
Actual			
Potential			

Percent 0.0%

>> Programmatic Matrix

Falsification	Major	Moderate	Minor
			x

Percent 1.0%

Matrix Notes

Less than 30% of the rule requirements were not met.

Adjustment \$990

\$10

Violation Events

Number of Violation Events 1

76 Number of violation days

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	x

Violation Base Penalty \$10

One single event is recommended.

Good Faith Efforts to Comply

0.0%

Reduction \$0

Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Extraordinary	
Ordinary	
N/A	x

Notes

The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$10

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$9

Violation Final Penalty Total \$10

This violation Final Assessed Penalty (adjusted for limits) \$50

Economic Benefit Worksheet

Respondent City of La Marque
Case ID No. 60851
Reg. Ent. Reference No. RN101416220
Media Public Water Supply
Violation No. 1

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
Delayed Costs							
Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System	\$45	22-Jan-2018	3-Apr-2022	4.20	\$9	n/a	\$9
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs
 The delayed cost includes the estimated amount to maintain water system operation and maintenance records and make them immediately available for inspection upon request by the Executive Director, calculated from the date of the investigation initially documenting the violation to the estimated date of compliance.

Avoided Costs	ANNUALIZE avoided costs before entering item (except for one-time avoided costs)
Disposal	0.00 \$0 \$0 \$0
Personnel	0.00 \$0 \$0 \$0
Inspection/Reporting/Sampling	0.00 \$0 \$0 \$0
Supplies/Equipment	0.00 \$0 \$0 \$0
Financial Assurance	0.00 \$0 \$0 \$0
ONE-TIME avoided costs	0.00 \$0 \$0 \$0
Other (as needed)	0.00 \$0 \$0 \$0

Notes for AVOIDED costs

Approx. Cost of Compliance	\$45	TOTAL	\$9
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Attachment A

Docket Number: 2021-0275-PWS-E

SUPPLEMENTAL ENVIRONMENTAL PROJECT

Respondent:	City of La Marque
Penalty Amount:	Six Hundred Sixty-Four Dollars (\$664)
SEP Offset Amount:	Six Hundred Sixty-Four Dollars (\$664)
Type of SEP:	Compliance
Project Name:	<i>Elevated Storage Tank Improvements</i>
Location of SEP:	Galveston County

The Texas Commission on Environmental Quality ("TCEQ") agrees to offset the administrative Penalty Amount assessed in this Agreed Order for Respondent to perform a Supplemental Environmental Project ("SEP"). The SEP Offset Amount is set forth above and such offset is conditioned upon completion of the project in accordance with the terms of this Attachment A.

Respondent is a Local Government that qualifies under Texas Water Code § 7.067 to apply the SEP Offset Amount set forth above to correct violations at its public water supply (the "Facility") which are described in this Agreed Order. This Agreed Order cites violations at Respondent's Facility.

1. Project Description

A. Project

Respondent shall hire a contractor to perform improvements to the exterior areas of the elevated storage tank located at Water Storage Facility Number 6. The SEP will involve providing all supervision, labor, materials, tools, equipment, incidentals, and related items for weld preparation, surface preparation and coating of the exterior areas of the City's elevated storage tank. The project will include a 4-coat fluoropolymer/urethane/epoxy/zinc system for a total dry film thickness of 8.5 mils per specification. It also includes valves, piping, and appurtenances. Specifically, the SEP Offset Amount shall be used for materials, supplies, and equipment for one or more of the following: exterior elevated storage tank improvements (the "Project"). Respondent shall solicit bids from qualified contractors to perform the Project. Any advertisement, including publication, related to the SEP must include the enforcement statement as stated in Section 6, Publicity. The SEP will be performed in accordance with all federal, state, and local environmental laws and regulations, including permits that may be required prior to commencement of the SEP.

Respondent shall use the SEP Offset Amount only for the direct cost of implementing the Project, including supplies, materials, and equipment rentals, as listed in Subsection C. Minimum Expenditure, Estimated Cost Schedule, below. No portion of the SEP Offset Amount shall be spent on administrative costs, including but not limited to operating costs, reporting expenses, handling of expenses, project coordination, liability, or equipment breakdowns.

Respondent's signature affixed to the attached Agreed Order certifies that Respondent has no prior commitment to perform this Project and that the SEP is being performed solely as part of the terms of settlement in this enforcement action.

B. Environmental Benefit

This SEP will provide access to safe drinking water. Safe, reliable drinking water is necessary for human health and household sanitation. Safe water is also necessary in the home for bathing, flushing toilets, washing hands, and cooking.

C. Minimum Expenditure

Respondent shall spend at least the SEP Offset Amount to complete the project described in Section 1, above, and comply with all other provisions of this SEP. Respondent understands that it may cost more than the SEP Offset Amount to complete the Project.

Estimated Cost Schedule

Item	Quantity	Cost	Units	Total
Elevated Storage Tank Improvements	1	\$260,000	Lump Sum	\$260,000
Total				\$260,000

2. Performance Schedule

Within 30 days after the effective date of this Agreed Order, Respondent shall begin implementation of the SEP. Respondent shall have completed the SEP in its entirety within 75 days after the effective date of this Agreed Order.

3. Records and Reporting

A. Progress Report

Within 30 days after the effective date of this Agreed Order, Respondent shall submit a Notice of Commencement to the TCEQ describing actions performed to date to implement the Project. Within 75 days Respondent shall submit a Final Report to the TCEQ containing detailed information on all actions completed on the Project.

Reporting Schedule

Days from Effective Order Date	Information Required
30	Notice of Commencement describing actions taken to begin project
75	Notice of SEP completion

B. Final Report

Within 75 days after the effective date of the Agreed Order, or within 30 days after completion of the SEP, whichever is earlier, Respondent shall submit a Final Report to the TCEQ, which shall include the following:

1. Itemized list of expenditures and total cost of the Project;
2. Copies of invoices or receipts corresponding to the itemized list in paragraph 3.B.1., above;
3. Copies of cleared checks or payment records corresponding to the itemized list in paragraph 3.B.1., above;
4. Copies of proof of advertisement of invitation for bids, if applicable;
5. A certified statement of SEP completion and document authentication;
6. Detailed map showing specific location of the project site(s);
7. Equipment logs showing the hours the equipment was utilized on the project, if applicable;
8. Dated photographs of the purchased materials and supplies; before and after work being performed during the Project; and of the completed Project; and
9. Any additional information Respondent believes will, or that is requested by TCEQ to demonstrate compliance with this Attachment A.

C. Address

Respondent shall submit all SEP reports and any additional information as requested to the following address:

Texas Commission on Environmental Quality
Litigation Division
Attention: SEP Coordinator, MC 175
P.O. Box 13087
Austin, Texas 78711-3087

4. Additional Information and Access

Respondent shall provide additional information as requested by TCEQ staff and shall allow access to all records related to the SEP Offset Amount. Respondent shall also allow representatives of the TCEQ access to the site of any work being financed in whole or in part by the SEP Offset Amount. This provision shall survive the termination of this Agreed Order.

5. Failure to Fully Perform

If Respondent does not perform its obligations under this Attachment A, including full expenditure of the SEP Offset Amount and submittal of the required reporting described in Sections 2 through 4 above, the Executive Director ("ED") may require immediate payment of all or part of the SEP Offset Amount as set forth in the attached Agreed Order.

In the event the ED determines that Respondent failed to fully implement and complete the Project, Respondent shall remit payment for all or a portion of the SEP Offset Amount, as determined by the ED, and as set forth in the attached Agreed Order. After receiving notice of failure to complete the SEP, Respondent shall include the docket number of the attached Agreed Order and a note that the enclosed payment is for reimbursement of a SEP, shall make the check payable to "Texas Commission on Environmental Quality," and shall mail it to:

City of La Marque
Docket No. 2021-0725-PWS-E
Attachment A

Texas Commission on Environmental Quality
Litigation Division
Attention: SEP Coordinator, MC 175
P.O. Box 13087
Austin, Texas 78711-3087

6. Publicity

Any public statements concerning this Project made by or on behalf of Respondent must include a clear statement that **the Project was performed as part of the settlement of an enforcement action brought by the TCEQ**. Such statements include advertising, public relations, and press releases.

7. Recognition

Respondent may not seek recognition for this project in any other state or federal regulatory program.

8. Other SEPs by TCEQ or Other Agencies

The SEP Offset Amount identified in this Attachment A and in the attached Agreed Order has not been, and shall not be, included as a SEP for Respondent under any other Agreed Order negotiated with the TCEQ or any other agency of the state or federal government.

Mr. Vassar's Direct Line: (512) 322-5867
Email: nvassar@lglawfirm.com

November 17, 2022

Ms. Betty Sanders
Litigation Division
Attention: SEP Coordinator (MC 175)
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

VIA ELECTRONIC MAIL

Re: SEP Notice of Commencement
Agreed Order Docket No. 2021-0725-PWS-E
City of La Marque RN101416220

Dear Ms. Sanders:

This letter is submitted on behalf of the City of La Marque (the "City") pursuant to the Supplemental Environmental Project ("SEP") requirements embedded in the above-referenced Agreed Order and serves as a Notice of Commencement on the project pertaining to the public water supply facility located at 1004 FM 2004, La Marque, Texas.

The City has commenced the SEP project as outlined in the Agreed Order. The City will provide the required status reports in the coming months, but to date, the City has hired a contractor, and has begun the work required under the SEP on the elevated storage tank.

Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,



Nathan E. Vassar

NEV/yw

cc: Mr. Rick Sailer, *City of La Marque*

CERTIFICATION OF COMPLIANCE

City of La Marque
Agreed Order Docket No. 2021-0725-PWS-E

The Elevated Storage Tank Improvements Supplemental Environmental Project (“SEP”) was completed on June 1, 2023.

I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Cesar Garcia
Signature

Jun 20, 2023
Date

Cesar Garcia
Name

City Manager
Title

SEP Certificate of Compliance -

Final Audit Report

2023-06-20

Created:	2023-06-09
By:	Rick Sailer (r.sailer@cityoflamarque.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqoMyzNnCCp7OJqWdLrAh1sjHHnHVS7b-

"SEP Certificate of Compliance -" History

-  Document created by Rick Sailer (r.sailer@cityoflamarque.org)
2023-06-09 - 2:47:41 PM GMT
-  Document emailed to Cesar Garcia (c.garcia@cityoflamarque.org) for signature
2023-06-09 - 2:49:02 PM GMT
-  Email viewed by Cesar Garcia (c.garcia@cityoflamarque.org)
2023-06-20 - 6:43:53 PM GMT
-  Document e-signed by Cesar Garcia (c.garcia@cityoflamarque.org)
Signature Date: 2023-06-20 - 6:44:08 PM GMT - Time Source: server
-  Agreement completed.
2023-06-20 - 6:44:08 PM GMT

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 6, 2023

Via First Class Mail

The Honorable Keith Ball, Mayor
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

Re: Final Completion of Supplemental Environmental Project (SEP)
City of La Marque; TCEQ Docket No. 2021-0725-PWS-E

Dear Mayor Ball:

Based on TCEQ review of file information related to the referenced enforcement action, the documentation provided demonstrates that the SEP has been completed. It is important to note, however, that this letter does not address any other obligations required by the Agreed Order.

TCEQ would like to thank you for participating in the SEP program and hopes that your organization found it to be a rewarding experience. TCEQ appreciates the opportunity to work with your organization in investing its penalty dollars in the State of Texas and appreciates your willingness to help improve the environment.

If you have any questions or concerns, please contact me at (512) 239-2512 or at carlos.flores@tceq.texas.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlos Flores".

Carlos Flores, SEP Specialist
Litigation Division

cc: Nathan E. Vassar, Principal, Lloyd Gosselink Rochelle & Townsend, P.C, via email

The Honorable Keith Ball
October 6, 2023
Page 2

bcc: Samantha Salas, Enforcement Coordinator, TCEQ Enforcement Division
Steven Hall, Team Leader, TCEQ Enforcement Division
Megan Hamilton, Section Manager, TCEQ Enforcement Division









LA MARQUE

GATEWAY TO THE GULF



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Rick Sailer

Department: Public Works

Agenda Item: 10.III.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

The City recently received notification that the Application submitted for the Emancipation Trail Sidewalk Project was approved for funding. City of La Marque's proposed Emancipation Trail Shared Use Path application has been awarded a 100% Engineering and Construction Grant. The project will construct 6-foot-wide and 10-foot-wide shared-use paths along SH 3 from FM 1765 to FM 519 for a total length of 1.9-miles. This project will cover a segment of the proposed 51-mile Emancipation Historical Trail linking Houston and Galveston. The project will also add crosswalks, ADA ramps, signage and make improvements for transit with durable concrete platforms on the roadway for buses.

STAFF BRIEFING:

- City Council approved staff recommendation to submit application(s) for sidewalk projects within the City; three (3) sections were submitted, the Emancipation Trail Sidewalk on Highway 3, extending from FM1965 to FM519, Bayou Road Sidewalks, extending from FM1965 to FM519, and Delany Road Sidewalks, extending from I-45 to FM1765.
- Adicco Engineers (City Engineer) and Provision Resources completed the necessary preliminary design specification and application process respectively.
- The City was recently notified that funding was approved for the Emancipation Trail project in the total amount of \$4,506,471.
- This Project will be engineered and constructed by TxDOT with no financial participation from the City.

HISTORY:

November 29, 2022 - TxDOT Call for Projects for the 2023 TA Set-Aside funding through the Infrastructure Investment Jobs Act (IIJA)

January 2023 - Preliminary Application Submitted

September 2023 - Final Application Submitted

November 2, 2023 - Notice of Award received.

FISCAL IMPACT:

\$4,506,471 Improvement Project for the City, with no financial impact to the City.



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

November 29, 2022

Re: TxDOT's 2023 Transportation Alternatives Set-Aside (TA) Program Call for Projects

To All Interested Parties:

The Texas Department of Transportation (TxDOT) has announced a statewide Call for Projects for Transportation Alternatives Set-Aside (TA) Program funding. The TA program provides funding to plan for and construct a variety of alternative transportation projects that improve safety and mobility for non-motorized travelers and mitigate congestion by providing safe alternatives to motor vehicle transport.

Through TxDOT's 2023 TA Call for Projects, the department will select projects for recommendation to the Texas Transportation Commission (commission) for current TA funds associated with available FY 2022-FY 2023 and anticipated FY 2024-FY 2025 federal appropriations under the Infrastructure Investment and Jobs Act (IIJA), totaling approximately \$250 million. Projects located in all areas of the state, regardless of population size, may be submitted under the current program call.

This Call for Projects features a two-step application process. The Preliminary Application (Step 1) provides high-level proposed project information to determine eligibility and funding opportunities. Following successful completion of Step 1, a Detailed Application (Step 2) provides more comprehensive project information. This two-step approach is intended to enhance the quality of project applications and to foster communication between prospective project sponsors and TxDOT District staff. Both steps must be completed for a project to be considered for funding under this program call.

Applications for TA funds administered through this Call for Projects must be submitted in the form prescribed by TxDOT and in accordance with the program rules located under 43 Texas administrative Code §§11.400 - 11.418.

TxDOT's 2023 TA Program Guide and Preliminary Application (Step 1) are available on the department's website at: <http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>. TxDOT's 2023 TA Program Guide includes detailed information about eligibility requirements, specific procedures applicable to this Call for Projects, evaluation criteria, a map of the department's district offices, a list of the District TA Coordinators, and a list of virtual workshop dates for prospective project sponsors.

The completed Preliminary Application must be received by TxDOT, via Box.com as outlined in the preliminary application instructions, no later than 5:00 p.m., CDT, on Friday, January 27, 2023. The Detailed Application (Step 2) will be posted on TxDOT's webpage on or about March 27, 2023.

Your interest in TxDOT's TA program is appreciated.

Sincerely,

DocuSigned by:

Eric Gleason

Eric L. Gleason

Director, Public Transportation Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

From: [Cesar Garcia](#)
To: [Rick Sailler](#); [Dinh V. Ho P. E. \(dinh@adico-llc.com\)](#); [aliceashley@provisionsr.com](#)
Cc: [Kierra Nance](#); [Mikala Halbrook](#)
Subject: FW: 2023 TxDOT TA Project Awarded for City of La Marque
Date: Thursday, November 2, 2023 1:54:47 PM
Attachments: [image001.png](#)

Rick & Team: Congrats. See notice of funding announcement below. Rick, please prepare an item with this email as the attachment to notify Council of the award.

Kierra/Mikala: Please expect this item although it is after the fact for this upcoming agenda.

Thanks,

Cesar Garcia
City Manager
City of La Marque
1111 Bayou Road
La Marque, Texas 77568
O: 409-938-9211
C: 409-254-7370
www.cityoflamarque.org



Truly Human Notice: Are you receiving this email outside of normal working hours? Many of us currently work at a digitally-enabled, relentless pace. This can disrupt our ability to sleep, eat right, exercise, and spend time with the people that matter most. I am sending you this email at a time that works for me. I only expect you to respond when it is convenient for you. Thank you.

From: PTN_BikePed <bikeped@txdot.gov>
Sent: Thursday, November 2, 2023 1:07 PM
To: Cesar Garcia <c.garcia@cityoflamarque.org>
Cc: Madeleine Hirsch <Madeleine.Hirsch@txdot.gov>; Danielle Johnson-Robinson <Danielle.JohnsonRobinson@txdot.gov>
Subject: 2023 TxDOT TA Project Awarded for City of La Marque

Congratulations, Mr. Garcia!

On October 26, 2023, the Texas Transportation Commission (the Commission) approved funding for 83 Transportation Alternatives Set-Aside (TA) Program projects from across the state valued at approximately \$345.1 million. The Texas Department of Transportation's Public Transportation Division (PTN) manages TxDOT's statewide TA program and wants to congratulate the City of La

Marque on your TA projects that was authorized to receive federal TA funding (100% maximum for preliminary engineering and construction due to Transportation Development Credits eligibility) by the Commission.

For your convenience, a brief description of your recently funded state-selected 2023 TA projects is provided below. Due to the refinement of project applications prior to Commission action, a PDF of your selected project's final 2023 TA application should be downloaded from TxDOT's Box.com by clicking the link below.

Project Sponsor: **City of La Marque**

Project Name: **City of La Marque's proposed Emancipation Trail Shared Use Path**

Phases of work included in award: **Construction**

Federal Funding Amount: **\$4,506,471**

Project Description: The project will construct 6-foot-wide and 10-foot-wide shared-use paths along SH 3 from FM 1765 to FM 519 for a total length of 1.9-miles. This project will cover a segment of the proposed 51-mile Emancipation Historical Trail linking Houston and Galveston. The project will also add crosswalks, ADA ramps, signage and make improvements for transit with durable concrete platforms on the roadway for buses.

Box.com link: <https://txdot.box.com/s/6hm06k4i7yfaqz1rh0vo5uwznbgfx1ev>

Next Steps

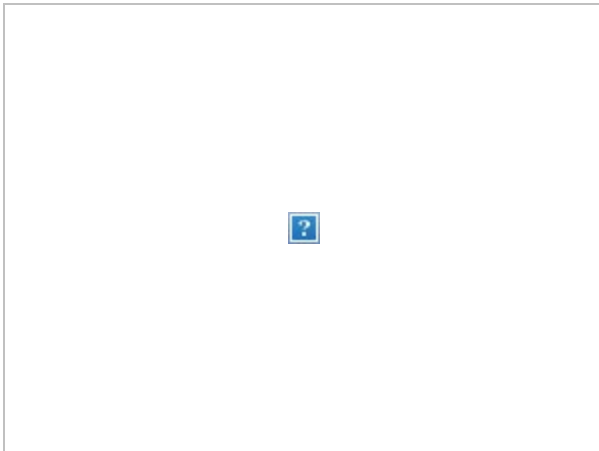
PTN looks forward to working with the project sponsor and district staff to advance 2023 TA projects toward construction. TxDOT's District TA Coordinator, ***Madeleine Hirsch***, and TxDOT's Local Government Projects Coordinator, ***Danielle Johnson-Robinson***, copied on this email, will provide assistance throughout project development. The first steps to initiate recently awarded 2023 TA projects include:

- TxDOT – PTN will send an invite to a virtual workshop to discuss general project initiation and development timelines
- Completing [Local Government Project Procedures Training](#) if the local government will be responsible for any phase of work where they will be reimbursed with federal funds
- Participate in project initiation kickoff meeting with the TxDOT District and Public Transportation Representative
- Coordinating with the TxDOT District and Metropolitan Planning Organization (MPO) to group or, if desired by the local MPO, begin the process to individually list project(s) in the local Transportation Improvement Program (TIP) document and then the Statewide TIP (STIP)
 - If your project will be individually listed in the MPO TIP, please ask your MPO to work with the TxDOT District and TxDOT-PTN on the funding breakdown for the TIP *before* listing the project to avoid the need for a later revision.
- Determining who will be responsible for project development and construction letting and developing a project development schedule
- Initiating coordination with a railroad owner for any project that crosses, parallels, uses a portion of railroad right-of-way, or is within 100 feet of a railroad ROW.
- Developing an Advance Funding Agreement (AFA) and associated documentation

TxDOT's District TA Coordinator will be your primary point of contact to advance these projects and will contact you with further details about the next steps. If you have any questions, feel free to contact **Madeleine Hirsch** or my office.

Thanks,

Noah Heath, AICP
Transportation Alternatives (TA) Program Manager
TxDOT - Public Transportation Division
Noah.Heath@txdot.gov
(512) 486-5973 (o)
(361) 876-7184 (m)



RESOLUTION NO. R-2023-0028

A RESOLUTION SUPPORTING THE CITY OF LA MARQUE, TEXAS'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, The Texas Department of Transportation issued a call for projects in January 2023 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the City of La Marque's application for projects is located in a population area of 50,00 or less seeking TA Funds;

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

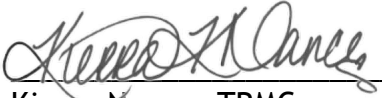
WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible, and the City of La Marque, Texas would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA Funds.

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

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

The City of La Marque supports funding for the projects as described in the City of La Marque's 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. Further, the City of La Marque is willing and able to enter in an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 8th day of May 2023.



Kierra Nance, TRMC
City Clerk



Keith Bell
Mayor



2023 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)
Deadline to Submit PA: January 27, 2023

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of La Marque, Texas
Contact Person: Cesar Garcia Title: City Manager
Street Address: 1111 Bayou Road City: La Marque
Zip Code: 77568 Office Phone Number: (409) 938-9225 Email: c.garcia@cityoflamarque.org
Other partnering entities: TxDOT

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of La Marque Population size: 18,030

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)? ☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? ☐ Yes ☒ No

Project Information

4. Project name: City of La Marque Emancipation Trail Shared Use Path

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

- | | |
|--|---|
| ☐ Bikeway improvements | ☐ Other bicycle, pedestrian, or micromobility infrastructure installations |
| ☒ Shared use path improvements | ☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access |
| ☒ Pedestrian improvements | ☒ Other <u>Transit Improvements</u> |
| ☒ Improvements for non-motorized transportation safety | |
| ☐ Planning document | |

6. Project location

- ☒ On/along a TxDOT maintained roadway ☐ On/along a non-TxDOT roadway
☐ Not within the right-of-way of any roadway

Project location notes: Projects or components of projects located entirely within school or park property that are for internal circulation only are not eligible for TxDOT's TA funding.

7. Provide a Google map link: https://www.google.com/maps/d/u/0/edit?mid=1eRr7iOgVqVFG_RqKc5XYnvt9I6H8ong&usp=sharing

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including **project location, limits, facility type, and width**. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

The project would consist of a 10-foot wide shared use path along State Highway 3 from FM 1765 (Texas Ave.) to FM 519 (Main St.). This project is a segment of the proposed 51 miles Emancipation Historical Trail linking Houston and Galveston. Scope of work includes 1.91 mile of 10' concrete path, including ADA compliant curb ramps, crosswalks, signage and bus pads site. Construction would also include replacing damaged non-compliant sidewalks and ramps. This improvement allows for the improvements of public transit location along this route offering safe access to city amenities including schools, football stadium, City Hall, Library, Police, historical markers, grocery and retail shopping & downtown events. The area has a concentration of mature homes built in the 1950s.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application.

COMMUNITY BASED PROJECTS –preliminary engineering and construction activities.	☐
LARGE SCALE ACTIVE TRANSPORTATION INFRASTRUCTURE –preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
ACTIVE TRANSPORTATION NETWORK ENHANCEMENTS –light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☒
ACTIVE TRANSPORTATION NON-INFRASTRUCTURE –planning documents to assist communities of any size develop non-motorized transportation networks	☐

NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document: (Non-infrastructure projects only)	<u>\$ 0.00</u>
Estimated cost to prepare construction plans, specifications, and estimates:	<u>\$ 10,000.00</u>
Estimated cost to prepare environmental documentation:	<u>\$ 5,000.00</u>
Estimated cost to acquire right-of-way:	<u>\$ 0.00</u>
Estimated construction cost:	<u>\$ 1,238,000.00</u>

Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Local match

Identify source(s) of local matching funds: Transportation Development Credits, Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

12. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they may request the use of Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☒ Yes ☐ No

13. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or involve a change in access to property?

☐ Yes ☒ No ☐ Unk

Does the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project involve relocation of utilities?

☐ Yes ☒ No ☐ Unk

Will this project involve acquisition of right-of-way or require an easement (including railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Does the project use land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Does the project use land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s), OR ☐ Publicly/privately owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Does the project occur within or around properties listed on the National Register of Historic Places?

☐ Yes ☒ No ☐ Unk

Is the project located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

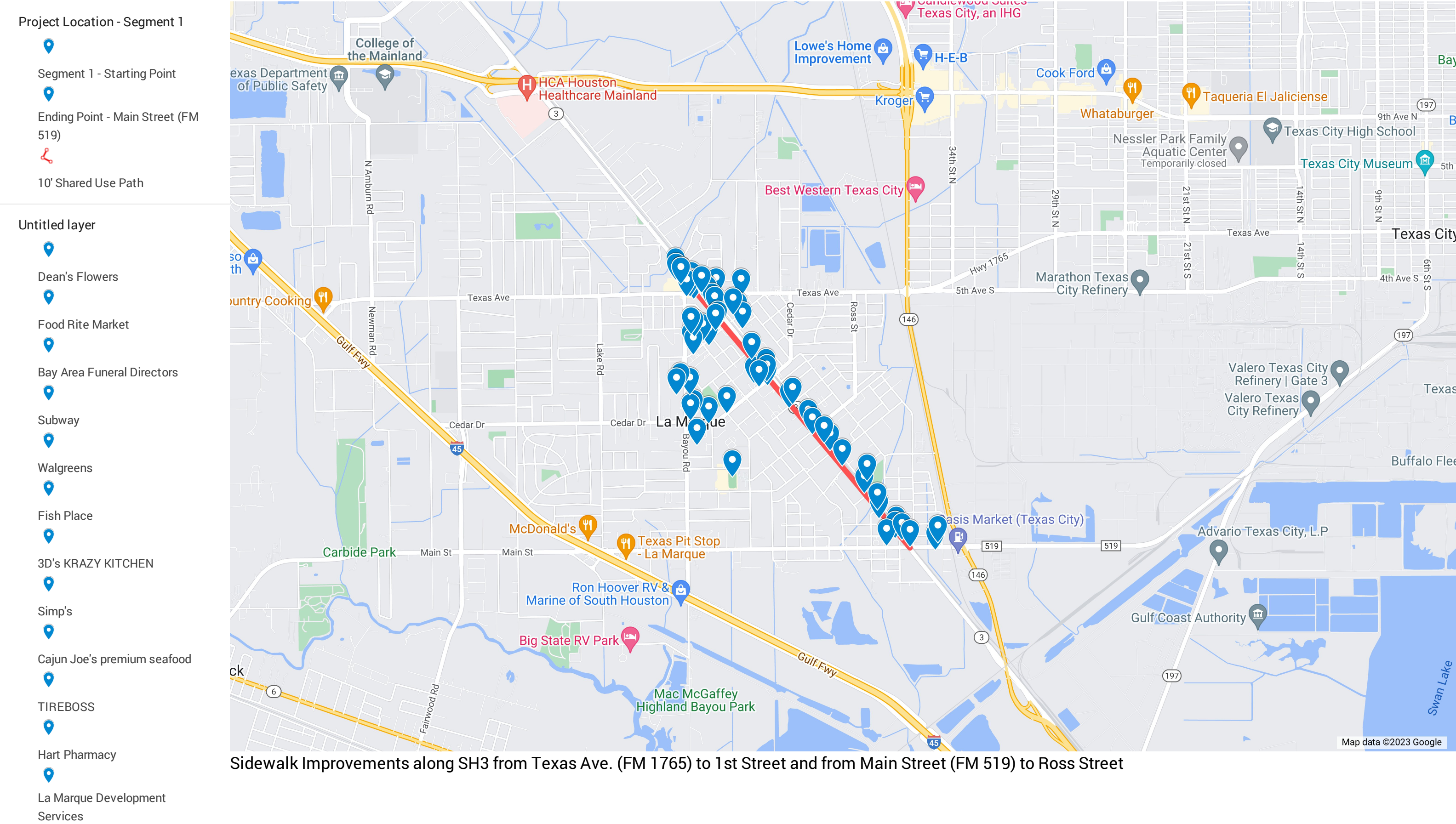
Does the project involve placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk

City of La Marque Emancipation Trail Shared Use Path



- 

La Marque Police Department
- 

Art of Coffee La Marque
- 

La Marque Development Services
- 

Benito's Mexican Restaurant
- 

Neighborhood Veterinary Centers - La Marque
- 

Evelyn's Tuxedo Rental
- 

Deborah's Daycare & Preschool
- 

Cornerstone Fellowship Church
- 

5 Star Washateria
- 

Dry Cleaners
- 

Family Dollar
- 

Food Rite Market
- 

Food Rite Market
- 

Texas First Bank
- 

Fullers Pharmacy
- 

Associated Credit Union of Texas - La Marque
- 

Texas Discounted Motor Vehicles
- 

Valero



Cedar Drive Apartments



Greater Saint Paul Missionary
Baptist Church



The Birria Taco Factory



Zebco's Collision



SH 3 & Delmar St.



SH 3 & Hathaway St.



SH 3 & Larcom St.



SH 3 & Pear St.



SH 3 & Holly St.



La Marque Cemetery



Dollar General



SH 3 & Plum St.



SH 3 & Orange St.



Mickey's Marine Inc



Main St. & 5th Ave.



SH 3 & 4th Ave.



UPS Customer Center



Murphy's On Main



Etheredge Stadium



Jimmy Hayley Elementary



Cedar Dr & SH 3 (Cedar Drive Village)



Cedar St. @ Cedar Dr. Village



Cedar St. & Howell St.



Resurrection Resale



La Marque City Hall



Kim Nails



La Marque Public Library



Animal Alliance of Galveston County



DG Market



Detailed Application

Additional program information can be found in TxDOT's 2023 TA Call for Projects Program Guide
<https://www.txdot.gov/business/grants-and-funding/bicycle-pedestrian-local-federal-funding-programs.html>
NOTE: All attachments must be submitted in letter-sized (8.5" x 11") format.

APPLICATION INFORMATION

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

City of La Marque

2. Jurisdiction Population ("https://data.census.gov/")

18030

3. Type of Organization/Agency/Authority

Regional Transportation Authority

4. Project Sponsor Contact Information (Authorized representative)

Contact Person:

Cesar Garcia

Mailing Address:

1111 Bayou Road

Mailing City:

La Marque

Zip Code:

77568

Contact's Phone:

409-938-9211

Email:

c.garcia@cityoflamarque.org

Title:

City Manager

Website:

c.garcia@cityoflamarque.org

Physical City:

Zip Code:

Entity's main phone

Physical Address:

Other partnering governments/ project sponsors:

PROJECT CATEGORY

5. Select the project categories sought based on the determined eligibility from Step 1 of the application process.

Community Based Infrastructure (Traditional TA)

PROJECT DESCRIPTION

6. Project Name (Name should fit in space provided)

City of La Marque's proposed Emancipation Trail Shared Use Path

7. Project Description (Maximum 400 characters)

Project consists of 10' shared use path at SH-3 from FM 1765 to FM 519 and includes 6' & 8' sidewalks. Project is a segment of the proposed 51 miles Emancipation Historical Trail linking Houston and Galveston. Scope of work includes 1.91 miles of 6', 8' SW and 10' SU path, including ADA curb ramps, crosswalks, signage, bus pads site. Construction would also include replacing damaged non-compliant sidewalks and ramps. This improvement allows for the improvements of public transit location along this route offering safe access to city amenities.

Page 1

Page 478 of 656

PROJECT DESCRIPTION**8. Project Location Information**

TxTODOT District	Houston
Texas County	Galveston

9. Metropolitan Planning Organization (MPO)

a. Is any part of the project located within MPO boundaries?

Yes

b. If yes, please specify which MPO

Houston-Galveston MPO (HGAC) (TMA)

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

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

10. Transportation Alternatives (TA) and Safe Routes to School (SRTS)

a. Does this project connect children to schools or school related activities, or part of a Safe Routes to School plan or Program?

No

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

No prior submittal

c. Has the project been awarded funds under a prior TxDOT TA or SRTS Call for Projects? Please select the call it was awarded funds.

No prior submittal

11. Detailed Project location

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

https://www.google.com/maps/d/u/0/edit?mid=1eRr7iOgVqVFG_RqKc5XYnvt9I6H8ong&usp=sharing

b. Project location in relation to roadways:

On/along a TxDOT maintained roadway

c. Project location Describe using streetname, adjacent waterway or other identifying landmark

On or adjacent to (*ex main street*)

SH-3

From: FM 1765

To: FM 519

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

CB_1

PROJECT DETAILS

12. Project Details

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

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

The construction plans for this project are currently:

Under Development with 50% complete

13. Primary facility

Primary Facility Type:	Shared Use Path
Total length:	1.91 (select)
Facility Width:	10 feet
Material Depth:	6 inches
Surface type/material:	Concrete

14. Secondary facility

Secondary Facility Type:	Other: Neighborhood Bikeway
Total length:	0.2 miles
Facility Width:	feet
Material Depth:	inches
Surface type/material:	Asphalt

Does the project propose lighting adjacent to a roadway within state-maintained right-of-way? (select)

15. Bridges

Does this project include bridge improvements?

Yes, rehab only

Total # of proposed bridges:

1

Note: If more than one bridge is proposed, identify the bridge with the longest span length in the detailed application and identify additional bridges in **Attachment B**.

Structural Materials (Deck/ Beams):	N/A
Bridge Construction:	N/A
Bridge Length (feet):	
Bridge Width (feet):	
Rail Type:	Pedestrian

CB_2

SAFETY**16. Identified bicycle and/or pedestrian safety hazards and countermeasures**

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

Identified hazards and countermeasures

High roadway speed (45 mph or greater)	Risk , countermeasures include Adding shared use path with buffer
Hazardous intersection/conflict point	Risk , countermeasures include Add crosswalk, early warning signs, ramps, proper signage
Uncontrolled intersection/crossing	Risk , countermeasures include Add crosswalk, early warning signs, ramps, proper signage
Lack of bike/ped infrastructure	Risk , countermeasures include Early warning signs, add shared use path w/ buffer, flashers, pedestrian walkways, to be placed
High motor vehicle traffic volume	Risk , countermeasures include Adding shared use path with buffer
On-street parking	
Wide roadway crossing (4 or more lanes)	Risk , countermeasures include Adding shared use path with buffer
Lack of lighting	
other: No Pedestrian Railing	Risk, countermeasures include Add pedestrian hand rail

17. Bicycle and/or pedestrian infrastructure elements

Which of the following features are part of the proposed project? Check all that apply. Clearly identify these features on: [Map 1-Safety](#)

Identified features

closes a gap in bicycle or pedestrian network, includes a vertical separation element, new bicycle &/or pedestrian infrastructure, features traffic markings/signage, facility is offset from road (>5'),

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

CB_3

CONNECTIVITY AND ACCESSIBILITY

18. Connection to multimodal transportation

Transit: Does the project support multi-modal transportation by providing access to a rail station, streetcar, and/or a bus stop?

Existing and planned

Bike: Does the project connect to existing or planned bicycle facilities? Please check the facilities to which this project would connect. Clearly label on [Map 2-Connectivity](#). Project connects to:

Planned

Pedestrian: Does the project connect to existing or planned pedestrian facilities? Please check the facilities to which this project would connect. Clearly label on [Map 2-Connectivity](#). Project connects to:

Existing and planned

19. Connectivity to Destination

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

The proposed project connects to the following destinations

Central Business District, Park, Library, Neighborhood, Other special trip generator (label on map), Community center, Health facility (medical center, sports field), Fresh foods (grocery stores, farmers markets), Commerical Center,

20. Barrier Elimination

Does the project eliminate an existing barrier to travel and provide safe crossing of that barrier by individuals with disabilities, pedestrians, bicyclists, and other non-drivers of all ages and abilities? Indicate the number of barriers below by clicking up/down. Clearly label on [Map 2-Connectivity](#)

ADA barriers*	5
Four lanes or larger roadways	1
Waterbod(ies)	2
Railroads	0
Other:	0

*For ADA barriers only count each type of ADA barrier that is being eliminated. For example, if your project includes curb ramps that would count as one barrier, and accessible pedestrian signals would count as another barrier.

21. Long-distance bicycle route and tourism

Does the project implement a segment or locally favored alternative on the Bicycle Tourism Trail Example Network, improve non-motorized connections between population centers, and/or extend or develop other regional nonmotorized route for tourism? Label attachments to support your answer as [E- Long Distance Bicycle Routes](#).

Segment of regional non-motorized route for tourism

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

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

CB_4

GEOGRAPHIC EQUITY

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

COMMUNITY SUPPORT AND PLANNING

22. Project Sponsor Resolution

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

23. Public Involvement and Support

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

b. List all collaborating partners and their role in developing/implementing the proposed project.

City of La Marque and TxDOT

c. Letters of Support.

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

24. Maintenance and Operation

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

TxDOT will own and maintain the facilities upon completion of construction

25. Planning

a. Projects may be referenced in various planning documents, such as local Bicycle, Pedestrian, Safe Route to School, Corridor, Traffic Safety, Hazardous Route List, or other Transportation Plan (if applicable). Is the proposed project included in a local transportation plan?

Yes

If yes, please ensure that this plan has been added to the Active Transportation Plan Inventory (ATPI). See this link for more information:

<https://www.txdot.gov/projects/planning/bicycle-pedestrian-planning-designing/plan-inventory-tool.html>

If yes, include as an attachment ONLY the cover and pages of the plan referring to this project. Label attachment(s) as **I- Local Planning** - No more than 10 pages.

Insert transportation plan weblink:

<https://parkplanning.nps.gov/projectHome.cfm?projectID=95793>

b. Transition Plan for ADA Compliance

Is the proposed project included in the project sponsor's Transition Plan for ADA compliance? If yes, include as an attachment only the cover and pages from the plan relevant to this project. Label attachment(s) as **I- Local Planning** - No more than 10 pages.

Yes

TxDOT will give consideration to small communities (50,000 or less in population) who have limited access to planning resources.

CB_5

PROJECT COMPLEXITY**26. Environmental Documentation**

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

No

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

No

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

No

If "Yes" is marked for either 26a, 26b, or 26c, then provide written description of potential coordination, mitigation, and/or permitting actions foreseen for the proposed project. Label attachment(s) as **K- Environmental Documentation - No more than 10 pages**.

27. Property Ownership and Acquisition Information

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

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

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

N/A

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

If Yes, identify known encroachments in an attachment.

N/A

c. If acquired after 1971, was the property acquired in accordance with the Uniform Act?

N/A

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

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

28. Requirements - Signals, Beacons, and School Zones

Projects proposing new traffic control devices including flashing beacons (RRFBs and PHBs) and school zones MUST attach supporting documentation demonstrating these improvements meet warrant/conditions in accordance with the TMUTCD and TxDOT policy. Label attachment(s) **M- Signals, Beacons, and School Zones**.

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

a. Does the project cross RR right-of-way (ROW) or encroach (within 100') or begin/end within 500 feet from an at-grade highway-rail crossing?

No

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

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

No

c. Does this project include rail banked right-of-way? Label attachment(s) as **N- RR Support/Right-of-Entry Letter - No more than 10 pages**

No

CB_6

PROJECT TIMELINE

Estimate the number of months it will take to complete this project (from planning through construction). Estimate the time required for each activity listed below. Several activities should be accomplished concurrently (such as environmental documentation, PS&E development, railroad coordination, and property acquisition); as a result, the Total Projected Time Estimate will be less than the total of the time estimated for each activity. Refer to the 2023 TA Program Guide for additional guidance. Label attachment(s) as **O-Project Timeline** - No more than 2 pages

Month	Activities
6	Planning Activities (<i>minimum 6 months</i>) (Include the project in the STIP, execute Advance Funding Agreement (AFA) with the department, complete required local government training, assign local government and department roles and responsibilities, etc.)
6	Project Design and Plan Preparation (<i>minimum 6 months</i>). (Solicit, select, negotiate, and execute contract(s) for engineering and environmental services. Develop construction Plans, Specifications, and Estimates (PS&E) to state and federal standards. Include time for review by TxDOT District and Division staff, a registered accessibility specialist, and other agencies as needed.)
6	Environmental Clearance (<i>minimum 6 months</i>) . (Complete the NEPA Scope Development Tool, environmental documentation, and appropriate resource studies; consider environmental mitigation, permits, and review by resource agencies). All documentation and exhibits must meet state and federal standards.
0	Row Acquisition (acquisitions should occur after environmental clearance)(Include time for surveying, appraisals, title transfer, etc. Only incidental utility adjustments may be eligible.)
3	Railroad coordination (<i>1 to 2 years</i>) . (Include time for railroad owner review of plan documents and execution of railroad agreement.)
12	Project Construction/Implementation (<i>minimum 12 months</i>) . (Include time for advertising, procurement of construction contractor, contract negotiations, site preparation, construction, inspection, project close-out, etc.)
33	Total Project Development Time Estimate

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

CB_7

ITEMIZED BUDGET

30. Itemized Construction Cost Estimate

a. Please provide the contingency estimate this project cost estimate is using:

10%

Contingency is only allowable if the project PS&E is less than 60% complete.

b. Inflation percent increase assumed as part of this project cost estimate is equal to 4%.

c. What year does this cost estimate assume construction begins?

FY 2025

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

[Click here for TxDOT's Average Low Bid Unit Prices](#) (or visit:

https://tableau.txdot.gov/views/BidItemAverageCost/BidItemAvgCostDashboard?%3Aembed=y&%3AisGuestRedirectFromVizportal=y&%3Aorigin=card_share_link)

Work Activities	Quantity	Unit	Unit Price	Amount
PREPARING ROW	101	STA	\$3,025.00	\$305,525
REMOVING CONC (RIPRAP)	265	SY	\$33.20	\$8,798
REMOVING CONC (CURB)	500	LF	\$12.99	\$6,495
REMOVING CONC (SIDEWALK OR RAMP)	2,475	SY	\$36.93	\$91,402
REMOVING STAB BASE AND ASPH PAV (6")	4,293	SY	\$13.7	\$58,944
BLOCK SODDING	2,483	SY	\$13.4	\$33,223
FERTILIZER	1	AC	\$625.0	\$321
VEGETATIVE WATERING	7	MG	\$45.0	\$315
CEMENT TREAT SUBGRADE (6")	9,564	SY	\$25.6	\$244,838
DRILL SHAFT (TRF SIG POLE) (36")	106	LF	\$308.2	\$32,672
RIPRAP (CONC)(4")	355	CY	\$455.0	\$161,525
PEDESTRIAN RAIL (TY PR11)	120	LF	\$200.0	\$24,000
ADJUSTING MANHOLES	15	EA	\$1,173.9	\$17,609
MOBILIZATION	1	LS	\$154,686.0	\$154,686
BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	\$8,726.1	\$87,261
BIODEG EROSN CONT LOGS (INSTL) (8")	488	LF	\$5.1	\$2,484
CONC CURB(TY II)	500	LF	\$18.0	\$9,000
DRIVEWAYS (CONC) (HES)	4,293	SY	\$300.0	\$1,287,925
CONC SIDEWALKS (4")	355	SY	\$85.9	\$30,480
CONC SIDEWALKS (6")	5,270	SY	\$92.0	\$484,840
CURB RAMPS (TY 5)	2	EA	\$2,859.7	\$5,719
CURB RAMPS (TY7)	19	EA	\$2,145.0	\$40,755
CURB RAMPS (TY10)	5	EA	\$2,090.0	\$10,450
REPLACE EXISTING ALUMINUM SIGNS (TY A)	135	SF	\$37.6	\$5,073
INSTALL HWY TRF SIG (SYSTEM)	1	EA	\$40,664.0	\$40,664
REMOVING TRAFFIC SIGNALS	4	EA	\$3,487.6	\$13,950
PORTABLE CHANGEABLE MESSAGE SIGN	90	DAY	\$257.5	\$23,171
BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	\$8,509.7	\$8,510
TMA (STATIONARY)	150	DAY	\$361.9	\$54,281
PEDESTRIAN POLES (1 INTERSECTION)	4	EA	\$872.3	\$3,489
				\$0
				\$0
				\$0
				\$0
FORCE ACCOUNT - POLICE OFFICERS	1	LS	\$55,000.0	\$55,000
FORCE ACCOUNT - SW3P	1	LS	\$5,000.0	\$5,000
				\$0

(Continued on next page)

Subtotal: \$3,308,404

Itemized Construction Cost Estimate (Page 2 of 3)

[illegible]

Itemized Construction Cost Estimate (Page 3 of 3)

[illegible]

31. Additional Construction-Related Costs:

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

Work Activities	Quantity	Unit	Unit Price	Amount
Construction Phase Project Administration	1	LS	\$27,000.00	\$27,000
Construction Engineering and Inspection	1	LS	\$27,000.00	\$27,000
Material Testing	1	LS	\$27,000.00	\$27,000
Land Survey	1	LS	\$20,000.00	\$20,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total:				\$101,000

32. Preliminary Engineering (PS&E and Environmental) Costs

Identify proposed preliminary engineering costs to be incurred by the project sponsor after project selection and after authorization to proceed.

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

Work Activities	Cost/Value
Total:	\$0

BUDGET SUMMARY

33. Project Budget Summary *(many lines automatically populate)*

Total Itemized Construction Cost Estimate <i>(topic 30 total, from Budget Page 3)</i>	1.	\$3,308,404
Contingency Costs <i>(line 1 X contingency percentage)</i>	2.	\$330,840
Inflation Adjustment <i>(line 1 X 4% X assumed years until construction)</i>	3.	\$269,966
Total Additional Construction-Related Costs <i>(topic 31 total, from Budget Page 4)</i>	4.	\$101,000
Total Construction Cost Estimate <i>[Sum of lines 1 through 4]</i>	5.	\$4,010,210
TxDOT Direct State Costs for project oversight <i>(15% of line 1)</i>	6.	\$496,261
Total Preliminary Engineering Cost <i>(topic 32 total, from Budget Page 4)</i>	7.	\$0
Total Project Cost Estimate <i>[Sum of lines 5 through 7]</i>	8.	\$4,506,471
Optional Local Match Increase*	20% of line 8	(see table)
TxDOT Optional Discretionary Funds**	0.0%	(see table)

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

***Local Match:** Project sponsors may increase the required Local Match above 20% by adjusting the Local Match percentage in the box above. If the project is eligible for Transportation Development Credits (amount shown in number 9 below), then the federal share will be fixed at 100% federal participation in lieu of local match.

****TxDOT Discretionary Funds:** In a minority of cases, TxDOT Districts may participate financially in projects to reduce the local match. "Optional Local Match Increase" percentage and "TxDOT Optional Discretionary Funds" percentage must total 20%. See Detailed Application Instructions for more information.

Eligibility for Transportation Development Credits

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

City of La Marque ▼

Eligible Transportation Development Credits	9.	\$901,294
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	Participation				
	Percent	Preliminary Engineering Costs	Construction Costs (plus contingency and inflation)	Direct State Costs	Total Project Costs
Federal	100.0%	\$ -	\$ 4,010,210	\$ 496,261	\$ 4,506,471
State	0.0%	\$ -	\$ -	\$ -	\$ -
Local	0.0%	\$ -	\$ -	\$ -	\$ -
Total	100%	\$ -	\$ 4,010,210	\$ 496,261	\$ 4,506,471

COST PARTICIPATION SUMMARY

Total Federal Participation	100.0%	\$4,506,471
Total State Participation	0.0%	\$0
Total Local Participation	0.0%	\$0

PROJECT COMMITMENT

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

- ☒ This is a reimbursement program. If the project sponsor implements any stage of the project, then they must finance that phase until reimbursement funds are available. Invoices must be submitted with proper documentation on a regular basis (typically monthly, but no less than quarterly).
- ☒ If TxDOT implements any phase of the project on behalf of the project sponsor, then any local match would be due in full to TxDOT prior to commencement of each phase (i.e. preliminary engineering or construction). Project selection does not guarantee that TxDOT will implement a project on behalf of any recipient.
- ☒ Until authorized by TxDOT with a notice to proceed, the project sponsor should not enter into a contract or incur costs for any aspect of the project for which the project sponsor is seeking federal participation. Otherwise, the project sponsor risks incurring costs that will not be reimbursed.
- ☒ The project sponsor understands they are responsible for providing a local match (cash) to cover 20% of the total project cost (including TxDOT Direct State Costs) unless eligible for Transportation Development Credits (TDCs). For project sponsors eligible for TDCs, these credits will be applied as additional federal funds in lieu of local match. Depending on approved local match option, TxDOT will reimburse a portion or all of the total expenses on each invoice submitted with proper documentation of expenses.
- ☒ The project sponsor must be prepared to fund any project costs in excess of the amounts indicated in the budget entered into this detailed application and/or the amount awarded by the commission (i.e., project cost overruns).

DocuSigned by:

 C6A8E9E13F4D4C7...
 Signature

Cesar Garcia, City Manager
 Print Name and Title

409-944-8101
 Telephone Number

9/28/23
 Date

 TxDOT District Signature (if applicable)

 Print Name and Title

 Telephone Number

 Date

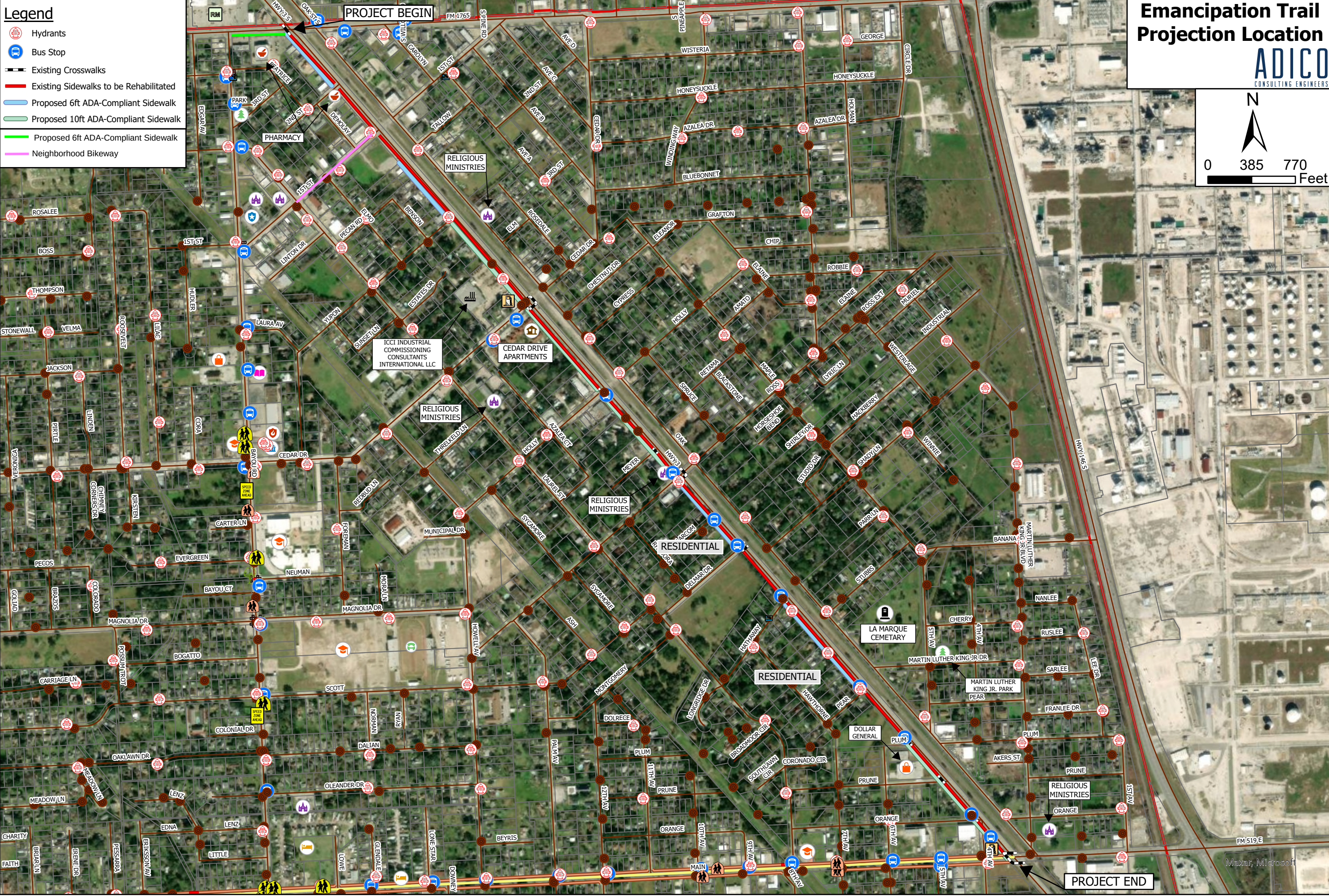
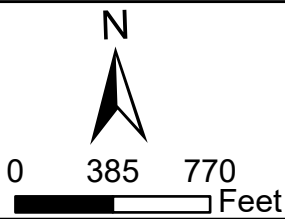
Refer to TxDOT's 2023 TA Detailed Application Instructions for submittal instructions.

Attachment A – Project Location Information

Legend

- Hydrants
- Bus Stop
- Existing Crosswalks
- Existing Sidewalks to be Rehabilitated
- Proposed 6ft ADA-Compliant Sidewalk
- Proposed 10ft ADA-Compliant Sidewalk
- Proposed 6ft ADA-Compliant Sidewalk
- Neighborhood Bikeway

Emancipation Trail
Projection Location
ADICO
CONSULTING ENGINEERS

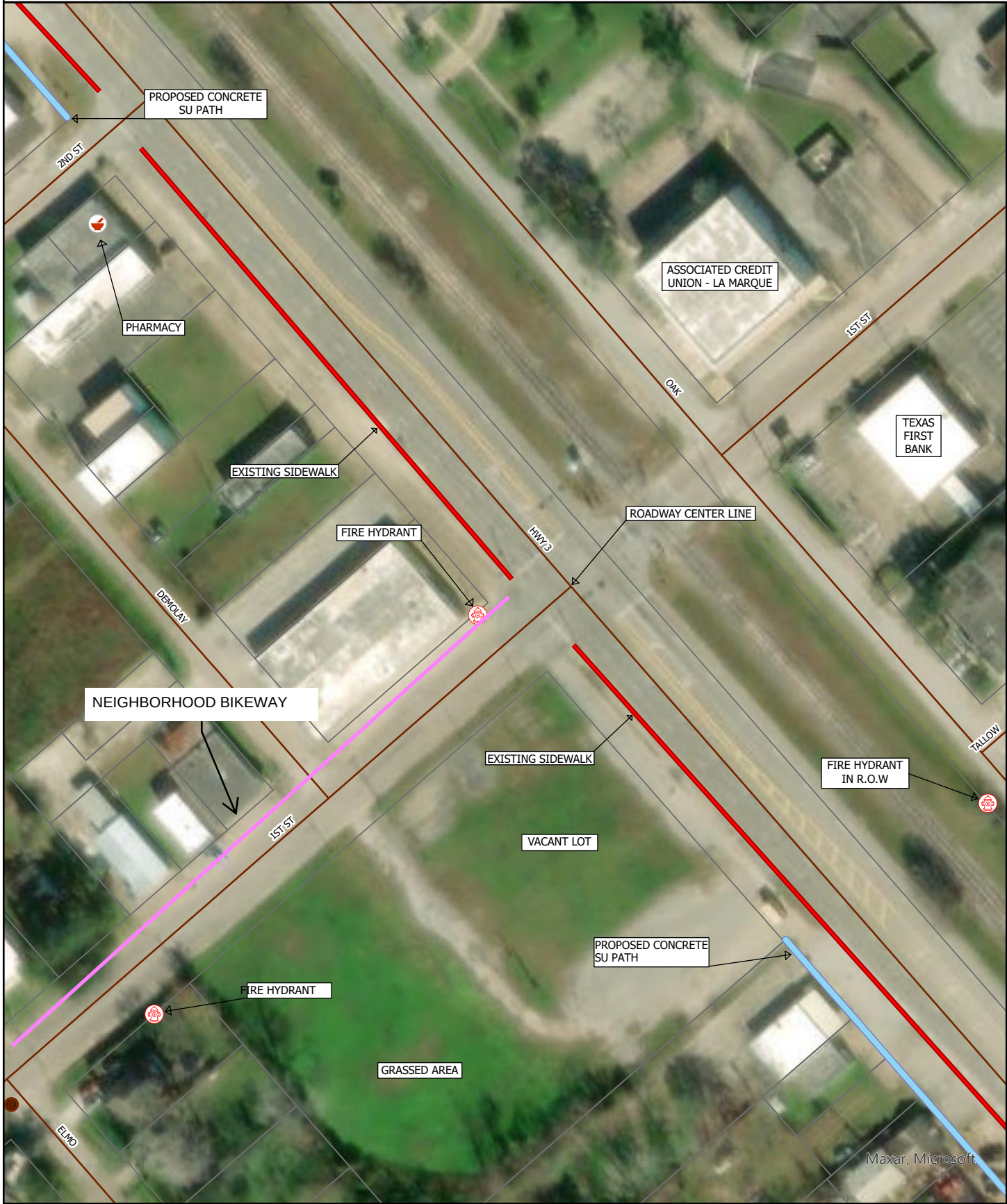


Attachment B – Project Details

Project Layout
Emancipation Trail & 1st St.

0 55 110 Feet

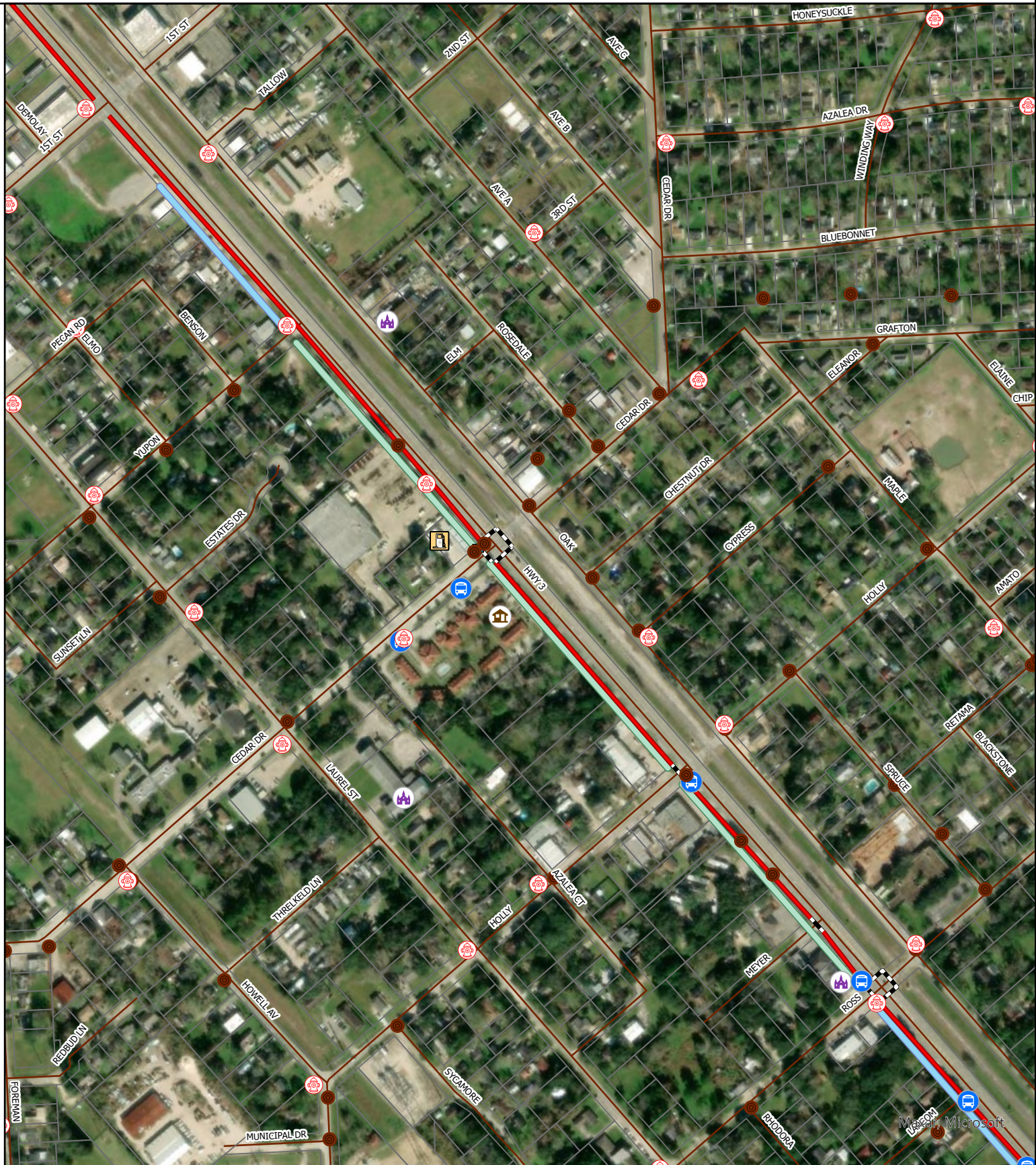
0 160 320 Feet



Project Layout
Emancipation Trail & Cedar

0 75 150
Feet

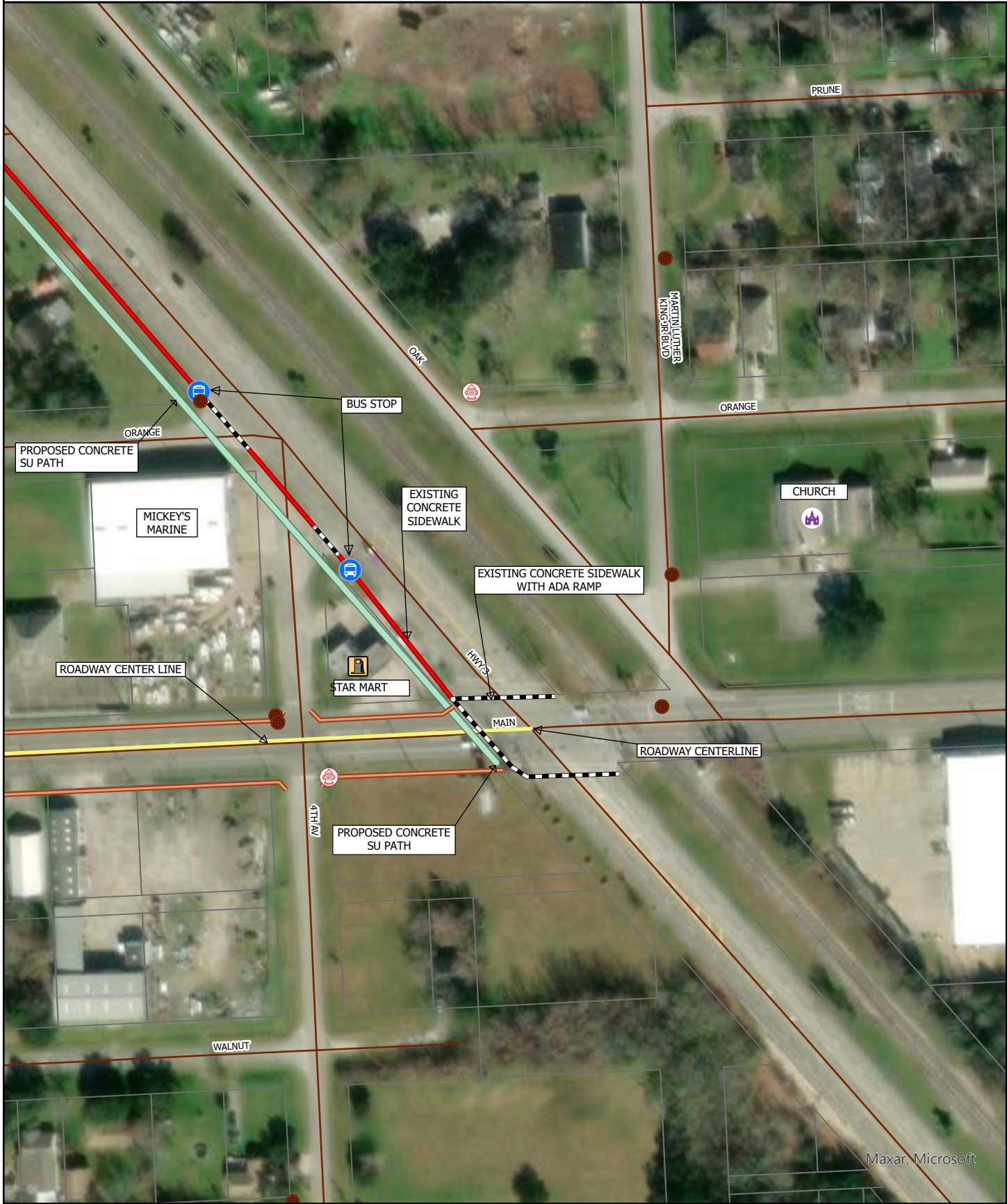
0 225 450
Feet



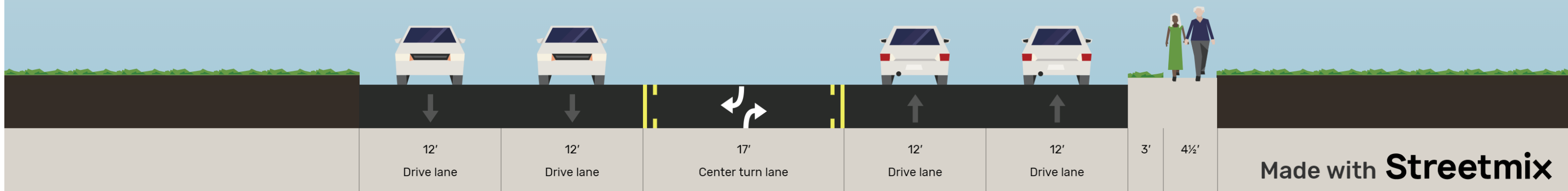
Project Layout
Emancipation Trail & FM 519

0 75 150
Feet

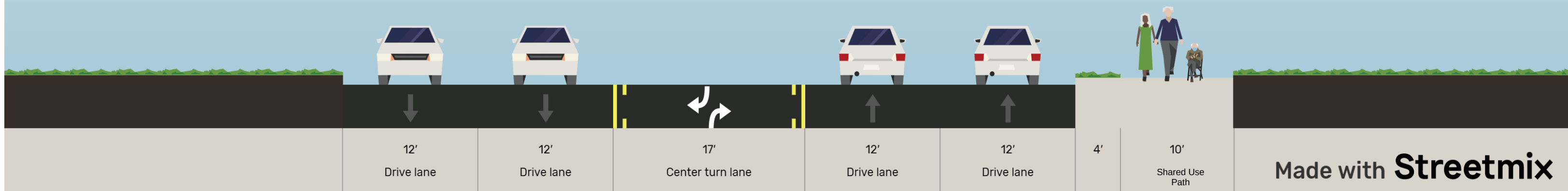
0 150 300
Feet



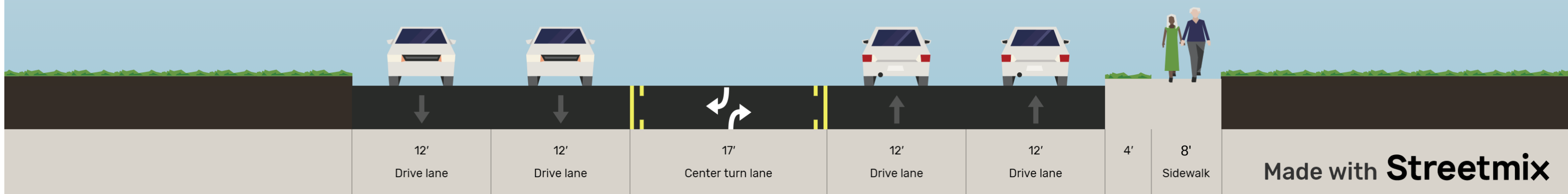
Existing Emancipation Trail at SH-3



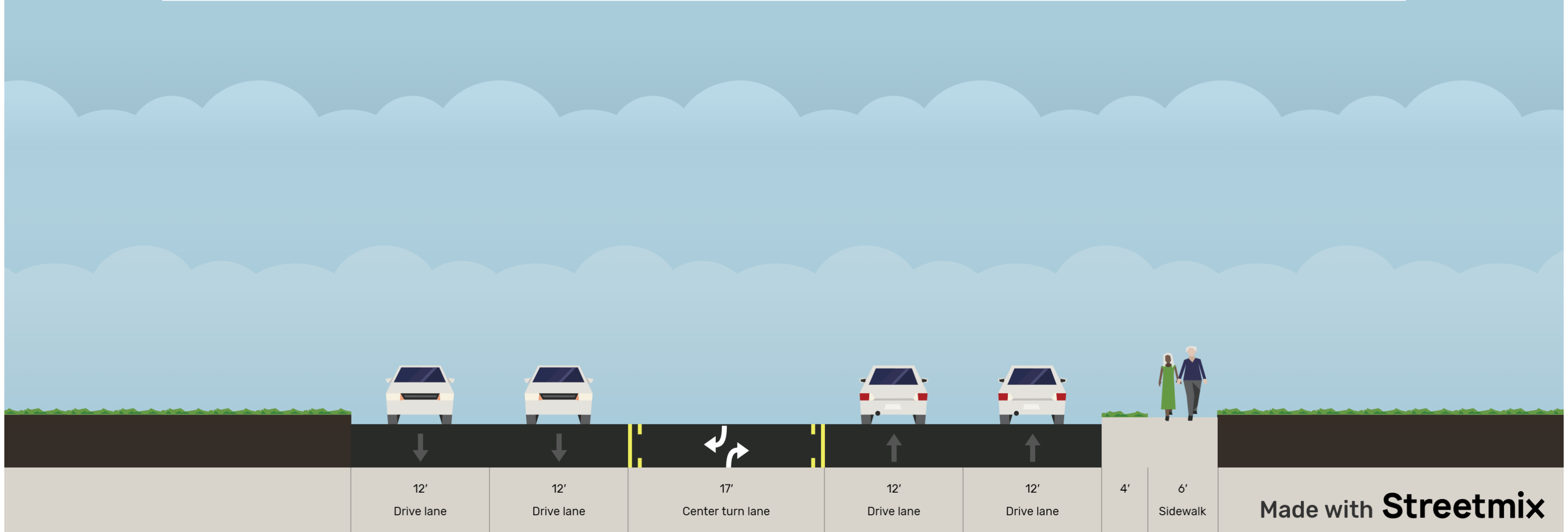
Proposed Emancipation Trail at SH-3



Proposed Emancipation Trail at SH-3



Proposed Emancipation Trail at SH-3





EMANCIPATION TRAIL AT SH-3

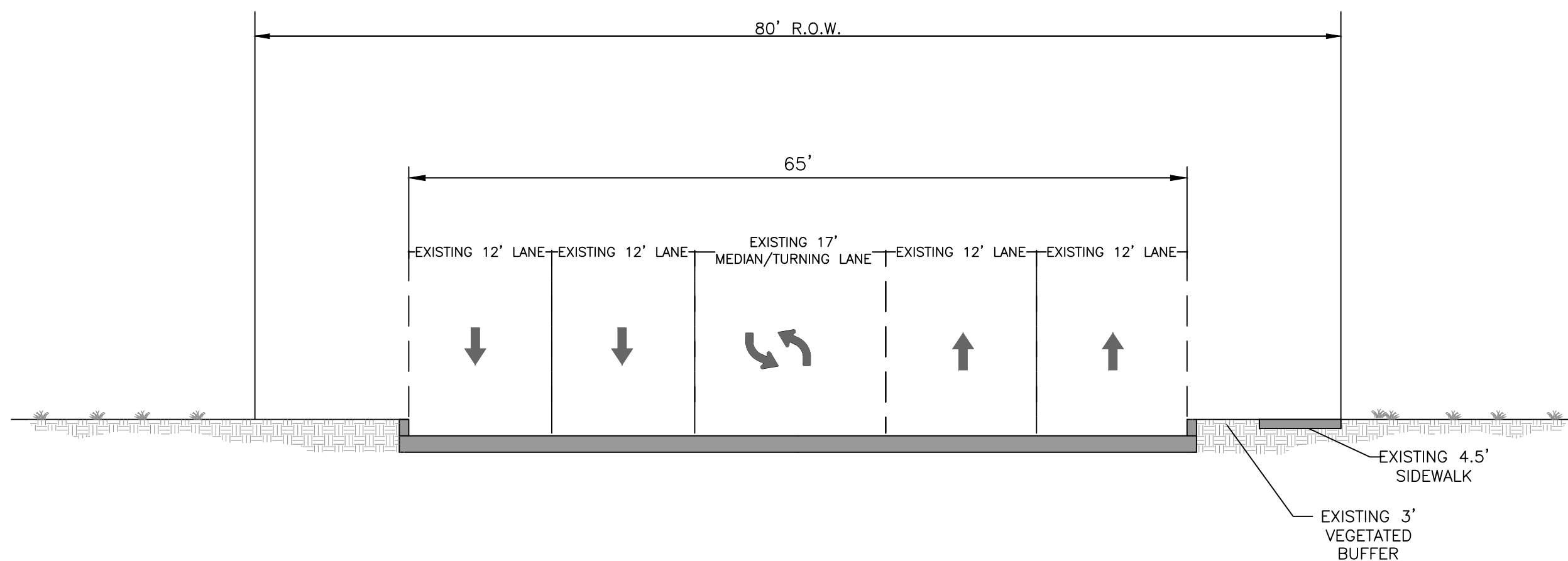
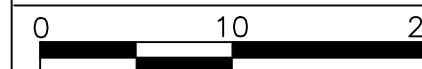


EXHIBIT 1.0 - Existing Sidewalk Improvement Section

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

CITY OF LA MARQUE
Emancipation Trail Shared Use Path
Improvement
Exhibit 1.0 - Existing Sidewalk



SCALE: 1" = 10'



EMANCIPATION TRAIL AT SH-3

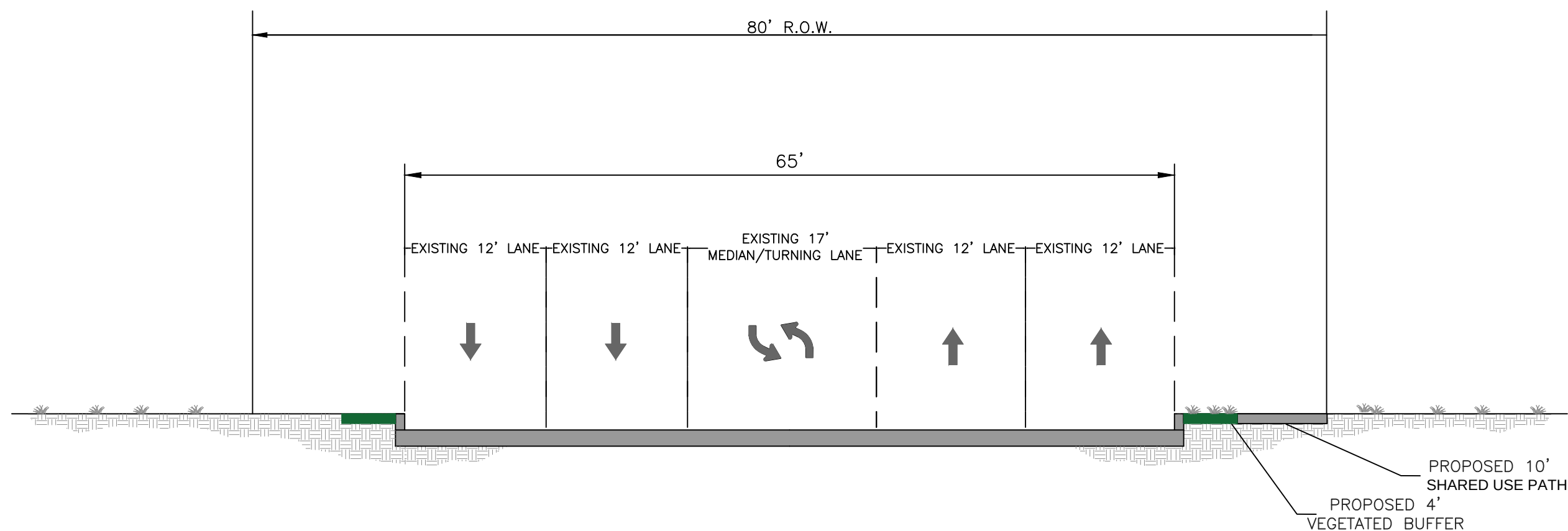
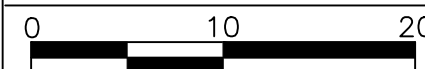


EXHIBIT 1.1 - Proposed Shared Use Path Section (Type 1)
10' shared use path

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

CITY OF LA MARQUE
Emancipation Trail Shared Use Path
Improvement
Exhibit 1.1 - Proposed Section (Type 1)



SCALE: 1" = 10'



EMANCIPATION TRAIL AT SH-3

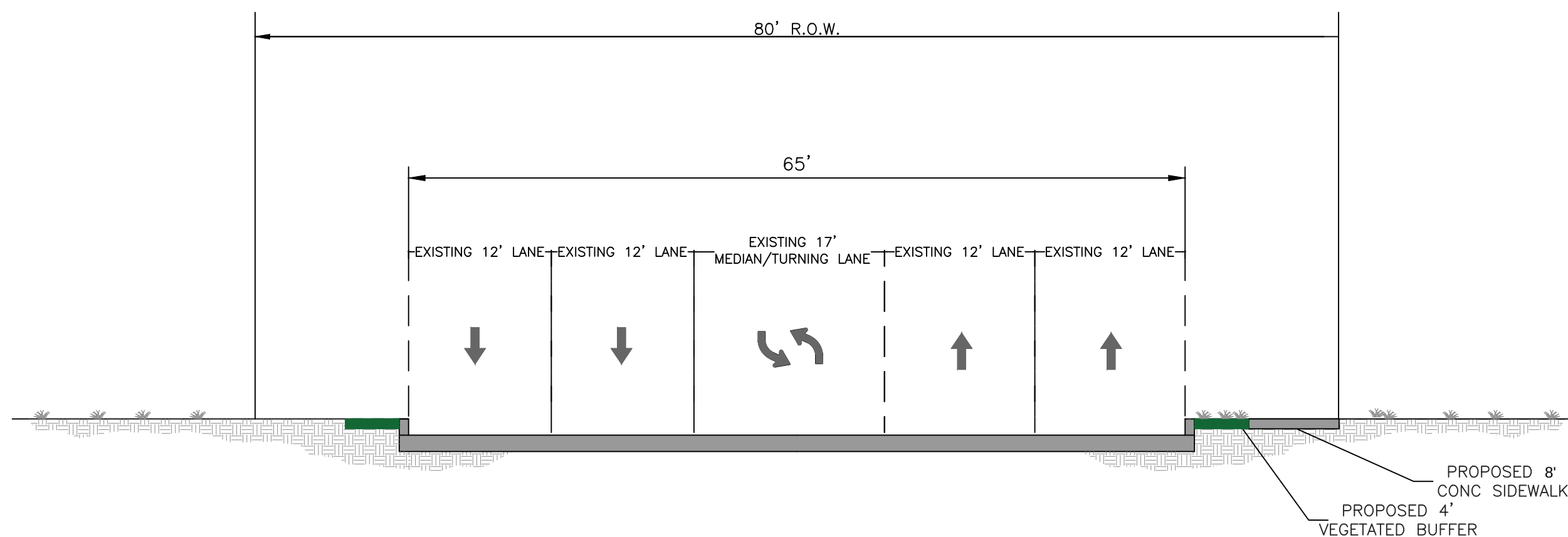
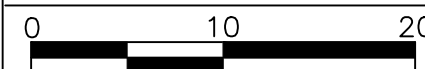


EXHIBIT 1.2 - Proposed Sidewalk Section (Type 2)
8' sidewalk offset from existing curb

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2114 EL DORADO BLVD, STE. 400
FRIENDSWOOD, TX 77546
PHONE: 832-895-1093
WWW.ADICO-LLC.COM

CITY OF LA MARQUE
Emancipation Trail Shared Use Path
Improvement
Exhibit 1.2 - Proposed Section (Type 2)



SCALE: 1" = 10'



EMANCIPATION TRAIL AT SH-3

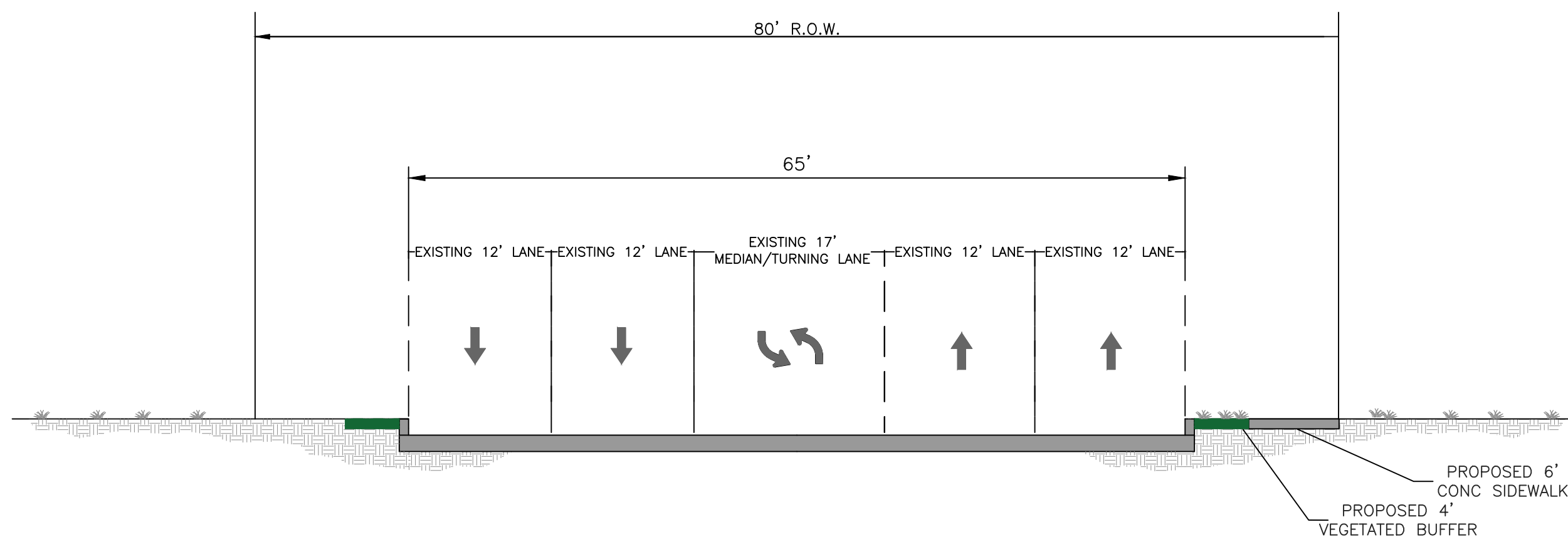
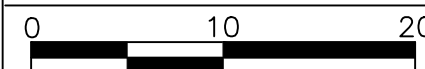


EXHIBIT 1.3 - Proposed Sidewalk Section (Type 3)
6' sidewalk offset from existing curb

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

CITY OF LA MARQUE
Emancipation Trail Shared Use Path
Improvement
Exhibit 1.3 - Proposed Section (Type 3)

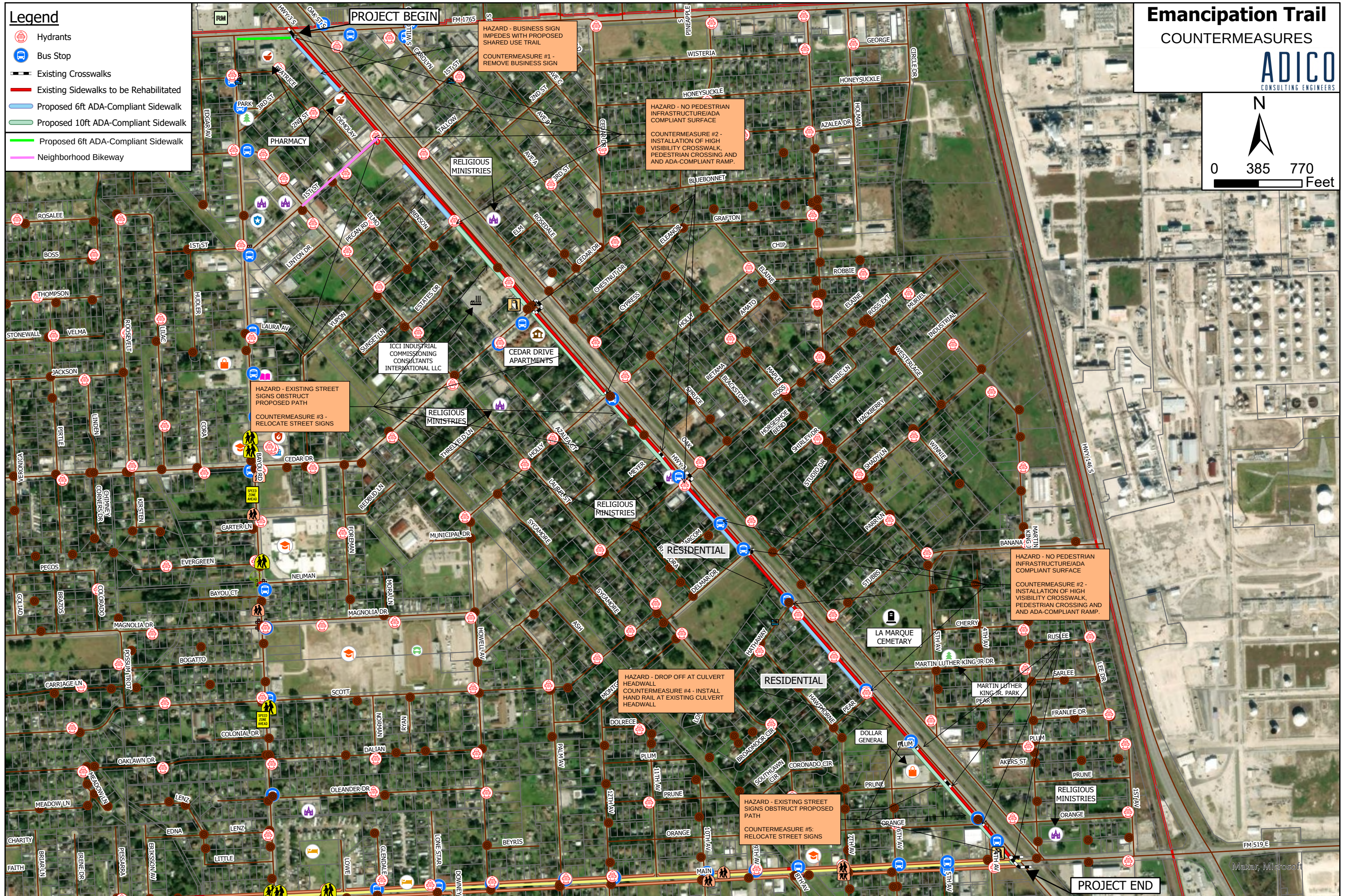
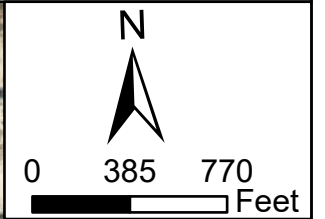


SCALE: 1" = 10'

Attachment C – Safety Hazards and Countermeasures

- Hydrants
- Bus Stop
- Existing Crosswalks
- Existing Sidewalks to be Rehabilitated
- Proposed 6ft ADA-Compliant Sidewalk
- Proposed 10ft ADA-Compliant Sidewalk
- Proposed 6ft ADA-Compliant Sidewalk
- Neighborhood Bikeway

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CONSULTING ENGINEERS



COUNTERMEASURE #1 BUSINESS SIGN IMPEDES WITH PROPOSED LOCATION OF 10' SIDEWALK – REMOVE SIGN (LOCATED SOUTH OF FM 1765)

Countermeasure #1 for the Emancipation Trail project involves addressing a business sign that obstructs the proposed location of a 10-foot sidewalk south of FM 1765. The recommended action is to remove the sign to ensure the proper alignment and functionality of the sidewalk.

The purpose of installing a 10-foot sidewalk along the Emancipation Trail is to provide a safe and accessible pedestrian pathway for the community. However, the presence of the business sign impedes the intended location of the sidewalk, potentially causing obstructions and safety concerns for pedestrians.

To mitigate this issue, it is recommended to remove the sign to allow for the unobstructed construction of the sidewalk. Removing the sign will ensure that pedestrians can walk freely without any hindrance, improving their safety and overall experience along the Emancipation Trail.

By implementing this countermeasure and removing the sign, the project aims to optimize pedestrian safety and accessibility, creating a cohesive and unobstructed pathway for individuals utilizing the sidewalk.



COUNTERMEASURE #2: CONSTRUCTION OF STRIPED CROSSWALK, PEDESTRIAN CROSSING AND ADVANCED CROSSING SIGNAGE, AND ADA-COMPLIANT RAMP.

Safety measures for sidewalk construction include striped crosswalks, advanced crossing signage, and ADA-compliant ramps. Striped crosswalks use painted lines to indicate pedestrian crossings, while advanced signage alerts drivers to yield. ADA-compliant ramps ensure accessibility for individuals with disabilities. These measures enhance safety, visibility, and accessibility for pedestrians and aim to prevent accidents and promote inclusive pedestrian environments.

The Emancipation Trail project involves the implementation of various safety features, including the construction of a striped crosswalk, pedestrian crossing signage, and an ADA-compliant ramp.

Striped Crosswalk: A striped crosswalk will be constructed at appropriate locations along the Emancipation Trail. This pavement marking, typically consisting of painted white lines, will clearly indicate designated areas for pedestrians to cross the road safely. The striped crosswalk enhances visibility and communicates to drivers that pedestrians have the right of way at those locations, promoting pedestrian safety.

Pedestrian Crossing Signage: Advanced crossing signage will be installed to further improve safety. These signs, placed ahead of the pedestrian crossings, serve as visual cues for drivers, alerting them to the presence of pedestrians and reminding them to yield or stop when necessary. The advanced crossing signage may include additional features such as flashing beacons or signals to increase driver awareness and reduce the likelihood of accidents.

ADA-Compliant Ramp: An ADA-compliant ramp will be constructed as part of the project. This ramp ensures accessibility for individuals with disabilities, including those using wheelchairs or other mobility aids. It will be designed in accordance with the Americans with Disabilities Act (ADA) guidelines, incorporating specific slope requirements, handrails, and tactile warning surfaces. The ADA-compliant ramp provides equal access for all pedestrians, promoting inclusivity and safe navigation.



By implementing these countermeasures, the Emancipation Trail project aims to enhance pedestrian safety, improve visibility and awareness for both pedestrians and drivers, and ensure accessibility for individuals with disabilities. These measures work in conjunction to create a safer and more accommodating pedestrian environment along the trail, fostering a positive experience for all users.

COUNTERMEASURE #3: RELOCATION OF STREET SIGNS



The project involves the relocation of multiple street signs located south of FM 1765 to the north of Hathaway St.

The purpose of this countermeasure is to ensure that the proposed sidewalk alignment remains unobstructed and that pedestrians can safely navigate the Emancipation Trail without interference from street signs.

By relocating the street signs to the north of Hathaway St, they will be situated in a way that does not impede the intended path of the sidewalk. This relocation will create a clear and unobstructed pedestrian pathway, promoting safety and ease of use for pedestrians.



The process of relocating the street signs will involve careful planning and coordination to determine suitable locations that comply with traffic regulations and do not create new obstacles or safety concerns.

By implementing this countermeasure and relocating the street signs, the SH-3 Emancipation Trail sidewalk project aims to create a seamless and unobstructed pedestrian pathway, enhancing safety and accessibility for all users of the trail.





COUNTERMEASURE #4: INSTALL HANDRAIL AT EXISTING CULVERT HEADWALL

Countermeasure #4 for the SH-3 Emancipation Trail sidewalk project involves the installation of a handrail at the existing culvert headwall.



The purpose of this countermeasure is to enhance safety and provide additional support for pedestrians when crossing the culvert area along the Emancipation Trail.

The culvert headwall represents a transition point where pedestrians may encounter changes in elevation or potentially uneven surfaces. By installing a handrail at the headwall, pedestrians will have a stable and secure structure to hold onto while navigating this section of the trail.

The handrail will be designed and installed in accordance with applicable safety standards and guidelines. It will provide a physical barrier and aid in maintaining balance, especially for individuals with mobility challenges or those who may require extra assistance.

The installation of the handrail at the existing culvert headwall ensures that pedestrians can cross the area safely, promoting accessibility and reducing the risk of accidents or falls.

By implementing this countermeasure, the SH-3 Emancipation Trail sidewalk project aims to prioritize pedestrian safety, improve accessibility, and enhance the overall user experience along the trail.



COUNTERMEASURE #5 RELOCATION OF STREET SIGNS

Countermeasure #3 for the SH-3 Emancipation Sidewalk Project involves the relocation of multiple street signs along the stretch from Plum St to the SH-3 to Main St Intersection.



The purpose of this countermeasure is to ensure the smooth implementation of the sidewalk project and enhance pedestrian safety by addressing potential obstructions caused by street signs.

By relocating the street signs, they will be placed in new positions that do not hinder the construction and functionality of the sidewalk. This will create a clear and unobstructed path for pedestrians to walk along the Emancipation Sidewalk, without any interference or safety concerns posed by the street signs.

The relocation process will involve careful planning, coordination with relevant stakeholders, and adherence to traffic regulations to identify appropriate locations for the street signs. This will be done to maintain visibility for drivers and ensure the signs continue to serve their intended purpose while minimizing any impact on pedestrian movement.

By implementing this countermeasure and relocating the street signs, the SH-3 Emancipation Sidewalk

Project aims to improve pedestrian safety, provide unobstructed access for pedestrians, and create a more user-friendly environment along the sidewalk stretch from Plum St to the SH-3 to Main St Intersection.

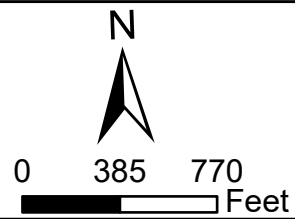




Attachment D – Connectivity

- Legend**
- Retail Stores
 - Bus Stop
 - Gas Station
 - Worship Ministries
 - Pharmacy
 - Existing Sidewalks to be Rehabilitated

**Emancipation Trail
Connectivity Map**
ADICO
CONSULTING ENGINEERS

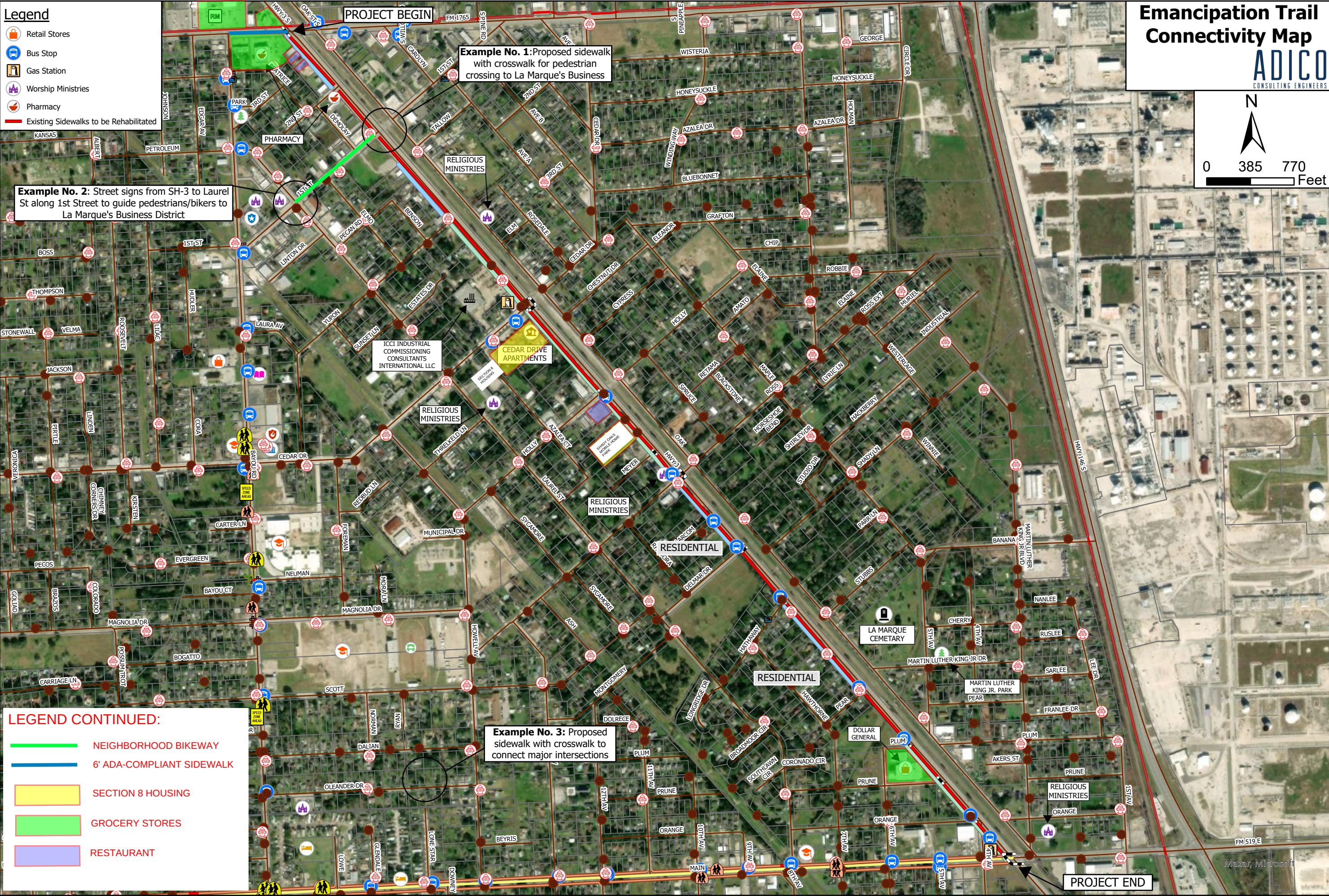


Example No. 2: Street signs from SH-3 to Laurel St along 1st Street to guide pedestrians/bikers to La Marque's Business District

Example No. 1: Proposed sidewalk with crosswalk for pedestrian crossing to La Marque's Business

Example No. 3: Proposed sidewalk with crosswalk to connect major intersections

- LEGEND CONTINUED:**
- NEIGHBORHOOD BIKEWAY
 - 6' ADA-COMPLIANT SIDEWALK
 - SECTION 8 HOUSING
 - GROCERY STORES
 - RESTAURANT



Attachment E – Long Distance Bicycle Routes

Attachment E – Long Distance Bicycle Routes

The City of La Marque's Emancipation Trail Shared Use Path project does not include a segment or locally preferred alternative on the Texas Bicycle Tourism Trail Example Network, improve non-motorized connections between population centers (e.g., cities), or extend or develop other regional non-motorized tourism routes. Long-distance tourism routes are not connected or supplemented by the proposed project.

Attachment F - Project Sponsor Resolution



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023

Prepared by: R. Sailer

Department: Public Works

Agenda item: 6 III

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution 2023-0028 for the submission of Texas Department of Transportation (TxDOT) Transportation Alternatives (TA) Program Application for Sidewalk Construction on Highway 3, Bayou Road and Delany Road

☒

ATTACHMENTS FOR REFERENCE

- Resolution 2023-0028 Application for TxDOT TA Grant
- TA Program Guide
- TA Call for Projects
- Highway 3 Preliminary Application.
- Bayou Road Preliminary Application
- Delany Road Preliminary Application
- Work Order - Adico

STAFF BRIEFING:

- TxDOT contacted the City regarding application for Highway 3 Sidewalk Improvements, which were originally included in the Highway 3 Street Rehabilitation Project, but were not completed due to budget restraints.
- The City acts as a Project Sponsor for TA funding through TxDOT, which is ultimately reimbursed by U.S. Department of Transportation Federal Highway Administration.
- The City submitted preliminary applications for Highway 3 based on TxDOT request and also submitted Preliminary Applications for Sidewalk Improvements on Bayou Road and Delany Road, which as connector roadways between TxDOT Highway System.
- The attached Resolution of Support of the Projects will be submitted with the Project Application, being completed by our City Engineer, Adico Engineers at a cost of \$18,000.
- The Total Project Cost for all three (3) Projects is \$3.5M, which no Matching Funds required by the City. Application for submittal is ready for Council approval
 - City Manager reviewed and approved.
 - Finance Director reviewed and approved.
 - City Attorney reviewed and approved.
 - City Engineer reviewed and approved.



CITY COUNCIL AGENDA FORM

HISTORY:

- Preliminary Applications were submitted in January 2023
- TxDOT Preliminary Application Review Assistance Meeting - March 24, 2023
- TxDOT Review of Highway 3 Preliminary Application (TxDOT R/W) March 27, 2023

SIGNIFICANT ACTION DATES:

FINANCIAL:

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

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	\$18,000
Acct. Name(s)	Professional Services
Line Items #	TBD
Other Funding	TxDOT TA Program Funds

ACTION:

FISCAL IMPACT: \$18,000 for the Final Application and submission of three (3) Sidewalk Improvement Projects.

STAFF'S RECOMMENDATION: Motion to approve the Application for TxDOT TA (Transportation Alternatives) Program and Resoulution of Support fot the Projects.

RESOLUTION NO. R-2023-0028

A RESOLUTION SUPPORTING THE CITY OF LA MARQUE, TEXAS'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, The Texas Department of Transportation issued a call for projects in January 2023 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the City of La Marque's application for projects is located in a population area of 50,00 or less seeking TA Funds;

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

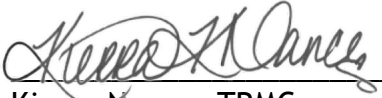
WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible, and the City of La Marque, Texas would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA Funds.

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

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

The City of La Marque supports funding for the projects as described in the City of La Marque's 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. Further, the City of La Marque is willing and able to enter in an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 8th day of May 2023.



Kierra Nance, TRMC
City Clerk



Keith Bell
Mayor

Attachment G – Public Outreach and Support

Several plans were reviewed to establish a background on previous planning efforts relative to La Marque.

STRATEGIC ECONOMIC AND COMMUNITY DEVELOPMENT PLAN, 2015-2022

The Strategic Economic and Development Plan was created with citizen participation to identify critical issues and community goals for the future of La Marque. The plan has a detailed strengths, weaknesses, opportunities, and threats (SWOT) analysis of issues facing La Marque. The top votes for critical issues and priorities are presented in this analysis. The top three critical issues are blight reduction, the future of the La Marque Independent School District/quality public education opportunities in La Marque and infrastructure needs.

IMAGINE LA MARQUE: RENAISSANCE DISTRICT REVITALIZATION PLAN

The La Marque Economic Development Corporation commissioned a report through Texas A&M's Texas Coastal Watershed Program. The final report was released at the end of 2017. The plan focuses on the downtown area of La Marque, containing an existing conditions analysis, visual rendering of development alternatives and a strategic business development plan with phasing and implementation strategies.

LA MARQUE ECONOMIC DEVELOPMENT & MOBILITY STRATEGY

Specific improvements are focused on the Central Business District (CBD), bounded by 2nd Street, SH3, Bayou Road and Yupon Street.

OTHER PLANS CONSULTED

To better understand the existing conditions and future in La Marque, other local and regional plans

- and sources were consulted, including the following:
- La Marque Drainage Plan of Action (June 2016)
 - Galveston County FEMA-Approved Hazard Mitigation Plan Update: Preparing for a Secure and Sustainable Future (2011-2016)
 - Houston-Galveston 2015-2018 Transportation Improvement Program (TIP)
 - 2017-2020 TIP for the Houston-Galveston Metropolitan Planning Area
 - H-GAC 2040 Regional Transportation Plan
 - H-GAC 2040 Regional Pedestrian and Bicycle Plan
 - Galveston County Transportation Summit (September 2016)

PARKS MASTER PLAN

Notice of Public Involvement



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

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

THURSDAY, MAY 27, 2021

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

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

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

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

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

FRIDAY, MAY 28, 2021

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

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

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

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

OPEN TO ALL CITIZENS OF LA MARQUE.
For information, visit cityoflamarque.org or
call 409-938-9280.

SEE YOU AT THE PARK

All parks are located in La Marque, Texas 77568



City of La Marque Park	Favorite play components in the current local park?	Top 3 play components	Friend or Relative with special needs	Frequent Activities
Highland Bayou Park				
Highland Bayou Park -1991 Getty Road	Basketball Courts; Beautiful Bayou	Track; Field; Exercise/Fitness Equipment	N/A	Dog Walking; Basketball; Exercise/Fitness; Picnic; Relaxing; Walking; Meditate
Highland Bayou Park -1991 Getty Road	Swings	Splash Pads; Benches; Handicap Accessible Swings for Wheelchairs	Yes; Handicap accessible swing, even for wheelchair access	Playgrounds; Relaxing; Fishing
Highland Bayou Park -1991 Getty Road	Tennis Court	Wireless Night Vision Cameras; Dog Park; More Cameras	No	Dog Walking; Exercise/Fitness; Relaxing
Highland Bayou Park -1991 Getty Road	Scenery	Music On The Lawn - Concert In The Park	No	Dog Walking; Exercise/Fitness; Walking; Music
Highland Bayou Park -1991 Getty Road	Basketball Court	Swings; Splash Pad; Jungle Gym; Wheelchair Accessible Playground Equipment	Wheelchair accessible playground equipment	Picnic; Relaxing
Highland Bayou Park -1991 Getty Road	Fishing	Rock Climbing; Playground Equipment; Swings; Slides	No	Dog Walking; Picnic; Relaxing; Fishing
Highland Bayou Park -1991 Getty Road	Open Space; Picnic Areas	More Playground Equipment Spread Out; Walking Trails; Benches Near Fishing Areas	No	Basketball; Playgrounds; Picnic; Walking
Highland Bayou Park -1991 Getty Road	BBQ Cookoff Area	Frisbee Golf	No	BBQ Pits
Highland Bayou Park -1991 Getty Road	Swings	Climbing Fixtures; Pretend Car Frames; Slides, Handicap Swings; Ramps;	Yes; ADA Playground Equipment	Dog Walking; Playgrounds; Picnic; Walking
Highland Bayou Park -1991 Getty Road	Swings; Slides; Fishing	Splash Pads; Shade Structures	No	Dog Walking; Basketball; Exercise/Fitness; Playgrounds; Picnic; Relaxing; Walking
Highland Bayou Park -1991 Getty Road	Lake; Playground Equipment	Playground Equipment; Splash Pads	Yes; ADA Playground Equipment	Dog Walking; Exercise/Fitness; Picnic; Relaxing; Walking
Highland Bayou Park -1991 Getty Road	Shaded Areas; Fishing	Covered Splash Pads; Tennis Court; Pickle Ball Courts	No	Dog Walking; Fishing; Tennis
Highland Bayou Park -1991 Getty Road	Not really any favorite	Dog Park for Small Dogs; Dog Park for Large Dogs; Benches; Drinking Water Fountain; Trash Cans; Dog Poop Dispensers w/ Bags	N/A	Dog Walking; Exercise/Fitness; Walking
Highland Bayou Park -1991 Getty Road	Fishing Spot	Biking/Walking Trails	No	Exercise/Fitness; Playgrounds; Picnic; Relaxing; Walking
Mahan Park				
Mahan Park (Sportsplex) - 2702 Woodland Street	Football	Frisbee Golf	No	Boat Launch & Fishing
Mahan Park (Sportsplex) - 2702 Woodland Street	Softball Fields	Softball Fields; Updated Lighting; Handicap Parking	More Parking; Handicap Parking	Softball
Mahan Park (Sportsplex) - 2702 Woodland Street	Baseball Fields	New Baseball Fields; Concession Stands, Restrooms; Lighting for Fields; Parking; Batting Cages; Shade Structures Over Bleachers	ADA Compliant	Baseball; Running
Mahan Park (Sportsplex) - 2702 Woodland Street	Softball Fields	Softball Fields; Walking Trail; Playground Equipment	No	Dog Walking; Exercise/Fitness; Softball; Kickball
Mahan Park (Sportsplex) - 2702 Woodland Street	Fishing; Baseball Fields	Covered Benches in Fishing Area; Updated Baseball Fields	N/A; Need to upgrade fields to bring back Little League for kids; No Select Ball	Baseball Practice; Fishing; Relaxation

Mahan Park (Sportsplex) - 2702 Woodland Street	Baseball Fields; Football Field; Playground Equipment	New Baseball Fields; More Football Fields; Playground Equipment Spread Out; Splash Pad; Skate Park	No; Need Actual Parking Lot			Football; Baseball
Mahan Park (Sportsplex) - 2702 Woodland Street	Walking; Driving Golf Balls	Pickleball Courts; Restrooms; Shaded Fishing Area; Walking/Bicycle Trail; Splash Pad; Exercise Equipment; Sandlot Volleyball Court; Football/Soccer Field	N/A			Exercise/Fitness; Walking
Saltgrass Subdivision						
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Splash Pad; Shade; Lighting at Night; Dog Walking; Playground Equipment; Walking Trail; Relaxation	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Monkey Bars; Splash Pad; Swings; Exercise/Fitness Equipment; Walking Trail, Playground Equipment	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Swings; Merry Go Round; Splash Pad; Playground Equipment; Picnic Areas; Relaxation	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Covered Pavilion; Covered Tables; Relaxation; Dog Walking; Exercise/Fitness Equipment	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Tall Slides; Climbing Walls; Jungle Gym; Picnic; Relaxation; Walking Trails	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Dog Park; Playground Equipment; Pool; Relaxation; Walking Trail	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Shade; Drinking Water Fountains; Restrooms; Dog Park; Walking Trails	Ramps/Wheelchair Accessible			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Swimming Pool; Exercise/Fitness Equipment	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Swings; Plastic Slides; Basketball Court; Playground Equipment, Walking Trails; Exercise/Fitness Equipment	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Picnic Tables; Dog Park; Playground equipment, Walking Trail	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Exercise/Fitness Equipment; Lighting for Evening Walks; Dog Walking	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Water Park; Splash Pad; Swings; Playground Equipment; Dog Walking; Exercise/Fitness Equipment; Walking Trail	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Swings; Slides; Monkey Bars; Walking Trail; Exercise/Fitness Equipment; Playground Equipment	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Swings; Slides; Climbers; Dog Park; Water Sports; Covered Pavilion; Basketball Court; Walking Trail; Picnic Area	N/A			N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Basketball Court; Swings; Covered Pavilion; Dog Park; Walking Trail, Relaxation Area	N/A			N/A; Undeveloped Land

Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Dog Park; Swings; Walking Trail; Relaxation Area	N/A	N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Covered Picnic Tables; Playground Equipment; Walking Trails; Lighting for Evening Walks	N/A	N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Swings, Slides; Spinning Playground Equipment; Dog Park; Walking Trail	N/A	N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Playground Equipment; Picnic Areas; Walking Trail; Bounce Houses	Yes	N/A; Undeveloped Land
Saltgrass Subdivision Park - 750 Saltgrass Point Road	Undeveloped Land	Swings for All Ages; Splash Pads; Covered Picnic Tables		N/A; Undeveloped Land
Jaycee Park				
Jaycee Park - 2706 Magnolia Drive	Unable to use	Dog Park; Walking Trails; Exercise/Fitness Equipment	No	Dog Walking; Exercise/Fitness; Relaxing; Walking
Jaycee Park - 2706 Magnolia Drive	None	Dog Park; Saidewalks; Walking Trail	No	Dog Walking; Walking
Jaycee Park - 2706 Magnolia Drive	No	Splash Pad; Baby Swings; Handicapped Accessibility	No	Dog Walking; Playgrounds; Walking
Jaycee Park - 2706 Magnolia Drive	Shaded Picnic Area	Frisbee Golf	No	Concerts
Jaycee Park - 2706 Magnolia Drive	Walking Dog	Swings; Playground Equipment; ADA Senior Citizen Relaxation Area	Playground equipmentfor handicapped children would be nice. Wheel chair accessible	Dog Walking Dog Walking; Basketball; Playgrounds; Relaxing; Walking
Jaycee Park - 2706 Magnolia Drive	Playground Equipment	Playground Equipment; Climbers	N/A	
Jaycee Park - 2706 Magnolia Drive	None	The park isn't kept up enough for parents to feel safe . You'd have to do a complete makeover.	Swings for handicapped children would be nice. Wheel chair accessible	N/A; Lighting for Safety
Jaycee Park - 2706 Magnolia Drive	Nothing	Waking Trail; Swings; Sea Wall; Splash Pad	Swings for handicapped children	Exercise/Fitness; Playgrounds; Walking
Jaycee Park - 2706 Magnolia Drive	Swings	Slide; Swings	N/A	Basketball
Martin Luther King, JR. Park				
Martin Luther King Jr. Park - 416 Martin Luther King Jr. Drive	Nothing	Playground Equipment; Splash Pad; Fallsafe; Duck Pond	Yes; Autistic child in neighborhood.....Fenced in playground	Dog Walking; Playgrounds; Picnic; Walking
Martin Luther King Jr. Park - 416 Martin Luther King Jr. Drive	Swings; Volleyball	Splash Pad; Walking Trail; Volleyball; Sand; Hiking/Biking Trails	Yes; Would like for park to be ADA compliant	Exercise/Fitness; Relaxing; Walking
Martin Luther King Jr. Park - 416 Martin Luther King Jr. Drive	Basketball Court; Swings; Slides	Walking Trail; Outdoor Fitness Equipment; Inground Trampoline; Prayer/Meditation Area	Yes; Would like for park to be ADA compliant	Picnic; Relaxation; Walking; Exercise/Fitness; Playgrounds
Martin Luther King Jr. Park - 416 Martin Luther King Jr. Drive	Swings	Playground Equipment; New Basketball Court	N/A	Playground; Picnic; Relaxation
Walter Feigle Park				
Walter Feigle Park - 1009 Bayou Road	None	Dog Park; Wheelchair Accessible Walking Trail	Yes	Dog Walking;Walking
Walter Feigle Park - 1009 Bayou Road	Trails	Splash Pad; Playground Equipment; Relaxation Area	No	Relaxing;Walking

BIG IDEAS

Public Engagement Process/ Community Preference Survey

The Texas Coastal Watershed Program facilitated five public workshops to enlist the community in helping refine the actual designs for the study area.

Drive John Jacob would start off each meeting with a 30-minute presentation on the ideas of placemaking and downtown redevelopment. After the presentation, the community would take a survey that included a series of visual images that could be ranked by area participants based on their perceived appropriateness. This is a dynamic, interactive tool that will assist community members in defining and clarifying their vision for the future.

The TCWP also helped community members relate their preferences regarding future land use, housing, economic development opportunities, and transportation issues to the images that they were rating. The survey was uploaded online using an online website "Qualtrics" so that input can be taken from individuals who might not otherwise be able to participate in the Public Meetings. After the participants complete the survey, the meetings would be open for discussions on needs of the area and what they would like to see in their Central Business District.

MEETING DATES FOR DOWNTOWN REVITALIZATION

All meetings were held from 6:00 p.m. – 7:00 p.m.

STAKEHOLDER MEETING/KICKOFF, January 30

GROUP A/MEETING ONE, February 23 GROUP

B/MEETING TWO, February 27 GROUP

C/MEETING THREE, February 28

GROUP D/MEETING FOUR, March 2 COMMUNITY

SURVEY (PUBLIC MEETING) March 6

Attachment H – Maintenance Documentation

Attachment H – Maintenance Documentation

2023 Transportation Alternatives (TA) Call for Projects

City of La Marque Emancipation Trail Shared Use Path

The City of La Marque's Emancipation Trail Shared Use Path project will be located on state/county property, therefore the city will not be responsible to maintenance.

Attachment I– Local Planning



Life's better outside.®

October 18, 2022

City of La Marque, TX
111 Bayou Road
La Marque, Texas 77568

Re: La Marque Parks Master Plan 2022

Commissioners

Arch "Beaver" Aplin, III
Chairman
Lake Jackson

Dick Scott
Vice-Chairman
Wimberley

James E. Abell
Kilgore

Oliver J. Bell
Cleveland

Paul L. Foster
El Paso

Anna B. Galo
Laredo

Jeffery D. Hildebrand
Houston

Robert L. "Bobby" Patton, Jr.
Forth Worth

Travis B. "Blake" Rowling
Dallas

Lee M. Bass
Chairman-Emeritus
Forth Worth

T. Dan Friedkin
Chairman-Emeritus
Houston

Carter P. Smith
Executive Director

Dear Council, Staff, and Citizens of La Marque,

Congratulations on the completion of the La Marque Parks Master Plan 2022 and its adoption by City Council on May 9th, 2022. In recognition of the plan's high-quality analysis and citizen-centered approach, we at Texas Parks and Wildlife are pleased to inform you that it has been accepted by the Local Park Grants Program. The plan's thoughtful assessment of La Marque's existing and desired recreation resources is in alignment with the Local Park Grants Program's Park, Recreation, and Open Space Master Plan Guidelines.

La Marque's Master Plan will support Local Park Grants Program funding proposals by demonstrating how your park projects contribute to a greater effort to provide citywide recreation opportunities that your community needs. By providing that context, all master plans have the potential to improve grant application scores, though they are not an eligibility requirement or a direct determinant of grant award selection.

This plan will remain in accepted status for ten years from the date of Council's adoption, provided that a plan update is submitted at five years.

Of primary importance to our team is that the citizens of La Marque are engaged in the City's plans for park and recreation opportunities. Their participation is demonstrated in the plan and will certainly continue to lead to a park system that provides greater public benefit and a stronger community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Mears".

Matt Mears
Local Park Grants Coordinator
Texas Parks and Wildlife Department

City of La Marque Parks Master Plan 2022



801 Navigation Suite 300
Corpus Christi, Texas 78408
Phone: (361) 883-1984
www.Ardurra.com

Engineering License #F-10053

Ardurra Group, Inc.
Surveying Firm 1094688
Architectural Firm BR4160



DATE: May 6, 2022

RESOLUTION NO. R-2022-0021

A RESOLUTION ACCEPTING THE CONCEPTUAL PARKS MASTER PLAN PRESENTED BY ADURRA ENGINEERING

WHEREAS, the City previously hired Adurra Engineering to prepare and present a parks master plan to the City of La Marque, Texas.

WHEREAS, the City, through its Parks Board and City staff met with representatives of Adurra Engineering to develop a conceptual parks master plan

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

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

The City Council acknowledges receipt of the Conceptual Parks Master Plan presented by Adurra Engineering.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the 9th day of May 2022.

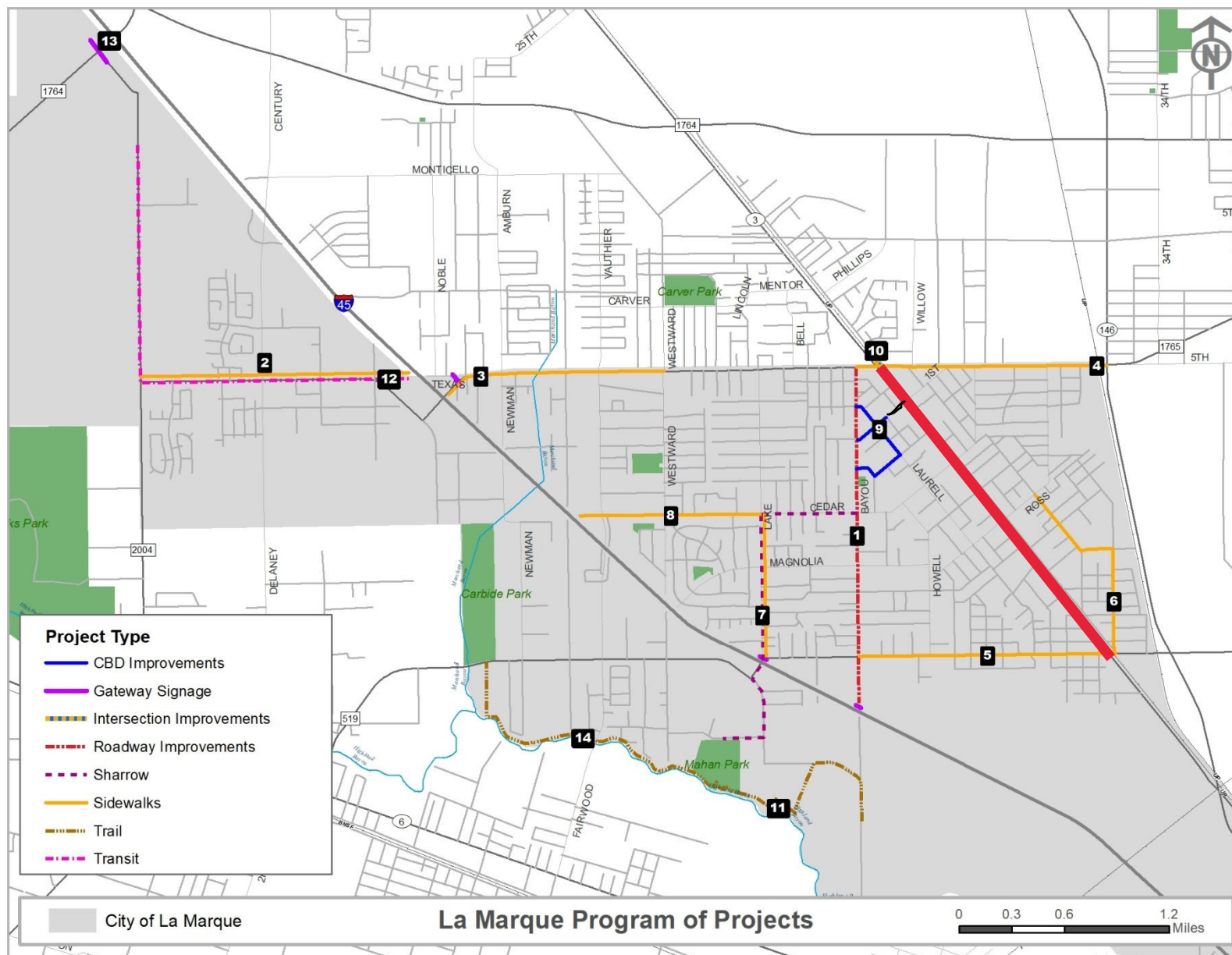
Kierra Nance
Kierra Nance, TRMC
City Clerk

Keith Bell
Keith Bell
Mayor

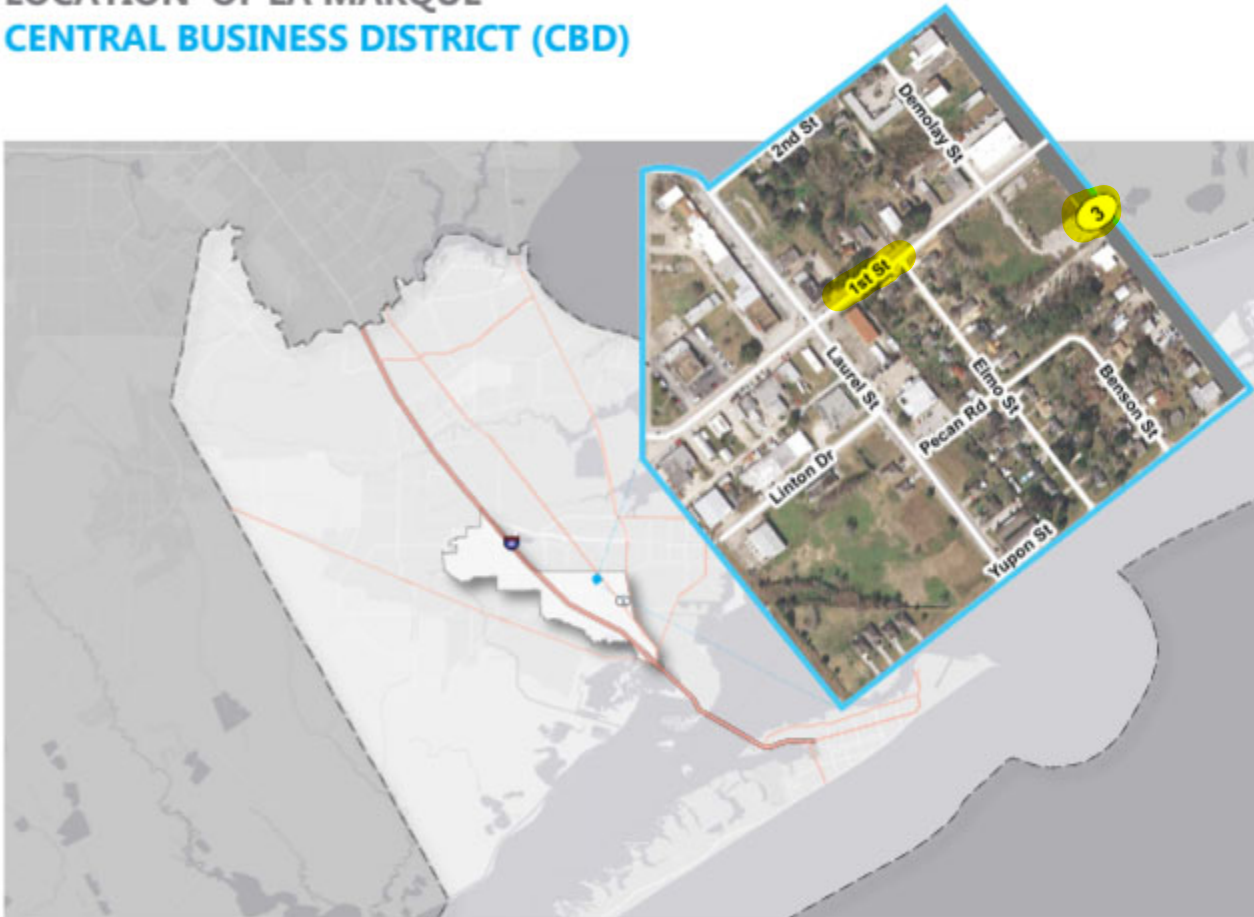
IMAGINE LA MARQUE₂₀₁₇

Renaissance District Revitalization Plan





LOCATION OF LA MARQUE CENTRAL BUSINESS DISTRICT (CBD)



Gateway project at the Corner of Highway 3 and 1st Street

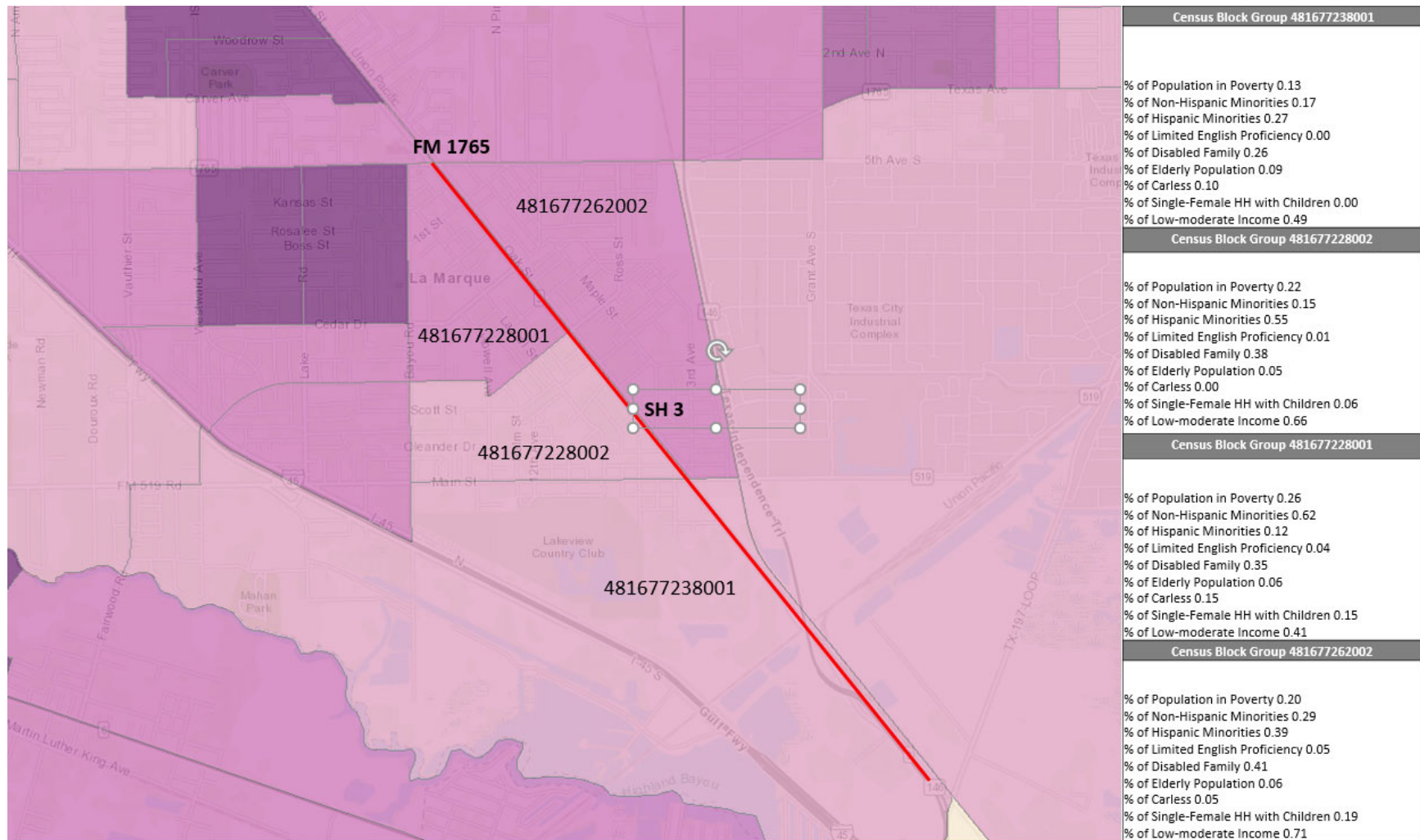
Timing: 3 – 5 years

Lead: EDC and City of La Marque

Funding: Private developers, City General Fund, potentially TxDOT funds for a portion of gateway improvements

https://ci.la-marque.tx.us/DocumentCenter/View/1304/Texas-AM-Coastal-Watershed_Downtown-LA-Marque?bidId=

PROJECT DETAILS - DISADVANTAGE COMMUNITIES



SAFETY: Pedestrian Crash

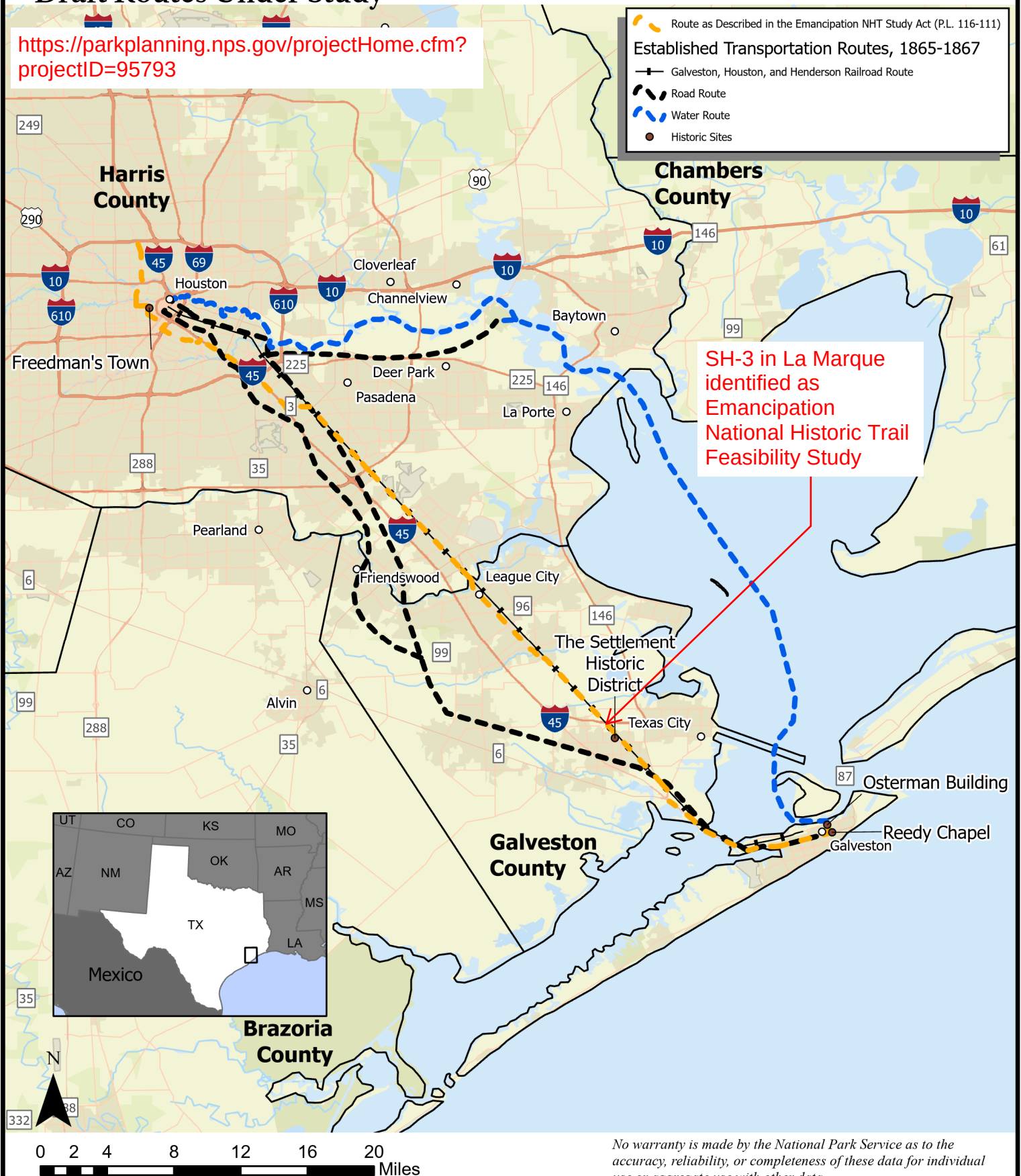
- 18015300 2020 Incapacitating Injury
- 17931975 2020 Non-Incapacitating Injury



Emancipation National Historic Trail (NHT) Feasibility Study

Draft Routes Under Study

<https://parkplanning.nps.gov/projectHome.cfm?projectId=95793>



No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Attachment J - MPO TIP Letter



P.O.BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

May 15, 2023

Mr. Cesar Garcia
City of La Marque
City Manager
1111 Bayou Road
La Marque, Texas 77568

RE: TxDOT Letter of Consent for Proposed TA Project Within or Affecting State Right of Way

Dear Mr. Garcia:

The Texas Department of Transportation (TxDOT) offers no objection to the City of La Marque's (City) nomination of the City's Emancipation Trail Shared Use Path (SH 3) Project in TxDOT's 2023 Transportation Alternatives Set-Aside (TA) Call for Projects. The Project will include the installation of a 10-foot-wide Shared Use Path on the west side of SH 3 from FM 1765 to FM 519 and a 5-6 foot sidewalk along the southside of FM 1765 from SH 3 to Bayou Road, as well as the Americans with Disabilities Act (ADA) ramps, crosswalk, signage, and transit improvements. The Project will improve pedestrian and bike mobility and safety along the SH 3 corridor, which is part of the 51 mile Emancipation Historical Trail linking Houston to Galveston. If selected for TA funding, the project must be developed in accordance with TxDOT procedures and meet state and federal guidelines. Final project plans must be reviewed and approved by TxDOT.

If selected for funding, the City will be required to commit to the Project's development, implementation, construction, maintenance, management, and financing by executing an Advance Funding Agreement (ADA) with TxDOT. The City will be responsible for maintaining the completed improvements for a period commensurate with the federal investment as outlined in TxDOT's 2021 TA Program Guide. It may be necessary to execute or update a Municipal Maintenance Agreement (MMA) or AFA for Voluntary Maintenance by a Local Government (LG) (On System) with TxDOT.

Thank you for coordinating with our office. TxDOT will continue to work with the City should the Project receive funding. Please continue to coordinate with our staff as this Project moves forward.

Should you have any questions, please contact Ana Ramirez Huerta at (979) 864-8511 or via email at ana.ramirezhuerta@txdot.gov.

Sincerely,

Eliza C. Paul, P.E.
District Engineer
Houston District

OUR VALUES: *People • Accountability • Trust • Honesty*
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

CC: James W. Koch. P.E., Director, Transportation Planning and Development, Houston District, TxDOT
Catherine K. McCreight., Director, Advanced Transportation Planning, Houston District, TxDOT
David L. Lazaro. P.E., Area Engineer, Galveston Area Office, Houston District, TxDOT
Ana K. Ramirez Huerta, Transportation Specialist, Brazoria Area Office, Houston District, TxDOT

Attachment K – Environmental Documentation

Attachment K – Environmental Documentation

The proposed City of La Marque's Emancipation Trail Shared Use Path project is designed to enhance pedestrian infrastructure and improve connectivity within our community. We have carefully reviewed potential environmental concerns such as stormwater management, vegetation preservation, and wildlife habitats during the planning and design phases of the project.

This project is expected to have Categorical Exclusion (CE)

Attachment L – Property Ownership / Acquisition

Samir Michael

From: Ana Ramirez Huerta <Ana.RamirezHuerta@txdot.gov>
Sent: Monday, June 5, 2023 3:09 PM
To: La Marque Director of Public Works Rick Sailer
Cc: Samir Michael; Dinh Ho; David Lazaro
Subject: DE Letter

Rick,
I got the go ahead from Division for you all to submit without the DE letters from TxDOT. As mentioned previously, DE letters are pending signature. Letters will be sent internally to Division at TxDOT and you will be provided a copy as well.

Please continue with your detail application submittal. Do not wait for the TxDOT DE Letter.

Call me if there are any questions or concerns,

Ana Ramirez
TxDOT-Houston District
281-928-4156



Attachment L – Property Ownership / Acquisition

After conducting an assessment for the City of La Marque's proposed Emancipation Trail Shared Use Path project, we determined that using the existing rights-of-way (ROW) for the sidewalk locations would not require any land acquisition. The sidewalk construction should not have a negative impact on the surrounding environment.

Attachment M – Signals, Beacons, and School Zones

Attachment M – Signals, Beacons, and School Zones

Not included

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

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

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

The Emancipation Trail Shared Use Path project in the City of La Marque does not require a Railroad Support/Right of Entry Letter. This project does not involve accessing or conducting any work on land owned or controlled by a railroad company. The project is focused on improving the sidewalk along Delany Rd. and does not encroach upon any railroad or railbanked right-of-way.

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

Attachment O – Project Timeline

Attachment - Project Timeline

City of La Marque Emancipation Trail - Shared Use Path Tasks	FY 2024				FY 2025				FY 2026			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Planning (6 Months)												
Project award (October 26, 2023)												
Add project to STIP												
Execute project agreement												
Project kick-off meeting												
Project Design and Plan Preparation (6-9 months)												
Submit 30% plans for review - Task Completed												
50% Plans for review - Task Completed (as of 9/25/2023)												
Project Survey												
Submit 60% plans for review												
Submit 90% plans for review												
Submit 100% plans for review												
Environmental Clearance (6-9 months)												
Environmental review and approval												
Utility Relocation (3-6 months)												
Fire Hydrant (to be completed by City of La Marque)												
Project Construction and Implementation (12-15 months)												
Acquire Temporary construction easements												
Federal project authorization agreement												
Project Letting (December 2024)												
Award construction contract (December 2024)												
Construction (March 2025)												
Final inspection and acceptance												

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

CONTROL: 0051-03-117
HIGHWAY: SH 3
COUNTY: GALVESTON
DATE: September 28, 2023

PROJECT AGREEMENT ESTIMATE
TEXAS DEPARTMENT OF TRANSPORTATION

TYPE: Emancipation Sidewalks, Share Use Facilities
LIMITS: FM 1765 TO SH 146 S.

LENGTH: 2.990 miles
15,806.21 ft
PREPARED BY: J.SINGLETON

LINE NO	ITEM NO	DESC CODE	SP	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
100	6002			PREPARING ROW	STA	101.00	\$3,025.00	\$305,525.00
104	6009			REMOVING CONC (RIPRAP)	SY	265.00	\$33.20	\$8,798.00
104	6021			REMOVING CONC (CURB)	LF	500.00	\$12.99	\$6,495.00
104	6036			REMOVING CONC (SIDEWALK OR RAMP)	SY	2475.00	\$36.93	\$91,401.75
105	6008			REMOVING STAB BASE AND ASPH PAV (6")	SY	4293.08	\$13.73	\$58,944.03
162	6002			BLOCK SODDING	SY	2483.00	\$13.38	\$33,222.54
166	6001			FERTILIZER	AC	0.51	\$625.00	\$320.64
168	6001			VEGETATIVE WATERING	MG	7.00	\$45.04	\$315.28
276	6224			CEMENT TREAT SUBGRADE (6")	SY	9564.00	\$25.60	\$244,838.40
416	6032			DRILL SHAFT (TRF SIG POLE) (36")	LF	106.00	\$308.23	\$32,672.38
432	6001			RIPRAP (CONC)(4")	CY	355.00	\$455.00	\$161,525.00
450	6103			PEDESTRIAN RAIL (TY PR11)	LF	120.00	\$200.00	\$24,000.00
479	6001			ADJUSTING MANHOLES	EA	15.00	\$1,173.90	\$17,608.50
500	6001			MOBILIZATION	LS	1.00	\$154,686.00	\$154,686.00
502	6001			BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	10.00	\$8,726.07	\$87,260.70
506	6040			BIODEG EROSN CONT LOGS (INSTL) (8")	LF	488.00	\$5.09	\$2,483.92
529	6022			CONC CURB (DOWEL) (TY II)	LF	500.00	\$18.00	\$9,000.00
530	6017			DRIVEWAYS (CONC) (HES)	SY	4,293.08	\$300.00	\$1,287,924.94
531	6001			CONC SIDEWALKS (4")	SY	355.00	\$85.86	\$30,480.30
531	6003			CONC SIDEWALKS (6")	SY	5,270.00	\$92.00	\$484,840.00
531	6008			CURB RAMPS (TY 5)	EA	2.00	\$2,859.70	\$5,719.40
531	6010			CURB RAMPS (TY7)	EA	19.00	\$2,145.00	\$40,755.00
531	6013			CURB RAMPS (TY10)	EA	5.00	\$2,090.00	\$10,450.00
636	6001			REPLACE EXISTING ALUMINUM SIGNS (TY A)	SF	135.00	\$37.58	\$5,073.30
680	6003			INSTALL HWY TRF SIG (SYSTEM)	EA	1.00	\$40,664.00	\$40,664.00
680	6004			REMOVING TRAFFIC SIGNALS	EA	4.00	\$3,487.57	\$13,950.28
6001	6001			PORTABLE CHANGEABLE MESSAGE SIGN	DAY	90.00	\$257.45	\$23,170.50
6058	6001			BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1.00	\$8,509.67	\$8,509.67
6185	6002			TMA (STATIONARY)	DAY	150.00	\$361.87	\$54,280.50
682	6018			PEDESTRIAN POLES (1 INTERSECTION)	EA	4.00	\$872.29	\$3,489.16
							TOTAL	\$3,248,404.19
FORCE ACCOUNT - POLICE OFFICERS					LS	1.00	\$55,000.00	\$55,000.00
FORCE ACCOUNT - SW3P					LS	1.00	\$5,000.00	\$5,000.00
							TOTAL	\$3,308,404.19

Attachment R – TxDOT Application Responses

- Verify the following design elements:
 - Project Description shows 6-foot-wide shared use path. 6 feet is an appropriate width for sidewalk, not SUP.

RESPONSE: PROJECT DESCRIPTION HAS BEEN REVISED TO SHOW 10-FOOT SHARED USE PATH ALONG WITH 8-FOOT AND 6-FOOT SIDEWALKS. PLEASE SEE ATTACHED PLANS THAT REFLECTS THE SIDEWALK AND SHARED USE PATH SIZES.

- Verify the following budget elements: (the [TxDOT TA Cost Estimate Assistance Tool](#) (pages 3 and 4) may be helpful):
 - Adjust unit prices or provide justification for variance.
 - Removal Items, Driveways, 6" Concrete Sidewalks, Concrete Curb, Adjusting Manholes, TMA (Stationary), Barricades Signs & Traffic Handling

RESPONSE: ALL PRICING HAS BEEN VERIFIED AND PROPERLY ADJUSTED TO REFLECT CURRENT BID ITEMS.

- Unit Prices for below-listed items appear to be outside a reasonable range compared with the Statewide [Bid Item Averages](#). Adjust unit prices or provide justification for variance.
 - Pedestrian Poles, BBU system

RESPONSE: ALL PRICING HAS BEEN VERIFIED AND PROPERLY ADJUSTED TO REFLECT CURRENT BID ITEMS.

- Remove and Relocate Fire Hydrant duplicates values from TMA (Stationary). Provide corrected quantity, unit of measure, and unit price.

RESPONSE: REMOVE AND RELOCATE FIRE HYDRANTS WILL NO LONGER BE IN THE SCOPE OF WORK. CITY OF LA MARQUE WILL BE REMOVING AND RELOCATING FIRE HYDRANTS AT THEIR EXPENSE PRIOR TO SHARED USE PATH CONSTRUCTION.

- Recommend using TxDOT Pedestrian Handrail Standard (PRD-13, Bid Items 450-6047 thru 6052); Unit price above statewide average.

RESPONSE: TXDOT PEDESTRIAN HANDRAIL PRICING HAS BEEN ADJUSTED. PEDESTRIAN HANDRAIL DETAILS HAVE BEEN ADDED TO TXDOT PLANS SUBMITTED.

- Police Force Account is full 5% construction. Reduce or provide justification.

RESPONSE: POLICE FORCE ACCOUNT HAS BEEN ADJUSTED.

- 15% Contingency high for 50% PS&E

RESPONSE: CONTINGENCY HAS BEEN REDUCED TO 10%.

- Since PS&E already 50% complete, none of the Preliminary Engineering will likely be eligible for reimbursement. Remove Preliminary Engineering costs from application or provide justification.

RESPONSE: PRELIMINARY ENGINEERING COST HAS BEEN REMOVED.

- Verify Schedule
 - Itemized Budget shows beginning construction in FY2024. No Attachment O-Project Timeline provided. Provide Project Timeline and verify ability to let project prior to August 2024. Revise construction FY as necessary.

RESPONSE: PLEASE SEE ATTACHMENT O – PROJECT TIMELINE. CONSTRUCTION IS ESTIMATED TO BEGIN FY 2025.

- Verify ROW ownership, ROW clear of encroachments, and Utilities Clear. If ROW acquisition, encroachment removal or licensing, or utility relocation required, adjust Project Timeline accordingly. The TAC rules for the TA program state: “A project that will require the acquisition of real property through the exercise of eminent domain or condemnation is not eligible for participation in the TA Set-Aside Program.” In order to be eligible for TA funding, please confirm that the TA project would not be associated with property that will be subject to eminent domain

RESPONSE: NO ROW ACQUISITION, ENCROACHMENT REMOVAL OR LICENSING, OR UTILITY RELOCATION IS REQUIRED.

- FHWA requires that traffic signalization meet warrants and conditions before federal funding will be allocated. Please provide supporting documentation indicating that a signal meets warrants/conditions in accordance with TMUTCD and TxDOT policy. Without supporting documentation, a signal is considered an ineligible item and cannot be reimbursed with federal funds. Attachment N incorrectly states the scope of the project as not including new traffic control devices. Without required warrant documentation, Signal becomes an ineligible cost.

RESPONSE: NO NEW TRAFFIC CONTROL DEVICES ARE BEING PROPOSED. ONLY UPGRADE OF CURRENT PEDESTRIAN PUSH BUTTON SIGNALS IS BEING PROPOSED. NO WARRANTS WILL BE REQUIRED.



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 10.IV.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

As a result of our participation in this program, La Marque's application has now been finalized and we have been awarded a rebate in the amount of \$1,069.22. More importantly, our participation in this Commercial Energy Efficiency Program has accomplished an estimated annual savings of 20,014kWh/Year.

HISTORY:

FISCAL IMPACT:

\$1,069.22

From: [Rick Sailer](#)
To: [Christine Turner](#)
Cc: [Cesar Garcia](#); [Public Relations Request](#)
Subject: Fwd: TNMP - SCORE/CitySmart Program payment for EA-0001262491
Date: Monday, October 30, 2023 9:35:43 PM

Rebate for LED Upgrade Project

Get [Outlook for Android](#)

From: TNMP LCS <tnmp@clearesult.com>
Sent: Friday, September 22, 2023 9:14:44 AM
To: Rick Sailer <r.sailer@cityoflamarque.org>
Subject: TNMP - SCORE/CitySmart Program payment for EA-0001262491

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



Dear Rick Sailer,

Congratulations on your recent energy efficiency accomplishment in the TNMP - SCORE/CitySmart Program. The Program has finalized your application for the energy efficiency projects listed below.

EA-0001262491

Based on review of the final application documentation, the final incentive is \$1,069.22 and yields a total annual savings of 20,014 kWh/Year.

Check Amount: \$1,069.22

Check Number: 100764

Check Date: 9/21/2023 3:00 AM

Mailed to: City of La Marque, 1111 BAYOU ROAD
LA MARQUE, TX 77568

If you have any questions, please contact us via tnmp@clearesult.com and see more ways to save at [TNMP Commercial Energy Efficiency Program Website.](#)

Sincerely,
The TNMP Team
Email - tnmp@clearesult.com



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 10.V.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Grant Submission

STAFF BRIEFING:

We have applied and, unfortunately, were not awarded this grant opportunity. However, we will be preparing our application for the next cycle of awards for this project in 2025. We will continue working with our Code, Fleet, Facilities, Sanitation, and Public Works Departments along with our Keep La Marque Beautiful Commission to continue addressing the goals sought on the application.

HISTORY:

FISCAL IMPACT:

\$0.00



Houston-Galveston Area Council

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Solid Waste Management Grants Application

Your Application Has Been Submitted

Thank you for submitting your FY24/FY25 Solid Waste Management Grants Application. A PDF copy of your completed application will be sent to you via email shortly.

As a reminder, you are required to give a five minute presentation to the scoring committee on October 31 or November 1. You will be contacted once the application period closes on October 17 to determine your availability. All presentations will occur via a Zoom meeting.

Questions?

If you have any questions about your application or the project selection process, please contact:

Erin Livingston

erin.livingston@h-gac.com



Careers

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8:06 PM
10/16/2023



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 10.VI.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Grant Submission

STAFF BRIEFING:

This is a no-cost training grant application that was submitted through our affiliation with the National Parks & Recreation Association. This opportunity would allow our staff to be trained in specific senior programming.

HISTORY:

FISCAL IMPACT:

\$0.00

From: healthyaginginparks@nrpa.org
To: [Cesar Garcia](#)
Subject: NRPA SHAPR 3.0 Grant Application Received
Date: Monday, October 23, 2023 12:34:20 PM

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

Hello Cesar,

Thank you for your interest in the Supporting Healthy Aging in Parks and Recreation 3.0 grant opportunity. This email confirms that NRPA has received your completed application. We will begin reviewing the application and will notify applicants of selection status in November, 2023.

If you want a copy of your application you can log back into the portal and print your application.

If you have any questions, please email HealthyAgingInParks@nrpa.org

We look forward to reviewing your application!

Best,

NRPA's Healthy Aging Team

This email is a service from National Recreation and Park Association.



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: _____

Department: Administration

Agenda Item: 10.VII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 11.I.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion / Possible Action to approve the release of Request for Proposal for the Construction of the Main Street Sanitary Sewer Repair Project

STAFF BRIEFING:

- The Main Street Sanitary Sewer (SS) Repair Projects encompasses to separate pipeline repairs - one at Bayou intersection and another one located east of Erickson Drive. The pipelines will be realigned to improve flow into the Main Street Street SS Main and repair pipeline failure problems.
- The Project will alleviate a reoccurring SS Overflow condition at Bayou and Scott, and eliminate pipeline backup problems on the Erickson SS Main.
- The Project will be completed during the 1st Quarter of 2024
- Funding for the Construction Project will come from the 2016 CO Bond issuance.

HISTORY:

August 28, 2023 - City Council approved the Construction and Engineering Design Services by Adico Engineers

FISCAL IMPACT:

Engineer's Estimate for Construction is \$121,989.47

INVITATION TO BIDDERS

The City of La Marque will receive sealed bids, in duplicate, addressed to City Clerk, City of La Marque, **City Hall, 1111 Bayou Rd., La Marque, Texas 77568**, Galveston County, for the construction of **"SANITARY SEWER REHABILITATION ON MAIN STREET AT ERIKSSON STREET & BAYOU ROAD TO SERVE CITY OF LA MARQUE"** until 10:00 A.M., Wednesday, December 13, 2023.

BIDS shall be submitted in sealed envelopes and marked in the upper left-hand corner **"SANITARY SEWER REHABILITATION ON MAIN STREET AT ERIKSSON STREET & BAYOU ROAD TO SERVE CITY OF LA MARQUE"**. BIDS received after 10:00 A.M. time will be returned unopened.

Bids will be publicly opened and read in person at City of La Marque, **1109-B Bayou Road, La Marque, TX 77568** on Wednesday, December 13, 2023, at 10:15 A.M.

All BIDS shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

The successful bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the contract price within 15 days after receipt of the contract documents. Payment and performance bonds shall be issued from sureties with a minimum "A" or "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety and licensed by the State Board of Insurance.

Specifications and bidding documents may be secured from Civcast, www.civcastusa.com. Search City of La Marque.

Plans and/or Exhibits and Specifications may be examined at the following locations:

City Hall
City of La Marque
1111 Bayou Rd.
La Marque, TX 77568

In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The Owner reserves the right to reject any or all bids and to wave informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque businesses for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 A.M. on Monday, November 27 2023, in person at **1109-B Bayou Rd., La Marque, TX 77568** in accordance with the Instructions to Bidders.

By submitting a bid, Bidder agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any or all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. A copy of the Bidder's diversity and including plan should be included in Bidder's proposal as an appendix.

Main Street Sanitary Sewer Rehabilitation at Eriksson Street & Bayou Road
ADICO Project No. 23010-01

Design and Construction Schedule

ACTIVITIES	End Date	Calendar Days
Design Schedule		
Issue for Bid Set	Wednesday, November 1, 2023	14
1 st . Advertisement	Wednesday, November 15, 2023	7
2nd. Advertisement	Wednesday, November 22, 2023	5
Pre-Bid	Monday, November 27, 2023	16
Bid Date – Receiving Sealed Proposals	Wednesday, December 13, 2023	19
Recommendation to City Council	Monday, January 1, 2024	7
City Council Approval	Monday, January 8, 2024	18
Construction Schedule - Preliminary		
Preconstruction Meeting	Monday, January 15, 2024	7
Notice to Proceed	Monday, January 22, 2024	7
Construction Phase	Wednesday, February 21, 2024	30
Walk through & Punch List	Friday, March 22, 2024	30
Close out & Acceptance	Friday, April 5, 2024	14

**BID PROPOSAL
SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 23010-01**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<u>SECTION A - GENERAL</u>					
1.	Mobilization/Payment/ Performance Bonds	LS	1	\$6,759.47	\$6,759.47
SUBTOTAL SECTION A - GENERAL					\$6,759.47
<u>SECTION B - DEMOLITION</u>					
2.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform full depth saw cut, removal and replacement of asphalt pavement, as shown on plans and according to specifications, complete in place. (Includes disposal offsite)	SY	203	\$75.00	\$15,225.00
3.	Provide all supervision, labor, materials, tools, equipment, incidentals, and related items for curb and gutter removal and replacement, as shown on plans and according to specifications, complete in place. (Includes disposal offsite)	LF	30	\$10.00	\$300.00
4.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to demolish existing sanitary sewer manhole, as shown on plans and according to specifications, complete in place. (Includes disposal offsite)	EA	5	\$800.00	\$4,000.00
SUBTOTAL SECTION B - DEMOLITION					\$19,525.00
<u>SECTION C - SANITARY SEWER SYSTEM</u>					
5.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Install 8-Inch PVC, Sanitary Sewer Line and Tie into Existing Sanitary Sewer as indicated on plans and according to specifications, complete in place.	LF	132	\$40.00	\$5,280.00
6.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 8-Inch PVC, Sanitary Sewer Line Inside 16" Steel Casing with Spacers as indicated on plans and according to specifications, complete in place.	LF	132	\$300.00	\$39,600.00
7.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Standard 4-foot diameter, Concrete Sanitary Sewer manholes, as shown on plans and according to specifications.	EA	2	\$5,000.00	\$10,000.00
8.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install doghouse sanitary sewer manholes on existing sanitary sewer line, as shown on plans and according to specifications.	EA	2	\$8,000.00	\$16,000.00

BID PROPOSAL
SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 23010-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
9.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install OSHA Trench safety according to specifications. Includes removal.	LF	150	\$1.50	\$225.00
SUBTOTAL SECTION C - SANITARY SEWER REHABILITATION					\$71,105.00
<u>SECTION D - STORM WATER POLLUTION PREVENTION</u>					
10.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Inlet Protection Barriers around the construction site (to be installed prior to any construction activity and properly maintained throughout construction) as indicated on plans and according to specifications, complete in place. Includes removal.	EA	6	\$80.00	\$480.00
11.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Reinforced Filter Fabric Fence around the construction site (to be installed prior to any construction activity and properly maintained throughout construction) as indicated on plans and according to specifications, complete in place. Includes removal.	LF	40	\$3.00	\$120.00
SUBTOTAL SECTION D - STORM WATER POLLUTION PREVENTION					\$600.00
<u>SECTION E - MISCELLANEOUS</u>					
12.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install and Implement Traffic Control Plan, as indicated on plans and according to specifications, complete in place.	MONTHS	1	\$3,500.00	\$3,500.00
13.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Construction Staking, as indicated on plans and according to specifications, complete in place.	LS	1	\$3,000.00	\$3,000.00
14.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Materials Testing, as indicated on plans and according to specifications, complete in place.	LS	1	\$7,500.00	\$7,500.00
15.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Materials Testing, as indicated on plans and according to specifications, complete in place.	LS	1	\$10,000.00	\$10,000.00
SUBTOTAL SECTION E - MISCELLANEOUS					\$24,000.00
TOTAL BASE BID					\$121,989.47

City Bonds - Uncommitted Balances

Debt & Purpose	Uncommitted
2007 CO - Utility System	\$ 402,090.00
2016 CO - Utility Infrastructure, SSO, WWTP	\$ 555,318.00
2018 CO - Mun. & Public Safety Bldg Upgrades	\$ 750,000.00
2020 CO - WWTP	\$ 2,690,934.00

Total \$ 4,398,342.00

Suggested Distribution of Uncommitted Bond Balances

Pending Expenditures/Encumbrances	Estimated Amount	Estimated Due Date	Designated CO Source				Total	Balance
			2007	2016	2018	2020		
GLO Match for WWTP	\$ 402,000.00	FY 26				\$ 402,000.00	\$ 402,000.00	\$ -
GLO Match for Lift Stations	\$ 82,800.00	FY 25				\$ 82,800.00	\$ 82,800.00	\$ -
GLO Match for Manholes	\$ 75,000.00	FY 24				\$ 75,000.00	\$ 75,000.00	\$ -
Merry Melody/Westlawn Project Overage	\$ 460,976.22	FY 24				\$ 460,976.22	\$ 460,976.22	\$ -
WWTP Bar Screen	\$ 1,486,375.00	FY 24				\$ 1,486,375.00	\$ 1,486,375.00	\$ -
Main Street Sanitary Sewer	\$ 225,800.00	FY 24		\$ 225,800.00			\$ 225,800.00	\$ -
Westward Stormwater Improvements	\$ 264,228.00	FY 24		\$ 264,228.00			\$ 264,228.00	\$ -
Orange & Prune Waterline	\$ 35,000.00	FY 23	\$ 35,000.00				\$ 35,000.00	\$ -
Maple & Cedar Sewerline	\$ 55,000.00	FY 23	\$ 55,000.00				\$ 55,000.00	\$ -
Main Street Waterline Project	\$ 910,000.00	FY 24	\$ 312,090.00	\$ 15,290.00			\$ 327,380.00	\$ 582,620.00 *
Municipal Building Upgrades	\$ 300,000.00	FY 24			\$ 300,000.00		\$ 300,000.00	\$ -
Police Department Upgrades	\$ 500,000.00	FY 24		\$ 50,000.00	\$ 450,000.00		\$ 500,000.00	\$ -
GCWA Shannon Project Share	\$ 183,782.78	FY 23				\$ 183,782.78	\$ 183,782.78	\$ -
TOTALS	\$ 4,980,962.00		\$ 402,090.00	\$ 555,318.00	\$ 750,000.00	\$ 2,690,934.00	\$ 4,398,342.00	\$ 582,620.00

* = Need other source of funding. Possible ARPA Expense pending approval at time of allocation after approval of updated CIP scheduled for presentation in Q4 of 2023

PROJECT MANUAL

FOR

**SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD**

TO SERVE

**CITY OF LA MARQUE
LA MARQUE, TEXAS**



ADICO PROJECT NO. 23010-01

OCTOBER 2023



TBPE FIRM NO. 16423
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546
(832) 895-1093

**SANITARY SEWER REHABILITATION ON MAIN STREET AT
ERIKSSON STREET & BAYOU ROAD
TO SERVE CITY OF LA MARQUE**

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

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XIII.	TECHNICAL SPECIFICATIONS

**TECHNICAL SPECIFICATIONS
SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE CITY OF LA MARQUE
ADICO JOB NO. 23010-01**

TECHNICAL SPECIFICATIONS

No. of Pages

DIVISION 1 – GENERAL REQUIREMENTS

01 010	Summary of Work	1
01 045	Cutting & Patching	3
01 090	Reference Specifications	1
01 100	Stormwater Management	1
01 300	Submittals	2
01 310	Construction Schedule	2
01 340	Shop Drawings, Product Data and Samples	3
01 370	Schedule of Values	2
01 410	Testing Laboratory Services	3
01 420	Inspection Services	1
01 500	Temporary Facilities and Controls	2
01 502	Mobilization	2
01 570	Traffic Control and Regulation	2
01 600	Materials and Equipment	3
01 700	Contract Closeout	2
01 710	Cleaning and Adjusting	2
01 720	Project Record Documents	2
01 740	Site Restoration	3
01 782	Operations & Maintenance Data	1

DIVISION 2 - SITEWORK

02 076	Removing Existing Pavements and Structures	2
02 105	Erosion Control	4
02 110	Demolition	2
02 160	Trench Safety Systems	4
02 200	Earthwork	3
02 201	Stripping and Fill	3

02 235	Waste Material Disposal	1
02 252	Cement Stabilized Sand	3
02 523	Concrete Joints	3
02 532	Curb, Curb and Gutter, and Headers	3
02 607	Manhole Rehabilitation	8

HARRIS COUNTY PUBLIC INFRASTRUCTURE SPECIFICATIONS

713	<i>Reinforced Filter Fabric Barrier</i>	1
719	<i>Inlet Protection Barriers</i>	1
751	<i>SWPPP Inspection and Maintenance</i>	1

HARRIS COUNTY FLOOD CONTROL DISTRICT SPECIFICATIONS

02 364	<i>Filter Dams</i>	3
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CITY OF HOUSTON SPECIFICATIONS

01506	Diversion Pumping	2
01578	Control of Ground Water & Surface Water	9
02086	Adjusting Manholes, Inlets, and Valve Boxes to Grade	3
02221	Removing Existing Pavements and Structures	5
02448	Pipe and Casing Augering for Sewers	6
02502	Steel Pipe and Fittings	10
02533	Acceptance Testing for Sanitary Sewers	13
02534	Sanitary Sewer Service Stubs or Reconnections	12
02553	Point Repairs and Obstruction and Removals	9
02555	Manhole Rehabilitation	12
02556	Cured-In-Place Pipe	12
02558	Cleaning and Television Inspection	11
02921	Hydro Mulch Seeding	4
02922	Sodding	5
02951	Pavement Repair and Restoration	3
03315	Concrete for Utility Construction	17
04061	Mortar	5

Note: Bold specification sections are included in the “City of Houston Standard Specifications for Wastewater Collections Systems, Water Lines, Storm Drainage, and Street Paving” dated October 2002 and are incorporated herein by reference as if copied verbatim including any supplementary specification or amendments thereto and related specifications referenced therein unless indicated otherwise in the Drawings or Specifications.

Italicized specification sections are included in the “Harris County Public Infrastructure Specifications” and the “Harris County Flood Control Standard Specification Book” dated June 2020 and are incorporated herein by reference as if copied verbatim including any supplementary specification or amendments thereto and related specifications referenced therein unless indicated otherwise in the Drawings or Specifications.

INVITATION TO BIDDERS

The City of La Marque will receive sealed bids, in duplicate, addressed to City Clerk, City of La Marque, **City Hall, 1111 Bayou Rd., La Marque, Texas 77568**, Galveston County, for the construction of **"SANITARY SEWER REHABILITATION ON MAIN STREET AT ERIKSSON STREET & BAYOU ROAD TO SERVE CITY OF LA MARQUE"** until 10:00 A.M., Wednesday, December 13, 2023.

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All BIDS shall be accompanied by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid price payable without recourse to the City of La Marque, Texas, or a bid bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a Contract. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids. Bid security will be returned to the respective bidders within ten (10) days after bids are opened, except those checks or bonds which the Owner elects to hold until the successful bidder has executed the Contract. Thereafter, the remaining checks, including security of successful bidder, will be returned within five (5) days. Remaining bid bonds will not be returned unless requested by Bidder.

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In conformance with all applicable statutes, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project.

The Owner reserves the right to reject any or all bids and to wave informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

Contractors are urged to make a "good faith effort" to utilize local La Marque businesses for project participants through subcontracts and/or suppliers.

A Non-Mandatory Pre-Bid Conference for prospective bidders, suppliers, etc., will be held 10:00 A.M. on Monday, November 27 2023, in person at **1109-B Bayou Rd., La Marque, TX 77568** in accordance with the Instructions to Bidders.

By submitting a bid, Bidder agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any or all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. A copy of the Bidder's diversity and including plan should be included in Bidder's proposal as an appendix.

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the EJCDC Standard General Conditions (1990 Edition) of these Contract Documents have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2. Issuing Office - the office from which the Bidding Documents are prepared and where the bidding procedures are to be administered. For this project the issuing office is ADICO Consulting Engineers.

1.3. Successful Bidder - the most qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.4. Owner - the Owner is understood to be **City of La Marque**. Funding for the project will be provided in accordance with the terms and conditions described in the Special Conditions of Agreement.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents, as stated in the Invitation to Bidders, may be obtained from www.civcastusa.com, search: City of La Marque.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening, upon Owner's request, detailed written evidence such as financial data, proposed sub-contractors, present commitments, previous experience, equipment lists, evidence of authority to conduct business in the State of Texas and other such data as required to evaluate the Bidder's capability to perform the Work described in the Bidding Documents.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

- 4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2. Reference is made to the Supplementary Conditions for identification of:
- 4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may not rely upon the data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
- 4.2.2. Copies of such subsurface reports will be made available by Owner to any Bidder on request. Those reports are not part of the Contract Documents and are not a warranty of surface or subsurface conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" contained therein. Bidder acknowledges that Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the soils, surface, and subsurface investigations that have been prepared by others and disclaim responsibility for Bidder's interpretation of or conclusions or opinions drawn from such reports, e.g., without limitations, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water. Bidder is expected to examine the site and such reports and then decide for itself the character of the materials to be encountered.
- 4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof or for Bidder's interpretation of or conclusions or opinions drawn from such information and data. The Contractor is advised to coordinate closely with Engineer and Operator prior to the commencement of any underground construction activities. Such information and data is not a part of the Contract Documents and is not a warranty of subsurface conditions.
- 4.4 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.6 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by the Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide, to each Bidder for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, method, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract

Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda.

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda. All parties recorded by the Engineer as having received the Bidding Documents will be called and the addendum will be mailed or transmitted by electronic facsimile. The eligible party has the option to pick up the addendum at the Engineer's Office and sign required documentation list. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

7.1. Each Bid must be accompanied by Bid security made payable to the Owner in the amount of five percent (5%) of the total bid amount and shall be in the form of a cashier's check or bid bond.

7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security (as approved by Owner's attorney) and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8. Contract Times.

The number of days (working days) within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitutes and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a Substitutes or "or-equal" item of material or equipment may be furnished or

used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Special Specifications.

11. Subcontractors, Suppliers and Others.

11.1. If the Supplementary Conditions require or if the Owner requests the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next most qualified, responsible, and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

12. Bid Form.

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the office of ADICO Consulting Engineers.

12.2. All blanks on the Bid Form must be completed in ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in ink below the signature.

12.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12.9. The bid price shall include such amount as the Bidder deems proper for overhead and profit.

12.10 By submitting a bid, Bidder agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any and all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. A copy of the Bidder's diversity and including plan should be included in Bidder's proposal as an appendix.

13. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Invitation to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids not received by the time or at the location specified will be returned unopened to the Bidder.

14. Modification and Withdrawal of Bids.

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be retained by the Owner. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

16. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for **sixty (60) days** after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. Award of Contract.

17.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2. In evaluating Bids, Owner will consider the proposal of Bidders, compliance with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. Owner may consider the proposal and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5. If the contract is to be awarded, it will be awarded to the most qualified, responsible, and responsive Bidder whose evaluation by Owner indicates to Owner that the award will be most advantageous to Owner and result in the best and most economical completion of the Project.

17.6. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

18. Contract Security.

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

19. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

20. Mandatory Pre-bid Conference.

A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bidders. Representatives of Owner and Engineer will be present to discuss the project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

21. Retainage.

An amount equal to ten percent of the amount of each monthly estimate (in accordance with current state laws) will be retained by the Owner until final payment under the Contract is approved and a certificate of final completion has been issued for the Work.

22. Permits.

The successful bidder shall be responsible for obtaining all required permits, including, but not limited, to the following:

Permit for construction within existing City of La Marque street right-of-way, as applicable.

23. Locations for Examining Contract Documents.

Bidders may examine the contract documents for these contracts at the office City of La Marque, City Hall, 1111 Bayou Road, La Marque, TX 77568, Ph: 409-938-9202 and at www.civcastusa.com.

24. Workers' Compensation Insurance Coverage.

(A) Definitions

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, §401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- (C) The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- (D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner, showing that the coverage has been extended.
- (E) The Contractor shall obtain from each person providing services on the project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (F) The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (H) The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- (I) The Contractor shall contractually require each person with whom it contracts to provide service on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011 (44) for all its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should known, of any change that materially affects the provision of coverage of any person providing service on the project; and
 - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

25. Sales Tax Exemption.

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and, accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to the Owner cost savings due to the exempt status

of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes.

26. Labor Classification and Minimum Wage Scale.

- A. Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall determine the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for bids and in the Contract the applicable minimum wage rates. The statute further provides that the Contractor or Subcontractors shall pay, as a penalty, to the Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount due under Contract.

The statute likewise requires that the Contractor and Subcontractors keep an accurate record of the name and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each worker. These records are open to the inspection of the Owner.

- B. **Labor Classification and Minimum Wage Scale:** Use the latest edition of City of Houston Prevailing Wage Rates in effect at the time the bids were received.

BID

**SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE CITY OF LA MARQUE**

City of La Marque, TX

City Hall
1111 Bayou Rd.
La Marque, TX 77568

CONTRACTOR: _____
(Legal Name of Company)

ADDRESS: _____
County: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **sixty (60) days** after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within **seven (7) days** after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined, carefully studied, and understands all the terms and conditions set forth in the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices: (see attached bid form.)

BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **30 calendar days** after the date when the Contract Times commences to run. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The prescribed Bid Security in the form of a **Cashier's Check / Bid Bond** is attached to and made a condition of this Bid.

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on _____, 2023.
State Contractor License No. _____

INDIVIDUAL:

(individual) _____ (Seal)
doing business as _____
Business Address _____
Business Phone _____

PARTNERSHIP:

By (firm) _____ (Seal)
(General Partner) _____
Business Address _____
Business Phone _____

CORPORATION:

By (corp.) _____ (Seal)
State of Incorporation _____
By (person authorized) _____
Title _____

Attest (Secretary) _____
Business Address _____
Business Phone _____
Date of Qualification to do business is _____

JOINT VENTURE:

By (name) _____ (Seal)
Address: _____
By (name) _____ (Seal)
Address: _____

Address & Phone No. for official communications:

**BID PROPOSAL
SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 23010-01**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
-------------	-------------	------	----------	---------------	---------------

SECTION A - GENERAL

- | | | | | | |
|----|---|----|---|----------|----------|
| 1. | Mobilization/Payment/ Performance Bonds | LS | 1 | \$ _____ | \$ _____ |
|----|---|----|---|----------|----------|

SUBTOTAL SECTION A - GENERAL \$ _____

SECTION B - DEMOLITION

- | | | | | | |
|----|--|----|-----|----------|----------|
| 2. | Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform full depth saw cut, removal and replacement of reinforced concrete pavement, as shown on plans and according to specifications, complete in place. (Includes disposal offsite) | SY | 203 | \$ _____ | \$ _____ |
| 3. | Provide all supervision, labor, materials, tools, equipment, incidentals, and related items for curb and gutter replacement, as shown on plans and according to specifications, complete in place. | LF | 30 | \$ _____ | \$ _____ |
| 4. | Provide all supervision, labor, materials, tools, equipment, incidentals and related items to demolish existing sanitary sewer manhole, as shown on plans and according to specifications, complete in place. (Includes disposal offsite) | EA | 5 | \$ _____ | \$ _____ |

SUBTOTAL SECTION B - DEMOLITION \$ _____

SECTION C - SANITARY SEWER SYSTEM

- | | | | | | |
|----|---|----|-----|----------|----------|
| 5. | Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Install 8-Inch PVC, Sanitary Sewer Line and Tie into Existing Sanitary Sewer as indicated on plans and according to specifications, complete in place. | LF | 132 | \$ _____ | \$ _____ |
| 6. | Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Bore and Install 8-Inch PVC, Sanitary Sewer Line Inside 16" Steel Casing with Spacers as indicated on plans and according to specifications, complete in place. | LF | 132 | \$ _____ | \$ _____ |
| 7. | Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Standard 4-foot diameter, Concrete Sanitary Sewer manholes, as shown on plans and according to specifications. | EA | 2 | \$ _____ | \$ _____ |
| 8. | Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install doghouse sanitary sewer manholes on existing sanitary sewer line, as shown on plans and according to specifications. | EA | 2 | \$ _____ | \$ _____ |

BID PROPOSAL
SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 23010-01

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
9.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install OSHA Trench safety according to specifications. Includes removal.	LF	150	\$ _____	\$ _____

SUBTOTAL SECTION C - SANITARY SEWER REHABILITATION \$ _____

SECTION D - STORM WATER POLLUTION PREVENTION

10.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Inlet Protection Barriers around the construction site (to be installed prior to any construction activity and properly maintained throughout construction) as indicated on plans and according to specifications, complete in place. Includes removal.	EA	6	\$ _____	\$ _____
11.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Reinforced Filter Fabric Fence around the construction site (to be installed prior to any construction activity and properly maintained throughout construction) as indicated on plans and according to specifications, complete in place. Includes removal.	LF	40	\$ _____	\$ _____

SUBTOTAL SECTION D - STORM WATER POLLUTION PREVENTION \$ _____

SECTION E - MISCELLANEOUS

12.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install and Implement Traffic Control Plan, as indicated on plans and according to specifications, complete in place.	MONTHS	1	\$ _____	\$ _____
13.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Construction Staking, as indicated on plans and according to specifications, complete in place.	LS	1	\$ _____	\$ _____

SUBTOTAL SECTION E - MISCELLANEOUS \$ _____

TOTAL BASE BID \$ _____

Sanitary Sewer Rehabilitation
On Main Street at
Eriksson Street Bayou Road
to Serve City of La Marque

Adico LLC
23010-01

BID PROPOSAL
SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE
CITY OF LA MARQUE
LA MARQUE, TX 77591
ADICO PROJECT NO. 23010-01

BID SUMMARY

SUBTOTAL SECTION A - GENERAL	\$ _____
SUBTOTAL SECTION B - DEMOLITION	\$ _____
SUBTOTAL SECTION C - SANITARY SEWER REHABILITATION	\$ _____
SUBTOTAL SECTION D - STORMWATER POLLUTION PREVENTION	\$ _____
SUBTOTAL SECTION E - MISCELLANEOUS	\$ _____
TOTAL BASE BID (A+B+C+D+E)	\$ _____

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of _____, 2023 by and between **City of La Marque**, (hereinafter called OWNER) and _____, hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**SANITARY SEWER REHABILITATION ON MAIN STREET
AT ERIKSSON STREET & BAYOU ROAD
TO SERVE CITY OF LA MARQUE**

Contract Amount: \$ _____

Article 2. ENGINEER.

The project has been designed by Adico, LLC Consulting Engineers, 2114 El Dorado Blvd., Suite 400, Friendswood, Texas 77546 (832-895-1093), who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **30 calendar days** after the date when the Contract Times commence to run.

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in ascertaining and proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in the above paragraph for completion and readiness for final payment. OWNER and CONTRACTOR agree that such amount is a reasonable forecast of the damages OWNER will sustain per day that the work remains uncompleted. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or its Sureties, at CONTRACTOR'S expense.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Bid Proposal and any subsequent change orders thereto.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplemental Conditions.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the procedures described in the General Conditions. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and on the number of units of each bid item completed). Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data".

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not a warranty of surface or subsurface conditions, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of the information and data relating to surface or subsurface conditions or with respect to Underground Facilities at or contiguous to the site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

1. This Agreement and Special Conditions of Agreement
2. Exhibits to this Agreement
3. Performance, Payment, and other Bonds identified

4. Invitation to Bidders
5. Instructions to Bidders
6. Notice to Proceed
7. General Conditions
8. Supplementary Conditions
9. Standard and Special Specifications
10. Construction Plans
11. Addenda
12. CONTRACTOR'S Bid
13. Documentation submitted by CONTRACTOR prior to Notice of Award
14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 8. INDEMNITY PROVISIONS.

THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS ATTACHED TO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, AND ALL OTHER ATTACHMENTS TO THIS AGREEMENT AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL ATTACHMENTS HERETO AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, OR ANY OTHER ATTACHMENTS TO THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 9. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

By executing this Agreement, Contractor agrees to promote and actively pursue diversity and inclusion. This may be accomplished by any or all of the following or similar actions: actively contacting historically underutilized businesses beyond what is required by law in order to encourage participation as a subcontractor, requiring subcontractors to agree to this provision or a similar requirement, and promoting diversity and inclusion through organizational values, inclusive hiring practices and employee training. Contractor further agrees to comply with the diversity and inclusion plan submitted with Contractor's bid/proposal documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023 (which is the effective date of the Agreement).

OWNER: City of La Marque

By: _____

Attest: _____

Address for giving notices:

CONTRACTOR:

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

CONSTRUCTION PLANS FOR SANITARY SEWER REHABILITATION ON MAIN STREET

TO SERVE
CITY OF LA MARQUE
LA MARQUE, TEXAS 77568
ADICO JOB No.: 23010-01 DATE: AUGUST 2023



MAYOR KEITH BELL

COUNCILMAN, DISTRICT A KIMBERLEY YANCY

COUNCILMAN, DISTRICT B JOE COMPIAN

COUNCILMAN, DISTRICT C MICHAEL CARLSON

COUNCILMAN, DISTRICT D JAMES ROSS

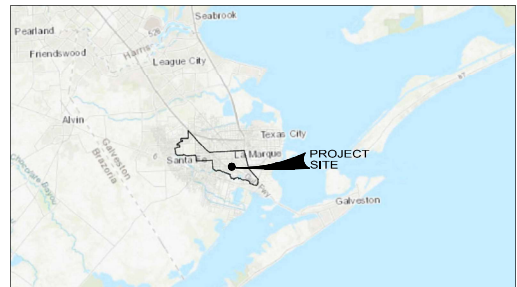
CITY MANAGER CESAR GARCIA

PUBLIC WORKS DIRECTOR RICK SAILLER

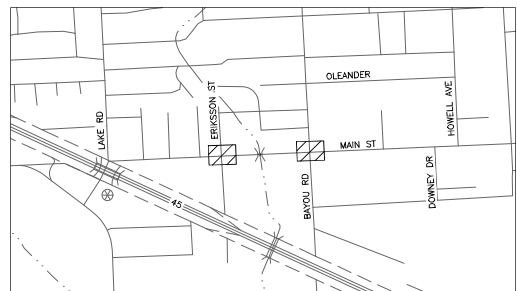
48 HOUR NOTICE:
CONTRACTOR SHALL NOTIFY THE CITY OF LA MARQUE
PERMITS DIVISION AT (409) 938-9219 FOR INSPECTION
AT LEAST 48 HOURS PRIOR TO COMMENCING THE CONSTRUCTION



WARNING:
CONTRACTOR SHALL VERIFY LOCATION OF
UNDERGROUND UTILITY LINES BY CONTACTING
"TEXAS 811" AT 811 OR 713-223-4567 AT
LEAST 48 HOURS BEFORE YOU DIG, DRILL OR
BLAST.
EXISTING, WATER, SANITARY, GAS, ELECTRICAL,
TELECOMMUNICATIONS AND ALL OTHER UTILITY
LINES ARE SHOWN PER RECORD DRAWINGS.
CONTRACTOR SHALL VERIFY LOCATION AT THE
SITE PRIOR TO CONSTRUCTION.



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

ADICO
CONSULTING ENGINEERS

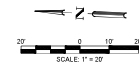
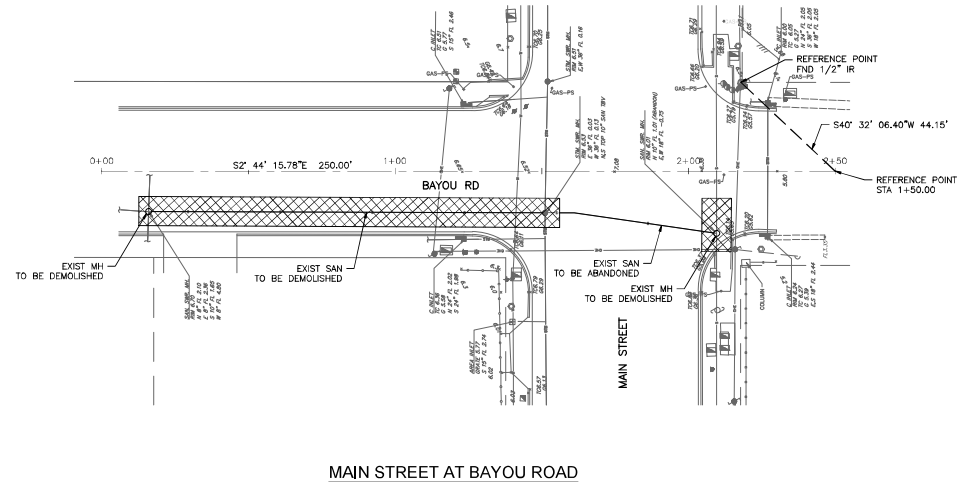
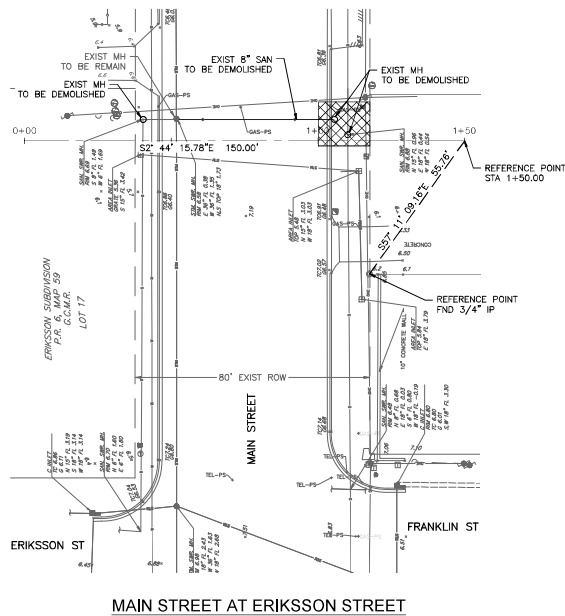
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546
PHONE: 832-895-1083 WWW.ADICO-LLC.COM
TBPE FIRM NO. 16423

Sheet Index

Sheet No.	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	TOPOGRAPHIC SURVEY 1 OF 3
4	TOPOGRAPHIC SURVEY 2 OF 3
5	TOPOGRAPHIC SURVEY 3 OF 3
6	DEMOLITION PLAN
7	SANITARY SEWER PLAN & PROFILES
8	STORM WATER POLLUTION PREVENTION PLAN
9	SANITARY SEWER DETAILS 1
10	SANITARY SEWER DETAILS 2
11	SANITARY SEWER DETAILS 3
12	MISCELLANEOUS DETAILS
13	STORM WATER POLLUTION PREVENTION DETAILS
14	TRAFFIC CONTROL PLAN



SHEET NO. 1 OF 14



NOTES:

1. REFER TO TXDOT ITEM 351 FOR FLEXIBLE PAVEMENT STRUCTURE REPAIR.

LEGEND:

 - PROPOSED LIMITS OF SAWCUT
& PAVEMENT/CURB & GUTTER REPAIR

CIVIL ENGINEER:

ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD., STE. 400, FORT WORTH, TX 76104
PHONE: 800-935-1093 WWW.ADICO.COM
TYPE FIRM NO. 16423

BENCHMARK:

FLOODPLAIN:

SANITARY SEWER REHABILITATION
ON MAIN STREET TO SERVE
CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423



8/18/2023

NO.	DATE	REVISION

PROJECT OWNER:
CITY OF LA MARQUE

PROJECT LOCATION:
MAIN STREET
LA MARQUE, TX 77068

DEMOLITION PLAN

ALLC PROJECT NO. 2301G-01	SHEET NO.
DRAWN BY: MG	
CHECKED BY: BS	
DRAWING SCALE	
HORIZ: 1" = 20'	
VERT: N/A	
DATE PLOTTED:	
Aug 18, 2023 - 12:00pm	6 OF 14



LEGEND:

 - PROPOSE BORE

CIVIL ENGINEER:
ADICO
CONSULTING ENGINEERS
2114 EL DORADO BLVD, STE. 400, FRIEDRICHSDOOD, TX 77548
PHONE: 832-935-1093 WWW.ADICO.CC.COM
TYPE FIRM NO. 16433

BENCHMARK:

FLOODPLAIN:

SANITARY SEWER REHABILITATION
ON MAIN STREET TO SERVE
CITY OF LA MARQUE

LA MARQUE, TEXAS 77568

ADICO, LLC
TBPE FIRM NO. F-16423



10/16/2023

NO.	DATE	REVISION
-----	------	----------

PROJECT OWNER:	
CITY OF LA MARQUE	

PROJECT LOCATION:
MAIN STREET
LA MARQUE, TX 77068

**SANITARY SEWER PLAN &
PROFILES**

FILED FOR FEE NO.	03540-04	FILED NO.
-------------------	----------	-----------

DEWEN BY: MG

checked for:	65
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DRAWING SCALE:
1" = 1'-0"

VERT: $1'' = 2'$

7 44



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 11.II.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion / possible action regarding authorizing a Request for Proposal for a Grant Administrator to submit an Application for Grant Funding for a Flood Mitigation Assistance Project through Texas Water Development Board funded by the Federal Emergency Management Administration

STAFF BRIEFING:

- The Texas Water Development Board (TWDB) released information regarding the Flood Mitigation Assistance (FMA) program funded by the Federal Emergency Management Administration (FEMA). (attached documents)
- The Flood Mitigation Assistance (FMA) grant program under the Federal Emergency Management Agency (FEMA), provides federal funding to help states and communities pay for cost-effective ways to reduce or eliminate the long-term risk of flood damage to repetitive loss and severe repetitive loss structures that are insured under the National Flood Insurance Program (NFIP). The Texas Water Development Board administers the FMA grant program for the State of Texas on behalf of FEMA.
- The Public Works Capital Improvement Plan includes a Flood Mitigation Project for the Camp Circle Subdivision where past flooding has occurred during extreme wet weather events. A developed design 'Plan' is required to move forward with this project.
- Staff recommends acquiring a Grant Administrator to complete the application and coordinate with our City Engineer to develop particular aspects of the Plan to submit for grant funding. Estimated Grant Administrator fees = \$150,000
- Staff recommends completing an Engineering Feasibility and Design Project to identify solutions and construction costs to improve the stormwater system within this area. The estimated cost to complete the engineering task is \$550,000.
- The Preliminary Project Cost (Administration, Engineering, & Construction) is estimated at \$4M, depending on the design plans and options deemed reliable to solve the flooding problem.
- The current funding cycle can assist with the expense of creating a 'shovel-ready' project, which will be submitted during the next FMA funding cycle.

- The grant funding covers 75% of the project cost, which results in a City commitment of 25% of the project cost. Therefore, the Administration & Engineering Phase would be split between \$525,000 for FEMA funding and \$175,000 for City funding. The Construction Phase would require a higher funding commitment from the City of approximately \$750K - \$1M. The City share could be funded through TWDB Clean Water State Revolving Fund (SRF) funding which includes below market interest rates (attached document).

HISTORY:

The Texas FMA grant program has provided over \$278M in funding since 2015. The City has not participated in the FMA program in the past.

FISCAL IMPACT:

Engineering Phase - Estimated City Share of a \$550,000 engineering design cost is \$137,500

Grant Administration - Estimated City Share of \$150,000 is \$37,500 (final cost will be approved after RFP is completed)

Construction Phase - Preliminary Construction Cost estimate of \$3M results in a City Share of \$750,000 (possibly fund through TWDB SRF)

VIEW GRANT OPPORTUNITY

DHS-23-MT-029-000-98

Notice of Funding Opportunity (NOFO) for Fiscal Year 2023 Flood Mitigation Assistance

[Apply](#)

Department of Homeland Security

Department of Homeland Security - FEMA

SYNOPSIS

VERSION HISTORY

RELATED DOCUMENTS

PACKAGE

General Information

Document Type:	Grants Notice	Version:	Synopsis 1
Funding Opportunity Number:	DHS-23-MT-029-000-98	Posted Date:	Oct 12, 2023
Funding Opportunity Title:	Notice of Funding Opportunity (NOFO) for Fiscal Year 2023 Flood Mitigation Assistance	Last Updated Date:	Oct 12, 2023
Opportunity Category:	Discretionary	Original Closing Date for Applications:	Feb 29, 2024
		Current Closing Date for Applications:	Feb 29, 2024
		Archive Date:	Mar 30, 2024
		Estimated Total Program Funding:	\$ 800,000,000

**Opportunity
Category
Explanation:**

Award Ceiling: \$0

Award Floor: \$0

**Funding
Instrument
Type:**

Grant

**Category of
Funding
Activity:** Other (see text
field entitled
"Explanation of
Other Category of
Funding Activity"
for clarification)

**Category
Explanation:** Mitigation:
Natural Hazards

**Expected
Number of
Awards:**

40

**CFDA
Number(s):** 97.029 -- Flood
Mitigation
Assistance

**Cost Sharing
or Matching
Requirement:**

Yes

Eligibility

**Eligible
Applicants:** Native American tribal governments (Federally recognized)
State governments
Others (see text field entitled "Additional Information on
Eligibility" for clarification)

**Additional
Information** •States •District of Columbia •U.S. territories
•Federally recognized Tribal governments

on
Eligibility:

Additional Information

Agency Name: Department of Homeland Security - FEMA

Description: The Flood Mitigation Assistance (FMA) grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments, and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP), and within NFIP-participating communities. It does so with a recognition of the growing flood hazards associated with climate change, and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future. From Fiscal Year (FY) 1996 to FY 2019, FMA obligated over \$1.5 billion in federal cost share mitigating over 8,000 properties insured by the NFIP.

Projects or initiatives that are eligible for funding under this announcement may or may not involve Geospatial (GIS) issues.

Applicants can submit applications for this funding opportunity through FEMA Grants Outcomes (GO). Access the system at <https://go.fema.gov/>.

Link to Additional Information: femago@fema.dhs.gov

**Grantor
Contact
Information:**

If you have difficulty accessing the full announcement electronically, please contact:

FEMA GO Help Desk

Phone: 1-877-585-3242 E-mail: femago@fema.dhs.gov

femago@fema.dhs.gov

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FEMA Flood Mitigation Assistance Grant Program

FEMA released the FY 2023 Flood Mitigation Assistance grant program Notice of Funding Opportunity (NOFO). Applications open October 16, 2023.

FY 23 FMA Notice of Funding Opportunity

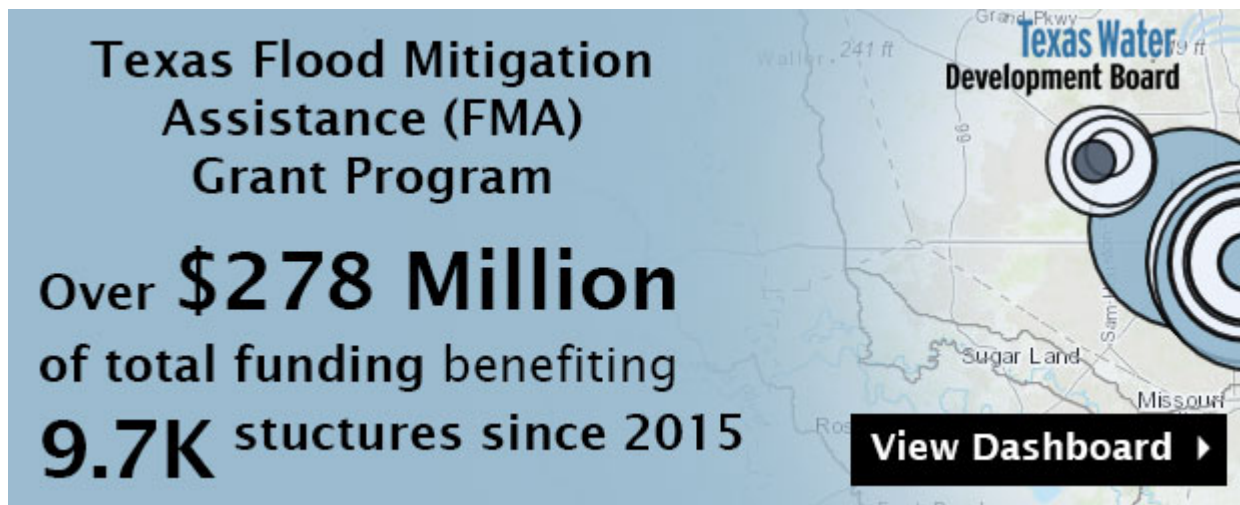
FY 2023 FMA Application Cycle:

- October 16, 2023: FY 2023 FMA Application Cycle opens.
- January 2-8, 2024: All subapplications are due to the TWDB for review via FEMA GO.
*Earlier submissions will receive more technical assistance from TWDB
- January 8- February 22, 2024: TWDB conducts administrative and technical reviews on all subapplications prior to submitting to FEMA for consideration.
- February 26, 2024: TWDB submits the FY 2023 FMA application via FEMA GO.

Please contact floodgrant@twdb.texas.gov to start the application process.

See [FY 23 NOFO Quick Facts & Updates*](#) for additional information

* Information on this page will be updated as TWDB receives clarification from FEMA.

A banner for the Texas Flood Mitigation Assistance (FMA) Grant Program. The left side has a blue background with white text stating "Over \$278 Million of total funding benefiting 9.7K structures since 2015". The right side features a map of Texas with a large blue frog graphic in the foreground. Text on the map includes "Texas Water Development Board", "Grand Pkwy", "Waller, 241 ft", "66", "Sugar Land", "Missouri", and "East Bend". A black button with white text "View Dashboard" and a right arrow is at the bottom right.

Texas Flood Mitigation Assistance (FMA) Grant Program

Over \$278 Million
of total funding benefiting
9.7K structures since 2015

View Dashboard

The Flood Mitigation Assistance (FMA) grant program under the [Federal Emergency Management Agency \(FEMA\)](#), provides federal funding to help states and communities pay for cost effective ways to reduce or eliminate the long-term risk of flood damage to repetitive loss and severe repetitive loss structures that are insured under the [National Flood Insurance Program \(NFIP\)](#). The Texas Water Development Board administers the [FMA grant program](#) for the State of Texas on behalf of FEMA.

Goals of the FMA program include reducing or eliminating:

- repeated claims under the NFIP, and
- the dependence on taxpayer-funded federal disaster assistance for disaster recovery.

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The FMA program is a nationally competitive grant program with an annual application cycle. FEMA will announce the opening of the application cycle with issuance of the "Notice of Funding Opportunity" on grants.gov. Eligible cities, counties, special districts (political subdivisions) will develop an application (referred to as a *subapplication*) on behalf of citizens (property owners) and submit it to the TWDB through [FEMA's FEMA GO grant system](#). Property owners cannot apply directly to the TWDB or FEMA for an FMA grant. Interested property owners may contact the [local floodplain official for their area](#), or other local officials to find out about their community's interest in applying for an FMA grant.

Information obtained by submitting the required ["Request for NFIP Policy Holder PII" form](#) will help you to determine if your project will qualify for FMA funding. Data is usually provided within 15 days. After obtaining your current NFIP data and determining approximately how much of your project's benefitting area includes NFIP-insured properties (and particularly repetitive loss and severe repetitive loss properties), please schedule a meeting with our team to discuss a strategy.

FY 23 NOFO Quick Facts & Updates

While TWDB encourages all applicants to review the Notice of Funding Opportunity for the FMA Grant Program prior to applying. TWDB would like to highlight the following information and updates to the 2023 NOFO.

Available Funding for the NOFO: \$800,000,000.00:

- Capability and Capacity Building Activities subtotal: \$60,000,000
 - \$900,000 per Project Scoping subapplications
 - \$100,000 per applicant for flood hazard mitigation planning with maximums of
 - \$50,000 for state flood hazard mitigation planning and \$25,000 for local flood hazard mitigation planning
 - \$300,000 for additional Capability and Capacity Building activities
- Localized Flood Risk Reduction Projects subtotal: \$520,000,000
 - \$50,000,000 cap per localized flood risk reduction subapplication
- Individual Flood Mitigation Projects subtotal: \$220,000,000

Application Type Submission Directions:

- Mitigation Plans must be submitted in a **"plan"** subapplication type.
- Technical Assistance by States to Communities must be submitted in a **"technical assistance"** subapplication type.
- Project Scoping must be submitted in a **"project scoping"** subapplication type.
- Additional Capability and Capacity Building Activities must be submitted in a **"project scoping"** subapplication type.
- Localized Flood Risk Reduction Project and Individual Flood Mitigation Project must be submitted in a **"project"** subapplication type.
- Applicant Management Costs must be submitted in a **"management costs"** subapplication type.

Top

NEW! TWDB Requires all Subapplicants to identify if their subapplication project is part of their Regional Flood Plan.

- To streamline possible use of Flood Infrastructure Funds TWDB encourages all subapplicants to ensure their proposed project is included in their regional flood plan.

NEW! Streamlined cost-effectiveness determination method:

- For projects with a total cost of less than \$1,000,000 the subapplicant may provide a narrative that includes qualitative and quantitative data demonstrating the benefits and cost-effectiveness of the project. Total project costs include all project costs, not just the federal share. Instructions for completing a cost-effectiveness narrative may be found on FEMA's BCA website. FEMA will validate the cost effectiveness and estimate a benefit cost ratio (BCR) of the proposed project during its review.

NEW! Prioritization Levels for Individual Flood Mitigation Projects

First Prioritization Criteria

Individual Flood Mitigation Projects that will mitigate flood damage to at least 75 percent of structures included in the subapplication that meet **ANY** of the following FMA and/or NFIP SRL and RL definitions in order by program priority:

1. Meet the FMA definition of an SRLii property
2. Meet the FMA definition of an SRLi property
3. Meet the FMA definition of a RL property
4. Meet NFIP definition of an SRL property
5. Meet the NFIP definition of an RL property

Second Level Prioritization Criteria:

In the event requested funding exceeds **\$220 million** funding for this priority, FEMA will prioritize subapplications based on:

- Count of properties meeting FMA and/or NFIP defined SRL and RL definitions in order by program priority (1-5) above, and
- Total dollars of all NFIP policy claims on record for all NFIP properties proposed for mitigation in the subapplication.

Third Level Prioritization Criteria

- If available funding requires prioritization within one of the above priorities, FEMA will apply the Final Priority Scoring Criteria for Individual Mitigation Project, use the below Prioritization Criteria Scoring Sheet to rank subapplication.

Priority	Description	Available Point
Substantial Damage	The subapplication includes structures that were determined Substantial Damage by the community within five (5) years of the Application Submission Deadline and a verification letter is included in the subapplication	10x each SD structure Top
Justice40 Community or Community Disaster	A Justice40 community, also referred to as a disadvantaged community, is identified using version	Up to 50

Priority	Description	Available Point
Resilience Zones	1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of federally recognized Tribes. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. Further, all federally recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land). A Community Disaster Resilience Zone is defined in 42 U.S.C. § 5136(a)(1) and all Community Disaster Resilience Zone are located in Justice40 communities. Please refer to FEMA identified Community Disaster Resilience Zones for the complete listing. Subapplications that primarily benefits a Community Disaster Resilience Zone, will receive 50 points. OR Subapplications that primarily benefits a Justice40 community, will receive 35 points. Full and partial points are assigned to this category.	
SRL/RL Property	If greater than 35% of properties in the subapplication are SRL or RL, then 30 points will be assigned. Or If 25-35% of properties in the subapplication are SRL or RL, then 15 points will be assigned.	Up to 30
FEMA FMA Capability and Capacity Building (C&CB) Activities	Subapplications will receive 20 points if the project was generated from a previous FMA award. No partial points are assigned to this category.	20

How to Apply

1. [Who is eligible to receive FMA funding?](#)
2. [What activities are eligible under the FMA Grant Program?](#)
3. [What are the requirements under the FMA Grant Program?](#)
4. [What are the cost shares?](#)
5. [How does the application and selection process work?](#)
6. [How do I get access to FEMA GO?](#)
7. [Where can I get more information?](#)
8. [Is there FEMA direct technical support?](#)

Resources

Hazard Mitigation Grant Program Assistance

[Top](#)

- [FEMA's HMA Grants Webpage](#)
- [2023 HMA Guidance](#)
- [2015 HMA Guidance](#)
- [2015 HMA Guidance Addendum](#)
- [FY 2023 NOFO Webpage](#)
- [FY 2022 NOFO Webpage](#)

General Resources

- **Program Eligibility:**
 - [NFIP community status verification](#)
 - [TWDB Repetitive Loss Viewer](#)
- [Create a Hazard Mitigation Plan](#)

Contracting and Procurement

- **Procurement with FEMA** - FEMA Procurement web and resources page
- [Informal Methods of Procurement](#) - Provides key information for non-state entities using informal methods of procurement, which are less than \$250,000. It also provides a checklist specific to these methods.
- [Socioeconomic Contracting](#) - Illustrates guidance for state and non-state entities to follow when taking the six affirmative steps for socioeconomic contracting as detailed at [2 C.F.R. § 200.321](#).
- [Common Mistakes](#) - Introduces the 10 most frequent procurement noncompliance issues as reported by the Office of the Inspector General (OIG) and lists available resources to help avoid these mistakes.
- [HMA Procurement Standards](#) - Procurement standards for non-federal entities that obtain property and services under a HMA Federal award.
- **Contracting with FEMA**
 - [Using Contract Support for the Development of Hazard Mitigation Assistance \(HMA\) Grant Applications](#)
- **Contracting with TWDB**
 - [FAQ Contract Administration with TWDB](#)
 - [TWDB Subcontracting Guidelines](#)

BCA Resources

- [TRAINING: Introduction to Benefit-Cost Analysis \(E/L0276\)](#) - The classroom course materials consist of the student manual, instructor guide and visuals.
- [RESOURCES](#): Download pre-calculated benefits, BCA guidance, ecosystem services and other support documents.
- [NEWS AND NOTES](#) - Review BCA-related updates, see the schedule for upcoming releases, and access BCA Toolkit release notes.
- **BCA Toolkit Help** - Email questions to bchelp@fema.dhs.gov
- **Get Support Performing or Reviewing a BCA** - For assistance with performing or reviewing a BCA, or for obtaining answers to eligibility or policy questions, please contact your [State Hazard Mitigation Officer](#).

FEMA Webinars

FEMA hosts Hazard Mitigation Assistance webinars to bring subject matter experts and partners together to provide technical information, best practices, tools, and resources regarding the Building Resilient Infrastructure and Communities, Flood Mitigation Assistance, and Hazard Mitigation Grant Programs.

- [Building a Successful Planning Application](#): This webinar will answer what makes a good planning application and provide guidance as to where information and resources can be found related to planning grants.
- [Building a Successful Flood Risk Reduction Application](#): This webinar will answer what makes a good flood risk reduction application and use FEMA's example application template to describe the subapplication requirements.
- [Building a Successful Acquisition Application](#): This webinar will answer what makes a good acquisition application and use FEMA's example application template to describe the subapplication requirements.
- [Environmental Historic Preservation Review 101](#): This webinar will provide details on how communities should factor in environmental historic preservation, regulations, executive orders, and laws when planning projects



Flood Mitigation Assistance Grant Program

The Flood Mitigation Assistance (FMA) Grant Program, under the Federal Emergency Management Agency's (FEMA's) Hazard Mitigation Assistance program, assists states and communities by providing federal funds for cost-effective measures to reduce or eliminate the long-term risk of flood damage to repetitive and severe repetitive loss buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program (NFIP). The Texas Water Development Board administers the FMA program for the State of Texas on behalf of FEMA. This is a nationally competitive annual grant program.

Eligible Applicants

Political subdivisions (cities, counties, special districts, and federally recognized tribes) that participate in the NFIP and have a FEMA-approved and adopted Hazard Mitigation Plan.

Eligible Funding Activities and Projects (with Federal Funding Caps)

Projects can be used for, but are not limited to:

- Capability and capacity building activities
 - Developing or updating multi-hazard mitigation plans (\$25,000)
 - Project scoping/flood studies (\$900,000)
 - Additional capability building activities (\$300,000)
- Localized flood risk reduction projects (\$50,000,000)
 - Floodwater storage and diversion
 - Stormwater management
 - Floodplain, wetland, marsh, riverine, and coastal restoration and protection
 - Other combination of green, gray infrastructure, and nature-based solutions
 - Localized flood control projects with co-benefits to other hazards and social or environmental benefits
- Individual flood mitigation projects (no federal caps)
 - Acquisition and demolition or relocation of structures
 - Structure elevation
 - Mitigation reconstruction
 - Dry floodproofing of non-residential properties and historic residential properties
 - Structural and non-structural retrofitting of existing buildings
 - Infrastructure retrofit

Cost Share Requirements

Generally, the federal cost share funding is available for up to 75% of the eligible activity cost with a non-federal cost match of 25%. However, FEMA may contribute up to 90% federal cost

share with a non-federal cost match of 10% when the individual property being mitigated meets the definition of repetitive loss structure; or the individual property or the average project benefit area has a Centers of Disease Control and Prevention Social Vulnerability Index of 0.5001 or higher. If the structure meets the definition of severe repetitive loss property, FEMA may contribute up to 100% of the eligible activity cost.

Management Cost

Communities may apply for up to 5% of the total grant application funding request for grant management activities, such as any indirect costs, administrative costs, and any other expenses that are reasonable in administering and managing the grant.

Project Grant Eligibility Criteria

A project must, at a minimum, be

- feasible and effective at mitigating flood hazards within a participating NFIP community;
- cost beneficial to the National Flood Insurance Fund, yielding a benefit-cost ratio of 1.0 or greater;
- in compliance with the Environmental Planning and Historical Preservation requirements included in FEMA's Hazard Mitigation Assistance Unified Guidance; and
- able to reduce or eliminate flood risk to insured structures under the NFIP.

A project must also conform with

- the minimum standards of the NFIP floodplain;
- local regulations;
- the applicant's Hazard Mitigation Plan; and
- all applicable laws and regulations, such as federal and state environmental standards and local building codes.

For specific questions about the program, please contact floodgrant@twdb.texas.gov. Additional information, including how to access FEMA's electronic grant application system (FEMA GO), is available at www.twdb.texas.gov/financial/programs/FMA/index.asp.

Illustrative Lending Rate Memorandum | October 27, 2023

The Texas Water Development Board's Illustrative Lending Rates (ILR), shown as of the above date, assume level debt service, and are subject to change and availability of funds. Actual rates will vary depending on length, time of closing and structure. For Clean Water State Revolving Funds (CWSRF) and Drinking Water State Revolving Funds (DWSRF), actual rates will also depend upon the entity's corresponding rating. These rates are listed for comparative and marketing purposes only. Also included here are the [2023 State Water Implementation Fund for Texas \(SWIFT\) rates](#) for the current funding cycle.

For assistance, please look up [contact information for your Regional Team](#).

State Revolving Funds for Projects in the SFY 2024 Intended Use Plan

Clean Water State Revolving Fund - 20 Year Term

Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	4.08%	2.45%
AA	4.23%	2.54%
A	4.45%	2.67%
BAA	4.88%	2.93%

Non-Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	4.08%	2.65%
AA	4.23%	2.75%
A	4.45%	2.89%
BAA	4.88%	3.17%

Clean Water State Revolving Fund - 30 Year Term

Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	4.59%	2.75%
AA	4.76%	2.86%
A	4.91%	2.95%
BAA	5.37%	3.22%

Non-Equivalency CWSRF Estimated Rates

Rating	Market¹	TWDB^{2, 3}
AAA	4.59%	2.98%
AA	4.76%	3.09%
A	4.91%	3.19%
BAA	5.37%	3.49%

Drinking Water State Revolving Fund - 20 Year Term

Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	4.08%	2.65%
AA	4.23%	2.75%
A	4.45%	2.89%
BAA	4.88%	3.17%

Non-Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	4.08%	2.86%
AA	4.23%	2.96%
A	4.45%	3.12%
BAA	4.88%	3.42%

Drinking Water State Revolving Fund - 30 Year Term

Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	4.59%	2.98%
AA	4.76%	3.09%
A	4.91%	3.19%
BAA	5.37%	3.49%

Non-Equivalency DWSRF Estimated Rates

Rating	Market¹	TWDB^{2,3}
AAA	4.59%	3.21%
AA	4.76%	3.33%
A	4.91%	3.44%
BAA	5.37%	3.76%

Table Legend

1. Market rates applicable to the State Revolving Funds utilize the 13th and 20th year MMD rates, converted to yield to maturity, for the corresponding rating to approximate 20 and 30-year terms, respectively.
2. TWDB rates utilize the 13th and 20th year MMD rates for the applicable credit rating, converted to yield to maturity, and reduced by a percentage subsidy as shown below, to approximate 20 and 30-year terms, respectively.

Interest Rate Subsidies – All Ratings

Rating	Equivalency	Non-Equivalency
CWSRF	40%	35%
DWSRF	35%	30%

3. Origination fee (not applicable to principal forgiveness) is 1.75% for CWSRF or 2.00% for DWSRF.

For more information on CWSRF or DWSRF programs, click links below:

- <https://www.twdb.texas.gov/financial/programs/CWSRF/>
- <https://www.twdb.texas.gov/financial/programs/DWSRF/>

General Obligation Programs – Estimated Rates

Type of Funds	Terms	Market¹	TWDB²	Difference
<i>Development Fund (Tax Exempt)</i>	20	4.89%	3.90%	0.99%
<i>Development Fund (Tax Exempt)</i>	30	5.16%	4.38%	0.77%
<i>Development Fund (Taxable)</i>	20	7.11%	5.17%	1.94%
<i>Agricultural Loans (Taxable)</i>	7	6.30%	5.39%	0.91%
<i>EDAP (Tax Exempt)</i>	20	4.89%	3.60%	1.30%
<i>EDAP (Taxable)</i>	20	7.11%	4.91%	2.21%

Table Legend

1. Market GO rates are calculated from sample level debt service schedules using the BAA-rated MMD tax-exempt and taxable scales, as appropriate.
2. TWDB GO rates are calculated from sample level debt service schedules using TWDB-adopted rate scales.

**CITY OF LA MARQUE
CAMP CIRCLE DRAINAGE IMPROVEMENTS
PRELIMINARY ENGINEERING COST ESTIMATE
Saturday, November 4, 2023**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>EXCAVATION, PAVING, GRADING & DRAINAGE</u>					
(All estimates are completed in-place)					
1.	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00
2.	Demolition of existing pavement	SY	9,500	\$ 15.00	\$ 142,500.00
3.	6" 4,000 PSI Reinforced Concrete Pavement	SY	9,500	\$ 90.00	\$ 855,000.00
4.	6" Reinforced Concrete Curb	LF	6,000	\$ 10.00	\$ 60,000.00
5.	Roadway Excavation	CY	9,333	\$ 5.00	\$ 46,666.67
6.	12" Stabilized Subgrade	SY	10,450	\$ 7.00	\$ 73,150.00
7.	Import Fill	CY	13,063	\$ 20.00	\$ 261,250.00
8.	Lime (54 lb/sy)	Ton	282	\$ 400.00	\$ 112,860.00
9.	Storm Sewer				
	24" RCP	LF	700	\$ 110.00	\$ 77,000.00
	30" RCP	LF	500	\$ 150.00	\$ 75,000.00
	36" RCP	LF	400	\$ 180.00	\$ 72,000.00
	48" RCP	LF	350	\$ 220.00	\$ 77,000.00
10.	Inlets	EA	20	\$ 4,500.00	\$ 90,000.00
11.	Storm Manhole	EA	16	\$ 5,000.00	\$ 80,000.00
12.	Concrete Pavement Tie-In	EA	2	\$ 2,500.00	\$ 5,000.00
13.	Traffic Control	MO	6	\$ 5,000.00	\$ 30,000.00
14.	Signage and Striping	LS	1	\$ 20,000.00	\$ 20,000.00
15.	5' Sidewalk	SF	33,000	\$ 10.00	\$ 330,000.00
16.	HC Ramps	EA	12	\$ 1,500.00	\$ 18,000.00
17.	OSHA Trench Safety System	LF	4,000	\$ 2.00	\$ 8,000.00
18.	Storm Sewer Pump Station w/ Generator	LS	1	\$500,000.00	\$ 500,000.00

SUBTOTAL

\$ 3,008,426.67
Prepared By: Adico, LLC
11/4/2023

**CITY OF LA MARQUE
CAMP CIRCLE DRAINAGE IMPROVEMENTS
PRELIMINARY ENGINEERING COST ESTIMATE
Saturday, November 4, 2023**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
STORM WATER POLLUTION PREVENTION					
(All estimates are completed in-place)					
1.	Filter Fabric Fence	LF	3,000	\$ 5.00	\$ 15,000.00
2.	Hydromulch	AC	3	\$ 3,500.00	\$ 10,500.00
3.	Construction Entrance	EA	2	\$ 2,000.00	\$ 4,000.00
4.	Inlet Protection Barriers	EA	20	\$ 500.00	\$ 10,000.00
5.	Concrete Truck Washout	EA	1	\$ 2,500.00	\$ 2,500.00
SUBTOTAL					\$ 42,000.00
TOTAL CONSTRUCTION COSTS					\$ 3,050,427
ENGINEERING & SURVEYING (18%)					\$ 549,077
GEOTECHNICAL INVESTIGATION					\$ 15,000
CONSTRUCTION MATERIAL TESTING (5%)					\$ 152,521
GRANT ADMINISTRATION (5%)					\$ 152,521
TOTAL BUDGET					\$ 3,919,546

Camp Circle Subdivision

Drainage Improvements

Legend
Bobby Beach Park



PLEASE POST TWICE: WEDNESDAY, 10/15/2023 & 10/22/2023

REQUEST FOR PROPOSALS

City of La Marque

RFQ 23-02

“Attorney – Legal/Prosecutorial Services”

The City of La Marque is soliciting proposals in response to this Request for Proposal, RFQ 23-01, from qualified bidders for Legal/ Prosecutorial Services. Proposals must be received no later than November 29, 2023 at 10:00 a.m. All submitted RFQs will then be publicly acknowledged in the City Council Chambers, located at 1109- B Bayou Road, La Marque, Texas 77568. Please submit your proposal to <http://bidsubmit.cityoflamarque.org>

It is the responsibility of the submitting firm to ensure that the proposal is received in a timely manner. The City of La Marque reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. The City of La Marque is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

For any questions, regarding this RFP, please go to <http://bids.cityoflamarque.org>

Kierra Nance, TRMC
City of La Marque

KEY EVENTS SCHEDULE

PROJECT NAME:	Attorney – Legal/ Prosecutorial Services
ISSUANCE OF RFP	November 15, 2023 10:00 A.M (CST)
DEADLINE FOR QUESTIONS:	12:00 P.M (CST), November 22, 2023 All questions will be answered in the form of an addendum, after the question deadline. All questions related to this RFP are to be directed to the following link: Upload Questions Here
SUBMITTAL DEADLINE:	10:00 A.M (CST), November 29, 2023 Electronic submittals required Upload Submittal Here
REQUIREMENTS:	Electronic submittals required - Upload Submittal Here
CITY OF LA MARQUE COUNCIL AWARD:	A final determination will be made at a future City of La Marque Council meeting. City of La Marque reserves the right to reject any and all requests for proposals and waive any and all formalities and conditions.



**CITY OF LA MARQUE
RFQ #2023-002**

**REQUEST FOR QUALIFICATIONS/
ATTORNEY-LEGAL/PROSECUTORIAL SERVICES**

INTRODUCTION AND BACKGROUND

The City of La Marque is in Galveston County, serves a 14 square-mile area with a population of approximately 18,000 residents, and operates under a council-manager form of government with a Mayor and four Council Members. The City Attorney is appointed by and serves at the pleasure of the City Council. The Municipal Prosecutor is also appointed and serves at the pleasure of the City Council.

The City provides its residents with a full array of municipal services, including police, fire and EMS services, parks and recreation, streets and drainage, solid waste service, development services, public works, administrative and fiscal services. The City has two enterprise funds: a water and sewer fund and a solid waste fund, and owns and operates a water and wastewater system.

Purpose

The City of La Marque is soliciting responses to this Request for Qualifications (RFQ) from qualified municipal law firms to provide City Attorney and Municipal Prosecutorial Services. In order to be considered, responses must address each of the requests for information included in this RFQ.

All prospective consultants will be afforded full opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, sexual orientation, gender identity, or disability in consideration for award of any contract entered into pursuant to this notice. A contract shall be entered into after all qualifications are evaluated.

Submissions will be reviewed by the City Council in executive session in accordance with the Texas Open Meetings Act. The City reserves the right to reject any and all submissions, to waive irregularities, and to accept the qualifications deemed the most advantageous to the City.

Any questions regarding this RFQ should be addressed to www.bidsubmit.cityoflamarque.org on or before November 22, 2023, before 10:00 a.m. Responses that are received after this time will not be considered. The City of

La Marque will not be responsible for submissions not delivered to the indicated address.

IMPORTANT DATES

RFQ Issue Date	November 15, 2023
Last Date for Questions	November 22, 2023
Response Due Date	November 29 by 10:00 AM

PART 1- ATTORNEY/LEGAL

RFQ #2023-002

Request for Qualifications “ATTORNEY-LEGAL/PROSECUTORIAL SERVICES”

Scope of Work

1. Reviewing and drafting agreements, contracts, ordinances, resolutions, deeds, and other legal instruments in which the City has an interest.
2. Attending regular City Council meetings at 6:00 p.m. on the second and fourth Monday of each month.
3. Attending special City Council meetings outside of the normal schedule.
4. Attending the following board and commission meetings:
 - a. Building & Standards Commission (2nd Tuesday of every month at 6:00 p.m.)
 - b. Planning & Zoning Commission (2nd Thursday of every month at 4:00 p.m.)
 - c. Board of Adjustment (2nd Tuesday of the month at 2:00 p.m. (AS NEEDED))
5. Providing legal advice, opinions, and guidance as needed at the above-mentioned meetings and workshops.
6. Providing timely legal advice and/or legal opinions on a variety of matters as requested by the City Council, City Manager, and designated City staff.
7. Providing legal advice and/or opinions as needed on the City’s Code of Ordinances, applicable State and Federal laws, and other applicable documents, rules, and regulations.
8. Providing legal advice and/or legal opinions as needed on applicable property, land use, and zoning laws.
9. Providing legal advice and/or legal opinions as needed on the Texas Open Meetings and Public Information Laws.
10. Informing the City of new or proposed State and Federal legislation affecting the City.

11. Ensuring compliance of contracts with applicable rules and regulations.
12. Negotiating and assisting with contract disputes.
13. Representing the City in litigation and legal proceedings as directed by the City Council.
14. Representing the City in litigation and legal proceedings as directed by the City Council regarding all aspects of Employment Law (Human Resources related)
15. Provide direction during Collective Bargaining negotiations and Civil Service (Police Department) - Rules and Regulations.
16. Provide direction in matters relating to Texas Employment Law and related issues

The City may expand the scope of services as necessary to conduct the business of the City. The City Attorney will be responsible for managing all general legal counsel services provided to the City.

Submission Requirements

Each RFQ must contain the following information:

1. Title Page with the Respondent's Information:
 - a. Name of law firm
 - b. Address of the office where work will be performed
 - c. Telephone number
 - d. Email address
 - e. Website address, if applicable
2. Table of contents
3. Letter of Transmittal:
 - a. Legal name of law firm
 - b. Date of submission
 - c. A statement of interest, detailing the specialization of the law firm, the size of the firm, areas of practice, and years of practice in municipal law.
4. Qualifications and Background:
 - a. A complete resume/curriculum vitae of the individual person designated by the firm as City Attorney to provide legal services to the City. Resume/curriculum vitae should include years of legal experience, years of municipal legal experience, education, professional affiliations, State Bar card number, and areas of specialty within the field of municipal law.

- b. A list of support/backup attorneys who would provide services to the City, as well as their educational and credentialing information, State Bar card number, years of legal experience, years of municipal legal experience, and any areas of specialty within the field of municipal law.
- c. Number of attorneys and paralegals in the firm and copies of their resumes.
- d. If respondent firm has filed any litigation in the past five years in which a municipality was a party, please describe the case(s) and outcome.

5. Firm's Availability and Capacity to Provide Legal Services:

- a. Provide a statement describing how the firm proposes to provide legal services to the City. This statement should address issues such as office location, accessibility to City Council members and City staff, and attendance of meetings.
- b. Provide information about the attorney and firm's availability and capability to provide legal services on short notice and to ensure timely response to and completion of the City's schedules and deadlines.
- c. Describe the attorney and firm's approach to communicating with the City in regard to progress reports, status reports, recommendations, status of opinions, etc.

6. References:

List a minimum of five (5) professional references to whom the attorney has provided services similar or relevant to those set forth in this request for proposals within the last five years. References must include:

- a. Contact person for each client
- b. Telephone number
- c. Email address
- d. The services provided by the individual
- e. The dates those services were performed

7. Disclosures:

- a. Disclosure of any actual or potential conflicts of interest with respondent's responsibilities with the City of La Marque.
- b. Provide detail of any ethics violations or board actions within the past five (5) years against the firm, its attorneys, or employees.

PART 2- PROSECUTORIAL SERVICES

RFQ #2023-002

Request for Qualifications “ATTORNEY-LEGAL/PROSECUTORIAL SERVICES”

SPECIFICATIONS

- 1. Format** - The following outline shall be followed for all Qualification Packages:
 - a. Name of firm and firm principals (including State Bar of Texas license number for each), business address, telephone, fax, and email addresses. The name and title of the principal authorized to negotiate on behalf of the firm shall be identified.
 - b. Name (including State Bar of Texas license number for each) and qualifications of staff proposed to be assigned to La Marque. Note: a principal, director, or equivalent is expected to be available to provide prosecutorial services to the City of La Marque Municipal Court.
- 2. Experience and Qualifications** - Past experience and qualifications of the firm should be described. A description of your law firm practice and services the firm can provide, including an explanation of how these services will best meet the city’s needs. At least 2 years of experience in prosecuting criminal matters is preferred. Included should be experience-related but not limited to the ability of the firm to perform the following job functions:
 - Prosecution of misdemeanor offenses as defined in the city codes and ordinances.
 - Prepare and present criminal cases for bench and/or jury trial.
 - Attendance City of La Marque court dates or other days as may be required. (City has no more than 4 court days each month)
 - Attend all formal and pre-formal hearings involving City of La Marque Municipal Court cases.
 - Set a day and time for office hours at the La Marque Municipal Court as needed to review cases filed by La Marque Police Department and DPS and consultation with City of La Marque Municipal Court.

- Communicate charging decisions to victims and police personnel.
- Lead misdemeanor criminal cases through the court process.
- Coordinate and handle the subpoena of victims, witnesses, and police personnel with the La Marque Municipal Court personnel in a form and manner acceptable to the La Marque Municipal Court.
- Coordinate and handle the discovery process involving La Marque Police reports, statements, evidence, etc., with pro se defendants and/or attorneys representing defendants in criminal cases.
- Work with La Marque Court Clerk to improve the effectiveness and efficiency of cases presented for prosecution by the La Marque Municipal Court.
- Provide legal research as it relates to the city codes and ordinances.
- Inform La Marque Municipal Court personnel of statutory changes that could impact the city codes and ordinances.

3. Requirements and expectations of the City of La Marque - The selected firm and all its attorneys who perform any work for the City of La Marque are expected to perform as follows:

- Perform all job functions listed under “Experience and Qualifications” in a manner acceptable to the La Marque Municipal Court.
- Review warrant requests presented by the La Marque Police Department.
- Be able to receive all warrant reviews and transmit all charging decisions with all related documents by electronic means, including email, secure cloud or remote storage, or other electronic means as determined by and in a manner acceptable to the La Marque Municipal Court.
- Be able to receive from and transmit to the La Marque Municipal Court all discovery and related information, including photographs, video, documents, audio files, and other information related to the case file, in electronic format, including email, secure cloud or remote storage, or other electronic means as determined by, and in a manner acceptable to the La Marque Municipal Court.
- Be able to receive from and transmit to the La Marque Municipal Court any and all information and documents in electronic format, including by email, secure cloud or remote storage, or other electronic means as determined by, and in a manner acceptable to, the La Marque Municipal Court.
- Determine all witnesses needed for each case and prepare all related subpoenas, including delivery and service of the subpoenas, in a manner and form deemed acceptable to the La Marque Municipal Court.
- Determine what information, documents, photographs, videos, or other items are necessary for discovery to the opposing party/opposing counsel and handle all aspects of discovery in the case in a manner acceptable to the La Marque Municipal Court.
- Must be licensed by, and in good standing with, the State Bar of Texas and maintain such good standing and current licensure at all times while performing work for the City of La Marque and for the duration of this agreement.

4. **Background Checks** - All principals and directors, along with any staff (including all attorneys and non-attorneys), that perform any work for the La Marque Municipal Court, now or in the future, must agree to submit to a background investigation and cooperate fully with this background investigation, in a manner and form as determined acceptable by the La Marque Municipal Court. Information related to any discipline by any licensing authority related to the practice of law, including but not limited to the State Bar of Texas, or similar (including other states or countries), must be fully disclosed in the initial proposal.
5. **References** - Provide three recent client references' names, telephone and fax numbers, e-mails, and physical addresses.
6. **Other** - Provide any information necessary to fully describe services and qualifications (not exceeding 10 pages). The total number of pages in the submittal shall not exceed forty (40). Economy of preparation and brevity are encouraged.
7. **Review Process** - The City of La Marque reserves the right to reject any or all submittals. The City may request one or more firms to provide a detailed proposal. This is not a bidding process.
8. **Evaluation Criteria** - The following will be considered in the selection of a consultant:
 - Relevant Experience
 - Qualifications
 - Understanding of city-related issues and familiarity with the City of La Marque
 - Team compatibility, including the ability of the firm/attorney to work with city staff and officials based on references and other supporting information.
 - Unique resources the firm/attorneys may bring regarding innovative techniques
 - The professional reputation of the law firm and its attorneys.
 - The evaluation of proposals will be done by a committee of City personnel who will then forward a recommendation to the City Manager and City Council for consideration. The evaluation process will be based on qualifications. **Fee proposals to be submitted in a separate envelope** will only be reviewed after the most qualified firms have been established.
9. **Termination** - The City reserves the right to terminate this agreement immediately with cause. Either party can terminate this agreement at any time without cause, on an at-will basis, with 60 days written notice to the other party.

10. **Gratuities Prohibited** - The prohibition against gratuities and kickbacks shall be conspicuously set forth in every contract and solicitation. It shall be a breach of ethics to offer, give, or agree to give any employee or former employee of the City of La Marque or for any employee or former employee of the City of La Marque to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, therefore, pending before the City of La Marque.

SUBMITTAL REQUIREMENTS / DEADLINE:

DEADLINE TO SUBMIT: November 28, 2023 - 10:00 a.m. (CST)

Number of Copies: Seven (7) complete physical copies and a USB flash drive containing the electronic version (*email submissions not accepted*)

Final responses must be sealed and delivered to the following address:

City of La Marque
City Clerk's Office
1111 Bayou Road
La Marque, Texas, TX 77568

All proposals must be clearly marked with **ATTORNEY-LEGAL/PROSECUTORIAL SERVICES**.

Respondent is responsible for delivery of response by the deadline period. Responses received after the date and time set for the closing will not be considered. The City of La Marque reserves the right to reject any and all submissions.

Any questions regarding this RFQ should be submitted to www.bidssubmit.cityoflamarque.org

EVALUATION AND SELECTION PROCESS

The City of La Marque will evaluate the submittals based on the firm's experience and qualifications in public sector executive searches. Selected firms may be invited to be interviewed with the City Council in person and or ZOOM as well as via Town Hall forum.

The City Council will select a firm and work with the firm to determine the contract terms. In the event the negotiations between the selected firm and the City cannot be reached, the City reserves the right to negotiate with another firm.

Once an agreement has been reached, the parties shall enter into a written contract. The final proposed contract will be approved by the City Council.

DISPOSITION AND DISCLOSURE OF QUALIFICATIONS

All qualifications submitted in response to this RFQ will become the property of the City of La Marque and a matter of public record.

TERMINATION CLAUSE

The City of La Marque shall have the right to terminate the contract at any time upon a 30-day written notice to the consultant, whenever the City determines that performance of the consultant is unsatisfactory.

DISPUTES

Should any disputes arise with respect to the contract the consultant and the City of La Marque both agree to act immediately to resolve said dispute. The consultant agrees that the existence of a dispute notwithstanding, it will continue to carry out all its responsibilities under the contract in accomplishment of all non-disputed work, and that any additional costs incurred by the consultant or the City as a result of such failure to process shall be borne by the consultant and further, that the consultant shall not make a claim against the City for such costs.

RESERVATION OF RIGHTS

The City of La Marque reserves the right to:

- Accept or reject any and all proposals received in response to this RFQ, and to readvertise for new submittals.
- Waive and modify any and all irregularities in proposals received after prior notification to the vendor.
- Request the submission of proposal modifications at any time before the award is made, if such, is in the best interest of the city.
- Consider proposals or modifications received at any time before the award is made, if such is in the best interest of the city.
- Request clarification and/or additional information from the RFQ's submittals during the evaluation process.
- In the event of contractual termination, enter into contract negotiations with other qualified firms that submitted qualifications, rather than reactivating the entire RFQ process for the recruitment.
- Negotiate with the selected consultant to include further services not identified in this RFQ.



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Mikala Halbrook

Department: Administration

Agenda Item: 10.V.

Reviewed by:

AGENDA ITEM DESCRIPTION:

Fiscal year (FY) 2023 Thriving Communities Program Notice of Funding Opportunity (NOFO) for National and Regional Capacity Builder applicants

STAFF BRIEFING:

La Marque is interested in furthering planning and design efforts to revitalize transit stops, utilize TNP easements for shared use paths and trails, and otherwise furthering community connectivity.

HISTORY:

The United States Department of Transportation (USDOT) is offering cost-free technical support to communities around the country who are in need of support to complete planning, project development, and implementation efforts geared towards enhancing multimodal mobility in areas that need it the most. The USDOT will allocate resources to 15-20 communities across the nation.

FISCAL IMPACT:

This is a no match grant application to enhance our transportation plan and better prepare us for future funding.

Call for Letters of Interest to Participate in the Thriving Communities Program (FY 2023)

The U.S. Department of Transportation (DOT) invites Letters of Interest (LOIs) from eligible organizations seeking technical assistance, planning, and capacity building support through the Thriving Communities Program. **LOIs must be submitted no later than 4:59 p.m. ET on November 15, 2023**, through a [fillable web-based form](#) available on [DOT's Thriving Communities Program page](#).

A. What is the Thriving Communities Program?

The Thriving Communities Program (TCP)—established by the Consolidated Appropriations Act, 2022 (P.L.-117-103 Division L, Title I) and funded for FY 2023 in the Consolidated Appropriations Act of 2023 (PL-117-328 Division L, Title I)—is designed to provide technical assistance, planning, and capacity building support to advance a pipeline of transportation¹ and community revitalization activities that increase mobility, reduce pollution from transportation sources, expand affordable transportation and housing options, improve health outcomes, facilitate efficient land use, preserve or expand jobs, and enhance connections to health care, education, and food security to benefit disadvantaged populations and communities. The TCP will also support and build local capacity to accelerate projects, access and manage federal funding, and deploy local hiring, workforce development, and inclusive community engagement practices. [View the FY 2023 TCP NOFO](#).

Note that the FY 2023 TCP NOFO also includes a Thriving Communities Program Regional Pilot (TCP-R) for states, U.S. territories, Tribes, and regional planning organizations to apply for funding to provide technical assistance to communities they select and identify in their application. Communities that respond to this LOI will only be paired with Capacity Builders selected through the National program (TCP-N), not Capacity Builders selected through the TCP-R.

DOT is using this LOI process to select at least 45-60 recipients of comprehensive planning, technical assistance, and capacity building support. Community recipients will be composed of coalitions of organizations from a geographic region. Selected recipients will be matched with TCP National Capacity Builders to receive targeted support over two years; and participate in their assigned Community of Practice for peer learning and knowledge sharing across three years.

Participation in DOT's TCP is voluntary and does not obligate the awardee or recipients to apply for DOT grants or credit programs in the future, nor does participation offer preferential treatment to future applications or a guarantee of federal funding. Communities that are selected for TCP participation are still eligible to apply for all other DOT technical assistance and discretionary grant programs.

¹ This includes pre-application planning and technical assistance for capital projects eligible under titles 23, 46, and 49, United States Code.

B. What does the Thriving Communities Program offer?

Over a three-year period (calendar years 2024-2026), TCP recipient communities will have access to:

1. Targeted, individualized deep-dive technical assistance and planning support, including assistance with grant applications, project scoping, planning and pre-development activities, pre-engineering studies, and other activities as determined by selected communities (years one and two).
2. Capacity Building support, including financial, staffing, or resource support – including through subgrants – to lead applicants and their identified community partners to grow local capacity and build local technical expertise (years one and two).
3. A Community of Practice comprised of local and national partners to advance policies, practices, and projects informed by meaningful public involvement and partnership (years one, two, and three).

DOT believes that communities best know the specific challenges and opportunities they face. TCP Capacity Builders will utilize a community-centered approach to work with selected recipients and their community partners to refine areas of focus and tailor technical assistance needs.

The TCP is one of several technical assistance programs administered through DOT's Build America Bureau and included in the interagency [Thriving Communities Network](#) to coordinate and leverage federal place-based technical assistance and capacity building initiatives that align with TCP goals to provide comprehensive support to selected recipient communities. DOT staff from its regional, division, or headquarters offices will serve as federal liaisons to recipient communities.

C. What Types of Communities Does the TCP Support?

Eligible applicants include states; local or Tribal governments including pueblos or villages; United States territories; metropolitan planning organizations (MPOs); transit agencies; regional planning organizations; or other political subdivisions of state or local governments. TCP will prioritize support to disadvantaged communities (see Appendix A for how DOT defines these) and others that face capacity challenges such as limited budgets and staff. Applicants will identify a specific geographic area of focus for TCP, described in more detail in Section E.2 below.

The TCP is focused on helping communities develop and deliver transportation projects that support and align with broader community goals. As such, the lead applicant must form partnerships with other organizations working with or located in the identified focus area to collectively advance technical, organizational, and community capacity to advance a pipeline of comprehensive, community-driven infrastructure and community development projects. The composition of these community partnerships will be at the discretion of the lead applicant, and could include nonprofits, private sector and community-based organizations, labor unions, advocacy groups, other government entities, chambers of commerce and major employers, academic or other anchor institutions, and philanthropic organizations.

The TCP recognizes that not all communities have the same needs, and that peer learning across communities works best when there are shared challenges and goals. Accordingly, the TCP is organized into three different Communities of Practice. Each is described further in Section E.3. Interested TCP recipients should identify to which one (1) of the following three (3) Communities of Practice they are applying to receive support and participate:

- **Main Streets** – Focused on Tribal and rural communities and the interconnected transportation, housing, community, and economic development issues they face.
- **Complete Neighborhoods** – Focused on urban and suburban communities located within metropolitan areas working to better coordinate transportation with land use, housing, and economic development.
- **Networked Communities** – Focused on those communities located near ports, airports, freight, and rail facilities to address mobility, access, environmental justice, and economic issues including leveraging their proximity to these facilities for wealth-building and economic development opportunities.

Across all three Communities of Practice, the TCP will support selected communities to advance projects and processes aligned with DOT’s [Strategic Plan](#) and [Equity Action Plan](#) priorities for meaningful public involvement, workforce development, labor and hiring preferences, small business development and procurement, climate and decarbonization, safety, and technology transformation.

D. Who should consider applying?

Consider applying to receive planning, technical assistance, and capacity building support if:

✓	You are a state; local or Tribal government; United States territory; MPO; transit agency; regional planning organization; or other political subdivision of a state or local government (e.g., rural planning transportation organization, economic development authorities (see note in webform), public health department, etc.) committed to advancing the goals of the TCP to support disadvantaged communities; and are prepared to act as a lead applicant (<i>see more information on lead applicant responsibilities in Section E.1</i>).
✓	You have a team, or can assemble a team, of community partner organizations committed to working with your organization over the three-year TCP period to grow local capacity.
✓	Your organization or community faces challenges advancing project planning, development, and/or delivery activities needed for transformative infrastructure projects.

E. How do I apply?

Those interested in receiving technical assistance, planning, and capacity building support through the TCP must submit an LOI no later than 4:59 p.m. EST on November 15, 2023. LOIs must be submitted by [completing the fillable webform](#) on the [DOT Thriving Communities webpage](#).

A complete LOI responds to the steps outlined below. Interested applicants can prepare for online submission by utilizing the [preparation worksheet](#) and by following the steps described below.

1. Form a Thriving Communities Team

One of DOT's equity goals is that individuals and communities have a greater voice in transportation decisions affecting them. The TCP framework is organized around collaborative local capacity building to support comprehensive and integrated infrastructure and community development approaches. Those submitting an LOI for TCP assistance must identify a lead applicant and an additional two key community partners. A key partner is one who can help with implementation activities and community engagement and must be a different organization than the lead applicant. For instance, this partnership could include, but is not limited to, another government agency that may have regulatory, planning, or funding tools it can contribute. Alternatively, it could be a church, local planning firm, or artist collaboration that can assist with inclusive community engagement activities. It could be a local business owner or health center from the identified focus area that will represent business and employer interests during planning processes. It may be a community development corporation, private developer, or neighborhood advocacy group that brings community finance and housing perspectives. These are merely illustrative examples.

Applicants may assemble a team of more than two community partners if doing so supports the team's ability to meaningfully engage with the community to identify, plan, and deliver comprehensive and transformative transportation projects. For those applicants working in larger communities or metropolitan areas, DOT will view more favorably LOIs that include more than two partners and those with demonstrated skills, relationships, and experience engaging with or directly representing community interests. Applicants are **not** required to identify more than two partners in the LOI submission, and lead applicants and partners are **not** required to provide funding. If selected for TCP support, applicants may **not** replace or otherwise modify their two key community partners listed in the LOI. However, if selected, lead applicants may add additional members to their team over the two-year period of intensive support.

If selected as a finalist for participation in TCP, the lead applicant will need to submit letters of commitment from its own organization and from both key community partner organizations identified in its LOI by the deadline DOT provides (see Section F.1 for more details).

Community partners are **not required** to make any financial commitments to participate in TCP.

Lead Applicant Role and Responsibility	Who Can be a Community Partner Organization?
• A lead applicant must be a state; local, or Tribal government; a United States territory; an MPO or rural transportation planning organization; a transit agency; or other political subdivision of a state or local government. • The lead applicant must have an implementation role for current or future transportation projects in the identified area that will be supported through the TCP. • The lead applicant must identify a staff person to serve as the primary point of contact to coordinate with the assigned TCP Capacity Builder, community partners, and the Bureau throughout the entire three-year period of support.	• Any entity that is eligible to be a lead applicant. • Eligible non-governmental partners include community-based organizations, business employers or labor organizations, private sector firms or developers, educational or anchor institutions, workforce development boards, faith-based organizations, community development financial institutions, philanthropic and civic organizations, nonprofits, and community advocacy groups with ties to the focus area. • Any of the above entities who will specifically provide local or regional technical assistance, planning and capacity building support.

2. Identify your community

The TCP is designed to support an identified community within which the program’s activities for comprehensive community- and data-driven transformative infrastructure and community development activities shall take place. It is not intended to support an entire state, MPO, or transit service area or other similar large-scale geographies, but rather those communities and targeted geographies where technical assistance, planning, and capacity building needs are greatest. Applicants should identify the geographic area that will receive the TCP support based upon locally understood boundaries and transportation patterns and needs. For example, this could be the specific city neighborhood(s) or area(s) of the county along a transportation corridor experiencing high rates of air pollution, or that are wanting to promote more development near transit stations, or where traffic safety and long-term community disinvestment challenges exist. The identified area is referred to as the “community” for the purposes of this program. Lead applicants who are Tribal governments or United States territories have the option to identify their entire political geography or identify a more focused area for participation in TCP.

Community definitions do not need to align exactly with census tracts; however, applicants will be asked to identify the census tract(s) that the geography receiving support falls into. This will enable DOT to understand and verify locations and disadvantaged status. Applicants may use the [Census Geocoder](#) tool to identify the relevant census tract(s).

3. Describe your community's experience with disadvantage

DOT will prioritize for selection communities experiencing transportation insecurity or disadvantage and those with low capacity to advance transportation project planning, development, and delivery activities that are necessary for the transformative projects that will help a community thrive. DOT requests that applicants describe the way(s) in which the community that would receive TCP support is experiencing disadvantage using data and information from the [Climate and Economic Justice Screening Tool \(CEJST\)](#), [Equitable Transportation Community \(ETC\) Explorer Tool](#), and/or other local sources.

The **CEJST tool** demonstrates disadvantage at the census tract level, defining disadvantage as meeting the thresholds for at least one of the tool's categories of burden. A community is disadvantaged for the transportation burden category if it is within a census tract that is:

- At or above the 90th percentile for diesel particulate matter exposure, transportation barriers, or traffic proximity and volume; and,
- At or above the 65th percentile for low income.

The **ETC Explorer tool** helps communities understand how they are experiencing burdens related to transportation underinvestment by demonstrating community burden in five categories: Transportation Insecurity, Climate and Disaster Risk Burden, Environmental Burden, Health Vulnerability, and Social Vulnerability. The Transportation Insecurity indicator considers transportation access, cost burden, and safety.

Applicants should prioritize communities using these tools to describe and demonstrate transportation-related disadvantage, but may also demonstrate disadvantage in other relevant categories, if applicable and helpful to describe the existing challenges and goals.

Please note that the use of CEJST and/or the ETC Explorer to demonstrate disadvantage is strongly encouraged but not required. Applicants may use locally available data and information to support their application narratives. DOT will provide technical assistance and resources to assist communities in navigating and using data from these tools.

4. Identify your transportation phase for support

TCP support is ideal for applicants seeking support to advance a specific project or plan within the geographic area described above. Applicants must describe the relevant project(s) or plan(s) and define which phase of development the project or plan is in, whether "Project Planning and Scoping," "Project Development and Design," or "Project Delivery."

DOT recognizes that some communities seeking TCP support may be considering a project or plan and recognize there are community needs and barriers that may be addressed through planning and/or project development. In these cases, the applicant must describe the key challenge(s) the community is facing that could be overcome through TCP technical assistance, planning, and capacity building support. In this case, the applicant would identify that they are in the "Project Planning and Scoping" phase.

Applicants should describe efforts that have taken place thus far to develop or plan the project or, for communities that don't yet have a plan or project, describe the community's experience studying a problem and considering solutions. Finally, they should also note barriers to continued progress in planning or developing the plan or project, and how TCP support will help the community overcome such barriers.

The transportation phases are described below:

Project Planning and Scoping

Technical assistance in this phase will support communities in efforts to identify and scope projects that address a problem or set of challenges in the community and assist with planning activities to move these projects toward development and implementation. Examples of areas of technical assistance in this phase include, but are not limited to environmental planning, transportation planning (e.g., corridor studies, pre-engineering studies), visioning and goal setting, feasibility studies, community engagement, and other planning and scoping activities.

Project Development and Design

Technical assistance in this phase will support communities that have completed planning and scoping activities for one or more projects and who need assistance with completing relevant analyses and identifying and securing funding for project delivery. Specific types of technical assistance that could be provided for communities in this phase include but are not limited to environmental analysis and permitting; equity analysis; travel forecasting; mapping and data analysis; Title VI, Americans with Disabilities Act, and other regulatory compliance; benefit-cost analysis; grant/funding identification and planning; grant writing; and other pre-construction activities.

Project Delivery

Technical assistance in this phase will support communities that have received funding for one or more projects and who need assistance administering funding to successfully deliver projects. Examples of technical assistance activities that could support communities in this phase include but are not limited to project and grant management; value engineering; right of way acquisition; environmental analysis and permitting; coordination with housing and community development, including anti-displacement strategies; zoning and land use reforms; data and technology deployment; and other project delivery activities.

5. Identify your Thriving Communities Community of Practice

Each lead applicant and its community partners must determine which Community of Practice it seeks to participate in based upon the community size, location, needs, and priorities. Each Community of Practice will focus on advancing equity through transportation improvements by addressing environmental injustice, mobility, housing choice, public health, pollution, workforce development, labor issues, and economic development through meaningful public involvement and other inclusive community engagement efforts. Below is an overview of the three Communities of Practice.

Main Streets

The Thriving Communities Main Streets cohort consists of eligible rural recipients from Tribal governments, US Territories, rural communities, and small towns, including communities that are not part of an MPO. Less dense populations, longer travel distances, older and changing demographics, declining or transitioning economies, and smaller government budgets and insufficient staff capacity are just a few of the shared challenges faced by this cohort, which also impact the ability of government to deploy innovative workforce development, climate resilience, equity, and technology solutions.

Illustrative of the possible transportation issues that this cohort may address are road network improvement and safety projects; resiliency and climate related improvements; improving infrastructure condition alongside strategies to support economic and community revitalization with investments in high-speed internet deployment, water and sewage lines, and electric vehicle charging stations; rural transit, micro mobility and transportation alternatives including multimodal trails; context sensitive design solutions that will improve mobility and access particularly for disadvantaged populations and populations of older adults, people with disabilities, youth, and those without access to a personal automobile; transportation worker recruitment and training strategies; and place-making strategies to leverage local cultural, natural and community assets. State DOTs are a critical partner, facility owner, and funder in these communities.

Complete Neighborhoods

The Complete Neighborhoods cohort consists of eligible urban and suburban recipients that are included in a metropolitan planning organization's (MPO) planning area. This cohort is focused on comprehensive strategies to enhance community connectivity, improve coordination of land use, housing, economic development, and transportation, and to accelerate innovation specifically for disadvantaged communities or neighborhoods. Areas of persistent poverty and declining economies or property values create challenges for some, while other communities in this cohort may be experiencing market-induced or climate-induced gentrification and displacement. Technical assistance and capacity building can advance equity by addressing the inequities and systemic barriers created by decades of discrimination, segregation, urban renewal, and suburban sprawl impacting these communities.

Illustrative of the possible transportation issues that this cohort may address are increasing accessibility to affordable and reliable multi-modal transportation options to reach regional jobs and community facilities, such as health care centers, libraries, public schools and grocery stores; deploying transit-oriented and walkable development policies; reducing greenhouse gas emissions and improving air quality; and improving safety for all users of the transportation system including bicyclists, pedestrians and people of all ages and abilities. This cohort will look to leverage planning, project development and transportation projects that serve community and economic development goals and promote revitalization including strategies, such as street level retail and community space, urban place-making, and local and economic hiring preferences to support community wealth building in economically disadvantaged communities within the region. MPOs and other types of regional planning bodies are important infrastructure implementation partners, especially to coordinate transportation with housing and economic development planning and advance projects benefitting disadvantaged communities.

Networked Communities

The Networked Communities cohort consists of eligible recipients from urban, suburban, and rural communities that are located near intercity transportation facilities, such as ports, airports, and freight or passenger rail facilities. These communities may face local environmental justice, economic development, and mobility access issues exacerbated by their proximity to large-scale regionally or nationally significant transportation projects. Networked Communities have a distinct need to work with a range of stakeholders to advance equity by addressing both existing and future mobility, health and safety, and workforce development and labor opportunities from locally disadvantaged communities given the context of each hub.

Illustrative of the possible transportation issues that this cohort may face are community access and connectivity; roadway safety and design improvements including of major arterials and service roads; strategies to reduce air and noise pollution including transitioning to decarbonization technologies and clean economies; or preparing for new or extended passenger rail service. Private sector partners may play a critical role as utility and facility owners, rail operators, port and airport authorities, whose interests are generally broader than those of the surrounding community. The technical assistance priorities for this cohort can include advancing equity by addressing environmental injustice, mobility, pollution, public health, economic development, and land use planning through meaningful public involvement for communities, particularly those that are lower income and/or have a higher proportion of people of color, that reside near multimodal hubs.

The table below summarizes the target applicants for each cohort. For more information on the transportation areas of focus for each cohort, view the [Thriving Communities Program FY 2022 Selected Communities Fact Sheet](#).

TCP Community of Practice	Target Applicants
Main Streets	Eligible applicants located in or working with Tribal lands, United States territories, rural communities, and small towns, including communities that are not covered by an MPO. Use this MPO database to identify whether your community is covered by an MPO.
Complete Neighborhoods	Eligible applicants located in or representing metropolitan areas with an MPO. Use this MPO database to identify whether your community is covered by an MPO.
Networked Communities	Eligible applicants in or representing communities of any size that are located near intercity transportation facilities such as ports, airports, and freight or rail facilities

6. Complete LOI Worksheet

A set of additional questions are included in the [LOI submission form](#). To help prepare, review the [LOI worksheet](#) that includes all the questions that will be asked of lead applicants. The worksheet can be downloaded and saved to be used as a working draft in advance of submission of the webform.

7. Prepare Short Answer Responses

Applicants are required to respond to a series of short questions to describe their community partnerships, needs and experience with disadvantage, and anticipated outcomes of receiving TCP support. These short responses will be evaluated as part of the Merit Review. Applicants will prepare answers to the following six prompts:

Community Partnerships

- Describe the relationship between the lead applicant and the two key community partners included in the LOI, including a description of how the partners have worked collaboratively in the past (if applicable); and how they anticipate working together with TCP support to address transportation, equity, environmental, health, safety, housing and or/other economic issues in the community.
- Describe the lead applicant and key community partners' experience building relationships to meaningfully engage with or represent community interests, particularly experience that demonstrates a commitment to including people with Limited English Proficiency, tribal communities, and/or those with disabilities, and/or other under-represented groups.

Community Needs and Challenges

- Describe the key challenges or needs (transportation, equity, environmental, health and safety, housing, and/or economic) that the identified community faces, including those caused by harmful historic or current policies (e.g., displacement, discrimination, segregation, exclusionary zoning) that could be addressed through the TCP.
- Describe the technical or capacity challenges the applicant or community has faced when seeking federal or other funding or delivering transportation projects, or in trying to coordinate infrastructure projects with broader community and economic development efforts. Please note if there are challenges you have faced in trying to apply for federal grants or that have made past applications unsuccessful where TCP support could help to address.

Community Vision and Goals

- Describe the community's plan(s) or project(s) for which TCP support is being sought to advance. Please include information about how the plan(s) or project(s) align with other non-transportation efforts, how the plan(s) or project(s) support specific community and/or organization goals, and any work that has been undertaken related to the project(s) or plan(s). Alternatively, if no formal project or plan exists, describe key community challenges that may be addressed through TCP support and the efforts undertaken to

study the problem and potential solutions, and how those solutions support community goals.

- Describe the community and/or organizational core competencies to be gained through participation in the TCP, including the anticipated outcomes of longer-term capacity building for broader community goals. Capacity building activities could include activities designed to improve the ability of an organization to design and implement the necessary technical, financial, business, data analysis, and management skills of grantees to access federal funding, meet federal requirements, undertake statewide and metropolitan long-range planning and programming activities, and implement other activities that broadly support project development and delivery.

8. Submit your Letter of Interest Online

The lead applicant must submit the LOI by 4:59 p.m. ET on November 15, 2023 via [the webform](#). Late submissions will not be reviewed.

Please review your LOI to ensure all fields have been completed before submitting the form. Please do not submit the webform more than once. If an applicant inadvertently submits the webform more than once, DOT will evaluate the latest submission unless otherwise directed.

Potential applicants can request paper copy materials at:

Telephone: (202) 366-7738

Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
W12-412
Washington, DC 20590

Applicants may also submit paper copy LOIs to the same mailing address listed above. Submissions must be postmarked no later than November 15, 2023.

In the event of any technical challenges, please contact Monica Guerra at ThrivingCommunities@dot.gov in advance of the application deadline. Note that extensions due to technical challenges will not be considered for technical issues reported after the deadline noted above. Please attempt to submit your LOI form early, and do not wait until the last moment.

F. Additional Program Requirements

1. Obtain Letters of Commitment

DOT anticipates selection of finalists in early 2024. If selected as a finalist to participate in the TCP, DOT will notify the lead applicant and request letters of commitment from the lead applicant and the two key community partners to be submitted electronically as a condition of participation in the program. DOT will provide additional instructions at that time for the process to submit letters.

REQUIRED IF NOTIFIED AS A FINALIST: Lead Applicant Letter of Commitment

The lead applicant letter of commitment should be signed by the organization's senior executive committing the organization to playing the lead coordinating role for its community team if selected as a finalist. The letter should clearly demonstrate that the senior executive is aware of its commitment of staff resources for the three-year period of performance, including to:

- Coordinate with the assigned Capacity Builder and engage in the TCP Community of Practice.
- Coordinate with and meaningfully engage with the identified community partners and with other staff or departments in the lead applicant agency.
- Coordinate and submit the required reporting detailed in section F.2 of this LOI.
- Participate in annual meetings with Capacity Builders and DOT.

REQUIRED IF NOTIFIED AS A FINALIST: Community Partner Letters of Commitment

The two key community partners identified in the LOI must also submit a letter of commitment signed by the organizations' executive director, commissioner, top elected official, or equivalent if the team is selected as a finalist to participate in TCP. Letters should clearly demonstrate that the partner is aware of its commitment to participate in TCP and must clearly describe:

- The specific anticipated role of the partner organization and nature of the relationship between the lead applicant and partner organization, including a brief description of past formal or informal partnerships, if applicable.
- If applicable, indicate whether your organization may be providing technical assistance, planning or capacity building support that could be directly supported by the TCP.
- The partner organization's relationship to the identified disadvantaged community and, if applicable, its experience with engaging meaningfully with the community.

2. Reporting and Evaluation

As a condition of receiving technical assistance, participants are required to participate in program evaluations undertaken by DOT or by the Capacity Builders funded through this program. The evaluation may include an implementation assessment to help identify outstanding technical assistance needs, lessons learned from effective delivery models, and progress toward programmatic and community-identified goals. DOT anticipates that to meet these annual evaluation reporting requirements, community recipients should spend no more than three hours annually providing qualitative and quantitative input. The lead applicant will also be invited to review and provide input to the final report developed by the Capacity Builder, which will be made publicly available by DOT.

DOT is interested in the opportunities for broader outreach and shared learning to inform future program design. This may include an annual 1.5-day TCP convening organized by DOT for capacity builders, recipients, and their community partners. Funding will be provided through TCP to enable up to 3 individuals total from the lead applicant organization and/or community partner organizations to participate, if required.

3. Administration Priorities

It is the policy of DOT to reflect Administration priorities related to Title VI and Civil Rights and Performance and Program Evaluation, to the extent possible and consistent with law. Those applicants selected for participation in the TCP are expected to advance these priorities via the planning, capacity building, and technical assistance they receive during the three-year period of engagement.

G. How will Community Partners be selected?

DOT anticipates selecting at least 45-60 communities to receive intensive support through the FY 2023 program; with each community assigned to a specific Community of Practice and National Capacity Builder. The exact number of communities selected will be dependent upon the LOIs received, the number of Capacity Builder teams selected, and the design of each Community of Practice.

DOT may share publicly the information submitted through the LOIs to promote broader awareness of the challenges faced by disadvantaged communities and their related technical assistance needs and to facilitate connections with other federal or non-governmental technical assistance resources.

1. Eligibility Review

An Eligibility Review Team comprised of DOT and contractor staff will review all LOIs to confirm eligibility. The Eligibility Review Team will disqualify from consideration any LOI that:

1. Does not identify an eligible entity as a lead applicant.
2. Does not identify two key unique and eligible community partners.
3. Does not submit all required LOI information, including providing substantive responses to all questions in the LOI form.
4. Is not submitted or postmarked by November 15, 2023, with the exception of those that encounter technical issues that are documented in advance of the deadline.

LOIs determined to be eligible will be advanced to a Merit Review Team for evaluation based on the Needs-Based Selection Criteria and Priority Considerations described below.

2. Merit Review

An Evaluation Team comprised of DOT, inter-agency federal staff, and contractor staff will evaluate each eligible LOI based on the following evaluation criteria. Please read each criterion carefully.

TCP Rating Factor	
Community Partnerships	
A	Strength of Lead-Partner Relationship
B	Experience with Meaningful Public Engagement
Community Needs and Challenges	
A	Community Challenges Aligned with TCP Support
B	Evidence of Technical or Capacity Challenges
Community Vision and Goals	
A	Description of TCP Project(s) or Plan(s)
B	Outcomes of Capacity Building Support

Community Partnerships

Merit reviewers will evaluate:

- The depth of the relationship between the lead applicant and the two key community partners, including how the partners have worked collaboratively in the past to address transportation, equity, environmental, health, safety, housing, and/or other economic issues in the community.
- The lead applicant and key community partners' experience building relationships to meaningfully engage with or represent community interests.

Community Needs and Challenges

Merit reviewers will evaluate:

- The key challenges (transportation, equity, environmental, health and safety, housing, and/or economic) that the identified community faces, including those caused by harmful historic or current policies (e.g., displacement, discrimination, segregation, exclusionary zoning), including how the challenges align with issues addressed through the TCP.
- The technical or capacity challenges the applicant or community has faced when seeking federal or other funding or delivering transportation projects, or in trying to coordinate infrastructure projects with broader community and economic development efforts.

Community Vision and Goals

Merit reviewers will evaluate:

- The description of the planning or project (s) underway for which TCP support is being sought, including how the plan(s) or project(s) align with other non-transportation efforts, and how the plan(s) or project(s) support specific community and/or organizational goals.
- The community and/or organizational core competencies to be gained through participation in the TCP, including the anticipated outcomes of longer-term capacity building for broader community goals.

The Evaluation Team will assign a rating of 'High,' 'Medium,' or 'Low' to each of the three categories of criteria described above.

Rating Scale	High	Medium	Low
Description	The LOI is substantively and comprehensively responsive to all elements of the criterion. It makes a strong case for its partnerships, needs, or vision.	The LOI is moderately responsive to all elements of the criterion. It makes a moderate case for its partnerships, needs, or vision.	The LOI is minimally responsive to all elements of the criterion. It makes a weak case for its partnerships, needs, or vision.

The Evaluation Team will assign an overall LOI rating based on the individual criteria category ratings. The overall LOI rating may be ‘Highly Recommended,’ ‘Recommended,’ or ‘Not Recommended.’

Overall LOI Rating	Individual Criteria Ratings
Highly Recommended	• At least two ‘High’ ratings, and • Zero ‘Low’ ratings
Recommended	• One or more ‘High’ ratings, and • No more than one ‘Low’ rating; or • Three ‘Medium’ ratings
Not Recommended	• More than one ‘Low’ rating

The Evaluation Team will advance Highly Recommended LOIs to the Senior Review Team (SRT), which is comprised of DOT and HUD senior leadership as determined by the Under Secretary of Transportation for Policy (“Under Secretary”). At its discretion, the SRT will also consider ‘Recommended’ LOIs, to the extent that these applications fulfill Administration goals.

3. Team and Community Verification

DOT will notify lead applicants if their team has been selected as a finalist and will request that the lead applicant submit the required letters of commitment by a deadline to be determined by DOT, as noted in Section F.1 of this document. DOT will provide additional instructions on the process to submit letters. For those that fail to submit by the deadline, DOT may follow-up with a second and final request to submit letters. If letters are not submitted as requested per DOT instructions, the team will not be considered for selection to receive support through TCP.

4. Senior Review Team

The SRT will review all eligible ‘Highly Recommended’ and select ‘Recommended’ LOIs and anticipates selecting at least 45-60 applicants for participation in the TCP. The SRT will develop a list of applicants for consideration and final selection by the Under Secretary of Transportation for Policy, who may consult the Secretary of Transportation on those selections.

The SRT will consider the following when making final decisions:

- Diversity of geographies, community types, and lead applicant types.
- Communities and/or lead applicants and community partners with the greatest demonstrated need and/or lowest level capacity and resources. This includes communities with the greatest history of harm, existing socioeconomic disparities (including historically disadvantaged and persistent poverty), environmental burdens and risks, and/or those with disproportionate rates of pollution and poor air quality.
- Communities that share similar challenges, project elements, and/or goals as other applicants for technical assistance that can fit well into a specific Community of Practice supported by a particular National Capacity Builder.
- Alignment with regions and communities identified for priority consideration through other federal technical assistance initiatives such as, but not limited to, those included in the interagency Thriving Communities Network (e.g. the Department of Agriculture's Rural Partners Network, the Interagency Working Group on Coal and Power Plan Communities and Economic Revitalization, the Economic Development Administration's Economic Recovery Corps, and the Government Services Administration's Land Port of Entry Program); and other Build America Bureau technical assistance programs (Regional Infrastructure Accelerators, Rural and Tribal Technical Assistance Pilot Program, and Innovative Finance Technical Assistance).

The SRT will view more favorably LOIs that include more than two partners if the defined geographic area of support is large and those with demonstrated skills, relationships, and experience engaging with or directly representing community interests.

APPENDIX A. DEFINITIONS

For the purposes of the TCP, DOT has defined the following definitions.

Areas of Persistent Poverty: An area of persistent poverty is a county with 20 percent or more of the population living in poverty over the 30 years preceding the date of enactment of the Infrastructure Investment and Jobs Act, November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent Small Area Income and Poverty Estimates. Alternatively, data to support eligibility may also be from any census tract with a poverty rate of at least 20 percent as measured by the 2013-2017, five-year data series available from the American Community Survey of the Census Bureau.

Capacity Building: Activities designed to improve the ability of an organization to design and implement the necessary technical, financial, business, data analysis, and management skills of grantees to access federal funding, meet federal requirements, undertake statewide and metropolitan long-range planning and programming activities, and implement other activities that broadly support project development and delivery. This includes developing long-term community capacity to sustain partnerships and engage non-governmental partners, leadership and workforce development, and program evaluation.

Community-based organizations: The term "community-based organization" means a public or private nonprofit organization of demonstrated effectiveness that (A) is representative of a community or significant segments of a community; and (B) provides educational or related services to individuals in the community.

Disadvantaged Community: (1) Any tribal land or any territory or possession of the United States and (2) those census tracts (a) experiencing disproportionate effects (as defined by Executive Order 12898); (b) that contain areas of persistent poverty as defined in 49 U.S.C. section 6702(a)(1); (c) that are historically disadvantaged as defined by CEQ's [Climate & Economic Justice Screening Tool](#) and DOT's [USDOT Equitable Transportation Community \(ETC\) Explorer](#) mapping tool for Historically Disadvantaged Communities; or (d) other federally designated community development zones.

Equitable development: Equitable development is a development approach for meeting the needs of all communities, including underserved communities through policies and programs that reduce disparities while fostering livable places that are healthy and vibrant for all.

Historically Disadvantaged Community: Any tribal land or any territory or possession of the United States, or certain census tracts census experiencing disadvantage when its overall disadvantaged index score places it in the 65% (or higher) of all US census tracts in the [USDOT Equitable Transportation Community \(ETC\) Explorer](#).

Indian Tribe: For the purposes of this NOFO, Indian Tribes include federally recognized Tribal Governments (as defined by the [Bureau of Indian Affairs](#)) and state-recognized Tribal Governments.

Location-efficient housing: Housing that benefits from being located in communities near work, schools, services, and amenities and has accessibility to public transportation networks.

Meaningful Public Involvement: A process that proactively seeks full representation from the community, considers public comments and feedback, and incorporates that feedback into a project, program, or plan when possible. The impact of community contributions encourages early and continuous public involvement and brings diverse viewpoints and values into the decision-making process. This process enables the community and agencies to make better-informed decisions through collaborative efforts.

Place-making: A multi-faceted and collaborative approach to the planning, design, and management of the public realm to re-activate or co-create active, accessible and inviting public spaces that promote the well-being of people.

Planning: Efforts that support inclusive and meaningful public participation and community engagement in developing and implementing a range of activities to identify, assess, and evaluate community needs, including but not limited to environmental reviews, data and mapping visualization, market and mobility studies, health and safety impacts, and climate vulnerability assessments. Planning assistance may involve developing or designing for a program or project that aligns with the goals of the DOT Strategic Plan: <https://www.transportation.gov/dot-strategicplan>.

Rural: For the purposes of this LOI, communities are in rural areas if:

- The community is not located in a 2020 Census Bureau designated urban area, or;
- The community is located in a 2020 Census Bureau designated urban area with a population of 50,000 or less

A community is not in a rural area if located in a 2020 Census Bureau designated urban area that has a population of more than 50,000 people. Applicants may use [TigerWeb](#) to determine if their community is located in a 2020 Urban Area. A list of urban areas with corresponding populations for the 2020 Census is available in the [Federal Register](#).

Technical Assistance: Programs, processes, and resources that provide targeted support, knowledge or expertise to a community, region, organization, or other beneficiary to help them access and utilize federal funding to develop, analyze, design, and deliver transportation plans and projects.

Transportation Improvement Program (TIP): A prioritized listing/program of transportation projects covering a period of 4 years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 11.V.

Reviewed by: Kierra Nance

AGENDA ITEM DESCRIPTION:

Discussion/ possible action regarding the cancelation of the Regular City Council Meeting on December 25, 2023

STAFF BRIEFING:

The fourth Monday of December is a regularly scheduled council meeting date. However, this is also Christmas Day. It is customary to cancel the second City Council Meeting in December.

HISTORY:

None.

FISCAL IMPACT:

None.



CITY COUNCIL AGENDA FORM

Meeting Date: November 13, 2023

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 11.VI.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

As part of the adoption of the FY23/24 Budget, a position was created for a Deputy City Manager. As part of this position posting, the opportunity for Council to publicly give directions about the duties of said position were not offered and due to importance of this hire for the future of the City of La Marque, the chance to do so is no hereby being presented.

HISTORY:

FISCAL IMPACT:

Clean Coast Texas Collaborative Green Infrastructure Workshop

Attend this half-day workshop and find out more about nature-based practices to clean and conserve stormwater for people and wildlife at any scale: **business or home, urban/suburban or industrial, local or regional.**

Local elected officials, municipal representatives, county staff, landowners, and facilities managers will benefit from attending. Speakers will focus on the why and the how of green infrastructure practices.

NOV 14, 2023

9 AM—12 PM

Galveston County Extension Office

Check-in at 8:30 AM

TOPICS:

Guidance for sustainable stormwater drainage on the Texas Coast.

Collecting and cleansing stormwater at home and in your local neighborhood.

Using wetlands within the drainage system to enhance water quality and wildlife habitat.

Protecting and restoring large-scale wetlands and natural areas for flood control and water quality benefits.

There is no cost to attend, but seating is limited.

Registration is required.

CONTINUING EDUCATION HOURS AVAILABLE FOR AICP CM OR CFM CREDITS.

[Register Here](#)

clean-coast-texas-collaborative.eventbrite.com

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