



**CITY OF LA MARQUE  
CITY COUNCIL  
REGULAR AGENDA  
of  
April 14, 2025**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **April 14, 2025**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas** as well as via video-conference hosted through **Zoom** (**[councilzoom.cityoflamarque.org](https://councilzoom.cityoflamarque.org)**). 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. PROCLAMATIONS:
  - 4.I. Arbor Day
  - 4.II. Child Abuse Prevention Month
  - 4.III. Earth Day
  - 4.IV. Fair Housing Month
  - 4.V. National Public Safety Telecommunicators Week 2025
  - 4.VI. National Wildlife Federation's Monarch Butterfly Awareness Month
  - 4.VII. Work Zone Awareness Week
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 Financial Retreat 04.08.2025

6.II. Special Joint Minutes 04.07.2025

6.III. Special City Council Minutes 03.10.2025

6.IV. Special City Council Minutes 02.24.2025

## 7. PUBLIC HEARING

7.I. Ordinance No. O-2025-0005

Amending the Code of Ordinances of City of La Marque, Texas by amending Chapter 42, "Impact Fees"; Providing rules and regulations governing the same within the city; Making other provisions related to the subject and providing an effective date - *Engineering*

## 8. OLD BUSINESS

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

8.I. Naming Policy

Establishing a naming policy for city-owned facilities and properties - *City Clerk*

8.II. Ordinance No. O-2025-0005

Amending the Code of Ordinances of City of La Marque, Texas by amending Chapter 42, "Impact Fees"; Providing rules and regulations governing the same within the city; Making other provisions related to the subject and providing an effective date - *Engineering* **THIS IS THE FIRST READING**

## 9. NEW BUSINESS

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

9.I. Ordinance No. O-2025-0006

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a commercial commonly known as ABST 2 S F Austin Sur Lot 57 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132682, 4715 Partridge St. La Marque, TX - *Development Services*

9.II. Ordinance No. O-2025-0007

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a Commercial Commonly known as ABST 2 S F Austin Sur Lot 58 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132683, 4711 Partridge St. La Marque, TX - *Development Services*



9.III. Ordinance No. O-2025-0008

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a Commercial Commonly known as ABST 2 S F Austin Sur Lot 59 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132684, 4707 Partridge St. La Marque, TX - *Development Services*

9.IV. Ordinance No. O-2025-0009

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a Commercial Commonly known as ABST 2 S F Austin Sur Lot 60 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132685, 4705 Partridge St. La Marque, TX - *Development Services*

9.V. ARPA Purchasing

Approving the use of ARPA funds to purchase K9s - *Police*

9.VI. Saltgrass Park Name Change

Considering a name change from Saltgrass Park to West Side City Park - *Parks Board / Public Works*

9.VII. Volunteer Background Checks

Considering the implementation of background checks for all volunteers, including boards, commissions, committees, and council - *City Clerk*

9.VIII. Waiver of Fees for Highland Bayou Pavilion Rental

Waiving rental fees for the Southeast Texas Sports Fishing Association - *Public Works*

9.IX. Council Privileges

Requesting clarification regarding the use of legislative privileges - *City Clerk*

10. CITY MANAGER REPORT

*a submitted report to update Council and Community on the standard operations of the City. The report can be acknowledged as whole or discussed at the pleasure of Council*

10.I. March 2025 Sales Tax Revenue (January receipts)

10.II. February 2025 Finance Report

10.III. February 2025 Crime Statistics

10.IV. February 2025 La Marque Public Library Report

10.V. Update on Wastewater Treatment Plant Expansion and Upcoming Bid Phase

10.VI. Manhole Project Update

10.VII. Wal-Mart Foundation Grant Application

10.VIII. Items for the Good of the Order

11. EXECUTIVE SESSION

*The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)*

11.I. For the purpose of hearing a complaint or charge against an officer or employee:  
Councilmember District D - *District C/ District D*

11.II. For the purpose of hearing a complaint or charge against an officer or employee:  
Mayor - *District C/ District D*

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

12.I. For the purpose of hearing a complaint or charge against an officer or employee:  
Councilmember District D - *District C/ District D*

12.II. For the purpose of hearing a complaint or charge against an officer or employee:  
Mayor - *District C/ District D*

13. REQUESTS AND ANNOUNCEMENTS

*Requests by Mayor and Council Members of items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedules; (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; (4) a reminder about an upcoming event organized or sponsored by the governing body (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda*

14. ADJOURNMENT

**CERTIFICATION:**

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before April 11, 2025 at 12:00 p.m.

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Kierra K. Nance, TRMC  
City Clerk

Office of the Mayor  
for the City of La Marque

# ***PROCLAMATION***

**WHEREAS**, Arbor Day serves as a meaningful reminder of our collective responsibility to protect, preserve, and enhance our community's tree canopy, recognizing trees as vital resources within the City of La Marque; and

**WHEREAS**, trees significantly contribute to environmental sustainability by improving air quality, conserving water, reducing soil erosion, and providing habitats for diverse wildlife species; and

**WHEREAS**, the presence of trees in our community enhances economic prosperity by increasing property values, reducing energy consumption through natural shading, and promoting overall community well-being; and

**WHEREAS**, fostering public awareness and engagement through tree planting and care initiatives promotes environmental responsibility, community pride, and a deeper connection with nature; and

**WHEREAS**, the City of La Marque recognizes the importance of sustainable forestry practices and is committed to educating residents about tree conservation, planting, and proper maintenance;

**NOW, BE IT RESOLVED**, the City of La Marque affirms its commitment to maintaining and expanding our urban forest, recognizing its substantial environmental, economic, and social benefits;

**NOW, THEREFORE**, we, the Mayor and City Council, by virtue of our authority vested by the City of La Marque, Texas, do hereby proclaim April 25, 2025, as:

## **"ARBOR DAY"**

in the City of La Marque and encourage all residents to actively participate in tree planting and conservation activities, enhancing the beauty, sustainability, and ecological health of our community.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 11th day of April 2025.

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Keith Bell, Mayor

Office of the Mayor  
for the City of La Marque

# ***PROCLAMATION***

**WHEREAS**, April is nationally recognized as Child Abuse Prevention Month, a time to raise awareness about the importance of preventing child abuse and neglect, and to encourage action within communities to protect our children; and

**WHEREAS**, every child deserves to grow up in an environment free from abuse and neglect, where they are loved, nurtured, and supported in their physical, emotional, and psychological development; and

**WHEREAS**, the theme for Child Abuse Prevention Month this year is "*Powered by Hope, Strengthened by Prevention*," emphasizing the importance of hope and proactive efforts in preventing abuse, and reinforcing the power of communities, families, and individuals working together to create a better future for children; and

**WHEREAS**, preventing child abuse requires a collaborative effort between individuals, families, service providers, educators, law enforcement, and other community organizations – such as Court Appointed Special Advocates (CASA) who consistently advocates for children and their safety; and

**WHEREAS**, communities that invest in preventive measures and provide families with the resources they need to raise healthy and resilient children help break the cycle of abuse and neglect, ensuring children have opportunities for success and happiness; and

**WHEREAS**, organizations such as Bikers Against Child Abuse (B.A.C.A.) recognize that empowering individuals and families with the knowledge, tools, and services they need is vital to breaking the cycle of abuse and providing a brighter, healthier future for all children; and

**NOW, THEREFORE**, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim the month of April 2025 as:

## **“CHILD ABUSE PREVENTION MONTH”**

in the City of La Marque and do hereby urge all citizens to participate in the #GoBlueSunday campaign on April 27, 2025.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 9th day of April 2025.

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Keith Bell, Mayor

Office of the Mayor  
for the City of La Marque

# ***PROCLAMATION***

**WHEREAS**, Earth Day serves as a vital reminder of our shared responsibility to safeguard the environment, conserve natural resources, and promote sustainable living practices within the City of La Marque; and

**WHEREAS**, the promotion of energy-saving measures contributes significantly to environmental sustainability, and economic prosperity, and enhances the quality of life by reducing pollution and conserving natural resources; and

**WHEREAS**, adopting sustainable transportation practices including walking, cycling, public transit, and electric vehicles helps to reduce greenhouse gas emissions, promotes cleaner air, and fosters healthier lifestyles among residents; and

**WHEREAS**, emphasizing Reduce, Reuse, and Recycle initiatives encourages responsible waste management, minimizes our ecological footprint, and preserves our community's natural resources for future generations; and

**WHEREAS**, the protection and advocacy of natural habitats and species, such as the Monarch Butterfly, is critical for maintaining biodiversity, ecological balance, and the enduring beauty of our environment; and

**NOW, BE IT RESOLVED**, The City of La Marque recognizes and supports the importance of environmentally responsible practices that sustain and improve our community and the world at large;

**NOW, THEREFORE**, we, the Mayor and City Council, by virtue of our authority vested by the City of La Marque, Texas, do hereby proclaim April 22, 2025, as:

## **"EARTH DAY"**

in the City of La Marque and urge all residents to actively participate in efforts toward energy conservation, sustainable transportation, recycling, and the protection of our natural habitats and species.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 11th day of April 2025.

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Keith Bell, Mayor

Office of the Mayor  
for the City of La Marque

# ***PROCLAMATION***

**WHEREAS**, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

**WHEREAS**, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

**WHEREAS**, the City of La Marque is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

**WHEREAS**, the social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

**NOW, THEREFORE**, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim the month of April 2025 as:

## **"FAIR HOUSING MONTH"**

in the City of La Marque and do hereby urge all citizens to promote appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 9th day of April 2025.

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Keith Bell, Mayor

Office of the Mayor for the City of La Marque

# ***PROCLAMATION***

**WHEREAS,** emergencies can occur at anytime that require police, fire or emergency medical services; and

**WHEREAS,** when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS,** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the La Marque Police Department; and

**WHEREAS,** Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS,** Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS,** Telecommunicators of the La Marque Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS,** each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE,** we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas, do hereby proclaim:

**April 13 - 19, 2025**

as

**“National Public Safety Telecommunicators Week”**

in the City of La Marque in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 11th day of April, 2025.

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Keith Bell, Mayor

Office of the Mayor  
for the City of La Marque

# ***PROCLAMATION***

**WHEREAS**, the Monarch Butterfly (*Danaus plexippus*) is an iconic species symbolizing the interconnectedness of our natural world, known for its remarkable migration spanning thousands of miles across North America; and

**WHEREAS**, the population of Monarch Butterflies has significantly declined over the past two decades due to habitat loss, climate change, and a decrease in native milkweed plants essential for their reproduction; and

**WHEREAS**, the City of La Marque acknowledges the essential role communities play in conserving and restoring habitats to support Monarch Butterflies and other pollinators, thereby enhancing biodiversity and ecological health; and

**WHEREAS**, initiatives such as the National Wildlife Federation's Mayor's Monarch Pledge inspire cities to create and sustain habitats that support the lifecycle of Monarch Butterflies, including planting native milkweed and nectar-producing plants; and

**WHEREAS**, the City of La Marque is dedicated to educating residents about Monarch conservation, encouraging community involvement in establishing Monarch Waystations and pollinator-friendly gardens;

**NOW, BE IT RESOLVED**, the City of La Marque reaffirms its commitment to environmentally responsible practices that protect and enhance the Monarch Butterfly population and our overall environmental health;

**NOW, THEREFORE**, we, the Mayor and City Council, by virtue of our authority vested by the City of La Marque, Texas, do hereby proclaim May 2025 as:

## **"MONARCH BUTTERFLY AWARENESS MONTH"**

in the City of La Marque and urge all residents to actively participate in conservation efforts, plant native milkweed and nectar plants, and support habitat restoration for Monarch Butterflies and other vital pollinators.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 9th day of April 2025.

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Keith Bell, Mayor



Office of the Mayor  
City of La Marque

# ***PROCLAMATION***

**WHEREAS,** Work Zone Awareness Week is observed annually to promote safe driving through construction zones and raise awareness of the importance of protecting workers and drivers alike in work zones; and

**WHEREAS,** Work Zone Awareness Week serves as a critical reminder of the dangers faced by workers in construction zones and the significance of making safe driving a priority; and

**WHEREAS,** the theme for this year's Work Zone Awareness Week, "Respect the Zone so we all get home," calls for increased respect and vigilance when driving through work zones, ensuring that everyone, including drivers, passengers, and workers, can make it home safely; and

**WHEREAS,** roadway construction and maintenance are essential to the safety, efficiency, and quality of our transportation infrastructure, but work zones pose a significant risk to the men and women who work in them, as well as to those who drive through these areas; and

**WHEREAS,** thousands of workers are injured or killed each year in work zone crashes, and thousands of motorists and passengers are also involved in accidents that can be avoided by simply following posted signs, reducing speed, and staying alert; and

**WHEREAS,** by following posted signs, obeying traffic laws, and using caution when driving through work zones, every individual can play a part in ensuring the safety of road workers and themselves; and

**NOW THEREFORE,** we the Mayor and City Council, urge all citizens and businesses to join and hereby proclaim the week of April 21 – 25, 2025, as:

## **"WORK ZONE AWARENESS WEEK"**

In the City of La Marque and encourage all motorists to "Respect the Zone so we all get home." Let us commit to increasing awareness, improving safety, and protecting lives on our roadways by prioritizing safety in all work zones.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this 11th day of April 2025.

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Keith Bell, Mayor



**CITY OF LA MARQUE  
CITY COUNCIL  
SPECIAL MINUTES  
of  
April 8, 2025**

**1. CALL MEETING TO ORDER**

Mayor Bell called the meeting to order at 10:35 a.m.

**2. ROLL CALL**

Present:

|                 |                                    |
|-----------------|------------------------------------|
| Keith Bell      | Mayor                              |
| Joe Compian     | Mayor Pro Tem/ District B          |
| Kimberley Yancy | District A (arrived at 11:50 a.m.) |
| Joseph Lowry    | District C                         |
| James Ross      | District D                         |

**3. NEW BUSINESS**

Tonia Griffin (3000 Taylor St) spoke on behalf of the Parks Board, where she serves as vice-chair, stating that the City is almost midway through the fiscal year and the board is still unclear as to how much funding they have received.

**3.1. Mid-Year Budget Review**

Interim City Manager Pritchett gave a brief introduction and his hope that this practice will continue in the future.

Discussions began regarding the significant changes made in the city's Information Technology department, including the departure of the city's longtime System Administrator, and I.T. Assistant.

Mayor Pro Tem Compian questioned the move to a single budget amendment. He is used to individual amendments, as this process is typically reserved for larger cities. Mayor Bell shared support for moving to a quarterly budget amendment process.

Mayor Pro Tem Compian asked clarifying questions, leading to a consensus of a monthly financial report to be approved by the council. This will include any notification of major financial changes as they arise for the council to authorize, with the budget amendments to be completed quarterly.

Interim City Manager Pritchett spoke about the financial constraints caused by the overtime in the Fire Department. Mayor Bell gave a brief history of the changes in the fire department that have led to this, starting with the Council's decision to create three captain positions. The council intended to have three personnel promoted into these positions. However, in doing so, the department "backfilled" the firefighter positions, which has caused financial constraints. This misunderstanding, in addition to the establishment of minimum staffing, has created a financial concern, because the department is growing, but the budget

has not grown at the same rate, leading to the department consistently exceeding their budget. A lengthy discussion clarifying minimum staffing and how overtime is accrued, ensued.

Interim City Manager Pritchett shared that while the police department's overtime budget is high, the City will receive reimbursements for certain overtime hours due to the officers that work with specialized task forces and other agencies, such as the FBI, DEA, etc. He also gave an overview of overtime for public safety at special events, both at city-sponsored events and outside events.

Interim City Manager Pritchett shared concerns and the need for public safety to have additional IT infrastructure and support.

*\*\* Mayor Bell recessed the meeting at 11:52 a.m. and reconvened at 12:04 p.m.*

Mayor Bell summarized the earlier conversation by stating that the fire department is over budget, primarily due to overtime and minimum staffing. He questioned the increase in ambulance repairs. It was determined that while these are above the expectations, they are not as significant.

Mayor Bell reiterated the police budget is also a concern due to overtime, which was attributed to events, community policing, and the work of the Special Response Team. Interim City Manager Pritchett also attributed it to "hard costs" as this police department is the most staffed department in the history of this City. A lengthy discussion regarding revising the structure of the community policing program ensued encompassing thoughts regarding stipends, overtime, and necessary personnel.

Mayor Bell suggested a review of the sick time policy, identifying the number of personnel who can be out of office at a time, and reconsidering the number of officers who the City will send for additional certifications at one time.

Councilmember Lowry gave a brief history of community policing origins, and his belief that it is a waste of taxpayer dollars.

Mayor Pro Tem Compian questioned if community policing is covered in the Collective Bargaining Agreement, and shared his discontent with officers receiving both overtime and a stipend for being a community policing officer.

Councilmember Yancy shared her support for community policing, and stated that there have been overtime issues since she has been on the council, prior to the initiation of the community-oriented policing program.

Mayor Bell shared his support for a Community Policing Coordinator position.

Discussions regarding overtime during significant weather and emergency management events ensued, with Mayor Pro Tem Compian emphasizing the importance of submitting those hours for reimbursement within 30 days of the event.

Councilmember Ross requested a number of minimum and overall staffing required for both police and fire.

Interim City Manager Pritchett expressed concerns regarding third-party inspection costs and practices.

Discussions regarding considerations of bringing an inspector on staff ensued.

Mayor Pro Tem Compian requested additional documentation in order to make a better informed decision.

*\*\* Mayor Bell recessed the meeting at 12:56 p.m. and reconvened at 1:48 p.m.*

Finance Director Turner began discussing the utility fund after the break. She

stated that water revenues are "spot on" at approximately 52% but sewer revenue is a little below expectations at 47%. She attributes this to potential seasonal fluctuations, and did not have any concerns.

Mayor Pro Tem Compian questioned how the water revenue is higher than the sewer revenue. Discussions regarding increased services from the Utility Billing department ensued, helping to identify billing and payment discrepancies that were missed previously.

Discussions regarding the correlation between the water and sewer rates ensued with a request for the Finance Director to research the discrepancy, the differences in percentages, further and present at a later date.

Finance Director Turner shared her heartburn with the revenues from the discharge agreement with Republic Waste. Discussions regarding the fluctuations of discharge revenues ensued. Mayor Bell recommended that these funds not be utilized for long-term expenses, such as salary, but for single purchases, such as equipment.

Mayor Pro Tem Compian concurred with not relying on this line item as a revenue source. He recommends that revenues from the discharge agreement be considered as a "licensing fee" under a special revenue fund that would be able to encompass any future agreements also. This item was requested to be researched by the Interim City Manager and Finance Director and brought back to the council at a later date.

Councilmember Yancy shared her contentment with the City no longer being in a deficit.

Mayor Bell brought up concerns regarding late payments reflected in the finance report. It was clarified this was due to end-of-year billing that the City received after the close of Fiscal Year 2024.

Mayor Bell questioned the stormwater expenditures, showing that only 6% had been spent, with a remaining balance of over \$282,000. He questioned if that money is dedicated to the salary of the personnel that is intended to clear culverts and ditches. Interim City Manager Pritchett and Finance Director Turner clarified that the current personnel are being charged out of Department 24, and this will be addressed in an upcoming budget amendment.

Mayor Bell asked additional questions regarding the 15% usage of the stormwater fund. Interim City Manager Pritchett stated that the staff would need to "dig in" to be able to fully answer the question.

Councilmember Ross questioned the varying utilizations. It was determined that some of the accounts are paid at certain times of the year, not on a monthly basis.

Discussions regarding personnel who are paid from both the general fund and the utility fund ensued, with the council questioning if this could be presented more clearly.

Finance Director Turner gave a brief overview of the sanitation fund, identifying budget fluctuations due to the City partnering with Waste Management for commercial accounts. She identified that the City has approximately \$915,000 that can be reallocated due to the change.

Mayor Bell shared his concerns with these projections, since the commercial accounts were supposed to be a "pass through". He pushed back, stating that those

monies were not in the city's possession as that is money that the City would have been collecting from the business owners.

Councilmember Ross questioned the 37% collection in sales tax revenue.

### 3.II. Budget Amendment

Interim City Manager Pritchett began by discussing positions and salary adjustments citywide. He identified that Public Works personnel do not get an annual raise in the same manner as other staff members. Their raise is split into two parts, once at the beginning of the fiscal year, and the other prior to the start of the summer. He followed by informing the council of the changes in the role and responsibilities associated with the Police Department's Administrative Assistant, removing purchasing requirements and reallocating them to the finance department.

He discussed the confusion in the naming of positions in Public Works and the intent to rectify this in the upcoming budget amendment.

Councilmember Ross questioned if these position titles are concurrent with the same positions in other cities. It was determined that the new titles were created to be in line with industry standard.

Mayor Bell reiterated a point that he has made many times before: the City has a small Public Works Department, and as such, the City needs to identify the 4 things the City does well, and the needs of the community, and focus on those.

Discussions regarding identifying the four as water: wastewater, stormwater, and freshwater, streets and traffic: maintenance and signs, parks and facilities: parks and other facilities, and areas surrounding the mitigation of illegal dumping.

Discussions regarding Public Works contracting ensued, and the desire to reduce the amount spent on contracting services.

Requests to hold a workshop with Waste Management and one with the Texas Department of Transportation (TXDoT) each is requested to discuss their operations in the City limits. An email was requested from the Council with information regarding TxDoT's schedule for debris pickup.

Mayor Pro Tem Compian stated, in relation to the public works position titles, that he has not seen any positions with the primary responsibility of clearing culverts and ditches, which have been funded by two budget cycles.

Interim City Manager Pritchett identified that those would be the responsibility of the Stormwater Technicians. Additional discussions regarding the grading of ditches and needs in areas across the City ensued.

### 3.III. Financial Projections

Finance Director Turner stated that the organization began the budget process earlier this year. The departments have already submitted their information to the finance department. Finance is reviewing those submissions, and is on track. Interim City Manager Pritchett asked that wholehearted decisions be made when allocating funding outside what has already been established. He does not plan to present very many new personnel requests. The priority is to maintain service and retain good employees. Both Bond Counsel and the Financial Advisors have asked the Council to take a hard look at both the I&S rate and M&O rate when determining tax rates this upcoming year. The City has cut expenses, and there are a lot of new businesses, but that money has not materialized yet.

Discussions regarding a possible sales tax windfall ensued surrounding a payment that is under investigation. The money is in an investment account until the investigation is complete.

Mayor Pro Tem Compian recommended that the City begin to diversify its investments, and discussed potential clean energy credits from the federal government.

Interim City Manager Pritchett spoke about the current fleet contract with Enterprise and the financial opportunities that have arisen with regard to the equity in the vehicles.

Councilmember Ross shared his support for a change in vehicles to hybrid vehicles and the conversion to solar power.

Additional discussions regarding the multitude of facilities projects ensued. It was determined that there were too many sectors of the City that were working in silos in relation to these projects. There needs to be communication, especially with consideration of the Public Safety Building. Extensive discussions regarding the preparation requirements for the Public Safety Building ensued. Councilmember Ross asked questions regarding the language surrounding the CO Bonds, and asked for clarity in our documentation moving forward.

Councilmember Yancy asked for documentation showing the growth in the City from 2021 to current in sales tax, businesses, and property tax. She asked for a simple single-page graphic that the average resident could understand.

4. EXECUTIVE SESSION

There was no executive session.

5. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

6. REQUESTS AND ANNOUNCEMENTS

There were no requests or announcements.

7. ADJOURNMENT

Councilmember Yancy made a motion to adjourn. Councilmember Ross seconded.

**MOTION CARRIED UNANIMOUSLY.**

*\*\*Meeting was adjourned at 4:11 p.m.*



**CITY OF LA MARQUE  
CITY COUNCIL  
SPECIAL MINUTES  
of  
April 7, 2025**

**1. CALL MEETING TO ORDER**

Mayor Bell and Chairman Smith called the meeting to order at 3:04 p.m.

**2. ROLL CALL**

**PRESENT:**

Keith Bell

Mayor

Joe Compian

Mayor Pro Tem/ District B, Board Member

Kimberley Yancy

Councilmember District A (arrived at 3:11 p.m.)

James Ross

Councilmember District D

Gene Smith

Chairman

Cleveland Lane

Secretary

Tracie Steans

Board Member

James Osteen

Board Member

**ABSENT:**

Joseph Lowry

Councilmember District C

**3. INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Compian gave the invocation and Chairman Smith led the pledge.

**4. CITIZENS PARTICIPATION**

There was no citizen's participation.

**5. EXECUTIVE SESSION**

*\*\*Mayor Bell recessed the Special Joint Meeting and entered into the Executive Session at 3:09 p.m.*

5.I. Section 551.087 of the Government Code - deliberation regarding economic development negotiations

**6. ACTIONS TAKEN FROM EXECUTIVE SESSION**

*\*\*Mayor Bell closed the Executive Session and reconvened the Special Joint Meeting at 4:47 p.m.*

6.I. Section 551.087 of the Government Code - deliberation regarding economic development negotiations

Mayor Pro Tem Compian made a motion to request a proposal from the developer regarding a 380 agreement. Councilmember Ross seconded. **MOTION CARRIED**

**UNANIMOUSLY.**

There was no action taken by the Economic Development Corporation.

7. REQUESTS AND ANNOUNCEMENTS

Mayor Bell thanked the Economic Development Corporation for meeting today, he is looking forward to a "great, great future".

8. ADJOURNMENT

Chairman Smith adjourned the Economic Development Corporation meeting.

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

*\*\*Meeting was adjourned at 4:50 p.m.*





CITY OF LA MARQUE  
CITY COUNCIL  
SPECIAL MINUTES  
of  
February 24, 2025

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 4:04 P.M.

2. ROLL CALL

PRESENT:

Keith Bell

Joe Compian

Kimberley Yancy

Joseph Lowry

James Ross

Mayor

Mayor Pro Tem/ District B (arrived at 4:12 p.m.)

District A

District C

District D

Mayor Bell gave an invocation and Councilmember Ross led the pledge.

3. EXECUTIVE SESSION

Prior to the executive session Mayor Bell acknowledged a member of the audience who wished to speak.

Whitney Kirkland (Lake Road) speaking of an incident that happened the previous Sunday morning. Early that morning he smelt gas coming from the sewer line of his neighbor's home. The area was evacuated. He shared concerns regarding the contractors that are working on these projects, requesting information regarding the oversight and monitoring of these companies.

*\*\*Mayor Bell recessed the regular meeting and entered into the Executive Session at 4:11 p.m.*

3.I. Section 551.074 (Personnel Matter)

3.II. Section 551.072 (Deliberations About Real Property)

4. ACTIONS TAKEN FROM EXECUTIVE SESSION

*\*\*Mayor Bell closed the Executive Session and reconvened the Special Meeting at 5:54 p.m.*

4.I. Section 551.074 (Personnel Matter)

Mayor Pro Tem Compian made a motion to table this item until the next meeting. Councilmember Ross second. **MOTION CARRIED UNANIMOUSLY.**

4.II. Section 551.072 (Deliberations About Real Property)

**No action was taken on this item.**

5. ADJOURNMENT

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

**MOTION CARRIED UNANIMOUSLY.**

*\*\*Meeting was adjourned at 5:55 P.M.*



CITY OF LA MARQUE  
CITY COUNCIL  
SPECIAL MINUTES  
of  
February 24, 2025

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 4:04 P.M.

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PRESENT:

Keith Bell

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Mayor Pro Tem/ District B (arrived at 4:12 p.m.)

Kimberley Yancy

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James Ross

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*\*\*Mayor Bell closed the Executive Session and reconvened the Special Meeting at 5:54 p.m.*

4.I. Section 551.074 (Personnel Matter)

Mayor Pro Tem Compian made a motion to table this item until the next meeting. Councilmember Ross second. **MOTION CARRIED UNANIMOUSLY.**

4.II. Section 551.072 (Deliberations About Real Property)

**No action was taken on this item.**

5. ADJOURNMENT

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

**MOTION CARRIED UNANIMOUSLY.**

*\*\*Meeting was adjourned at 5:55 P.M.*



## CITY COUNCIL AGENDA FORM

---

Meeting Date: April 14, 2025

Prepared by: Cesar Garcia

Department: Public Works

Agenda Item: 7.I.

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

---

### **AGENDA ITEM DESCRIPTION:**

Amending the Code of Ordinances of City of La Marque, Texas by amending Chapter 42, "Impact Fees"; Providing rules and regulations governing the same within the city; Making other provisions related to the subject and providing an effective date - *Engineering*

### **STAFF BRIEFING:**

Amending the Code of Ordinances of City of La Marque, Texas by amending Chapter 42, "Impact Fees"; Providing rules and regulations governing same within the city; Making other provisions related to the subject and providing an effective date

### **HISTORY:**

- Nov 14, 2023 - Impact Fee Advisory Committee approved the Land Use Assumptions and Capital Improvements Plan.
- Jan 8, 2024 - ADICO Engineering presented their findings to the council
- Jan 22, 2024 - City Council Acknowledged Receipt of Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) & Set a date for the Public Hearing
- Feb 2, 2024 - Public Hearing for LUA and CIP & Approval of LUA and CIP
- June 24, 2024 - City Council Acknowledge Receipt of Impact Fee Study, approved the 2023 study & Set Public Hearing Date of August 26, 2024 for Impact Fee Study
- Aug 26, 2024 - Impact Fee Study Items Pulled From Agenda due to lack of sufficient time for advertising for Public Hearing
- Oct 14, 2024 - Impact Fee Study Public Hearing & City Council Approval of Impact Fee Study
- March 10, 2025 - No Action Taken, new Public Hearing scheduled for April 14, 2025

### **FISCAL IMPACT:**

**AFFIDAVIT OF PUBLICATION**

State of Florida, County of Orange, ss:

Bo Xiang, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

**PUBLICATION DATES:**

Mar. 13, 2025

**NOTICE ID:** 5vIRsGbP8InoD3xNSGMv

**PUBLISHER ID:** 1303481

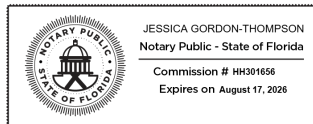
**NOTICE NAME:** PH O-2025-0005 (Amend Impact Fee)

**Publication Fee:** \$191.29

I declare under penalty of perjury that the foregoing is true and correct.

*Bo Xiang*

(Signed) \_\_\_\_\_



**VERIFICATION**

State of Florida  
County of Orange

Subscribed in my presence and sworn to before me on this: 03/17/2025

*J. Thompson*

\_\_\_\_\_  
Notary Public

Notarized remotely online using communication technology via Proof.

**Legal Notice**  
**CITY OF LA MARQUE CITY COUNCIL**  
**NOTICE OF PUBLIC HEARING ON AMEND-**  
**MENT OF IMPACT FEES**

Notice is hereby given that the City of La Marque City Council will hold a Public Hearing on Monday, April 14, 2025, at 6:00 p.m. in the City Council Chambers, located at 1109-B Bayou Road, La Marque, Texas. The purpose of the hearing is to consider the amendment of land use assumptions and a capital improvement plan and the imposition of an impact fee. **The Public has the right to appear at the hearing and present evidence for or against the update.** For further information please contact Kiera Nance, City Clerk for the City of La Marque, Texas. Email: [cityclerk@cityoflamarque.org](mailto:cityclerk@cityoflamarque.org).

Published: March 13, 2025



## CITY COUNCIL AGENDA FORM

---

Meeting Date: April 14, 2025

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 8.I.

Reviewed by:

---

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### **AGENDA ITEM DESCRIPTION:**

Establishing a naming policy for city-owned facilities and properties - *City Clerk*

### **STAFF BRIEFING:**

Councilmember Yancy requested that this item be brought to council for consideration.  
Councilmember Ross seconded.

### **HISTORY:**

A similar policy was presented to council in April 2023 - no action was taken.

### **FISCAL IMPACT:**

N/A





## CITY FACILITY AND HONORARY STREET NAMING POLICY

### Section 1: General

The City of La Marque establishes the following City Facility and Honorary Street Naming Policy to provide a uniform set of guidelines regarding requests for naming or renaming of City facilities and the designation of honorary street names. All facility and honorary street names shall be compatible with community interest and reflect the values of the City of La Marque.

- A. This policy shall establish the guidelines, criteria, and process for naming or renaming of City facilities and honorary streets.
- B. The City Council shall have final authority to name and rename City facilities and designate honorary street names.
- C. The City Council may pursue honorary naming for commemorative, cultural, and historic goals or branded naming for marketability, revenue generation, and cost recovery goals at City facilities at their discretion.
- D. Any naming of City facilities in honor of an individual, family, or entity may be revoked at the discretion of the City Council.
- E. The donation of land, facilities, or funds for the acquisition, renovation, or maintenance of City facilities shall not constitute an obligation by the City to name the facility or any portion thereof after an individual, family, or entity.

### Section 2: Criteria for Naming City Facilities

City facility names should be unique to the City of La Marque, have a lasting significance, be familiar to a majority of the citizens, and be easy to recall. Before proceeding with any naming, the City of La Marque will carefully consider all circumstances surrounding the naming, including the overall benefit to the City and whether displaying the name is and will continue to be a positive reflection on the City. The term facility shall describe any City building, park, linear trail, or other feature as determined by the City Council.

- For commemorative naming, a facility may be named for an individual, living or dead, if the individual has provided creditable service to the community and has attained prominence locally based on contributions to the public.
- A facility may be named for an individual, family, or entity that has provided a culturally significant contribution to the surrounding area or community.
- A facility may be named for significant natural geologic features, native flora or fauna, or significant historical events.
- A facility may be given any name which City Council determines advances a particular branding objective in order to enhance the City's ability to enhance service provision through revenue generation at the site.
- Names that reflect the City's ethnic and cultural diversity are encouraged.
- A feature within a facility may be dedicated to an individual, family, or entity using the above criteria without naming or renaming the facility in which the feature is located.
- The City Council may also consider the use of naming rights in return for a financial or in-kind contribution for City facilities

### **Section 3: Criteria for Naming Honorary Streets**

Honorary street names should reflect La Marque values and community interests.

- Honorary streets may be named for an individual, living or dead if the individual has provided creditable service to the community and has attained prominence locally based on contributions to the public.
- Honorary streets may be named to recognize a significant historical event or individual.
- Honorary street names do not have any impact on addressing and do not change the official street name.

### **Section 4: Process and Procedures for Naming City Facilities**

#### **A. Process:**

The naming and renaming of all City facilities, parks, trails, and features shall be considered by a committee consisting of a representative of each active board, commission, or committee, namely the chairperson or their designee. The designated Committee may request or review name options from a variety of input methods as part of the naming consideration. Concurrent with the facility design process, City

staff will brief the City Council or designated Council Committee on the project and seek direction regarding the naming goals, honorary or branding, the desired input process, and the timeline for a final naming decision. Names options pursuant to this direction will then be brought to the Committee for consideration. Once the Committee has considered the name options, the Committee will then make a recommendation for consideration to the City Council. The full City Council shall have final authority to name and rename City facilities, parks, trails, and features. The naming process should begin early in the facility construction process to ensure adequate time for decision making, adoption, and implementation.

#### B. City Council adoption:

The City Council will act on a resolution to officially name or rename the facility, park, trail, or feature.

1. Renaming Existing Facilities, Parks, Trails, and Features: The City Council shall adopt a resolution officially renaming the facility, park, trail, feature.
2. New Facilities, Parks, Trails, and Features: The City Council shall adopt a resolution officially naming the facility, park, trail, or feature.

#### C. Implementation:

Once a name is approved by City Council, the City Manager or their designee shall work to implement the approved name to include appropriate signage, plaques, and/or dedication. For the naming or renaming of any facility not managed by a specific City department, the City Manager shall designate the responsible City department.

### **Section 5: Process and Procedures for Naming Honorary Streets**

#### A. Process

The naming of honorary streets shall be considered by a committee consisting of a representative of each active board, commission, or committee, namely the chairperson or their designee. The designated Committee may consider name options from a variety of input methods, as described below, as part of the naming consideration. Once the Committee has considered the name options, the Committee will then make a recommendation for consideration to the City Council. The full City Council shall have final authority to name honorary streets.

#### Methods for Naming Consideration:

1. A Councilmember may suggest one or more names for consideration
2. City staff may suggest one or more names for consideration

### 3. Community members may suggest one or more names for consideration

If a community member or group suggests names, they will be requested to undertake an outreach effort within the community to gather and document support for the name and for the specific corridor or location for the honorary street marker blades. With all name requests, City staff will research the names and evaluate existing City plans for conformity. All honorary street naming requests must include the limits of the corridor and number and location of affected intersections, as well as information on the individual or group to be honored.

Staff will present the results of the name analysis to the designated Council Committee. If so directed by the Committee, staff will prepare a draft design of the street marker blade with input from the requesting community group, if any, while adhering to Uniform Traffic Control Device and Texas Department of Transportation standards where applicable.

The Committee will make a recommendation on the honorary street name to the full City Council. Once the full City Council has selected a finalist for the name, it will be announced publicly at a City Council work session meeting.

#### B. City Council adoption:

After a period of 30 days from public announcement during a City Council work session meeting, the City Council shall act on a resolution to officially adopt the honorary street name.

#### C. Implementation:

Once an honorary street name is adopted by City Council, the responsible City department(s) shall work to fabricate and install signage and schedule an unveiling ceremony. Once the honorary marker blade is installed per relevant standards, the City Manager shall designate the responsible City department.



## CITY COUNCIL AGENDA FORM

---

Meeting Date: April 14, 2025

Prepared by: Cesar Garcia

Department: Public Works

Agenda Item: 8.II.

Reviewed by:

---

### **AGENDA ITEM DESCRIPTION:**

Amending the Code of Ordinances of City of La Marque, Texas by amending Chapter 42, "Impact Fees"; Providing rules and regulations governing the same within the city; Making other provisions related to the subject and providing an effective date - *Engineering* **THIS IS THE FIRST READING**

### **STAFF BRIEFING:**

Amending the Code of Ordinances of City of La Marque, Texas by amending Chapter 42, "Impact Fees"; Providing rules and regulations governing same within the city; Making other provisions related to the subject and providing an effective date

### **HISTORY:**

- Nov 14, 2023 - Impact Fee Advisory Committee approved the Land Use Assumptions and Capital Improvements Plan.
- Jan 8, 2024 - ADICO Engineering presented their findings to the council
- Jan 22, 2024 - City Council Acknowledged Receipt of Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) & Set a date for the Public Hearing
- Feb 2, 2024 - Public Hearing for LUA and CIP & Approval of LUA and CIP
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- Aug 26, 2024 - Impact Fee Study Items Pulled From Agenda due to lack of sufficient time for advertising for Public Hearing
- Oct 14, 2024 - Impact Fee Study Public Hearing & City Council Approval of Impact Fee Study
- March 10, 2025 - No Action Taken

### **FISCAL IMPACT:**

**ORDINANCE NO. O-2024-00[ ]**

**AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CODE OF ORDINANCES OF CITY OF LA MARQUE, TEXAS, BY AMENDING CHAPTER 42, " IMPACT FEES;" PROVIDING RULES AND REGULATIONS GOVERNING SAME WITHIN THE CITY; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Texas Local Government Code§ 395.001 et seq., authorizes cities to enact or impose impact fees on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development;

**WHEREAS**, the City Council of the City of La Marque (the "City") appointed the Planning and Zoning Commission as the advisory committee ("Impact Fees Advisory Committee") to study the land use assumptions, capital improvements plan and implementation of impact fees within certain areas of the City;

**WHEREAS**, the City Council has employed Adico Consulting Engineers, LLC to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City;

**WHEREAS**, each was considered by the City's Planning and Zoning Committee acting as the City's Impact Fees Advisory Committee, and such assumptions, plan, and proposed fees were filed with the City Council, along with the Impact Fees Advisory Committee's comments;

**WHEREAS**, the City Council has reviewed and evaluated its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities in the time and manner required by law;

**WHEREAS**, consistent with input from the Planning and Zoning Commission, the citizens, and the City Council, City staff and consultants have updated the City's Land Use Assumptions and Capital Improvements Plan and calculated a resulting impact fee contained in Exhibit A, attached and made a part hereof for all purposes;

**WHEREAS**, the City Council held public hearings on the city's Land Use Assumptions, Capital Improvements Plan and proposed impact fees on February 2<sup>nd</sup>, 2024 and \_\_\_\_\_, 2024 and provided notice of such hearings by publication in a newspaper of general circulation before the 30th day before the date of the hearing and otherwise in accordance with Section 395.044 of the Texas Local Government Code;

**WHEREAS**, the City Council adopted the land use assumptions and capital improvement plan on February 2<sup>nd</sup>, 2024 and now desires to amend impact fees for water and wastewater facilities, all in accordance with Chapter 395, of the Texas Local Government Code; and

**WHEREAS**, the City has determined that it is in the best interest of the general public to amend impact fees for water and wastewater facilities;

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

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

**Section 2.** Chapter 42 of The Code of Ordinances of the City of La Marque, Texas is hereby amended to read as follows:

**Section 42-2. Purpose.**

This article is intended to impose and levy water and wastewater facilities impact fees on new development, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service areas. The designated services areas are as shown in the attached Exhibit A.

**Section 42-4. Land Use Assumptions.**

The land use assumptions included in the Water and Wastewater Impact Fee Study, referenced herein as Exhibit A and made a part hereof for all purposes, are hereby in all things approved and adopted.

**Section 42-5. Capital Improvements Plan.**

The capital improvements plan included in the Water and Wastewater Impact Fee Study, referenced herein as Exhibit A and made a part hereof for all purposes, are hereby in all things approved and adopted.

**Section 42.6 Impact Fees.**

(a) The impact fees set forth in the Water and Wastewater Impact Fee Study, referenced herein as Exhibit A and made a part hereof for all purposes are hereby levied against new development on lands located within the corporate boundaries of the city.

(b) For new development which is platted in accordance with the City's subdivision regulations before the adoption of this article, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

**Section 3. Severability.** In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 4. Publication and Effective Date.** This Ordinance shall be effective immediately after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

**PASSED AND APPROVED** by the City Council of the City of La Marque on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2024; and

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of La Marque on Second and Final Reading this \_\_\_\_ day of \_\_\_\_\_, 2024.

**\*\*\* SIGNATURES ON NEXT PAGE \*\*\***

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**



**CITY OF LA MARQUE, TEXAS**

---

Keith Bell, Mayor

**ATTEST:**

---

Kierra Nance, TRMC, City Clerk

**APPROVED AS TO FORM:**

---

Gus Knebel, Consulting City Attorney

# IMPACT FEE STUDY

FOR

**WATER AND WASTEWATER**

**2023 UPDATE**

**LA MARQUE, TEXAS**



ADICO PROJECT NO. 23100-02  
DECEMBER 2023

**ADICO**  
CONSULTING ENGINEERS

TBPE FIRM NO. 16423  
2114 EL DORADO BLVD., SUITE 400  
FRIENDSWOOD, TX 77546  
PH: 832-895-1093

**IMPACT FEE STUDY FOR WATER AND WASTEWATER 2023 UPDATE  
CITY OF LA MARQUE**

**DECEMBER 2023**

**ADVISORY COMMITTEE**

Alan Waters

Greg Cornett

Chris Colombo

Graylan Alexander

Brad Stephenson

**CITY COUNCIL**

Keith Bell – Mayor

Kimberley Yancy – District A

Joe Compian – District B

VACANT – District C

James Ross – District D

**STAFF**

Cesar Garcia – City Manager

Rick Sailer – Public Works Director

Kathleen VanStavern – Development Services Director

Alex Getty – Economic Development Corporation  
Director

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# 1. INTRODUCTION

## 1.1 HISTORY

The City of La Marque first adopted Impact Fees and the supporting Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) in 2018. Since the initial adoption, Impact Fees have not been amended to reflect the City's progress on its CIP, appropriateness of initial LUA, and the Impact Fee collections and implementation. The initial study was completed by ARKK Engineers, LLC in 2018. This report forms the basis of the first scheduled update which is planned for 2023, since the initial 2018 report.

## 1.2 STATE LAW PERTAINING TO IMPACT FEES

Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged. The City of La Marque charges Impact Fees for each new connection to the City's water distribution and/or wastewater collection system.

Updates are required to be performed on a five-year cycle. The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then to be presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

The advisory Committee is required to comprise of five or more members, of which 40 percent (40%) or more are representatives of the real estate, development, or building industries, who are not employees or officials of the City. Further, the City's Planning and Zoning Commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry.

According to the City of La Marque Ordinance Section 42-14, the Planning and Zoning Commission shall act as the advisory committee. The City's Planning and Zoning Commission currently has 5 members, of which one is a member from the real estate industry, as required by the legislation, to fulfill this requirement.

For purpose of this update, it is recommended that the City adopt a **10-year** planning period from 2023-2033 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. This update study includes a review of the growth trend during the previous planning period, projects implemented from the CIP; water and wastewater projects and their actual cost.

## 2. SERVICE AREA

The original LUA adopted in 2018 utilized the area within the City of La Marque's City Limit. Since 2018 there has not been any new annexations. Therefore, the Service Area, as seen on **EXHIBIT A**, remains unchanged.

In the future, as areas are considered for annexation, the Service Area Map should be updated to reflect the annexed areas. Areas outside the City Limits in which the City is considering executing a development agreement for water and/or wastewater service, should also be incorporated into the service area.

## 3. LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

### 3.1 LAND USE ASSUMPTIONS

The purpose of the LUA is to provide the basis for provision and requirement for projects to support new development in the Service Area and to project the number of equivalent service units (ESU) to fairly allocate the resulting costs through the assessment of Impact Fees. For the purposes of this report, the terms equivalent meter and equivalent service unit will be used interchangeably.

The following factors were considered in the initially adopted Land Use Assumptions and have been reviewed as part of this update process:

- a. The character, type, density and quantity of existing development
- b. Proposed land use (See **EXHIBIT B**)
- c. The Water System Modeling and Planning Study (2016 ARKK Engineers)
- d. Availability of land for future development
- e. Current growth trends in the City
- f. Location and configuration of vacant land
- g. Known or anticipated development projects
- h. Physical holding capacity of the City
- i. Known or anticipated development projects

This update also takes into consideration actual growth rates for the previous period.

### 3.2 PREVIOUS PERIOD DEVELOPMENTS

In 2018 there were many new developments in the planning phase. Several projects were completed, and some had initial phases which were in progress. The following is a list of the major projects which began and were in the planning stages.

- a. Trails at Woodhaven
  - i. Section 1
  - ii. Section 2
  - iii. TWL Senior Living

- iv. Commercial Reserve
- v. Cottage Reserve
- b. Ambrose
  - i. Section 1
  - ii. Section 2
  - iii. Section 3
- c. Sunset Grove
  - i. Section 1
  - ii. Section 2
  - iii. Section 3
  - iv. Section 4
- d. Delany Cove
- e. CRV/Motco
- f. JMK5 Arena

These developments as well as anticipated development areas are shown in **EXHIBIT C**.

### 3.3 BASE DATA

The data developed for the original LUA was based on aerial mapping and HGAC planning resources. Updated data obtained from the US Census Bureau, is shown in the following table:

**TABLE 3.1 POPULATION DATA**

| Year | Household Population | Increase |
|------|----------------------|----------|
| 2017 | 16,739               |          |
| 2018 | 16,805               | 0.4%     |
| 2019 | 17,319               | 3.1%     |
| 2020 | 18,455               | 6.6%     |
| 2021 | 18,821               | 2.0%     |
| 2022 | 19,147               | 1.7%     |

**AVERAGE**      2.7%

### 3.4 POPULATION PROJECTION

Since the original LUA were adopted, the 2020 census was completed and reflected that the City of La Marque had a population of 18,455. The figures obtained from the national census show a growth record of 2.7% for the period 2018-2022. (**TABLE 3.1**)

The following table shows population projections for the 10-year planning period for this study. Number of connections for years 2020 and 2021 was determined by obtaining actual meter counts by size from the City, and then converting these to ESU's as defined in Section 5.2.



**TABLE 3.2 POPULATION PROJECTION**

| YEAR | ESTIMATED POPULATION | ESTIMATED ANNUAL NUMBER OF CONNECTIONS ADDED* | APPROXIMATE CONNECTIONS |
|------|----------------------|-----------------------------------------------|-------------------------|
| 2020 | 18,455               |                                               | 6,603**                 |
| 2021 | 18,821               |                                               | 7,512**                 |
| 2022 | 19,147               |                                               | 8,956**                 |
| 2023 | 19,664               | 250                                           | 9,206                   |
| 2024 | 20,195               | 250                                           | 9,456                   |
| 2025 | 20,740               | 250                                           | 9,706                   |
| 2026 | 21,300               | 250                                           | 9,956                   |
| 2027 | 21,875               | 250                                           | 10,206                  |
| 2028 | 22,466               | 250                                           | 10,456                  |
| 2029 | 23,072               | 250                                           | 10,706                  |
| 2030 | 23,695               | 250                                           | 10,956                  |
| 2031 | 24,335               | 250                                           | 11,206                  |
| 2032 | 24,992               | 250                                           | 11,456                  |
| 2033 | 25,667               | 250                                           | 11,706                  |

\* 5-YR-AVERAGE (TABLE 3.4)

\*\*PROVIDED BY CITY OF LA MARQUE

### 3.5 HOUSING STARTS

According to the City's Building Permit Records, the following table provides housing starts and resulting estimated population increases for the past 5 years.

**TABLE 3.3 PREVIOUS HOUSING STARTS**

| YEAR | HOUSING STARTS | ESTIMATED POPULATION (PROJECTED FROM 2018) | PERCENT INCREASE IN HOUSING STARTS |
|------|----------------|--------------------------------------------|------------------------------------|
| 2018 | <b>300</b>     | 16,805                                     | 4.5%***                            |
| 2019 | <b>194</b>     | 17,271                                     | 2.8%                               |
| 2020 | <b>241</b>     | 17,849                                     | 3.3%                               |
| 2021 | <b>223</b>     | 18,384                                     | 3.0%                               |
| 2022 | <b>217</b>     | 18,905                                     | 2.8%                               |
| 2023 | <b>135</b>     | 19,229                                     | 1.7%                               |

**5-YEAR AVERAGE****3.0%**\*\*\*INCREASE FROM 2017  
ESTIMATE

### 3.6 TEN YEAR GROWTH ASSUMPTIONS

The original LUA projected a growth rate going forward for the 10-year planning period (2018-2027) of 102 ESU per year.

The current rate of growth in terms of ESU for the City currently averages around 250 new ESU's per calendar year from 2019-2023 as evidenced by the impact fees collected since 2019. The number of ESU's for 2019 is not included in the calculation for the 5-year average as development severely decreased over the period 2019-2020. The following table shows the impact fees collected and the equivalent ESU per year. This is based on reports obtained from the City for the period 2019 to 2023.

**TABLE 3.4 EQUIVALENT SERVICE UNITS PER YEAR**

| CALENDAR YEAR        | IMPACT FEE | TOTAL IMPACT FEES COLLECTED | EQUIVALENT SERVICE UNIT |
|----------------------|------------|-----------------------------|-------------------------|
| 2019                 | \$3,770.00 | \$1,848,335.45              | 490                     |
| 2020                 | \$3,770.00 | \$506,976.52                | 134                     |
| 2021                 | \$3,770.00 | \$939,225.35                | 249                     |
| 2022                 | \$3,770.00 | \$820,616.00                | 218                     |
| 2023<br>(6/12/2023)  | \$3,770.00 | \$754,471.10                | 400*                    |
| 5-YEAR AVERAGE (ESU) |            |                             | 250                     |
| 5-YEAR AVERAGE (%)   |            |                             | 2.69%                   |

\*Estimated total connections for 2023 based on existing impact fees collected for 6 out of 12 months.

With the current total connections in the system expressed in ESU's of approximately 8,956, the annual growth rates in terms of ESU was 2.8%. It is recommended that for the 2023 update of the LUA's the City adopt a growth rate of 2.69% in ESU to the water and wastewater system. This is a more realistic statistic because it is based on actual impact fees collected.

### 3.7 ULTIMATE POPULATION PROJECTIONS

The original LUA adopted in 2018 provided a build-out connection capacity of the city. The following primary factors were considered:

- Existing development
- Proposed land use
- Available land

The ultimate projected connections was estimated at 8,711. Since the 2018 update, the City has experienced development in multiple projected areas, resulting in an increase of the ultimate projected connections and ultimate population.

**TABLE 3.5** shows the City's projected development and estimated water use. The City could reasonably be expected to have **13,782** water service connections (ESU's) in the future. The areas of anticipated future development are shown in **EXHIBIT C**.

**TABLE 3.5 - PROJECTED DEVELOPMENT AND ESTIMATED WATER USE**

| DEVELOPMENT AREA NO. | PROJECT DEVELOPMENT TYPE | GROSS ACREAGE | ESTIMATED ACREAGE DEVELOPED WITH WATER SERVICE | ESTIMATED EQUIVALENT CONNECTIONS PER ACRE | ESTIMATED NUMBER OF NEW CONNECTIONS | ESTIMATED DAILY WATER USAGE (GPD) |
|----------------------|--------------------------|---------------|------------------------------------------------|-------------------------------------------|-------------------------------------|-----------------------------------|
| 1                    | Commercial               | 241.8         | 181.3                                          | 2                                         | 363                                 | 127,050                           |
| 2                    | Commercial               | 81.3          | 61.0                                           | 2                                         | 123                                 | 43,050                            |
| 3                    | Commercial               | 10.4          | 7.8                                            | 2                                         | 16                                  | 5,600                             |
| 4                    | Commercial               | 7.0           | 5.2                                            | 2                                         | 11                                  | 3,850                             |
| 5                    | Commercial               | 26.1          | 19.6                                           | 2                                         | 40                                  | 14,000                            |
| 6                    | Commercial               | 19.3          | 14.5                                           | 2                                         | 29                                  | 10,150                            |
| 7                    | Commercial               | 11.4          | 8.6                                            | 2                                         | 18                                  | 6,300                             |
| 8                    | Commercial               | 3.5           | 2.6                                            | 2                                         | 6                                   | 2,100                             |
| 9                    | Commercial               | 10.8          | 8.1                                            | 2                                         | 17                                  | 5,950                             |
| 10                   | Commercial               | 18.1          | 13.6                                           | 2                                         | 28                                  | 9,800                             |
| 11                   | Commercial               | 16.3          | 12.2                                           | 2                                         | 25                                  | 8,750                             |
| 12                   | Commercial               | 3.5           | 2.6                                            | 2                                         | 6                                   | 2,100                             |
| 13                   | Mixed                    | 463.3         | 347.5                                          | 2                                         | 695                                 | 243,250                           |
| 14                   | Commercial               | 54.1          | 40.5                                           | 2                                         | 82                                  | 28,700                            |
| 15                   | Commercial               | 88.1          | 66.1                                           | 2                                         | 133                                 | 46,550                            |
| 16*                  | Residential              | 76.9          | 57.7                                           | 4.7                                       | 267                                 | 93,450                            |
| 17*                  | Residential              | 48.9          | 36.6                                           | 4.1                                       | 150                                 | 52,500                            |
| 18*                  | Residential              | 57.9          | 43.5                                           | 3.9                                       | 168                                 | 58,800                            |
| 19*                  | Residential              | 105.8         | 79.3                                           | 3.7                                       | 290                                 | 101,500                           |
| 20                   | Residential              | 16.4          | 12.3                                           | 4                                         | 50                                  | 17,500                            |
| 21*                  | Residential              | 136.1         | 102.1                                          | 1.9                                       | 185                                 | 64,750                            |
| 22                   | Residential              | 47.9          | 35.9                                           | 4                                         | 144                                 | 50,400                            |
| 23                   | Residential              | 57.9          | 43.4                                           | 4                                         | 174                                 | 60,900                            |
| 24*                  | Residential (Multi)      | 25.28         | 19.0                                           | 24                                        | 456                                 | 159,600                           |
|                      | Commercial               | 7             | 5.3                                            | 2                                         | 11                                  | 3,850                             |
|                      | Arena                    |               |                                                |                                           |                                     |                                   |
| 25                   | University of Houston    | 450.0         | 337.5                                          | 1.5                                       | 507                                 | 177,450                           |
| 26*                  | CRV/Motco Tract          |               |                                                |                                           | 384                                 | 134,400                           |
| <b>TOTAL</b>         |                          |               |                                                |                                           | <b>4378</b>                         | <b>1,532,300</b>                  |

Number of Existing Equivalent Connections: 8,956  
Number of Projected New Connections from Development Tracts: 4,378  
Projected Infill Developments (5%): 448  
Projected Ultimate Total Connections: 13,782

\* Known Lots/Requested Connections

### 3.8 LAND USE ASSUMPTIONS SUMMARY

The updated LUA are summarized as follows:

- a. Based on a 2.7% population growth rate, projected population for 2023 is 19,664 and projected 2033 population is 25,667.
- b. The projected ESU growth rate for the 10-year planning period (2023-2033) for purposes of this update report is 2.69%, or 250 ESU's per year. This results in a total new ESU's for the 10-year planning period of 2500 connections.
- c. Based on population projections and projected connections for the period 2023-2033, a "population per equivalent meter" of 2.4 persons per connection was determined.
- d. Ultimate connections are projected to be 13,782 based on available developable areas.
- e. Ultimate population is projected to be 33,077 based on 2.4 persons per connection and 13,782 ultimate connections.
- f. The following table summarizes projected population and connection growth for 2023, 2033 and ultimate development.

**TABLE 3.6 POPULATION PROJECTIONS SUMMARY**

| YEAR     | CONNECTIONS<br>2.69% GROWTH | POPULATION |
|----------|-----------------------------|------------|
| 2023     | 9,206                       | 19,664     |
| 2033     | 11,706                      | 25,667     |
| Ultimate | 13,782                      | 33,077     |

## 4. CAPITAL IMPROVEMENT PLAN

The Impact Fee Capital Improvement Plan (CIP) includes projects anticipated to serve growth within the City during the 10-year planning period, 2023-2033.

### 4.1 ELIGIBLE FACILITIES

The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include wastewater treatment facility expansions, sanitary sewer lift stations and existing lift station improvements, sanitary sewer collection systems and existing sanitary sewer collection system expansion, water distribution systems and existing water distribution systems improvements, water production, water storage, and water treatment facilities and existing water storage and treatment facility expansion, including but not limited to water wells, water storage tanks, and booster pump systems.

### 4.2 2018 CAPITAL IMPROVEMENT PLAN

The original planned projects; including estimated costs; from the 2018 Impact Fee Study prepared by ARKK Engineers, LLC. are shown in **TABLE 4.1**.

**TABLE 4.1 ORIGINAL CAPITAL IMPROVEMENT PROJECTS (2018)**

| CIP PROJECT                                                                                                                                                              | YEAR | COST                | GROWTH ALLOCATION, % | COST RELATED TO GROWTH |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------|----------------------|------------------------|
| <b>WASTEWATER PROJECTS</b>                                                                                                                                               |      |                     |                      |                        |
| Wastewater Treatment Capacity to Serve 10 Year Projected Growth (Basis - 315 gallons per day per new connection at estimated \$6.00 per gallon treatment cost)           | 2019 | \$1,924,020         | 100%                 | \$1,924,020            |
| Influent Lift Station                                                                                                                                                    | 2019 | \$3,450,000         | 15%                  | \$506,000              |
| <b>WASTEWATER TOTAL</b>                                                                                                                                                  |      | <b>\$5,374,020</b>  |                      | <b>\$2,430,020</b>     |
| <b>WATER PROJECTS</b>                                                                                                                                                    |      |                     |                      |                        |
| 12" Water Distribution Line, Cedar to Magnolia (Phase 1)                                                                                                                 | 2019 | \$397,520           | 50%                  | \$198,760              |
| 12" Water Distribution Line, Stonewall to IH 45 (Phase 2)                                                                                                                | 2022 | \$1,393,350         | 75%                  | \$1,045,013            |
| 12" Water Distribution Line, Westward to Newman (Phase 3)                                                                                                                | 2024 | \$1,098,920         | 75%                  | \$824,190              |
| 12" Water Distribution Line, 12th to Stubbs (Phase 4)                                                                                                                    | 2026 | \$1,370,490         | 5%                   | \$68,525               |
| Water Supply Capacity Purchase from GCWA to Service 10 Year Growth (Basis - 2015 Purchase of GCWA Mackey Plant surface water capacity, Texas City/ League City from NRG) | 2019 | \$1,223,377         | 100%                 | \$1,223,377            |
| <b>WATER TOTAL</b>                                                                                                                                                       |      | <b>\$5,483,657</b>  |                      | <b>\$3,359,865</b>     |
| <b>TOTALS</b>                                                                                                                                                            |      | <b>\$10,857,677</b> |                      | <b>\$5,789,885</b>     |

As of 2023, no projects have been completed. However, several projects are currently in the design phase and partially under construction.

#### 4.3 CAPITAL IMPROVEMENT PROJECTS (2023 UPDATE)

The eligible water and wastewater projects for Impact Fee consideration are shown in **TABLE 4.2**. This includes proposed CIP projects, and proposed improvements to existing facilities that have excess capacity which can serve some or all of the projected growth during the study period.

For the existing facilities, their design capacity was evaluated against existing demands and projected growth, to determine the prorated value for growth during the study period. **EXHIBIT D (Water)** and **EXHIBIT E (Wastewater)** show the Capital Improvement Plan Project Maps.

**TABLE 4.2 CAPITAL IMPROVEMENT PROJECTS**

| <b>WASTEWATER PROJECTS</b>             |                                                                                                                                                                        |                     |                                  |                                               |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------|-----------------------------------------------|
| <b>CAPITAL IMPROVEMENT PROJECT NO.</b> | <b>PROJECT NAME</b>                                                                                                                                                    | <b>PROJECT COST</b> | <b>PERCENT RELATED TO GROWTH</b> | <b>PROJECT COST APPLICABLE TO IMPACT FEES</b> |
| 1                                      | University of Houston Tract Development                                                                                                                                | \$2,033,100         | 100%                             | \$2,033,100                                   |
| 2                                      | Lift Station #16 Upgrade                                                                                                                                               | \$506,250           | 100%                             | \$506,250                                     |
| 3                                      | Influent Lift Station Modification                                                                                                                                     | \$1,687,500         | 15%                              | \$253,125                                     |
| 4                                      | Wastewater Treatment Capacity to Serve 10 Year Projected Growth <i>(Basis – 315 gallons per day per new connection at estimated \$16.00 per gallon treatment cost)</i> | \$15,498,000        | 100%                             | \$15,498,000                                  |
| 5                                      | Newman Road Sanitary Sewer Extension                                                                                                                                   | \$798,270           | 100%                             | \$798,270                                     |
| <b>WASTEWATER TOTAL</b>                |                                                                                                                                                                        | <b>\$20,523,120</b> |                                  | <b>\$19,088,745</b>                           |
| <b>WATER PROJECTS</b>                  |                                                                                                                                                                        |                     |                                  |                                               |
| <b>CAPITAL IMPROVEMENT PROJECT NO.</b> | <b>PROJECT NAME</b>                                                                                                                                                    | <b>PROJECT COST</b> | <b>PERCENT RELATED TO GROWTH</b> | <b>PROJECT COST APPLICABLE TO IMPACT FEES</b> |
| 1                                      | University of Houston Tract Water Distribution System                                                                                                                  | \$491,400           | 100%                             | \$491,400                                     |
| 2                                      | Elevated Storage Tank at Takepoint #2                                                                                                                                  | \$5,400,000         | 100%                             | \$5,400,000                                   |
| 3                                      | 12" Water Distribution Line, Cedar to Magnolia (Phase 1)                                                                                                               | \$912,308           | 50%                              | \$456,154                                     |
| 4                                      | 12" Water Distribution Line, Stonewall to IH 45 (Phase 2)                                                                                                              | \$3,197,738         | 75%                              | \$2,398,304                                   |
| 5                                      | 12" Water Distribution Line, Westward to Newman (Phase 3)                                                                                                              | \$3,404,728         | 75%                              | \$2,553,546                                   |
| 6                                      | 12" Water Distribution Line, 12th to Stubbs (Phase 4)                                                                                                                  | \$3,145,275         | 5%                               | \$157,264                                     |
| 7                                      | 12" Water Distribution Line, 12th Street to Highway 146                                                                                                                | \$653,144           | 100%                             | \$653,144                                     |
| 8                                      | Water Supply Capacity Purchase from GCWA to Service 10 Year Growth <i>(Basis – 2015 Purchase of GCWA Mackey Plant surface water capacity)</i>                          | \$2,017,811         | 100%                             | \$2,017,811                                   |
| <b>WATER TOTAL</b>                     |                                                                                                                                                                        | <b>\$19,222,404</b> |                                  | <b>\$14,127,623</b>                           |
| <b>TOTALS</b>                          |                                                                                                                                                                        | <b>\$39,745,524</b> |                                  | <b>\$33,216,368</b>                           |

## 5. IMPACT FEE CALCULATION

This section includes the determination of interest costs for the CIP, service unit equivalency and projections, and the maximum impact fee amount.

The capital improvement costs included in the impact fee calculation will include the portion of the previously identified CIP projects that are directly related to new growth. Some of the projects will include expansion of existing facilities to provide new capacity for future growth. The previous table (**TABLE 4.2**) show the proposed CIP Costs Summary, reflecting costs prorated for new development to be used in the impact fee calculation.

### 5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP projects listed in **TABLE 4.2** are eligible for reimbursement in accordance with the Impact Fee Legislation. This update reflects an estimated interest rate of 2.5% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee is calculated in **TABLE 5.1** below:

**TABLE 5.1 TOTAL INTEREST EXPENSE**

|                                           | <b>WATER</b>    | <b>WASTEWATER</b> |
|-------------------------------------------|-----------------|-------------------|
| <b>Project Cost (Rated for Inflation)</b> | \$14,127,622.63 | \$19,088,745.00   |
| <b>Interest Rate</b>                      | 2.50%           | 2.50%             |
| <b>Term (Years)</b>                       | 20              | 20                |
| <b>Total Interest</b>                     | \$3,839,420.82  | \$5,187,689.88    |
| <b>Total Eligible Cost w/ Interest</b>    | \$17,967,043.44 | \$24,276,434.88   |

### 5.2 EQUIVALENT SERVICE UNIT DETERMINATION

The equivalent meter/ESU was selected in the 2018 report as the method of measurement for consumption by new growth for impact fee purposes. The water meter serves as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a ¾ inch (3/4") meter.

The 5/8" and 3/4" meters were selected because it represents the water meter size for an average single family dwelling. Equivalency factors are provided for larger meter sizes as developed by the American Water Works Association, as seen in **TABLE 5.2**



**TABLE 5.2 WATER METER EQUIVALENCY FACTORS**

| METER SIZE<br>(INCHES) | EQUIVALENCY<br>FACTOR |
|------------------------|-----------------------|
| 5/8 OR 3/4             | 1                     |
| 1"                     | 1.67                  |
| 1 1/2"                 | 3.33                  |
| 2"                     | 5.33                  |
| 3" Compound            | 10                    |
| 4" Compound            | 16.67                 |
| 6" Compound            | 33.33                 |
| 8" Compound            | 53.33                 |
| 10" Compound           | 76.67                 |

**TABLE 5.3** uses these equivalency factors and the total existing meter count provided by the City of La Marque Water Billing Department to determine the total equivalent meters in the system can be determined.

**TABLE 5.3 EQUIVALENT METER FACTORS**

| SIZE     | NO. OF<br>METERS | ESU/EQUIV.   | ESU<br>2022 |
|----------|------------------|--------------|-------------|
| 3/4"     | 7459             | 1            | 7459        |
| 1"       | 160              | 1.67         | 267         |
| 2" Meter | 146              | 5.33         | 778         |
| 2"       | 6                | 5.33         | 32          |
| 4"       | 5                | 16.67        | 83          |
| 6"       | 3                | 33.33        | 100         |
| 8"       | 3                | 53.33        | 160         |
| 10"      | 1                | 76.67        | 77          |
|          |                  | <b>TOTAL</b> | 8956        |

A "population per equivalent meter" to factor in residential and commercial meters was also calculated. The 2023 calculation is as follows:

**2023 Population per Equivalent meter**

$$\frac{25,667 - 19,664 \text{ (Increase in Population, 2023 - 2033)}}{2,500 \text{ (Projected Increase in ESU)}} = 2.4$$

### 5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10 year planning period. The fee for various meter sizes is then determined by applying the factors provided in **TABLE 5.2** for all meters larger than the standard ¾" residential meter. The maximum assessable impact fee for the City of La Marque for water and wastewater is calculated as follows:

#### **MAXIMUM WATER IMPACT FEE**

$$\frac{\$17,967,043.44 \text{ (Cost of Water CIP Projects)}}{2,500 \text{ (Projected Increase in ESU)}} = \$7,186.82$$

#### **MAXIMUM WASTEWATER IMPACT FEE**

$$\frac{\$24,276,434.88 \text{ (Cost of Wastewater CIP Projects)}}{2,500 \text{ (Projected Increase in ESU)}} = \$9,710.57$$

Chapter 395 of the Local Government Code was amended in 2001 requiring the City to provide a credit for the following:

*Section 395.014 Paragraph a (7):*

*(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or*

*(B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.*

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum.

In 2018, the maximum calculated fees were \$2,196 for water and \$1,588 for wastewater. This impact fee value has remained unchanged.

For this update (2023), the maximum allowable impact fee proposed is calculated as follows:

$$50\% \text{ of Water CIP Costs per Equivalent Meter} = \$7,186.82 \times 50\% = \mathbf{\$3,593.41}$$

$$50\% \text{ of Wastewater CIP Costs per Equivalent Meter} = \$9,710.57 \times 50\% = \mathbf{\$4,855.29}$$

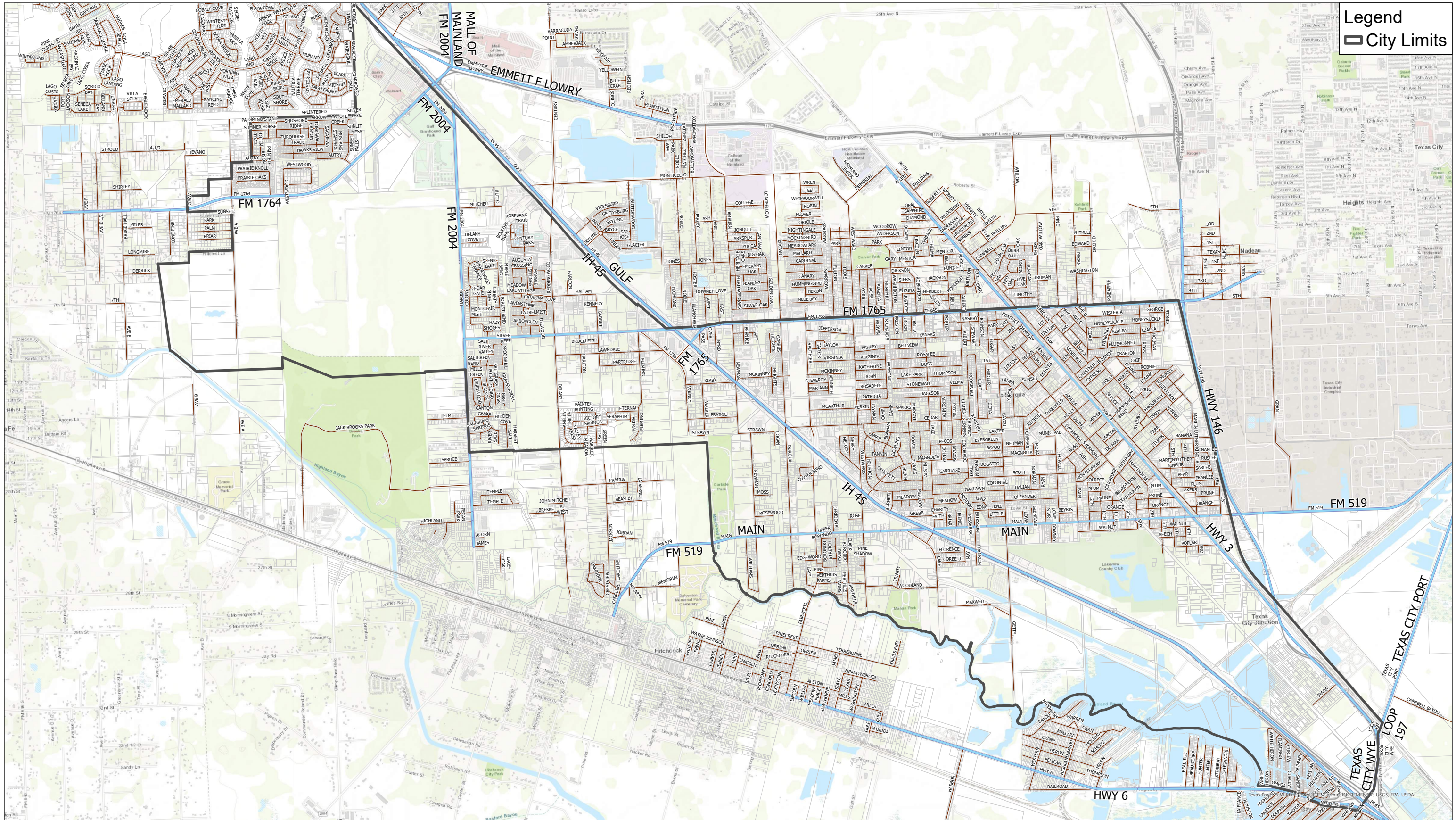
## 5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2023 fee amounts to be recommended to City Council are as shown in **TABLE 5.4** below:

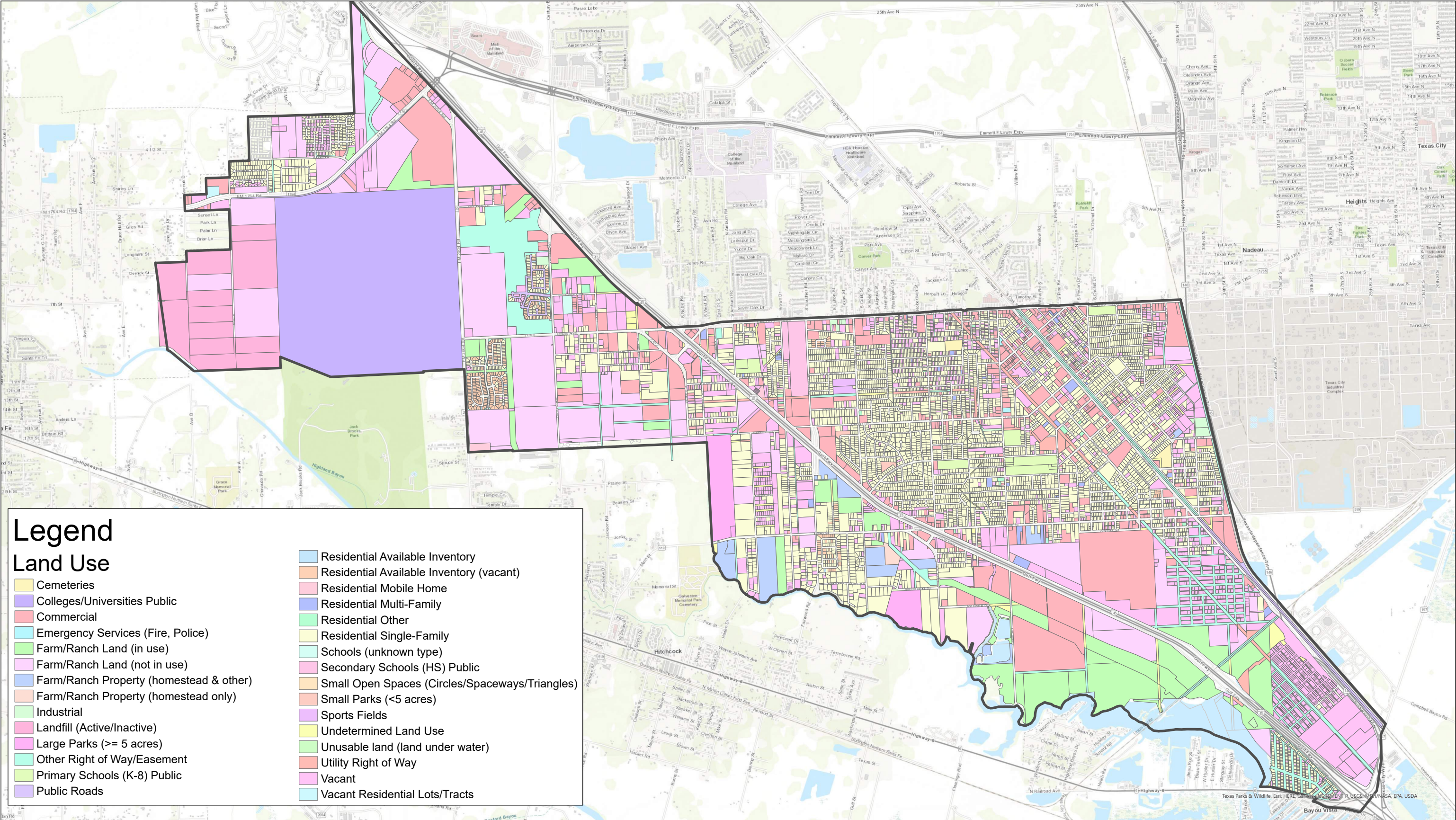
**TABLE 5.4 RECOMMENDED FEE AMOUNTS**

| TYPE                                                                                                                                                                                                                                                | CURRENT FEE                                | 2023 UPDATE MAX FEE W/ 50% CREDIT | RECOMMENDED FEE  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------|------------------|
| Water                                                                                                                                                                                                                                               | \$2,190                                    | \$3,593.41                        |                  |
| Wastewater                                                                                                                                                                                                                                          | \$1,580                                    | \$4,855.29                        |                  |
| Total (Water & Wastewater)                                                                                                                                                                                                                          | \$3,770                                    | \$8,448.70                        |                  |
| MULTIPLYING FACTORS                                                                                                                                                                                                                                 |                                            |                                   |                  |
| Single Family Dwelling                                                                                                                                                                                                                              | = 1.0 ESFC (Single Family Equivalent Unit) |                                   |                  |
| Apartment Complex                                                                                                                                                                                                                                   | = 1.0 ESFC per living unit                 |                                   |                  |
| Hotel, Motel, Resort                                                                                                                                                                                                                                | = 0.8 ESFC per unit or room                |                                   |                  |
| Mobile Home                                                                                                                                                                                                                                         | = 1.0 ESFC per unit or room                |                                   |                  |
| Commercial, Retail, Institutional, Light Industrial, and all other non-residential development:                                                                                                                                                     |                                            |                                   |                  |
| METER SIZE                                                                                                                                                                                                                                          | FACTOR                                     | UNIT                              | TOTAL IMPACT FEE |
| 5/8" - 3/4"                                                                                                                                                                                                                                         | 1                                          | ESFC's                            |                  |
| 1"                                                                                                                                                                                                                                                  | 1.67                                       | ESFC's                            |                  |
| 1.5"                                                                                                                                                                                                                                                | 3.33                                       | ESFC's                            |                  |
| 2", All Types                                                                                                                                                                                                                                       | 5.33                                       | ESFC's                            |                  |
| 3" Compound                                                                                                                                                                                                                                         | 10.67                                      | ESFC's                            |                  |
| 3" Turbine                                                                                                                                                                                                                                          | 11.67                                      | ESFC's                            |                  |
| 4" Compound                                                                                                                                                                                                                                         | 16.67                                      | ESFC's                            |                  |
| 4" Turbine                                                                                                                                                                                                                                          | 21                                         | ESFC's                            |                  |
| 6" Compound                                                                                                                                                                                                                                         | 33.33                                      | ESFC's                            |                  |
| 6" Turbine                                                                                                                                                                                                                                          | 43.33                                      | ESFC's                            |                  |
| 8" Compound                                                                                                                                                                                                                                         | 53.33                                      | ESFC's                            |                  |
| 8" Turbine                                                                                                                                                                                                                                          | 93.33                                      | ESFC's                            |                  |
| 10" Compound                                                                                                                                                                                                                                        | 76.67                                      | ESFC's                            |                  |
| 10" Turbine                                                                                                                                                                                                                                         | 140                                        | ESFC's                            |                  |
| 12" All Types                                                                                                                                                                                                                                       | 176.67                                     | ESFC's                            |                  |
| <b>Note 1:</b> When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.                                                                                        |                                            |                                   |                  |
| <b>Note 2:</b> When building fire flow systems are combined with other building systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow. |                                            |                                   |                  |

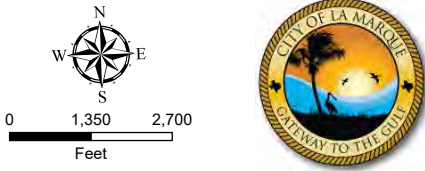




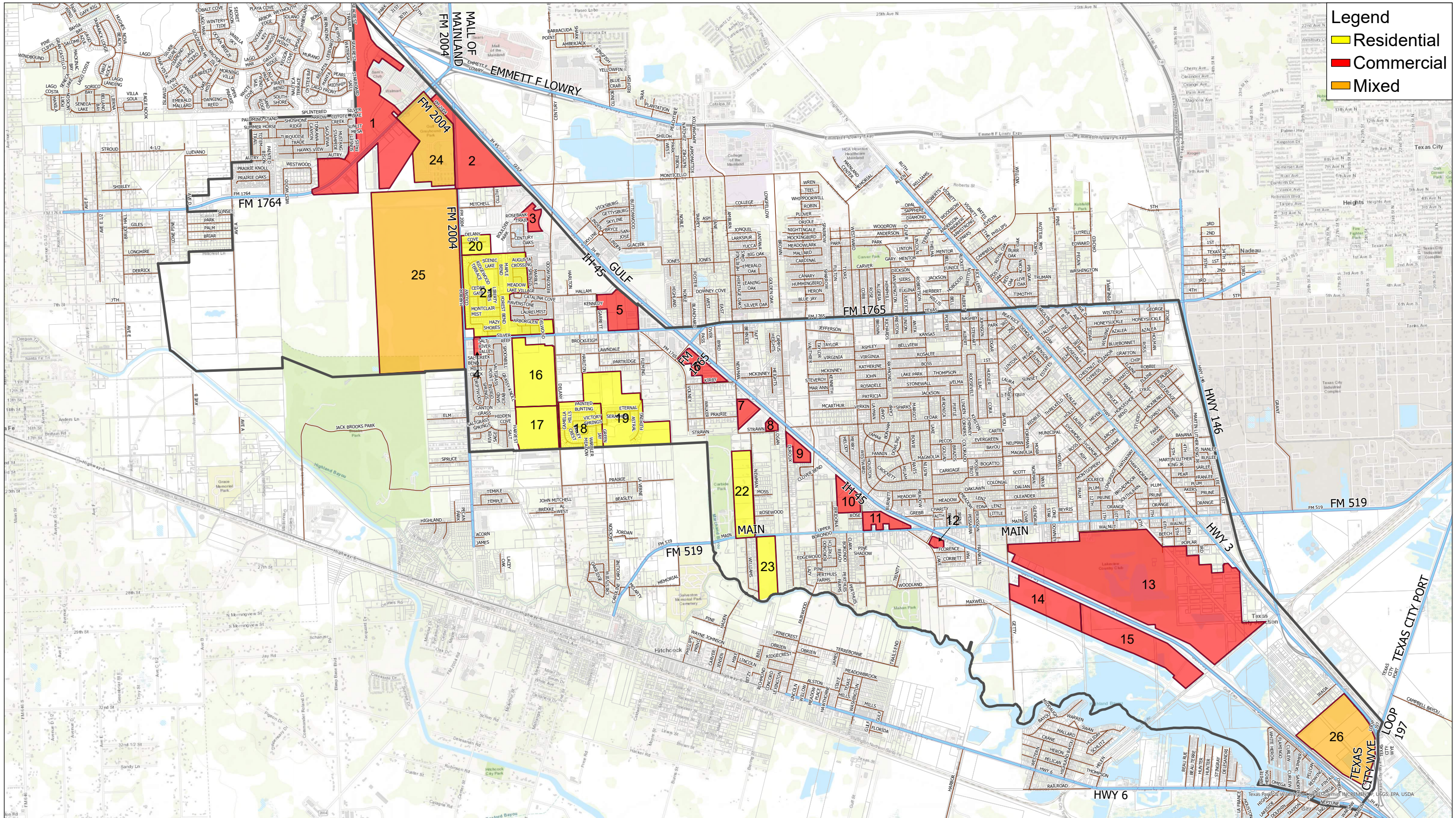




**City of La Marque**  
**Land Use Map**  
**Exhibit B**





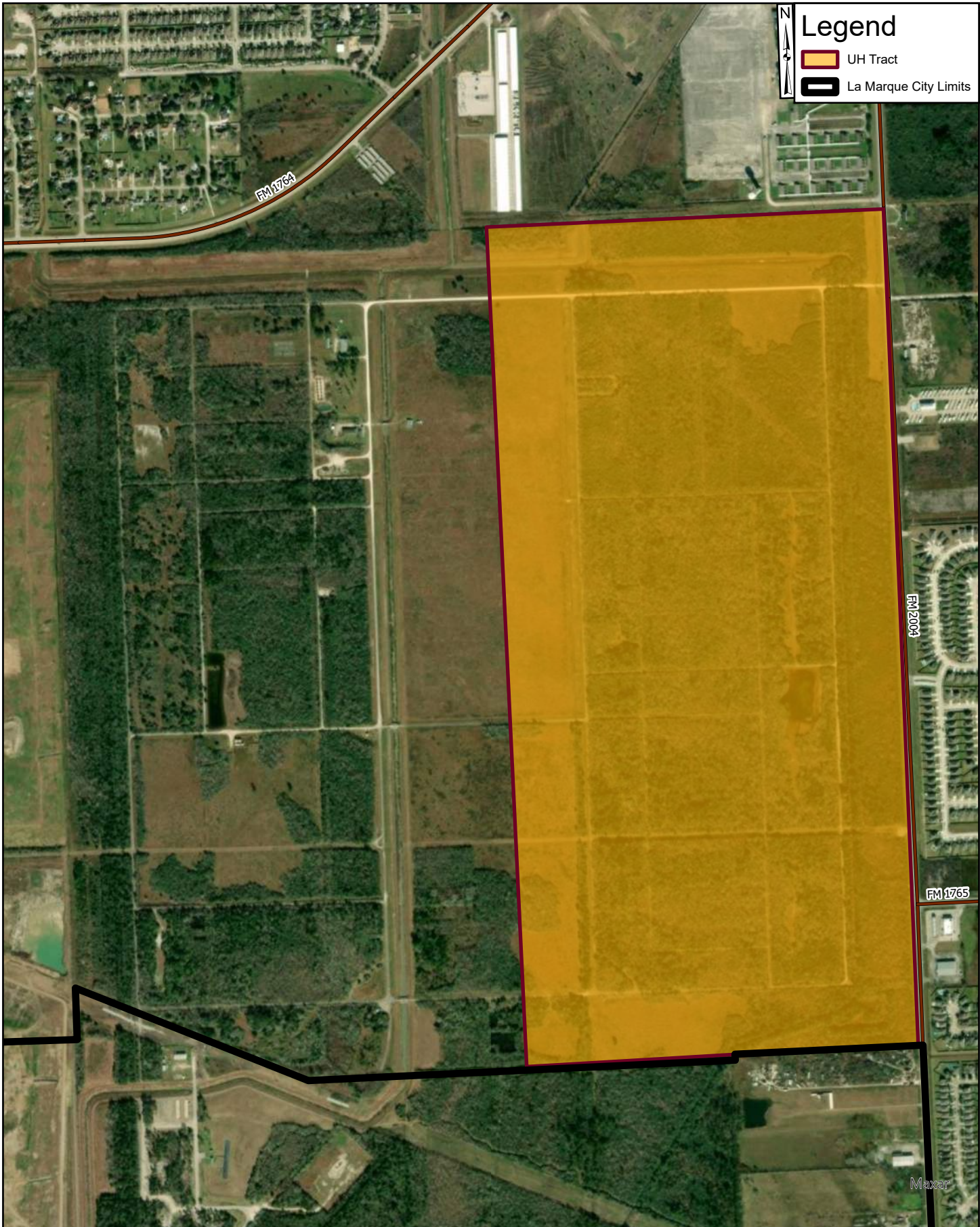




# Exhibit D

## Impact Fee Study

### Water Capital Improvement Plan Projects

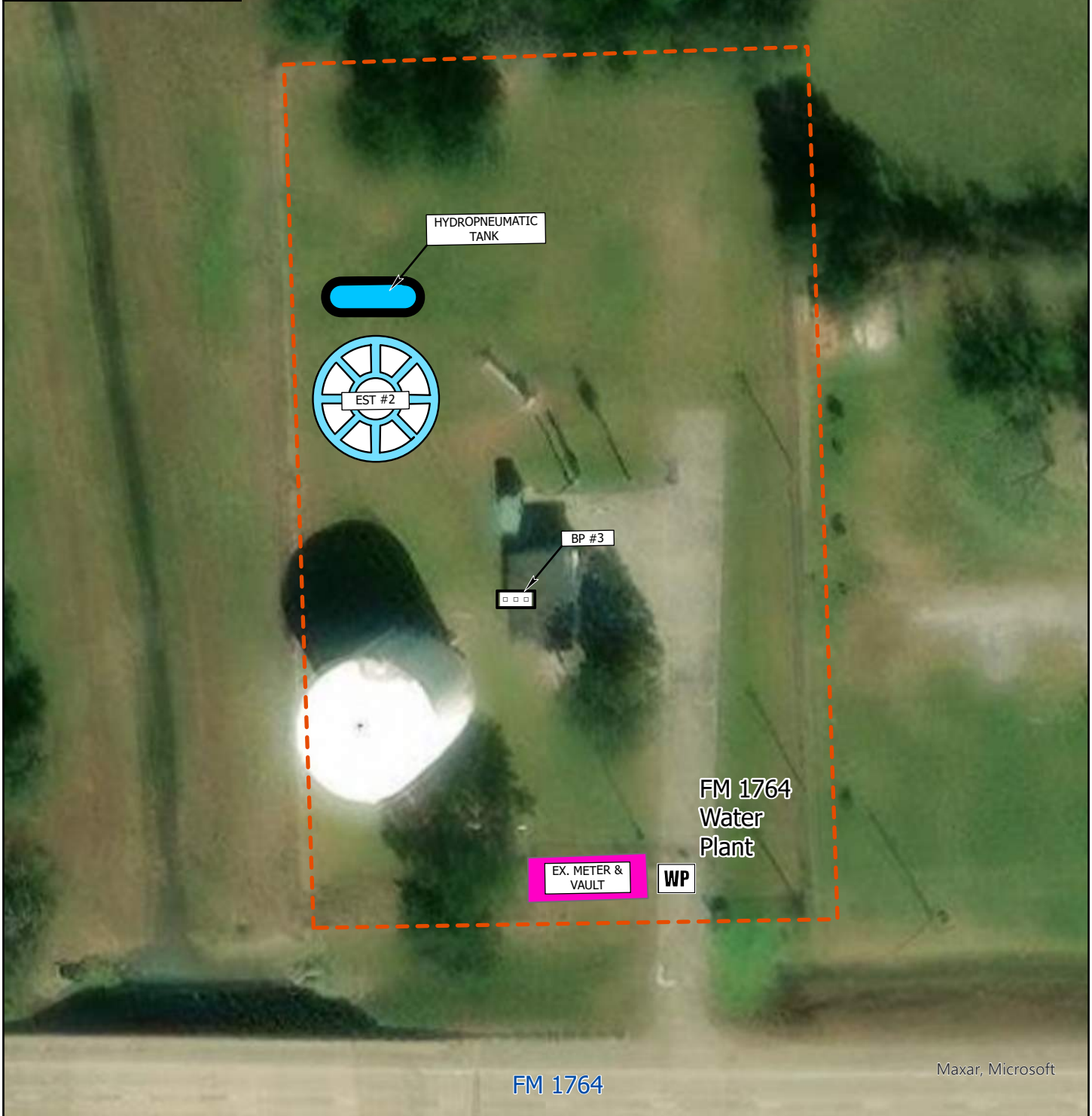




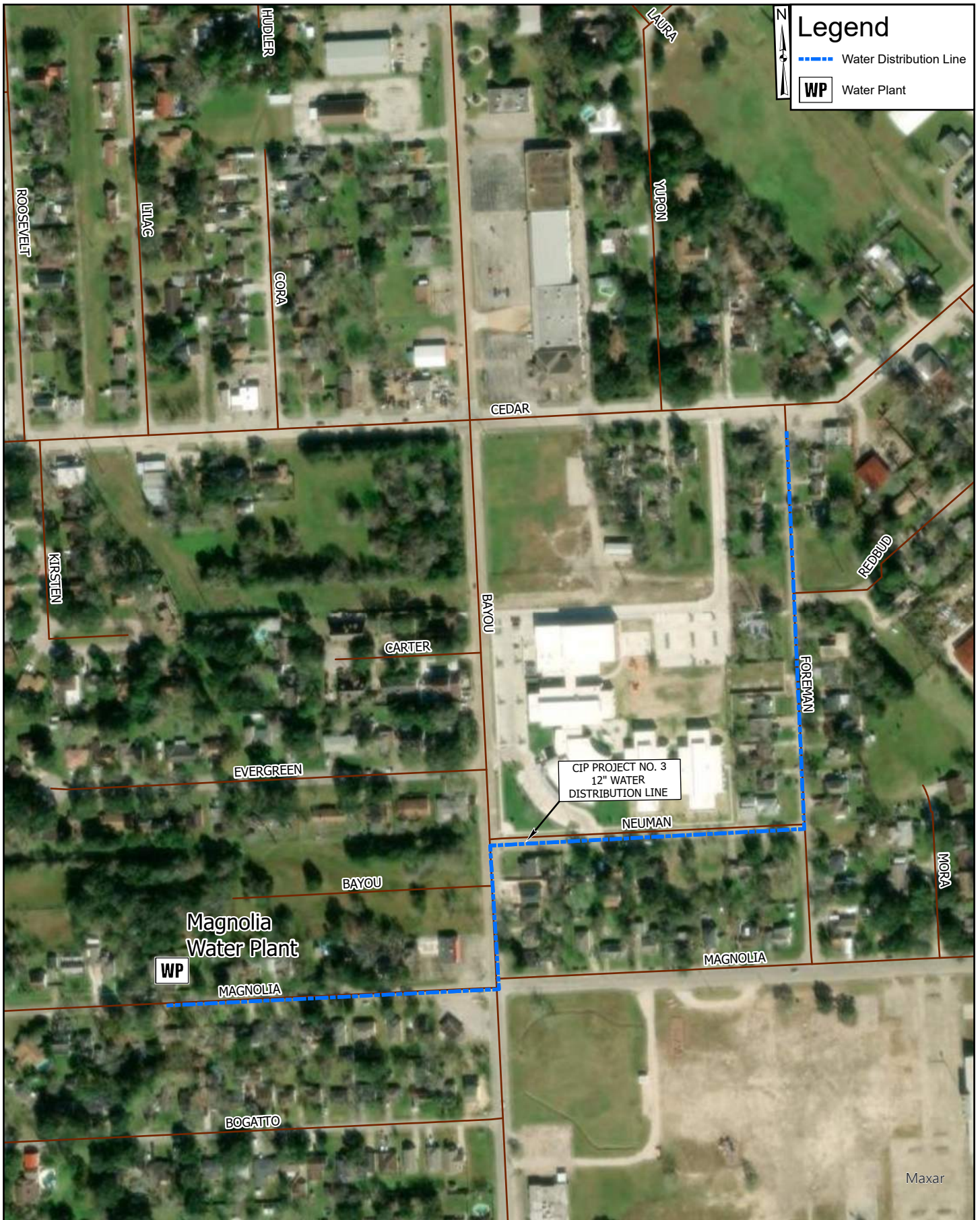


# Legend

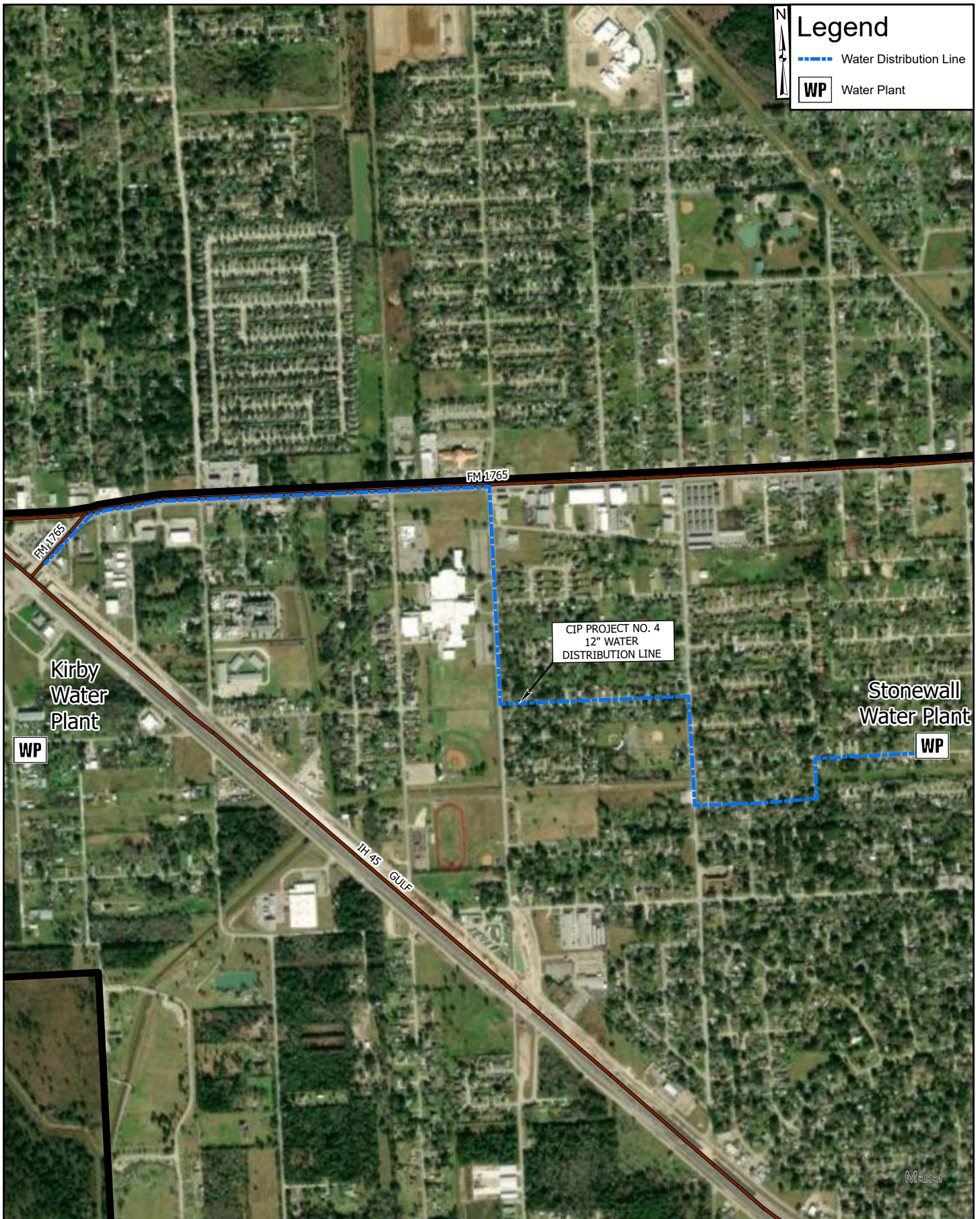
Facility Boundary









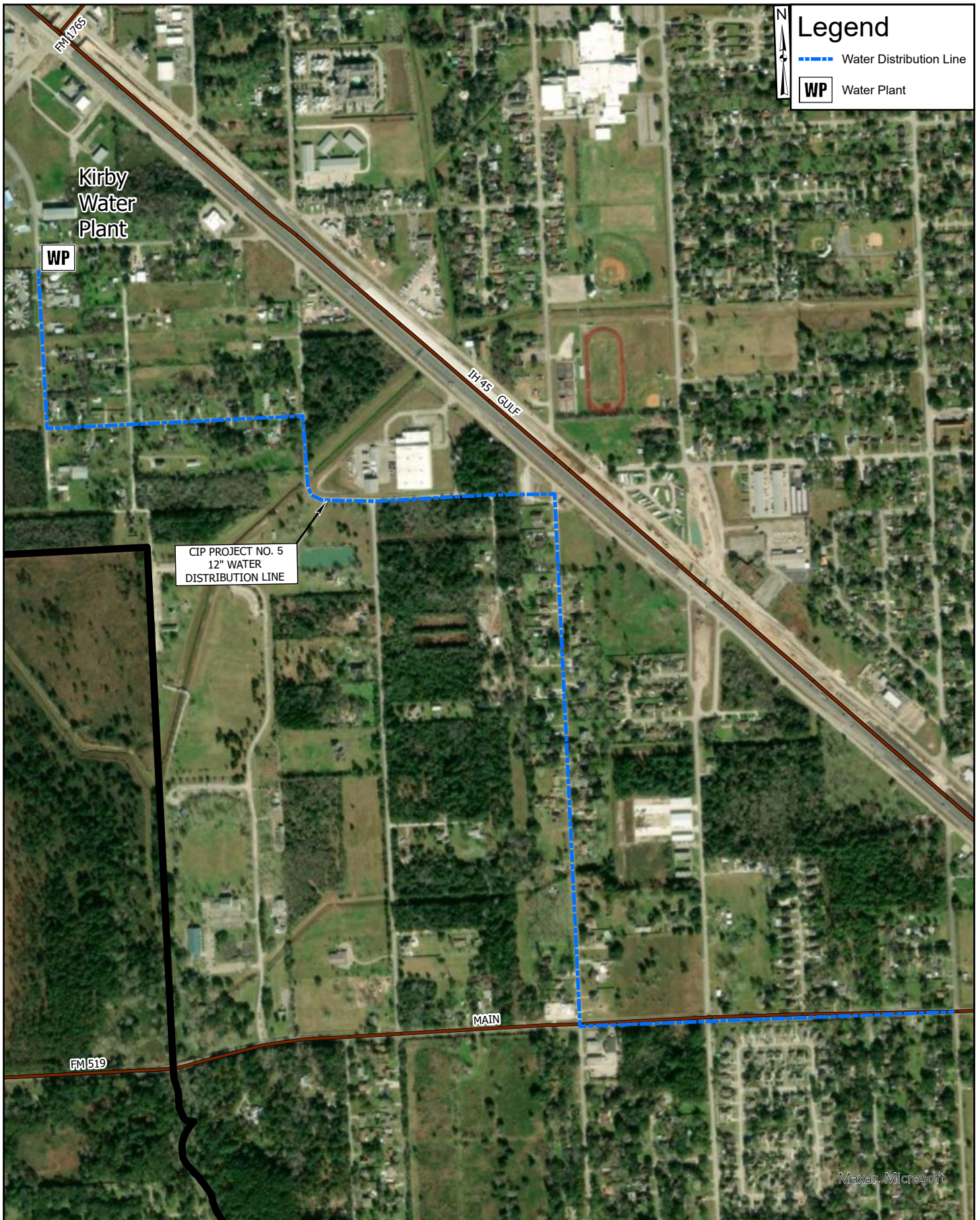


**Legend**

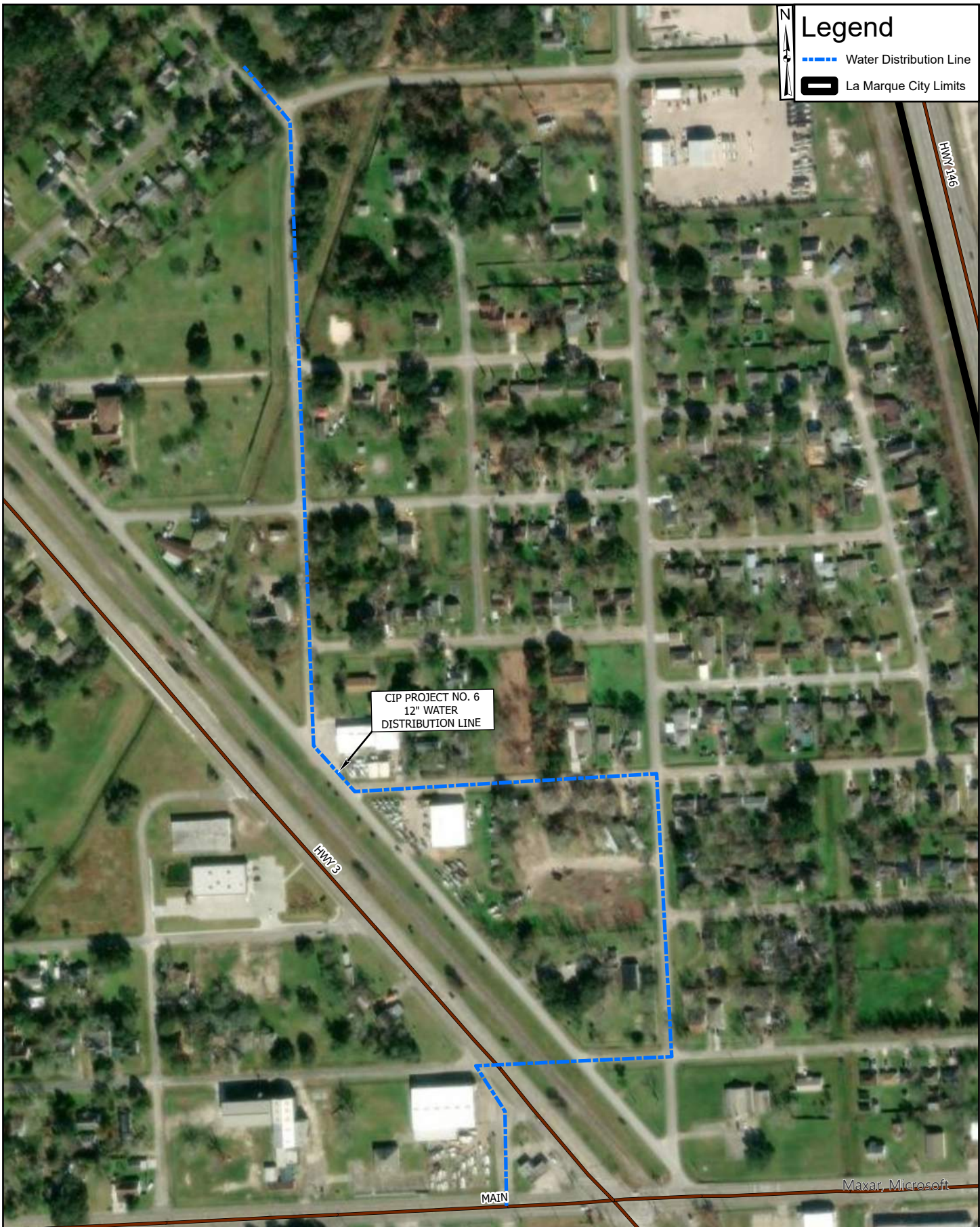
--- Water Distribution Line

**WP** Water Plant











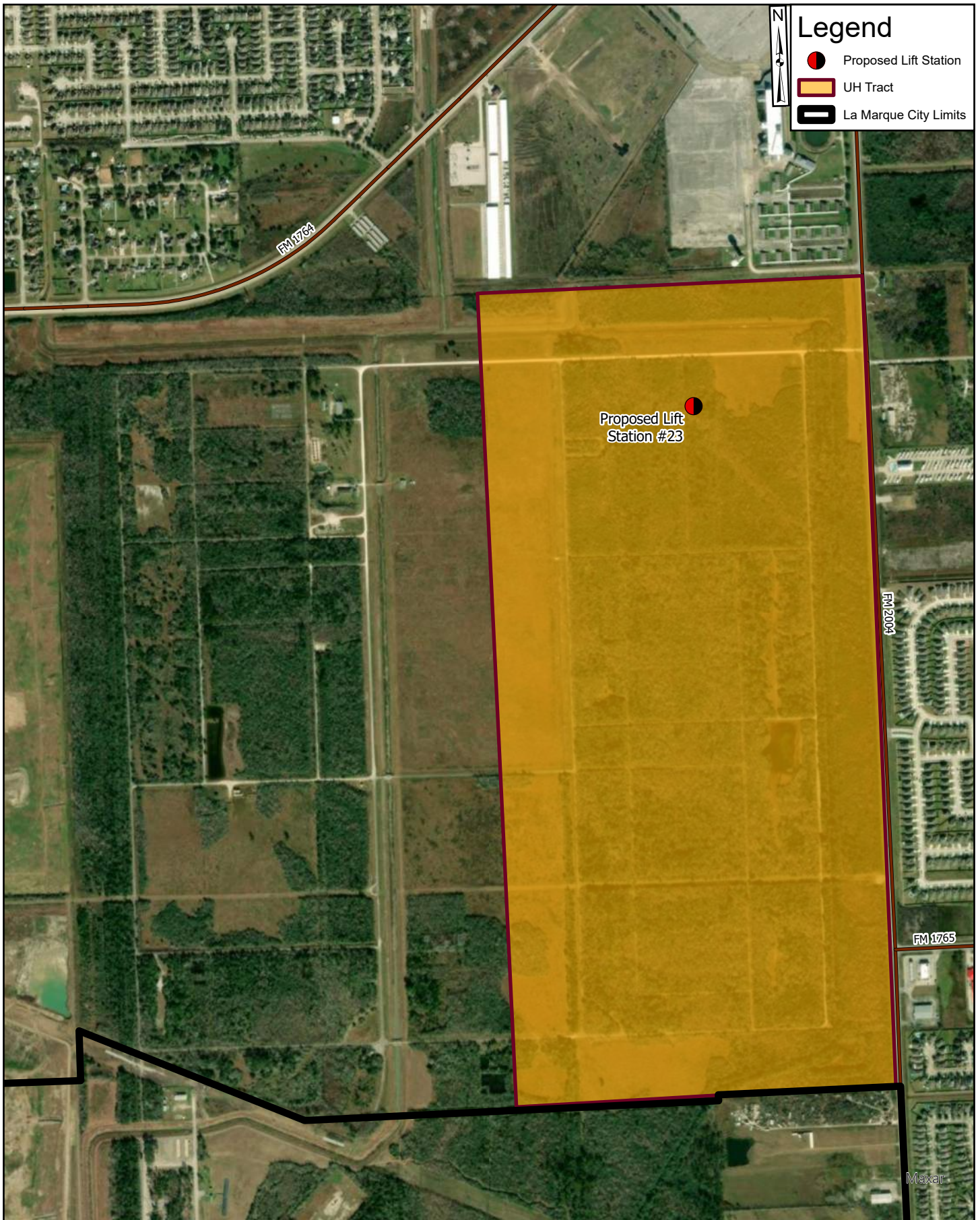




# Exhibit E

## Impact Fee Study

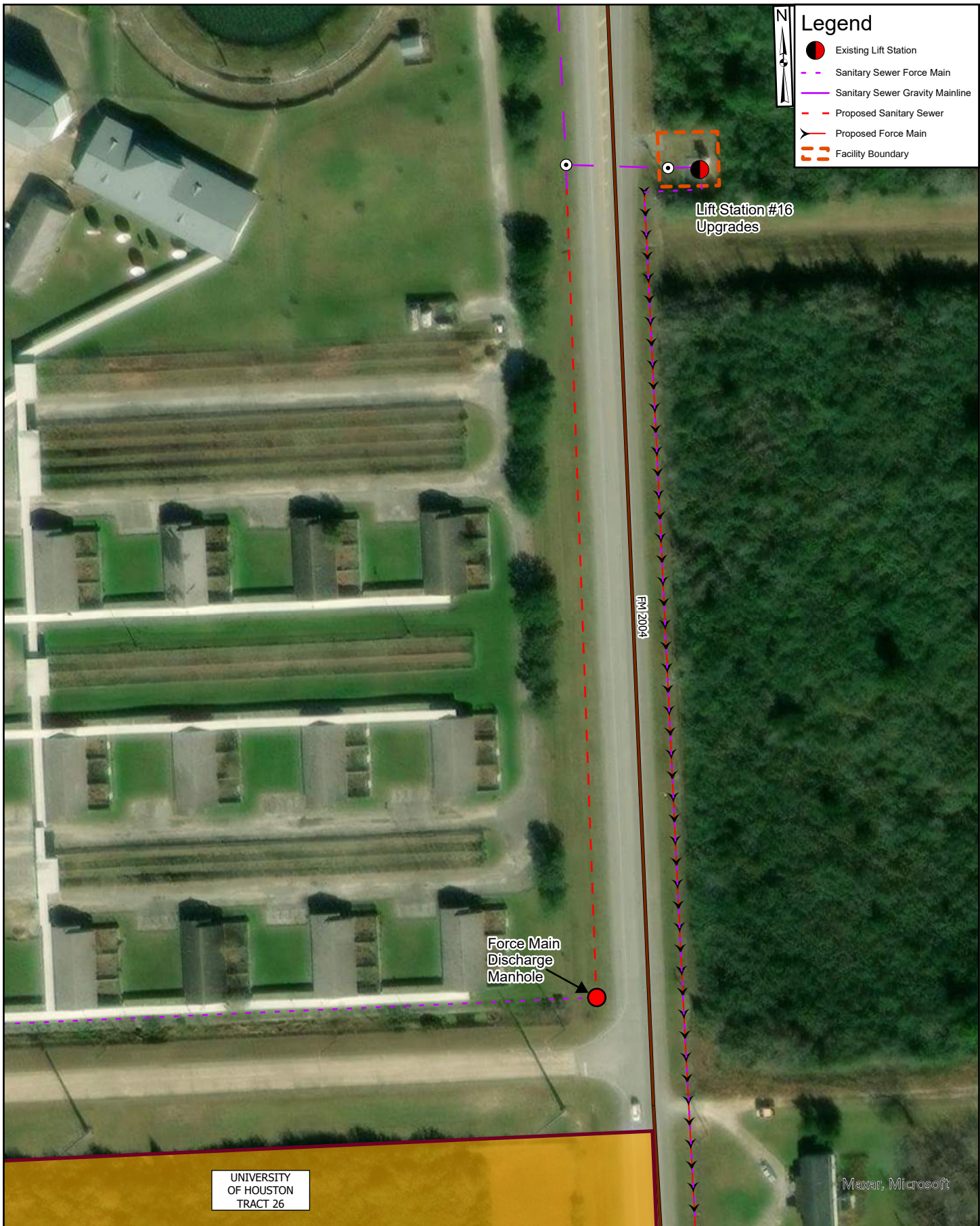
### Wastewater Capital Improvement Plan Projects



**Legend**

- Proposed Lift Station
- UH Tract
- ▬ La Marque City Limits















# APPENDIX A

## Impact Fee Study

### Water Capital Improvement Plan Projects Cost Estimates

**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 1**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: University of Houston Tract Water Distribution System

|                    |                   |          |      |            | TOTAL     |
|--------------------|-------------------|----------|------|------------|-----------|
| ITEM NO.           | DESCRIPTION       | QUANTITY | UNIT | UNIT PRICE | ITEM COST |
| 1                  | 6-Inch PVC, C-900 | 10,000   | LF   | \$25       | \$250,000 |
| 2                  | 6-Inch Gate Valve | 10       | EA   | \$1,400    | \$14,000  |
| 3                  | Fire Hydrant      | 20       | EA   | \$5,000    | \$100,000 |
| Subtotal:          |                   |          |      |            | \$364,000 |
| Contingency (20%): |                   |          |      |            | \$72,800  |
| Engineering (15%): |                   |          |      |            | \$54,600  |
| Total:             |                   |          |      |            | \$491,400 |

**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 2**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: Elevated Storage Tank at Takepoint #2

|                    |                                       |          |      | TOTAL       |
|--------------------|---------------------------------------|----------|------|-------------|
| ITEM NO.           | DESCRIPTION                           | QUANTITY | UNIT | UNIT PRICE  |
|                    |                                       |          |      | ITEM COST   |
| 1                  | Elevated Storage Tank at Takepoint #2 | 1        | LS   | \$4,000,000 |
|                    |                                       |          |      | \$4,000,000 |
| Subtotal:          |                                       |          |      | \$4,000,000 |
| Contingency (20%): |                                       |          |      | \$800,000   |
| Engineering (15%): |                                       |          |      | \$600,000   |
| Total:             |                                       |          |      | \$5,400,000 |



**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 3**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, Cedar to Magnolia (Phase 1)

|          |                                 |          |                    |            | TOTAL     |
|----------|---------------------------------|----------|--------------------|------------|-----------|
| ITEM NO. | DESCRIPTION                     | QUANTITY | UNIT               | UNIT PRICE | ITEM COST |
| 1        | Water Distribution Line Upgrade | 1        | LS                 | \$675,784  | \$675,784 |
|          |                                 |          | Subtotal:          |            | \$675,784 |
|          |                                 |          | Contingency (20%): |            | \$135,157 |
|          |                                 |          | Engineering (15%): |            | \$101,368 |
|          |                                 |          | Total:             |            | \$912,308 |

**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 4**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, Stonewall to IH 45 (Phase 2)

| ITEM NO.           | DESCRIPTION                     | QUANTITY | UNIT | UNIT PRICE  | TOTAL<br>ITEM COST |
|--------------------|---------------------------------|----------|------|-------------|--------------------|
| 1                  | Water Distribution Line Upgrade | 1        | LS   | \$2,368,695 | \$2,368,695        |
| Subtotal:          |                                 |          |      |             | \$2,368,695        |
| Contingency (20%): |                                 |          |      |             | \$473,739          |
| Engineering (15%): |                                 |          |      |             | \$355,304          |
| Total:             |                                 |          |      |             | \$3,197,738        |

**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 5**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, Westward to Newman (Phase 3)

| ITEM NO.           | DESCRIPTION                     | QUANTITY | UNIT | UNIT PRICE  | TOTAL<br>ITEM COST |
|--------------------|---------------------------------|----------|------|-------------|--------------------|
| 1                  | Water Distribution Line Upgrade | 1        | LS   | \$2,522,021 | \$2,522,021        |
| Subtotal:          |                                 |          |      |             | \$2,522,021        |
| Contingency (20%): |                                 |          |      |             | \$504,404          |
| Engineering (15%): |                                 |          |      |             | \$378,303          |
| Total:             |                                 |          |      |             | \$3,404,728        |

**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 6**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, 12th to Stubbs (Phase 4)

| ITEM NO.           | DESCRIPTION                     | QUANTITY | UNIT | UNIT PRICE  | TOTAL<br>ITEM COST |
|--------------------|---------------------------------|----------|------|-------------|--------------------|
| 1                  | Water Distribution Line Upgrade | 1        | LS   | \$2,329,833 | \$2,329,833        |
| Subtotal:          |                                 |          |      |             | \$2,329,833        |
| Contingency (20%): |                                 |          |      |             | \$465,967          |
| Engineering (15%): |                                 |          |      |             | \$349,475          |
| Total:             |                                 |          |      |             | \$3,145,275        |



**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 7**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: 12" Water Distribution Line, 12th Street to Highway 146

| ITEM NO.           | DESCRIPTION        | QUANTITY | UNIT | UNIT PRICE | TOTAL     |
|--------------------|--------------------|----------|------|------------|-----------|
|                    |                    |          |      |            | ITEM COST |
| 1                  | 12-Inch PVC, C-900 | 5,763    | LF   | \$70       | \$403,410 |
| 2                  | 12-Inch Gate Valve | 6        | EA   | \$3,400    | \$20,400  |
| 3                  | Fire Hydrant       | 12       | EA   | \$5,000    | \$60,000  |
| Subtotal:          |                    |          |      |            | \$483,810 |
| Contingency (20%): |                    |          |      |            | \$96,762  |
| Engineering (15%): |                    |          |      |            | \$72,572  |
| Total:             |                    |          |      |            | \$653,144 |

**CITY OF LA MARQUE**  
**Impact Fee Study - Water CIP Project No. 8**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: Water Supply Capacity Purchase

|          |             |                    |      |             | TOTAL       |
|----------|-------------|--------------------|------|-------------|-------------|
| ITEM NO. | DESCRIPTION | QUANTITY           | UNIT | UNIT PRICE  | ITEM COST   |
| 1        | Capacity    | 1                  | LS   | \$1,494,675 | \$1,494,675 |
|          |             | Subtotal:          |      |             | \$1,494,675 |
|          |             | Contingency (20%): |      |             | \$298,935   |
|          |             | Engineering (15%): |      |             | \$224,201   |
|          |             | Total:             |      |             | \$2,017,811 |

# APPENDIX B

## Impact Fee Study

## Wastewater Capital

## Improvement Plan Projects

## Cost Estimates

**CITY OF LA MARQUE**  
**Impact Fee Study - Wastewater CIP Project No. 1**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: University of Houston Tract Development

| ITEM NO.           | DESCRIPTION               | QUANTITY | UNIT | UNIT PRICE | TOTAL<br>ITEM COST |
|--------------------|---------------------------|----------|------|------------|--------------------|
| 1                  | Lift Station              | 1        | LS   | \$550,000  | \$550,000          |
| 2                  | Generator                 | 1        | LS   | \$150,000  | \$150,000          |
| 3                  | Sanitary Sewer Collection | 1        | LS   | \$750,000  | \$750,000          |
| 4                  | 6-Inch Forcemain          | 1        | LS   | \$56,000   | \$56,000           |
| Subtotal:          |                           |          |      |            | \$1,506,000        |
| Contingency (20%): |                           |          |      |            | \$301,200          |
| Engineering (15%): |                           |          |      |            | \$225,900.00       |
| Total:             |                           |          |      |            | \$2,033,100        |



**CITY OF LA MARQUE**  
**Impact Fee Study - Wastewater CIP Project No. 2**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: Lift Station #16 Upgrade

|                    |                      |          |      | TOTAL       |
|--------------------|----------------------|----------|------|-------------|
| ITEM NO.           | DESCRIPTION          | QUANTITY | UNIT | ITEM COST   |
| 1                  | Lift Station Upgrade | 1        | LS   | \$375,000   |
| Subtotal:          |                      |          |      | \$375,000   |
| Contingency (20%): |                      |          |      | \$75,000    |
| Engineering (15%): |                      |          |      | \$56,250.00 |
| Total:             |                      |          |      | \$506,250   |

**CITY OF LA MARQUE**  
**Impact Fee Study - Wastewater CIP Project No. 3**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: Influent Lift Station Modification

|                    |                                |          |      | TOTAL       |
|--------------------|--------------------------------|----------|------|-------------|
| ITEM NO.           | DESCRIPTION                    | QUANTITY | UNIT | UNIT PRICE  |
|                    |                                |          |      | ITEM COST   |
| 1                  | Influent Lift Station Upgrades | 1        | LS   | \$1,250,000 |
| Subtotal:          |                                |          |      | \$1,250,000 |
| Contingency (20%): |                                |          |      | \$250,000   |
| Engineering (15%): |                                |          |      | \$187,500   |
| Total:             |                                |          |      | \$1,687,500 |

**CITY OF LA MARQUE**  
**Impact Fee Study - Wastewater CIP Project No. 4**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: Wastewater Treatment Capacity to Serve 10 Year Projected Growth

|          |                               |          |                    |              | TOTAL        |
|----------|-------------------------------|----------|--------------------|--------------|--------------|
| ITEM NO. | DESCRIPTION                   | QUANTITY | UNIT               | UNIT PRICE   | ITEM COST    |
| 1        | Wastewater Treatment Capacity | 1        | LS                 | \$12,600,000 | \$12,600,000 |
|          |                               |          | Subtotal:          |              | \$12,600,000 |
|          |                               |          | Contingency (20%): |              | \$2,520,000  |
|          |                               |          | Engineering (15%): |              | \$378,000    |
|          |                               |          | Total:             |              | \$15,498,000 |

**CITY OF LA MARQUE**  
**Impact Fee Study - Wastewater CIP Project No. 5**  
**Cost Estimate**

Adico, LLC - Consulting Engineers

Project Name: Newman Road Sanitary Sewer Extension

| ITEM NO.           | DESCRIPTION               | QUANTITY | UNIT | UNIT PRICE | TOTAL     |
|--------------------|---------------------------|----------|------|------------|-----------|
|                    |                           |          |      |            | ITEM COST |
| 1                  | 8" SDR 26, Sanitary Sewer | 5000     | LF   | \$115      | \$575,000 |
| 2                  | 16" Bore and Case         | 200      | LF   | \$170      | \$34,000  |
| 3                  | Manhole                   | 8        | EA   | \$5,000    | \$40,000  |
| Subtotal:          |                           |          |      |            | \$649,000 |
| Contingency (20%): |                           |          |      |            | \$129,800 |
| Engineering (15%): |                           |          |      |            | \$19,470  |
| Total:             |                           |          |      |            | \$798,270 |



## SURROUNDING CITIES IMPACT FEE COMPARISON

| Municipality            | Water Fee             | Sewer Fee             | Water and<br>Sewer Line<br>Improvements | Citywide<br>Total     |
|-------------------------|-----------------------|-----------------------|-----------------------------------------|-----------------------|
| <b><i>La Marque</i></b> | <b><i>\$2,190</i></b> | <b><i>\$1,580</i></b> |                                         | <b><i>\$3,770</i></b> |
| Alvin                   | \$1,960               | \$7,240               |                                         | \$9,200               |
| Pearland                | \$3,891               | \$5,374               |                                         | \$9,265               |
| League City             | \$9,074               | \$5,751               |                                         | \$14,825              |
| Sugarland               | \$738                 | \$2,281               | \$3,587                                 | \$6,606               |
| Friendswood             | \$3,721               | \$1,675               |                                         | \$5,396               |
| Manvel                  | \$2,441               | \$7,107               |                                         | \$9,548               |
| Galveston (6" sewer)    | \$3,427               | \$3,495               |                                         | \$6,922               |
| Iowa Colony             | \$2,350               | \$3,950               |                                         | \$6,300               |
| Texas City(West)        | \$2,800               | \$3,875               |                                         | \$6,675               |



## CITY COUNCIL AGENDA FORM

---

Meeting Date: April 14, 2025

Prepared by: Kasey Lott

Department: Development Services

Agenda Item: 9.I.

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

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### **AGENDA ITEM DESCRIPTION:**

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a commercial commonly known as ABST 2 S F Austin Sur Lot 57 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132682, 4715 Partridge St. La Marque, TX  
- *Development Services*

### **STAFF BRIEFING:**

A request for rezone was brought to the City by Jack Mazzola in December 2024. Due to posting / quorum issues in the beginning of the year, the issues were rectified, and this item was brought before the Planning and Zoning Commission on 3/25/2025. The Commission voted unanimously to recommend the approval of a rezoning of the property from Light Industrial (L-1) to Residential (R-1).

### **HISTORY:**

01.28.2025: Unable to make the Planning and Zoning agenda due to posting/mailing of certified letters issue  
02.25.2025: Planning and Zoning Commission did not have a quorum  
03.25.2025: Planning and Zoning Commission held a public hearing and approved the recommendation for rezoning of the property

### **FISCAL IMPACT:**

N/A

**ORDINANCE NO. O-2025-00**

**AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CITY’S ZONING MAP AND COMPREHENSIVE PLAN BY CHANGING THE ZONING REGULATIONS OF REAL PROPERTY COMMONLY KNOWN AS 4715 PARTRIDGE STREET LA MARQUE, TEXAS AND MORE PARTICULARLY DESCRIBED AS ABST 2 S F AUSTIN SUR LOT 57 GILBERT & NELSON UNRECORDED SUB/PARCEL ID NO. 132682 TO SINGLE FAMILY RESIDENTIAL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION; PROVIDING AND EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.**

**WHEREAS**, the City Council began the process to rezone real property commonly known as 4715 Partridge Street La Marque, Texas and more particularly described as ABST 2 S F Austin sur lot 57 Gilbert & Nelson unrecorded sub/parcel id no. 132682 (the “Property”).

**WHEREAS**, the City Council has received and reviewed the Planning and Zoning Commission report on the requested rezoning of the Property.

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

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

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

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

**Section 2.** That the adopted zoning map of the City is amended by changing the zoning district applicable to the Property to Single Family Residential (R-1).

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

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

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

**Section 6. Severability.** In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 7. Publication and Effective Date.** This Ordinance shall be effective immediately upon adoption, after 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, APPROVED AND ADOPTED** by the City Council of the City of La Marque on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2025; and



**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, **2025**; and

**CITY OF LA MARQUE, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## CITY COUNCIL AGENDA FORM

---

Meeting Date: April 14, 2025

Prepared by: Kasey Lott

Department: Development Services

Agenda Item: 9.II.

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

---

### **AGENDA ITEM DESCRIPTION:**

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a Commercial Commonly known as ABST 2 S F Austin Sur Lot 58 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132683, 4711 Partridge St. La Marque, TX -  
*Development Services*

### **STAFF BRIEFING:**

A request for rezone was brought to the City by Jack Mazzola in December 2024. Due to posting / quorum issues in the beginning of the year, the issues were rectified, and this item was brought before the Planning and Zoning Commission on 3/25/2025. The Commission voted unanimously to recommend the approval of a rezoning of the property from Light Industrial (L-1) to Residential (R-1).

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### **FISCAL IMPACT:**

N/A

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**WHEREAS**, the City Council began the process to rezone real property commonly known as 4711 Partridge Street La Marque, Texas and more particularly described as ABST 2 S F Austin sur lot 58 Gilbert & Nelson unrecorded sub/parcel ID NO. 132683 (the “Property”).

**WHEREAS**, the City Council has received and reviewed the Planning and Zoning Commission report on the requested rezoning of the Property.

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

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

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**Section 7. Publication and Effective Date.** This Ordinance shall be effective immediately upon adoption, after 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, APPROVED AND ADOPTED** by the City Council of the City of La Marque on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2025; and

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on  
Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, **2025**; and

**CITY OF LA MARQUE, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





## CITY COUNCIL AGENDA FORM

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Meeting Date: April 14, 2025

Prepared by: Kasey Lott

Department: Development Services

Agenda Item: 9.III.

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

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### **AGENDA ITEM DESCRIPTION:**

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a Commercial Commonly known as ABST 2 S F Austin Sur Lot 59 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132684, 4707 Partridge St. La Marque, TX -  
*Development Services*

### **STAFF BRIEFING:**

A request for rezone was brought to the City by Jack Mazzola in December 2024. Due to posting / quorum issues in the beginning of the year, the issues were rectified, and this item was brought before the Planning and Zoning Commission on 3/25/2025. The Commission voted unanimously to recommend the approval of a rezoning of the property from Light Industrial (L-1) to Residential (R-1).

### **HISTORY:**

01.28.2025: Unable to make the Planning and Zoning agenda due to posting / mailing of certified letters issue

02.25.2025: Planning and Zoning Commission did not have a quorum

03.25.2025: Planning and Zoning Commission held a public hearing and approved the recommendation for rezoning of the property

### **FISCAL IMPACT:**

N/A

**ORDINANCE NO. O-2025-00**

**AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CITY’S ZONING MAP AND COMPREHENSIVE PLAN BY CHANGING THE ZONING REGULATIONS OF REAL PROPERTY COMMONLY KNOWN AS 4707 PARTRIDGE STREET LA MARQUE, TEXAS AND MORE PARTICULARLY DESCRIBED AS ABST 2 S F AUSTIN SUR LOT 59 GILBERT & NELSON UNRECORDED SUB/PARCEL ID NO. 132684 TO SINGLE FAMILY RESIDENTIAL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION; PROVIDING AND EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.**

**WHEREAS**, the City Council began the process to rezone real property commonly known as 4707 Partridge Street La Marque, Texas and more particularly described as ABST 2 S F Austin sur lot 59 Gilbert & Nelson unrecorded sub/parcel ID NO. 132684 (the “Property”).

**WHEREAS**, the City Council has received and reviewed the Planning and Zoning Commission report on the requested rezoning of the Property.

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

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

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

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

**Section 2.** That the adopted zoning map of the City is amended by changing the zoning district applicable to the Property to Single Family Residential (R-1).

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

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

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

**Section 6. Severability.** In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 7. Publication and Effective Date.** This Ordinance shall be effective immediately upon adoption, after 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, APPROVED AND ADOPTED** by the City Council of the City of La Marque on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2025; and

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, **2025**; and

**CITY OF LA MARQUE, TEXAS**

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Keith Bell, Mayor

**ATTEST:**

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Kierra Nance, TRMC, City Clerk

**APPROVED AS TO FORM:**

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Gus Knebel  
Consulting City Attorney



## CITY COUNCIL AGENDA FORM

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Meeting Date: April 14, 2025

Prepared by: Kasey Lott

Department: Development Services

Agenda Item: 9.IV.

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

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### **AGENDA ITEM DESCRIPTION:**

Approving the rezoning of property from District (L-1) Light Industrial (R-1) to Single Family Residential Currently zoned for a Commercial Commonly known as ABST 2 S F Austin Sur Lot 60 Gilbert & Nelson Unrecorded Sub/Parcel ID No.132685, 4705 Partridge St. La Marque, TX  
- *Development Services*

### **STAFF BRIEFING:**

A request for rezone was brought to the City by Jack Mazzola in December 2024. Due to posting / quorum issues at the beginning of the year, the issues were rectified, and this item was brought before the Planning and Zoning Commission on 3/25/2025. The Commission voted unanimously to recommend the approval of a rezoning of the property from Light Industrial (L-1) to Residential (R-1).

### **HISTORY:**

01.28.2025: Unable to make the Planning and Zoning agenda due to posting / mailing of certified letters issue

02.25.2025: Planning and Zoning Commission did not have a quorum

03.25.2025: Planning and Zoning Commission held a public hearing and approved the recommendation for rezoning of the property

### **FISCAL IMPACT:**

N/A



**ORDINANCE NO. O-2025-00**

**AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CITY’S ZONING MAP AND COMPREHENSIVE PLAN BY CHANGING THE ZONING REGULATIONS OF REAL PROPERTY COMMONLY KNOWN AS 4705 PARTRIDGE STREET LA MARQUE, TEXAS AND MORE PARTICULARLY DESCRIBED AS ABST 2 S F AUSTIN SUR LOT 60 GILBERT & NELSON UNRECORDED SUB/PARCEL ID NO. 132684 TO SINGLE FAMILY RESIDENTIAL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION; PROVIDING AND EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.**

**WHEREAS**, the City Council began the process to rezone real property commonly known as 4705 Partridge Street La Marque, Texas and more particularly described as ABST 2 S F Austin sur lot 60 Gilbert & Nelson unrecorded sub/parcel ID NO. 132685 (the “Property”).

**WHEREAS**, the City Council has received and reviewed the Planning and Zoning Commission report on the requested rezoning of the Property.

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

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

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

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

**Section 2.** That the adopted zoning map of the City is amended by changing the zoning district applicable to the Property to Single Family Residential (R-1).

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

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

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

**Section 6. Severability.** In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 7. Publication and Effective Date.** This Ordinance shall be effective immediately upon adoption, after 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, APPROVED AND ADOPTED** by the City Council of the City of La Marque on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2025; and

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on  
Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, **2025**; and

**CITY OF LA MARQUE, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## CITY COUNCIL AGENDA FORM

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Meeting Date: April 14, 2025

Prepared by: Alice Ashley

Department: Police

Agenda Item: 9.V.

Reviewed by:

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### **AGENDA ITEM DESCRIPTION:**

Approving the use of ARPA funds to purchase K9s - *Police*

### **STAFF BRIEFING:**

Only one bid was received from K-9 Houston, with whom we already have a working relationship. This is for the purchase of three trained K-9s.

### **HISTORY:**

Was put out to bid on 10/1/2024.

### **FISCAL IMPACT:**

No city funds will be used; this will be paid with ARPA Grant funds.

Total Amount \$41,250

**RATING SHEET – REQUEST FOR PROPOSALS (RFP)**  
**COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT**

|                      |                                               |
|----------------------|-----------------------------------------------|
| Entity Name:         | Houston K9                                    |
| IFB Title or Number: | K9                                            |
| Source of Funds:     | American Rescue Plan Act (ARPA) (list others) |
| Evaluator's Name:    | Gilberto Rodriguez                            |
| Name of Respondent:  |                                               |
| Date of Rating:      | 11-7-24                                       |

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

**Pass/Fail Criteria**

|                                                                               | Factor                     | Pass | Fail | Comments |
|-------------------------------------------------------------------------------|----------------------------|------|------|----------|
| 1.                                                                            | Responsiveness of Proposal | X    |      |          |
| 2.                                                                            | Financial Stability        | X    |      |          |
| Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> . |                            |      |      |          |

**Total Score (A + B + C)**

|    | Factor                                                                                                                                                                                                                                                                     | Maximum Points | Score     | Comments                        |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|---------------------------------|
| A. | <b>Understanding of Work, Experience, and Relevant Qualifications</b> – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services. | 20             | 20        | Years of experience             |
| B. | <b>Capacity to Perform and Delivery/Service Schedule</b> – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.                                                   | 20             | 20        | Have trained numerous area K9's |
| C. | <b>Pricing</b> – Prices for all goods and/or services shall be all inclusive and valid for 90 days.                                                                                                                                                                        | 60             | 55        | Price seems about average       |
|    | <b>TOTAL AVAILABLE POINTS</b>                                                                                                                                                                                                                                              | <b>100</b>     | <b>95</b> |                                 |



**RATING SHEET – REQUEST FOR PROPOSALS (RFP)**  
**COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT**

|                      |                                               |
|----------------------|-----------------------------------------------|
| Entity Name:         | Houston K-9                                   |
| IFB Title or Number: | K-9                                           |
| Source of Funds:     | American Rescue Plan Act (ARPA) (list others) |
| Evaluator's Name:    | Forrest Grand?                                |
| Name of Respondent:  |                                               |
| Date of Rating:      | 11/4/2024                                     |

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

**Pass/Fail Criteria**

|                                                                               | Factor                     | Pass | Fail | Comments |
|-------------------------------------------------------------------------------|----------------------------|------|------|----------|
| 1.                                                                            | Responsiveness of Proposal | ✓    |      |          |
| 2.                                                                            | Financial Stability        | ✓    |      |          |
| Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> . |                            |      |      |          |

**Total Score (A + B + C)**

|    | Factor                                                                                                                                                                                                                                                                     | Maximum Points | Score      | Comments |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|----------|
| A. | <b>Understanding of Work, Experience, and Relevant Qualifications</b> – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services. | 20             | 20         |          |
| B. | <b>Capacity to Perform and Delivery/Service Schedule</b> – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.                                                   | 20             | 20         |          |
| C. | <b>Pricing</b> – Prices for all goods and/or services shall be all inclusive and valid for 90 days.                                                                                                                                                                        | 60             | 60         |          |
|    | <b>TOTAL AVAILABLE POINTS</b>                                                                                                                                                                                                                                              | <b>100</b>     | <b>100</b> |          |

**RATING SHEET – REQUEST FOR PROPOSALS (RFP)**  
**COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT**

|                      |                                               |
|----------------------|-----------------------------------------------|
| Entity Name:         | Houston LC-9                                  |
| IFB Title or Number: |                                               |
| Source of Funds:     | American Rescue Plan Act (ARPA) (list others) |
| Evaluator's Name:    | Christine Turner                              |
| Name of Respondent:  |                                               |
| Date of Rating:      | 11-7-2024                                     |

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

**Pass/Fail Criteria**

|                                                                               | Factor                     | Pass | Fail | Comments |
|-------------------------------------------------------------------------------|----------------------------|------|------|----------|
| 1.                                                                            | Responsiveness of Proposal | ✓    |      |          |
| 2.                                                                            | Financial Stability        | ✓    |      |          |
| Must pass all above areas to proceed. If a Fail is marked, <u>stop here</u> . |                            |      |      |          |

**Total Score (A + B + C)**

|    | Factor                                                                                                                                                                                                                                                                     | Maximum Points | Score      | Comments |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|----------|
| A. | <b>Understanding of Work, Experience, and Relevant Qualifications</b> – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services. | 20             | 20         |          |
| B. | <b>Capacity to Perform and Delivery/Service Schedule</b> – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.                                                   | 20             | 20         |          |
| C. | <b>Pricing</b> – Prices for all goods and/or services shall be all inclusive and valid for 90 days.                                                                                                                                                                        | 60             | 60         |          |
|    | <b>TOTAL AVAILABLE POINTS</b>                                                                                                                                                                                                                                              | <b>100</b>     | <b>100</b> |          |



## **REQUEST FOR PROPOSAL FOR REPUTABLE KENNEL**

October 29, 2024

Submitted to:  
La Marque Police Department  
La Marque, TX

**CONFIDENTIALITY NOTICE:** This RFP (20 pages + 2 attachments) contains information which may be confidential or privileged. DO NOT FORWARD this RFP without assuring protection of privileged material. This RFP is intended solely for the use of the individual or entity named above. If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this message is prohibited.



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| Jaz Resume (4 pages)                         |             |

## CONTACT INFORMATION

### PHYSICAL ADDRESS

6321 BISSONNET ST.  
HOUSTON, TX 77074

[info@houstonk9academy.com](mailto:info@houstonk9academy.com)  
[www.houstonk9academy.com](http://www.houstonk9academy.com)

### CONTRACT CONTACTS

#### **YASMIN "JAZ" STANZE**

OWNER/ OPERATOR/ K9 TRAINER/ INSTRUCTOR

President of HK9A

(281) 841-3579

[jaz@houstonk9academy.com](mailto:jaz@houstonk9academy.com)  
[houstonk9academy@gmail.com](mailto:houstonk9academy@gmail.com)

#### **JASON STANZE**

OWNER/ OPERATOR/ K9 TRAINER/ INSTRUCTOR

Vice President of HK9A

(615)556-6066

[jason@houstonk9academy.com](mailto:jason@houstonk9academy.com)

**HOUSTON K9 ACADEMY, LLC**

**IS LICENSED BY THE DRUG ENFORCEMENT AGENCY AND THE DEPARTMENT OF PUBLIC SAFETY**

HOUSTON K9 ACADEMY, LLC | 6321 BISSONNET ST. HOUSTON, TEXAS 77074

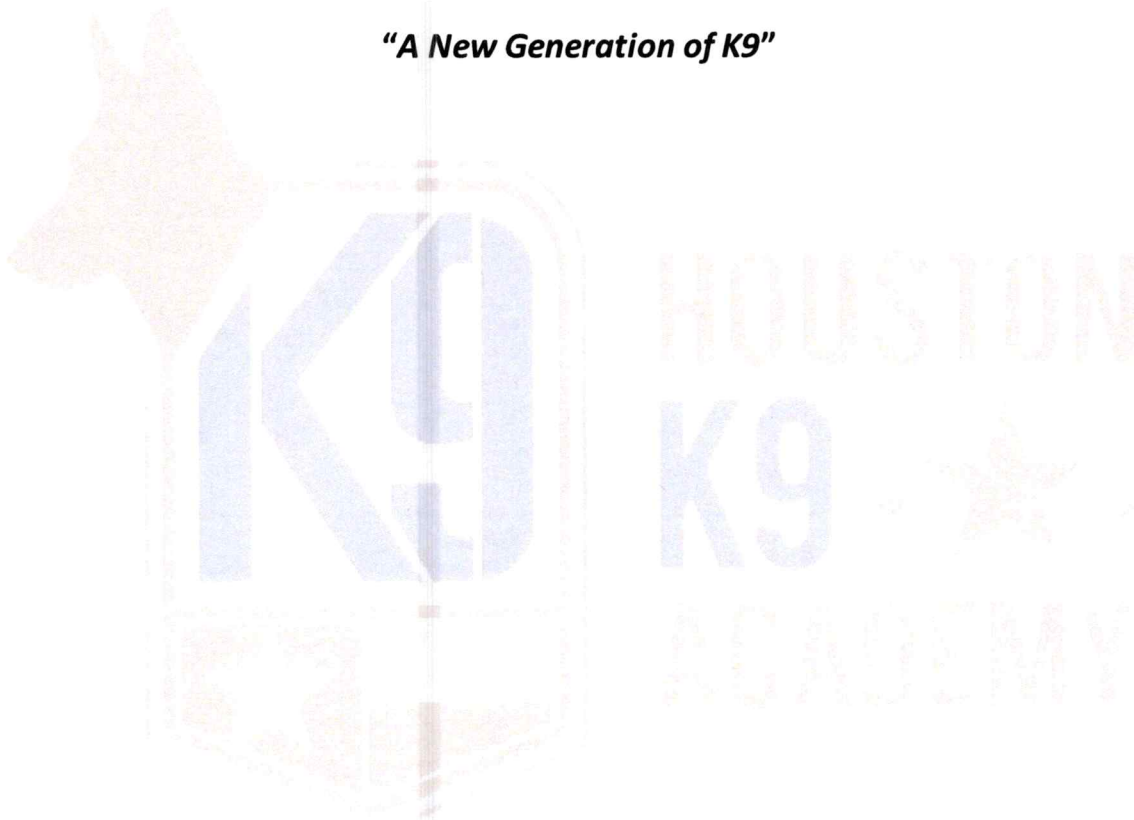
2



## MISSION STATEMENT

Houston K9 Academy, LLC is dedicated to serving the needs of law enforcement, military and security agencies in the United States as well as internationally. We vow to provide the healthiest, most highly trained canines in the world. Furthermore, educating handlers to be the best they can be to face ever changing scenarios they encounter in the real world.

***"A New Generation of K9"***



## THE HOUSTON K9 ACADEMY PREMIER TRAINING STAFF

Houston K9 Academy is a company devoted to ALL the K9 community. HK9A was formed by a husband-and-wife team, Jason and Jaz Stanze, who are committed and motivated to advancing the level of training for handlers and canines worldwide. HK9A's staff has trained thousands of K9 teams around the world. Jason and Jaz have an outstanding reputation and working relationship with European vendors, stateside police agencies, military and well-known trainers in the K9 industry. This premier training staff has the passion, drive and heart to improve the K9 vision.

Working hand in hand with non- profit organizations, law enforcement agencies, private security, and military; HK9A believes a new generation in K9 can be achieved by sharing the same collective ideas and positive direction.

### Houston K9 Academy Training Staff

- **Jason "Bird" Stanze**  
Owner/ Operator/ Instructor/ K9 Trainer
- **Yasmin "Jaz" Stanze**  
Owner/ Operator/ Instructor/ K9 Trainer
- **Guest Instructors for a larger number of students**
  - Bill Wozniak
  - Dan Kissing
  - Jeremy Stevens
  - Paul Leslie
  - Troy Smith
  - Bill Brown
  - Michael Murphy
  - Damon Owen

### Houston K9 Academy Kennel Staff

- **Jinna Kochel**  
Kennel Assistant/ Ground Maintenance
- **Kyle Ray**  
Kennel Assistant/ Ground Maintenance

## PROPOSAL

Houston K9 Academy, LLC is very excited to submit a proposal and pricelist La Marque Police Department. HK9A team can offer and meet all your K9 needs: green dogs, trained canines, handler course, trainer course, instructor course, supervisor course, e-collar course and decoy course, as well as k9 gear. Jason and Jaz Stanze, owners of Houston K9 Academy, would like to thank you for the opportunity to submit their proposal.

HK9A is a veteran, minority woman owned, small business. Jason and Jaz have worked and trained canines all over the world, to include law enforcement agencies, private sector, non-profit (501 c3) organizations, K9 granting teams and military from coast to coast and combat zones overseas. Jason and Jaz have served as subject matter experts for several research and development projects regarding odor recognition, proper K9 utilization and aiding on classified missions.

HK9A offers the following:

- A personal and friendly team that is willing to exceed all your needs.
- The most elite working dogs in the world.
- Top notch and innovative training to suit every agency, department or firm's certification needs.
- Reputable trainers with many years of REAL world K9 handlers experience.
- Real world, one of kind handler courses that simulate realistic scenarios.

Houston K9 Academy looks forward to our continued working relationship with La Marque PD K9 Unit.



## CURRENT HK9A DOG TEAMS IN THE FIELD

HK9A Official date of Business Start February 24, 2014

1. Conroe PD, TX K9 Ninja- SPN+T, K9 Thor, K9 Nero and K9 Marlin DPN
2. Gwinnett PD SWAT, GA. K9 Blue- Urban Assault Explosive Detector (SWAT) K9 EOW
3. USASOC, NC K9 Tango and K9 Hugo- Dual Explosive Detector
4. Waller Co. S.O, TX K9 Keros DPN, K9 Sable SPN+T and K9 Jax SPN
5. Travis Co.- Austin, Texas, K9 Bobek, K9 JP, K9 Tito, K9 Shadow- DPN, K9 Body and K9 Radar, K9 Jodi, K9 JP- DPP, K9 Roki, K9 Apex Trainer Course O. Gonzalez
6. Harris Co. Pct.1, K9 Ina, K9 Edo SPE K9 LeMans, K9 Story, K9 Bax, K9 Lethal, K9 Edge, K9 Jecky, K9 Tango, K9 Bony DPN, K9 Elmo, K9 Brok, K9 Jessi SPE+W
7. High Point PD, N.C., K9 Kira, K9 Jinx, K9 Robbie, K9 Vito and K9 Cash- DPN
8. SOC, LLC W. Va., Over 200 K9s overseas for Explosive Detection in Afghanistan & Iraq
9. Stillwater, OK, 2 DPN K9 Egan and K9 Yari
10. Shawnee, KS- 1 K9DPE K9 Dagger
11. Pearland PD, Texas, K9 Didi, K9 Nodi, K9 Rony- DPN and K9 Athos- DPE& G
12. Lawrence Township PD, K9 Niko- Single Purpose Gun & Explosive Detector
13. Houston Police Department, K9 Bandit, K9 Boxi, K9 Max, K9 Moxi, K9 Mark, K9 Nate, K9 Ziko, K9 DJ- Dual Purpose
14. Anaheim PD, CA, K9 Tomi , K9 Chaos, K9 Zax K9 Rebel- DPN
15. Platte Co. Sheriff's Office, MO., K9 Robbie and K9 Max
16. Folsom PD, CA. K9 Astro- Dual Purpose Narcotic Detector
17. Mississippi Highway Patrol- K9 Milan, K9 Pavel and K9 Pike SPE
18. Houma PD, LA, K9 Falko, K9 Mario and K9 Rico, K9 Chico and K9 Bram- K9DPN
19. Kansas City PD, MO, K9 Mike, K9 Rox, K9 Champ, K9 Don x 3DPN and K9 Amor- SPN
20. DeSoto Co. Sheriff's, MS, K9 Flash, K9 Don, K9 Zargos, K9 Akim, K9 Sting, K9 Tibi and K9 Zsolti, K9 Azrael- DPN and K9 Soul SPN
21. Paterson PD, NJ, K9 Fako, K9 Milan, K9 Domino, K9 Monty and K9 Sampson, K9 Mirko , K9 Adonis- DPN
22. Harris Co. Pct. 3, K9 Lux and K9 Grimm DPN and K9 Sani SPE&W
23. Marion, IN, K9 Assuan and K9 Kurt- Dual Purpose Narcotic Detector
24. Hamilton Co., Cincinnati, OH, K9 Bella DPE, K9 Falko DPN, K9 Boy- SPE and K9 Max & K9 Akim, SPN
25. Panama City Beach PD, FL- Dual Purpose Narcotic K9s: 8 canines
26. LAPD Metro, CA, K9 Akim and K9 Don
27. Harris Co. Fire Marshal's Office, TX, K9 Delta and K9 Endy- Accelerant Detector
28. Harris CoSO, TX, K9 Bady, K9 Swata, K9 Rico, K9 Dark, K9 Trey + 22 K9s- DPN
29. Texas State Troopers (Highway Patrol), K9 Enzo, K9 Brutus, 13 other K9s- SPN
30. Dothan PD, AL, K9 Vino, K9 Nixon, K9 Paul, K9 Bodo & K9 Toto- DP Narcotic Detector
31. Baytown PD, TX, K9 Big, K9 Hero, K9 Enzo, K9 Cash, K9 Quinn, K9 Jafar- DPN
32. Killeen PD, TX, 2DPN
33. Fort Worth PD, TX, 6 Single Purpose Narcotic K9

THIS LIST CONTINUES. We have over 600 K9s deployed/ working around the world. Houston K9 Academy prides themselves NOT in the number of dogs sold but in the quality of their canines, the proficiency of the K9 team and the knowledge of the handler regarding his/ her K9 partner, officer safety and proper canine utilization.

## PRICELIST

| TYPE OF K9                                                               | HK9A Price                                 |
|--------------------------------------------------------------------------|--------------------------------------------|
| Green Dual Purpose/ Green Patrol                                         | \$13,750.00                                |
| Green Single Purpose <b>sporting breed price in RED</b>                  | \$9,000.00/ <b>\$10,500.00</b>             |
| Patrol/ Tracking K9 (K9P)                                                |                                            |
| Dual Purpose Narcotic (DPN) no marijuana                                 | \$13,750.00 <b>HK9A Trainer Grad Price</b> |
| Dual Purpose Explosive (DPE)/ Patrol Explosive Detector Dog (PEDD)       | \$13,750.00 <b>HK9A Trainer Grad Price</b> |
| Single Purpose Narcotic (SPN)                                            | \$9,000.00 <b>HK9A Trainer Grad Price</b>  |
| Single Purpose Explosive +Tracking (SPN+T)                               | \$9,000.00 <b>HK9A Trainer Grad Price</b>  |
| Single Purpose Explosive (SPE)                                           | \$9,000.00 <b>HK9A Trainer Grad Price</b>  |
| Single Purpose Gun (SPG)                                                 |                                            |
| Single Purpose Accelerant (SPA)                                          |                                            |
| Single Purpose Cadaver (SPC)                                             |                                            |
| Single Purpose Cell Phone w/ Electronic Storage Device Detection (SPCPE) |                                            |
| Single Purpose Cell Phone (SPCP)                                         |                                            |
| GREEN TITLED                                                             | Europe Market Price                        |
| TITLED NARCOTIC                                                          |                                            |
| TITLED EXPLOSIVE                                                         |                                            |
| GREEN PRE-TITLED                                                         |                                            |
| PRE-TITLED NARCOTIC                                                      |                                            |
| PRE-TITLED EXPLOSIVE                                                     |                                            |
| Single Purpose Mobile Odor Detection Dog (MODD)                          |                                            |

**Price List: FEB 2024- FEB 2025 PRICES CHANGE OVERSEAS EVERY 1<sup>ST</sup> OF FEB.**

Houston K9 Academy, LLC offers 3 types of K9s:

1. Green (Selection Tested)
2. Class Ready (Imprinted on odor, tracking and patrol bite). This K9 is ready to pair with a handler and go through handler course.
3. Street/ Certification Ready- This K9 is ready to pair with a **VETERAN** handler and certify without having to go thru a full single/ dual purpose course.

**NO NARCOTIC K9 WILL BE IMPRINTED ON MARIJUANA UNTIL K9 IS SELECTED AND DEPARTMENT STATES THEY WANT MARIJUANA IMPRINTED**





## HK9A TYPE OF K9s DESCRIPTION

**Green Dual Purpose-** A Green Dual Purpose K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines have not been imprinted on any odor. This type of canine has no obedience, bite has been imprinted on a bite sleeve and was selected because the canine can handle pressure, gunfire, stress while on the bite, has passed the courage test and shown the capability to engage a decoy with confidence and no fear.

**Green Single Purpose-** A Green Single Purpose K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines have not been imprinted on any odor. This type of canine has no obedience and was selected because the canine shows very high hunt drive, ball drive and possession.

**Dual Purpose Narcotic-** A Dual Purpose Narcotic K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted all four narcotic odors and will be able to detect odor in buildings, vehicles and ready for a handler detection course. \*\*Marijuana will be imprinted per client request.\*\* At Houston K9 Academy, the trainers will build on the canine's patrol work. The canine will be able to engage a bite on a sleeve or suit both indoors and outdoors. The canine will be introduced to vehicle extractions and building searches. \*\*All tracking is imprinted in class and a minimum of a 5 week handlers course is needed to certify on tracking. If handler is not attending HK9A handler course and requires tracking imprintation an additional \$1000.00 is added to cost of Dual-Purpose Narcotic K9.

**Dual Purpose Explosive/ Patrol Explosive Detector Dog-** A Dual Purpose Explosive/ Patrol Explosive Detector Dog is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted on fifteen explosive odors prior to being paired with a handler. The K9s are alerting to odor without handler assist, class ready and introduced to buildings, vehicles, parcels, luggage, and open areas. At Houston K9 Academy, the trainers will build on the canine's patrol work to suit the clients mission. The canine will be introduced to vehicle extractions, building searches, false runs, escorts and obedience throughout the course. Lastly, tracking is imprinted before class and finished in a 9-week instruction.

**Single Purpose Narcotic K9** is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted on the 4 narcotic odors and will be able to detect odor in buildings, vehicles and ready for a handler detection course. \*\*Marijuana will be imprinted per client request.\*\*.

**Single Purpose Explosive K9** is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted on the 15 explosive odors and will be able to detect odor in buildings, vehicles and ready for a handler detection course.

**Single Purpose Weapons K9** is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted on gun odor and will be able to detect odor in buildings, vehicles and ready for a handler detection course.

**Single Purpose Accelerant/ Ignitable Liquid Detector K9** is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted on accelerant odors and will be able to detect odor in buildings, open areas, can line up, clothes line up and ready for a handler detection course.

**Single Purpose Cadaver K9** is canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted on Phase 1 and Phase 2 Decomp and will be able to detect odor in buildings, open area and ready for a handler detection course.

**Single Purpose Cell Phone with Electronic Storage Device** is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted on cell phone and electronic storage device odor in buildings, jail setting and ready for a handler detection course.

Single Purpose Cell Phone K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines are imprinted cell phone odor and will be able to detect odor in buildings, jail setting and ready for a handler detection course.

**Titled K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines will be accompanied with documents and score sheets, providing proof that the canine scored high enough in obedience, bite work, agility, tracking, etc. to be titled in either IPO, Schutzhund, KNPV, ZVV or KV.**

**\*\*With so many people from the USA ordering/ buying titled dogs over the internet, the titled green cost is the market price for these canines. We cannot give a price break for these canines. \*\***

**Titled Narcotic K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. The canine is imprinted on all 4 narcotic odors. \*\*Marijuana will be imprinted per client request.\*\* These canines will be accompanied with documents and score sheets, providing proof that the canine scored high enough in obedience, bite work, agility, tracking, etc. to be titled in either IPO, Schutzhund, KNPV, ZVV or KV.**

**Titled Explosive K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. The canine is imprinted on all 15 explosive odors. These canines will be accompanied with documents and score sheets, providing proof that the canine scored high enough in obedience, bite work, agility, tracking, etc. to be titled in either IPO, Schutzhund, KNPV, ZVV or KV.**

**Green Pre-Titled K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. These canines have all the same skills as a Titled K9, but do not have documentation because K9 was bought before dog trial to be titled or canine was too young to be titled.**

**Pre-Titled Narcotic K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. The canine is imprinted on all 4 narcotic odors. \*\*Marijuana will be imprinted per client request.\*\* These canines have all the same skills as a Titled K9, but do not have documentation because K9 was bought before dog trial to be titled or canine was too young to be titled.**

**Pre-Titled Explosive K9 is a canine handpicked, medically vetted before being imported to the USA by HK9A. The canine is imprinted on all 15 explosive odors. These canines have all the same skills as a Titled K9, but do not have documentation because K9 was bought before dog trial to be titled or canine was too young to be titled.**

#### WHAT IS A MODD?

##### Single Purpose Mobile Odor Detection Dog

##### Description

- Explosive Detection Dog skilled in working large crowds for persons carry guns, weapons, ammo or explosives.
- A MODD should be very social and nonintrusive to personal space, yet effectively working open air following target odors to source.
- MODD K9 Teams will be trained to effectively and efficiently work either an unorganized crowd as well as organized lines of people, i.e. people lined up at a ticket gate, searching personal belongings, clearing interior/ exterior buildings, vehicles, open areas and luggage/ parcels.



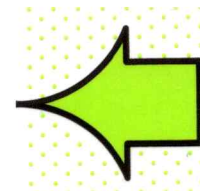
## COURSE PRICELIST

| COURSE TITLE                                                                                                          | DURATION | HK9A PRICE                                            |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------|
| K9 Basic Handler Course- <b>SINGLE PURPOSE</b><br>(Narcotic, Explosive, Gun, Cell Phone w/ ESD, Cell Phone or Patrol) | 4 weeks  | \$4,500.00/ <b>\$2,500.00</b> HK9A Grad Trainer Price |
| K9 Basic Handler Course- <b>DUAL PURPOSE</b> (Narcotic, Explosive, Gun with Patrol or Patrol with Tracking K9)        | 9 weeks  | \$6,500.00/ <b>\$4,000.00</b> HK9A Grad Trainer Price |
| K9 Basic Handler Course- Accelerant or Cadaver                                                                        | 5 weeks  |                                                       |
| K9 Basic Handler Course- MODD                                                                                         | 8 weeks  |                                                       |
| K9 Trainer's Course for MODD detection                                                                                | 9 weeks  |                                                       |
| K9 Trainer's Course                                                                                                   | 10 weeks | \$7,500.00                                            |
| K9 Trainer's Recertification Course                                                                                   | 1 week   |                                                       |
| K9 Basic Handler Course- <b>SINGLE PURPOSE</b> + Tracking                                                             | 5 weeks  | \$5,500.00/ <b>\$3,500.00</b> HK9A Grad Trainer Price |

## RECOMMENDED EQUIPMENT LIST

Recommended gear for Handler's Course

1. 6ft. leather leash
2. 15ft. nylon leash
3. 33ft. nylon leash
4. Leather reinforced agitation muzzle- Dual Purpose
5. Herm Sprenger 3.0mm choke chain
6. Flat leather collar
7. Harness (preferably universal size)
8. Food bowl stainless steel 2qt.
9. Water bowl stainless steel 3qt.
10. Leather Vet muzzle- Both Single and Dual Purpose
11. 500 series air crate **\*\*DONATED BY HOUSTON K9 ACADEMY\*\***
12. Bite sleeve barrel AND sleeve cover- Dual Purpose
13. Bite suit DEMANET (need 8 weeks for delivery)- Dual Purpose
14. Agitation whip- Dual Purpose
15. Hidden Sleeve AND Neoprene or Kevlar Inserts- Dual Purpose
16. Recommended clothing for class: Cargo pants, cargo shorts, boots, sneakers, rain gear, rain boots, hats, gloves for work, t-shirts and uniform for graduation.



## COURSE DESCRIPTION

### K9 Basic Handler Course- Single Purpose Course (Narcotic, Explosive, Weapons, or Cell Phone Detection K9)- 4 week

Objective: Teach proper leash control, basic obedience, area searches, how odor works, vehicle searches, building searches, luggage and parcel, industrial area search, semi-trailers, traffic stops, K9 first aid by a board-certified veterinarian, proper grooming and health check.

### K9 Basic Handler Course- Dual Purpose K9 Course or Patrol/ Tracking (Narcotic, Explosive, Gun Detection + **PATROL** K9/ Patrol Explosive Detector Dog)- 9 week

Objective: This course will cover the 4 weeks of curriculum from the Single Purpose Course. Teach proper leash control, basic obedience, area searches and route clearing, how odor works (characteristics of each explosive, how explosives are used, safe handling, transport and storage) vehicle searches, building searches, luggage and parcel, industrial area search, traffic stops on active highways and roads, K9 first aid by a board-certified veterinarian, proper training after class graduation (how to conduct safe training exercise) proper grooming and health check.

The last 5 weeks of this course will be patrol oriented. Teach students how to scout/ patrol (track for man), article search, wooded area search, building search, industrial/ residential area search, open area search, tactical building search, proper decoy techniques with sleeve and suit, vehicle extractions, obedience, 5 phases of control (false run, false run into bite, search and attack, standoff, etc.) gunfire, prisoner/ suspect escort, and proper utilization of K9.

### K9 Basic Handler Course- Single Purpose Course (Accelerant, Cadaver, Cell Phone w/ Electronic Storage Device and Cell Phone Detection)- 5 week

Objective: Teach proper leash control, basic obedience, area searches, how odor works, building searches, can line- up, clothes line- up, searching on surfaces not sturdy or rubble piles, industrial area search, K9 first aid by a board-certified veterinarian, proper grooming and health check.

*We firmly believe a handler and K9 do not have a full rapport or complete understanding of their duties and responsibilities if any one of the courses above is shortened. The duration of each course has been designated based on the amount of time we have seen it take a new handler/ new K9 Team or veteran handler to completely grasp their duties and responsibilities and prepare for any certification.*

## LODGING

HK9A has established a strong relationship with the Sonesta ES Galleria. Mr. Tom Flow with Sonesta has worked a very discounted fixed rate for our trainees. This location offers many convenient amenities for our trainees staying away from home.

One of the biggest perks is the hotel allows our student K9 teams to lodge with their canines in the room. The rooms are also equipped with a small kitchenette and other extra features to accommodate away from home needs.

Please use the link below to view the hotel and all they have to offer. Once you and your department are ready to make lodging arrangements.

**\*\*PLEASE ENSURE YOU CONTACT JAZ of HOUSTON K9 ACADEMY TO ARRANGE YOUR TRAINEE, TRAINER, SUPERVISOR LODGING. DO NOT CONTACT CENTRAL RESERVATION. \*\***

**MARRIOTT TOWNEPLACE- GALLERIA** is an all- suite, extended- stay hotel located in the heart of the Houston Uptown district.

**5315 S. Rice Ave  
Houston, TX 77081**

Fixed Rate- Studio King Suite- \$52.00+ tax





## SELECTION PROCESS

HK9A police working canines are imported from all over Europe and trained at Houston K9 Academy, LLC. HK9A canines are preselected solely by Jason and Jaz. Their training techniques come from a combined forty years of experienced testing, selecting, imprinting, and importing European dogs. Both Jason and Jaz have traveled to Europe for eighteen years and had the privilege of living there for 4 years. They handpick the best of the best for USA and International clients. Each client can expect to select their new working canine from a group of very social and highly driven canines. They have many different breeds and sizes to meet the needs of any department or agency.

Due to 2020 COVID Jason and Jaz have continued to make great canine selection. Travel to Europe has resumed on their part.

## MEDICAL/ VETERINARY

Houston K9 Academy, LLC entrusts two veterinary facilities with the medical care of their canines.

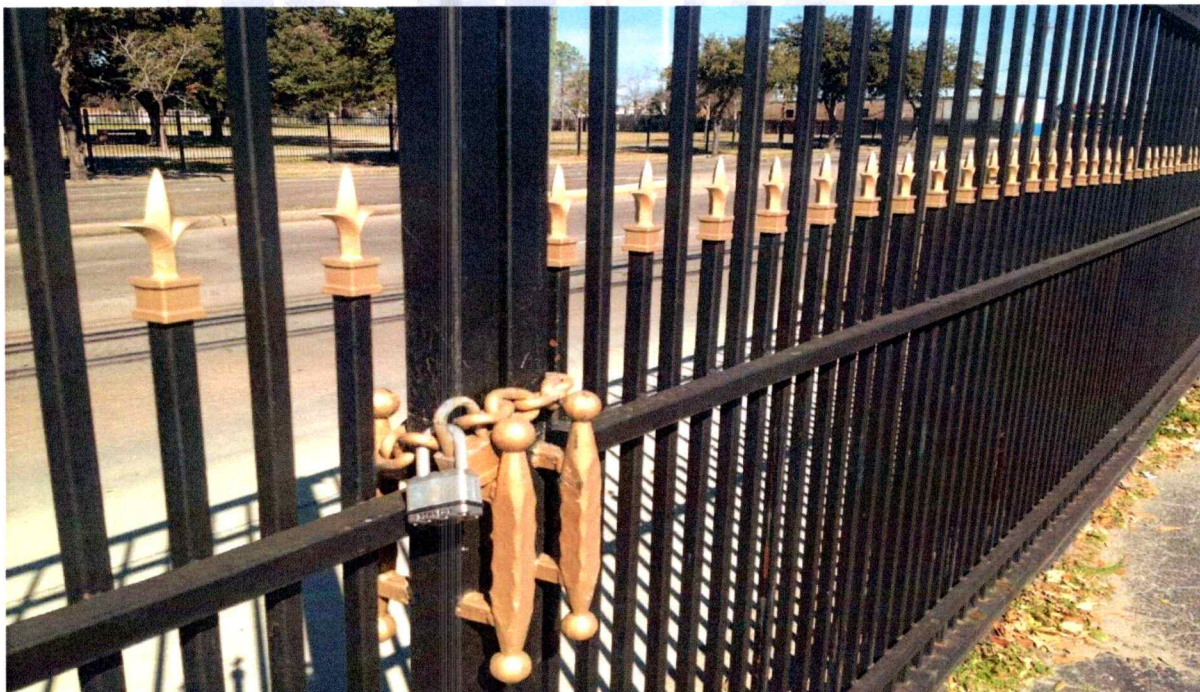
1. Braescroft Animal Clinic- Dr. Lowenstein  
Yearly physicals, vaccinations, minor injuries, spay and neuter, etc.
2. North Houston Veterinary Services (NHVS)—24 HOUR EMERGENCY CARE  
Blood work, major procedures and x-rays  
(3 locations in the Greater Houston Area- Katy, Willowbrook and Spring)

## FACILITY

HK9A facility is located in the greater Houston area. HK9A can currently house 60 dogs with a 24-hour kennel care and security surveillance. The kennels have both inside/ outside run capability for the dogs. The private compound which is enclosed by a secured 12' perimeter wall is composed of detection areas, grooming/ bathing area and med prep kitchen. The detection areas contain detection rooms, vehicles for detection, grass field for open area detection, box room for imprintation and closed field for patrol work.













## WORKING WITH OUR COMMUNITY

Houston K9 Academy is committed to making the streets of Houston safe. Through their love for dogs and the great gifts canines possess, Houston K9 Academy wants to bring awareness and a different image for working dogs. These dogs ARE social and loving, through proper training and handling. HK9A has donated the following services to the greater Houston area:

- \$7,500 towards a trained single purpose K9 (Explosive or Narcotics) for a K9s4Cops award recipient in 2014.
- Discount boarding for all Houston area/ Texas State law enforcement officers/ deputies. FREE boarding for any K9s4Cops dog.
- Donation to Deputy Jason Denham.  
Harris County Sheriff's Office Deputy Jason Denham was critically injured in a vehicle accident while on duty, January 21, 2014. His partner K9 Sjors was involved in the vehicle accident as well. While Deputy Denham was recovering, Houston K9 Academy offered boarding of K9 Sjors for free. We wanted to ensure the Deputy's family and the Sheriff's Office could focus on Deputy Denham's long road to recovery.
- Held a K9s4Kids/ K9s4Cops demo at Diamonds & Dirt Barrel Horse Classic and Hard Dog/ Fast Dog- 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022.
- Film Production- Vertex Entertainment & Management  
Houston K9 Academy assisted a local film production company with a trained K9 that was used in the movie "Pound of Flesh".
- Demos at local elementary schools and high schools.
- Donation to K9 Officers, Inc. of narcotic odor imprintation for K9s gifted to Texas Department of Public Safety and Thibodaux Police Department, Louisiana. (January 2015)
- Junior Vet Tech Seminar- Dog Demo at Emerson Unitarian Church (Age 6-14)
- Held a K9s4Kids/ K9s4Cops demo at Diamonds & Dirt Youth Barrel Horse Classic Nov. 2014
- Gifted a dog to a child with autism to serve the child as a service dog. K9 Szandi January 2015
- March 2015 and April 2016 Paws in the Park K9 Demo in collaboration with Pearland PD K9 Unit.
- K9s4Cops Houston Livestock Show and Rodeo K9 demo 2015 and 2016
- Houston K9 Academy was selected as K9s4Cops Bomb sweep team. HK9A conducted bomb sweeps at all Texas A&M University football home games, ensuring 109,000 fans were safe to enjoy their Saturday football games, FREE OF CHARGE.
- Jason and Jaz were asked to instruct for the third year in a row at the Texas K9 Officers Conference (2014, 2015 and 2016)
- Amigos Por Vida School Demo for students every year (Grade Pre-K to 8)
- Donation of K9 Trainer's Course for Sgt. Chris Moore of Harris County Sheriff's Office
- Continual Donations of discounted canines and handler training to Non- Profit Organizations that grant canines to police departments (K9 Officers, K94Cops and Tails of Hope Foundation).
- Sit on the Criminal Justice Panel for Lone Star College to speak to college students about the changes and future of K9s in law enforcement and sport. (October 2018)]
- Community Outreach: Boy Scout -Jan 2021 Girl Scout Dec 2020
- Gifted a Single Purpose Narcotic K9 to K9 Officers to be granted to Texas Department of Public Safety- K9 Reno.



## REFERENCES

Brian Mowry  
United States Secret Service  
Director of K9 Operations  
(301) 928- 6687

William Wozniak  
Dothan PD, Alabama  
K9 Sergeant  
(334) 618-7297

Bill Brown  
Kansas City PD, MO  
K9 Trainer  
Kansas City, Missouri  
(816) 935-9254

Dan Kissing  
Hamilton County Sheriff's Office  
1000 Main St.  
Cincinnati, OH 45202  
(513) 919-0732

David Adebimpe  
Owner Scentlogix  
Annapolis, MD  
(410) 990-1199

Jeremy Stevens  
Baytown PD, Texas  
K9 Trainer  
(281) 435-1639

K9 Sergeant Chris Moore  
Harris County Sheriff's Office  
K9 Sergeant and K9 Trainer  
(281) 642-9384

Paul Leslie  
DeSoto Co. Sheriff's Department  
K9 Sergeant and K9 Trainer  
(901) 674-6157



## Jason R. Stanze

[Owner/Instructor/Trainer/Procurement]

### Areas of Expertise

TRAINER/INSTRUCTOR FOR MILITARY, LAW ENFORCEMENT, CIVILIAN CONTRACTING, TEXAS DEPARTMENT OF PUBLIC SAFETY  
LICENSED DOG TRAINER AND PRIVATE INVESTIGATOR AND EUROPEAN RELATIONS.

### Highlights

- Twenty-two years of training and working experience with police and military working dogs.
- Director of Operations/ Canine Procurement based in Europe 2009- 2013. One of two trainers responsible for the testing and selection of 1500+ canines per year for United States canine training companies and other foreign agencies.
- Simultaneously executing and maintaining contracts requesting odor imprinted, class ready K9s.
- One of two trainers imprinting 80- 100 canines a month on odor or patrol work 2009- 2013.
- Completed VLK Trainer's Course December 2000
- Guest instructor Los Angeles County Police Canine Association (LACPCA) Seminar 2005, 2006, 2007.
- Instrumental in the early development of the course curriculum and training of multiple special force units. Lead instructor personally shaping, instructing and certifying numerous handlers and canines for combat readiness.
- Called upon to assist as subject matter expert for multiple classified missions and research and development of canine nose work/ detection.
- Lead Instructor Feb 2014- Feb 2024 Dothan Police K9 Seminar
- Instructor 2022 and 2024, American Tactical K9 Association

### Relevant Experience

Houston K9 Academy, Houston, Texas Owner/ Instructor/ Trainer/ Procurement, September 2013- Present

- In charge of day-to-day operations
- Hand pick, medically vet, and coordinate logistics for the export/ import of green canines for Houston K9 Academy canine inventory. The canines selected are tested from all over the European Union.
- Train green K9s for local law enforcement, military, private security firms, and non- profit organizations granting K9s to law enforcement agencies and schools. (Single Purpose/ Dual Purpose — Narcotic, Explosive, Accelerant, Cadaver, Search and Rescue, Gun, Patrol and Tracking.
- Instruct basic handlers course (K9 Single Purpose (SP)- detection course, K9 SP tracking course, K9 dual purpose handler course), K9 trainer's course and K9 trainer refresher course.

Director of Operations/ Procurement Manager/Trainer, January 2009– July 2013

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In charge of day-to-day operations

Establish a good relationship with European dog vendors in order to buy dogs for VLK Euro clients

Pre-select/ train canines for International Federal Police Agencies and Departments (Columbia, Ecuador, Honduras, Brazil, Saudi Arabia, Afghanistan, Iraq, South Africa, Indonesia, Spain, Securitas, U.S. military, U.S. private sector security firms, law enforcement agencies, and executive, home and personal protection clients

Reduce cost of dogs for USA purchase

Deploy to Iraq to transition trained K9's to Iraq Police College, Baghdad, Iraq

Classified Mission K9 Subject Matter Expert (SME) May 2007- January 2010

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Maintain Top Secret Clearance

Classified mission

Vohne Liche Kennels, Denver, Indiana Trainer/Instructor, September 2003–May 2007

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Test dogs for proper hunt and prey drives for detection training, environmental issues, and temperament

Pre train single and dual-purpose explosive and narcotic detection.

Instruct K9 handler students on all aspects of K9 Handling during three, six, or nine week courses.

Conduct and document weekly student and team evaluations.

Conduct and document annual re- certification of narcotic, explosive, and patrol teams.

Instruct student trainers/instructors in three, six, nine, or ten week courses.

Federal Reserve Bank, Washington D.C.

K9 Team Leader/ Handler, September 2001-2003 (VLK Subcontractor)

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Provide EDD support for Chairman of the Federal Reserve Bank, Alan Greenspan.

Found Real IED while conducting perimeter sweep of Federal Reserve Compound

Supervise 3 dog teams

Conducts maintenance training in explosive detection with his assigned Explosive Detector Dog (EDD)

Conducts operation explosive detection searches of luggage, vehicles, buildings, structures and open areas with his assigned Explosive Detector Dog (EDD)

Provides care and welfare for his assigned Explosive Detector Dog (EDD)



United States Air Force,  
Active Duty 1996- 2000

Assigned to Grand Forks AFB, North Dakota

Assigned Keflavik, Iceland

Assigned to Wright Patterson AFB, Ohio

Assigned to Ali Al Salem AB, Kuwait

Conducted Security Patrols for Priority A Weapons Munitions (Minute Man III Missiles), and worked Presidential Support guarding President Clinton during official visit

Performed duties as an Armorer, Entry Controller for Priority B Radar Site and as a Flight Desk Sergeant

Assigned duties as a patrol for traffic control enforcement and deployed in support of "Operation Desert Calm"

Performed as a recon foot patrol, entry controller and assisted MWD Teams conducting vehicle searches for explosives

## Education

High School Diploma, General Studies, 1996

Community College of the Air Force 1996-2000

## Training and Certifications

Worked as a VLK contract Explosive Detector Dog Handler 2001-2003.

Completed VLK Dual Purpose Detector Dog Handler Course 2002.

Completed VLK Trainer Course

U.S.A.F. Train the Trainer Course Certificate

## Professional Affiliations

American Working Dog, Inc.

Contributor to Fraternal Order of Police

## Publications

Article – "A Vision" – American Working Dog Magazine – Volume 16, Spring 2012

Update: Sept 2024





## Yasmin "Jaz" Stanze

[Owner/Manager/Instructor/Trainer/ Procurement]

### Areas of Expertise

TRAINER/INSTRUCTOR FOR MILITARY, LAW ENFORCEMENT, CIVILIAN CONTRACTING, K9 PRIVATE SECURITY CONSULTANT AND EUROPEAN K9 RELATIONS

### Highlights.

- Thirteen Years Protective Security experience
- Advanced trained EDD (Explosive Detector Dog)/DDD (Drug Detector Dog) Handler
- DoS (State Department) Trained WPPS PSS (Protective Security Specialist)
- DoS Trained WPPS PSS with EDD certification
- 22 years of training and working experience with police and military working dogs.
- Called upon to assist as subject matter expert for multiple classified missions and research and development of canine nose work/ detection.
- Assigned as VLK Canine Procurement Trainer in 2010. One of two trainers responsible for the testing and the selection of 1500+ canines per year for United States canine training companies and other foreign agencies.
- Simultaneously executing and maintaining contracts requesting odor imprinted, class ready K9s. One of two trainers imprinting 80- 100 canines a month on odor or patrol work 2008- 2013.
- Completed VLK Trainer's Course December 2005
- AWD Certifying Official 2008- 2012
- Phantom K9 Procurement, Training and Instructing K9 Teams in 4 regions of the U.S.

### Relevant Experience

Houston K9 Academy, Houston, Texas

Owner/ Manager/ Instructor/ Trainer/ Procurement, September 2013- Present

- In charge of day to day operations
- Hand pick, medically vet, and coordinate logistics for the export/ import of green canines for Houston K9 Academy canine inventory. The canines selected are tested from all over the European Union.
- Train green K9s for local law enforcement, military, private security firms, and non- profit organizations granting K9s to law enforcement agencies and schools. (Single Purpose/ Dual Purpose — Narcotic, Explosive, Accelerant, Cadaver, Search and Rescue, Gun, Patrol and Tracking.
- Provide, train and prepare canines for DoD, DoS and TSA purchase.

- Instruct basic handlers course (K9 Single Purpose (SP)- detection course, K9 SP tracking course, K9 dual purpose handler course), K9 trainer's course and K9 trainer refresher course.
- Work with K9 Guardian clientele in transitioning their new guardian into their new home setting. Maintaining a relationship with all K9 Guardians and owners for scenarios or K9s maintenance.
- Lead instructor February 2021 Dothan Police Working Dog Seminar

Phantom K9, Newcastle, Oklahoma

VP of Operations/ Instructor/ Trainer/ Procurement, August 2022- Present

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- Conduct daily operations.
- Manage K9 Teams in California and Florida.
- Co- Instructor September 2023 Phantom K9—Fall K9 Detection Seminar
- Maintain Monthly Odor Recognition of required explosive proficiency for TSA 3PK9 (Third Party Canine) Teams.
- Instruct basic handler course for stadium/ arena operations or cargo screening program.
- Monitor and maintain all K9 Teams compliant to Phantom K9 working standards and expectations.
- Nationally and TSA 3PK9 Certified with K9 Aleta and servicing Miami International Airport, Cargo.

VLK Euro, the Netherlands

Procurement Director/ Assistant Operations Manager/Trainer, January 2010–July 2013

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- Conduct daily operations.
- Manage daily costs and book keeping for VLK Euro branch.
- Establish relationship with European dog vendors in order to buy dogs for VLK Euro clients
- Pre-select/ train canines for International Federal Police Agencies and Departments (Columbia, Ecuador, Honduras, Brazil, Saudi Arabia, Afghanistan, Iraq, South Africa, Indonesia, Spain, Securitas, U.S. military, U.S. private sector security firms, law enforcement agencies, and executive, home and personal protection clients
- Reduce cost of dogs for VLK, USA purchase
- Deploy to Kabul, Afghanistan to certify dog teams in accordance with DoS and AEGIS standards

Vohne Liche Kennels, Denver, Indiana

Trainer/Instructor, September 2005–January 2010

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- Test dogs for proper hunt and prey drives for detection training, environmental issues, and temperament
- Execute TSA contract for delivery of trained dogs.
- Pre- train single and dual purpose explosive and narcotic detection
- Instruct K9 handler students on all aspects of K9 Handling during three, six or nine week courses
- Conduct and document weekly student and team evaluations
- Conduct and document annual re- certification of narcotic, explosive, and patrol teams
- Instruct student trainers/instructors in three, six, nine, or ten week courses

Prince Group, McLean, Virginia  
Executive Protection, 2007-2008

---

- Served as Agent in Charge/ Detail member on Eric Prince Protection Detail
- Planned and conducted Personal Security operations in high threat theatres
- Ability to lead others

Blackwater USA, Baghdad, Iraq  
DoS Diplomatic Security, WPPS/EDD Handler and PSS, 2007-2007

---

- Explosive ordinance detection
- DoS certified
- PSS certified with EDD
- Protect life and property
- Member of the U.S. Embassy Protection Detail responsible for all K9 operations on assigned detail.
- Conducted daily Security checks at U.S. Embassy and U.S. Ambassador's compound
- Maintain an active DoS security clearance

Triple Canopy, US Embassy, Basrah, Iraq  
DoS Diplomatic Security, WPPS/EDD Handler, 2005-2006 (VLK subcontractor)

---

- Fix site security supervisor for 130 Spanish speaking Peruvian personnel.
- DoS certified.
- Primary PSD K9 responder to attacks on the US Embassy compound.

EODT, Joint Force, Taji, Iraq  
EDD Handler, 2005-2006 (VLK subcontractor)

---

- Provide vehicle and building sweeps for various military entities.
- Certified with over 95% proficiency on an EDD certification
- Maintain daily proficiency training and monthly records.
- Performs over 100 explosive searches of vehicles daily
- Maintain an active Department of Defense Secret security clearance

United States Air Force  
Reserve Duty, 2004- 2008

---

- Completed Reserve Duty

United States Air Force  
Military Working Dog Handler, 2003-2004

---

- Experienced in building, vehicle, and area searches, gunfire, tracking and vehicle bailouts.
- Skilled in leash control, K9 grooming, first aid and health checks.



United States Air Force  
Active Duty, 2000-2004

- Honorable Discharge
- Assigned to Aviano AB, Italy
- Assigned to Lackland AFB, Texas
- Deployed to Burgas, Bulgaria in support of Operation Enduring Freedom
- Assigned to Shaw AFB, South Carolina

### Education

- High School Diploma, 1999, Robert E. Lee High School, Houston, Texas
- Community College of the Air Force, 2000- 2004
- Houston Community College
- Security Forces Apprentice Course Technical School, Lackland AFB, Texas
- Military Working Dog Handler Course, Lackland AFB, Texas

### Training and Certifications

- Ground Tactical Combat Training
- Top Dog Award Phase II MWD Course, Lackland AFB, Texas
- Military Working Dog, EDD/DDD Handler and Law Enforcement Patrol, Shaw AFB, South Carolina
- EDD Support to Ft. Jackson, South Carolina Army Base
- EDD support for United States Secret Service (USSS) Mission- VPOTUS. Orlando, FL, July 2004
- EDD support for USSS Mission- Democratic National Convention Fleet Center Interior Security, Motorcade detail and sweeps of authorized vehicles. Boston, MA., July- Aug 2004
- EDD Support for USSS Mission- Republican National Convention, POTUS and VPOTUS detail., New York, NY., August- September 2004
- EDD Support for USSS Mission- United Nations General Assembly, Motorcade sweep of POTUS vehicle and authorized vehicles as well as POTUS hotel suite and surrounding rooms. September 2004
- Executive Protection Course, State of Virginia 2007
- Close Quarter Combat Training course
- Federal Air Marshal Firearms Qualification Course- certified

### Professional Affiliations

American Working Dog, Inc.

### Publications

Article – "Female Handlers in the K9 World" – American Working Dog Magazine – Volume 16, Spring 2012

Update complete: 9SEPT2024



**ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)**

| NON-DEBARMENT CERTIFICATION FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                               |                                    |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------|
| <b>COMPANY/ENTITY LEGAL NAME:</b> HOUSTON K9 ACADEMY, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                               |                                    |            |
| <b>STREET ADDRESS:</b> 6321 BLISSONNET ST.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                               |                                    |            |
| <b>CITY:</b> HOUSTON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>STATE:</b> TX                                                                                                                                                                                                              | <b>ZIP:</b> 77074                  |            |
| <b>CONTACT NAME:</b> YASMIN STANZE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                               |                                    |            |
| <b>CONTACT EMAIL:</b> JAZ@HOUSTONK9ACADEMY.COM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                               | <b>CONTACT PHONE:</b> 281 841 3579 |            |
| <b>*UEI #</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | EYJADGDRPMS4                                                                                                                                                                                                                  | <b>**TIN #</b>                     | 46-3385321 |
| <p><small>*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts.      **Beneficiary Entities are required to have UEI and/or TIN.</small></p>                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                               |                                    |            |
| <p><b>APPLICABLE REGULATIONS:</b> As stated in the ARPA/SLFRF Terms &amp; Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."</p>                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                               |                                    |            |
| <p><b>Also, Federal Executive Order (E.O.) 12549:</b> "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: <a href="http://www.sam.gov">www.sam.gov</a></p> |                                                                                                                                                                                                                               |                                    |            |
| <p><b>Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity:</b> "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."</p>                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                               |                                    |            |
| <b>[INITIAL]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>CERTIFICATION &amp; SIGNATURE</b>                                                                                                                                                                                          |                                    |            |
| YMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.                                                                                                                 |                                    |            |
| YMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds. |                                    |            |
| <p><small>Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.</small></p>                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                               |                                    |            |
| <b>SIGNATURE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                               | <b>DATE</b>                        |            |
| YASMIN STANZE, PRESIDENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                               | 10/30/2024                         |            |
| <b>PRINTED NAME &amp; TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                               | <b>DATE</b>                        |            |
| <b>FOR DEPARTMENT USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                               |                                    |            |
| SAM Debarment/Certification Record of Clearance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes [ ] No [ ]                                                                                                                                                                                                                | Note:                              |            |
| State of Texas Debarred Vendor List Cleared                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes [ ] No [ ]                                                                                                                                                                                                                | Note:                              |            |
| Verified By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes [ ] No [ ]                                                                                                                                                                                                                | Date:                              |            |

## ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: HOUSTON K9 ACADEMY, LLC

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. **Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.**

REFERENCE 1: 1 yrs working with Baytown PD

|                                |                                        |
|--------------------------------|----------------------------------------|
| Company Name:                  | BAYTOWN PD                             |
| Company Address:               | 3200 N. MAIN ST. BAYTOWN, TX           |
| Contact Name/Title/Phone:      | JEREMY STEVENS / K9 SUP (281) 435-1639 |
| Contact Email:                 | jeremy.stevens@baytown.org             |
| Contract Award Date:           | OCT 2024                               |
| Contract Completion Date:      | CURRENT                                |
| Contract Project Name:         | K9                                     |
| Brief Description of Services: | DUAL PURPOSE K9 & COURSE               |

REFERENCE 2: 8 yrs. working with Pearland PD

|                                |                                            |
|--------------------------------|--------------------------------------------|
| Company Name:                  | PEARLAND PD                                |
| Company Address:               | 2555 Cullen Blvd., Pearland, TX            |
| Contact Name/Title/Phone:      | Eric Harton / K9 supervisor (979) 571-3432 |
| Contact Email:                 | jharton@pearlandtx.gov                     |
| Contract Award Date:           | Oct 2024                                   |
| Contract Completion Date:      | Current                                    |
| Contract Project Name:         | K9                                         |
| Brief Description of Services: | Dual Purpose K9 & Course                   |

REFERENCE 3: 11 yrs. working with HCSO

|                                |                                      |
|--------------------------------|--------------------------------------|
| Company Name:                  | Harris County Sheriff's Office       |
| Company Address:               | 2316 Atascosita Rd                   |
| Contact Name/Title/Phone:      | Chris Moore / K9 Sgt- (281) 642 9384 |
| Contact Email:                 | christopher.moore@sheriff.hctx.net   |
| Contract Award Date:           | Feb 2024                             |
| Contract Completion Date:      | Feb 2024                             |
| Contract Project Name:         |                                      |
| Brief Description of Services: | 3 Contraband / jail canines          |



REFERENCE 4:

|                                |                                      |
|--------------------------------|--------------------------------------|
| Company Name:                  | Harris County Constable Pct. 5       |
| Company Address:               | 17423 Katy Fwy, Houston              |
| Contact Name/Title/Phone:      | Brian Eyring / Sgt K9 (281) 706 1464 |
| Contact Email:                 | brian.eyring@cn5.hctx.net            |
| Contract Award Date:           | Oct 2024                             |
| Contract Completion Date:      | Current                              |
| Contract Project Name:         | K9 Ivar                              |
| Brief Description of Services: | provide handler course 9 wks.        |

REFERENCE 5:

|                                |                                          |
|--------------------------------|------------------------------------------|
| Company Name:                  | Harris County Constable Pct. 1           |
| Company Address:               | 802 Preston St., Houston                 |
| Contact Name/Title/Phone:      | Carl Shaw / Chief Deputy / (713) 55 5200 |
| Contact Email:                 | carl.shaw@cn1.hctx.net                   |
| Contract Award Date:           | Oct 2024                                 |
| Contract Completion Date:      | Current                                  |
| Contract Project Name:         | Trainer Course                           |
| Brief Description of Services: | provide detection phase trainer course   |



# ATTACHMENT K: NON-COLLUSION AFFIDAVIT

## NON-COLLUSION AFFIDAVIT

STATE OF TEXAS           §  
                                     §  
COUNTY OF Harris       §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

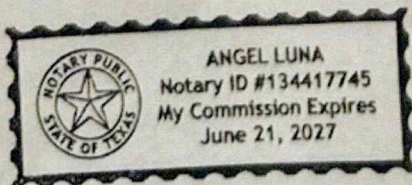
Company: \_\_\_\_\_

Date: \_\_\_\_\_

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_  
the 31 day of October, 2024 on behalf of said bidder.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Reporting

HOUSTON K9 ACADEMY LLC • Active Registration

Unique Entity ID CAGE/NCAGE

EYJADGDRPM54 7HSA4

Physical Address

6321 Bissonnet ST

Houston, Texas

77074-6517, United States

Mailing Address

6321 Bissonnet ST

Houston, Texas

77074-6517, United States

Purpose of Registration

All Awards

Version

Current Record

Entity Information

Expiration Date

Feb 13, 2025

BUSINESS INFORMATION



## ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque or a vendor doing business with the City of La Marque to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque.

I acknowledge that it is 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 City of La Marque as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque and agree to comply with them in all business dealings with the City of La Marque.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

PRINTED NAME, TITLE

COMPANY

DATE

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

## SECTION 1. CONTRACT ADMINISTRATION

### SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

|                                   |                   |                                   |                            |
|-----------------------------------|-------------------|-----------------------------------|----------------------------|
| Entity Name                       | City of La Marque | Vendor Name                       | HOUSTON KA<br>ACADEMY, LLC |
| Entity Address 1                  |                   | Vendor Address 1                  | 6321 BISSONNET ST.         |
| Entity Address 2                  |                   | Vendor Address 2                  | HOUSTON, TX 77074          |
| Entity Representative for Project |                   | Vendor Representative for Project |                            |
| Name                              |                   | Name                              | YASMIN STANZE              |
| Title                             |                   | Title                             | PRESIDENT                  |
| Phone                             |                   | Phone                             | 281 841 3579               |
| Email                             |                   | Email                             | houstonkaacademy@gmail     |
| Entity Billing Contact            |                   | Vendor Billing Contact            |                            |
| Name                              |                   | Name                              | YASMIN STANZE              |
| Title                             |                   | Title                             | PRESIDENT                  |
| Phone                             |                   | Phone                             | 281 841 3579               |
| Email                             |                   | Email                             | jaz@houstonkaacademy.com   |



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HOUSTON K9 ACADEMY, LLC  
Houston, TX United States

Certificate Number:  
2024-1233275

Date Filed:  
10/31/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

La Marque PD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

LM 24 - 07  
K9

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is YAZMIN STANZE, and my date of birth is 5/22/81.

My address is 6846 HALLEN ST. HOUSTON TX 77074 HALLEN  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the

# ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <b>FORM CIQ</b>                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>OFFICE USE ONLY</b><br><br>Date Received:                                                                                                                   |
| <b>1 Name of vendor who has a business relationship with local governmental entity.</b><br><div style="border: 1px solid black; padding: 2px; font-family: cursive;">HOUSTON KA ACADEMY, LLC</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                |
| <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                |
| <b>3 Name of local government officer about whom the information is being disclosed.</b><br><br><div style="border-bottom: 1px solid black; width: 100%; text-align: center;">Name of Officer</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                |
| <b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b><br><br><div style="margin-left: 40px;"> <p>A Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> <p>B Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input checked="" type="checkbox"/> No</span> </div> </div> |  |                                                                                                                                                                |
| <b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                |
| <b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                |
| <b>7</b> <div style="border-bottom: 1px solid black; width: 100%; text-align: center;">Signature of vendor doing business with the governmental entity</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <div style="border-bottom: 1px solid black; width: 100%; text-align: center;">Date</div> <div style="font-family: cursive; font-size: 1.2em;">10/30/2024</div> |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

**ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES**  
**SF-LLL CERTIFICATION REGARDING LOBBYING**  
**(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING \$100,000)**

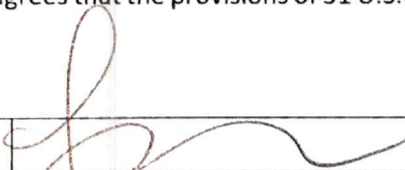
---

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, HOUSTON K9 ACADEMY, LLC (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

|                           |                                                                                     |
|---------------------------|-------------------------------------------------------------------------------------|
| SIGNATURE                 |  |
| NAME OF AUTHORIZED AGENT  | VASIM IN TANZE                                                                      |
| TITLE OF AUTHORIZED AGENT | PRESIDENT                                                                           |
| DATE                      | 10/30/2024                                                                          |

## ATTACHMENT J: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that HOUSTON KA ACADEMY, LLC (Company Name) is a



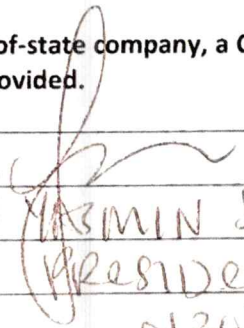
**Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR



**Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at \_\_\_\_\_ (City and State).

**Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.**

|                           |                                                                                     |
|---------------------------|-------------------------------------------------------------------------------------|
| SIGNATURE                 |  |
| NAME OF AUTHORIZED AGENT  | GARMIN STANZE                                                                       |
| TITLE OF AUTHORIZED AGENT | PRESIDENT                                                                           |
| DATE                      | 10/30/2024                                                                          |



**INVITATION FOR BID NON-CONSTRUCTION ONLY**  
**City of La Marque**  
**AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM**  
**GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT**

|                                                            |                                 |
|------------------------------------------------------------|---------------------------------|
| <b>Vendor Name</b>                                         | Houston K9 Academy              |
| <b>Vendor Unique Entity Identifier (UEI) if available</b>  | EYJADGDRPM54                    |
| <b>Period of Performance Start Date</b>                    | December 1 <sup>st</sup> , 2024 |
| <b>Period of Performance End Date</b>                      | August 30, 2026                 |
| <b>Amount of Federal Funds Obligated by this Agreement</b> | \$41,250                        |
| <b>Assisted Listing Number (ALN) # 21.027</b>              | <b>FAIN #</b>                   |

**INTRODUCTION**

THIS CONTRACT for General Services, Supplies, and/or Equipment ("Contract") is made and entered into this 02/03/2025, by and between City of La Marque, Texas, hereinafter referred to as the "Entity" and Houston K9 Academy, hereinafter referred to as the "Vendor." Entity and Vendor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

## SECTION 1. CONTRACT ADMINISTRATION

### SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

|                                          |                             |                                          |                            |
|------------------------------------------|-----------------------------|------------------------------------------|----------------------------|
| <b>Entity Name</b>                       | City of La Marque           | <b>Vendor Name</b>                       | Houston K9 Academy         |
| <b>Entity Address 1</b>                  | 1111 Bayou Road             | <b>Vendor Address 1</b>                  | 6321 Bissonnet St          |
| <b>Entity Address 2</b>                  | La Marque Texas             | <b>Vendor Address 2</b>                  | Houston Texas 77074        |
|                                          |                             |                                          |                            |
| <b>Entity Representative for Project</b> |                             | <b>Vendor Representative for Project</b> |                            |
| <b>Name</b>                              | Jose Santos                 | <b>Name</b>                              | Yasmin Stanze              |
| <b>Title</b>                             | Corporal                    | <b>Title</b>                             | Owner                      |
| <b>Phone</b>                             | 409-354-9927                | <b>Phone</b>                             | 281-841-3579               |
| <b>Email</b>                             | j.santos@cityoflamarque.org | <b>Email</b>                             | houstonk9academy@gmail.com |
| <b>Entity Billing Contact</b>            |                             | <b>Vendor Billing Contact</b>            |                            |
| <b>Name</b>                              | Christine Turner            | <b>Name</b>                              | Yasmin Stanze              |
| <b>Title</b>                             | Finance Director            | <b>Title</b>                             | Owner                      |
| <b>Phone</b>                             | 409-938-9205                | <b>Phone</b>                             | 281-841-3579               |
| <b>Email</b>                             | c.turner@cityoflamarque.org | <b>Email</b>                             | houstonk9academy@gmail.com |

## SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

### Exhibits

|            |                                                                |
|------------|----------------------------------------------------------------|
| Exhibit A1 | Scope of Work                                                  |
| Exhibit A2 | Payment & Pricing Schedule                                     |
| Exhibit A3 | Request for Payment                                            |
| Exhibit B  | ARPA Required Contract Provisions                              |
| Exhibit C  | Other Relevant Information/Special Conditions for Construction |
| Exhibit D  | Insurance Certificate                                          |
| Exhibit E  | Bid, Performance, and Payment Bonds                            |
| Exhibit F  | Eligibility Verification (SAM.gov)                             |
| Exhibit G  | Certificate of Interested Parties (Form 1295)                  |

## SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

### 1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within six hundred thirty eight days (638) calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than August 31<sup>st</sup>, 2026.

#### 1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

#### 1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

#### 1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

#### 1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

#### 1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.



- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

#### 1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

#### 1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

#### 1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

#### 1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

### **SECTION 1.5 CONTRACT SUM AND PAYMENTS**

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

#### 1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of Forty one thousand two hundred and fifty dollars (\$41,250), and make payment in accordance with the provisions of this Section.

#### 1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (if needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

#### 1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by the City no later than September 30, 2026.**

#### 1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

#### 1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

#### 1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

## **SECTION 2. ENTITY RESPONSIBILITIES**

### **SECTION 2.1 GENERAL**

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and

completion or delivery.

- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

### **SECTION 3. SCOPE OF WORK**

#### **SECTION 3.1 GENERAL**

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

#### **SECTION 3.2 PROJECT CONTROL**

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

#### **SECTION 3.3 SUBVENDORS**

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

#### **SECTION 3.4 HUB SUBCONTRACTING PLAN**

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

#### **SECTION 3.5 KEY TASKS**

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.

- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

### **SECTION 3.6 SCHEDULING**

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

### **SECTION 3.7 NON-CONFORMING WORK**

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

### **SECTION 3.8 INDEMNIFICATION**

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility



and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

### **SECTION 3.9 INSURANCE & BONDING**

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

## **SECTION 4. REQUIRED PROVISIONS**

The Vendor shall comply with the following items:

### **SECTION 4.1 TERMS AND CONDITIONS**

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

### **SECTION 4.2 DEBARMENT AND SUSPENSION**

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

### **SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI**

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

### **SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE**

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

### **SECTION 4.5 ETHICS MATTERS**

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](#), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

#### **SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS**

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

### **SECTION 5. MISCELLANEOUS PROVISIONS**

#### **SECTION 5.1 GENERAL**

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
  - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
  - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
  - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

#### **SECTION 5.2 CAPACITY TO PERFORM**

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

#### **SECTION 5.3 LIMITATION OF LIABILITY**

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

#### **SECTION 5.4 ASSIGNMENT**

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

#### **SECTION 5.5 GOVERNING LAW AND VENUE**

The Vendor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in City of La Marque, Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

#### **SECTION 5.6 WAIVERS**

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

#### **SECTION 5.7 SEVERABILITY**

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

**SECTION 5.8 NEW LAWS**

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: \_\_\_\_\_  
(Entity Official)  
  
\_\_\_\_\_  
(Printed Name)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

BY: Houston K9 Academy  
(Vendor's Authorized Representative)  
Yasmin Stanze  
(Printed Name)  
President  
(Title)  
2/5/2025  
(Date)



## SECTION 6. EXHIBITS

**THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:**

|            |                                                    |
|------------|----------------------------------------------------|
| Exhibit A1 | Scope of Work                                      |
| Exhibit A2 | Payment & Pricing Schedule                         |
| Exhibit A3 | Request for Payment                                |
| Exhibit B  | ARPA Required Provisions (ARPA Terms & Conditions) |
| Exhibit C  | Other Relevant Information                         |
| Exhibit D  | Insurance Certificate (if applicable)              |
| Exhibit E  | Bid, Performance, and Payment Bonds                |
| Exhibit F  | Eligibility Verification (SAM.gov)                 |
| Exhibit G  | Certificate of Interested Parties (Form 1295)      |

## Exhibit A1 – Scope of Work

| Item | Description                              | Quantity | Unit of Measure |
|------|------------------------------------------|----------|-----------------|
| 1    | One (1) Police K-9 dual purpose          | 3        | Each            |
| 2    | One (1) Police K-9 Dual Purpose          | 3        | Each            |
| 3    | One (1) Optional Police K-9 Dual Purpose | 3        | Each            |

**DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order**

K-9 1: The vendor must deliver the first K-9 within 60 to 90 days of executing the contract/purchase order.

K-9 2: The vendor must deliver the first K-9 approximately one year after executing the contract/purchase order.

K-9 3: If deemed necessary, the third K-9 must be delivered within the agreed-upon timeframe of executing the contract/purchase order.

### 1. Project Overview

The La Marque Police Department in Texas seeks to procure up to three trained Police K-9s in a phased approach to support law enforcement efforts in narcotics detection, suspect apprehension, and public safety. The procurement will take place over one to two years, with an option to purchase a third K-9 if necessary. The selected vendor must provide the first K-9 within the normal delivery timeframe, guarantee pricing for all K-9s, and ensure all relevant certifications and training comply with Texas law enforcement standards.

### 2. Objectives

- **Enhance Law Enforcement Capabilities:** Strengthen the department's capacity in narcotics detection, criminal apprehension, public demonstrations, evidence searches, and general public safety operations.
- **Staged Procurement and Price Stability:** Allow for a phased procurement of up to three K-9s over a two-year period with price guarantees and flexibility for the city to determine the need for a third K-9.

### 3. Specifications and Requirements

#### 3.1 K-9 Specifications

- Breed and Gender: The preferred breeds include German Shepherd, Belgian Malinois, or Dutch Shepherd.
- Age: The K-9 must be no older than two (2) years at the time of delivery.
- Health: The K-9 must be in excellent health, certified by a Texas-licensed veterinarian, with a full medical history including all Texas-required vaccinations and dental health check. The vendor must provide a written guarantee covering health issues, including natural health and dental conditions.

#### 4. Vendor Requirements

- The vendor must have a minimum of 5 years of experience in supplying and training K-9s for Texas law enforcement agencies.
- The vendor must provide at least three references from Texas law enforcement agencies where similar K-9s have been placed.
- The vendor must provide documentation of K-9 training history, performance evaluations, and certifications.

#### 5. Warranty and Support

- The vendor must provide a written health and performance guarantee for the K-9, covering genetic defects, dental issues, or training deficiencies that would render the K-9 unsuitable for police work. If any of these issues occur, the vendor must replace the K-9 at no cost to the City of La Marque.
- The vendor must provide a support plan for re-training or addressing performance issues for each K-9 within the first year of service at no additional cost.

## Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

### Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

### Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

**Lump Sum Price:** Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

| SCOPE OF WORK                                           | PRICE            |
|---------------------------------------------------------|------------------|
| K9 Dual Purpose Narcotic/Patrol Dog                     | \$ 13,750        |
| K9 Dual Purpose Narcotic/Patrol Dog                     | \$ 13,750        |
| K9 Dual Purpose Narcotic/Patrol Dog                     | \$ 13,750        |
| <b>TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)</b> | <b>\$ 41,250</b> |



### Exhibit A3 – Request for Payment

|                         |  |                       |  |
|-------------------------|--|-----------------------|--|
| <b>Project Name:</b>    |  |                       |  |
| <b>Vendor Name:</b>     |  |                       |  |
| <b>Date of Request:</b> |  |                       |  |
| <b>Contact Name:</b>    |  |                       |  |
| <b>Contact Phone:</b>   |  | <b>Contact Email:</b> |  |

| Item for Payment | Description | Unit Cost or Percent Complete | # of Units | Total Amount |
|------------------|-------------|-------------------------------|------------|--------------|
|                  |             |                               |            |              |
|                  |             |                               |            |              |
|                  |             |                               |            |              |
| <b>TOTAL</b>     |             |                               |            |              |

| X | Attachments |
|---|-------------|
|   |             |
|   |             |

| Submitted By          |  |
|-----------------------|--|
| <b>Name and Title</b> |  |
| <b>Signature</b>      |  |

**CERTIFICATION:** I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**WARNING:** Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

## Exhibit B – ARPA Required Provisions

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

| THRESHOLD                                        | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | CITATION                                                 | PROVISION APPLIES TO                                  |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------|
|                                                  | <b>2 CFR 200 Appendix II (A-L)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                          |                                                       |
| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2 CFR 200<br>APPENDIX II (A)                             | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |
| >\$10,000                                        | All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2 CFR 200<br>APPENDIX II (B)                             | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |
| None                                             | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,</p> | 2 CFR 200<br>APPENDIX II (C)<br>and<br>41 CFR §60-1.4(b) | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CITATION | PROVISION APPLIES TO |
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|           | <p>gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the</p> |          |                      |

| THRESHOLD                                                                                                                                                               | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CITATION                             | PROVISION APPLIES TO                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------|
|                                                                                                                                                                         | <p>administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                      |                                                |
| <p>&gt;\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>&gt;\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p> | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>2 CFR 200<br/>APPENDIX II (D)</p> | <p>Contractor RFP/IFB</p> <p>Subrecipients</p> |



| THRESHOLD  | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CITATION                     | PROVISION APPLIES TO                                             |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------|
|            | any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |                                                                  |
| >\$100,000 | Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200<br>APPENDIX II (E) | Contractor RFP/IFB<br>Subrecipients                              |
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2 CFR 200<br>APPENDIX II (F) | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients            |
| >\$150,000 | Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2 CFR 200<br>APPENDIX II (G) | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients            |
| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2 CFR 200<br>APPENDIX II (H) | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |

| THRESHOLD  | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CITATION                                                         | PROVISION APPLIES TO                                                 |
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| >\$100,000 | <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>2 CFR 200<br/>APPENDIX II (I)<br/>and<br/>24 CFR §570.303</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |
|            | <p>See 2 CFR §200.323- Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <ol style="list-style-type: none"> <li>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— <ol style="list-style-type: none"> <li>1. Competitively within a timeframe providing for compliance with the contract performance schedule;</li> <li>2. Meeting contract performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> </li> <li>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</li> <li>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."</li> </ol> | <p>2 CFR 200<br/>APPENDIX II (J)</p>                             | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CITATION                                | PROVISION APPLIES TO                                                 |
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|           | <p>See 2 CFR §200.216- Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ol> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p> | <p>2 CFR 200</p> <p>APPENDIX II (K)</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |
|           | <p>See 2 CFR §200.322- Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>2 CFR 200</p> <p>APPENDIX II (L)</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CITATION      | PROVISION APPLIES TO                                                                                  |
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|           | <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |                                                                                                       |
|           | <b>Additional 2 CFR 200 references &amp; Other Regulations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                                                                                       |
| None      | The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200.112 | <a href="#">Contractor RFP/IFB</a><br><a href="#">Contractor RFQ</a><br><a href="#">Subrecipients</a> |
| None      | <p>Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | 2 CFR 200.321 | <a href="#">Contractor RFP/IFB</a><br><a href="#">Contractor RFQ</a><br><a href="#">Subrecipients</a> |
| >\$10,000 | <p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2 CFR 200.323 | <a href="#">Contractor RFP/IFB</a><br><a href="#">Contractor RFQ</a><br><a href="#">Subrecipients</a> |

| THRESHOLD | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CITATION      | PROVISION APPLIES TO                                                                |
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|           | <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                                                                     |
| None      | <p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b> The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the</p> | 2 CFR 200.334 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |



| THRESHOLD                            | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CITATION                                                       | PROVISION APPLIES TO                                                                |
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|                                      | end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                |                                                                                     |
| None                                 | The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. | 2 CFR 200.336                                                  | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>                |
| None                                 | CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Texas Government Code 2252.152                                 | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>                |
| >\$100,000                           | <p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Texas Government Code 2271                                     | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |
| For Critical Infrastructure Projects | <p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102 | <p>Subrecipients</p> <p>EC 6.1 Awardees</p>                                         |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CITATION                                                                                                                          | PROVISION APPLIES TO                |
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|                                   | <p>excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p> |                                                                                                                                   |                                     |
| None                              | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 42 U.S.C. 6201                                                                                                                    | Contractor RFP/IFB<br>Subrecipients |
| None                              | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Section 504 of the Rehabilitation Act of 1973, as amended.                                                                        | Subrecipients                       |
|                                   | <b>ARPA Terms &amp; Conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                   |                                     |
| ARPA Terms, Conditions, & Records | <p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p> | Subrecipients                       |
| ARPA Terms, Conditions, & Records | 2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;                                                                  | Subrecipients                       |

| THRESHOLD                               | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CITATION                                                                                                                              | PROVISION APPLIES TO                                             |
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|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Section 602(b),<br>603(b) and/or 603(c)<br>as applicable                                                                              |                                                                  |
| ARPA Terms,<br>Conditions, &<br>Records | 3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Section 9901 of the<br>American Rescue<br>Plan Act, Pub. L. No.<br>117-2;<br>Section 602(b),<br>603(b) and/or 603(c)<br>as applicable | Subrecipients                                                    |
| ARPA Terms,<br>Conditions, &<br>Records | 4. Maintenance of and Access to Records<br><br>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.<br><br>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.<br><br>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later. | Section 9901 of the<br>American Rescue<br>Plan Act, Pub. L. No.<br>117-2;<br>Section 602(b),<br>603(b) and/or 603(c)<br>as applicable | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |
| ARPA Terms,<br>Conditions, &<br>Records | 5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Section 9901 of the<br>American Rescue<br>Plan Act, Pub. L. No.<br>117-2;<br>Section 602(b),<br>603(b) and/or 603(c)<br>as applicable | Subrecipients                                                    |
| ARPA Terms,<br>Conditions, &<br>Records | 6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Section 9901 of the<br>American Rescue<br>Plan Act, Pub. L. No.<br>117-2;<br>Section 602(b),<br>603(b) and/or 603(c)<br>as applicable | Subrecipients                                                    |
| ARPA Terms,<br>Conditions, &<br>Records | 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Section 9901 of the<br>American Rescue<br>Plan Act, Pub. L. No.<br>117-2;<br>Section 602(b),<br>603(b) and/or 603(c)<br>as applicable | Subrecipients                                                    |
| ARPA Terms,<br>Conditions, &<br>Records | 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as                                                                                                                                                                                                                                                                                                                                                                                    | Section 9901 of the<br>American Rescue<br>Plan Act, Pub. L. No.<br>117-2;<br>Section 602(b),<br>603(b) and/or 603(c)<br>as applicable | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CITATION                                                                                                                       | PROVISION APPLIES TO                                                                |
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|                                   | appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                |                                                                                     |
| ARPA Terms, Conditions, & Records | <p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</li> <li>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</li> <li>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</li> <li>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.</li> <li>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</li> <li>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</li> <li>vii. New Restrictions on Lobbying, 31 CFR Part 21.</li> <li>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</li> <li>ix. Generally applicable federal environmental laws and regulations.</li> </ul> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</li> </ul> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CITATION                                                                                                               | PROVISION APPLIES TO                                             |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
|                                   | <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p> |                                                                                                                        |                                                                  |
| ARPA Terms, Conditions, & Records | 10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |
| ARPA Terms, Conditions, & Records | 12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Contractor RFP/IFB<br>Contractor RFQ<br>Subrecipients<br>Vendors |
| ARPA Terms, Conditions, & Records | 13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | Subrecipients                                                    |



| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CITATION                                                                                                                       | PROVISION APPLIES TO                                                                |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| ARPA Terms, Conditions, & Records | <p>14. Debts Owed the Federal Government.</p> <p>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</p> <p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>                                                                                                                                                                                                                                                                    | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | Subrecipients                                                                       |
| ARPA Terms, Conditions, & Records | <p>15. Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | Subrecipients                                                                       |
| ARPA Terms, Conditions, & Records | <p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> </ul> | <p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br/>Section 602(b), 603(b) and/or 603(c) as applicable</p> | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |

| THRESHOLD                         | PROVISION                                                                                                                                                                                                                                                                                                                                                           | CITATION                                                                                                               | PROVISION APPLIES TO                                                                |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|                                   | <p>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</p> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>                   |                                                                                                                        |                                                                                     |
| ARPA Terms, Conditions, & Records | 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.                                                | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |
| ARPA Terms, Conditions, & Records | 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers | Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;<br>Section 602(b), 603(b) and/or 603(c) as applicable | <p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> |

## **Exhibit C – Other Related Information**

### **1. Vendor K-9 Selection Process**

The selection of the K-9s, including breed, performance, and characteristics, will be at the sole discretion of the La Marque Police Department. The vendor must provide a sufficient number of K-9s for selection by the department and will include in their proposal the approximate number of K-9s available at the time of selection.

- The vendor must make all K-9s available for review and selection based on temperament, performance, and health evaluations.
- The City of La Marque's K-9 department reserves the right to conduct performance tests to ensure the K-9 meets the department's operational needs before final selection.

### **2. Ongoing Health and Performance Evaluations**

- The vendor must conduct an evaluation of the K-9's health and performance prior to delivery to the department. This evaluation must be carried out by a licensed Texas veterinarian and certified K-9 training personnel.
- The La Marque Police Department reserves the right to request additional health evaluations from an independent veterinarian within 30 days of delivery.
- If any health or performance issues arise within the first year of service, the vendor must replace the K-9 at no cost to the department.

### **3. K-9 Retirement or Replacement**

- In the event that a K-9 becomes unsuitable for service due to health, injury, or performance deficiencies, the vendor must provide a full replacement at no additional cost, under the conditions specified in the guarantee.
- The department reserves the right to retire the K-9 under the City of La Marque's existing policies for retired police animals, which includes ensuring humane treatment and retirement conditions.

### **4. Legal Compliance**

- The vendor and La Marque Police Department must ensure that the use, training, and deployment of the K-9 complies with all relevant Texas state laws and federal regulations regarding K-9 operations, including use of force and narcotics detection.
- Any updates in legislation or court rulings that may impact K-9 use in law enforcement must be incorporated into training and operations as part of the vendor's maintenance training program.

## **5. K-9 Liability Insurance**

- The vendor must provide proof of liability insurance covering the K-9 during the training period and during transportation to La Marque.
- The City of La Marque shall be listed as an additional insured on the vendor's policy.

## **6. Emergency Response and 24/7 Availability**

- The vendor must provide 24/7 availability for consultation on K-9 health or performance issues during the first year of service.
- In case of emergencies, the vendor must offer support, including arranging for replacement if the K-9 is deemed unfit for service due to sudden health or injury concerns.

## **7. Reporting Requirements**

- The vendor must provide quarterly progress reports to the La Marque Police Department during the training period, including updates on the K-9's health, training milestones, and any performance evaluations.
- After delivery, the vendor must submit annual reports regarding the K-9's health, performance, and any retraining or re-certification activities.

## **8. Force Majeure**

In the event that unforeseen circumstances (such as natural disasters, acts of terrorism, or other force majeure events) prevent the vendor from meeting delivery or training obligations, the vendor must notify the La Marque Police Department immediately. Any delays will be handled on a case-by-case basis, with appropriate adjustments made to the project timeline if necessary.

## **Exhibit D – Insurance Certificate**

To be inserted



## Exhibit E – Bid, Performance, and Payment Bonds

N/A

## **Exhibit F – Eligibility Verification (SAM.gov)**

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

### **Exhibit G – Certificate of Interested Parties (Form 1295)**

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: <https://www.ethics.state.tx.us/filinginfo/1295/> and must be returned with the certification number assigned after completion



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/07/2024

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

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

|                                                                                                                         |                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br><b>THE WOODLANDS FIN GRP-BR409</b><br><b>5700 NW Central Dr Ste 239</b><br><b>Houston, TX 77092</b>         | CONTACT NAME <b>JC</b><br>PHONE (A/C, No, Ext) <b>(855)201-8934</b> FAX (A/C, No) <b>(281)407-6230</b><br>E-MAIL ADDRESS <b>skhan@twfg.com</b>  |
| INSURED<br><b>HOUSTON K9 ACADEMY LLC</b><br><b>6321 BISSONNET ST</b><br><b>Houston, TX 77074</b><br><b>281-841-3579</b> | INSURER(S) AFFORDING COVERAGE<br>INSURER A <b>WESTERN WORLD INSURANCE COMP</b><br>INSURER B<br>INSURER C<br>INSURER D<br>INSURER E<br>INSURER F |

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                | ADOL SUBR INSD WVD                                                   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                               |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------|-------------------------|-------------------------|------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                                                 | X                                                                    | PWNES-0       | 10/04/24                | 10/04/25                | EACH OCCURRENCE \$ 1,000,000                         |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                   |                                                                      |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|          |                                                                                                                                                                                  |                                                                      |               |                         |                         | MED EXP (Any one person) \$ 5,000                    |
|          |                                                                                                                                                                                  |                                                                      |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br>PRO <input checked="" type="checkbox"/> POLICYJECT <input type="checkbox"/> LOC                                                            |                                                                      |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
|          | OTHER:                                                                                                                                                                           |                                                                      |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
|          | AUTOMOBILE LIABILITY                                                                                                                                                             |                                                                      |               |                         |                         | \$                                                   |
|          | ANY/AUTO                                                                                                                                                                         |                                                                      |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)                  |
|          | <input checked="" type="checkbox"/> OWNERS ONLY                                                                                                                                  |                                                                      |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                                                                                         |                                                                      |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | <input type="checkbox"/> HIRED AUTOS ONLY                                                                                                                                        |                                                                      |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                    |                                                                      |               |                         |                         | \$                                                   |
|          | UMBRELLA LIAB                                                                                                                                                                    | <input type="checkbox"/> OCCUR                                       |               |                         |                         | EACH OCCURRENCE \$                                   |
|          | EXCESS LIAB                                                                                                                                                                      | <input type="checkbox"/> CLAIMS-MADE                                 |               |                         |                         | AGGREGATE \$                                         |
|          | DED                                                                                                                                                                              | RETENTION \$                                                         |               |                         |                         | \$                                                   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A |               |                         |                         | PER OTHER-STATE/TER                                  |
|          |                                                                                                                                                                                  |                                                                      |               |                         |                         | E.L. EACH ACCIDENT \$                                |
|          |                                                                                                                                                                                  |                                                                      |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                        |
|          |                                                                                                                                                                                  |                                                                      |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CITY OF LA MARQUE IS HEREBY LISTED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY.**

|                                                                                                        |                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER<br><b>CITY OF LA MARQUE</b><br><b>1111 BAYOU RD.,</b><br><b>LA MARQUE, TX 77568</b> | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>J. Covens</i> |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2025-1277747

Date Filed:  
03/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HOUSTON K9 ACADEMY, LLC  
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of La Marque

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RCP-056096  
POLICE WORKING DOGS

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.



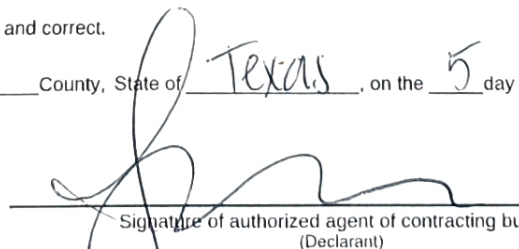
### 6 UNSWORN DECLARATION

My name is Yasmin Stanze, and my date of birth is 22 May 81.

My address is 6321 Bissunnet St. Houston TX 77074 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 5 day of March 2025.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)





Subaward Reporting is coming to SAM.gov on March 8th [Show Details](#)  
Feb 27, 2025



[See All Alerts](#)

Scheduled SAM Maintenance [Show Details](#)  
Mar 5, 2025



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[Core Data](#)

[Actions](#)

Entity Registration

HOUSTON K9 ACADEMY LLC

Active Registration

Entity Information

Core Data

Unique Entity ID  
EYJADGDRPM54

CAGE/NCAGE  
7HSA4

Expiration Date  
Feb 13, 2026

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Physical Address  
6321 Bissonnet ST  
Houston, Texas  
77074-6517, United States

Mailing Address  
6321 Bissonnet ST  
Houston, Texas  
77074-6517, United States

Assertions

Reps and Certs

Purpose of Registration  
Federal Assistance Awards Only

Exclusions

Version

Responsibility / Qualification

Current Record

Entity Reporting

## BUSINESS INFORMATION

|                                    |                                                           |
|------------------------------------|-----------------------------------------------------------|
| Doing Business As<br>(blank)       | URL<br>(blank)                                            |
| Division Name<br>(blank)           | Division Number<br>(blank)                                |
| Congressional District<br>Texas 09 | State/Country of<br>Incorporation<br>Texas, United States |

### Registration Dates

|                                 |                                           |
|---------------------------------|-------------------------------------------|
| Activation Date<br>Feb 17, 2025 | Initial Registration Date<br>Sep 30, 2015 |
| Submission Date<br>Feb 13, 2025 |                                           |

|       |      |                        |
|-------|------|------------------------|
| Owner | CAGE | Legal Business<br>Name |
|-------|------|------------------------|

### Entity Dates

|                     |         |         |
|---------------------|---------|---------|
| Immediate Owner     | (blank) | (blank) |
| Highest Level Owner | (blank) | (blank) |

|                                  |                                      |
|----------------------------------|--------------------------------------|
| Entity Start Date<br>Aug 1, 2013 | Fiscal Year End Close Date<br>Sep 30 |
|----------------------------------|--------------------------------------|

### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## SAM SEARCH AUTHORIZATION



## CITY COUNCIL AGENDA FORM

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Meeting Date: April 14, 2025  
Prepared by: Amanda Hobby  
Department: Public Works

Agenda Item: 9.VI.  
Reviewed by: \_\_\_\_\_

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### **AGENDA ITEM DESCRIPTION:**

Considering a name change from Saltgrass Park to West Side City Park - *Parks Board / Public Works*

### **STAFF BRIEFING:**

On January 16, 2025, the Parks Board made a motion to recommend the Council to consider changing the name of Saltgrass Park to West Side City Park. The Parks Board is aiming to make the park's name more inclusive and reflect its accessibility to all residents of La Marque - not just those who live in the Saltgrass Subdivision. Changing the name to "West Side City Park" would help ensure that residents don't mistakenly perceive it as a private park.

### **HISTORY:**

01.16.2025 - Item before Parks Board

03.20.2025 - Minutes approved by Parks Board, recommendation added to Council agenda.

### **FISCAL IMPACT:**

N/A



## CITY COUNCIL AGENDA FORM

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Meeting Date: April 14, 2025

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 9.VII.

Reviewed by:

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### **AGENDA ITEM DESCRIPTION:**

Considering the implementation of background checks for all volunteers, including boards, commissions, committees, and council - *City Clerk*

### **STAFF BRIEFING:**

At a previous Council meeting, Mayor Pro Tem Compian requested that the City begin background checks for volunteers to ensure that the City is not subjected to liability regarding individuals participating in certain events. This process had been discussed by previous City Councils, and it was determined at that time that the City would not like to move forward. This Council has decided to review that decision.

### **HISTORY:**

### **FISCAL IMPACT:**

None.



**CANDIDATE APPLICATION FORM  
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS  
OF  
THE CITY OF LA MARQUE**

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application may be subject to disclosure under the Public Information Act.

**Please type or print information:**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_ (must be a La Marque resident at least 12 months)- unless applying for membership to the Planning and Zoning Commission which requires -

Must provide two (2) forms) of residency authentication: Resident Authentication provided:

\_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

Board Preference 1: \_\_\_\_\_

Board Preference 2: \_\_\_\_\_

Profession: \_\_\_\_\_

Special Knowledge or Experience applicable to City Board/Commission function:

\_\_\_\_\_

\_\_\_\_\_

Other Information (Civic Activities): \_\_\_\_\_

I certify under penalty of perjury that the foregoing information is true and correct.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.**



**Activities:**

*Kids Tournament 10:30 AM  
to 11:30 AM*

*Raffle Items*

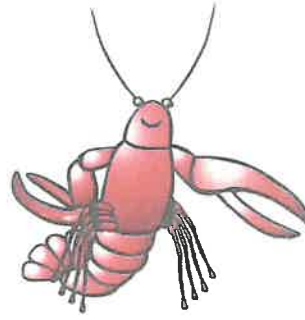
*Auction*

*Men and Ladies Casting  
Contest*

*2024 Hall of Fame T-shirts  
on sale \$5.00 each*

*2025 Hall of Fame T-shirts  
on sale*

# SOUTHEAST TEXAS SPORTS FISHING ASSOCIATION



## 24th Annual

### Crawfish Boil and Shrimp And Annual Awards Ceremony

**Menu:**

Crawfish, Shrimp, potatoes,  
and corn. 

Barbecue 



*If you would  
like to bring a covered  
dish or a dessert, it  
would be appreciated.*



**Music**



**Bring your chairs and  
drinks and plan to stay  
awhile.**

For additional information, contact via  
email to [setsfa1971@gmail.com](mailto:setsfa1971@gmail.com) or the  
SETSFA Facebook page



**When:** Saturday, May 03, 2025

**Where:** Highland Bayou Park, La Marque, TX

**Time:** 12:00 PM - 6:00 PM

**Directions:**

IH-45 South - Exit 10 at IH-45, stay on frontage road, turn right at Ron Hoover RV and Marine.

IH-45 North - Exit 10 at IH-45, loop around underneath the overpass and stay to your right on the frontage road. Turn right at Ron Hoover RV and Marine.

## BRING THE WHOLE FAMILY! GUESTS ARE WELCOME!



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

SOUTH EAST TEXAS SPORT FISHING  
ASSOCIATION  
2402 5TH AVE N  
TEXAS CITY, TX 77590

Date: 02/14/2023  
Employer ID number: 92-1693813  
Person to contact: Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
Accounting period ending: December 31  
Public charity status: 170(b)(1)(A)(vi)  
Form 990 / 990-EZ / 990-N required: Yes  
Effective date of exemption: January 9, 2023  
Contribution deductibility: Yes  
Addendum applies: No  
DLN: 26053440002473

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

Letter 947 (Rev. 2-2020)  
Catalog Number 35152P



**SOUTHEAST TEXAS SPORTS FISHING ASSOCIATION  
(S.E.T.S.F.A)  
P. O. Box 1478  
Texas City, Texas 77592-1478**

---

Dear Sponsor:

The Southeast Texas Sports Fishing Association is an organization composed of sportsmen from the Houston-Galveston area.

Our primary fundraiser is the Annual Hall of Fame Tournament held for 9 days, May 31 - June 8, 2025. The 2025 Hall of Fame Tournament is our 52<sup>nd</sup>.

To date, S.E.T.S.F.A. has donated over \$109,000 to our charities.

2024 recipients of tournament proceeds include:

- Texas Parks & Wildlife - Sea Center Texas – A marine development, aquarium and education center in Lake Jackson. The hatchery produces primarily red drum and spotted sea trout fingerlings for release into Texas Coastal Waters.
- Ronald McDonald House of Galveston – Any family with a child under the age of 18 or an individual being followed by a pediatric service and being treated in Galveston may be referred for admissions through their hospital/clinic case worker.
- Reel Recovery – Free fly-fishing Retreats for men living with all forms of cancer. Combines expert fly-fishing instruction with directed “courageous” conversations by sharing stories.
- Turning POINT Handicapped Drum Fishing Tournament – Held annually at the Galveston Yacht Marina, this tournament is for physically challenged adults and children. Each participant is paired with a Captain and his mate to assist, if needed, participants. Awards are given to the winners. There are also raffles and silent auctions to help raise money. BBQ is served.
- Shriner's Children's Hospital of Galveston – Compassionate family-centered and collaborative environment providing personalized care to each child from basic to complex conditions that require care over months and even years.

Your donation will feature your advertisement in our brochure, which is published for the Hall of Fame Tournament and is distributed to local marinas, bait camps, retail outlets, and direct mail.

Sincerely,

Dave Anderson  
President



**SOUTHEAST TEXAS SPORT FISHING ASSOCIATION**  
**52<sup>nd</sup> Annual Hall of Fame Tournament**  
**2025 Advertising and Sponsor Program**  
**Tournament Dates—May 31 thru June 8, 2025**

| <b>INSHORE DIVISION</b>       | <b>1<sup>st</sup> Place</b> | <b>2<sup>nd</sup> Place</b> | <b>3<sup>rd</sup> Place</b> |
|-------------------------------|-----------------------------|-----------------------------|-----------------------------|
| Speckled Trout                | \$1000                      | \$500                       | \$250                       |
| Stingray (Minimum 100 lbs)    | \$750                       | \$500                       | \$250                       |
| Redfish (Heaviest legal slot) | \$600                       | \$400                       | \$200                       |
| Gar                           | \$400                       | \$200                       | \$100                       |
| Flounder                      | \$400                       | \$200                       | \$100                       |
| Jackfish                      | \$400                       | \$200                       | \$100                       |
| Gafftop                       | \$400                       | \$200                       | \$100                       |
| Bull Red                      | \$400                       | \$200                       | \$100                       |

| <b>OFFSHORE DIVISION</b> |        |       |       |
|--------------------------|--------|-------|-------|
| Kingfish                 | \$800  | \$500 | \$200 |
| Shark                    | \$1000 | \$500 |       |
| Ling                     | \$600  | \$300 | \$200 |
| Snapper                  | \$600  | \$300 | \$200 |
| Wahoo                    | \$500  | \$300 | \$200 |
| Barracuda                | \$500  | \$300 | \$200 |

**Display Ad Cost\***

|                     |       |
|---------------------|-------|
| <i>¼ page ad</i>    | \$100 |
| <i>½ page ad</i>    | \$200 |
| <i>Full page ad</i> | \$400 |

**\*FOR AMOUNTS ABOVE AD SIZE, PLEASE SPECIFY FISH CATEGORY(S) TO BE SPONSORED!**

# Southeast Texas Sport Fishing Association

Presents the  
52nd Annual Hall of Fame Tournament

May 31 - June 8, 2025

## Category and Award Schedule

### Inshore Division

|                                 | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> |
|---------------------------------|-----------------|-----------------|-----------------|
| Speckled Trout                  | \$1000          | \$500           | \$250           |
| Stingray (100 lb. min) (Rule 5) | \$750           | \$500           | \$250           |

Rule 5. All Stingrays must have the barbs removed before weigh-in. The club encourages all stingray catches to be brought in alive. All species of stingray are included in this division.

|          |       |       |       |
|----------|-------|-------|-------|
| Redfish  | \$600 | \$400 | \$200 |
| Flounder | \$400 | \$200 | \$100 |
| Jackfish | \$400 | \$200 | \$100 |
| Gafftop  | \$400 | \$200 | \$100 |
| Gar      | \$400 | \$200 | \$100 |
| Bull Red | \$400 | \$200 | \$100 |

**Speck of the Day - \$50.00**  
each day

### Offshore Division

|                | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> |
|----------------|-----------------|-----------------|-----------------|
| King           | \$800           | \$500           | \$200           |
| Shark (Rule 7) | \$1000          | \$500           |                 |

Rule 7. Shark: 1. Boat captains are asked to follow Federal N.M.F.S. regulations 2. Limit one (1) shark per vessel/per trip 3. Boats are required by have H.M.S. (Shark) permits. May be obtained from [www.HMSpermits.gov](http://www.HMSpermits.gov).

|           |       |       |       |
|-----------|-------|-------|-------|
| Ling      | \$600 | \$300 | \$200 |
| Snapper   | \$600 | \$300 | \$200 |
| Wahoo     | \$500 | \$300 | \$200 |
| Barracuda | \$500 | \$300 | \$200 |

\*See rule #8

### Youth Division (Age 12 and under)

(Plaques awarded in all categories)

|             | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> |
|-------------|-----------------|-----------------|-----------------|
| Crab        | Rod & Reel      | Rod & Reel      | Rod & Reel      |
| Croaker     | Rod & Reel      | Rod & Reel      | Rod & Reel      |
| Hardhead    | Rod & Reel      | Rod & Reel      | Rod & Reel      |
| Piggy Perch | Rod & Reel      | Rod & Reel      | Rod & Reel      |
| Sand Trout  | Rod & Reel      | Rod & Reel      | Rod & Reel      |

### Tournament Headquarters

Texas City Dike Pavilion, Texas City, TX

### TICKETS GO ON SALE

May 10, 2025

### Tournament Entry Fee

|                          |         |
|--------------------------|---------|
| Inshore/Offshore (Combo) | \$70.00 |
| Inshore Only             | \$40.00 |
| Youth                    | \$5.00  |

### For additional information, contact

Capt. Dave Anderson @ 409-502-7548 or Facebook  
Call 409-927-6276 during Weigh Station Hours

### Ticket Locations:

#### Galveston:

Smitty's Bait House  
Galveston Causeway Bait Camp  
Bayou Bait and Tackle

#### Texas City:

Boyd's One Stop  
Lee's Bait and Tackle

#### La Marque:

Serious Tackle (La Marque Outlet Mall)

#### Santa Fe:

Fishstix

#### Harborwalk:

Wright From the Bay



**52nd Annual Hall of Fame Tournament**  
**RULES! RULES! RULES!**

1. All participants must be registered prior to fishing
2. Inshore waters include all of Galveston Bay, and all waters one mile seaward of beaches (including piers and jetties) between San Luis Pass and Roll Over Pass.
3. All participants must catch their fish on rod and reel.
4. Sharks and Stingrays may be shot before boating.
5. All Stingrays must have the barbs removed before weigh-in. The club encourages all stingray catches to be brought in alive. All species of stingray are included in this division.
6. All inshore fish must be weighed in the same day they are caught. Fish caught after weigh station hours must be weighed the following day
7. Shark: 1. Boat captains are asked to follow Federal N.M.F.S. regulations 2. Limit one (1) shark per vessel/per trip 3. Boats are required to have H.M.S. (Shark) permits. May be obtained from [www.HMSpermits.gov](http://www.HMSpermits.gov).
8. ALL PARTICIPANTS MUST BE PRESENT AT WEIGH-IN TO:
  - a. Present registration ticket
  - b. Witness weigh-in
  - c. Initial recording of data in weigh book.
9. Fish will be weighed ONE (1) TIME ONLY.
10. The tail of the fish must be marked/clipped after weigh-in and the points on crabs will be clipped.
11. In case of a tie, the first fish entered wins.
12. Spoiled, mutilated, gutted or frozen fish will be disqualified.
13. Tournament officials may, at their discretion, gut any fish entered.
14. Tournament officials may retain any fish, after it is weighed, if there is the slightest question of proper identification, freshness, or legality of the fish.
15. Any fish found to be in violation of state regulation will be disqualified.
16. Decision of the **WEIGHMASTER** will be **FINAL**.
17. Weight Station will be the official headquarters of the tournament.
18. Removal and disposal of all fish caught is the responsibility of the angler. Southeast Texas Sport Fishing Association and the Hall of Fame Tournament, however, require that anglers follow all Texas Parks and Wildlife laws and regulations concerning the disposal of fish caught. Anglers must minimize fish waste by following best management and good conservation practices. Disposal of fish into inshore waters is an unacceptable and illegal practice.
19. Weight Limitations:
  - a. SHARK - (Only Bull - 200 lb.; Tiger - 400 lb; and Greater Hammerhead - 300 lb. minimum are eligible) – 1st and 2nd place will be determined by weight percentage of the Texas State Record
  - b. STINGRAY – 100 lb. minimum
  - c. REDFISH – legal slot fish
  - d. BULL REDFISH – heaviest tagged fish
20. The Tournament committee reserves the right to refuse any application or entry from any entrant with or without cause in its sole discretion. Any applicant refused entry shall be entitled to a full refund of the entry fee.
21. Age for youth division is defined as 12 years and under.
22. Winners must consent to polygraph, if requested. If the entrant is requested to take a polygraph and refuses the polygraph, the entrant is disqualified from present tournament and all future tournaments.
23. Youth division may win one place per category.
24. Entries to inshore/offshore are eligible to win more than one place per category or to win up to all three places in a category.

Tournament hours are June 1, 2024, at 12:01 AM through June 9, 2024 at 12:00 (Noon)\*

**Weigh Station Hours:**

|                                  |                                                                                                              |
|----------------------------------|--------------------------------------------------------------------------------------------------------------|
| Saturday – May 31 <sup>st</sup>  | 7:00am – 9:00pm                                                                                              |
| Sunday – June 1 <sup>st</sup>    | 7:00am – 9:00pm                                                                                              |
| Monday – June 2 <sup>nd</sup>    | 4:00pm – 9:00pm                                                                                              |
| Tuesday – June 3 <sup>rd</sup>   | 4:00pm – 9:00pm                                                                                              |
| Wednesday – June 4 <sup>th</sup> | 4:00pm – 9:00pm                                                                                              |
| Thursday – June 5 <sup>th</sup>  | 4:00am – 9:00pm                                                                                              |
| Friday – June 6 <sup>th</sup>    | 8:00am—9:00pm                                                                                                |
| Saturday – June 7 <sup>th</sup>  | 7:00am – 9:00pm                                                                                              |
| Sunday – June 8 <sup>th</sup>    | 7:00am – 12:00pm* (Closing Ceremony beginning at Noon, Awards, Raffle and BBQ);<br>Final Weigh-in is 12:00pm |



## CITY COUNCIL AGENDA FORM

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Meeting Date: April 14, 2025  
Prepared by: \_\_\_\_\_  
Department: City Clerk

Agenda Item: 9.IX.  
Reviewed by: \_\_\_\_\_

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### **AGENDA ITEM DESCRIPTION:**

Requesting clarification regarding the use of legislative privileges - *City Clerk*

### **STAFF BRIEFING:**

There has been an influx of requests under the pretext of legislative or executive privilege. The City Clerk's office is asking for clarification of when the Council is able to utilize this privilege, and establishing reasonable requirements for responding to said requests.

### **HISTORY:**

### **FISCAL IMPACT:**

N/A

**From:** [Joseph Lowry](#)  
**To:** [City Clerk PIR](#); [Kierra Nance](#); [Curt Hesse](#)  
**Cc:** [Joseph Lowry](#)  
**Subject:** Fw:  
**Date:** Saturday, April 5, 2025 7:14:01 PM

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Get [Outlook for iOS](#)

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CITY OF LA MARQUE  
TEXAS

## AGENDA ITEM REQUEST FORM

Submitted by:  
Councilman Joseph Lowry, District C  
“La Marque’s Favorite Councilperson”

Subjects: Transparency, Communication

### Requested Discussion Points:

#### 1. Lack of Response to Official Correspondence

There has been a continued failure of the City Clerk, City Attorney, and Interim City Manager to respond to official emails from a sitting council member regarding city matters.

This lack of communication is unacceptable and must be addressed immediately to restore basic governmental function and reinforce respect for the office of the council.

#### 2. Failure to Produce Requested Documents

Public documents that have been lawfully requested have not been produced or delivered to my office, in direct violation of Texas state law and the transparency standards expected of city staff.

This obstruction threatens an elected official’s ability to provide oversight and serve the constituents of La Marque.

#### 3. Weekly City Updates from the Interim or City Manager

I am requesting that the Interim or City Manager provide mandatory weekly updates to all council members. These updates should include:

Progress on citywide operations and projects

Specific attention to matters and developments in District C

This ensures that the council remains fully informed and capable of effectively representing the citizens.

#### 4. Removal of Barriers Between Council and City Staff

Since Interim City Manager Joshua's appointment, communication with City employees has been severely restricted and worsened.

Elected officials must have access to city staff across all departments—including field staff and those within City Hall—to perform their roles with transparency and accountability. Blocking this access violates fundamental principles of open government.

#### 5. Clarification of Legislative and Executive Privilege

Elected officials are granted legislative privilege under Texas law and the U.S. Constitution. This protects their right to:

Access information

Communicate with staff

Conduct oversight without obstruction

City staff must stop disregarding these rights and work collaboratively, not adversarially, with ALL council members.

#### 6. Request for Public Investigation into Alleged Bribery and Campaign Violations

I formally request an open, public investigation—not conducted in executive session—into:

Allegations of bribery involving Mayor Keith Bell and developer Jerome Karam

Whether Councilmember Kim accepted or declined a cash donation, potentially constituting a felony under Texas Election Law and Federal Law

This request is not intended to target individuals but to restore public trust and demonstrate that elected officials are acting legally and ethically.

#### 7. Immediate Release of Lawfully Requested Body Camera Footage

The City must immediately release body cam footage that has been unlawfully withheld. This footage reportedly documents repeated aggressive and abusive outbursts by Mayor Keith Bell—incidents which pose an escalating safety risk to other elected officials.

The claim that this footage contains executive session material is a false narrative created by the City Manager and City Clerk. Any legal counsel supporting this claim is contributing to the unlawful suppression of public records.

The La Marque Police Department has no legal reason to withhold this footage and must act with integrity and transparency. Not on behalf of the corrupted mayor or his pet attorney Gus who's currently facing a slew of bar complaints and legal issues for himself.

Action Requested:

I respectfully request that one or more of my fellow council members second these items so they may be placed on the public agenda for open discussion in a future city council meeting.

These matters are of deep concern to the residents of La Marque and deserve to be addressed in full public view—not hidden behind closed doors.

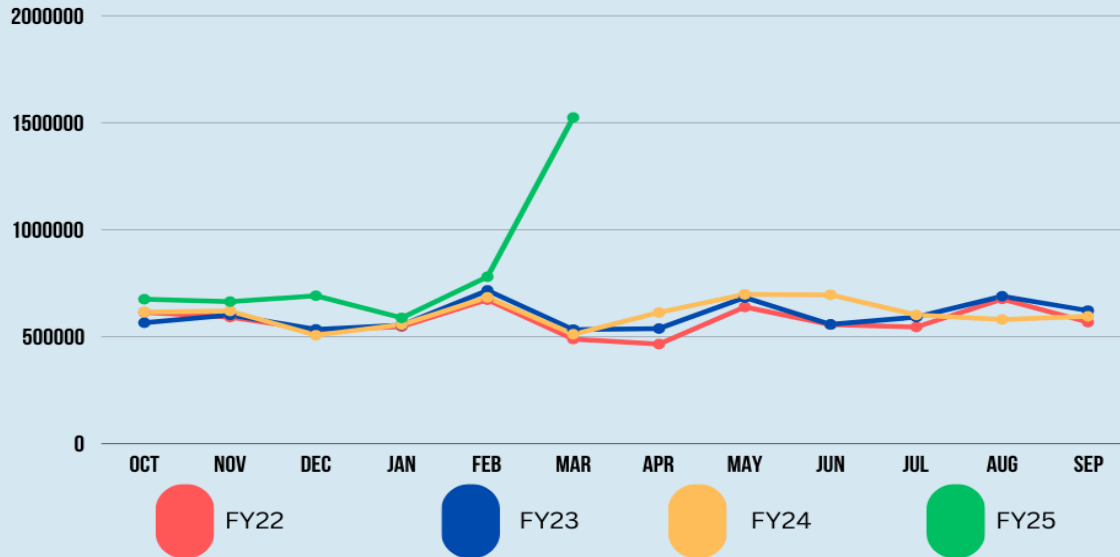
Submitted Respectfully,  
Joseph Lowry  
District C Councilman  
City of La Marque, Texas

"If you don't condemn it you condone it"





# SALES TAX REVENUE



|              | 2021-22                 | 2022-23                 | 2023-24                 | 2024-25                 | Variance                | % Change          |
|--------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------|
| Oct          | 614,387                 | 564,989                 | 615,789                 | 675,021                 | 59,232                  | 9%                |
| Nov          | 591,122                 | 601,617                 | 619,862                 | 663,539                 | 43,677                  | 7%                |
| Dec          | 531,587                 | 534,367                 | 507,167                 | 691,472                 | 184,305                 | 36%               |
| Jan          | 546,590                 | 553,612                 | 556,087                 | 588,022                 | 31,935                  | 5%                |
| Feb          | 672,968                 | 715,843                 | 684,276                 | 780,118                 | 95,842                  | 14%               |
| Mar          | 488,951                 | 533,386                 | 511,172                 | 1,524,252               | 1,013,079               | 198%              |
| Apr          | 465,157                 | 538,045                 | 613,321                 |                         |                         |                   |
| May          | 638,759                 | 682,998                 | 698,196                 |                         |                         |                   |
| Jun          | 556,317                 | 557,247                 | 695,669                 |                         |                         |                   |
| Jul          | 545,362                 | 591,396                 | 601,266                 |                         |                         |                   |
| Aug          | 676,212                 | 688,897                 | 579,960                 |                         |                         |                   |
| Sept         | 568,161                 | 622,050                 | 595,534                 |                         |                         |                   |
| <b>Total</b> | <b><u>6,895,574</u></b> | <b><u>7,184,447</u></b> | <b><u>7,278,299</u></b> | <b><u>4,922,424</u></b> | <b><u>1,428,071</u></b> | <b><u>45%</u></b> |

Total Sales Tax - City portion      \$    1,143,188.83  
Total Sales Tax - EDC portion        \$      381,062.94



**General Fund**  
**Utility Fund**  
**Sanitation Fund**  
**February 2025 Preliminary Results**  
**(Unaudited)**

## **February 2025 Financial Report (Unaudited)**

The following is a summary of the financial results for the City's general and utility/sanitation funds. Please refer to the budget vs actual reports for the general and utility/sanitation funds. The fiscal year 2025 year-to-date actuals are compared as a percentage of the annual budget on a modified accrual basis. The amounts presented have not yet been audited by our external auditors for the fiscal year 2024-2025.

Percent of fiscal year Complete: 42%

The general ledger only reflects payments the City has posted to respective funds which may include collections as well as penalties and interest from prior years. The general ledger may reflect a timing difference between the reported collections by the Tax Assessor and the receipt and posting of funds by the City.

### **General Fund**

#### **General Fund Revenue Snapshot**

|                                                                                                                                          | <b>FY24 Collections</b> | <b>FY25 Collections</b> |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| Property Tax                                                                                                                             | 5,035,395               | 5,031,029               |
| Sales Tax                                                                                                                                | 1,272,428               | 1,547,005               |
| <b>Property Tax:</b> Penalties and delinquencies are still being collected from the previous tax year.                                   |                         |                         |
| <b>Sales Tax:</b> Sales tax collections will begin to reflect in December 2024 because Jan and Feb collections are accrued back to FY24. |                         |                         |

#### **General Fund Departmental Expenditure Snapshot**

|                        | <b>FY25 Budget</b> | <b>FY25 Actuals</b> |
|------------------------|--------------------|---------------------|
| Administration         | 977,327            | 645,474             |
| Finance                | 850,557            | 240,779             |
| Inspection             | 660,549            | 189,950             |
| Code Compliance        | 677,816            | 181,980             |
| Judicial               | 426,202            | 176,052             |
| City Clerk             | 359,040            | 129,868             |
| Library                | 352,654            | 142,271             |
| Information Technology | 732,790            | 350,141             |
| Police                 | 6,500,128          | 3,177,433           |
| Animal Control         | 133,500            | 33,376              |
| Emergency Mgmt         | 19,286             | 3,804               |
| Fire/EMS               | 4,842,369          | 2,174,941           |
| Parks                  | 329,741            | 118,927             |
| Shop                   | 206,075            | 63,129              |
| Public Services        | 1,099,394          | 236,012             |
| Fund Expenditures      | 2,518,176          | 1,332,148           |

## Detailed Budget vs. Actual- General Fund

| City of La Marque                        |                   |                  |                  |                  |                  |                   |                |
|------------------------------------------|-------------------|------------------|------------------|------------------|------------------|-------------------|----------------|
| Budget vs. Actual                        |                   |                  |                  |                  |                  |                   |                |
| As of February 2025                      |                   |                  |                  |                  |                  |                   |                |
| (Unaudited)                              |                   |                  |                  |                  |                  |                   |                |
|                                          |                   | February         | February         | YTD              | YTD              |                   | Benchmark      |
|                                          | Budget            | FY25             | FY24             | FY25             | FY24             | Remaining         | 42%            |
| <b>General Fund</b>                      |                   |                  |                  |                  |                  |                   |                |
| <b>Revenues:</b>                         |                   |                  |                  |                  |                  |                   |                |
| Property Taxes                           | 6,294,322         | 718,776          | 913,814          | 5,031,029        | 5,035,395        | 1,263,293         | 80%            |
| Sales Tax                                | 5,967,355         | 587,358          | 513,211          | 1,547,005        | 1,272,428        | 5,448,731         | 26%            |
| Franchise Tax                            | 974,575           | 15,712           | 60,827           | 161,923          | 206,707          | 974,575           | 17%            |
| Other Taxes                              | 108,000           | 3,242            | 18,248           | 28,961           | 28,151           | 101,677           | 27%            |
| Licenses and Permits                     | 3,368,205         | 180,776          | 249,210          | 1,100,257        | 1,339,325        | 2,267,948         | 33%            |
| Fines and Forfeits                       | 651,962           | 87,622           | 43,071           | 340,072          | 168,029          | 311,890           | 52%            |
| Charges for Services                     | 12,869            | 1,189            | 1,052            | 5,288            | 5,330            | 7,581             | 41%            |
| Fire and Ambulance Services              | 985,000           | 92,168           | 67,976           | 530,195          | 256,704          | 454,805           | 54%            |
| Investment Earnings                      | 372,982           | 20,919           | 25,994           | 79,975           | 123,759          | 293,007           | 21%            |
| Misc Revenues                            | 407,414           | 23,305           | 54,536           | 146,205          | 145,044          | 261,209           | 36%            |
| Transfers In                             | 1,544,582         | -                | -                | -                | -                | 1,544,582         | 0%             |
| <b>General Fund - Total Revenues</b>     | <b>20,687,266</b> | <b>1,731,068</b> | <b>1,947,940</b> | <b>8,970,910</b> | <b>8,580,871</b> | <b>12,929,298</b> | <b>43%</b>     |
|                                          |                   |                  |                  |                  |                  |                   |                |
|                                          |                   | February         | February         | YTD              | YTD              |                   | Benchmark      |
|                                          | Budget            | FY25             | FY24             | FY25             | FY24             | Remaining         | 42%            |
| <b>Expenditures:</b>                     |                   |                  |                  |                  |                  |                   |                |
| <b>General Government Division</b>       |                   |                  |                  |                  |                  |                   |                |
| City Manager                             | 714,208           | 347,548          | 35,294           | 574,789          | 144,364          | 139,419           | 80%            |
| City Council                             | 78,250            | 1,922            | 4,428            | 6,791            | 18,981           | 71,459            | 9%             |
| HR                                       | 184,869           | 8,344            | 13,274           | 63,894           | 89,723           | 120,975           | 35%            |
| <b>Total Administration</b>              | <b>977,327</b>    | <b>357,815</b>   | <b>52,997</b>    | <b>645,474</b>   | <b>253,068</b>   | <b>331,853</b>    | <b>66%</b>     |
| Finance                                  | 666,607           | 45,113           | 39,383           | 226,679          | 175,738          | 439,928           | 34%            |
| Independent Audit Fees                   | 109,500           | 7,725            | -                | 14,100           | (39,006)         | 95,400            | 13%            |
| Tax Assesor Fees                         | 5,000             | -                | -                | -                | -                | 5,000             | 0%             |
| GC Appraisal Dist Fees                   | 69,450            | -                | 56,902           | -                | 56,902           | 69,450            | 0%             |
| <b>Total Finance/Acctg/Tax</b>           | <b>850,557</b>    | <b>52,838</b>    | <b>96,285</b>    | <b>240,779</b>   | <b>193,634</b>   | <b>609,778</b>    | <b>28%</b>     |
| Inspection                               | 660,549           | 88,628           | 56,028           | 189,950          | 243,871          | 470,599           | 29%            |
| Code Compliance                          | 677,816           | 35,338           | 32,585           | 181,980          | 134,503          | 495,836           | 27%            |
| Judicial                                 | 426,202           | 28,939           | 27,170           | 176,052          | 160,711          | 250,149           | 41%            |
| City Clerk                               | 359,040           | 19,894           | 14,718           | 129,868          | 57,598           | 229,172           | 36%            |
| Library                                  | 352,654           | 27,964           | 27,068           | 142,271          | 126,676          | 210,383           | 40%            |
| Information Technology                   | 732,790           | 87,897           | 59,418           | 350,141          | 211,389          | 382,649           | 48%            |
| <b>Fund Expenditures</b>                 | <b>3,209,051</b>  | <b>288,659</b>   | <b>216,988</b>   | <b>1,170,262</b> | <b>934,749</b>   | <b>2,038,789</b>  | <b>36%</b>     |
|                                          |                   |                  |                  |                  |                  |                   |                |
|                                          |                   | February         | February         | YTD              | YTD              |                   | Benchmark      |
|                                          | Budget            | FY25             | FY24             | FY25             | FY24             | Remaining         | 42%            |
| <b>Public Safety Division</b>            |                   |                  |                  |                  |                  |                   |                |
| Police                                   | 6,500,128         | 585,561          | 505,471          | 3,177,433        | 2,434,421        | 3,322,695         | 49%            |
| Animal Control                           | 133,500           | -                | -                | 33,376           | 31,384           | 100,124           | 25%            |
| Emergency Management                     | 19,286            | 3,500            | 519              | 3,804            | 5,348            | 15,482            | 20%            |
| Fire/EMS                                 | 4,842,369         | 439,680          | 421,114          | 2,174,941        | 1,974,734        | 2,667,428         | 45%            |
| <b>Total PSD Expenditures</b>            | <b>11,495,283</b> | <b>1,028,742</b> | <b>927,105</b>   | <b>5,389,555</b> | <b>4,445,887</b> | <b>6,105,728</b>  | <b>47%</b>     |
|                                          |                   |                  |                  |                  |                  |                   |                |
|                                          |                   | February         | February         | YTD              | YTD              |                   | Benchmark      |
|                                          | Budget            | FY25             | FY24             | FY25             | FY24             | Remaining         | 42%            |
| <b>Public Works Division</b>             |                   |                  |                  |                  |                  |                   |                |
| Parks                                    | 329,741           | 36,743           | 30,407           | 118,927          | 94,335           | 210,814           | 36%            |
| Shop                                     | 206,075           | 11,574           | 16,880           | 63,129           | 90,297           | 142,946           | 31%            |
| Public Services                          | 1,099,394         | 48,755           | 50,932           | 236,012          | 243,025          | 863,382           | 21%            |
| <b>Total PWD Expenditures</b>            | <b>1,635,210</b>  | <b>97,071</b>    | <b>98,218</b>    | <b>418,068</b>   | <b>427,657</b>   | <b>1,217,142</b>  | <b>26%</b>     |
| <b>Fund Expenditures (Fund 99)</b>       | <b>2,518,176</b>  | <b>147,989</b>   | <b>271,678</b>   | <b>1,332,148</b> | <b>1,384,560</b> | <b>1,186,028</b>  | <b>53%</b>     |
|                                          |                   |                  |                  |                  |                  |                   |                |
| <b>General Fund - Total Expenditures</b> | <b>20,685,605</b> | <b>1,973,113</b> | <b>1,663,272</b> | <b>9,196,287</b> | <b>7,639,556</b> | <b>11,489,318</b> | <b>44%</b>     |
| <b>Revenues over Expenditures</b>        | <b>1,661</b>      | <b>(242,045)</b> | <b>284,668</b>   | <b>(225,377)</b> | <b>941,316</b>   | <b>1,439,980</b>  | <b>-13567%</b> |

## **General Fund Revenues**

### **Property Taxes – \$5,031,029 (80% of budgeted amount)**

- Property tax collections are performing well, with revenues accounting for 80% of the budgeted amount, significantly ahead of the target.

### **Sales Tax – \$1,547,005 (26% of budgeted amount)**

- Sales tax collections are lagging at just 26% of the budgeted target, though this may be seasonally low. Sales tax typically fluctuates throughout the year. The last month of the fiscal year will have the accruals of October and November 2025, which will provide the catchup of revenue the city expects.

### **Franchise Tax – \$161,923 (17% of budgeted amount)**

- Franchise tax revenue is currently low compared to the budget (17%), which suggests that this revenue stream might need close monitoring for the remainder of the year.

### **Licenses and Permits – \$1,100,257 (33% of budgeted amount)**

- This category is performing at 33% of the budget, reflecting steady, though somewhat moderate, activity in licensing and permitting. This revenue should gain increases over the next few months due to more homes and businesses entering the city.

### **Fines and Forfeits – \$340,072 (52% of budgeted amount)**

- This revenue category is performing well at 52% of the budget, suggesting that enforcement activities are on track.

### **Investment Earnings – \$79,975 (21% of budgeted amount)**

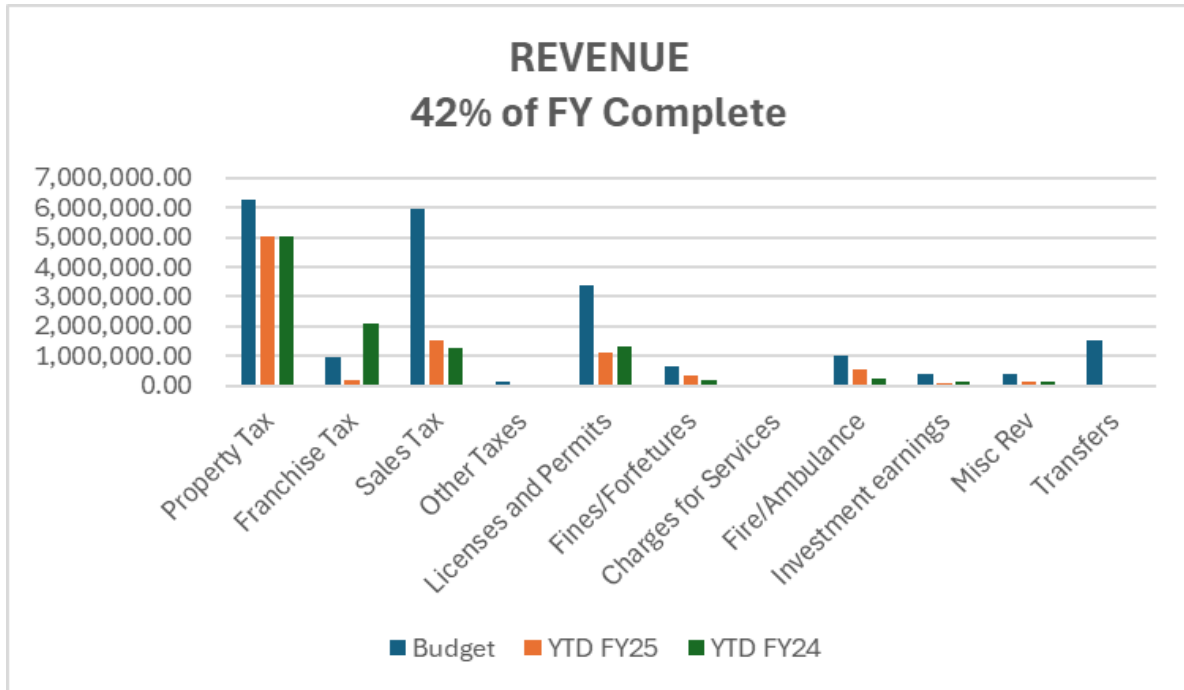
- Investment earnings are well behind the target at only 21%, possibly due to lower-than-expected returns on investments. The interest rates are around 4.4%, much lower than even budgeted. Given the volatility of this revenue stream, it's important to monitor interest rate trends and adjust investment strategies if necessary.

### **Transfers In – \$0 (0% of budgeted amount)**

- No transfers have been recorded this month. The Economic Development Corporation's transfer will be recorded in March 2025 of \$65,000.

Overall, the General Fund is in a relatively strong position, with positive performance in key areas like property taxes, fines and forfeits, and fire and ambulance services. However, attention should be given to sales tax, investment earnings, and licenses and permits to ensure these categories meet their full-year targets.





### General Fund Expenditures

Expenditures in the **General Government Division** are progressing at a rate of 66% of the budget, higher than expected, but much of this can be attributed to the City Manager office, which has spent 80% of its budget (\$574,789). This significant expenditure early in the year could reflect anticipated strategic investments or upfront costs.

- **City Manager:** High spending in February (\$347,548) accounts for most of this budget category, with YTD expenses significantly higher than the prior year's (\$144,364 in FY24). This is due to the Vision 2050 Strategic Planning Services; former City Manager payout and legal expenses bring recorded to this department.
- **City Council, HR, and Other Administration:** These categories remain under budget at 9%, 35%, and 66% of their respective budgets, indicating that spending in administrative and governance functions is conservative thus far.
- **Finance:** This division is underspending, with YTD expenditures at 28% of budget. This is in line with expectations, as significant finance-related activities tend to occur later in the year, such as audits or finalization of year-end reports.

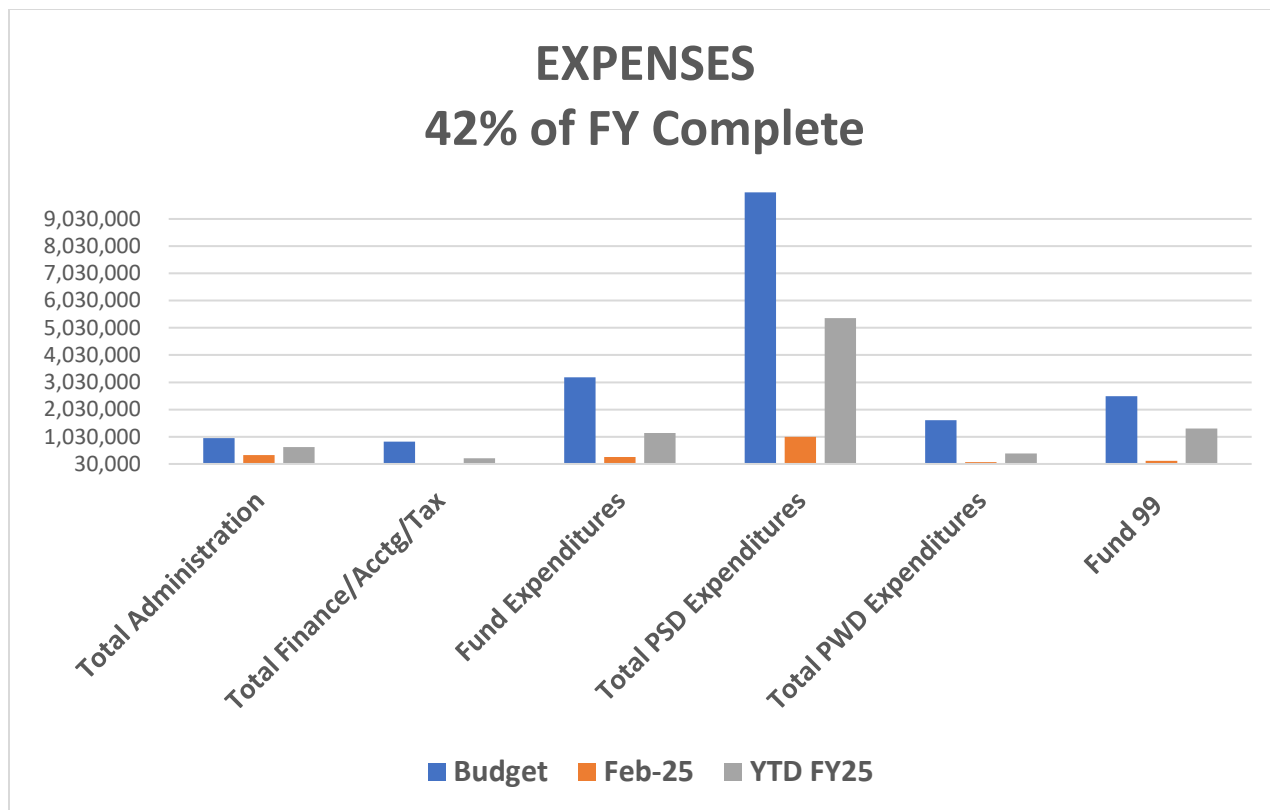
Expenditures in **Public Safety** are following an expected trajectory, with 47% of the budget spent. This reflects the ongoing costs of police and fire/EMS operations, which are the largest cost centers in this division.

- **Police Expenditures:** At \$3,177,433, police spending is almost 49% of its allocated budget. This is a notable portion of the public safety budget and aligns with expectations for the department's operational costs.
- **Fire/EMS:** Expenditures for Fire/EMS are similarly in line with projections, totaling \$2,174,941 (45% of budget). This expenditure supports ongoing staffing, equipment, and operational needs for public safety.
- **Animal Control and Emergency Management:** Both categories are underspending relative to the budget, especially Emergency Management, which is at just 20% of its allocated budget. These areas will likely catch up in the later part of the year.

**Public Works** spending is significantly under budget at just 26% of its total allocation. This indicates a deliberate slowdown or a delay in project expenditure.

- **Parks:** Expenditures in the Parks division are relatively low at 36% of the budget, indicating seasonal or planned spending delays in park-related activities.
- **Public Services and Shop:** Public Services spending is at 21% of budget, and Shop at 31%, suggesting that most of these services are likely to see increased expenditure later in the year as projects ramp up.

Expenditures from **Fund 99** are slightly ahead of budget expectations, with 53% of the allocation spent by February. It is to be noted that the \$191,810.14 invoice for waste management was recorded incorrectly to the wrong account. Will be corrected in March 2025.



**General Fund departments that are over the 42% threshold include the following:**

City Manager (80%)  
 IT (48%)  
 Police (49%)  
 Fire (45%)

**City Manager Explanations**

- Former City Manager, Cesar Garcia payout done in February 2025 in the amount of \$148,202.08.

**Fire/EMS Explanations**

- Pay step raises increase regular payroll.
- Longevity checks issued annually in November (paid out in full for FY25).
- Increase in training certifications resulted in bump in cert pay difficult to predict when certifications hit due to better trained Firefighters.
- Maintain Minimum staffing on Holidays, School coverage, employee on FMLA, multiple special event coverages is what increased overtime.
- Step increases for regular payroll increase tax contributions.

- Increasing payment of overtime increases TMRS contributions.
- Damage to small tools on calls required unexpected purchase of replacements
- Bulk purchase cleaning supplies for both stations.
- Unexpected repairs to ambulance generator for Medic 3
- Annual maintenance due to bulk equipment as well as unexpected stretcher repairs.
- TCFP Fire Officer, Inspector, investigator and advanced EMS certification classes and TCOLE academy.

#### **Police Explanations**

- Certification increases due to increase in lateral moves of veteran police officers.
- Community policing has increased the need for more cell phone stipends and assignment pay.
- During the budget process, the police requested overtime of \$350,000, we were approved for \$300,000. Will ask for \$400,000 in FY26.
- FBI and DEA overtime is accounted for in the Overtime expenses. Reimbursement is recorded on the revenue side.
- The increase in officers has increased fuel, uniform, maintenance on the fleet and per diem for travel and training.
- As of FY24, the COPS Grant had drawdowns totaling \$183,194.51. This reimbursement is offset against police salaries. No drawdowns have occurred for FY25 as of yet due to federal constraints.

#### **Information Technology Explanations**

- Regular payroll increased due to hiring an IT Tech and Admin Assistant.
- Phone stipends for additional staff for IT
- Overtime due to Council meetings and City Hall renovations (can come from CO Bond).
- Operating supplies increased due to the replenishment of IT supplies to distribute to other departments.
- Uniforms increased due to the hiring of additional staff.

# Utility Fund

## Utility Fund Revenue Snapshot

|               | FY25 Budget | FY25 Actuals |
|---------------|-------------|--------------|
| Water         | 4,401,828   | 1,987,299    |
| Sewer         | 3,381,264   | 1,322,606    |
| Other Revenue | 1,624,755   | 523,572      |
| Transfers In  | 500,000     | 88,994       |

## Utility Fund Department Expenditure Snapshot

|                          | FY25 Budget | FY25 Actuals |
|--------------------------|-------------|--------------|
| UB Accounting            | 694,846     | 218,952      |
| Utility Line Maintenance | 1,918,199   | 938,002      |
| Water & Sewer Operations | 4,695,626   | 1,780,127    |
| Debt Service             | 33,383      | 29,447       |
| Stormwater               | 301,022     | 12,176       |
| Fund Expenditures        | 2,264,771   | 332,135      |

## Detailed Budget vs. Actual- Utility/Sanitation Fund

|                                          | Budget           | February<br>FY25 | February<br>FY24 | YTD<br>FY25      | YTD<br>FY24      | Remaining        | Benchmark<br>42% |
|------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Utility Fund</b>                      |                  |                  |                  |                  |                  |                  |                  |
| <b>Revenues:</b>                         |                  |                  |                  |                  |                  |                  |                  |
| Water                                    | 4,401,828        | 357,025          | 304,539          | 1,987,299        | 1,268,429        | 2,414,529        | 45%              |
| Sewer                                    | 3,381,264        | 268,160          | 260,926          | 1,322,606        | 1,078,944        | 2,058,658        | 39%              |
| Other Revenue                            | 1,624,755        | 97,022           | 82,439           | 523,572          | 711,798          | 1,101,183        | 32%              |
| Transfers In                             | 500,000          | -                | -                | 88,994           | -                | 411,006          | 18%              |
| <b>Utility Fund - Total Revenues</b>     | <b>9,907,847</b> | <b>722,207</b>   | <b>647,904</b>   | <b>3,922,471</b> | <b>3,059,170</b> | <b>5,985,376</b> | <b>40%</b>       |
|                                          |                  |                  |                  |                  |                  |                  |                  |
|                                          |                  | February<br>FY25 | February<br>FY24 | YTD<br>FY25      | YTD<br>FY24      |                  | Benchmark<br>42% |
| <b>Expenditures:</b>                     |                  |                  |                  |                  |                  |                  |                  |
| UB Accounting                            | 694,846          | 89,119           | 79,813           | 218,952          | 148,302          | 475,894          | 32%              |
| Utility Line Maint                       | 1,918,199        | 331,641          | 346,567          | 938,002          | 813,961          | 980,197          | 49%              |
| Water & Sewer Operations                 | 4,695,626        | 373,718          | 646,877          | 1,780,127        | 1,150,056        | 2,915,499        | 38%              |
| Debt Service                             | 33,383           | -                | -                | 29,447           | 29,447           | 3,936            | 88%              |
| Storm Water                              | 301,022          | 2,269            | 2,229            | 12,176           | 5,569            | 288,846          | 4%               |
| Fund Expenditures                        | 2,264,771        | 67,709           | 16,228           | 332,135          | 302,784          | 1,932,636        | 15%              |
| <b>Utility Fund - Total Expenditures</b> | <b>9,907,847</b> | <b>864,456</b>   | <b>1,091,713</b> | <b>3,310,839</b> | <b>2,450,118</b> | <b>6,597,008</b> | <b>33%</b>       |
|                                          |                  |                  |                  |                  |                  |                  |                  |
| <b>Revenues over Expenses</b>            | <b>-</b>         | <b>(142,249)</b> | <b>(443,809)</b> | <b>611,632</b>   | <b>609,052</b>   | <b>(611,632)</b> | <b>0%</b>        |

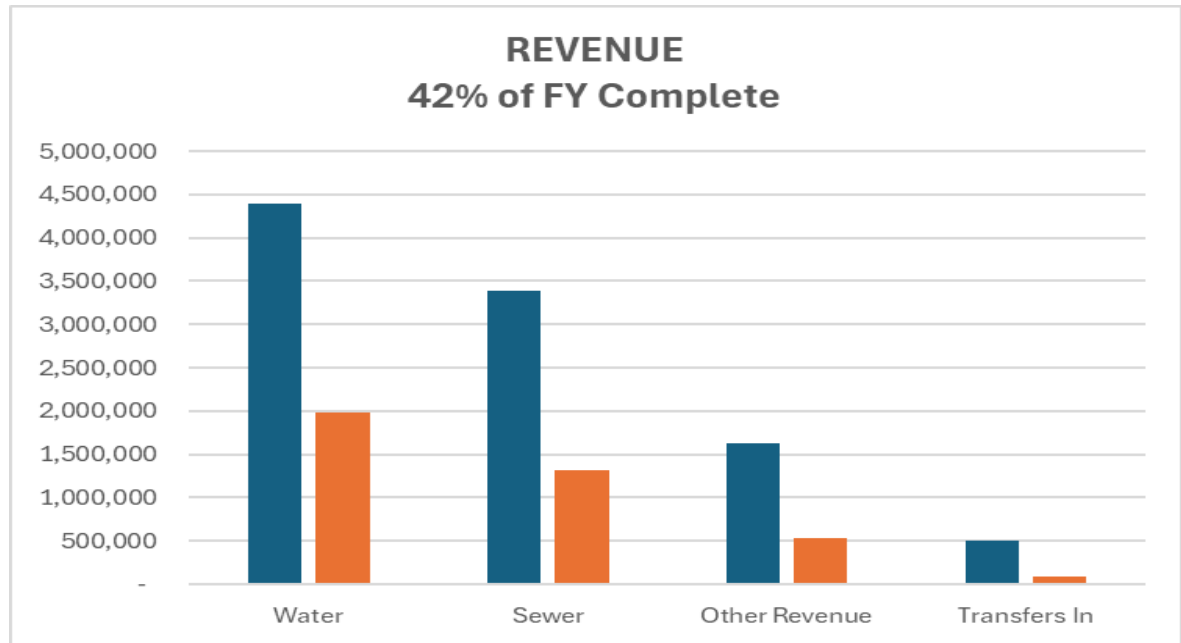


## Utility Fund Revenues

The financial data for the Utility Fund as of January FY25 reflects strong revenue generation and controlled expenditures, resulting in a significant surplus. Below is a detailed breakdown of the financial performance.

### Revenue Analysis

- **Water Revenue:** The water revenue for February FY25 is \$357,025, which is an increase over February FY24's revenue of \$304,539. Year-to-date (YTD), the FY25 revenue totals \$1,987,299, surpassing FY24's \$1,268,429. This indicates a growth in water revenue, aligning with the overall expected performance of 45% of the budgeted amount.
- **Sewer Revenue:** Sewer revenue for February FY25 stands at \$268,160, slightly ahead of February FY24's revenue of \$260,926. YTD, the sewer revenue in FY25 is \$1,322,606, compared to \$1,078,944 in FY24. With 39% of the budgeted amount achieved, this shows a healthy but slightly slower pace than water revenue.
- **Other Revenue:** Other revenue, which includes categories like service fees or miscellaneous revenue, amounts to \$97,022 for February FY25. This is higher than \$82,439 in February FY24. The YTD FY25 total is \$523,572, a significant drop from FY24's \$711,798, and currently at 32% of the budgeted amount. Discharge agreements are lower than last year. Interest is lagging due to lower interest rates. Meter set fees are lower than projected. The decline suggests that some anticipated sources of other revenue may not be meeting projections.
- **Transfers In:** Transfers into the utility fund are lower than expected for February, with only \$88,994 recorded, compared to a budget of \$500,000. Given that the YTD amount is \$88,994 and the remaining balance is \$411,006, this suggests that expected transfers, perhaps from other funds, have not yet materialized.
- **Total Revenues:** The total revenues for the Utility Fund in FY25 are \$722,207 for February, with a YTD total of \$3,922,471, representing 40% of the budget. The total revenue is generally tracking on target, with the anticipation of trending upwards throughout the year.

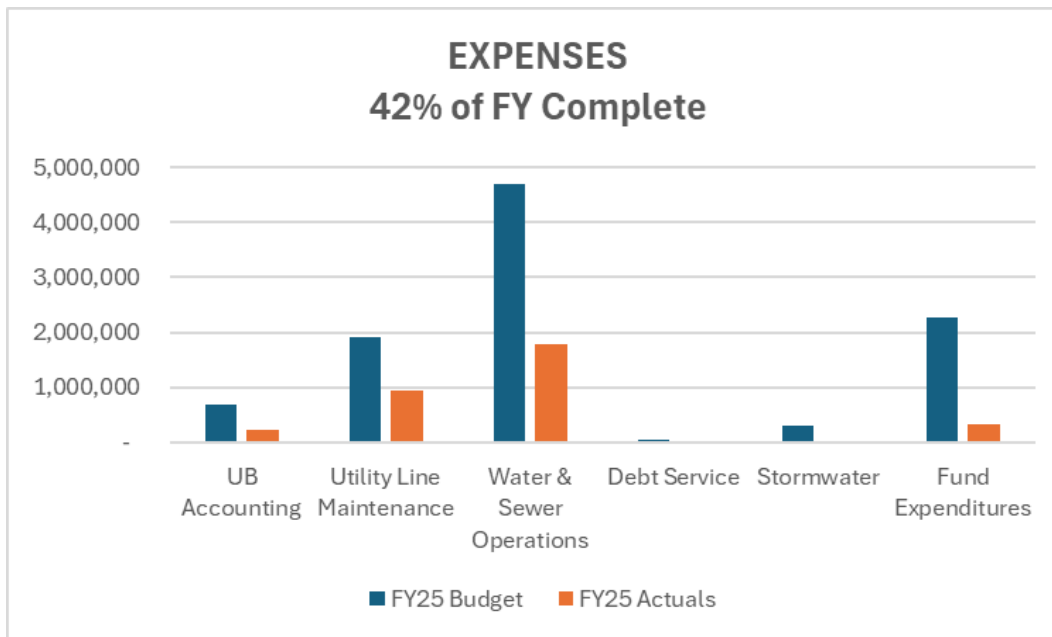


#### Expenditures:

- Utility Billing (UB) Accounting:** February expenditures for utility billing accounting total \$89,119, slightly above last year's \$79,813. YTD, the expenditure is \$218,952, which is 32% of the budgeted amount. This suggests that utility billing operates within expected cost parameters.
- Utility Line Maintenance:** February expenditures for utility line maintenance are \$331,641, slightly lower than February FY24's \$346,567. YTD, the expenditure totals \$938,002, which is 49% of the budget. This is a higher proportion than expected, due to the replacing sanitary lines.
- Water & Sewer Operations:** Expenditures for water and sewer operations in February are \$373,718, well below the FY24 figure of \$646,877. YTD spending is \$1,780,127, which is 38% of the budgeted amount. This is a positive sign that the operations are not overspending relative to the budget.
- Debt Service:** There were no debt service expenses in February, and the YTD total is \$29,447, representing 88% of the budget, with only a small remaining amount to be paid in the year. The budget for debt service appears to be on track for the remainder of FY25.
- Storm Water:** Expenditures for stormwater are very low for February, totaling \$2,269, compared to \$2,229 in February FY24. YTD expenditure is \$12,176, representing just 4% of the budget. Stormwater expenses are mostly incurred in the department 24, water and sewer operations.

**Fund Expenditures:** General fund expenditures for the utility fund higher, with \$67,709 recorded for February, much more than last year's \$16,228. YTD expenses stand at \$332,135, or just 15% of the budget, indicating that the fund's expenditures are well below expectations.

**Total Expenditures:** The total expenditures for the Utility Fund in February FY25 amount to \$864,456, with YTD expenditures totaling \$3,310,839, which is 33% of the total budget. This suggests that overall expenditures are under control, although certain categories, particularly utility line maintenance, are running higher than anticipated.



### Revenues Over Expenses

The Utility Fund's performance in February shows a mixed picture, with revenues generally tracking ahead of last year's performance, especially in water and sewer revenues, but with some shortfalls in the "Other Revenue" and "Transfers In" categories. Expenditures are overall well-controlled, though utility line maintenance expenses are running ahead of schedule. The fund remains in a positive position overall, with **YTD revenues exceeding expenditures by \$611,632** and performing at 40% of the budget. The remaining gap of \$5,985,376 to meet the full budgeted revenues suggests that the fund needs to maintain a steady revenue stream

## Sanitation Fund

### Sanitation Revenue Snapshot

|                   | FY25 Budget | FY25 Collections |
|-------------------|-------------|------------------|
| Dumpster Locking  | 4,600       | 400              |
| Sales and Use Tax | 45,000      | 15,605           |
| Sanitation        | 3,096,186   | 973,493          |
| Franchise Fees    | 4,500       | 40,252           |
| Interest Revenue  | 50          | 10               |

### Sanitation Department Expenditure Snapshot

|                          | FY25 Budget | FY25 Actuals |
|--------------------------|-------------|--------------|
| Sanitation - Residential | 2,125,041   | 947,663      |
| Sanitation - Commerical  | 161,156     | 13,768       |
| Container Collection     | 851,360     | 80,198       |

|                               | Budget    | February<br>FY25 | February<br>FY24 | YTD<br>FY25 | YTD<br>FY24 | Remaining | Benchmark<br>42% |
|-------------------------------|-----------|------------------|------------------|-------------|-------------|-----------|------------------|
| <b>Sanitation Fund</b>        |           |                  |                  |             |             |           |                  |
| <b>Revenues:</b>              |           |                  |                  |             |             |           |                  |
| Dumpster Locking              | 4,600     | 41               | 417              | 400         | 1,968       | 4,200     | 9%               |
| Sales and Use Tax             | 45,000    | 2,888            | 4,310            | 15,605      | 17,001      | 29,395    | 35%              |
| Sanitation                    | 3,096,186 | 184,544          | 249,086          | 973,493     | 1,008,905   | 2,122,693 | 31%              |
| Franchise Fee                 | 4,500     | 10,524           | 206              | 40,252      | 726         | (35,752)  | 894%             |
| Interest Revenue              | 50        | 3                | 2                | 10          | 15          | 40        | 20%              |
| Total Sanitation Revenue      | 3,150,336 | 198,001          | 254,021          | 1,029,760   | 1,028,615   | 2,120,576 | 33%              |
|                               |           |                  |                  |             |             |           |                  |
| <b>Expenditures:</b>          |           |                  |                  |             |             |           |                  |
| Sanitation - Residential      | 2,125,041 | 193,780          | 177,004          | 947,663     | 897,010     | 1,177,378 | 45%              |
| Sanitation - Commercial       | 161,156   |                  | 13,750           | 13,768      | 67,255      | 147,388   | 9%               |
| Container Collection          | 851,360   |                  | 71,123           | 80,198      | 438,855     | 771,162   | 9%               |
| Total Sanitation Expenses     | 3,137,557 | 193,780          | 261,877          | 1,041,629   | 1,403,121   | 2,095,928 | 33%              |
|                               |           |                  |                  |             |             |           |                  |
| <b>Revenues over Expenses</b> | 12,779    | 4,222            | (7,856)          | (11,869)    | (374,506)   | 24,648    | -93%             |

## **Revenues**

**Dumpster Locking:** The revenue from dumpster locking in February FY25 is \$41, which is significantly lower than last year's \$417. YTD, the total is \$400, a sharp decline from \$1,968 in FY24. Dumpster locking has now been passed to Waste Management. There

**Sales and Use Tax:** February's sales and use tax revenue is \$2,888, down from \$4,310 last February. YTD, FY25 has generated \$15,605, which is behind last year's \$17,001 for the same period. However, this is still 35% of the total budgeted amount. Although this category is slightly under expectations, it still represents a significant portion of total revenue and should stabilize as the year progresses.

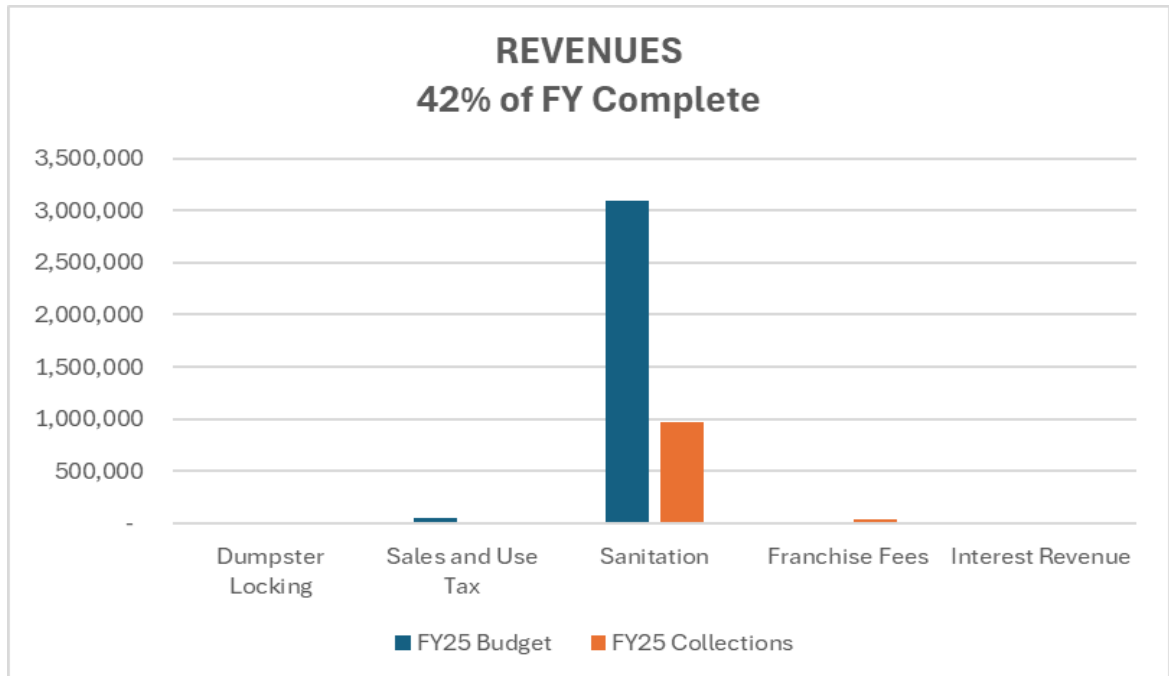
**Sanitation Fees:** The sanitation revenue for February FY25 is \$184,544, below last year's \$249,086. YTD, the total is \$973,493, which is still behind the previous year's \$1,008,905, but it's 31% of the budgeted amount. This suggests that overall sanitation service revenues are lagging, which could be due to lower service fees or fewer customers using sanitation services than anticipated.

**Franchise Fee:** Franchise fee revenue in February FY25 stands at \$10,524, a significant increase compared to the \$206 received in February FY24. YTD, this category totals \$40,252, which is drastically ahead of last year's \$726. With a benchmark of 894%, this indicates strong franchise fee revenue performance, which may result from new contracts or improved fee collections.

**Interest Revenue:** Interest revenue remains minimal at \$3 for February, but it's still ahead of \$2 from last February. YTD, interest revenue is \$10, which is 20% of the budgeted amount, suggesting a very small contribution to the overall revenue.

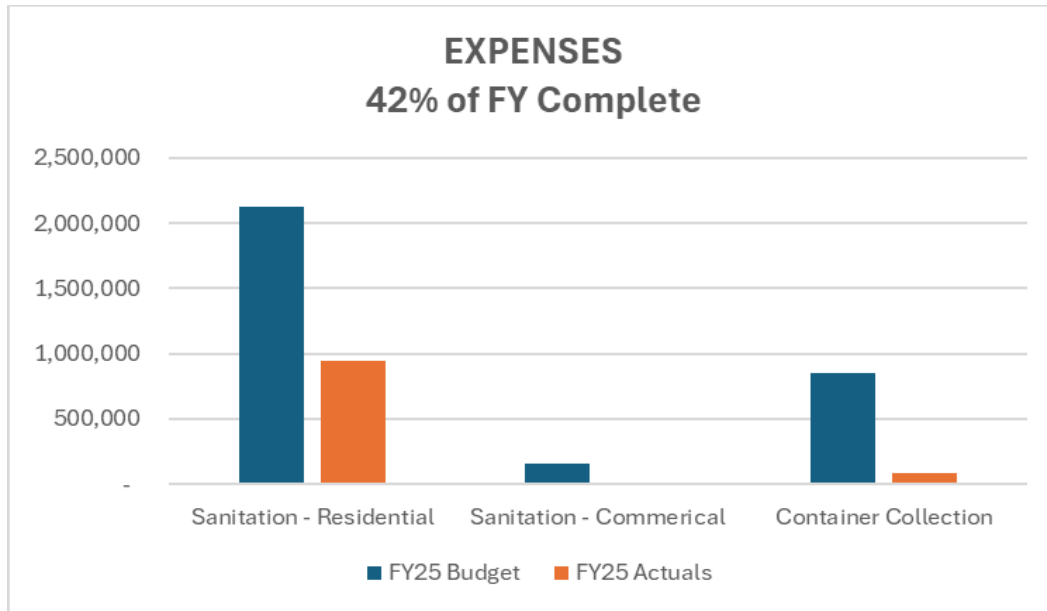
**Total Sanitation Revenue:** Total revenues for the sanitation fund in February FY25 are \$198,001, down from \$254,021 in February FY24. The YTD total is \$1,029,760, which is almost identical to last year's \$1,028,615, representing 33% of the budget.





### Expenditures

- Sanitation - Residential:** Expenditures for residential sanitation services in February are \$193,780, up from \$177,004 in February FY24. YTD, the expenditure is \$947,663, which is 45% of the budget. This indicates that residential sanitation services are on track and consistent with expected spending, though a slight increase from last year's figures could be a point for further evaluation.
- Sanitation - Commercial:** For commercial sanitation services, February's expenditures are \$13,750. Waste Management have assumed the responsibility of commercial sanitation. There will be no more expenses from this line item.
- Container Collection:** Expenditures for container collection are \$71,123 in February, compared to \$80,198 in February FY24. Waste Management has assumed the responsibility of container collections. There will be no more expenses from this line item.
- Total Sanitation Expenses:** Total expenditures for the sanitation fund in February are \$193,780, which aligns with the previous year's \$261,877. The YTD total is \$1,041,629, or 33% of the budget.



#### Revenues Over Expenses:

The net result for February is a positive balance of \$4,222, which is better than the \$7,856 deficit for February FY24. However, the YTD balance shows a deficit of \$11,869, which is a concerning figure compared to last year's \$374,506 positive balance. The fund's remaining balance to meet budget expectations is \$24,648, which suggests that the fund is still underperforming and needs to increase revenue generation or manage expenses better to meet budget targets.



Effective 2/28/2025

LA MARQUE POLICE DEPARTMENT:  
Calendar Year Metrics:

Legend: YTD- Year to Date

LYTD = Last Year to Date  
STP = Same Time Period as Current Year  
YPC = Yearly Percentage Change  
CR% = Clearance Rate (Solved Cases)

ARREST DATA:

| Type     | 2022 | 2023 | 2024 | 2025 | Total |
|----------|------|------|------|------|-------|
| Adult    | 1629 | 2254 | 2671 | 521  | 7075  |
| Juvenile | 5    | 10   | 21   |      | 36    |
| Total    | 1634 | 2264 | 2692 | 521  | 7111  |

La Marque Pop. 20,254  
Officers per 1K Pop: LMPD 2.01 / Texas 2.0 (estimated)

ARREST DATA:

| IBR Offense                 | 2022 | 2023 | 2024 | 2025 | Total |
|-----------------------------|------|------|------|------|-------|
| DRIVING UNDER THE INFLUENCE | 40   | 98   | 150  | 26   | 314   |
| DRUG/NARCOTIC OFFENSES      | 140  | 177  | 308  | 77   | 702   |
| Total                       | 180  | 275  | 458  | 103  | 1016  |

Calls for Service

| Year  | Count |
|-------|-------|
| 2025  | 3195  |
| 2024  | 19967 |
| 2023  | 14230 |
| 2022  | 13695 |
| Total | 51087 |

City of La Marque Data

| Year             | 2022       |                |     | 2023       |                |     | 2024       |                |     | 2025       |                |     |
|------------------|------------|----------------|-----|------------|----------------|-----|------------|----------------|-----|------------|----------------|-----|
| ibrdesc (groups) | Crime Rate | Crime Rate YPC | STP | Crime Rate | Crime Rate YPC | STP | Crime Rate | Crime Rate YPC | STP | Crime Rate | Crime Rate YPC | STP |
| ⊕ VIOLENT CRIME  | 530.19     | -15.41%        | 15  | 538.17     | 1.50%          | 10  | 478.92     | -11.01%        | 15  | 83.93      | 13.33%         | 17  |
| ⊕ PROPERTY CRIME | 3,048.62   | 0.60%          | 138 | 1,797.18   | -41.05%        | 69  | 1,525.62   | -15.11%        | 46  | 261.68     | 15.22%         | 53  |
| Total            | 3,578.81   | -2.15%         | 153 | 2,330.40   | -34.88%        | 79  | 2,004.54   | -13.98%        | 61  | 345.61     | 14.75%         | 70  |



LA MARQUE POLICE DEPARTMENT:

Calendar Year Metrics:

Legend: YTD- Year to Date  
LYTD = Last Year to Date  
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| Year  | Count |
|-------|-------|
| 2025  | 3195  |
| 2024  | 19967 |
| 2023  | 14230 |
| 2022  | 13695 |
| Total | 51087 |

City of La Marque Data

| Year                                                        | 2022       |                |     | 2023       |                |     | 2024       |                |     | 2025       |                |     |
|-------------------------------------------------------------|------------|----------------|-----|------------|----------------|-----|------------|----------------|-----|------------|----------------|-----|
| ibrdesc (groups)                                            | Crime Rate | Crime Rate YPC | STP | Crime Rate | Crime Rate YPC | STP | Crime Rate | Crime Rate YPC | STP | Crime Rate | Crime Rate YPC | STP |
| <input checked="" type="checkbox"/> VIOLENT CRIME           | 530.19     | -15.41%        | 15  | 538.17     | 1.50%          | 10  | 478.92     | -11.01%        | 15  | 83.93      | 13.33%         | 17  |
| <input checked="" type="checkbox"/> SEX OFFENSES (FORCIBLE) | 201.47     | -5.22%         | 2   | 172.81     | -14.23%        | 5   | 108.62     | -37.14%        | 4   | 24.69      | 25.00%         | 5   |
| FORCIBLE FONDLING                                           | 63.62      | -31.34%        |     | 39.50      | -37.92%        | 1   | 19.75      | -50.00%        |     | 4.94       |                | 1   |
| FORCIBLE SODOMY                                             | 5.30       | -51.36%        |     | 4.94       | -6.88%         | 1   |            | -100.00%       |     |            |                |     |
| FORCIBLE RAPE                                               | 132.55     | 21.59%         | 2   | 128.37     | -3.15%         | 3   | 88.87      | -30.77%        | 4   | 19.75      | 0.00%          | 4   |
| <input checked="" type="checkbox"/> ROBBERY                 | 42.42      | -40.14%        | 4   | 64.18      | 51.32%         |     | 79.00      | 23.08%         | 2   | 4.94       | -50.00%        | 1   |
| ROBBERY                                                     | 42.42      | -40.14%        | 4   | 64.18      | 51.32%         |     | 79.00      | 23.08%         | 2   | 4.94       | -50.00%        | 1   |
| <input checked="" type="checkbox"/> HOMICIDE OFFENSES       | 21.21      | -22.18%        | 1   | 14.81      | -30.16%        | 1   | 9.87       | -33.33%        | 1   | 4.94       | 0.00%          | 1   |
| NEGLIGENT MANSLAUGHTER                                      |            | -100.00%       |     |            |                |     |            |                |     |            |                |     |
| MURDER/NON NEGLIGENT MANSLAUGHTER                           | 21.21      | -2.73%         | 1   | 14.81      | -30.16%        | 1   | 9.87       | -33.33%        | 1   | 4.94       | 0.00%          | 1   |
| <input checked="" type="checkbox"/> ASSAULT OFFENSES        | 270.40     | -14.47%        | 8   | 286.36     | 5.90%          | 4   | 281.43     | -1.72%         | 8   | 49.37      | 25.00%         | 10  |
| AGGRAVATED ASSAULT                                          | 270.40     | -14.47%        | 8   | 286.36     | 5.90%          | 4   | 281.43     | -1.72%         | 8   | 49.37      | 25.00%         | 10  |
| <input checked="" type="checkbox"/> PROPERTY CRIME          | 3,048.62   | 0.60%          | 138 | 1,797.18   | -41.05%        | 69  | 1,525.62   | -15.11%        | 46  | 261.68     | 15.22%         | 53  |
| <input checked="" type="checkbox"/> MOTOR VEHICLE THEFT     | 328.72     | -7.21%         | 9   | 261.68     | -20.40%        | 10  | 256.74     | -1.89%         | 9   | 19.75      | -55.56%        | 4   |
| MOTOR VEHICLE THEFT                                         | 328.72     | -7.21%         | 9   | 261.68     | -20.40%        | 10  | 256.74     | -1.89%         | 9   | 19.75      | -55.56%        | 4   |
| <input checked="" type="checkbox"/> LARCENY/THEFT OFFENSES  | 2,131.38   | -0.24%         | 94  | 1,086.21   | -49.04%        | 35  | 982.52     | -9.55%         | 25  | 177.74     | 44.00%         | 36  |
| THEFT-SHOPLIFTING                                           | 1,495.15   | 12.89%         | 75  | 775.16     | -48.16%        | 24  | 636.91     | -17.83%        | 20  | 128.37     | 30.00%         | 26  |
| THEFT-PURSE SNATCHING                                       | 5.30       |                |     |            | -100.00%       |     |            |                |     |            |                |     |
| THEFT MV PARTS OR ACCESSORIES                               | 121.94     | -22.85%        | 3   | 79.00      | -35.22%        | 2   | 79.00      | 0.00%          | 1   | 4.94       | 0.00%          | 1   |
| THEFT FROM MOTOR VEHICLE                                    | 418.85     | -24.66%        | 12  | 167.87     | -59.92%        | 6   | 222.18     | 32.35%         | 2   | 24.69      | 150.00%        | 5   |
| THEFT FROM COIN OPERATED MACH/DEV                           | 5.30       | -2.73%         |     | 14.81      | 179.37%        | 1   | 9.87       | -33.33%        | 2   |            | -100.00%       |     |
| THEFT FROM BUILDING                                         | 84.83      | -8.45%         | 4   | 49.37      | -41.80%        | 2   | 44.44      | -10.00%        |     | 19.75      |                | 4   |
| <input checked="" type="checkbox"/> BURGLARY/B&E            | 588.52     | 9.07%          | 35  | 449.29     | -23.66%        | 24  | 296.24     | -34.07%        | 12  | 64.18      | 8.33%          | 13  |
| BURGLARY/BREAKING & ENTERING                                | 588.52     | 9.07%          | 35  | 449.29     | -23.66%        | 24  | 296.24     | -34.07%        | 12  | 64.18      | 8.33%          | 13  |
| Total                                                       | 3,578.81   | -2.15%         | 153 | 2,330.40   | -34.88%        | 79  | 2,004.54   | -13.98%        | 61  | 345.61     | 14.75%         | 70  |

# La Marque Public Library

## February 2025



Money Saved  
**\$9,594.00**



Visitors  
**1,545**



Computers  
**Users - 342**  
**Time - 328hrs.**



Circulation  
**851 items**



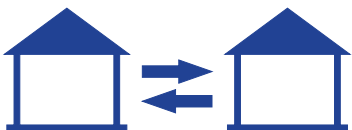
**Programs - 30**    **Attendance - 176**



New Items  
**177 added**



New Accounts  
**25 cards**



Inter-Library Loans  
**27 items**



Digital Circulation  
**213 items**



# Notable Events

## February 2025



Library visitors are now greeted by a stunning new mural thanks to a generous gift from the Keep La Marque Beautiful Commission. Created by artist Justin Lopez, the mural bursts with colors, celebrating imagination and diversity. Visitors have been raving about the artwork, which adds a fresh touch to the building's exterior.

Along with two colorful displays created by Library Assistant Princess Baldwin, Black History Month programming included Story Quilts based on the folk-art style of Faith Ringgold, a movie screening of Summer of Soul and Black History Month Bingo.

La Marque Library hosted Mayor Bell's Small Business Series on February 10. Participants in this session learned about employee interviewing, hiring and retention techniques.

Customers enjoyed making watercolor hearts on February 13 and 14 for Valentine's Day.

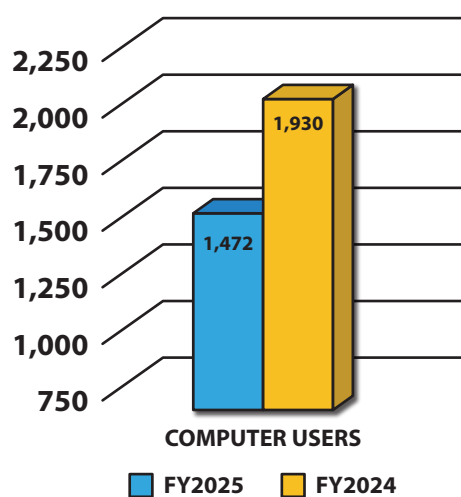
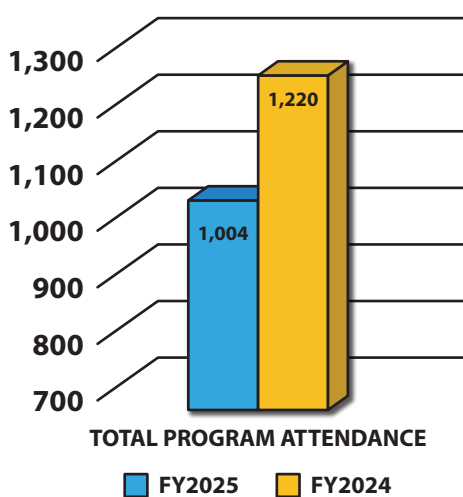
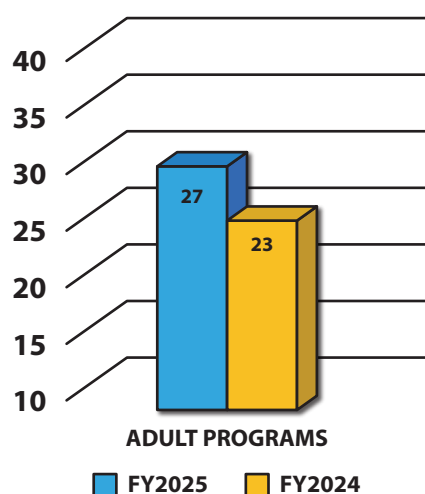
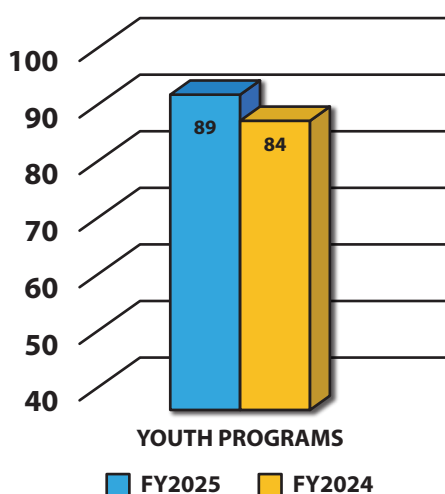
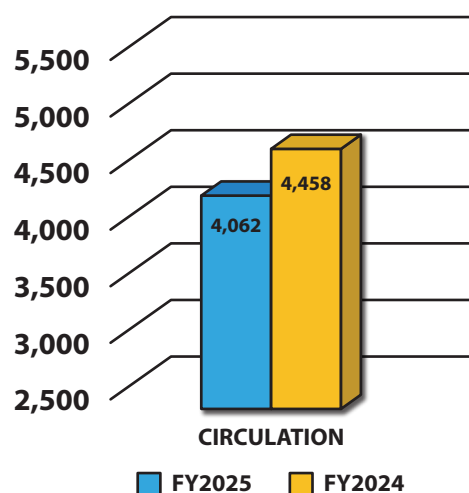
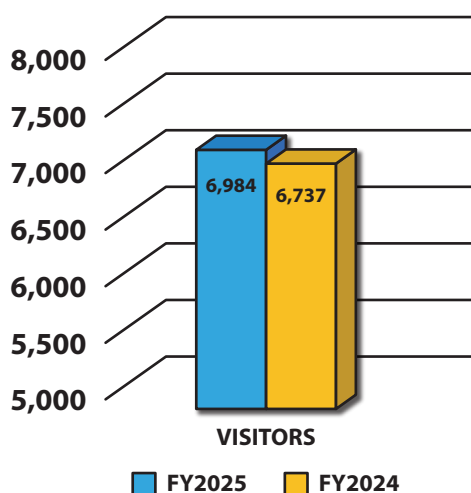
Eighteen Pokémon enthusiasts attended the Pokémon celebration on February 22.

Library Technician Tom Hansen finished compiling fiscal year 2024 statistics and submitted them to the Texas State Library for our annual accreditation report.

Furry Friends is a popular new addition to our monthly calendar. A veterinarian from Animal Alliance brings a small animal to an animal-themed storytime. Lloyd the guinea pig has been quite popular with our youngest library visitors

# La Marque Public Library

## February 2025 YTD Comparisons





## CITY COUNCIL AGENDA FORM

---

Meeting Date: April 14, 2025

Prepared by: Shannon Breaux

Department: Public Works

Agenda Item: 10.V.

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

---

### **AGENDA ITEM DESCRIPTION:**

#### **STAFF BRIEFING:**

The City is preparing to enter the next major phase of the Wastewater Treatment Plant expansion project—construction bidding. This follows Council's direction at the February 13, 2025, Special Meeting to proceed with the SBR (Sequencing Batch Reactor) system design. Since that time, the engineering team has progressed design documents to a point where the project is ready for solicitation.

#### **Project Schedule:**

- **1st Advertisement in Newspaper:** April 23, 2025
- **2nd Advertisement:** April 30, 2025
- **Pre-Bid Meeting:** May 7, 2025
- **Bid Opening:** May 23, 2025
- **Recommendation of Award:** June 9, 2025
- **Notice to Proceed (Construction):** July 9, 2025
- **Construction Completion Target:** October 30, 2026

#### **HISTORY:**

- **2019:** Project originated following a TCEQ decision requiring increased wastewater treatment capacity.
- **Post-COVID:** Cost increases led to redesign efforts to reduce scope without impacting plant performance.

- **2024:** Project scope was restructured to a 2.25 MGD (Million Gallion/Day) SBR system to meet regulatory needs and cost constraints.
- **February 13, 2025:** Council received a detailed update on the revised design and voted unanimously to proceed with the bid and design of the SBR system.

The project remains within the funding parameters set by the General Land Office (GLO) and is scheduled for completion by October 2027 to meet the grant's November 30, 2027, deadline.

**FISCAL IMPACT:**

N/A



## CITY COUNCIL AGENDA FORM

---

Meeting Date: April 14, 2025

Prepared by: Shannon Breau

Department: Public Works

Agenda Item: 10.VI.

Reviewed by:

---

### **AGENDA ITEM DESCRIPTION:**

#### **STAFF BRIEFING:**

##### **Completed Work:**

The green dots shown in the attached maps for Areas 9, 10, 11, and 12 represent manholes that have been completely rehabilitated.

##### **Next Phase:**

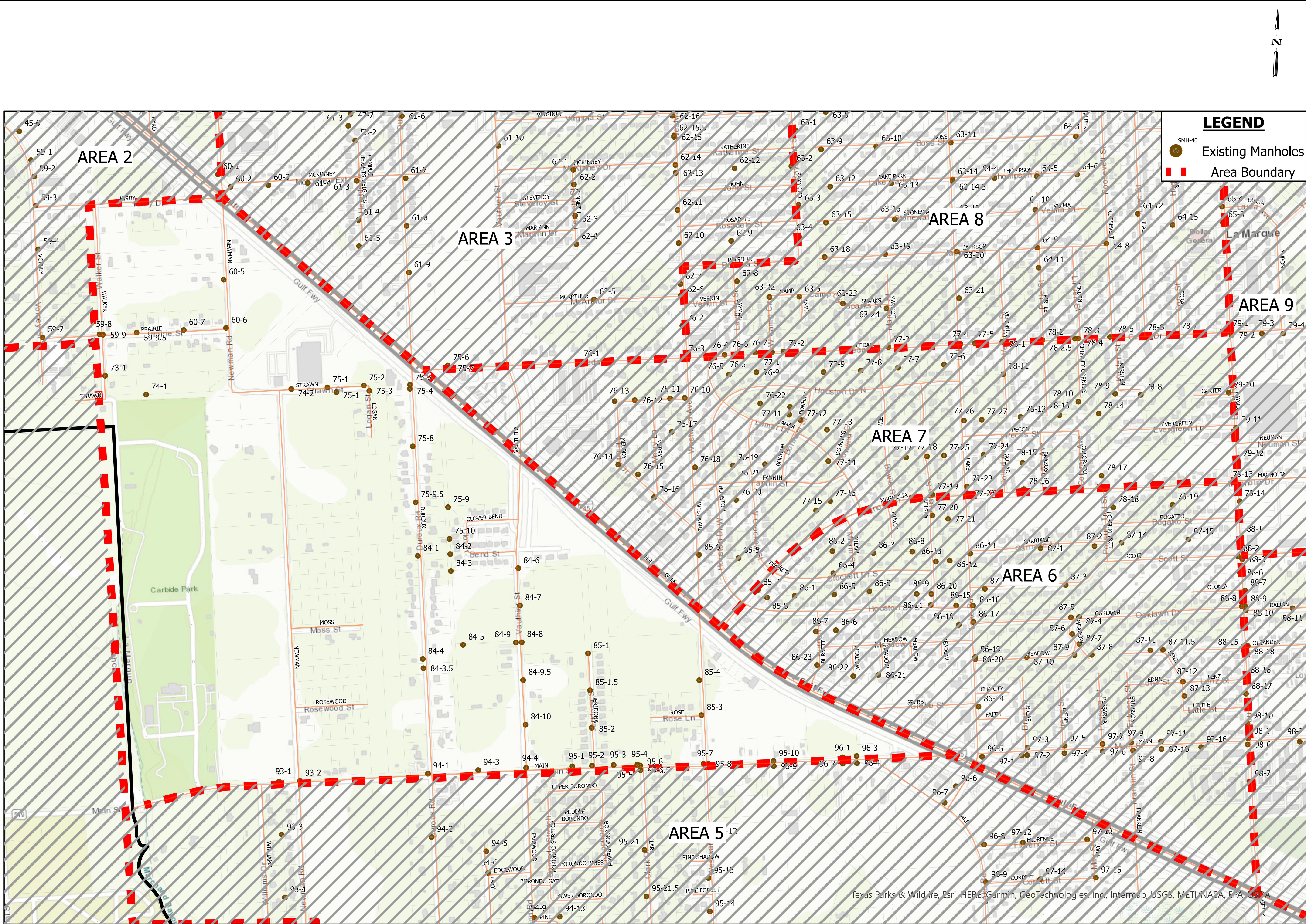
The attached document for Area 4 identifies the next scheduled zone for manhole rehabilitation. Work in this area is expected to commence shortly as part of the ongoing project timeline.

#### **HISTORY:**

#### **FISCAL IMPACT:**



C:\Users\mgomez\Adico Dropbox\ADICO\ALLC\18100 - LA MARQUE\20100-17 San. Swr. & Manhole Assessment\6 - Drawings\ADO\SHEETS\63 SUB-AREA NO. 4.dwg Jun 30,2023--11:42am mgomez



CIVIL ENGINEER:  
**ADICO**  
CONSULTING ENGINEERS  
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546  
PHONE: 832-855-1093 WWW.ADICO-LLC.COM  
TBPE FIRM NO. 16423

BENCHMARK:

FLOODPLAIN:

CITYWIDE SANITARY SEWER  
REHABILITATION PROJECT

CITY OF LA MARQUE, TX

ADICO, LLC  
TBPE FIRM NO. F-16423

06/13/2023

| NO. | DATE | REVISION |
|-----|------|----------|
|     |      |          |
|     |      |          |
|     |      |          |
|     |      |          |

PROJECT OWNER:  
CITY OF LA MARQUE

PROJECT LOCATION:  
CITY OF LA MARQUE  
LA MARQUE, TX 77568

MANHOLE  
REHABILITATION  
AREA 4

ALLC PROJECT NO. 20100-17

SHEET NO.

DRAWN BY: JG

CHECKED BY: BB

DRAWING SCALE:  
HORIZ: N/A  
VERT: N/A

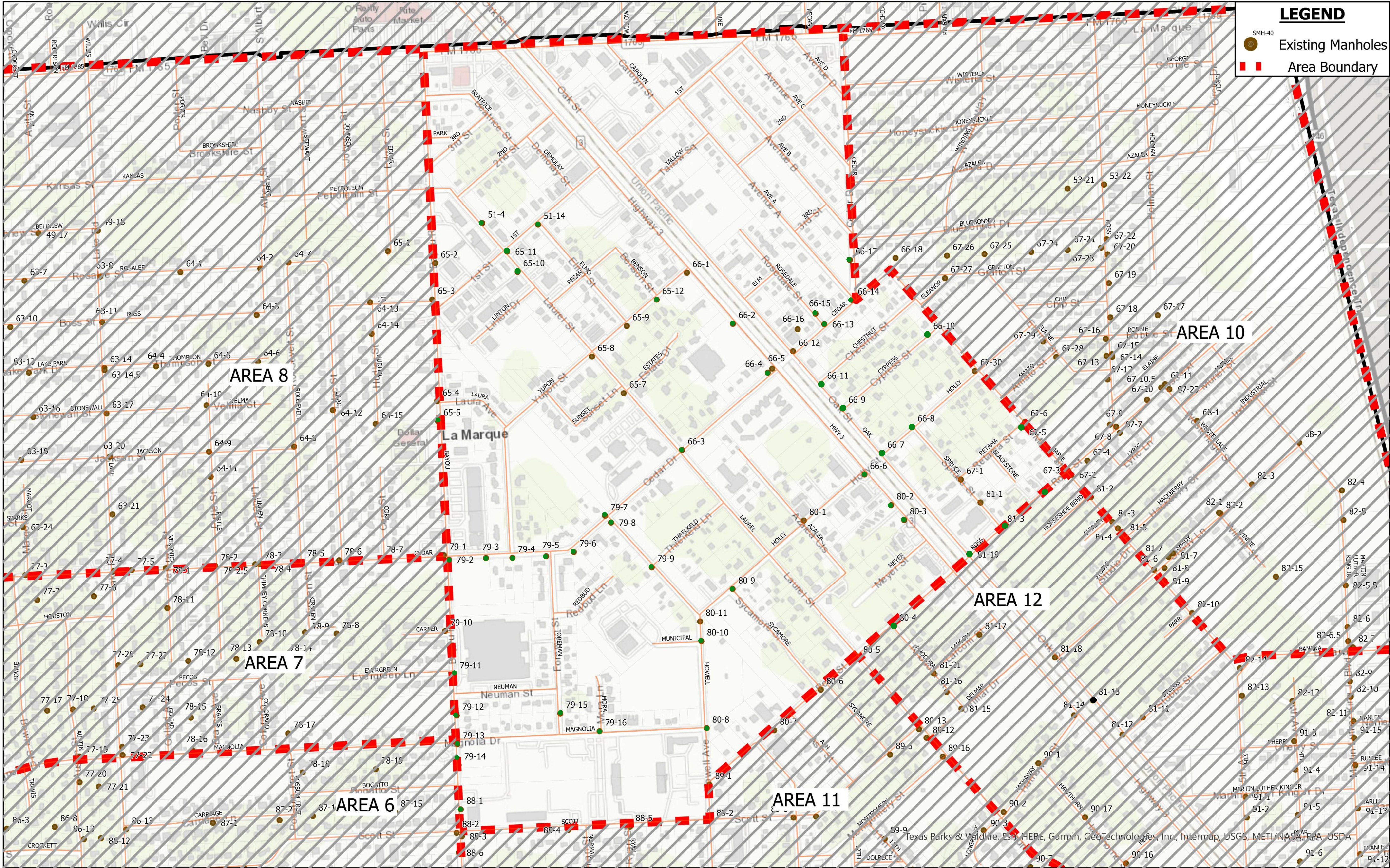
DATE PLOTTED:  
Jun 30, 2023 - 11:42am

63 OF 95

Page 224 of 234

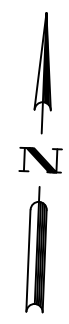


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| NO. | DATE | REVISION |
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CIVIL ENGINEER:

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

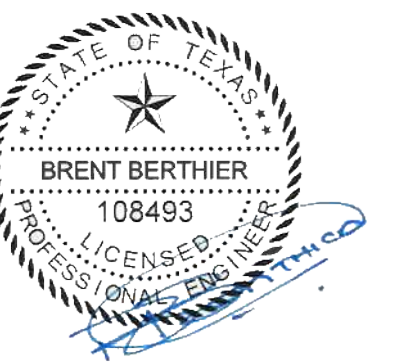
ENCHMARK:

LOODPLAIN:

# CITYWIDE SANITARY SEWER REHABILITATION PROJECT

CITY OF LA MARQUE, TX

ADICO, LLC  
EPA FIRM NO. F-16423



6/13/2023

| NO. | DATE | REVISION |
|-----|------|----------|
|     |      |          |
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|     |      |          |
|     |      |          |
|     |      |          |

PROJECT OWNER:  
CITY OF LA MARQUE

PROJECT LOCATION:  
CITY OF LA MARQUE  
LA MARQUE, TX 77568

MANHOLE  
REHABILITATION  
AREA 10

|                         |           |
|-------------------------|-----------|
| LC PROJECT NO. 20100-17 | SHEET NO. |
|-------------------------|-----------|

DRAWN BY: JG

CHECKED BY: BB

DRAWING SCALE:  
R7: N/A

RT: N/A

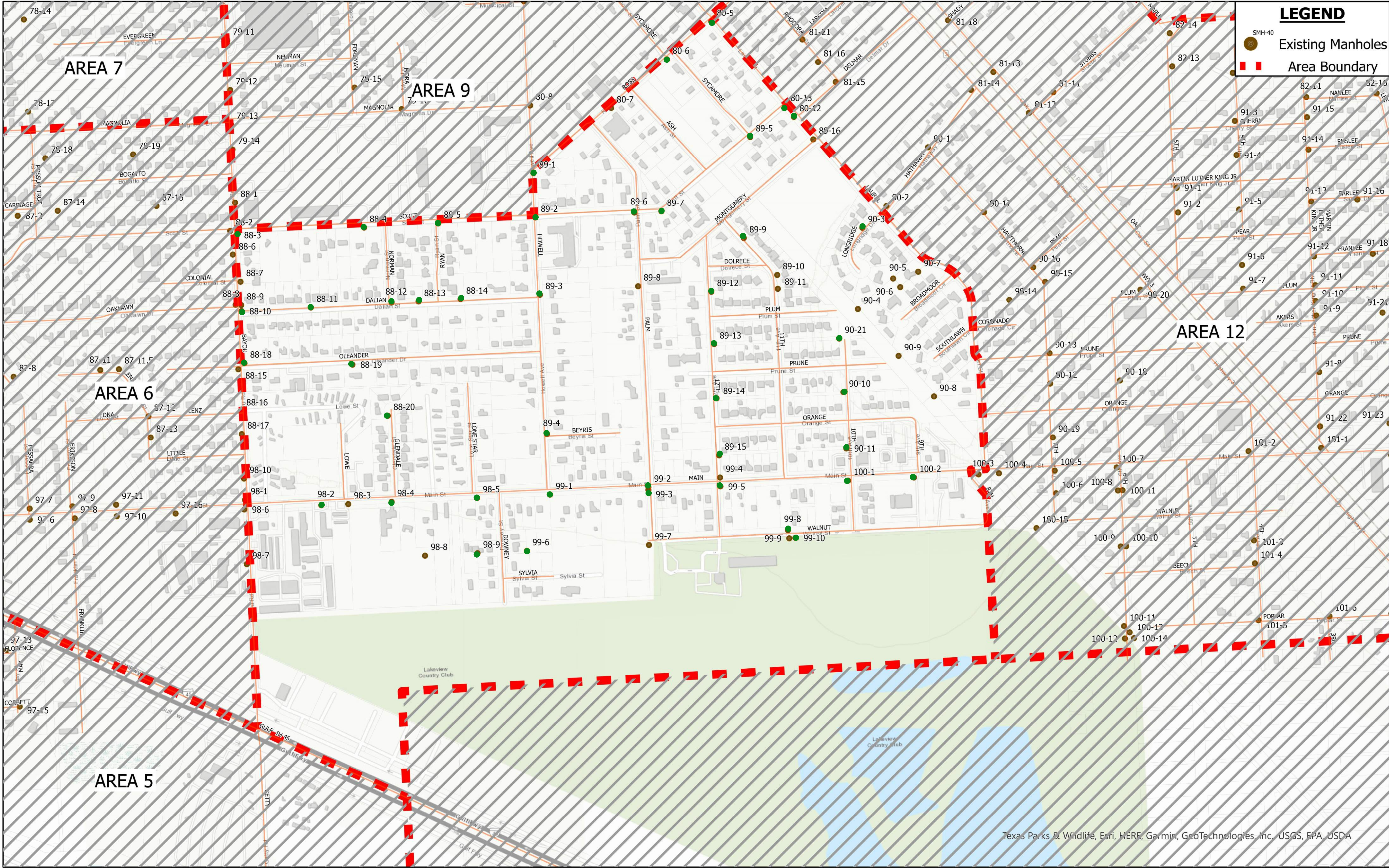
DATE PLOTTED: 02.02.00

Jul 30, 2023 - 11:44am

69 OF 95



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CIVIL ENGINEER:  
**ADICO**  
CONSULTING ENGINEERS  
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546  
PHONE: 832-855-1093 WWW.ADICO-LLC.COM  
TBP# FIRM NO. 16423

BENCHMARK:

FLOODPLAIN:

CITYWIDE SANITARY SEWER  
REHABILITATION PROJECT

CITY OF LA MARQUE, TX

ADICO, LLC  
TBP# FIRM NO. F-16423

  
06/13/2023

| NO. | DATE | REVISION |
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|     |      |          |

PROJECT OWNER:  
CITY OF LA MARQUE

PROJECT LOCATION:  
CITY OF LA MARQUE  
LA MARQUE, TX 77546

MANHOLE  
REHABILITATION  
AREA 11

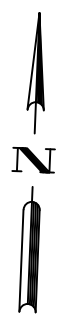
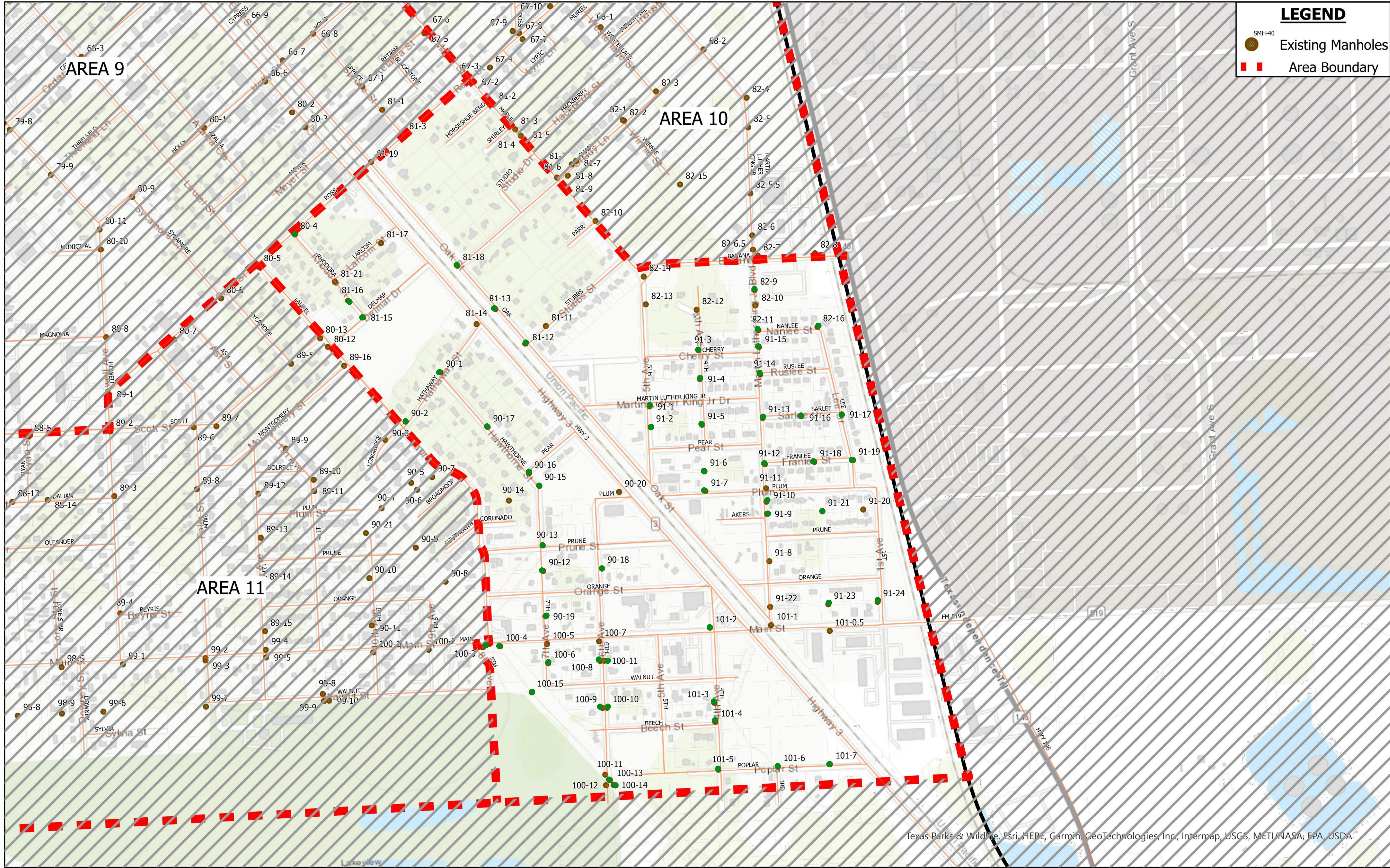
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DRAWN BY: JG  
CHECKED BY: BB  
DRAWING SCALE:  
HORIZ: N/A  
VERT: N/A  
DATE PLOTTED:  
Jun 30, 2023 - 11:44am

70 OF 95

Page 227 of 234



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**LEGEND**

SMH-40 Existing Manholes

Area Boundary

CIVIL ENGINEER:

**ADICO**

CONSULTING ENGINEERS

2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546  
PHONE: 832-855-1093 WWW.ADICO-LLC.COM  
TBPE FIRM NO. 16423

BENCHMARK:

FLOODPLAIN:

CITYWIDE SANITARY SEWER  
REHABILITATION PROJECT

CITY OF LA MARQUE, TX

ADICO, LLC  
TBPE FIRM NO. F-16423

STATE OF TEXAS  
BRENT BERTHIER  
108493  
LICENSED PROFESSIONAL ENGINEER

06/13/2023

| NO. | DATE | REVISION |
|-----|------|----------|
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|     |      |          |
|     |      |          |
|     |      |          |

PROJECT OWNER:  
CITY OF LA MARQUE

PROJECT LOCATION:  
CITY OF LA MARQUE  
LA MARQUE, TX 77568

MANHOLE  
REHABILITATION  
AREA 12

|                                           |           |
|-------------------------------------------|-----------|
| ALLC PROJECT NO. 20100-17                 | SHEET NO. |
| DRAWN BY: JG                              | 71 OF 95  |
| CHECKED BY: BB                            |           |
| DRAWING SCALE:<br>HORIZ: N/A<br>VERT: N/A |           |
| DATE PLOTTED:<br>Jun 30,2023 - 11:44am    |           |





We are currently reviewing your application. We will notify you of our decision soon.

# City of La Marque Police Department - 91933012

Pending

## Selected store

**TEXAS CITY TX**

Pending Grant

Facility number: 529

Distance to organization: 5 miles

Phone number: (409) 986-6000

Address: 6410 INTERSTATE 45, LA MARQUE, TX,  
77568-3085

## Grant Information

**Does your organization and the proposed program directly benefit the service area of the facility that you are applying to?**

Yes

**Are you a church or other faith-based organization applying for one of the following: mission trips support, Sunday school supplies, youth group trips, or other funding that would support only the members of your congregation?**

No

**Will the funds be used to support work internationally?**

No

Yes

**Please briefly describe the event and who will be attending**

We need chairs for our meetings that we conduct with our community members and our police officers. We have state and international award-winning "Safe City Initiative" that employs Community-Oriented Policing. Our crime reduction strategies/efforts have greatly reduced crime and the fear of crime for our residents and visitors in our city over the past four years.

**Please select the primary focus area for this grant**

Community Support & Social Action

**Requested amount**

\$5,000.00

**Program name**

LMPD Safe City Initiative

**Program description**

Chairs for our meetings are needed for community members and our staff. We have a state and international award-winning "Safe City Initiative" that employs Community-Oriented Policing. Our crime reduction strategies have greatly reduced crime and the fear of crime for our residents and visitors in our city over the past four years. We partner closely with our local Walmart (529): their Loss Prevention Leader (Oscar Gonzalez) serves as our Chairperson for that Community Watch group.

**Applicant email**

r.aragon@cityoflamarque.org

**Full name**

Randall Aragon

**Organization information**

Please verify your organization information is up to date. If you would like to modify your organization information, please log into your Deed profile and update in settings.

**Org id**

327189de-82ca-41b0-8eef-  
4fcc5e07d0ad

**Org name**

City of La Marque Police  
Department

**Tax id**

746012995

**Website**

[https://ci.la-marque.tx.us/241/Police-  
Department](https://ci.la-marque.tx.us/241/Police-Department)

**Npo cause****Mission statement**

Prevent and Control Crime

**Address**

431 Bayou Rd, La Marque, TX, 77568

**Primary name**

Alice Ashley

**Primary email**

a.ashley@cityoflamarque.org





# Good

APRIL 18 Friday

CITY OFFICES WILL BE CLOSED  
APRIL 18 IN OBSERVANCE OF  
GOOD FRIDAY. NORMAL  
OPERATIONS WILL RESUME  
MONDAY APRIL 21 AT 7:30 AM.





# Spring Cleanup



## Acceptable items:

-  Yard debris
-  Beds/ Mattresses
-  Non-hazards material
-  Document shredding

## Non- acceptable items:

-  Gas Cans
-  Batteries (cars & regular)
-  Flammable or combustible items
-  Paint cans (unless empty and dry)

**APRIL 26**  
**2025**

TIME: 9AM-1PM



## PUBLIC WORKS BUILDING

4916 FM 1765  
LA MARQUE, TEXAS

**FREE FOR  
LA MARQUE  
RESIDENTS**



MORE INFO, VISIT US AT

[CITYOFLAMARQUE.ORG/741/SPRING-CLEANUP](https://CITYOFLAMARQUE.ORG/741/SPRING-CLEANUP)





# SENIOR SAFETY SUMMIT



*Hurricane  
Preparedness*



**29**  
**APRIL**

**9AM – 11AM**



**COMMUNITY BRUNCH  
SAFETY SEMINAR  
CAMERA REGISTRY**

**El Lugar Event Center**  
**1202 1st St.**  
**La Marque, TX 77568**

**FREE COMMUNITY  
EVENT!**

While the event is free,  
registration is required  
as seating is limited.  
Please RSVP at:

[qrcode.cityoflamarque.org/seniorsafety](https://qrcode.cityoflamarque.org/seniorsafety)