CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
November 10, 2025

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **November 10, 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)**. In accordance with Section 551.127(b) of the Texas Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (https://www.youtube.com/watch?v=L6G8ypjyEDo).

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

1. CALL MEETING TO ORDER

2. ROLL CALL

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

   4.I. Presentation: Jason Davis, CLEAT Officer of the Year

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. Regular City Council Minutes 08.11.2025

   6.II. Regular City Council Minutes 07.28.2025

   6.III. Special City Council Minutes 07.21.2025

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

7.I. Ordinance No. O-2025-0027
Amending Chapter 42 of the City of La Marque Code of Ordinances to update water and wastewater impact fees in accordance with the 2023 Impact Fee Study and staff recommendation

7.II. Amended Ordinance No. O-2025-0028
Amending the amount and payment terms for the sale of certain real property legally described as ABST 208 PAGE 7 PT OF LOT 19 (19-7) WATERMAN SUB; Galveston County Central Appraisal District ID 311687 to the La Marque Economic Development Corporation; Making Various Findings; and providing an effective date

7.III. Ordinance No. O-2025-0029
Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas, by Amending Prescribed Water and Sewer Rates

8. OLD BUSINESS
Items presented to the Council for discussion and possible action:

8.I. Ordinance No. O-2025-0027
Amending Chapter 42 of the City of La Marque Code of Ordinances to update water and wastewater impact fees in accordance with the 2023 Impact Fee Study and staff recommendation - *Public Works* **THIS IS THE SECOND AND FINAL READING**

8.II. Amended Ordinance No. O-2025-0028
Amending the amount and payment terms for the sale of certain real property legally described as ABST 208 PAGE 7 PT OF LOT 19 (19-7) WATERMAN SUB; Galveston County Central Appraisal District ID 311687 to the La Marque Economic Development Corporation; Making Various Findings; and providing an effective date- *EDC / Finance* **THIS IS THE SECOND AND FINAL READING**

8.III. Ordinance No. O-2025-0029
Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas, by Amending Prescribed Water and Sewer Rates - *Utility Billing / Finance* **THIS IS THE SECOND AND FINAL READING**

8.IV. Boards and Commissions Appointments
Appointing, reappointing, and/or removing members of boards, commissions, and committees - *City Clerk*

9. NEW BUSINESS
Items presented to the Council for discussion and possible action:

9.I. Ordinance No. O-2025-0030
Determining Ex-Officio positions for boards, commissions, and committees - *Council*

9.II. Resolution No. R-2025-0045
Voting in the election of Members for the Board of Directors of the Galveston Central Appraisal District 2026 - *Council*

9.III. American Rescue Act Plan (ARPA)
Affirming the policies and procedures related to the American Rescue Plan Act (ARPA) for the City of La Marque - *Administration*

9.IV. City of La Marque & Bon Temp Rouler (BTR) Bayou Fest Contract
Considering a contract between the City of La Marque and Bon Tem Rouler (BTR) for Bayou Fest 2026 - *Finance / Legal*

9.V. Request for Re-Plat
Approving a re-plat of two (2) unrestricted reserves totaling 412.171 acres, being a partial replant of SUBDIVISION M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS - *Development Services*

9.VI. Municipal Judge
Considering the resignation of the Municipal Judge and appointing a new Municipal Judge - *Administration/ Clerk*

10. CITY MANAGER REPORT
A submitted report to update Council and the Community on the standard operations of the City. This report can be acknowledged as a whole or discussed at the pleasure of Council.

10.I. Finance Report

10.II. Mayor Pro Tem Report : Texas Municipal League Conference 2025

10.III. 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)

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

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 November 4, 2025 at 6:00 p.m.

_____

Kierra K. Nance, TRMC
City Clerk

CITY OF LA MARQUE
CITY COUNCIL
AMENDED MINUTES
of
August 11, 2025

1. CALL MEETING TO ORDER
   Mayor Bell called the meeting to order at 6:04 p.m.

2. ROLL CALL
   PRESENT:

Keith Bell	Mayor
Joe Compian	Mayor Pro Tem/District B
Kimberley Yancy	District A
Joseph Lowry	District C
Tonia Griffin	District D

3. INVOCATION AND PLEDGE OF ALLEGIANCE
   Monsignor Anderson of Queen of Peace Church gave the invocation and Mayor Pro Tem Compian led the pledge.

4. AWARDS AND RECOGNITIONS

   4.I. Certificate of Appreciation: Queen of Peace
   Monsignor Anderson received the Certificate of Appreciation for Queen of Peace Church.

   4.II. Certificate of Recognition: Monsignor James B. Anderson
   Mayor Bell and Mayor Pro Tem Compian presented Monsignor Anderson with a certificate of recognition celebrating 47 years of religious service.

   4.III. Proclamation: National Water Quality Month
   Public Works Director Shannon Breaux accepted the National Water Quality Month Proclamation on behalf of the department.

5. CITIZENS PARTICIPATION

   - Otto ***declined to give his last name or address*** said that he has observed something terrible and he believes it is casting a dark shadow across the city. He stated that outside of town everyone can see what is going on here, many of the efforts to quell the shame happening in the city have not gone unnoticed.
   - Clarence Caldwell ***declined to give address*** spoke to correct something he stated at a previous meeting, the dike price is only $10 not $20 as previously stated. He also spoke of his discontent with residents who do not pick up their trash cans after garbage pickup, citing it as a hazard, stating that it is more

prevalent on Fridays. He also spoke to the Friday service, causing destruction to the trash lids. He thanked everyone for solving his problem from the last meeting and asked everyone to be blessed.

- Robert Harvey ***declined to give address*** spoke to his discontent with the council considering to "violate people's rights." He said if anyone on the council does not want their bad behavior criticized, change the behavior or move into private sector work. He asked for the council to stop crying about people coming in to speak, grow thicker skin, or leave.
- Vanessa McAfee ***declined to give address*** welcomed Ms. Holly and spoke to the vegetation on the powerlines, stating that residents need assistance, and she was pleasantly surprised that there were no complaints about water pressure. She thanked the Council for setting up a meeting with the Economic Development Corporation to discuss COVID-19 grants. She requested an investigation into the police chief.
- Robert Michetich (24 N Curlew) stated that the presented budget was horrible. He will be turning in two ethics complaints, one for unauthorized travel, and another regarding the city clerk allegedly not responding to open records. He spoke about his discontent with the budget, and the public safety building costs.
- Hayley Winkelmann ***declined to give address*** welcomed Interim City Manager Holly, and she looks forward to her sharing Urban Planning knowledge. She identified areas of debris and shared discontent with the state of ditches in her neighborhood. She shared her discontent with her councilmember and his perceived lack of action while on council. She was disappointed in the budget process and stated that individuals are not being held accountable, "curbing freedom of speech during public comments because someone can dish it but can't take it .... don't call the fire department when you keep lighting the fire."
- Re'Chard Loftis ***declined to give address*** requested that the council focus on the business they were elected to do.

6. MINUTES

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

6.I. Special Joint City Council Economic Development Minutes 07.28.2025

6.II. Special City Council Budget Minutes 08.05.2025

7. COMMENTS FROM THE PUBLIC

7.I. Ordinance No. O-2025-0015

Robert Michetich stated that there has not been another meeting of the Public Safety Building Committee. He stated that there was not a location selected, and he stated that the council would be raising the tax rate. He said no one was going to vote for this, and he is against it. This is not the way to do it.

Jonathan Frels, representative of the city's bond counsel Bracewell, stated that levying the tax only occurs once the debt is issued.

Re'Chard Loftis is "all for" a new station. However, he needs the actual numbers and the location. He is totally against any police station moving to the west side of the city. He is aware the city is looking to purchase land from Texas City ISD, but he has heartburn about "buying our land back" because that land originally belonged to the citizens of La Marque and the city has already given the entity $300,000.

8. OLD BUSINESS

8.I. Ordinance No. O-2025-0014
Councilmember Griffin made a motion to approve Ordinance No. O-2025-0014. Mayor Pro Tem Compian seconded.
MOTION CARRIED UNANIMOUSLY.

8.II. Employee Handbook
This item was pulled from consideration.

8.III. Boards and Commissions Appointments
Councilmember Lowry nominated Laura Divine for the Ordinance Review Committee.
Mayor Bell nominated Felix Brown for the Building Standards Commission.
Mayor Pro Tem Compian seconded. **MOTION CARRIED UNANIMOUSLY.**

***After City Manager's Report Mayor Bell withdrew his nomination and reappointed Felix Brown to the Special events. Councilmember Griffin seconded.*
MOTION CARRIED UNANIMOUSLY.

8.IV. Ex-Officio Positions
No action taken.

8.V. Unified Town Hall
Councilmember Griffin stated her belief that it would be more beneficial to the residents to have one town hall and that it would have a better turnout. She identified that Councilmember Yancy had previously recommended either September or October.
October 4th and 9th were presented as potential dates.
Councilmember Griffin made a motion to host a unified town hall on October 4th at 10:00 a.m. at the central station with a professional facilitator. Councilmember Yancy seconded.
Councilmember Yancy recommended inviting the schools and community partners to be vendors.
MOTION CARRIED UNANIMOUSLY.

9. NEW BUSINESS

9.I. Ordinance No. O-2025-0015
Discussions regarding the timing of this item ensued with staff identifying that August 18, 2025 is the very last day this item could be placed on the November 4, 2025, ballot.

Councilmember Lowry stated that he believes if this is put on the ballot it will fail. He recommends looking at Certificates of Obligation and stated that the city needs to act fast as there are potential issues with the condition of the current workspace. When asked to clarify his position he stated that "the forensic audit is going to be a major part."
Mayor Bell clarified concerns about a tax increase, stating that the tax rate would have to be set prior to the November election. Therefore, this would not constitute a tax increase. He agreed with Councilmember Lowry's statement that the city needs to act quickly and believed the way to do that would be to give the public the option in November.
Mayor Pro Tem Compian requested that this item be taken to the voters in May. A recommendation from the Public Safety Building Committee was requested. Mayor Pro Tem Compian made a motion to reset this item to Monday, August 18, 2025. Councilmember Griffin seconded. **MOTION CARRIED UNANIMOUSLY.**

9.II. Ordinance No. O-2025-0016
***Councilmember Lowry exited the meeting at 7:41 p.m. and returned at 7:43 p.m.*
***Councilmember Yancy exited the meeting at 7:42 p.m.*
Mayor Pro Tem Compian made a motion to approve Ordinance No. O-2025-0016. Councilmember Griffin seconded. **MOTION CARRIED WITH 3 AYES (BELL/ COMPIAN/ GRIFFIN) 1 ABSENT (YANCY) AND 1 ABSTENTION (LOWRY).**

9.III. Ordinance No. O-2025-0017
***Councilmember Yancy returned at 7:44 p.m.*
Mayor Pro Tem Compian made a motion to approve Ordinance No. O-2025-0017. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

9.IV. Resolution No. R-2025-0034
Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2025-0034. Councilmember Griffin seconded. **MOTION CARRIED UNANIMOUSLY.**

9.V. Contract: Special Election
Councilmember Griffin made a motion to defer this item. Councilmember Lowry seconded. **MOTION CARRIED UNANIMOUSLY.**

9.VI. Easement
Interim City Manager Holly stated that she would not sign blanket easement as it precludes vertical development.
Rick Garcia of LNV, Inc. clarified that this is a temporary easement that will be corrected at a later date.

9.VII. Approval of Change Order #12 – Citywide Sanitary Sewer Rehabilitation Project
Councilmember Yancy made a motion to approve Change Order #12 submitted by Southern Trenchless Solutions, LLC. Councilmember Griffin seconded. **MOTION CARRIED UNANIMOUSLY.**

9.VIII. Special Events Committee
Discussions were held to establish who the members of the special events

committee were. City Clerk Nance clarified that the members were not named; the council appointed "the chairperson or their designee" of the Keep La Marque Beautiful Commission, Parks Board, and Economic Development Corporation. The Committee also included the Mayor, Mayor Pro Tem, and representatives of the city administration, communications, and finance departments, as well as two (2) at large positions.
Mayor Bell asked if the committee was intended to include representatives of the public safety divisions.
City Clerk Nance clarified that while that was in the initial proposal, it was later determined that the public safety divisions would be available if called upon, but were not necessary for the planning portions.
Chairperson Loftis requested that a meeting be scheduled for the following week. City Clerk Nance identified that there are tentative dates that are prepared. However, the official date would be determined by the result of the City Council's budget meeting the following day, as the council requested additional dates.
NO ACTION WAS TAKEN.

9.IX. Purchasing - Mobile Command Terminals
Mayor Pro Tem Compian questioned the useful life of the terminals. Chief Aragon clarified that the useful life is approximately three (3) to five (5) years.
Mayor Pro Tem Compian requested an inventory list with the useful life of the items included.
Mayor Pro Tem Compian made a motion to approve. Councilmember Lowry seconded. **MOTION CARRIED UNANIMOUSLY.**

10. CITY MANAGER REPORT
Item 10.III was pulled for discussion.

10.I. June 2025 Water Loss Report
Stood as submitted.

10.II. June 2025 Storm Water Report
Stood as submitted.

10.III. Ordinance Review Committee
Committee Member Ross stated that the committee has had two meetings and has decided to begin with the zoning ordinances for review. The committee is requesting that the council provide the committee with a mission statement as well as any recommended areas of review.

10.IV. Items for the Good of the Order

11. EXECUTIVE SESSION
***Mayor Bell recessed the Regular Meeting and entered into Executive Session at 8:27 p.m.*

11.I. Section 551.071 Consultation with Attorney - La Marque EDC vs. Texas City Terminal Railroad Company Cause No. 20-CV-0633

11.II. Section 551.071 Consultation with Attorney - Bond Elections

12. ACTIONS TAKEN FROM EXECUTIVE SESSION
***Mayor Bell closed the Executive Session and reconvened the Regular Meeting at 8:46 p.m.*

12.I. Section 551.071 Consultation with Attorney - La Marque EDC vs. Texas City Terminal Railroad Company Cause No. 20-CV-0633
Mayor Pro Tem Compian made a motion to authorize the Mayor to execute a settlement agreement. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

12.II. Section 551.071 Consultation with Attorney - Bond Elections
No action taken.

13. REQUESTS AND ANNOUNCEMENTS
Councilmember Griffin stated that she loved getting acquainted with District D and the residents. She had approximately two (2) more things she wanted to order for the district.
Councilmember Lowry welcomed the residents to attend the meet-and-greet with the Interim City Manager, and thanked the residents for participating in the budget workshop. He asked that attention be given to the ditches in District C and shared that he knows who to call to get the roadway patched.
Councilmember Yancy stated that Robin Armstrong is having a meet-and-greet on August 14th and encouraged everyone to learn who their county commissioners are, as there are now three for the City of La Marque. She issued congratulations to Ms. Vera Bell Gary for having a building named after her.
Mayor Pro Tem Compian gave some brief updates regarding potential storms, and encouraged everyone to prepare just in case, as "these things can turn on a dime." He shared love and light with the schools in the area, asking everyone to be safe on the roads, and thanked Monsenior Anderson for allowing the council to utilize the Queen of Peace for the most recent retreat.
Mayor Bell reiterated that there would be a meet and greet for the Interim City Manager on August 18th, as well as a final discussion regarding general obligation bonds. He also requested a finance committee.

14. ADJOURNMENT
Councilmember Yancy made a motion to adjourn. Councilmember Griffin seconded. **MOTION CARRIED UNANIMOUSLY.**
***Meeting was adjourned at 8:48 p.m.*

CITY OF LA MARQUE
CITY COUNCIL
REGULAR MINUTES
of
July 28, 2025

1. CALL MEETING TO ORDER
   Mayor Bell called the meeting to order at 6:04 p.m.

2. ROLL CALL
   PRESENT:

Keith Bell	Mayor
Joe Compian	Mayor Pro Tem/District B
Kimberley Yancy	District A
Joseph Lowry	District C
Tonia Griffin	District D

3. INVOCATION AND PLEDGE OF ALLEGIANCE
   Mayor Pro Tem Compian gave the invocation and City Attorney Knebel led the pledge.

4. AWARDS AND RECOGNITIONS

   4.I. Certificate of Commendation- Jennifer Johnson
   Chief Aragon presented Ms. Jennifer Johnson with a Certificate of Commendation for reporting a situation. She observed an unsafe situation and reported it to law enforcement, which led to the removal of three (3) children from an unsafe living condition. Ms. Johnson also received a gift basket presented to her by the Citizen's Police Academy Alumni Association from Raising Canes, who heard this story and wanted to show their appreciation.
   Ms. Johnson stated that she gives all glory to God, because it was him who put it on her heart to call the La Marque Police Department.

   4.II. Certificate of Appreciation - Queen of Peace
   This item was asked to be postponed as representatives of Queen of Peace were not available.

5. CITIZENS PARTICIPATION

   - Sandra Hofstatter (1402 W. Crockett St.) shared that Hurricane Beryl took the street sign near her home, and one year later it has not been replaced.
   - Richard Holcomb (*no address provided*) shared that he is tired of beating an old drum about the Mahan Boat Ramp. The water is beautiful, and the fish are biting, but there is still a chain across the boat ramp. He also spoke about item 9.IX, asking the council to remember they represent the citizens of La Marque,

not other cities. He asked the Mayor to speak with the Texas Department of Transportation and other contractors to clean up the concrete debris in the roadways and grass from the street repairs. "The job isn't done until the cleanup is done."

- Amparo Avila (805 Kenneth St.) stated that she has been a resident for the past 24 years. She has two concerns: there is a waterline near her house that is continually having an issue. She also expressed concern about the change in elevation of Kenneth St. She stated that there will be water in their homes as the streets in the area drain onto their street.
- Hayley Winkelmann (Bowie St.) also shared concerns regarding the debris left by the Texas Department of Transportation. She is thankful that the COVID grants will be audited. She announced that she was mistaken in an earlier statement about the city feeds getting hacked. She thought it was YouTube, but it was the Zoom presentation. She spoke of concerns regarding the timing of certain investigations, asserting Civil Rights violations.
- David Pennington (924 Cypress) requested that the city do an audit of all COVID grant funds, stating that it was taxpayer money and the taxpayers have the right to know where it went. He also shared concerns regarding a sitting Councilmember serving as a voting member of the Economic Development Corporation.
- Clara Holcomb (*no address provided*) stated that it is a shame to drive through the city and see how "trashy" it has become. All citizen comments and council comments should be about what benefits the city, not personal feelings. She requested the council review the recall process in the event the petition fails. There is a new movement gaining momentum to flush out corruption in local government.
- Clarence Caldwell (3603 Prairie St.) shared concerns regarding trashcans in the streets. He shared concerns regarding street depth and speed limit signs. He asked for the residents of La Marque to receive "Dike Passes" in the City of Texas City. He asked everyone to get along and get it together because, "we are grownups."
- Michael "Rock" Bock (Longridge) stated his assertion that the reason an entity that has their own brand would want to take over the Bayou Fest name, and he can think of 60,000 reasons. He asked that the $10,000 donation that goes into that fund be redirected to the Special Events fund, and the pipeline donation be sent to the Highland Bayou park maintenance fund. He requested the council direct the City Attorney to make these contract amendments.
- Ivy Strong (3123 Steveroy) invited each and every Councilmember along with the Public Works Director and Engineering Part to visit her street. She stated that the work done was subpar. She stated that the Public Works Director did visit after her last meeting, and she is grateful and had no complaints. However, the contractor's "fix" was ineffective. She also spoke about the debris that was left. She spoke regarding the rainwater pooling in front of her home.
- Carl Beard (620 Widgeon Cove) stated that he hates to keep having to address the council at every meeting. He spoke of a Councilmember's online statement that he has PTSD, which is not accurate, but also very disrespectful to the other veterans who do have that illness. He shared concerns regarding a

Councilmember who allegedly profited off of information received by the council.

- Robert Michetich (24 N Curlew) said that there are statements that are totally incorrect about the Chief of Police. He spoke of inaccurate statements regarding a certain councilmember. He also spoke regarding a different Councilmember's alleged "7-day vacation" taken on the city's dime.

***Councilmember Yancy, in a point of personal privilege, stated that was not true.*

- Carolyn Small (1121 Prune St.) stated that earlier in the day the city's YouTube page was hacked with an offensive image and the video is still online.
- Robert Harvey (*no address given*) provided information regarding a councilmember's personal litigation "stating that a judge in Washington did more to protect the citizens in Texas, than anyone in Texas has". He also spoke to activities on Facebook. He stated that the images from the hack today make the city look even worse than it already does.

***Councilmember Lowry, in a point of personal privilege, stated that the allegations were false and are under appeal.*

6. PRESENTATIONS

6.I. Presentation - nVent

Steve Swetz stated that nVent is a $3.3B company that is looking to move to the City of La Marque. Bebco, the former name of the location, was founded in the City of La Marque in 1972. In 2002, the company moved to Hitchcock, then nVent purchased the company in 2024. The current Hitchcock location does approximately $40M in revenue. Due to the La Marque location having been vacant for over 6 months, nVent will have to reapply for zoning, and he is asking for expedited processing.

He is currently looking for additional staffing, as they have 180 employees in the Hitchcock facility and are continuing to grow.

6.II. Presentation- Collaborate : Vision 2050

Chris Kay of Collaborate gave a brief summary presentation of the Vision 2050 plan, thanking the City and EDC for the invitation. He stated that various meetings were held with stakeholders. He stated that the previous strategic plan was completed in 2015, identifying 12 critical issues that the City had addressed either in whole or in part at the time of the creation of the Vision 2050 plan.

There were four steps to the process of creating the plan: Data Research, SWOT Analysis, Visioning Concepts, and Guiding Principles.

***Councilmember Lowry exited the meeting at 7:29 pm and returned at 7:35 pm.*

7. MINUTES

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

7.I. Council Retreat 07.22.2025

7.II. Regular City Council Minutes 12.09.2024

7.III. Special City Council Minutes 11.18.2024

8. OLD BUSINESS

8.I. Vision 2050
Councilmember Yancy made a motion to accept the Vision 2050 plan as presented by Collaborate. Mayor Pro Tem Compian seconded. **MOTION CARRIED UNANIMOUSLY.**

8.II. Ordinance No. O-2025-0014
Prior to taking this item, Mayor Bell addressed a concern regarding the ordinance not being attached to the supporting documents.
City Clerk Nance identified that she was not in office at the time of agenda distribution. However, it is the responsibility of her office. The agenda was drafted and completed by the Deputy City Clerk who was not present at the time of the meeting to give an explanation. She identified that this will be researched and addressed at the staff level.
Mayor Pro Tem Compian requested that this item be postponed until the next meeting.
Councilmember Lowry concurred with the reasoning of Mayor Pro Tem Compian.
Councilmember Lowry questioned if this would be put to a vote of the residents of Omega Bay.
City Attorney Knebel shared that it is not in the interest of the city to determine how the rights of way will be made public.
NO ACTION WAS TAKEN.

9. NEW BUSINESS
***New Business was taken after Executive Session.*

9.I. Awarding RFQ - Financial Consultancy Services
Mayor Pro Tem Compian made a motion to approve a contract with Stifel Public Finance for financial consultancy services. Councilmember Griffin seconded.
MOTION CARRIED UNANIMOUSLY.

9.II. Budget Workshop Presentations
Members of the Council requested that Bond Counsel, Waste Management, Auditors, and Drainage District 2 be contacted for presentations.

9.III. Public Safety Building
Mayor Pro Tem Compian requested that this item be considered for a May election.
Councilmember Yancy made a motion to authorize the preparation of general obligation bond election documents at the zero (0) tax rate increase amount of approximately $17 million.
Councilmember Lowry questioned why the cost doubled from the last time and stated that if the bond fails, the city will have to wait three (3) years.
Mayor Pro Tem Compian seconded.

Mayor Bell clarified that this is just a tool to keep the conversation moving forward.
Councilmember Yancy declared that the officers have waited a very long time for this, and she hopes the council moves in the right direction.
MOTION CARRIED UNANIMOUSLY.

9.IV. Coastal Community Federal Credit Union (CCFCU) Back-to-School Bash 2025
Mayor Pro Tem Compian made a motion to waive permit fees for the Coastal Community Federal Credit Union annual Back-to-School Bash. Councilmember Griffin seconded. **MOTION CARRIED UNANIMOUSLY.**

9.V. Purchasing
Councilmember Yancy made a motion to authorize the purchase of a Utility Terrain Vehicle utilizing the FY25 SB224 Cataltyic Converter Grant. Councilmember Lowry seconded. **MOTION CARRIED UNANIMOUSLY.**

9.VI. Purchasing
Councilmember Yancy made a motion to authorize the sole source purchase of an Axon Drone as First Responder System under FY24 SB224 Catalytic Converter Grant. Councilmember Lowry seconded. **MOTION CARRIED UNANIMOUSLY.**

9.VII. Purchasing
Councilmember Griffin made a motion to authorize the purchase of a Mobile Surveillance Trailer from Wireless CCTV, LLC under FY24 SB224 Catalytic Converter Grant. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

9.VIII. Employee Handbook
Human Resource Manager Mikala Halbrook clarified that the city currently uses a handbook from 2013, and there is a draft in review with department heads.
Mayor Bell suggested that the council review the current handbook and submit their recommendations to the City Clerk to present to Human Resources and legal to bring back to the next agenda.
NO ACTION WAS TAKEN.

9.IX. Citizen's Participation
Mayor Bell opened the discussion by stating "We find ourselves in the gulf between free speech and what is appropriate".
Mayor Pro Tem Compian stated that residents have asked why individuals who do not live in the city have the same privileges as residents.
Councilmember Lowry stated that there has to be a happy medium, as he is a big supporter of the First Amendment, but he has an issue with outside agitators coming into the meetings using profanity and speaking about councilmembers' wives, and more.
Mayor Bell agreed that some of it is inappropriate. Many individuals have come before the council and spoke about both his mayorship and personal situations. He believes that individuals should be allowed to speak on items on the agenda, actions of a Councilmember in their official capacity, and/or relevant city business or operations. Speaking about councilmembers' families, pasts, or

personal lives is unacceptable.
Councilmember Yancy requested that this not only be open to residents, but also to business owners.
City Attorney Knebel shared that he is comfortable providing further clarification against personal attacks. He urged the council to take caution in prohibiting members of the public to speak since the statute requires the body to allow the public to redress the government.
Mayor Pro Tem Compian requested that the comments be split. First, a citizen's participation would be for addressing agenda items, and another at the end of the meeting to address other concerns.
Councilmember Yancy shared that the council could try the split comments and if the body does not like it, "put it back".
Mayor Bell feared that splitting the comments could be seen as an act of suppression.
NO ACTION TAKEN.

9.X. Ex-Officio Positions
NO ACTION TAKEN.

9.XI. Discretionary Spending
NO ACTION TAKEN.

9.XII. Drainage District # 2
Councilmember Griffin made a motion for the city enter into a Memorandum of Understanding with Galveston County Drainage District #2. Councilmember Lowry seconded. **MOTION CARRIED UNANIMOUSLY.**

9.XIII. Unified Town Hall
Councilmember Griffin felt that the council was on the right track by working together for the citizens. She believes that it would benefit the Mayor and Council to have a unified town hall to represent the unified stance that the council has taken.
Mayor Pro Tem Compian made a motion to host a unified town hall for all districts. Councilmember Lowry seconded.
Councilmember Yancy recommended an October date.
MOTION CARRIED UNANIMOUSLY.

10. CITY MANAGER REPORT
Mayor Pro Tem Compian pulled item 10.III

10.I. June 2025 Municipal Court Stats
Stood as submitted.

10.II. July 2025 Sales Tax Revenue
Stood as submitted.

10.III. Texas H.B. 1522 New Legislation for Agenda Postings
City Clerk Nance shared that the Texas Legislature has changed the posting schedule for agendas from 72 hours to three (3) business days.

10.IV. Items for the Good of the Order

Interim City Manager Miller shared that the City has obtained new equipment to address the sound concerns.

Mayor Pro Tem Compian apologized for an unfortunate event that transpired on the city's livestream earlier in the day.

11. EXECUTIVE SESSION

***Mayor Bell recessed the regular meeting and entered into executive session at 8:01 P.M.*

11.I. Section 551.076 (Deliberations about Security Devices)

11.II. Section 551.074 (Personnel Matters)

11.III. Section 551.074 (Personnel Matters)

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

***Mayor Bell closed the executive session and reconvened the Regular meeting at 10:26 p.m.*

12.I. Section 551.076 (Deliberations about Security Devices)

NO ACTION TAKEN.

12.II. Section 551.074 (Personnel Matters)

Mayor Pro Tem Compian made a motion for the council to initiate discussions with Schwartz Associates to begin a damage quantification. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY.**

12.III. Section 551.074 (Personnel Matters)

Councilmember Yancy made a motion to appoint Barbara Holly as Interim City Manager with the request that she meet individually with each Councilmember within the first 14 days of hire. Mayor Pro Tem Compian seconded.

Councilmember Yancy shared Ms. Holly's credentials were verified by Texas First Group.

MOTION CARRIED UNANIMOUSLY.

13. REQUESTS AND ANNOUNCEMENTS

Councilmember Griffin requested a discussion on ditches.

Councilmember Lowry thanked Amy Miller for her service to the city and for the overnight repair of the pothole on Cedar.

Councilmember Yancy declined requests and announcements.

Mayor Pro Tem Compian thanked the residents of Duroux and Corbett for taking the time out of the day and being a part of their government. They reminded the community that the business of city government is the basics. He thanked the council and Texas First Group for their service.

Mayor Bell requested that the tentative language the council agreed upon be added to the next agenda for adoption. He apologized to the residents of Omega Bay for the delay in approving of their financing plan. He stated that the bible says "everything that is lawful is not expedient." The council needs to cement their expectations by

resolution. He also reiterated that the council voted unanimously to appoint Ms. Barbara Holly to Interim City Manager. Ms. Miller has done a splendid job, and he thanked her for her service.

14. ADJOURNMENT
Councilmember Griffin made a motion to adjourn. Councilmember Lowry seconded.
MOTION CARRIED UNANIMOUSLY.
***Meeting was adjourned at 11:38 pm.*

CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MINUTES
of
July 21, 2025

1. CALL MEETING TO ORDER
   Mayor Bell called the meeting to order at 6:01 p.m.

2. ROLL CALL
   PRESENT:

Keith Bell	Mayor
Joe Compian	Mayor Pro Tem/ District B
Kimberley Yancy	District A
Joseph Lowry	District C
Tonia Griffin	District D

3. INVOCATION AND PLEDGE OF ALLEGIANCE
   Mayor Bell gave the invocation and Information Technology (IT) Technician Avery Bowers led the pledge.

4. CITIZENS PARTICIPATION
   Robert Harvey (***declined to provide address)* recognized a devastating loss to the Galveston County community as Facebook has deleted two pages associated with a councilmember. He encouraged others not to provide their addresses in this forum as he believes it is not safe. He also stated that the police department and sheriff's office are refusing to investigate alleged crimes by a councilmember.
   Kennisha Chapman (***declined to provide address)* stated that she has been branded as a thief by law enforcement. She stated that the negativity has to stop. La Marque used to be a fun place for the kids; it's not about the adults.
   Re'Chard Loftis (Johnson St.) welcomed everyone and questioned the air conditioner situation in the council chambers, stating that the temporary units are a safety hazard. It is hot and unacceptable that the community has to come in week after week in this condition. He stated that the city has been discussing a grapple truck for years, and he wants to know when it is going to happen. "If we can get away from the BS that's going on we probably could do some work around here". He is tired of it and others will support. He took it upon himself to get a quote for a grapple truck and acknowledged that he is "not making any money off of this". He is tired of seeing limbs on the roadway.
   James Osteen (2012 Jeridona) shared his concerns regarding the signatures regarding signing checks. He sees that the Mayor is an exception and cannot sign the checks, but he believes that it is misleading to have him listed. He does not believe he should be there, as it looks as if he could violate the charter even though he has no ability.
   Robert Michetich (24 N Curlew) agreed with Mr. Osteen, there should not be any

councilmembers on the financial accounts. There has been a lot of negativity posted online about the police chief, and he would like to thank the police chief and the officers for doing a good job. He also spoke to travel requests by a Councilmember. He asked that the Councilmember be forward with what was spent.
Hayley Winkelmann (1413 Bowie) announced that she was 8 signatures short of her recall petition, and she had refiled. She recited a list of grievances against the councilmember. She adores the city parks, and watches the parks board meetings, and would have applied but does not feel that it is safe. She asked about the West Side City Park, Mahan Football field, and asked that the copier be fixed at the library.
Richard Holcomb (2708 Magnolia) asked about the Mahan Park Windstorm certificate, requesting access to the boat ramp. He hopes that there was not anything going on since the Finance Director, City Manager, and Interim City Manager are leaving. He believes that this is a good reason that the city needs a forensic audit. He hopes that the next person that is selected to the City Manager position is qualified.

5. OLD BUSINESS

5.I. Boards and Commissions Appointments
Councilmember Lowry nominated Jeremiah Ovalles to the Youth Advisory Council. Councilmember Griffin seconded.
MOTION CARRIED UNANIMOUSLY.

6. NEW BUSINESS

6.I. Resolution No. R-2025-0033
Mayor Bell clarified that he never requested to be added to the resolution as the discussion was purely about the addition of Fire Chief Merryman and Police Chief Aragon.
City Clerk Nance confirmed Mayor Bell's account, and clarified that the Mayor's position has historically been listed on the account.
Mayor Pro Tem Compian stated his opinion that each signatory should be bonded, and no elected officials should be included.
Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2025-0033 listing City Clerk Kierra Nance, Police Chief Randall Aragon, and Emergency Management Coordinator/Fire Chief David Merryman as signatories and bonded for an amount of $5,000.00.
Councilmember Griffin seconded.
Councilmember Griffin questioned if this was a temporary listing, it was confirmed that it would be temporary.
Citizen James Osteen read the Emergency Management section of the Code of Ordinances.
MOTION CARRIED UNANIMOUSLY.

7. CITY MANAGER REPORT

7.I. 2025 Recall Petition Letter
STOOD AS SUBMITTED.
Mayor Pro Tem Compian stated that he did not support recall provisions and would like a provision to extend the length between petitions. He recommended this be

reviewed by the Ordinance Review Committee.
Mayor clarified that this would need to be reviewed by Charter Review.

8. EXECUTIVE SESSION
***Mayor Bell recessed the Special meeting and entered into Executive Session at 6:35 p.m.*

8.I. Section 551.074 Personnel Matters

8.II. Section 551.071 Consultation with Attorney

9. ACTIONS TAKEN FROM EXECUTIVE SESSION
***Mayor Bell closed the Executive Session and reconvened the Special Meeting at 7:31 p.m.*

9.I. Section 551.074 Personnel Matters
Mayor Pro Tem Compian stated that it is at these times that we have to have maximum transparency, and he apologized, stating that this should never have happened. The council had a very calm discussion and the council is focused on finding an Interim City Manager. He stated that the council will focus on finding a company to find and vet this individual. He stated that Ms. Miller will continue to serve in the acting position until this is resolved.
Mayor Pro Tem Compian then made a motion to select Texas First Group to lead the Interim City Manager search. He gave a brief overview of the process of choosing this organization to provide this professional service. Councilmember Lowry seconded.
MOTION CARRIED UNANIMOUSLY.

9.II. Section 551.071 Consultation with Attorney
NO ACTION TAKEN ON THIS ITEM.

10. REQUESTS AND ANNOUNCEMENTS
Councilmember Griffin questioned the date of the special Public Works discussion. It was clarified that this would happen on the 28th.
Councilmember Lowry shared that he has concerns regarding his city email, and asked that the Public Works report presented at the last meeting be reviewed and corrected. He thanked Ms. Miller for her service.
Councilmember Yancy requested a copy of the street assessment, and new street signs. She thanked Ms. Miller for her work. She has concerns regarding protocol for the city, and believed that the council should not be finding out information from news reports. She began to ask questions regarding a particular situation and was advised by City Attorney Knebel that the city cannot provide information on active investigations. She asserted that the particular situation is "embarrassing for our city, and it looks very racist." She is asking the community to pray for the city and our "sister city" Texas City. She will defend every department in this city, if they are right. District A will be holding a town hall meeting in September.
Mayor Pro Tem Compian announced that the Council Retreat is scheduled to be hosted the following day at Queen of Peace Church at 10:00 a.m. and thanked everyone for tonight.

Mayor Bell thanked Queen of Peace for their invitation on the following day. He looked forward to the retreat. He thanked Ms. Miller for her sacrifice and service. He asked the Acting City Manager to give a full report of the A/C system and an estimate to repair or replace the system in the Council Chambers. He stated that this had been a good meeting.

11. ADJOURNMENT
Councilmember Yancy made a motion to adjourn. Councilmember Lowry seconded.
MOTION CARRIED UNANIMOUSLY.
***Meeting was adjourned at 7:54 p.m.*

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Anjana Bhadoriya, 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:
Oct. 15, 2025

NOTICE ID: PNXYptZwzlsuMuD16TW5
PUBLISHER ID: 1357034
NOTICE NAME: PH 2025-0027
Publication Fee: $229.22

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

Anjana Bhadoriya

(Signed)_____

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 10/16/2025

_____
Notary Public
Notarized remotely online using communication technology via Proof.

Ordinance

ORDINANCE NO. O-2025-0027

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.

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **13th** day of **October** , 2025.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON MONDAY, NOVEMBER 10, 2025, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kierra Nance, City Clerk
City of La Marque

Published: October 15, 2025

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Anjana Bhadoriya, 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:
Oct. 15, 2025

NOTICE ID: XTcNt6OLz8rYjiCkjRbu
PUBLISHER ID: 1357037
NOTICE NAME: PH O-2025-0028
Publication Fee: $222.91

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

Anjana Bhadoriya

(Signed)_____

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 10/16/2025

_____
Notary Public
Notarized remotely online using communication technology via Proof.

Ordinance

ORDINANCE NO. O-2025-0028

APPROVING THE SALE OF CERTAIN REAL PROPERTY LEGALLY DESCRIBED AS ABST 208 PAGE 7 PT OF LOT 19 (19-7) WATERMAN SUB; GALVESTON COUNTY CENTRAL APPRAISAL DISTRICT ID 311687 TO THE LA MARQUE ECONOMIC DEVELOPMENT CORPORATION; MAKING VARIOUS FINDINGS; AND PROVIDING AN EFFECTIVE DATE

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **13th** day of **October** , 2025.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON MONDAY, NOVEMBER 10, 2025, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kierra Nance, City Clerk
City of La Marque

Published: October 15, 2025

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, 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:
Nov. 5, 2025

NOTICE ID: WuorqdAeQllKI37ncJLO
PUBLISHER ID: 1361784
NOTICE NAME: PH O-2025-0028 (Amended)
Publication Fee: $248.21

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

Anjana Bhadoriya

(Signed)_____

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 11/06/2025

S Smith
_____
Notary Public
Notarized remotely online using communication technology via Proof.

Ordinance

AMENDED ORDINANCE NO. O-2025-0028

APPROVING THE SALE OF CERTAIN REAL PROPERTY LEGALLY DESCRIBED AS ABST 208 PAGE 7 PT OF LOT 19 (19-7) WATERMAN SUB; GALVESTON COUNTY CENTRAL APPRAISAL DISTRICT ID 311687 TO THE LA MARQUE ECONOMIC DEVELOPMENT CORPORATION; MAKING VARIOUS FINDINGS; AND PROVIDING AN EFFECTIVE DATE

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **13th** day of **October**, 2025.

AMENDED, PASSED AND APPROVED by City Council of the City of La Marque on First reading this **27th** day of **October**, 2025.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON MONDAY, NOVEMBER 10, 2025, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kierra Nance, City Clerk
City of La Marque

Published: November 5, 2025

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025 Agenda Item: 7.III.
Prepared by: Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION:
Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas, by Amending Prescribed Water and Sewer Rates

STAFF BRIEFING:
Current funds do not bring in enough to cover costs. Adjusting rates to ensure long term viability of the enterprise fund.

HISTORY:
01/23/2023 - Ordinance No. O-2022-0018 passed to amend fees/charges to water and sewer rates.

FISCAL IMPACT:
N/A

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Yuade Moore, 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:
Oct. 29, 2025

NOTICE ID: Ef06ON1HCzobtGJHsERX
PUBLISHER ID: 1359968
NOTICE NAME: PH O-2025-0029
Publication Fee: $216.57

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

(Signed) Yuade Moore

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Subscribed in my presence and sworn to before me on this: 10/31/2025

Notary Public
Notarized remotely online using communication technology via Proof.

Ordinance

ORDINANCE NO. O-2025-0029

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

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **27th** day of **October** , 2025.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON MONDAY, NOVEMBER 10, 2025, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kierra Nance, City Clerk
City of La Marque

Published: October 29, 2025

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025 Agenda Item: 8.I.
Prepared by: Shannon Breaux Reviewed by:
Department: Public Works

AGENDA ITEM DESCRIPTION:
Amending Chapter 42 of the City of La Marque Code of Ordinances to update water and wastewater impact fees in accordance with the 2023 Impact Fee Study and staff recommendation - *Public Works*
THIS IS THE SECOND AND FINAL READING

STAFF BRIEFING:
The City of La Marque's current water and wastewater impact fee is $3,770 per equivalent service unit (ESU). The 2023 Impact Fee Study identified over $33 million in growth-related capital improvements for water and wastewater infrastructure over the next ten years.

Engineer's Recommendation (ADICO Engineering):

Water – $3,593.41 per ESU

Wastewater – $4,855.29 per ESU

Total: $8,448.70 per ES

Public Works Recommendation:
Based on the study and regional fee comparisons, staff proposed a midpoint approach to balance cost recovery with competitiveness:

Water – $2,891.33 per ESU

Wastewater – $3,906.67 per ESU

Total: $6,798 per ESU

This recommendation positioned La Marque's fees between Texas City ($6,675) and Galveston ($6,922), ensuring regional competitiveness while improving funding for growth-related projects.

HISTORY:

- **Nov 14, 2023** – Impact Fee Advisory Committee approved LUA and CIP.

- **Jan 8, 2024** – ADICO Engineering presented findings to City Council.
- **Jan 22, 2024** – Council acknowledged receipt of LUA and CIP; set Public Hearing.
- **Feb 2, 2024** – Public Hearing held; LUA and CIP approved.
- **June 24, 2024** – Council acknowledged receipt of 2023 Impact Fee Study; set for August hearing.
- **Aug 26, 2024** – Hearing postponed due to insufficient advertising.
- **Oct 14, 2024** – Public Hearing and Council approval of Impact Fee Study.
- **March 10, 2025** – No action taken.
- **April 14, 2025** – Council declined the recommended adjustment and voted to keep impact fees at $3,770.

FISCAL IMPACT:

By remaining at $3,770 per ESU, the City will not implement either the $8,448.70 (engineer's recommendation) or the $6,798 (staff recommendation). As a result, the City will forgo millions in potential revenue from new development and will need to rely more heavily on other funding sources including utility revenues, debt issuance, and grants to meet the $33 million in identified growth-related infrastructure costs.

ORDINANCE NO. O-2025-00[ ]

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 _____, 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 _____, 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 City of La Marque, Texas hereby levies an impact fee of $6,798.00 per equivalent service unit 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, upon 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 _____**, 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**.

***** 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

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 Sailler – 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	**300**	16,805	4.5%***
2019	**194**	17,271	2.8%
2020	**241**	17,849	3.3%
2021	**223**	18,384	3.0%
2022	**217**	18,905	2.8%
2023	**135**	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 (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:

a. Existing development
b. Proposed land use
c. 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
				TOTAL	4378	1,532,300

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

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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 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 sanity 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
WASTEWATER PROJECTS				
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
WASTEWATER TOTAL		**$5,374,020**		**$2,430,020**
WATER PROJECTS				
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
WATER TOTAL		**$5,483,657**		**$3,359,865**
TOTALS		**$10,857,677**		**$5,789,885**

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

WASTEWATER PROJECTS				
CAPITAL IMPROVEMENT PROJECT NO.	**PROJECT NAME**	**PROJECT COST**	**PERCENT RELATED TO GROWTH**	**PROJECT COST APPLICABLE TO IMPACT FEES**
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 *(Basis – 315 gallons per day per new connection at estimated $16.00 per gallon treatment cost)*	$15,498,000	100%	$15,498,000
5	Newman Road Sanitary Sewer Extension	$798,270	100%	$798,270
WASTEWATER TOTAL		**$20,523,120**		**$19,088,745**
WATER PROJECTS				
CAPITAL IMPROVEMENT PROJECT NO.	**PROJECT NAME**	**PROJECT COST**	**PERCENT RELATED TO GROWTH**	**PROJECT COST APPLICABLE TO IMPACT FEES**
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 *(Basis – 2015 Purchase of GCWA Mackey Plant surface water capacity)*	$2,017,811	100%	$2,017,811
WATER TOTAL		**$19,222,404**		**$14,127,623**
TOTALS		**$39,745,524**		**$33,216,368**

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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

	WATER	WASTEWATER
Project Cost (Rated for Inflation)	$14,127,622.63	$19,088,745.00
Interest Rate	2.50%	2.50%
Term (Years)	20	20
Total Interest	$3,839,420.82	$5,187,689.88
Total Eligible Cost w/ Interest	$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 (INCHES)	EQUIVALENCY 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 METERS	ESU/EQUIV.	ESU 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
		TOTAL	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

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

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

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

MAXIMUM WASTEWATER IMPACT FEE

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

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% of Water CIP Costs per Equivalent Meter = $7,186.82 x 50% = **$3,593.41**

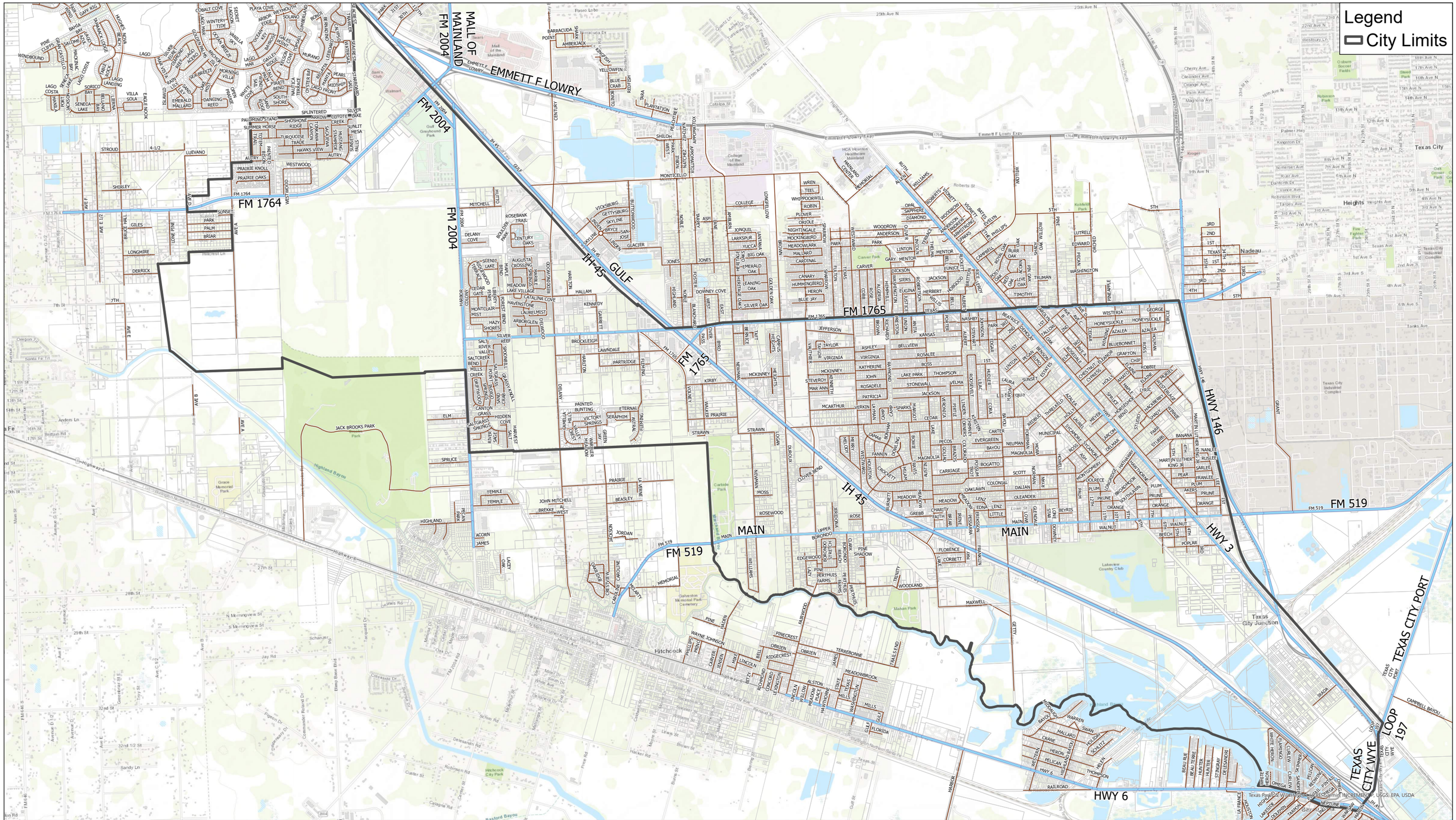
50% of Wastewater CIP Costs per Equivalent Meter = $9,710.57 x 50% = **$4,855.29**

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	
Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.			
Note 2: When building fire flow systems are combined with other building 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.			



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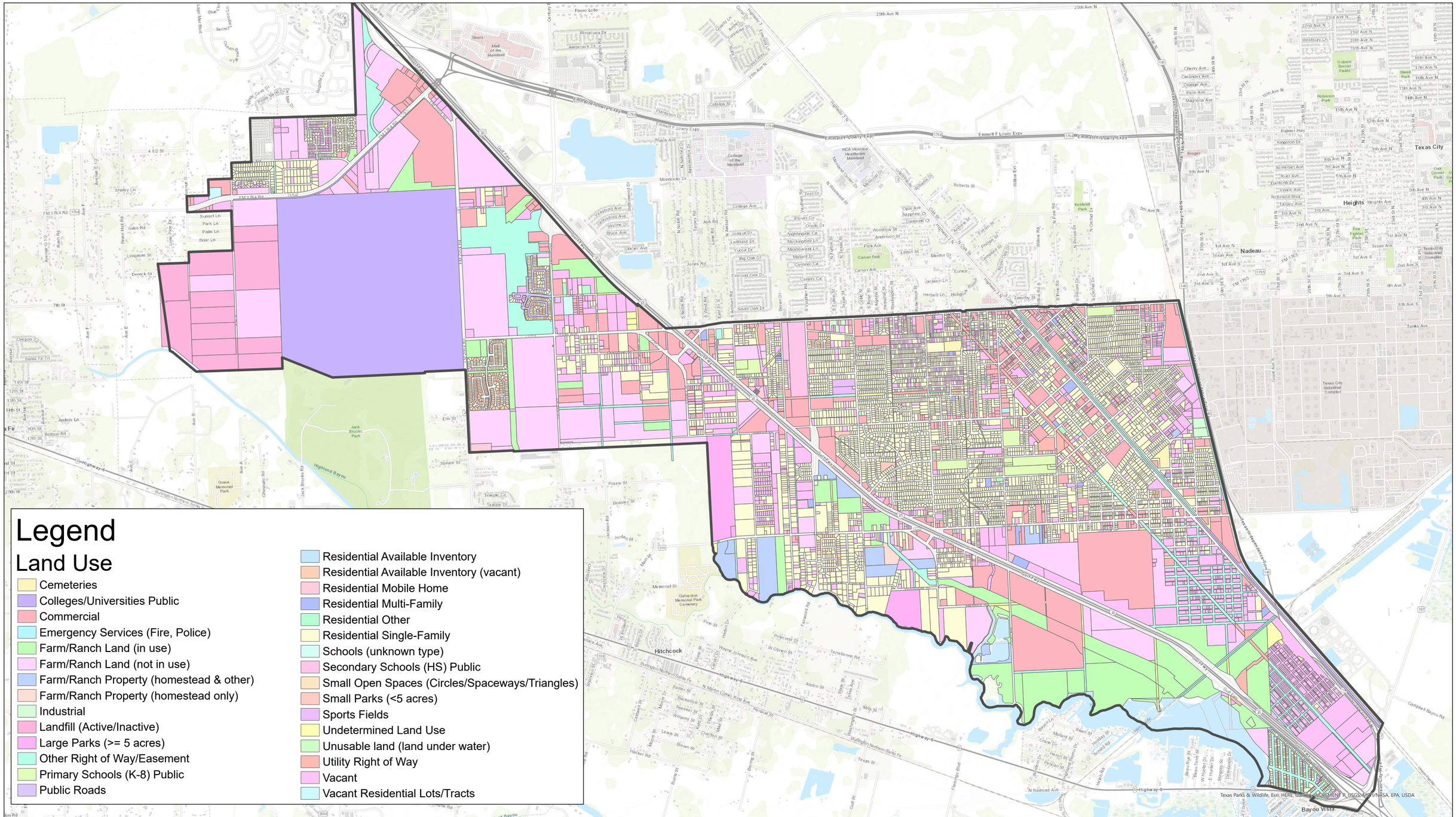
City of La Marque
Service Area Map
Exhibit A



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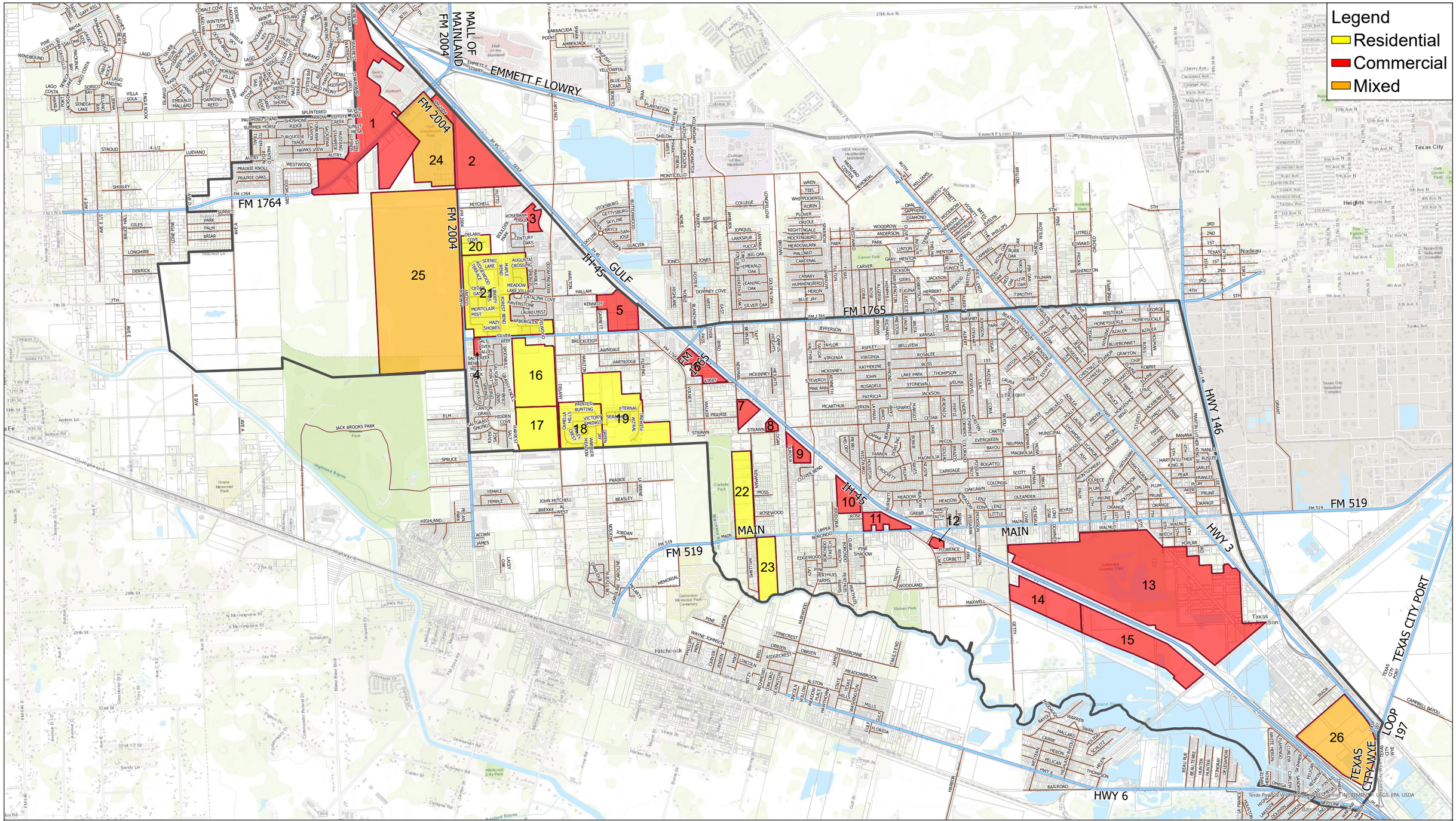
City of La Marque
Land Use Map
Exhibit B

N W E S

0 1,350 2,700
Feet

CITY OF LA MARQUE
GATEWAY TO THE GULF



ADICO
CONSULTING ENGINEERS

City of La Marque
Development Map
Exhibit C

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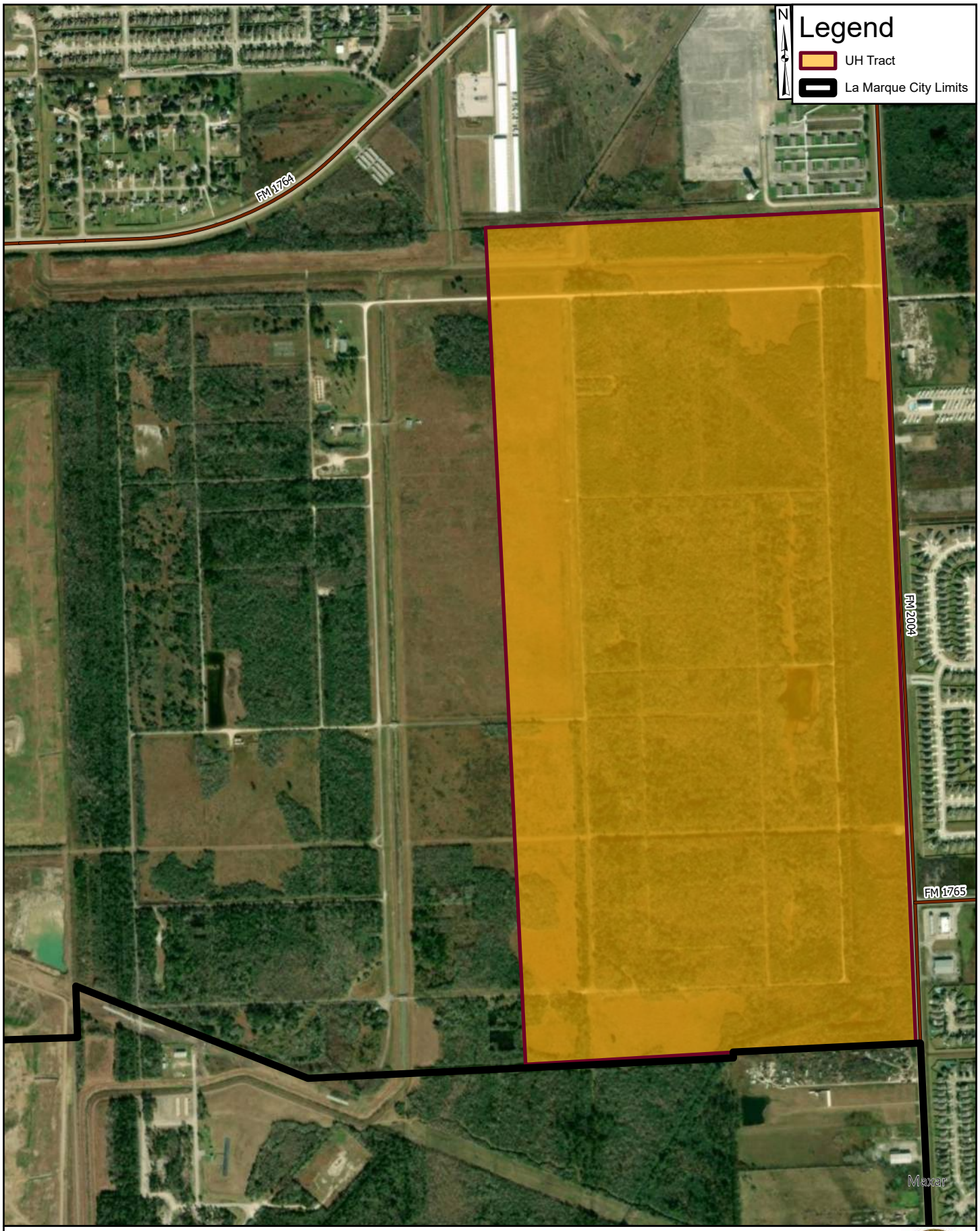
Exhibit D
Impact Fee Study
Water Capital Improvement Plan Projects

ADICO
CONSULTING ENGINEERS



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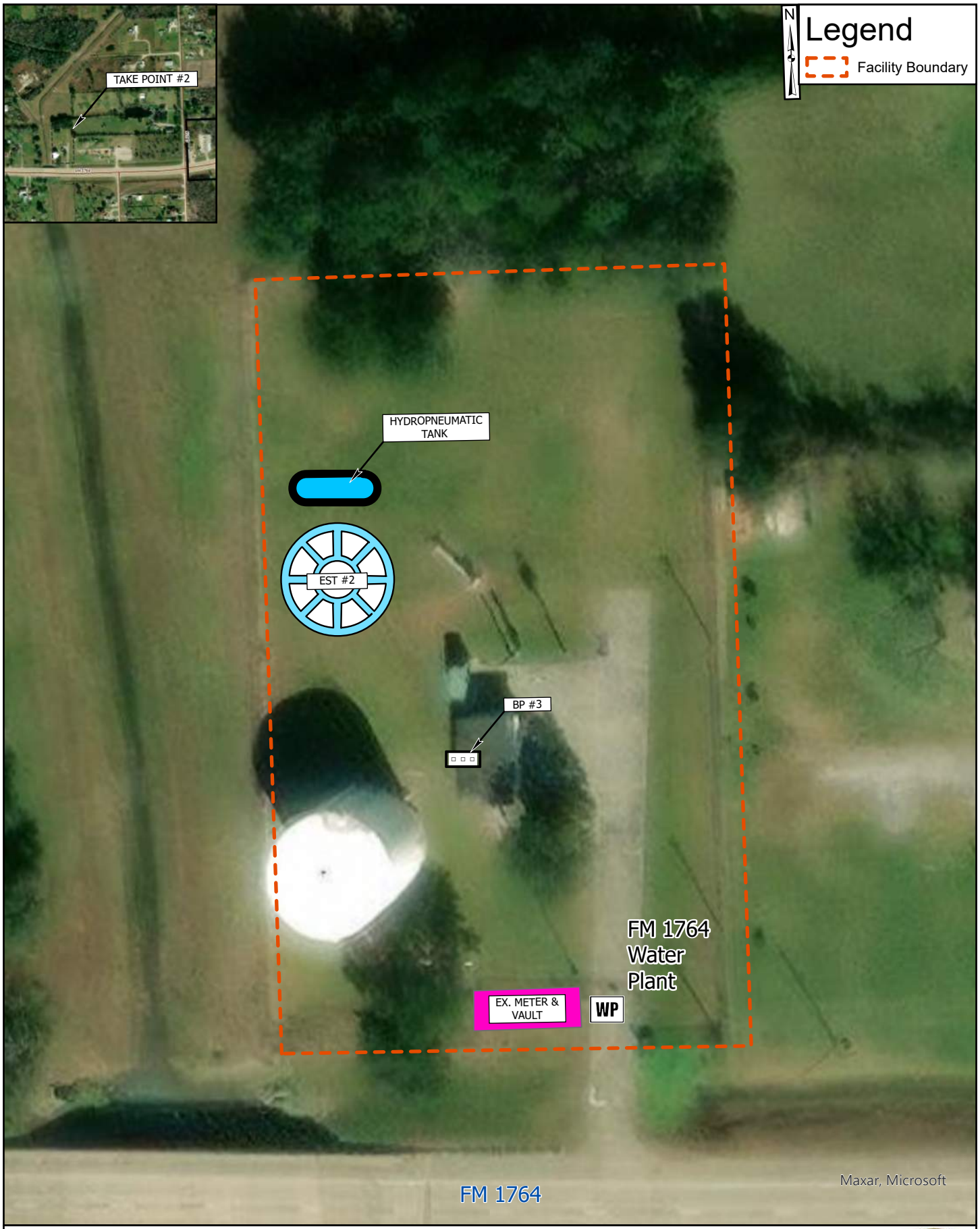
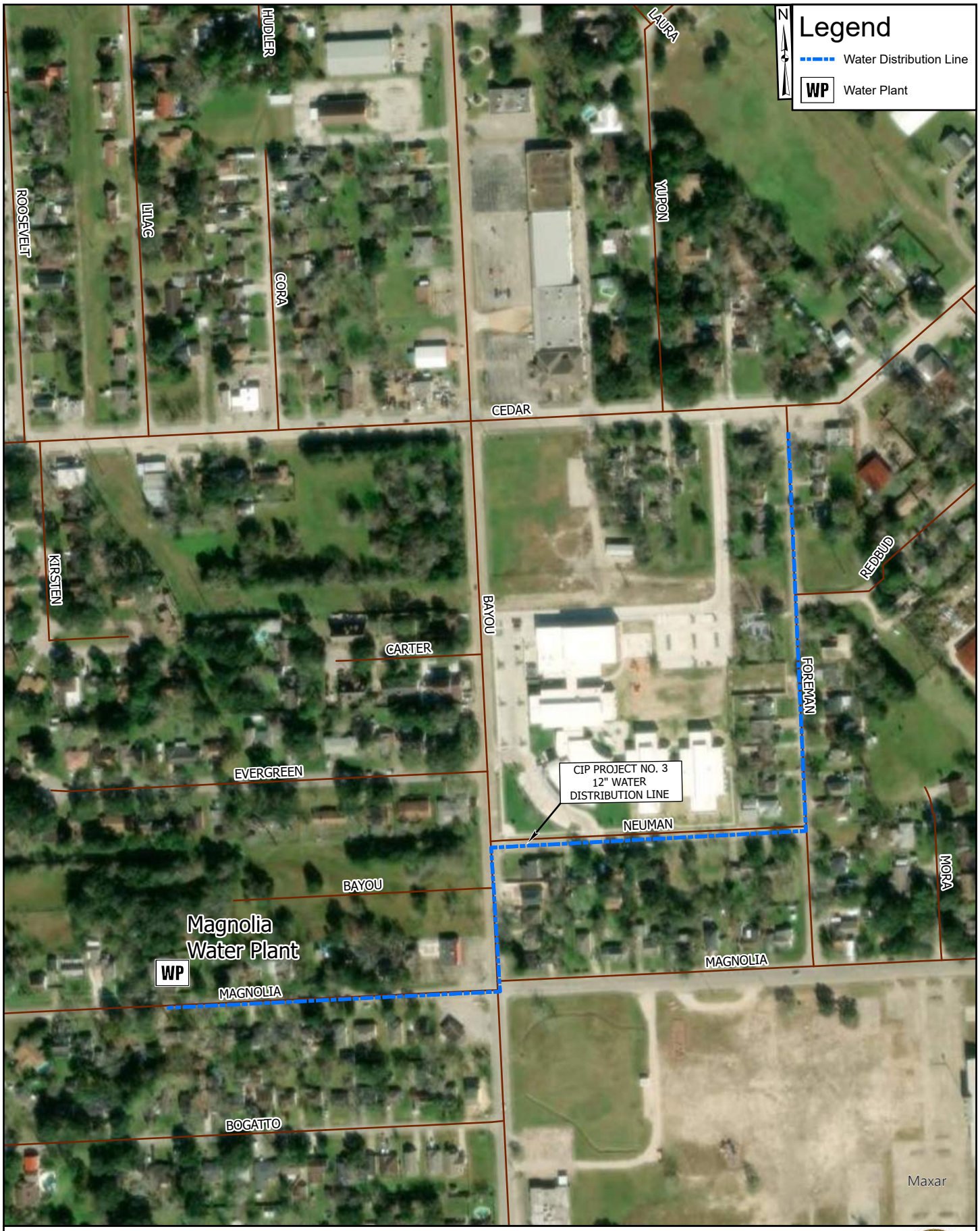
City of La Marque
Impact Fee Study 2023 Update
Water CIP Project No. 1



ADICO CONSULTING ENGINEERS

City of La Marque
Impact Fee Study 2023 Update
Water CIP Project No. 2



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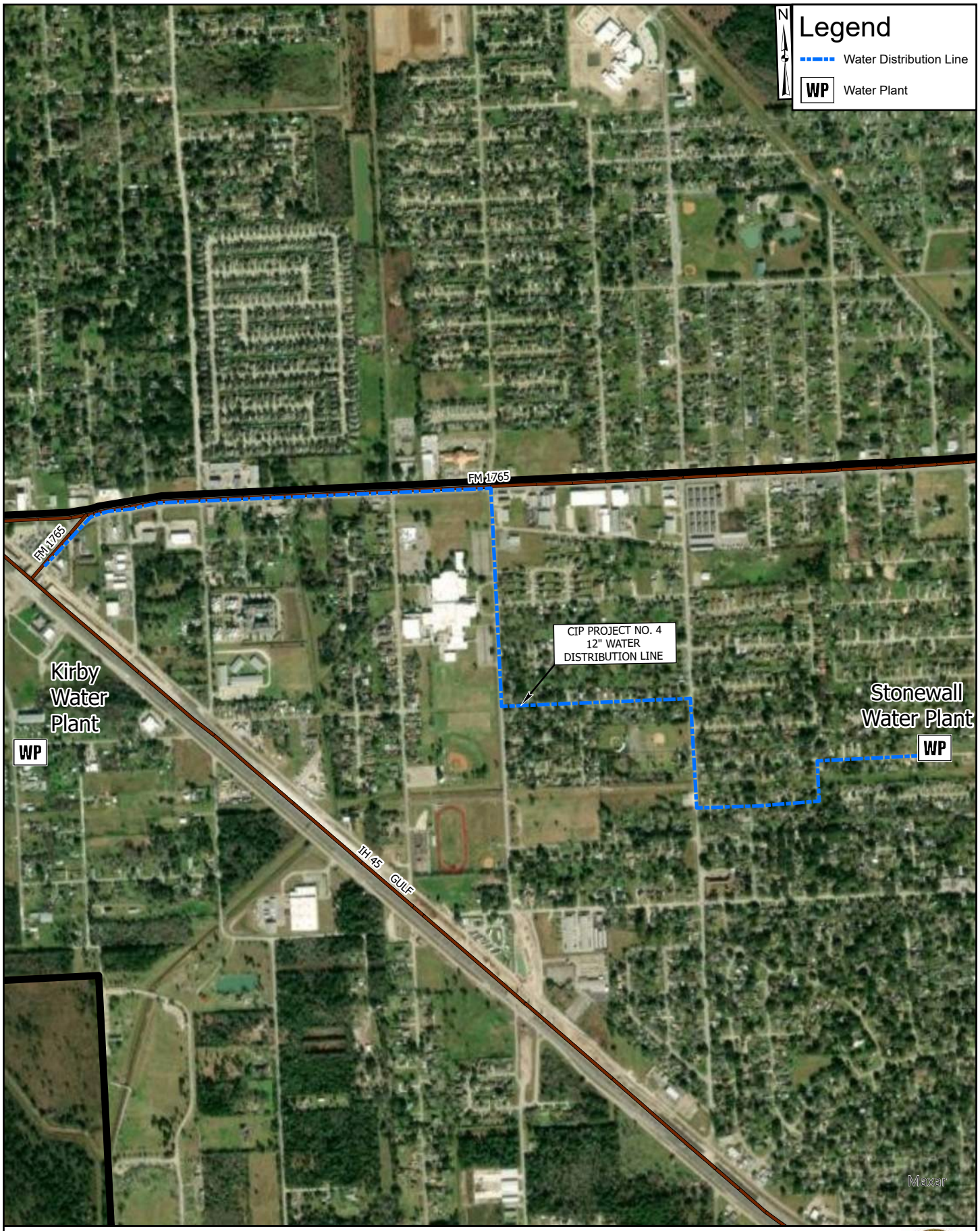
City of La Marque
Impact Fee Study 2023 Update
Water CIP Project No. 3



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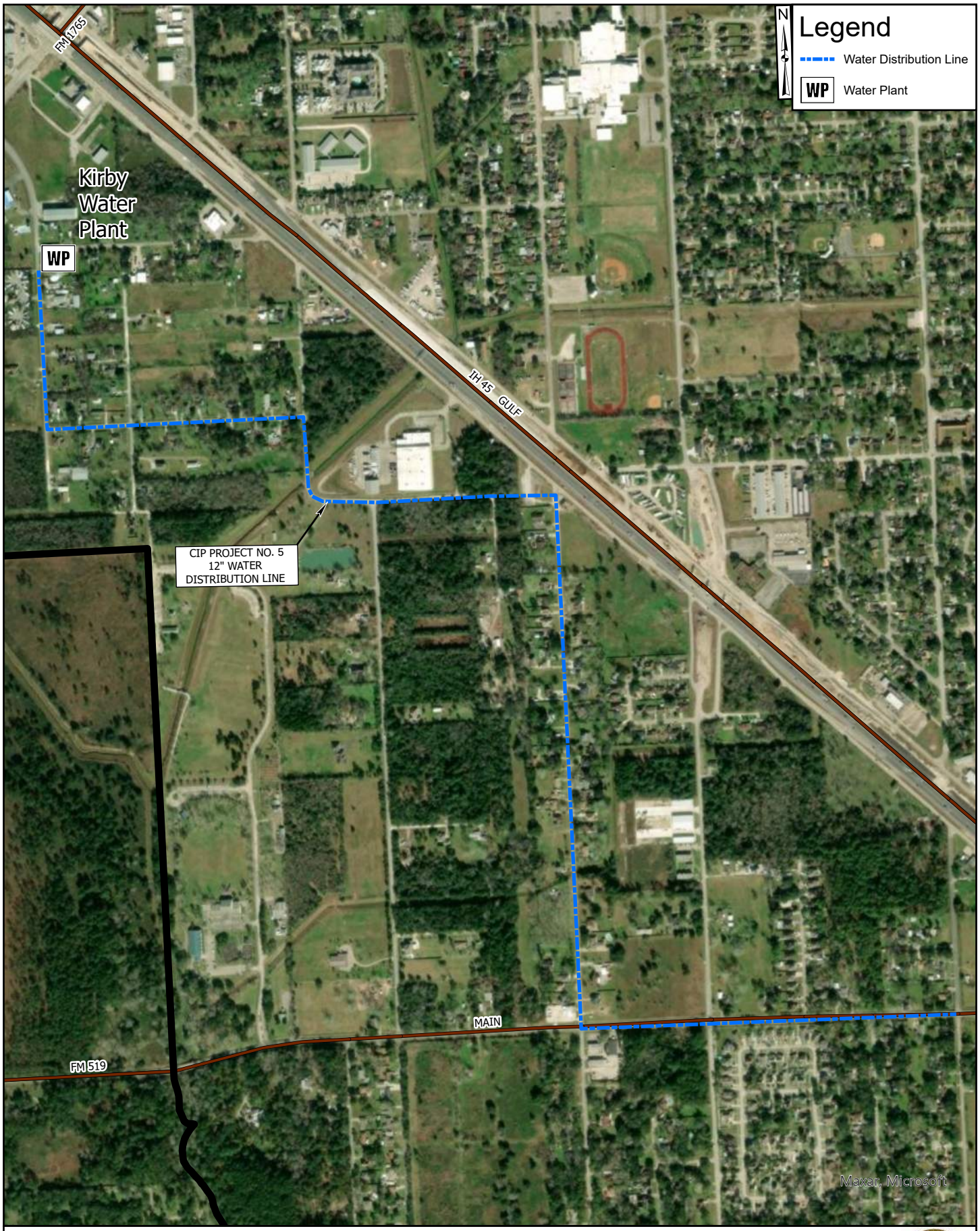
City of La Marque
Impact Fee Study 2023 Update
Water CIP Project No. 4



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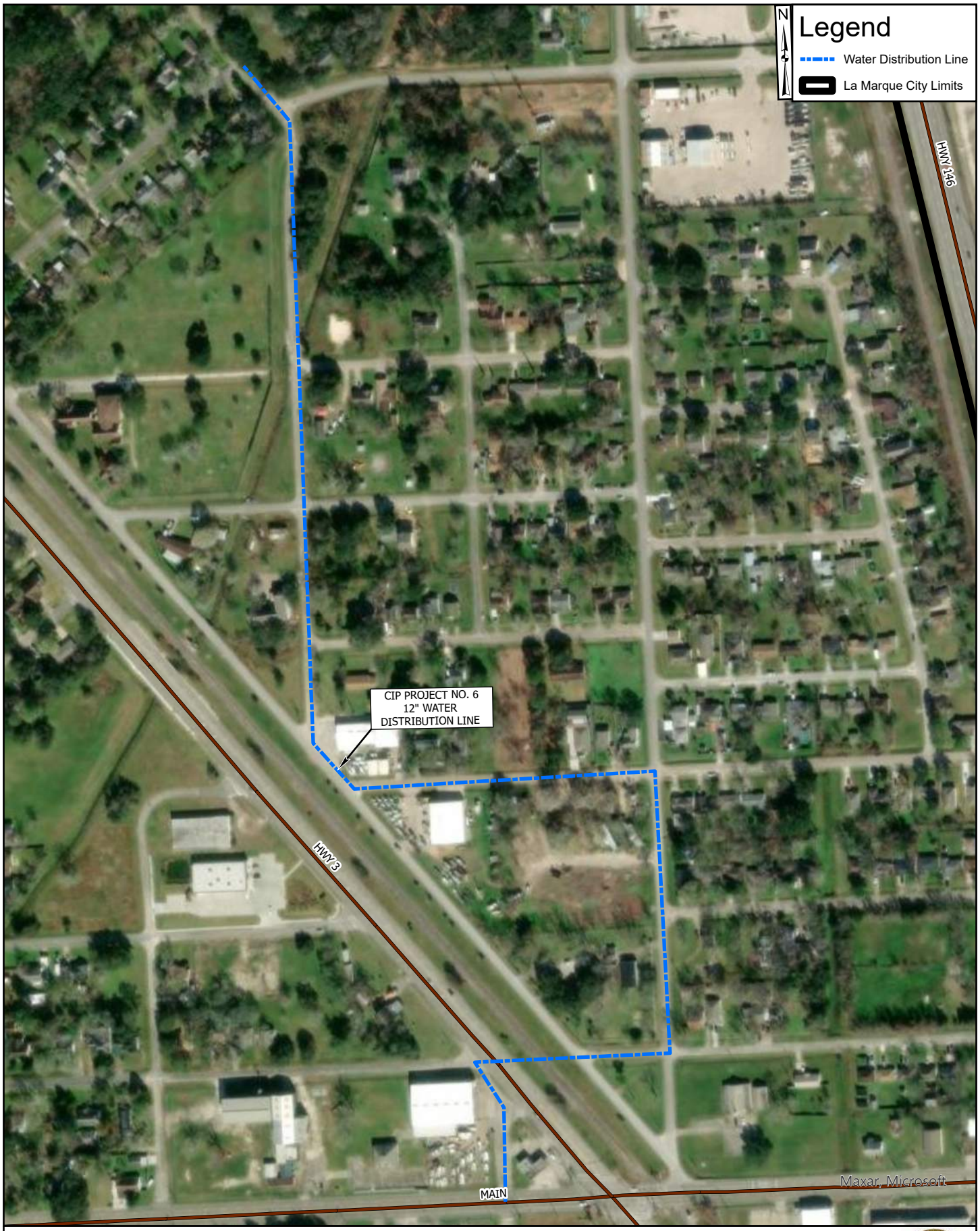
City of La Marque
Impact Fee Study 2023 Update
Water CIP Project No. 5



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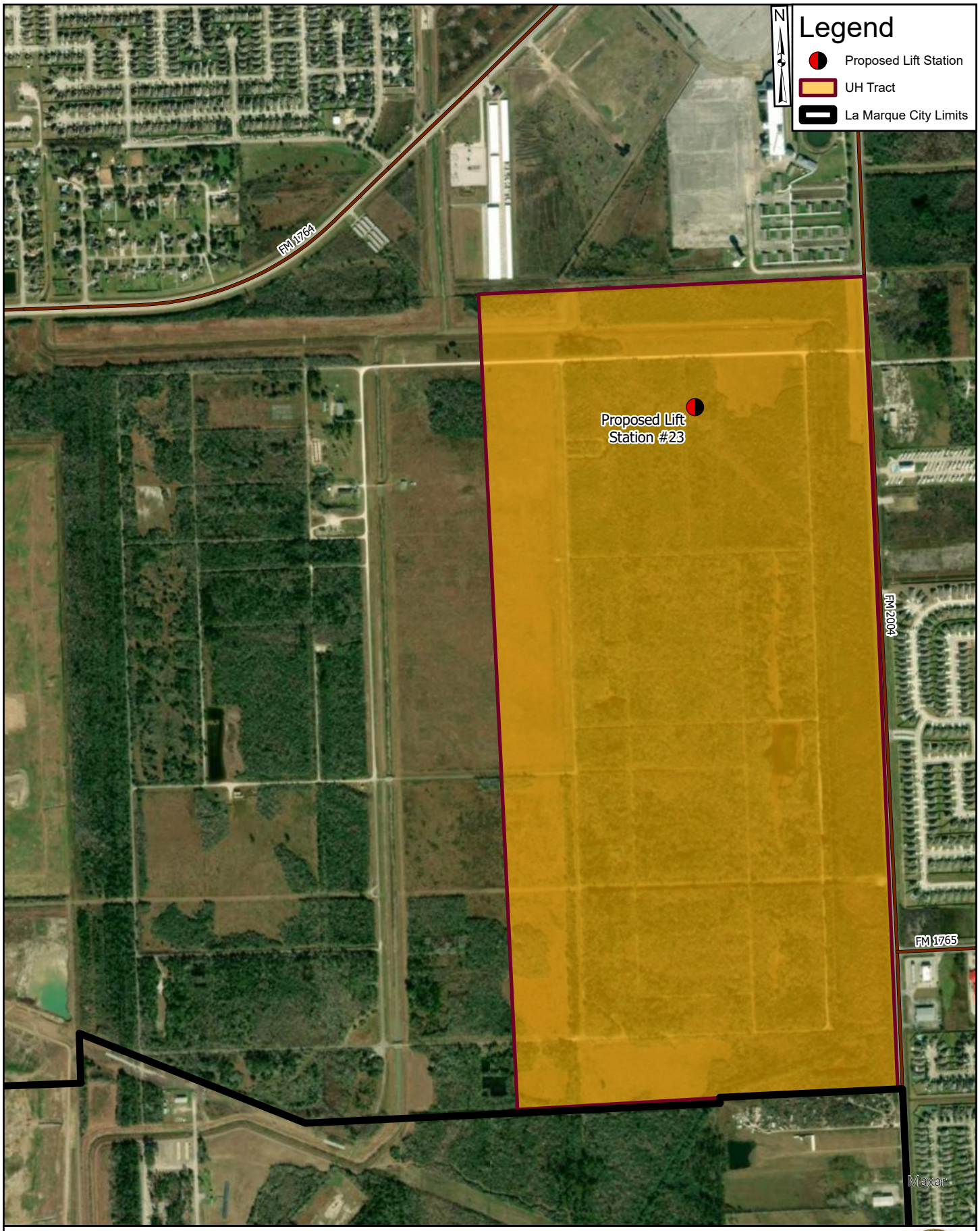
City of La Marque
Impact Fee Study 2023 Update
Water CIP Project No. 6

ADICO
CONSULTING ENGINEERS

City of La Marque
Impact Fee Study 2023 Update
Water CIP Project No. 7

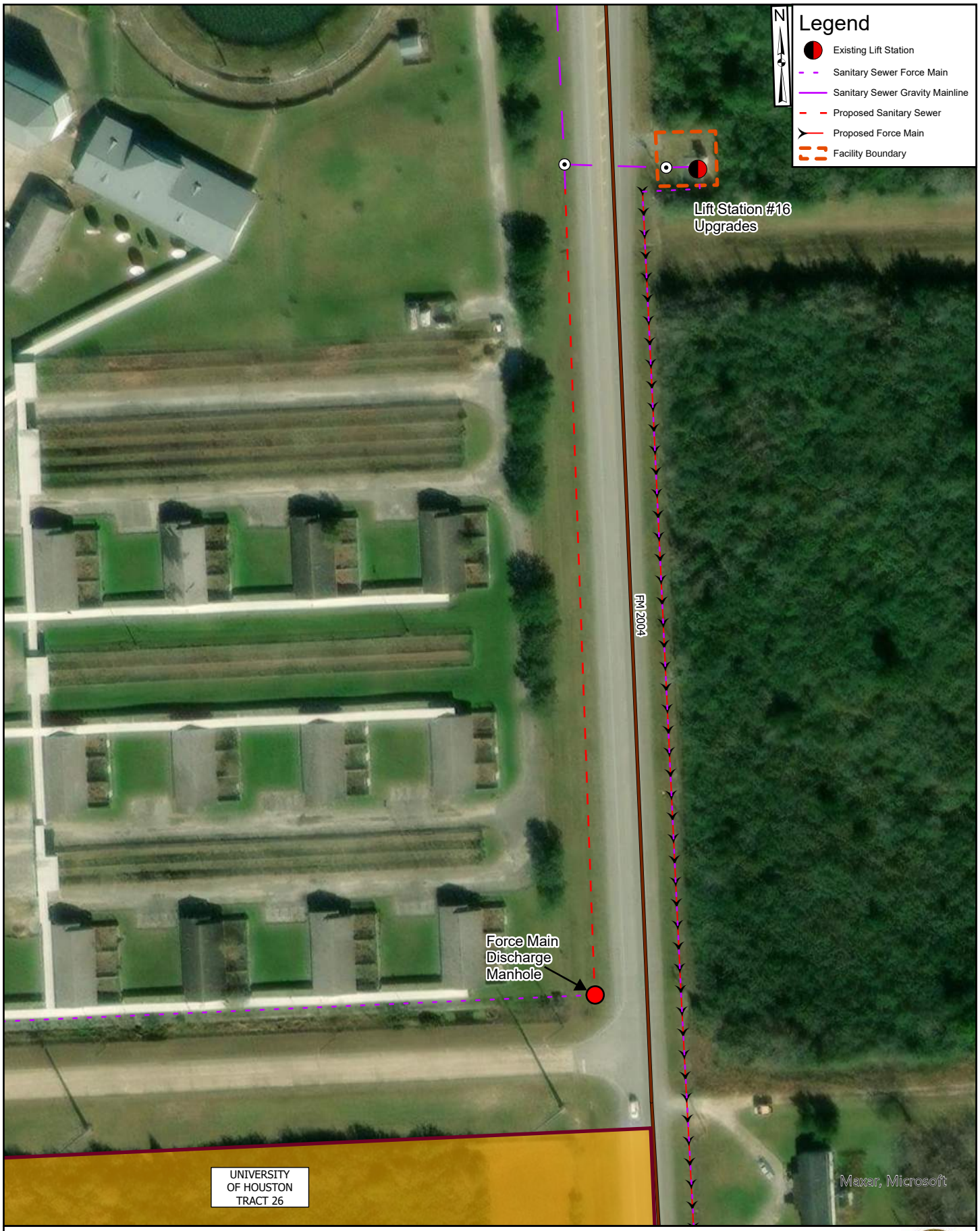
Exhibit E
Impact Fee Study
Wastewater Capital
Improvement Plan Projects

ADICO
CONSULTING ENGINEERS



ADICO CONSULTING ENGINEERS

City of La Marque
Impact Fee Study 2023 Update
Waste Water CIP Project No. 1



ADICO
CONSULTING ENGINEERS

City of La Marque
Impact Fee Study 2023 Update
Waste Water CIP Project No. 2

ADICO CONSULTING ENGINEERS

City of La Marque
Impact Fee Study 2023 Update
Waste Water CIP Project No. 3

ADICO
CONSULTING ENGINEERS

City of La Marque
Impact Fee Study 2023 Update
Wastewater CIP Project No. 5

APPENDIX A
Impact Fee Study
Water Capital Improvement Plan Projects Cost Estimates

ADICO
CONSULTING ENGINEERS

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL 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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL 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)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL 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 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 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 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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL 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

ADICO
CONSULTING ENGINEERS

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 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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Lift Station Upgrade	1	LS	$375,000	$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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Influent Lift Station Upgrades	1	LS	$1,250,000	$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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL 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 Sewer Line Improvements	Citywide Total
La Marque	***$2,190***	***$1,580***		***$3,770***
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: November 10, 2025 Agenda Item: 8.II.
Prepared by: Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Amending the amount and payment terms for the sale of certain real property legally described as ABST 208 PAGE 7 PT OF LOT 19 (19-7) WATERMAN SUB; Galveston County Central Appraisal District ID 311687 to the La Marque Economic Development Corporation; Making Various Findings; and providing an effective date- *EDC / Finance* **THIS IS THE SECOND AND FINAL READING**

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

EARNEST MONEY CONTRACT FOR SALE OF LAND BY CITY TO ECONOMIC DEVELOPMENT CORPORATION

1. PARTIES

This Earnest Money Contract (this "Contract") is made and entered into as of the Effective Date by and between:

SELLER: The City of La Marque, Texas, a Texas home-rule municipal corporation ("City" or "Seller")

BUYER: The La Marque Economic Development Corporation, a Texas non-profit corporation created pursuant to the Development Corporation Act, Chapters 501-507 of the Texas Local Government Code ("EDC" or "Buyer")

2. RECITALS

WHEREAS, Seller is the owner of certain real property located in Galveston County, Texas, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City Council of the City of La Marque, Texas has determined that the sale of the Property to Buyer will promote economic development within the City and is in the best interests of the citizens of the City; and

WHEREAS, the City Council of the City of La Marque, Texas has determined that certain land adjacent to the Property, as more particularly described in Exhibit B attached hereto (the "Adjacent Property"), has been designated for development by the EDC pursuant to Texas Local Government Code Section 253.009; and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

3. PURCHASE AND SALE

3.1 Agreement to Buy and Sell

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the Purchase Price stated below and on the terms and conditions set forth in this Contract.

3.2 Property Definition

The "Property" shall mean:

1. The land described in Exhibit A attached hereto, together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: all right, title, and interest of Seller in and to adjacent streets, alleys, easements, rights-of-way, and any adjacent strips and gores;
2. All improvements, buildings, structures, fixtures, and permanently installed items located on the land, if any;
3. All of Seller's right, title and interest in all utility capacity, utility commitments, development rights, permits, approvals, and other intangible rights associated with the land; and
4. All of Seller's interest in any mineral rights associated with the land, except as may be otherwise reserved herein.

3.3 Reservations and Exceptions

Seller reserves the following from the conveyance of the Property:

1. None, unless otherwise specified in Exhibit C attached hereto.

4. PURCHASE PRICE AND EARNEST MONEY

4.1 Purchase Price

The purchase price for the Property is $2,000,000.00 (the "Purchase Price").

4.2 Payment of Purchase Price

The Purchase Price shall be payable by Buyer to Seller as follows:

1. The Earnest Money shall be applied toward the Purchase Price;

2. A $1,000,000.00 grant shall be paid directly to the City by Buyer City within three days after the Effective Date; and
3. The balance of the Purchase Price shall be paid in cash or by wire transfer of immediately available funds at Closing.

4.3 Earnest Money

Within three (3) business days after the Effective Date, Buyer shall deposit $10,000.00 as earnest money (the "Earnest Money") with Stewart Title (the "Title Company"), located at 905 N. Logan St. Texas City TX 77590. The Earnest Money shall be held in an interest-bearing account, with all interest accruing to the benefit of Buyer.

5. TITLE AND SURVEY

5.1 Title Commitment

Within fifteen (15) days after the Effective Date, Seller shall cause the Title Company to deliver to Buyer a current commitment for an Owner's Policy of Title Insurance (the "Title Commitment") issued by the Title Company, setting forth the status of title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and all other matters of record affecting the Property, together with legible copies of all documents referenced in the Title Commitment.

5.2 Survey

Within twenty (20) days after the Effective Date, Seller shall provide to Buyer any existing survey of the Property in Seller's possession. Buyer, at Buyer's expense, may obtain a new or updated survey of the Property (the "Survey"). The Survey shall be prepared by a registered professional land surveyor acceptable to Buyer and the Title Company, and shall be prepared according to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

5.3 Title Review and Objections

1. Buyer shall have twenty (20) days after receipt of both the Title Commitment and Survey (the "Title Review Period") to review the Title Commitment and Survey and to deliver in writing to Seller such objections as Buyer may have to anything contained or shown in the Title Commitment or the Survey ("Title Objections"). Any item to which Buyer does not object within the Title Review Period shall be deemed a "Permitted Exception."
2. Seller shall have ten (10) days after receipt of Buyer's Title Objections (the "Cure Period") to cure or resolve the Title Objections. Seller shall use reasonable diligence to cure the Title Objections within the Cure Period, but shall not be obligated to incur any expense to do so, except that Seller shall be obligated to remove any liens for delinquent taxes and any monetary liens created by Seller.
3. If Seller fails or is unwilling to cure any Title Objection within the Cure Period, then Buyer may, as its sole and exclusive remedy, either: (i) terminate this Contract by written notice to Seller, in which case the Earnest Money shall be promptly returned to Buyer, and neither party shall have any further rights or obligations hereunder except for those that expressly survive termination; or (ii)

waive such Title Objection and proceed to Closing, in which case such Title Objection shall become a Permitted Exception.

5.4 Owner's Title Policy

At Closing, Seller shall furnish to Buyer, at Buyer's expense, an Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company in the amount of the Purchase Price, dated as of the date of Closing, insuring Buyer's fee simple title to the Property, subject only to the Permitted Exceptions.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties

Seller represents and warrants to Buyer as follows:

1. **Authority**: Seller is a Texas home-rule municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Seller has full power and authority to enter into and perform this Contract in accordance with its terms. This Contract has been duly authorized by all necessary action on the part of Seller and has been duly executed and delivered by Seller.
2. **No Conflicts**: The execution, delivery, and performance of this Contract by Seller does not and will not conflict with or result in a violation of any law, ordinance, regulation, judgment, order, or decree applicable to Seller.
3. **No Litigation**: There is no pending or, to Seller's knowledge, threatened litigation, condemnation, or other proceeding affecting the Property or Seller's ability to perform its obligations under this Contract.
4. **No Leases**: There are no leases, licenses, or other agreements granting any person or entity the right to use or occupy the Property or any portion thereof that will survive Closing.
5. **No Contracts**: There are no service contracts, maintenance agreements, or other contracts affecting the Property that will survive Closing, except as disclosed to Buyer in writing during the Inspection Period.
6. **No Violations**: Seller has not received any written notice from any governmental authority of any violation of any law, ordinance, regulation, or order affecting the Property that remains uncured.
7. **Environmental Matters**: To Seller's knowledge, (i) the Property does not contain any Hazardous Materials in violation of applicable Environmental Laws, (ii) the Property is not in violation of any Environmental Laws, and (iii) Seller has not received any written notice from any governmental authority alleging that the Property is in violation of any Environmental Laws.
8. **Foreign Person**: Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.
9. **Compliance with Section 253.009**: The City Council of the City of La Marque, Texas has designated the Adjacent Property for development by the EDC in accordance with

Texas Local Government Code Section 253.009, and all procedural requirements of Section 253.009 have been or will be satisfied prior to Closing.

6.2 Buyer's Representations and Warranties

Buyer represents and warrants to Seller as follows:

1. **Authority**: Buyer is a Texas non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Buyer has full power and authority to enter into and perform this Contract in accordance with its terms. This Contract has been duly authorized by all necessary action on the part of Buyer and has been duly executed and delivered by Buyer.
2. **No Conflicts**: The execution, delivery, and performance of this Contract by Buyer does not and will not conflict with or result in a violation of any law, ordinance, regulation, judgment, order, or decree applicable to Buyer.
3. **No Litigation**: There is no pending or, to Buyer's knowledge, threatened litigation or other proceeding affecting Buyer's ability to perform its obligations under this Contract.
4. **Economic Development Purpose**: Buyer is acquiring the Property for economic development purposes in accordance with its statutory authority under the Development Corporation Act, Chapters 501-507 of the Texas Local Government Code.

6.3 Survival

The representations and warranties set forth in this Section 6 shall survive Closing for a period of one (1) year.

7. COVENANTS

7.1 Seller's Covenants

Seller covenants and agrees with Buyer as follows:

1. **Operation of Property**: From the Effective Date until Closing, Seller shall (i) maintain the Property in its present condition, ordinary wear and tear excepted, (ii) not make any material alterations to the Property without Buyer's prior written consent, and (iii) not enter into any new lease, contract, or agreement affecting the Property that would survive Closing without Buyer's prior written consent.
2. **Insurance**: From the Effective Date until Closing, Seller shall maintain its existing insurance coverage on the Property, if any.
3. **Notices**: Seller shall promptly notify Buyer of any notice Seller receives from any governmental authority concerning the Property.
4. **No Marketing**: From the Effective Date until Closing or earlier termination of this Contract, Seller shall not market the Property for sale or entertain any offers to purchase the Property from any party other than Buyer.

7.2 Buyer's Covenants

Buyer covenants and agrees with Seller as follows:

1. **Development of Property**: Buyer shall use the Property for economic development purposes in accordance with its statutory authority under the Development Corporation Act.
2. **Cooperation with Adjacent Property Development**: Buyer shall cooperate with the development of the Adjacent Property in accordance with the designation made by the City Council pursuant to Texas Local Government Code Section 253.009.

8. CLOSING

8.1 Closing Date

The closing of the purchase and sale contemplated by this Contract (the "Closing") shall take place at the offices of the Title Company on the date that is thirty (30) days after the expiration of the Inspection Period, or such earlier date as may be mutually agreed upon by Seller and Buyer (the "Closing Date").

8.2 Seller's Closing Deliveries

At Closing, Seller shall deliver to Buyer the following:

1. A duly executed and acknowledged Special Warranty Deed conveying fee simple title to the Property to Buyer, subject only to the Permitted Exceptions, in the form attached hereto as Exhibit D;
2. A duly executed Bill of Sale conveying any personal property included in the sale, if any, in the form attached hereto as Exhibit E;
3. Such other documents as may be reasonably necessary to consummate the transaction contemplated by this Contract in accordance with its terms.

8.3 Buyer's Closing Deliveries

At Closing, Buyer shall deliver to Seller the following:

1. The Purchase Price, adjusted for prorations and credits as provided in this Contract, by wire transfer of immediately available funds;
2. A duly executed closing statement;
3. A certified copy of the resolution of the Board of Directors of the EDC authorizing the purchase of the Property from Seller;
4. Evidence of Buyer's authority to consummate the transaction contemplated by this Contract, in form and substance reasonably satisfactory to Seller and the Title Company; and

5. Such other documents as may be reasonably necessary to consummate the transaction contemplated by this Contract in accordance with its terms.

8.4 Closing Costs

Closing costs shall be allocated as follows:

1. **Seller's Costs**: Seller shall pay (i) the cost of releasing any existing liens, (ii) one-half of the Title Company's escrow fee, (iii) Seller's attorneys' fees, and (iv) other expenses stipulated to be paid by Seller under this Contract.
2. **Buyer's Costs**: Buyer shall pay (i) the cost of recording the deed, (ii) the cost of any endorsements to the Title Policy requested by Buyer, (iii) the cost of the Survey, (iv) one-half of the Title Company's escrow fee, (v) Buyer's attorneys' fees, (vi) the cost of the Title Policy, and (vii) other expenses stipulated to be paid by Buyer under this Contract.

8.5 Prorations

The following items shall be prorated between Seller and Buyer as of the Closing Date:

1. **Property Taxes**: Ad valorem taxes for the Property for the current calendar year, based on the most recent available tax bill (if the actual taxes for the current year are not available). If the Closing occurs before the tax rate is fixed for the current year, the proration of taxes shall be based on the tax rate for the previous year applied to the latest assessed valuation. Any required subsequent adjustment of such proration shall be made by the parties when actual tax figures are available.
2. **Utilities**: Utility charges for the Property, if any.
3. **Other Items**: Any other items customarily prorated in connection with similar transactions in the county where the Property is located.

8.6 Possession

Seller shall deliver possession of the Property to Buyer at Closing, subject only to the Permitted Exceptions.

9. DEFAULT AND REMEDIES

9.1 Seller's Default

If Seller fails to perform any of its obligations under this Contract (a "Seller Default"), and such failure continues for ten (10) days after written notice from Buyer, then Buyer may, as its sole and exclusive remedy, either:

1. Terminate this Contract by written notice to Seller, in which case the Earnest Money shall be promptly returned to Buyer, and neither party shall have any further rights or obligations hereunder except for those that expressly survive termination.

9.2 Buyer's Default

If Buyer fails to perform any of its obligations under this Contract (a "Buyer Default"), and such failure continues for ten (10) days after written notice from Seller, then Seller may, as its sole and exclusive remedy, terminate this Contract by written notice to Buyer, in which case the Earnest Money shall be paid to Seller as liquidated damages (and not as a penalty), and neither party shall have any further rights or obligations hereunder except for those that expressly survive termination. Seller and Buyer agree that the actual damages that Seller would sustain as a result of a Buyer Default would be difficult if not impossible to determine and that the Earnest Money is a reasonable estimate of such damages.

10. SPECIAL PROVISIONS

10.1 Economic Development Purpose

Buyer represents and warrants that it is acquiring the Property for economic development purposes in accordance with its statutory authority under the Development Corporation Act, Chapters 501-507 of the Texas Local Government Code, and that the acquisition of the Property will promote economic development within the City of City of La Marque, Texas.

10.2 Governmental Immunity

Nothing in this Contract shall be construed as a waiver of governmental immunity by the Seller, except to the extent required by law for the enforcement of this Contract.

10.3 Appropriation of Funds

Buyer's obligations under this Contract are contingent upon the appropriation of sufficient funds by the EDC Board of Directors to fulfill such obligations. If sufficient funds are not appropriated, Buyer may terminate this Contract without penalty by providing written notice to Seller.

11.MISCELLANEOUS

11.1 Notices

All notices, demands, and requests required or permitted to be given under this Contract shall be in writing and shall be deemed to have been properly given if (a) hand delivered, (b) sent by United States certified mail, return receipt requested, postage prepaid, or (c) sent by nationally recognized overnight courier service, addressed to the parties at their respective addresses set forth below:

If to Seller:
City of La Marque, Texas

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

If to Buyer:
City of La Marque, Texas Economic Development Corporation
1130 1st Street
La Marque, TX 77568
Attention: Executive Director

Notices shall be deemed received (i) on the date of delivery if hand delivered, (ii) on the date of receipt as indicated on the return receipt if sent by certified mail, or (iii) on the date of receipt if sent by overnight courier. Either party may change its address for notice by giving written notice to the other party in accordance with this Section.

11.2 Entire Agreement

This Contract contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and no prior oral or written agreement or representation shall be effective for any purpose.

11.3 Amendment

This Contract may be amended only by a written instrument executed by both Seller and Buyer.

11.4 Assignment

Buyer may not assign this Contract without Seller's prior written consent, which may be withheld in Seller's sole discretion.

11.5 Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action arising out of this Contract shall be in the state or federal courts located in Galveston County, Texas.

11.6 Counterparts

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.7 Severability

If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Contract shall be construed and

enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect.

11.8 Time of Essence

Time is of the essence in the performance of this Contract.

11.9 Business Days

If any date for performance under this Contract falls on a Saturday, Sunday, or federal holiday, then the date for performance shall be extended to the next day that is not a Saturday, Sunday, or federal holiday.

11.10 Effective Date

The "Effective Date" of this Contract shall be the date on which this Contract is fully executed by both Seller and Buyer, as indicated by the later of the dates set forth below their respective signatures.

11.11 Survival

Any provision of this Contract that expressly or by its nature is intended to survive the Closing or termination of this Contract shall survive the Closing or termination of this Contract.

11.12 No Third-Party Beneficiaries

This Contract is for the sole benefit of Seller and Buyer and their respective successors and permitted assigns, and no other person or entity shall have any right, benefit, or interest under or because of this Contract.

11.13 Further Assurances

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Contract.

11.14 Exhibits

All exhibits attached to this Contract are incorporated herein by reference and made a part hereof for all purposes.

12. EXHIBITS

Exhibit A - Legal Description of the Property
Exhibit B - Legal Description of the Adjacent Property
Exhibit C - Reservations and Exceptions (if any)
Exhibit D - Form of Special Warranty Deed

13.EXECUTION

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

SELLER:

CITY OF LA MARQUE, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

CITY OF LA MARQUE TEXAS ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____
Date: _____

RECEIPT OF EARNEST MONEY

The undersigned Title Company hereby acknowledges receipt of the Earnest Money and agrees to hold and disburse the same in accordance with the terms of this Contract.

[TITLE COMPANY NAME]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

[INSERT LEGAL DESCRIPTION]

EXHIBIT C

RESERVATIONS AND EXCEPTIONS

[INSERT RESERVATIONS AND EXCEPTIONS, IF ANY, OR STATE "NONE"]

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU

MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF [COUNTY] §

That the CITY OF LA MARQUE TEXAS, TEXAS, a Texas home-rule municipal corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the City of La Marque, ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation ("Grantee"), whose address is [ADDRESS], all of that certain real property situated in Galveston County, Texas, described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements thereon and all rights, privileges and appurtenances pertaining thereto (collectively, the "Property").

This conveyance is made and accepted subject to all matters set forth on Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of the ***day of*** _____, 20___.

GRANTOR:

CITY OF LA MARQUE, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF [COUNTY] §

This instrument was acknowledged before me on the ***day of*** _____, 20___, by _____, _____ of the CITY OF [CITY NAME], TEXAS, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
[GRANTEE'S ADDRESS]

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025 Agenda Item: 8.III.
Prepared by: Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION:
Amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas, by Amending Prescribed Water and Sewer Rates - *Utility Billing / Finance*
THIS IS THE SECOND AND FINAL READING

STAFF BRIEFING:
Current funds do not bring in enough to cover costs. Adjusting rates to ensure long term viability of the enterprise fund.

HISTORY:
01/23/2023 - Ordinance No. O-2022-0018 passed to amend fees/charges to water and sewer rates.

FISCAL IMPACT:
N/A

ORDINANCE NO. 2025-00[ ]

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

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

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

APPENDIX A: SCHEDULE OF FEES AND CHARGES
Water and Sewer Rates

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

(a) Water Rates:

Single-Family Residential - Any single-family structure designed for occupancy as a residence whether by owner or by a renter or lessee, including any single-family residence, mobile home, townhouse, or other structure generally considered to be used solely for residential purposes by not more than one family and which is separately metered.

Commercial and Industrial - Any structure designed or utilized for business purposes including office buildings, hotels, shops, retail stores, warehouses, service stations, churches, schools, recreational centers and all other premises, locations, or entities, public or private, not generally considered as Single-Family Residential or Multi-Family Residential.

Multi-Family Residential - Apartments, manufactured home rental communities, and multiple residences on one meter shall pay a minimum water and sanitary sewer charge per Unit. These minimum bill charges shall be applied at the 1" monthly minimum bill charge rates per Unit. The commodity charge for water and wastewater shall be in addition to the monthly minimum bill charge per Unit. As the existing water rate structure is tiered, water commodity charges shall be calculated by dividing the number of Units into the total water usage for the facility and then applying the water commodity rates on a per Unit basis.

Base Water Rates (Excludes Charges for Consumption)			
Meter Size	Residential	Commercial/Industrial	Multi-Family
3/4" or 1"	$ 15.00	$ 25.00	$ 20.00
1 1/2"	$ 25.00	$ 40.00	$ 25.00
2"	$ 40.00	$ 60.00	$ 40.00
3"		$ 80.00	$ 75.00
4"		$ 100.00	$ 90.00
6"		$ 150.00	$ 125.00

8"		$ 200.00	$ 150.00

Water Commodity (Consumption) Tier Rates Per Thousand Gallon			
Tier	Residential	Commercial/Industrial	Multi-Family
< 1,000 gallons	$ 2.00	$ 5.00	$ 3.00
1,001 - 2,000 gallons	$ 5.00	$ 10.00	$ 6.00
2,001 - 5,000 gallons	$ 10.00	$ 15.00	$ 12.00
5,001 - 10,000 gallons	$ 20.00	$ 25.00	$ 22.00
>10,000 gallons	$ 50.00	$ 50.00	$ 50.00

Senior Rates for Consumption are discounted by $1.50

(b) Sewer Rates:

Base Sewer Rates (Excludes Charges for Consumption)			
Meter Size	Residential	Commercial/Industrial	Multi-Family
3/4" or 1"	$ 20.00	$ 30.00	$ 25.00
1 1/2"	$ 30.00	$ 50.00	$ 35.00
2"	$ 50.00	$ 70.00	$ 45.00
3"		$ 100.00	$ 80.00
4"		$ 125.00	$ 100.00
6"		$ 175.00	$ 135.00
8"		$ 250.00	$ 175.00

Sewer Commodity (Consumption) Tier Rates Per Thousand Gallon			
Tier	Residential	Commercial/Industrial	Multi-Family
< 1,000 gallons	$ 5.00	$ 10.00	$ 7.00
1,001 - 2,000 gallons	$ 7.50	$ 15.00	$ 10.00
>2,000 gallons	$ 10.00	$ 25.00	$ 15.00

Senior Rates for Consumption are discounted by $1.50

(c) OUTSIDE CITY LIMITS: One and one-half times the charge applied inside the city limits for the same water usage.

Section 2. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 3. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this

Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Publication and Effective Date. This Ordinance shall be effective on the first day of the utility billing period after final passage by city council, (cycle 1 billing date of November 26th) 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 _____**, 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**.

***** 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

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025 Agenda Item: 8.IV.
Prepared by: Kasey Lott Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Appointing, reappointing, and/or removing members of boards, commissions, and committees - *City Clerk*

STAFF BRIEFING:
Several Boards/Commissions/Committees are having problems meeting quorum. In the month of October, we had 5 meetings canceled due to member absences.

Additionally, several members are also coming up at the end of their terms and either need to be reappointed or replaced — please review the list provided with current vacancies and reappointment needed.

HISTORY:
12/9/2024 - Council Agenda - several appointments / reappointment made
01/13/2025 - Council Agenda; appointments made by Mayor & District D
03/10/2025 - Council Agenda, appointment made by District B (Parks)
03/24/2025 - Council Agenda, appointments made by District A (BOA, BSC, Ordinance Review Board, District B (EDC & BSC), and District D
06/09/2025 - Special Events Committee ordinance (O-2025-0012) passed and adopted by council.
07/2025 - Youth Advisory Board Filled
08/2025 - District C made appointment to Ordinance Review Committee, Mayor made 1 appointment to Special Events Committee
October - several boards unable to meet due to lack of quorum.

FISCAL IMPACT:
N/A

DISTRICT A

Board / Commission / Committee:	Appointee:	Term End:	Attendance 2025	Notes:
Board of Adjustments	Alexa Cross	2025	3 / 3	BOA meets quarterly, only met 2xs this year due to cancellation from City in July; in good standing
Building Standards Commission	Melanie Stowe	2027	3 / 3	Appointed end of June 2025, in good standing
Building Standards Commission (Alter	Christine Linscomb	2027	2 / 6	**ALTERNATE - appointed end of March 2025
Cemetery Board	Brigette Johnson	2026	1 / 4	No Quorum at first 2 Cemetery Board Meetings, all absences were unexcused
EDC	Cleveland Lane	2028	7 / 8	In good standing, absence was excused
KLMBC	Re'Chard Loftis	2024	9 / 10	In good standing, absence was excused
Ordinance Review Committee	Shawntale Woodland	2025	3 / 3	Appointed in 2025, in good standing
Parks	Jamie Ray Loftis	2027		Appointed October 2025
Planning & Zoning	Jasline Randle	2027	3 / 4	In good standing, absence was excused

DISTRICT B

Board / Commission / Committee:	Appointee:	Term End:	Attendance 2025	Notes:
Board of Adjustments	Ginger Mannett	2025	0 / 3	BOA meets quarterly; has not attended a meeting this year
Building Standards Commission	Carla Jefferson-Brown	2026	6 / 6	Appointed end of March 2025, in good standing
Cemetery Board	Kurt Koopmann	2027	0 / 3	No Quorum at first 2 Cemetery Board Meetings, all absences excused; appeared at November meeting but NO QUORUM
EDC	Joe Compian	2031	5 / 6	Appointed in April 2025. In good standing - 1 excused absence
KLMBC	Kathy Herrin-Keith	2027	7 / 10	KLMBC had 2 meetings this year that did not meet quorum (February, October)
Ordinance Review Committee	Terry Taylor	2025	3 / 3	Appointed in 2025, in good standing
Parks	Robert Young	2027	4 / 5	Appointed in April 2025, in good standing
Planning & Zoning	Bradley Stephenson	2027	8 / 8	In good standing

DISTRICT C

Board / Commission / Committee:	Appointee:	Term End:	Attendance 2025	Notes:
Board of Adjustments	Ariel Nixon-Guillory	2025	1 / 3	BOA meets quarterly; 1 absence was excused, 1 absence unexcused
Building Standards Commission	VACANT			
Cemetery Board	Joel Camacho	2024	2 / 4	No Quorum at first 2 Cemetery Board Meetings, appeared at November Meeting but cancelled due to NO Quorum
EDC	James Osteen	2026	6 / 8	In good standing - 2 absences excused
KLMBC	VACANT			
Ordinance Review Committee	Laura Divine	2025	1 / 1	Appointed in August 2025, in good standing
Parks	Mike Wev	2026	6 / 7	In good standing
Planning & Zoning	Greg Cornett	2027	8 / 8	In good standing

DISTRICT D

Board / Commission / Committee:	Appointee:	Term End:	Attendance 2025	Notes:
Board of Adjustments	Billy Jefferson	2025	3 / 3	BOA meets quarterly; in good standing
Building Standards Commission	David Pennington	2024	6 / 6	In good standing
Cemetery Board	Bim Crowder	2027	2 / 4	No Quorum at first 2 Cemetery Board Meetings, in good standing - only member to show at June meeting; excused absence in November
EDC	Tracie Steans	2026	7 / 8	In good standing - 1 excused absence
KLMBC	Ashley Gooden - Stewart	2025	5 / 10	KLMBC had 2 meetings this year that did not meet quorum (February, October)
Ordinance Review Committee	Ray Medina	2025	2 / 3	Appointed in 2025; in good standing - 1 excused absence
Parks	Mary Limones	2024	6 / 7	In good standing
Planning & Zoning	Jared Williams	2027	5 / 6	Appointed in 2025, in good standing

MAYOR

Board / Commission / Committee:	Appointee:	Term End:	Attendance 2025	Notes:
Board of Adjustments	Crystal Cooper	2027	0 / 3	BOA meets quarterly; has not attended a meeting this year - 1 excused absence
Building Standards Commission	VACANT			
Cemetery Board	VACANT			
EDC	Gene Smith	2031	7 / 8	In good standing - 1 excused absence
KLMBC	Lyndsey Gonzales	2027	8 / 10	KLMBC had 2 meetings this year that did not meet quorum (February, October), present for both February and October w/o quorum
Ordinance Review Committee	James Ross	2025	3 / 3	In good standing
Parks	Mike "Rock" Bock	2027	6 / 7	In good standing, 1 unexcused absence
Planning & Zoning	Corey McCarra	2027	5 / 8	2 excused absences, 1 unexcused absence

BOARD OF ADJUSTMENTS COMMISSION ATTENDANCE 2025				
Name	Jan	April	July	Oct
Alexa Cross	P	P	NO MEETING	NO QUORUM
Ginger Mannett	AN	AN		
Billy Jefferson - Chairperson	P	P		
Ariel Guillory	AE	P		
Sheila Brown	P	AN		
Crystal Cooper		AE		

"P" Present
"AE" Absent Excused
"AN" Absent Not Excused
3 for a Quorum
"NQ" Cancelled, No Quorum
"NM" No Meeting

Building Standards 2025												
Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
David Pennington	P	P	P	P	P	P	P	P	P	NO QUORUM		
Sally Austin	A	P	P	P	P	P	P	RESIGNED				
Maggie Manuel	P	P	P	P	AN	RESIGNED						
Veverly Sumlin	P	P	A	AN	P	A						
Kaleb Smith	A	A	RESIGNED									
Carla Jefferson				P	P	P	P	P	P			
Melanie Stowe							P	P	P			
Christine Linscomb				P	AN	A	P	AN	AN			

"P" Present
"AN" Absent Not Excused
"AE" Absent Excused
3 for a Quorum
"NM" No Meeting

Cemetery Board 2025					
Name	March- NQ	June- NQ	Sept.	Nov. (Special Mtg.)	Dec
Bim Crowder	NQ	P - NQ	P	AE	
Kurt Koopman	NQ	AE	AE	P	
Brigette Johnson	NQ	AN	P	AN	
Joel Camacho	NQ	AN	P	P	

"P" Present					
"AN" Absent Not Excused					
"AE" Absent Excused					
3 for a Quorum					

Civil Service Commission 2025												
Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Morris Martin Jr.	P	n/a	n/a	n/a	P	n/a	n/a	n/a	n/a	n/a		
Lucy Glenn	P	n/a	n/a	n/a	P	n/a	n/a	n/a	n/a	n/a		
Jackie Pennington	P	n/a	n/a	n/a	P	n/a	n/a	n/a	n/a	n/a		

"P" Present
"AN" Absent Not Excused
"AE" Absent Excused
3 for a Quorum

Economic Development Corporation 2025											
Name	Jan	Feb	March	April	May	June	July 29 (Spec.	Aug	Sept	Oct	Nov
Gene Smith	No	P	P	P	AE	P	P	P	P	P	
Cleveland Lane	Meeting	P	P	P	P	P	AE	P	P	P	
Bobby Hocking		resigned									
Joe Compian				P	P	P	P	AE	P	P	
James Osteen		AE	AE	P	P	P	P	P	P	P	
Tracie Steans		P	P	P	P	AE	P	P	P	P	

"P" Present
"AN" Absent Not Excused
"AE" Absent Excused
3 for a Quorum

Dec

Keep La Marque Beautiful Commission 2025												
Name	Jan	Feb-NQ	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Lyndsey Gonzales	A	P-NQ	A	P	P	P	P	P	P	P-NQ		
Re'Chard Loftis	P	A	P	P	P	P	P	P	P	P-NQ		
Terry Pettijohn	P	A	P	P	AE	P	AE	P	P	A		
Kathy Herrin	A	P-NQ	A	P	P	P	P	P	P	A		
Ashley Gooden-Stewart	P	A	P	A	P	AN	P	P	AN	A		

"P" Present
"AN" Absent Not Excused
"AE" Absent Excused
3 for a Quorum
"NM" No Meeting

Parks Board 2025												
Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mike "Rock" Bock	P	CANCELLED	P	P	NO QUORUM	P	A	P	P	P-NQ		
Tonia Giffin	P		A	P		P						
Mike Wev	P		P	P		A	P	P	P	AN		
Tamara Smith	P		RESIGNED									
Mary Limones	P		P	P		A	P	P	P	P-NQ		
Robert Young				P		P	P	P	A	AN		

"P" Present
"AN" Absent Not Excused
"AE" Absent Excused
3 for a Quorum

PLANNING & ZONING COMMISSION ATTENDANCE 2025												
Name	Jan	Feb	March	April x2	May	June	July	Aug x2	Sept	Oct	Nov	Dec
Alan Waters, Chair	A	NO QUORUM			CANCELLED		CANCELLED			CANCELLED		
Greg Cornett, Vice Chairperson	P		P	P / P		P		P/P	P			
Bradley Stephenson	P		P	P / P		P		P/P	P			
Corey McCarra	P		P	A/P		P		P/A	A			
Jared Williams				P / P		A		P/P	P			
Jasline Randle								A/P	P			
"P" Present												
"AN" Absent Not Excused												
"AE" Absent Excused												
3 for a Quorum												
NM - No Meeting												

Public Safety Building Committee 2025												
.	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Jamie Loftis	P	A	P	P	A/P	CANCELLED	NO MEETING	P				
Wilmon Smith	P	P	P	P	P/P			P				
Robert Michetich	P	P	A	P	P/P			P				
Jose Divora	P											
Orlando Archibald		P	P	P	P/A			P				
Dash Cantu	P	P	P	A	P/P			P				
Sally Austin (A)	P	A	P	P	P/P							
Jackie Pennington (A)	P	A	P	P	A/P			P				
Conan King (A)	P	A	A	P	A/A							

"P" Present
"AN" Absent Not Excused
"AE" Absent Excused
3 for a Quorum

TIRZ 2025												
Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	14-Nov	12-Dec
Patty Shipley	P	NO MEETING	P	NO MEETING	P	P	NO MEETING	NO MEETING	NO MEETING	NO MEETING		
Leslie Cruz	P		A		P	P						
Darlene Barnes	P		P		A	P						
Doug Boudin	P		P		P	P						
Sheryl Ann Farrell	P		A		A	P						
Sherryl Gray	P		P		P	P						
Al Horcica	P		P		P	P						
"P" Present												
"AN" Absent Not Excused												
"AE" Absent Excused												
3 for a Quorum												

Board / Commission / Committee:	Name:	Year Applied:	Currently on Board?:
Board of Adjustments:	Billy Jefferson	2023	Y
	Virginia (Ginger) Mannett	2023	Y
	Jaylen Henderson (2)	2025	
	Jaylyn Perry	2025	
Building Standards:	Scott Moon	2023	
	Sally Austin	2024	RESIGNED FROM BUILDING STANDARDS AUGUST 2025
	Jamie Ray Loftis	2024	Y - Public Safety Building Committee
	Marima Gutierrez (2)	2024	
	Kathy Kidd	2024	
	Carolyn Small (2)	2025	
Charter Review:	Sally Austin	2024	RESIGNED FROM BUILDING STANDARDS AUGUST 2025
	Jamie Ray Loftis	2024	Y - Public Safety Building Committee
	Robert Michetich	2024	Y - Public Safety Building Committee
	Ray Medina	2024	Y - Ordinance Review
	Terry Taylor (3)	2025	Y - Ordinance Review
Civil Service:	Rashad Davis (2)	2023	
	Collin Cooper	2023	
	Jackie Pennington	2023	Y
	Deborah Stewart (2)	2024	Y - Ordinance Review
	Shawntale Woodland (2)	2024	Y- Ordinance Review
	Larinda Essary	2024	
	Carla Jefferson	2025	Y - Building Standards
	Jaylen Henderson	2025	
Cemetery:	Michael Augustus	2023	
	Michael Pruden (2)	2024	
	Terry Taylor	2025	Y - Ordinance Review
Economic Development:	Jeremy Silva	2023	
	Rashad Davis	2023	
	Stephanie Gordon	2023	
	Scott Moon (2)	2023	

	Deborah Stewart	2024	RESIGNED IN SEPTEMBER 2025
	Sade Williams (2)	2024	
	Marima Gutierrez	2024	
	Kathy Kidd (2)	2024	
	Orlando Archibald	2024	Y - Public Safety Building Committee
	Kelley Woods	2024	
	Jared Williams (2)	2024	Y - P&Z
	Philip Sukal	2024	
	Ikeysha Lewis	2024	
	Greg Cornett	2025	Y - P&Z
	Robert Young (2)	2025	Y - Parks Board
	Jamie Ray Loftis	2025	Y - Public Safety Building Committee
	Felix Brown (2)	2025	
	Chandra Stafford (2)	2025	
	Sade Williams (2)	2025	
Library Board:	Michael Augustus (2)	2023	
	Shawntale Woodland	2024	Y- Ordinance Review
	Kimberly Phillips	2024	
	Ronald Caraway	2024	
	Terry Taylor (2)	2025	Y- Ordinance Review
	Melanie Stowe	2025	Y - Building Standards
Keep La Marque Beautiful:	Deborah Stewart (3)	2024	Y - Ordinance Review
	Mardella Park	2024	
	Sade Williams	2024	
	Larinda Essary (2)	2024	
	Kimberly Phillips (2)	2024	
	Michael Porter (2)	2024	
	Ronald Caraway (2)	2024	
	Ikeysha Lewis (2)	2024	
	Jaylyn Perry (2)	2025	
Ordinance Review:	Jerry Edwards	2025	
	Robert Michetich	2025	Y - Public Safety Building Committee
	Chandra Stafford	2025	
	Melanie Stowe	2025	Y- Building Standards
	Carolyn Small	2025	
	Felix Brown	2025	Y - Special Events Committee
Parks:	Collin Cooper	2023	
	Mike Bock	2023	Y

	Allen Honish	2024	
	Michael Pruden	2024	
	Ray Medina	2024	Y - Ordinance Review
	Allen Honish	2025	
	Robert Young	2025	Y
	Jamie Ray Loftis	2025	Y - Public Safety Building Committee
	Jason Wells	2025	
Planning & Zoning:	Jeremy Silva (2)	2023	
	Stephanie Gordon (2)	2023	
	Allen Honish (2)	2024	
	Orlando Archibald (2)	2024	Y - Public Safety Building Committee
	Michael Porter	2024	
	Jared Williams	2024	Y
	Philip Sukal (2)	2024	
	Carla Jefferson	2025	Y - Building Standards
	Greg Cornett (2)	2025	Y
	Terry Taylor (4)	2025	Y - Ordinance Review
	Allen Honish (2)	2025	
	Sade Williams	2025	
	Jason Wells (2)	2025	

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025 Agenda Item: 9.I.
Prepared by: Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Determining Ex-Officio positions for boards, commissions, and committees - *Council*

STAFF BRIEFING:
This item was asked to be placed on the agenda to allow the Council members to serve as ex-officio for the boards, commissions, and committees that best correlate to their interest and expertise.

Currently, the Ex-Officio designations are as follows:
Building Standards Commission - District A
Economic Development Corporation - Mayor
Keep La Marque Beautiful Commission - District D
Parks Board - District B
Planning & Zoning - District C

There are numerous boards that do not have Ex-Officio designations. They are as follows:
Board of Adjustments
Cemetery Board
Civil Service Commission
Ordinance Review Committee
TIRZ Board
Youth Advisory Council

Charter Review (not commissioned)
Public Safety Building Committee (expiring)
Special Events Committee (Mayor and Mayor Pro Tem are members by Ordinance)

HISTORY:
07.28.2025 - Item tabled and requested to appear on next Council agenda 08.11.2025

FISCAL IMPACT:
None.

ORDINANCE NO. O-2025-00[ ]

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, AMENDING THE MUNICIPAL CODE TO REVISE THE COMPOSITION OF THE PARK BOARD, KEEP LA MARQUE BEAUTIFUL COMMISSION, LIBRARY ADVISORY BOARD, PLANNING AND ZONING COMMISSION, AND BUILDING STANDARDS COMMISSION; ESTABLISHING EX-OFFICIO COUNCILMEMBER APPOINTMENTS MADE BY THE CITY COUNCIL UPON SEATING OF EACH NEW COUNCILMEMBER; UPDATING QUORUM REQUIREMENTS FOR THE BUILDING STANDARDS COMMISSION; PROVIDING FOR CODIFICATION, REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING AN EFFECTIVE DATE..

WHEREAS, The City Council finds it necessary to update the provisions relating to the composition and quorum requirements of certain boards and commissions to ensure clarity and effective governance

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

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

Section 2. Section 2-209 of the Code of Ordinances of the City of La Marque is hereby amended to read as follows:

There is hereby established a park board to consist of five members who shall be appointed by the City Council and two alternates and shall serve for two-year terms, beginning on January 1 and expiring on December 31 two years later. Each City Councilmember shall appoint one member to the commission. The mayor shall appoint one alternate member, and the City Council shall appoint one alternate member. The members shall serve staggered terms, that is, three members' terms shall expire on odd-numbered years, and two members' terms shall expire on even-numbered years. Three members shall constitute a quorum for the conducting of business. Board members serve at the pleasure of the City Council and may be removed at any time, with or without cause.

In addition to the regular and alternate members, the City Council shall appoint one of its own members as an ex-officio, non-voting member of the park board. Such ex-officio appointment shall occur as soon as practicable following the seating of each new councilmember and shall remain in effect until the next such selection, or until otherwise determined by City Council.

Section 3. Section 2-317 of the Code of Ordinances of the City of La Marque is hereby amended to read as follows:

The Keep La Marque Beautiful Commission shall consist of five members to be appointed by the City Council and two alternates. Each City Councilmember shall appoint one member to the commission. The mayor shall appoint one alternate member, and the City Council shall appoint one alternate member. The members of such commission shall serve at the pleasure of the City Council and may be removed by the City Council with or without cause. Three members shall constitute a quorum for the conducting of business.

In addition to the regular and alternate members, the City Council shall appoint one of its own members as an ex-officio, non-voting member of the commission. Such ex-officio appointment shall occur as soon as practicable following the seating of each new councilmember and shall remain in effect until the next such selection, or until otherwise determined by City Council.

Section 4. Section 2.237 (1) of the Code of Ordinances of the City of La Marque is hereby amended to read as follows:

a. The library advisory board shall consist of five regular members appointed by the City Council and two alternates. The mayor shall appoint one alternate member, and the City Council shall appoint one alternate member. Board members shall reside or own a business in the City.

b. Members shall serve for terms of two (2) years and may be reappointed for additional terms as determined by City Council.

c. Each member must have an active La Marque Public Library Card and volunteer at least an average of four hours a month

d. The library director shall serve as a non-voting ex-officio member of the board and shall not be counted in determining a quorum of the board.

e. In addition to the regular, alternate, and ex-officio (library director) members, the City Council shall appoint one of its own members as an ex-officio, non-voting member of the board. Such ex-officio appointment shall occur as soon as practicable following the seating of each new councilmember and shall remain in effect until the next such selection, or until otherwise determined by City Council

Section 5. PLANNING AND ZONING COMMISSION

Section 71-24(a) of the Code of Ordinances of the City of La Marque is hereby amended to read as follows:

a. Organization of Planning and Zoning Commission. There is hereby created a planning and zoning commission. The commission shall be composed of five regular members, all of whom shall be residents and real property taxpayers of the City of La Marque, and none of whom shall hold any other position in the city government. Three members of the first commission shall be appointed for a term of two years and two for a term of one year, and service shall be without pay. Thereafter, new members shall be appointed for a term of two years. Any vacancy shall be immediately filled for the unexpired term. A chairperson shall be elected from among the appointed members to serve for a term of one year. The City Council shall appoint two alternate members of the commission for a term of two years who shall serve in the absence of one or more of the regular members when requested to do so by the chairperson of the commission. The members of the commission shall be appointed solely with reference to their fitness and character and without regard to political belief. A majority of the commission shall constitute a quorum for the transaction of business.

In addition to the regular and alternate members, the City Council shall appoint one of its own members as an ex-officio, non-voting member of the commission. Such ex-officio appointment shall occur as soon as practicable following the seating of each new councilmember and shall remain in effect until the next such selection, or until otherwise determined by City Council

Section 6. BUILDING STANDARDS COMMISSION

Section 14-24 of the Code of Ordinances of the City of La Marque is hereby amended to read as follows:

There is hereby created the Building Standards Commission for the City of La Marque, Texas, which shall be composed of five members and a number of alternate members not to exceed eight. The commission shall have such powers, duties, and responsibilities as shall be provided by state law or the City of La Marque. Four (4) of the five (5) regular members shall constitute a quorum for the transaction of business.

In addition to the regular and alternate members, the City Council shall appoint one of its own members as an ex-officio, non-voting member of the commission. Such ex-officio appointment shall occur as soon as practicable following the seating of each new councilmember and shall remain in effect until the next such selection, or until otherwise determined by City Council

Section 7. 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 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Publication and Effective Date. This Ordinance shall be effective on 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 _____**, 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**.

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

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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: November 10, 2025 Agenda Item: 9.II.
Prepared by: Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Voting in the election of Members for the Board of Directors of the Galveston Central Appraisal District 2026 - *Council*

STAFF BRIEFING:
Council elected to nominate Matt Doyle and James Ross for placement on the Galveston Central Appraisal District Board of Directors Ballot on October 13, 2025.

HISTORY:
10.14.2025 - Submission of nominations for GCAD Board of Directors ballot
10.15.2025 - Ballot printed and distributed
10.15.25 - 12.14.25 - Voting time period

FISCAL IMPACT:
N/A

GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591
Phone: (409) 935 - 1980
Fax: (409) 935 - 4319
Chief Appraiser, Krystal L. McKinney RPA, CCA

October 15, 2025

The Honorable Keith Bell
Mayor
City of La Marque
1111 Bayou
La Marque, TX 77568

Dear The Honorable Bell,

Enclosed is the ballot for the selection of two (2) appointed Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- The votes must be cast by written resolution.
- A copy of the resolution must accompany the completed ballot.
- Return the completed ballot and resolution **by *December 14th, 2025***.

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

Krystal L. McKinney
Chief Appraiser

KLM:ldff
*Ballot & Resolutions enclosed in Presiding Officers or Superintendent letters

C32

GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591
Phone: (409) 935 - 1980
Fax: (409) 935 - 4319
Chief Appraiser, Krystal L. McKinney RPA, CCA

2026

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
42	City of La Marque

CANDIDATES	VOTES
Collins, Robin	
Doyle, Matt	
Farmer, Thomas	
Ross James	

- RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- DEADLINE: *by December 14th, 2025*

KLM : LDFF

A RESOLUTION OF

City of La Marque

VOTING IN THE APPOINTMENT OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2026

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of nine total members including five appointed members who serve staggered terms, beginning January 1, in addition there are three elected members, and the Tax-Assessor Collector who serves as a voting ex-officio member.

WHEREAS, The City of La Marque is a voting unit entitled to vote for up to 2 candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the City of La Marque to the Galveston Central Appraisal District.

PASSED AND APPROVED by City of LaMarque,
This _____ day of _____, 2025.

_____
Presiding Officer

ATTEST:

_____
Signature and Title

2026 BOD Election Voting Allocation Sheet

ENTITIES	2024 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	$119,815,089.55	13.312%	133.12141	665.6071	666
Dickinson ISD	$77,688,658.39	8.632%	86.316539	431.5827	431
Friendswood ISD	$45,712,938.99	5.079%	50.789687	253.9484	254
High Island ISD	$4,560,784.59	0.507%	5.0672923	25.33646	25
Hitchcock ISD	$15,227,487.71	1.692%	16.918609	84.59304	84
Clear Creek ISD	$104,431,107.00	11.603%	116.02893	580.1446	580
Santa Fe ISD	$25,290,777.00	2.810%	28.099498	140.4975	140
Texas City ISD	$75,256,958.99	8.361%	83.614782	418.0739	418
City of Galveston	$50,910,286.06	5.656%	56.564237	282.8212	283
City of Texas City	$39,000,515.27	4.333%	43.331801	216.659	217
City of La Marque	$7,534,661.37	0.837%	8.3714393	41.8572	42
City of Hitchcock	$4,497,998.26	0.500%	4.9975331	24.98767	25
City of Jamaica Beach	$1,030,333.32	0.114%	1.1447592	5.723796	6
City of Dickinson	$6,789,923.69	0.754%	7.5439932	37.71997	38
City of Friendswood	$23,199,867.48	2.578%	25.776378	128.8819	129
City of Kemah	$1,307,917.46	0.145%	1.453171	7.265855	7
City of League City	$49,338,068.61	5.482%	54.817413	274.0871	274
City of Santa Fe	$3,534,227.10	0.393%	3.9267283	19.63364	20
Village of Tiki Island	$2,858,731.30	0.318%	3.1762138	15.88107	16
City of Bayou Vista	$1,325,626.65	0.147%	1.472847	7.364235	7
Galveston County Road and Flood	$21,061.00	0.002%	0.0234	0.117	1
GALVESTON COUNTY	$171,327,049.28	19.035%	190.35414	951.7707	952
Galveston College	$18,995,427.53	2.111%	21.105005	105.525	105
College of the Mainland	$50,388,222.77	5.598%	55.984195	279.921	280
Total Levy Amount Voting Entities:	$900,043,719.37	100.00%	1000	x5	5000
Formula: 2024 Voting Districts Levy/ Grand Total All Voting Levy		%	X1000	x5	equals # of Votes

RESOLUTION NO. R-2025-00xx

A RESOLUTION OF THE CITY OF LA MARQUE VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT 2026

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2026 through December 31, 2028; and

WHEREAS, the City of La Marque is a voting unit entitled to vote for up to five (5) candidates from a ballot submitted by the Galveston Central Appraisal District.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT THAT:

The number of votes cast for the candidate (s) as exhibited in the attached ballot, is submitted by the City of La Marque to the Galveston Central Appraisal District

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas, on this the _____ day of _____ 2025.

CITY OF LA MARQUE, TEXAS

_____
Keith Bell, Mayor

ATTEST:

_____
Kierra Nance, TRMC
City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025 Agenda Item: 9.III.
Prepared by: Reviewed by:
Department: Administration

AGENDA ITEM DESCRIPTION:
Affirming the policies and procedures related to the American Rescue Plan Act (ARPA) for the City of La Marque - *Administration*

STAFF BRIEFING:
These three (3) documents outline the City's policies and procedures for document management, records and retention, financial management, and the standards and conflict of interest for all ARPA projects. All three (3) documents are necessary in file retention for all ARPA projects.
The City's ARPA Coordinator recommended that the City Council review these documents before the end of 2026.

HISTORY:
05.13.2025: City Administration and ARPA Coordinator discussed documents creation
09.17.2025: ARPA Coordinator recommended the documents go before Council
10.28.2025: City Administration and ARPA Coordinator discussed final drafts
10.29.2025: ARPA Coordinator reviewed and returned draft of documents
10.31.2025: City Administration provided documents to City Attorney for legal review

FISCAL IMPACT:
None.

City of La Marque

Document Management & Records Retention Policy (ARPA Project: RCP-056096)

As of October 19, 2022

Version 1.0

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VERSION HISTORY		
VERSION NO.	**CHANGE DESCRIPTION**	**DATE PUBLISHED**
Draft	First Drafted Version	October 14, 2021
Version 1.0	Reviewed with Management team, improved language and made minor modifications	October 19, 2022

OVERVIEW & PURPOSE

This policy pertains to all documents created or maintained pursuant to the ARPA/SLFRF Award. The purpose of this Records Retention Policy is to ensure all applicable City of La Marque representatives, hereafter called "ARPA Recipient" understand and adhere to the record retention requirements as identified in the ARPA Terms and Conditions, the Federal Uniform Guidance 2 CFR 200, other official Treasury Guidance, as well as applicable State of Texas Record Keeping requirements.

This document is intended to provide the general protocols, guidance, and framework for the files, records, and reports used and stored by the ARPA Recipient for the purposes of carrying out the ARPA funded programs during the contractual period of performance and throughout the ARPA required retention period.

RETENTION OF RECORDS

The Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Award Terms and Conditions and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury's ("Treasury") record retention requirements for the ARPA/SLFRF award.

It is the policy of ARPA Recipient to follow Treasury's record retention requirements as it expends SLFRF pursuant to the ARPA/SLFRF award. Accordingly, the ARPA Recipient agrees to:

- Retain all financial and programmatic records related to the use and expenditure of SLFRF pursuant to the ARPA/SLFRF award for a period of five (5) years after all SLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with SLFRF for five (5) years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act "ARPA," Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

COVERED RECORDS

For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the ARPA Recipient's expenditure of SLFRF funds on eligible projects, programs, or activities pursuant to the ARPA/SLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of SLFRF for eligible projects, programs, or activities;
- Documentation of rational to support a particular expenditure of SLFRF (e.g., expenditure constitutes the ARPA Recipient/subrecipient's scope of work;
- Documentation of all costs invoiced or otherwise charged to the ARPA/SLFRF award;

- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Documentation of all monitoring and/or audit and reporting activities as a direct result of SLFRF;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 CFR §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with SLFRF, including time and effort reports; and
- Indirect cost rate proposals.
- All other supporting documents, statistical records, reports, and all other non-federal entity records pertinent to the project funded by ARPA/SLFRF.

DISPOSITION OF RECORDS & STORAGE

The ARPA Recipient's records must/will be stored in a safe, secure, and accessible manner.

The ARPA Recipient's defined Management Information System (MIS) (as applicable) and/or Document Repository system which will be used for electronic file records is ENTER DESCRIPTION HERE:

The defined systems/Document Repository will maintain reliability to ensure records are accurate and available, preserve authenticity to protect against unauthorized access, and provide usability to staff so that records can be easily found and updated. Information shall be transferred to the ARPA Recipient and designated ARPA PM at key points throughout the project from various parties including subrecipients, beneficiaries, contractors/vendors, and others.

The ARPA Recipient will carry out this plan in its entirety with a preference for digitally stored data, password protection and limited building/file access. All Projects that involve personally identifiable information (PII) or any data deemed as sensitive or confidential in nature, shall be managed appropriately. PII data is in reference to but will not be limited to individual/applicant name, address, driver's license number, income level, or other personal information for determining identity and/or project eligibility. If such data is applicable to the project, the ARPA Recipient (or Subrecipient) should ensure a ***Client Data & Personally Identifiable Information (PII) Plan*** is in place that addresses specific steps to ensure potential PII data is handled and maintained in a secure and confidential manner. The ARPA Recipient agrees to comply with all local, state, and federal regulations regarding handling, release, or disclosure of such information.

DEPARTMENTAL RESPONSIBILITIES

Any department or unit of the ARPA Recipient and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the ARPA Recipient to non-compliance with the ARPA Terms and Conditions. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The City Clerk will work closely with the Finance Director as the designated Project Manager and will be responsible for identifying and/or collecting the documents internally as well as from others receiving ARPA funds. The ARPA Recipient and its designees must retain and arrange for the proper storage, retrieval, and

transfer of records. The City Clerk shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The ARPA Recipient is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the City Manager. The ARPA Recipient prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to City Clerk; 409-938-9259; cityclerk@cityoflamarque.org, who oversees administering, enforcing, and updating this policy. All revised policies should be clearly tracked and shared, and contingent on nature of revisions, may also require additional approval.

Project Closeout: The City of La Marque will identify and collect applicable records for each project carried out with ARPA funding. A document closeout checklist (by project) will then be shared accordingly with subrecipients, and other service providers along with record sharing, document transfers, and general document review procedures at closeout. The ARPA Recipient will work with the designated ARPA PM and other stakeholders such as subrecipients and contractors to ensure all records are transferred in a secure, efficient, and timely manner. The ARPA Recipient will continue to update and improve this Document Management & Records Retention Policy as additional best practices are identified and/or as Treasury SLFRF provides new relevant information related to record-keeping and compliance.

Attached in ***Appendix A*** of this document includes the current ARPA Recipient File Checklist that represents an initial list of ARPA Recipient administrative documents necessary for collection prior to closeout. This is not an exhaustive list and will remain subject to change. Additionally, each project carried out with ARPA funds will have a specific document closeout checklist to be used as a guide. There will be additional documents required for any projects carried out by parties other than the ARPA Recipient, such as subrecipients via a subaward and/or contractors and professional service providers.

These ARPA/SLFRF Document Management & Record Retention Policies and Procedures have been reviewed and adopted as applicable by legal or otherwise authorized representatives of the City of La Marque and are thereby approved on _____ (enter date).

_____	_____
Printed Name	Title of ARPA Recipient Representative
_____	_____
Signature of ARPA Recipient Representative	Date

APPENDIX A – DOCUMENT CHECKLIST (SAMPLE)

The ARPA Recipient and Subrecipient Document Closeout Checklists are not exhaustive and are subject to change. Below is the current list of ARPA document records required for potential collection. Although not specifically listed below, project specific documentation will also be applicable and saved as part of the ARPA records.

ARPA RECIPIENT DOCUMENTS CHECKLIST (ADMINISTRATIVE)	
☐	Client's Standards of Conduct with Conflict of Interest Policy
☐	PM Communications Plan – Client
☐	PM Communications Plan – ARPA Outreach
☐	Documentation of ARPA Public Meeting(s) & Stakeholder Engagement
☐	Documentation of ARPA Public Comments
☐	Lost Revenue Calculation
☐	Client Approved Project List
☐	Personally Identifiable Information (PII) Guide for Client
☐	Client's Executed Terms & Conditions
☐	Client's Executed Title VI Form
☐	Client's Budget Submitted to Treasury
☐	Interim Report
☐	Single Audit, or equivalent 2021-2026 (as applicable) Check here
☐	Client's EEO & Title VI Non-Discrimination Write-Up
☐	Financial Management System/Plan
☐	Loss Revenue Calculation (if applicable)
☐	Document Management & Retention Plan
☐	Anti-Fraud Waste & Abuse (AFWA) Policy
☐	SAM Clearance for ARPA Recipient
☐	ARPA Recipient's Federal/State/Local Procurement Policy (for purposes of carrying out ARPA Project)
☐	ARPA Recipient's Project Reports (Expenditure/Milestone/Performance and all) (as applicable)
☐	Additional Supplemental Documentation (as applicable)

PROJECT DELIVERY DOCUMENT SAMPLE CHECKLIST (FOR SUBRECIPIENT DELIVERED PROJECTS – AS APPLICABLE)	
☐	Client's Subrecipient Monitoring Plan [with checklist(s)]
☐	Personally Identifiable Information (PII) Guide for Project
☐	Subrecipient Agreement Template
☐	Subrecipient Rating Sheet/Review & Selection Documentation
☐	SAM & State Clearance of Subrecipient Documentation
☐	Conflict of Interest Questionnaire (CIQ)
☐	Insurance & Indemnification Records
☐	Lobbying Certification & Disclosure of Lobbying
☐	Subrecipient's Federal Audit (Single Audit or Equivalent)
☐	Subrecipient Agreement (with Scope of Work)
☐	Request for Change Order Form (with approval/denial status records)
☐	TX Form 1295 – Certificate of Interested Parties
☐	Subrecipient's Invoice(s)
☐	Post-Award Monitoring Checklist
☐	Monitoring Visit(s)/Reporting Documentation
☐	Subrecipient's Procurement Procedures
☐	Subrecipient's Prior Year Fiscal Audit
☐	Subrecipient's Financial Management Plan (with cash mgmt. component)
☐	Subrecipient's Standard of Conduct with Conflict of Interest Policy
☐	Subrecipient's Performance Report(s)
☐	Subrecipient's Corrective Action Plan(s)
☐	Subrecipient's Document Management & Retention Plan
☐	Subrecipient's Anti-Fraud Waste & Abuse Policy
☐	Subrecipient's EEO & Title VI Non-Discrimination Write-Up
☐	Subrecipient NOFA Review & Selection Docs
☐	Subrecipient NOFA/Application Final Document
☐	Subrecipient NOFA Advertisement

PROJECT DELIVERY DOCUMENT SAMPLE CHECKLIST (FOR SUBRECIPIENT DELIVERED PROJECTS – AS APPLICABLE)	
☐	Subrecipient NOFA Pre-Application Meeting
☐	Subrecipient NOFA Questions & Answers
☐	Subrecipient NOFA Addendum
☐	Subrecipient NOFA Application Tabulation
☐	Supplemental Documentation

PROJECT/OBLIGATION TYPE LEVEL DOCUMENT CHECKLISTS

This list is only a sample of documents that may be applicable and collected. Typical project/obligation categories that may apply include the following:

- Administrative Project Types
- EC 6.1 Awardee
- Beneficiary Services – Premium Pay
- Beneficiary Services – Entity
- Beneficiary Services – Individuals/Households
- Equipment/Software Purchases (Micro/Small and Standard/Sole Source/Emergency)
- Construction Services
- Professional Services – Engineering
- Professional Services – Consultants
- Acquisition and Relocation (as either a stand-alone project or subset of a project)

Additional documents will also be collected for projects that utilize Force Account Labor, and for projects that utilize a COOP for the purpose of purchasing equipment.

STANDARDS OF CONDUCT

AND

CONFLICT OF INTEREST POLICY

CITY OF LA MARQUE

The information compiled in this template is neither an exhaustive treatment of the law on this subject nor a substitute for the advice of an attorney. It is important to consult the individual state and local laws cited for detailed information about the issues discussed here and to consult an attorney to apply these legal principles to specific situations.

Every state and local City/County of government may have unique and specific requirements related to carrying out federal, state, and local activities. In some circumstances, a home rule charter, local policy, or ordinance may also have more stringent requirements.

This document is being provided as an option for recipients of ARPA SLFRF to demonstrate compliance with the Standards of Conduct and Conflict of Interest Policy.

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SECTION 1 – PRINCIPLES & VALUES

The City of La Marque's management of the ARPA-SLFRF efforts are governed by an unyielding commitment to our Standards of Conduct and Conflict of Interest Policies (the Standards). Decisions and actions are made with the highest degree of integrity. The Standards are based on honesty, objectivity, fairness, and respect.

These City of La Marque core principles and values guide relationships within our community, and all of those impacted by the use of ARPA-SLFRF funds including beneficiaries, subrecipients, consultants/contractors, vendors, awardees, local officials, staff, and all individuals who are directly affiliated with ARPA-SLFRF recovery efforts:

- **Integrity.** We will act in a lawful and ethical manner, never knowingly violating any law or our principles and standards of ethical conduct in the selection, award, and administration of all ARPA–SLFRF transactions.

- **Stewardship, Trust, & Service.** We will serve the people of our community to ensure an equitable recovery effort while following the prescribed rules of managing taxpayer resources.

- **Equity.** We will strive for a community that is fair for everyone and will ensure ARPA-SLFRF funded activities are selected and managed with equity fully in mind.

- **Transparency**. We will disclose any conflicts of interest we may have (or be made aware of) related to our responsibilities to the applicable parties including the State of Texas Ethics Commission, our internal Conflict of Interest Point of Contact, and the U.S. Treasury, and remove conflicts when necessary.

- **Honesty & Communication.** We will work to ensure an environment where employees (and all engaged stakeholders) are encouraged to seek advice, report misconduct, or question a business practice in good faith and without retaliation.

- **Partnership and Respect.** We will work with others who share our objectives and values and respect our stakeholders and fellow staff members, treating others with fairness and courtesy.

SECTION 2 – RESOURCE REFERENCES

Multiple federal, state, and local conduct and conflict of interest related laws govern the ARPA-SLFRF funded activities. ARPA funds are primarily governed by the ARPA regulations, the jurisdiction's signed agreement to the ARPA-SLFRF Terms and Conditions, and specific requirements of 2 CFR § 200.318(c). The conflict-of-interest policy applies to each activity funded under the ARPA-SLFRF award. Recipients (and subrecipients) must disclose in writing to the U.S. Treasury or the pass-through entity, as appropriate, any conflict and/or potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.

This policy also aligns with and adheres to existing local and State of Texas requirements. While the following is not a fully exhausted list, the standards outlined in this policy conform with the following applicable federal and state regulations. Existing municipal, county and state-level adopted policies will also apply and may be referenced throughout this document as well, and where overlapping policies are identified, the most stringent application should apply.

Uniform Guidance 2 CFR 200:

- **2 CFR 200.318(c)**
- **§ 200.112 Conflict of interest.** The Federal awarding agency must establish a conflict-of-interest policy 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 by applicable Federal awarding agency policy.

State of Texas: The following includes references to additional relevant State of Texas conflict of interest and disclosure laws applicable to city officials, employees, and vendors. A home rule charter, local policy, or ordinance may provide for more stringent requirements in some circumstances.

- https://www.ethics.state.tx.us/resources/laws-regulations/
- Local Government Code Chapter 171: Real Property and Business Interests
- Local Government Code Chapter 176: Income and Gifts from and Family Relationships with Vendors
- Government Code Chapter 552: Public Information
- Government Code Chapter 572 Open Govt; Ethics. Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest
- Local Government Code Chapter 145: Financial Disclosure in Cities with a population of 100,000 or more
- Section 15.01 – Texas Free Enterprise and Antitrust Act of 1983
- Government Code Section 2252.908 Vendor Disclosure of Interested Parties (Form 1295)
    - https://www.ethics.state.tx.us/
    - https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php
    - https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html
    - https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf
- https://www.ethics.state.tx.us/statutes/ch36_39.php
- Texas Penal Code Title 8 Chapter 36 Bribery and Corrupt Influence
- Texas Penal Code Title 8, Chapter 39 Abuse of Office
- Chapter 305, Registration of Lobbyists and Chapter 34, Commission Rules: Regulations of Lobbyists (https://www.ethics.state.tx.us/resources/lobby/
- Texas Ethics Commission – Lobbying in Texas – A Guide to the TX Law

External Resource Reference Guides:

- TX Ethics Commission A Guide to Ethics Laws for State Officers and Employees
- TX Municipal League COI Disclosure Laws for City Officials, Employees and Vendors

In the event of any discrepancy between the provisions of Federal and local regulations, the most stringent provision will prevail. This Policy does not supersede the authority and duty to comply with the laws and regulations cited above.

This Standard of Conduct and Conflict of Interest Policy will be made available to government officers and employees as well as other identified stakeholders so that they are aware of shared responsibilities, individually or jointly, to ensure that the objectives of the Policy are fully met.

Vendors, contractors, and subcontractors must also be made aware of their responsibilities related to the City of La Marque Standard of Conduct and Conflict of Interest Policy.

This Policy should align with and adhere to existing local and State of Texas requirements as well as 2 CFR § 200.318(c), as agreed upon within the executed ARPA-SLFRF Terms and Conditions.

SECTION 3 – DEFINITIONS

- **Business Entity** means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

- **Conflict of Interest (COI)** is an actual or potential COI situation described at 2 CFR 200.318(c)(1) or (c)(2). The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such.

- **COI Point of Contact** means the individual identified in Section 7 of this Policy designated to receive, review, and coordinate necessary guidance, disclosures, and reporting steps as applicable to federal, state, and local handling requirements of all real or potential conflict of interests.

- **Contract** means, for the purpose of Federal Financial Assistance, a legal instrument by which the Entity purchases property or services needed to carry out a program or project under a Federal award, not limited to but including agreements, memorandums of understanding, and purchase orders properly executed with the recipient (or subrecipient).

- **Contractor** means an entity or individual that receives a Contract.

- **Covered Individual** means a Public Officer, employee, or agent of the City of La Marque.

- **Covered Nonprofit Organization** means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State or any political subdivision of the State (including the City of La Marque).

- **Covered Transaction** is a non-procurement or procurement transaction that is subject to the prohibitions outlined within this Policy.

- **Direct Benefit** means, with respect to a Public Officer or employee of the City of La Marque or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- **Equity** means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black,

Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

- **Federal Financial Assistance** means Federal financial assistance that the City of La Marque receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

- **Gifts** means payment or enrichment without equivalent retribution or of lesser value. Includes, but is not limited to, money, goods, or any other object, favorable economic opportunities, tips, concessions, benefits, discounts, privileges, or special considerations.

- **Governing Board** means the City Council of the City of La Marque government.

- **Immediate Family Member** is described at 2 CFR 200.465(c)(4) and means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

- **Involved in Making or Administering** means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward, or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official participates in that action.

- **Local Government Officer** is defined as a member of the governing body of a local governmental entity; Mayor, Council Members, local government corporation board members, the City Manager, and employees or other agents of a local governmental entity who exercise discretion in the planning, recommending, selecting, or contracting of a vendor. Also see ---"*local public official"* which means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), county, municipality, precinct, central appraisal district, transit authority or district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature.

- **Non-Federal Entity** is defined at 2 CFR 200.1.

- **Pass-Through Entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

- **Public Officer** means an individual who is elected or appointed to serve or represent the City of La Marque (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the City of La Marque. Other names for the same position may include: "Public Servant" (Texas Penal Code, Ch's 36 & 37, "Municipal Officer" (Texas Local Govt. Code Ch. 145), "Local Public Official" (Texas LGC Ch. 171), "Local Governmental Officer" (Texas LGC CH. 176), and "Public Official" (Texas Govt. Code Ch. 573).

- **Recipient ("ARPA Recipient")** means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award (2 CFR 200.1).

- **Related Party** means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the City of La Marque) of a Covered Individual, of a partner of a Covered Individual, or an Immediate Family Member of a Covered Individual.

- **Subaward** means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- **Subcontract** means any agreement entered by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- **Subcontractor** means an entity that receives a Subcontract.

- **Subrecipient** means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

SECTION 4 – CONFLICT OF INTEREST REQUIREMENTS IN TEXAS

4.1 CONFLICT OF INTEREST STANDARDS OVERVIEW

These standards of conduct contained herein are applicable to all procurement application selections, and/or ARPA-SLFRF funds disbursement activities. A common source of alleged wrongdoing revolves around conflicts of interest. Whether real or perceived, these allegations often arise out of situations involving personal financial gain, employment, or special treatment for family members or business relations. To protect all ARPA transactions from the undue influence of such conflicts and to bolster an equitable recovery process, the City of La Marque will maintain this Standards of Conduct and Conflict of Interest Policy throughout the ARPA period of performance.

Prohibited Conflicts of Interest in Contracting. No City of La Marque County employee, officer, or agent (including Subrecipients) may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. In the case of any aforementioned relationships, he/she shall not intervene, either directly or indirectly, in any matter related to them.

- Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

- Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section 4 (4.2)(A), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

4.2 CONFLICT OF INTEREST DISCLOSURE RESPONSIBILITIES

Officers, employees, and agents of the governmental entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, other than an unsolicited item of nominal value that may be accepted under a written policy adopted by the City of La Marque. This includes, but may not be limited to, gifts, gratuities, favors, benefits, loans, commissions, or other special discounts.

All persons covered by this policy shall fully disclose any real or potential conflicts of interest. Every person must report any act that violates the provisions of this Policy and Standards of Conduct. All persons shall collaborate with any investigation initiated by the City of La Marque, the State of Texas or the Federal

Government related to conflicts of interest.

The City of La Marque shall adhere to Local Government Code Chapter 176 for specific requirements related to governmental officer disclosures in Texas.

In addition to the expectation that all officers understand and follow local, state, and federal law, and review all solicitation/contract documents and provisions closely, the City of La Marque's designated COI Point of Contact (see ***Section 5*** of this document) will be available to provide guidance on the proper use of a disclosure form and other related code of conduct requirements and details including required federal, state, and local reporting timelines, as applicable.

4.3 FEDERAL, STATE, AND/OR AGENCY-LEVEL DISCLOSURES

4.3.10 CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

CIQ: A questionnaire defined by Chapter 176, Texas 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).

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the City of La Marque and has: (1) an employment or other business relationship with an officer or an officer's family member that results in the officer receiving taxable income that is more than $2,500 in the preceding twelve months; (2) has given an officer or an officer's family member one or more gifts totaling more than $100 in the preceding twelve months; or (3) has a family relationship with an officer.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following: (1) the date that the vendor begins discussions or negotiations to enter into a contract with the City of La Marque or submits an application or response to a bid proposal; or (2) the date that the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member, or becomes aware of a family relationship with an officer.

4.3.11 CERTIFICATION OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the Commission's website. The Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The Commission does not have any additional authority to enforce or interpret House Bill 1295.

The Conflict of Interest Questionnaire (Form CIQ) can be reviewed here. *Note, this form copy is only for reference and cannot be filled out by hand. A vendor must use the filing application to generate the form and print it from there. Instructions for filing the form can be accessed here*.

Also refer to https://www.ethics.state.tx.us/ and ***Section 2 – Resource References*** of this document for additional links to access Form 1295 Frequently Asked Questions and related laws and regulations.

What Contracts Apply to Form 1295?

The law applies only to a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- has a value of at least $1 million or is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a). The disclosure requirement applies to a contract entered on or after January 1, 2016.

A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

- the governing body has legal authority to delegate to its staff the authority to execute the contract;
- the governing body has delegated to its staff the authority to execute the contract; and
- the governing body does not participate in the selection of the business entity with which the contract is entered into.

4.3.12 CONFLICT OF INTEREST DISCLOSURES BY GOVERNMENT OFFICER (CIS)

The notice to the appropriate local governmental entity when a local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code. It provides the nature and extent of business and/or family relationships between officer and vendor and other disclosures, in accordance with Section 176.003 of the Local Government Code. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

1. An officer must file a statement if the officer or officer's family member has an employment or other business relationship with a vendor that results in the officer or officer's family member receiving

taxable income of more than $2,500 in the preceding twelve (12) months. An officer who only receives investment income, regardless of the amount, is not required to file a disclosure statement. Investment income includes dividends, capital gains, or interest income gained from a personal or business checking or savings account or another similar account, a personal or business investment, or a personal or business loan.

2. An officer is required to file a statement if the officer or officer's family member accepts one or more gifts (including lodging, transportation, and entertainment accepted as a guest) from a vendor that has an aggregate value of more than $100 in the preceding twelve months. An officer is not required to file a statement in relation to a gift, regardless of amount, if the gift: (1) is a political contribution; (2) is food accepted as a guest; or (3) is offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient.

3. An officer is required to file a statement if the officer has a family relationship with the vendor.

SECTION 5 – GIFT STANDARDS

Chapter 36 of the Penal Code prohibits public servants from accepting certain gifts or benefits. Violations of the laws in this chapter carry criminal penalties, and complaints alleging such violations are handled by local prosecutors, not by the Texas Ethics Commission.

Subject to the few exceptions set forth below and further described in the *Penal Code Section 36.08*, a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Vendor/Contractor, or a Subcontractor or other direct recipients of ARPA-SLFRF related benefits.

Exception. A Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of $20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this does not exceed $50 in a calendar year:

- Honorariums for participating in meetings;
- Advertising items or souvenirs of nominal value; or
- Meals furnished at banquets.

Even if the acceptance of a gift is legally permissible, a governmental Officer or employee as well as vendors/contractors should always consider whether the gift raises the appearance of impropriety before giving or accepting.

Internal Reporting. A Covered Individual shall report any gift accepted to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency.

- A subrecipient shall also report all potential instances of known or potential conflicts of interest to the City of La Marque (also referred to as the ARPA Recipient or the Pass-Through Entity) and all instances of gifts, excluding those that fall within the exceptions outlined in 5.1(a).

SECTION 6 – VIOLATIONS OF POLICY

Any alleged violations of the standards set forth in this Policy shall be immediately referred to the City of La Marque's COI Point of Contact. The offending employee, officer, or agent will be subject to disciplinary actions that could result in their termination of employment.

Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising concerning the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract.

Disciplinary Actions for Contractors and Subcontractors. The City of La Marque shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

Knowingly violating the terms of an agency's ethics and conflict of interest policy may also be penalized as a criminal offense. Any such occurrence will be reviewed on a case-by-case basis to determine steps beyond above stated disciplinary actions.

- As outlined in Chapter 176 of the Texas Government Code, "an officer or vendor who knowingly fails to file a statement or a disclosure when required to do so commits a Class A, B, or C misdemeanor, depending on the amount of the contract. It is an exception to prosecution that an officer/vendor files a statement/questionnaire not later than the seventh day after the date the person receives notice from the city of the alleged violation."

Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the City of La Marque shall 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: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the City of La Marque, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

SECTION 7 – CONFLICT OF INTEREST POINT OF CONTACT

While all stakeholders have a responsibility to understand what represents a potential, perceived, or real conflict of interest and to follow state and local disclosure mandates, the City of La Marque has taken an additional step by identifying a centralized point of contact to oversee the collection, reporting, communications, and guidance related to real or potential conflicts of interest on all ARPA-SLFRF funded activities. The designated POC will ensure required state and local forms are completed, shared, and retained in a compliant manner. The designated POC will be available to provide information throughout the entire project life cycle for all SLFRF covered transactions.

The designated COI Point of Contact may be updated as needed, but at the time of publication of these Standards, the following information is accurate:

TITLE	FIRST & LAST NAME	EMAIL ADDRESS	PHONE NUMBER
COI Point of Contact (Finance Director)	Worth Ferguson	financedirector@cityoflamarque.org	409-938-9205
If the City of La Marque has a phone number for reporting potential conflicts and other unethical activities, add here as a reference for stakeholder awareness. **City of La Marque Ethics Hotline is 409-938-9211**			

1. PRIOR TO AWARD OF CONTRACT OR SUBAWARD.

a. Prior to the award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
b. Prior to the award of a Contract or Subaward, appropriate ethics and conflict of interest related provisions should be included in solicitations and contractual template language.
c. Identified potential conflicts will be reviewed and evaluated. Removal from project involvement at any stage or removal from award consideration with a written record and other measures may be identified.

2. MANAGEMENT PRIOR TO AWARD OF CONTRACT OR SUBAWARD

If, after completing the Texas Ethics Commission COI related Forms, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the City Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

a. Accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from either:

   1) the Federal awarding agency (US Treasury) with appropriate mitigation measures, or
   2) the Pass-Through Entity (the ARPA Recipient) if a subrecipient

b. Reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall, in writing, document a justification supporting such rejection. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the City of La Marque may enter into the Contract or Subaward in accordance with the purchasing or subaward policy.

3. POST AWARD OF CONTRACT OR SUBAWARD

All contractors, subrecipients, awardees, beneficiaries and other identified stakeholder agents have an ongoing responsibility to provide notification immediately after the identification of any potential conflict of interest.

In accordance with Chapter 176, Local Government Code, if the conflict involves a government officer of the City of La Marque, the Conflicts Disclosure Statement (Form CIS) will be provided to the COI Coordinator serving as the "Records Administrator" no later than seven (7) business days from date of initial identification.

Confidentiality & Public Information Act

- Potential conflicts of interest reports by a third party will remain anonymous and will be reviewed with legal representatives as appropriate.
- Reports of potential conflict of interest by the affiliated parties will be reviewed with a determination of the next steps.
- All filed COI disclosures in Texas will be subject to the Public Information Act of Texas.

4. GENERAL ADMINISTRATION

The Texas statements and disclosures must be filed with the records administrator of the city. A records administrator includes a city secretary, a person responsible for maintaining city records, or a person who is designated by the city to maintain the statements and disclosures filed under Chapter 176.

A city that maintains a website is required to post on that site statements and disclosures that are required to be filed under Chapter 176. However, a city that does not have a website is not required to create or maintain one.

The following conflict of interest documents, as deemed necessary by legal counsel and as applicable to any ARPA-SLFRF transactions will be retained on record:

- All types of disclosures including conflict of interest notifications via Conflict of Interest Disclosure (Form CID) or any other format;
- Certification of Interested Parties (Form 1295) as applicable;
- Conflict of Interest Questionnaire (Form CIQ);
- Cases of failure to disclose;
- Reviews or investigation of alleged conflicts; or
- Action(s) taken, or resolution(s).

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. 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.

These ARPA/SLFRF Standards of Conduct and Conflict of Interest Policies and Procedures have been reviewed and adopted as applicable by legal or otherwise authorized representatives of the City of La Marque and are thereby approved on _____ (enter date).

_____	_____
Printed Name	Title of Authorized Representative
_____	_____
Signature of Authorized Representative	Date

AMERICAN RESCUE PLAN ACT
STATE & LOCAL FISCAL RECOVERY FUNDING

FINANCIAL MANAGEMENT
POLICIES & PROCEDURES

City of La Marque

This document does not void existing internal policies and procedures.
In the event of a conflict with existing local policies and procedures,
the most stringent requirements should be applied.

These Policies and Procedures are adopted by the City Council on _____.

_____ _____

Barbara Holly, Interim City Manager Date

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SECTION 1 – ARPA-SLFRF KEY RESOURCES

- The ARPA-SLFRF Award Terms & Conditions
- 31 CFR 35.6 – Eligible uses
- Uniform Guidance: 2 CFR 200, Parts A-F
- Final Rule Jan 2022 & Final Rule Overview
- 2022 Final Rule FAQs
- Compliance & Reporting Guidance
- Project & Expenditure Report User Guide
- 2023 Interim Final Rule
- Compliance Supplement
- Alternative Examination Engagement (ACEE) Guide

SECTION 2 – OVERVIEW & PURPOSE OF ARPA FUNDING

This Financial Management Policy and Procedures guidance provides an overview of the requirements applicable to the financial management of the American Rescue Plan Act – State and Local Fiscal Recovery Funding (ARPA – SLFRF) and related City procedures. This document covers critical aspects of internal controls, reporting and monitoring, audits, procurement and cost principles, and the City's related policies and procedures, specifically as it relates to ARPA-SLFRF (often referred to as "ARPA" hereafter in this document).

All local governments that have received ARPA State and Local Fiscal Recovery Funds (ARPA-SLFRF) are responsible for ensuring that they establish and maintain effective internal controls that provide reasonable assurance that funds are being managed in compliance with all applicable federal statutes, regulations, and the terms and conditions of the federal award. The City will comply with the ARPA Award Terms and Conditions and the Uniform Guidance requirements, particularly as outlined in 2 CFR 200.302.

ARPA funds must be spent on allowable activities and expenses, with consideration of equity and negative economic impacts which include:

- Supporting public health expenditures
- Addressing negative economic impacts caused by the public health emergency
- Replacing lost public sector revenue (government services)
- Providing premium pay for essential workers
- Investing in water, sewer, and broadband infrastructure
- Expanded surface transportation, Emergency disaster relief, and Title I projects
- SLFRF allowable projects (both enumerated and non-enumerated) and related expenditure categories are outlined in greater detail in the Treasury's Final Rule, Project & Expenditure Guide, 31 CFR 35.6 -- Eligible uses, and other resources.

SLFRF is considered "other financial assistance" per 2 CFR section 200.1 and is administered as direct payments for specified use. ARPA-SLFRF may be used for direct and indirect administrative expenses involved in administering the program. Cost-sharing/matching is not a requirement of ARPA-SLFRF.

SLFRF allocations made to ARPA Recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to the Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was published May 28, 2021, on SAM.GOV under Assistance Listing Number ("ALN"), formerly known as CFDA Number, 21.027.

The Assistance Listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

The City will adhere to generally accepted accounting principles (GAAP) and adequately trace all obligated/ budgeted funds, expenditure categories, disbursements, and balance data back to the source. In addition to tying all procurements, agreements and subawards to SLFRF, the City will add source or identification codes as part of its chart of accounts and reporting records for ease of tracking cost details.

SECTION 3 – PERIOD OF PERFORMANCE & OBLIGATIONS

In accordance with Treasury requirements, ARPA-SLFRF funds must be used to cover "costs incurred/obligated" between March 3, 2021, and December 31, 2024, and funds must be expended by December 31, 2026.

As outlined in the Interim Final Rule (August 2023), SLFRF costs incurred for expanded surface transportation and Title I projects must also be obligated by December 21, 2024, but must be expended by September 30, 2026.

As indicated in the *Reporting & Compliance Guidance*, any funds not obligated or expended for eligible uses by the timelines above must be returned to the Treasury, including any unobligated (Dec 2024) or unexpended (Dec 2026) funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 CFR 200.344(d).

For the purposes of determining expenditure eligibility, the Treasury's final rule provides that "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1:

> *Financial obligations, when referencing a recipient's or subrecipient's use of funds under a federal award, means orders placed for property and services, contracts and subawards made, and similar transactions that require payment.*

SECTION 4 – INELIGIBLE USES & RECOUPMENT

The following uses of SLFRF funds are NOT allowable:

- Deposits into any pension funds,
- Offsetting a reduction in net tax revenue,
- Non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements,
- Contributions to rainy day funds, financial reserves, or similar funds as such payments constitute savings for future spending needs of the City,
- Payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs. Fees or issuance costs associated with the issuance of new debt would also not be covered using payments from the Fiscal Recovery Funds because such costs would not themselves have been incurred to address the needs of the pandemic response or its negative economic impacts,
- Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory

proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency.

Any project that conflicts with or contravenes the purpose of the American Rescue Plan Act, (e.g., uses of funds that undermine COVID-19 mitigation practices in line with CDC Guidance and recommendations) or violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance, and other federal, state, and local laws and regulations is not allowed.

Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the Final Rule, Treasury may identify funds used in violation through reporting or other sources. While not anticipated, the City understands, that if any amount of the ARPA-SLFRF allocation is considered at risk, the City will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before the Treasury provides a final notice of recoupment. If the City does not submit a request for reconsideration, the initial notice will be deemed as the final notice. Treasury may also pursue other forms of remediation and monitoring in conjunction with or as an alternative to, recoupment.

In addition to Treasury-specified guidelines, a more comprehensive list of unallowable or restricted costs can be referenced under 2 CFR 200 Subpart E. This list is also summarized in ***Section 12 – Cost Principles*** of this document in greater detail.

ARPA-SLFRF funding classified under Revenue Loss expenditures have reduced requirements as outlined within Treasury Guidance (re: Final Rule updates and, specifically, FAQ 13.15).

SECTION 5 – ACCOUNTING SYSTEMS & INTERNAL CONTROLS

ACCOUNTING SYSTEMS

The City is responsible for ensuring that all expenditures are equitable, eligible, proportionate, and authorized in an approved, documented budget.

Pursuant to 2 CFR § 200.302(a), the City's financial management system, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required to demonstrate compliance with general and program-specific terms and conditions; and the tracing of funds to a level adequate to establish that such funds have been used according to the federal statutes, regulations, and the ARPA-SLFRF terms and conditions.

The City's financial management system includes the following:

1. Accurate, current, and complete disclosure of financial results,
2. Records that identify adequately the source and application of grant funds,
3. Comparison of actual outlays with amounts budgeted under ARPA-SLFRF,
4. Procedures to minimize the time elapsed between approval and disbursement of funds throughout the performance period,
5. Procedures for determining reasonableness and allowable costs,
6. Accounting records that are supported by appropriate source documentation, and
7. A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

INTERNAL CONTROLS – 2 CFR§200.303

An internal control is a process, carried out by an entity's oversight body, management, and other personnel that provides reasonable assurance regarding the achievement of objectives in effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations.

Internal controls are the combination of policies, procedures, job responsibilities, personnel, and records that together create accountability of the financial system and safeguard its cash, property, and other assets.

Through its system of internal controls, the City can ensure that:

- Resources are used for authorized purposes and consistent with applicable laws, regulations, and policies.
- Resources are protected against waste, mismanagement, or loss.
- Evaluation and monitoring of compliance is integrated into processes.
- If applicable, prompt action is taken on audit concerns or findings.
- Information on the source, amount, and use of funds is reliable, secure, up-to-date, and disclosed in the appropriate reports and records.

In accordance with 2 CFR § 200.303, the City ensures internal controls through a number of local procedures, including ensuring to the extent practicable that the duties of the staff are divided so that no one person handles all aspects of a transaction from beginning to end. Some effective techniques and best practices that the City follows include:

- An **organizational chart** and/or written definitions setting forth the actual lines of responsibility of personnel involved in financial transactions and that clarifies all key roles and an adequate segregation of duties.
- Maintaining City **accounting policy and procedures** that include specific approval authority for financial transactions and guidelines for controlling expenditures, as typically followed for local funds. (This guide will include written procedures for recording transactions; maintaining a chart of accounts, a general ledger and other typical internal controls established by the City that will also be applied to ARPA-SLFRF.)
- **Bank Depository:** The City maintains funds in banks, designated as its depository for banking services. The City Council, City Administration, and/or Finance Department reviews the selection in accordance with the City's charter or financial procedures, or unless circumstances deem otherwise. The Finance Department follows the internal financial procedures for all expenditures unless an individual funding agency/source prescribes specific (and more stringent) requirements.
- **Accounts Payable:** Three (3) individuals are authorized to sign checks written on the bank depository account: City Manager, City Clerk, and the Finance Director All checks require two (2) authorized signatures. No exceptions. This authorization stands for ACH payments.
- **Accounting:** The Finance Director is responsible for establishing the structure for the City Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report on the City's financial position. The City Manager and/or Finance Director shall provide financial reports to the City Council monthly.
- **Audit of Accounts:** An independent audit of City accounts is performed annually. The Auditor is retained by and is accountable directly to the City Council. The City Council reviews the selection every five (5) years unless circumstances deem otherwise. The City will follow the audit requirements as outlined in the audit section of this document.
- **Internal Controls:** Whenever possible, written procedures will be established, maintained, and assessed per 2 CFR 200.303 by the Finance Director for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

Other internal controls the City follows include the following:

- A chart of accounts will include account names and the numbers assigned to each and provides the following categories: assets, liabilities, net assets/fund balance, revenues, and expenses.
- Maintaining journal entries that are properly approved and supported by adequate source documentation and note the effective period of the agreement, list disbursement amounts paid out (or properly accrued); expended on eligible items; and approved by the appropriate official(s) within the organization.
    - Adequate documentation is not limited to but includes signed purchase orders with invoices to support authorizations, timecards to support labor, detailed receipts to support spending, periodic monitoring reports with support of review, and approval by management.
- Maintaining hiring policies that ensure financial staff qualifications are equal to job responsibilities and that individuals hired are competent to do the job.
- Adequately controlling access to accounting records, assets, blank forms, and confidential records, such that only authorized persons may access them.
- Conducting periodic comparisons of financial records to actual assets and liabilities (i.e., reconciliation).
    - Monthly reconciliation and verification of cash balances with bank statements shall be made by employees who do not handle or record cash, or sign checks.
- Maintaining accounting records indicating the amounts budgeted for eligible activities and establishing Budget Controls (i.e. procedures to compare and control expenditures against approved budgets throughout the period of performance).
- Comparing actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments.
- Reporting deviations from budget and program plans and requesting approval for budget and program plan/scope revisions.
- Monitoring updated ARPA-SLFRF related regulations and guidance to continue integration into local implementation and/or financial management procedures.
- Reviewing, investigating, and/or reporting all claims of fraud, waste, or abuse related to ARPA-SLFRF addressing identified control risks and remediating plans while targeting continuous process improvements.
- Managing fixed assets through tracking and reporting to ensure compliance with Treasury guidance related to changes in use and disposition.

PROCEDURES FOR INVOICE REVIEWS & PAYMENTS

- An invoice is received and, if necessary, a request for payment is prepared by authorized staff and proper signatures obtained from the Department Head, Finance Director, and City Manager as authorized in original grant approval.

- The Finance Department of the City of La Marque reviews the invoice and compares it to the grant budget.

- Invoices must be approved by a city official involved in financial management oversight; this is the Finance Director. Approval is acknowledged by initialing the original invoice or through City Council action.

- Upon receipt of an approved and acknowledged invoice, the Accounts Payable Personnel records the expenditure and generates a check. Two signatures appear on the approved checks, which are either two of three approved personnel – City Manager, Finance Director, and/or the City Clerk. Checks are then disbursed to the appropriate vendors. The Finance Director and Accounts Payable Personnel are responsible for ensuring that checks are signed and disbursed within thirty (30) days of receiving invoices.

- Copies of the request for payment, invoice, canceled check copy, and bank statement showing receipt of grant money are retained in the grant file in the Finance Department.

- The City Manager and Finance Director authorize payments and issuance of checks. Two (2) signatures are required on each check – the City Manager, City Clerk, or Finance Director. The City's Finance Director and/or Accountant II is responsible for reconciling the monthly bank statements.

SECTION 6 – PROPERTY MANAGEMENT & DISPOSITION

The City provides safeguards for all property, whether cash or other assets. Personnel duties will be segregated to the extent practicable for the City such that the individual or personnel responsible for the physical custody of an asset will be distinct from the designated personnel keeping the records related to assets.

The City will continue to monitor, track, and assess that all assets are being used solely for authorized purposes. The City will provide proper reporting and resolve discrepancies according to Treasury and applicable Uniform Administrative requirements.

As outlined in the ARPA Final Rule FAQ*, except* for property, supplies, or equipment acquired using *revenue loss funds (EC 6.1)*, the City must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310-316), subject to the requirements set out in the Final Rule FAQ (13.16). During the period of performance, a recipient may use property, supplies, or equipment purchased or improved with ARPA funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.

If the City changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the City will follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i) or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.
Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband infrastructure pursuant to 31

Category	Use Requirements
	CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	Property, supplies, or equipment acquired with revenue loss funds are exempt from the use and disposition requirements of the Uniform Guidance, regardless of award size.
Premium Pay	N/A

If an asset's use shifts within the parameters of the eligible purpose according to the above table after the period of performance, no repayment would be required. For example, converting a hospital to a behavioral health facility would qualify as being used for the eligible purpose because both expenditures respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), so reimbursement to Treasury would be unnecessary.

If an asset's use shifts outside the parameters of the eligible purpose according to this table after the period of performance, then the City will follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

SECTION 7 – AUDITS

The City follows all prescribed federal, state, and local audit requirements. Specifically, for all federal funds, the *Uniform Guidance, Subpart F* provides additional standards for non-federal entities that expend $750,000 or more in federal awards during each fiscal year, including the requirement to have a single audit or program-specific audit.

- Single audits (or alternative audits, if applicable) are to be performed by independent public accounting firms engaged by the City.
- Costs for single audits are borne by the City and are allowable expenditures under ARPA-SLFRF.
- A program-specific audit may be conducted in lieu of a single audit only when ARPA funds are the only federal expenditures represented in a given fiscal year.

More specifically to ARPA-SLFRF and in lieu of a single audit, an "Alternative Compliance Examination Engagement" (ACEE) may also be applicable to the City for each fiscal year during the period of performance, if other (non-ARPA) federal expenditures *did not* exceed $750,000 beyond the ARPA expenditures.

If the City (and any of its subrecipients) <u>expends less</u> than $750,000 in a fiscal year in federal funds, a single audit or program-specific audit will NOT be required for that year.

As agreed, upon in the ARPA-SLFRF Award Terms and Conditions, all City records pertinent to the financial and programmatic aspects of the ARPA-SLFRF allocation will be fully accessible. The City (and its selected auditors) will consult the most up-to-date *Compliance Supplement* which provides information on the existing, important compliance requirements that the federal government expects to be considered for either the single audit or the alternative audit.

If single audits or program-specific audits are required, the City will submit the requisite audit reports to the Federal Audit Clearinghouse (FAC) thirty (30) to sixty (60) days after receipt of the auditor's report(s), or nine (9) months after the end of the fiscal year-end date, whichever comes first.

Alternative audits have the same completion timelines as single audits, but the audit report will be required to

be uploaded to the Treasury's portal (as outlined in the Treasury's *Alternative Compliance Examination Engagement Report User Guide) rather than to the* FAC.

At the completion of the audit, the City will prepare, in a document separate from the auditor's findings as described in the Audit Findings section, a corrective action plan to address each audit concern or finding included in the current year auditor's reports. The corrective action plan must provide the name(s) of the contact person(s) responsible for the corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

Corrective action means action taken by the City that:

a. Corrects identified deficiencies
b. Produces recommended improvements; or
c. Demonstrates that audit findings are either invalid or do not warrant auditee action.

The City considers continuous process improvement as critical to operations and will respond to all audit concerns in a timely manner.

Best Practice: To demonstrate a commitment to financial accountability and transparency, the City may also decide to obtain an annual independent financial statement audit, when practical. The City also produces internal financial statements at least quarterly, at a minimum, income statements and statements of financial position (balance sheet), which are monitored by leadership and the council.

SECTION 8 – STANDARD OF CONDUCT & CONFLICT OF INTEREST POLICY

The City will maintain a conflict-of-interest policy consistent with 2 CFR § 200.318(c) and that such conflict-of-interest policy will be applicable to each activity funded under this award.

City officials, employees, and affiliates may not have a direct or indirect interest, including financial and other interests, engage in a business transaction or professional activity, or incur an obligation of any nature that is in substantial conflict with the proper discharge of the officer or employee's duties in the public interest. By statute, officers and employees must comply with certain ethical responsibilities and disclosure obligations. The consequences for noncompliance may include a void contract, personal liability for ultra vires acts, or a criminal penalty. For specific information regarding the professional standards applicable to a particular business transaction, City employees or officers will consult with the City's legal counsel or other designated representative.

SECTION 9 – FINANCIAL RECORDS MANAGEMENT & RETENTION

The City will adhere to the following record-keeping policies, as agreed upon in the CLFRF Award Terms and Conditions and as outlined in 2 CFR 200.334-337.

a. The City will maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and all Treasury's regulations and guidance related to implementing that section.
b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, will have the right of access to records (electronic and otherwise) of the City to conduct audits or other investigations.
c. Records will be maintained by the City for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Accounting records will be maintained to adequately identify the source and application of funds provided for

ARPA-funded activities. Accounting records should also be fully supported by source documentation.

Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure. For example, source documentation on payments to contractors would include a request for payment, proof of inspection to verify work and materials, and canceled checks.

Financial records include, but are not limited to the following:

- Transaction registry documenting:
  - All invoices associated with each Request for Payment; and
  - Source of funds for each invoice (disbursed funds by activity, matching funds, and/or other funds)

- Although not limited to the list below, source documentation will typically include the following:
  - Executed contract/purchase agreements, with terms and conditions
  - Purchase orders, invoices, and contractor requests for payments
  - Purchase vouchers/receipts
  - Payrolls
  - Time and attendance records
  - Addendum record of direct deposit payments
  - Verification of deposits
  - Monthly bank statements with canceled checks
  - Check register/transaction ledger
  - Employee time sheets; if applicable
  - Equipment time record sheets
  - Property inventory
  - Performance/milestone reports or other status reports
  - Electronic Transfer Form (ETF), etc.

Additional documentation examples related to financial management include a chart of accounts, financial statements, audit reports and corrective action plans, procurement records (micro-small through formal competitive procurements), etc.

SECTION 10 – MONITORING & REPORTING

The City will comply with all Treasury reporting requirements and submit all expenditure data in a timely manner. Financial statements and reporting will be complete, current, and reviewed periodically to provide complete disclosure of the financial results of all federally sponsored projects or programs.

All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.

Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. The City will appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

Financial reporting will include Treasury-required data and will be aligned in accordance with [2 CFR 200.302], to include budgeted project amounts, advances/reimbursements received to date, actual expenditures/ disbursements, current encumbrances/obligations, program income (if applicable), and other miscellaneous receipts, and any unpaid requests for payments.

The City will report **obligations** and **expenditures** by project according to the corresponding Expenditure Category (EC). As noted in the Treasury's Compliance & Reporting Guidance, there are a wide range of eligible uses of the SLFRF funds, and the Treasury must be able to track how funds are used by recipients for oversight and transparency purposes.

ARPA reporting will follow the schedule and guidance outlined by the Treasury (shown below) and be accurate and specific in describing the project activity within the ARPA-SLFRF approved period of performance.

For the SLFRF program, reporting requirements vary by recipient type, as shown in the table that follows. Detailed instructions for the completion and submission of each report are covered in Part 2 of the *Compliance & Reporting Guidance*.

The reporting phase is anticipated to end once the ARPA funds are fully expended with a 0 balance, or April 30, 2027 (whichever is sooner).

Reporting Requirements by Recipient Type

<table>
<tr><th>Tier</th><th>Recipient</th><th>Interim Report</th><th>Project and Expenditure Report</th><th>Recovery Plan Performance Report</th></tr>
<tr><td>1</td><td>States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents</td><td rowspan="4">By August 31, 2021 or 60 days after receiving funding if funding was received by October 15, with expenditures by category.

Note: NEUs were not required to submit an Interim Report</td><td rowspan="3">By January 31, 2022, and then the last day of the month after the end of each quarter thereafter

Note: NEUs were not required to submit a Project and Expenditure Report on January 31, 2022. The first reporting date for NEUs was April 30, 2022.</td><td>By August 31, 2021 or 60 days after receiving funding, and annually thereafter by July 31</td></tr>
<tr><td>2</td><td>Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding, and NEUs that are allocated more than $10 million in SLFRF funding</td><td rowspan="3"></td></tr>
<tr><td>3</td><td>Tribal Governments that are allocated more than $30 million in SLFRF funding</td></tr>
<tr><td>4</td><td>Tribal Governments that are allocated less than $30 million in SLFRF funding</td><td>By April 30, 2022, and then annually thereafter</td></tr>
</table>

5	Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding, and NEUs that are allocated less than $10 million in SLFRF funding			

Note: Based on the period of performance, reports will be collected through April 30, 2027.

Monitoring Subrecipient Activities and Compliance

The City understands the requirements to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

Projects funded under the 6.1 Revenue Loss category are not subject to subrecipient designations or monitoring.

Except for projects classified under the revenue loss expenditure category, the City will clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

The City will also evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments will include factors such as prior experience in managing federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

The City will develop and adhere to written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

SECTION 11 – PROCUREMENT

The City as an ARPA Recipient will comply with the applicable requirements of the Uniform Guidance regarding procurement, contracting, and conflicts of interest and follow the applicable laws and regulations of our jurisdiction. When policies are overlapping or duplicated, the most stringent version will be followed.

Projects funded under the 6.1 Revenue Loss category are not subject to the procurement requirements outlined under 2 CFR 318-326 but are still required to follow the state and local requirements that the City typically adheres to for all local purchases.

Except for projects classified under the revenue loss expenditure category, the City will follow the ARPA required procurement requirements as prescribed, specifically in the uniform guidance 2 CFR 318-2 CFR 326.

To the extent practicable, the City will adapt established and standardized procurement materials and will ensure the ARPA-SLFRF provisions are included, as applicable. Authorized procurement specialists, legal, or other authorized City representatives will review all procurement and related contract content for quality prior to publication and execution.

Additionally, the City has written guidance outlining all procurement-related roles including levels of authorization and approvals necessary for all purchasing and contracting transactions.

Important procurement and contracting regulations from 2 CFR Part 200 that the City will follow include:

- Maintaining records to sufficiently detail the history of the procurement. These records include but are not necessarily limited to, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, basis for the contract price, the contract document, and any contract modifications with signatures of all parties.
- Setting up procurements in a manner providing full and open competition, outside of justifiable emergency purchases and/or sole source scenarios.
- Performing a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the procurement situation, but as a starting point, non-federal entities must make independent estimates before receiving bids or proposals.
- Ensuring "Cost Plus a Percentage of Cost and Percentage of Construction Costs" are avoided as these methods of contracting are not allowed under the Uniform Guidance (2 CFR § 200.324).
- Using time-and-materials-type contracts only after determining that no other contract is suitable and including a ceiling price that the contractor exceeds at its own risk.
- Maintaining oversight to ensure contractors perform according to the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 12 – COST PRINCIPLES

The Uniform Guidance (2 CFR 200 Subpart E) requires recipients of federal assistance to have written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the federal cost principles and the terms and conditions of the award.

The 2 CFR Part 200, Subpart E is applicable to expenditures under SLFRF unless stated otherwise. Given the purpose and very broad scope of eligible uses of the *revenue replacement funds (*≥$10M allocation), only a subset of the requirements in 2 CFR Part 200, Subpart E applies to the use of such funds, as follows:

- 2 CFR 200.400(a) - (c), and (e) Policy Guide
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs; and
- 200.404(e) Reasonable costs.

Allowable: As outlined in 2 CFR § 200.403, a cost is allowable when it is compliant with the terms and conditions of the federal award and implementing agency regulations, and the Uniform Guidance (UG).

Allocable: As outlined in 2 CFR § 200.405, a cost is allocable if either (1) it is incurred solely to benefit an ARPA-SLFRF-eligible project, or (2) it benefits both an ARPA/SLFRF-eligible project and another ARPA-SLFRF-eligible project or other work of the local government, in proportions that can be approximated using reasonable methods. A local government must use a consistent method for allocating costs. Some costs will be charged directly to the grant award and other costs may be included in an indirect cost pool.

Reasonable: As described in 2 CFR § 200.404 cost is reasonable when, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; federal, state, local, and other laws and regulations; and terms and conditions of the federal award;
- Market prices for comparable goods or services for the geographic area.

Consistently applied: A cost is consistently applied when it is applied uniformly to both federally funded and other activities of the local government.

Properly documented: A local government must document its allocation method and its system of internal controls that provide reasonable assurance that amounts charged are accurate, allowable, and properly allocated.

Below is a list of allowable costs, allowable costs with restrictions, and unallowable costs that will be considered prior to project selection, obligations, and subsequent disbursement approvals.

Unallowable Activities & Costs

In addition to the Treasury's specifically stated ineligible costs, listed in ***Section 4 – Ineligible Costs and Recoupment***, other unallowable costs include unnecessary costs that are not needed or required to achieve the objectives of the ARPA Terms and Conditions, 31 CFR Part 35 – the Final Rule, and the Project & Expenditure Guidance.

Fiscal Recovery Funds are also subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200 – the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. These cost principles include restrictions that would apply to all federal awards unless otherwise stated.

The following are example cost types that are not allowed (or unallowed with some exceptions) according to 2 CFR 200.400, Subpart E:

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Alcoholic Beverages	2 CFR §200.423	Unallowable
Bad Debts	2 CFR §200.426	Any losses arising from uncollected accounts and other claims, and related costs are unallowable
Contingency Provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and Donations	2 CFR §200.434	Costs of contributions and donations, including cash, property, and services from the recipient to other entities is unallowable
Certain Depreciation or Use Allowances	2 CFR §200.436	Unallowable on any portion of the buildings and equipment purchased with Federal funds or contributed to

Selected Items of Cost	Uniform Guidance General Reference	Allowability
		meet statutory matching requirements
Funds to Benefit Political Campaigns	NA	Unallowable
Entertainment	2 CFR §200.438	Although minor exceptions may apply, costs for amusement, social activities, ceremonials, hospitality, and activities relating thereto, such as meals, lodging, rentals, transportation, and gratuities are unallowable
Fines and Penalties	2 CFR §200.441	Resulting from violations of, or failure to comply with Federal, State, and local laws and regulations are unallowable. Some exceptions apply
Fundraising	2 CFR § 200.442	Includes costs of organized fundraising, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions are unallowable. Some exceptions apply
*General Costs of Government	2 CFR § 200.444	Exceptions apply, most particularly under *EC 6.1 Revenue Loss cost allocations under ARPA – SLFRF*, but otherwise unallowable
Goods and Services for Personal Use	2 CFR § 200.445	Goods and services for personal use are unallowable although some exceptions may apply for housing
Idle Facilities and Idle Capacity	2 CFR § 200.446	Idle facilities – unallowable with exceptions; Idle capacity – allowable with restrictions
Lobbying Costs – includes direct legislative lobbying and grassroots lobbying	2 CFR §200.450	Unallowable
Losses on Other Awards or Contracts	2 CFR § 200.451	Unallowable
Organization Costs	2 CFR § 200.455	Unallowable unless federal prior approval
Participant Support Costs	2 CFR § 200.456	Only allowable with prior approval of the federal awarding agency
Selling and Marketing Costs	2 CFR § 200.467	Unallowable with exceptions
Student Activity Costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award

Allowable Costs

In addition to the enumerated expenditure categories and other generally allowable activities/costs outlined in 31 CFR Part 35 – the Final Rule, the Project & Expenditure Report User Guide, the FAQs, and other Treasury source

guides, the following summarized costs are typically allowable federal costs (although most of the following cost categories have *restrictions*) according to 2 CFR 200.400, Subpart E:

Selected Items of Cost	Uniform Guidance General Reference	Allowability
**** All expenditures using Revenue Loss funds (EC 6.1) should follow local policies for prudent spending and may have a broader coverage of allowable costs.***		
Advertising and Public Relations	2 CFR § 200.421	Allowable with restrictions
Advisory Councils	2 CFR § 200.422	Allowable with restrictions
Bonding Costs	2 CFR § 200.427	Allowable with restrictions
Collection of Improper Payments	2 CFR § 200.428	Allowable
Compensation – Personal Services	2 CFR § 200.430	Special conditions apply [e.g., § 200.430(i)(5)]
Compensation – Fringe Benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee Health and Welfare Costs	2 CFR § 200.437	Allowable with restrictions
Exchange Rates	2 CFR § 200.440	Allowable with restrictions
Insurance and Indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual Property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Maintenance and Repair Costs	2 CFR § 200.452	Allowable with restrictions
Materials and Supplies Costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, Subscriptions, and Professional Activity Costs	2 CFR § 200.454	Restrictions apply and unallowable for lobbying organizations
Plant and Security Costs	2 CFR § 200.457	Allowable; capital expenditures are subject to 2 CFR § 200.439
Professional Services Costs	2 CFR § 200.459	Allowable with restrictions
Proposal Costs	2 CFR § 200.460	Allowable with restrictions
Publication and Printing Costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and Reconversion Costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting Costs	2 CFR § 200.463	Allowable with restrictions
Relocation Costs of Employees	2 CFR § 200.464	Allowable with restrictions

Selected Items of Cost	Uniform Guidance General Reference	Allowability
**** All expenditures using Revenue Loss funds (EC 6.1) should follow local policies for prudent spending and may have a broader coverage of allowable costs.***		
Rental Costs of Real Property and Equipment	2 CFR § 200.465	Allowable with restrictions
Specialized Service Facilities	2 CFR § 200.468	Allowable with restrictions
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination Costs	2 CFR § 200.472	Allowable with restrictions
Training and Education Costs	2 CFR § 200.473	Allowable with restrictions, for employee development
Transportation Costs	2 CFR § 200.474	Allowable with restrictions
Travel Costs	2 CFR § 200.475	Allowable with restrictions

The City understands funds may be used for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, direct and indirect costs may be charged to their ARPA award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403.

Direct costs are those that are identified specifically as costs of implementing the ARPA program objectives, such as contract support, materials, and supplies for a project.

Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARPA award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and the City will not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

Also review ***Section 15 – Match, Braided Funds & Loans*** for more specific details on allowable and unallowable cost scenarios.

Below are the City's procedures for determining reasonableness, allocability, and allowability of costs:

A. **Review and understand the Treasury's Award Terms and Conditions** as well as the federal cost principles that govern the project funding.
B. **Determine allowability, allocability, and cost reasonableness of all activities funded by ARPA-SLFRF and associated costs.** The initial assessment will be conducted at the project identification or selection stage to ensure eligibility, and then ongoing reviews and evaluations will continue throughout the course of the project prior to each invoice approval or disbursement.
    a. Measures to assess reasonableness will vary based on the items and context of the purchase. Micro and Small purchase types will be informal whereas formal purchases may require more analysis. The City will use approaches such as individual itemized cost analysis or total price comparisons when multiple vendors bid on items. Independent cost estimates and market research will often be conducted to assess and compare prices. Historical price data and pricing based on prior competitions for similar purchase types may also be used as a means to assess cost reasonableness.

C. **Monitor, track, and report funds** routinely against approved budgets, obligations, and expenditures and identify direct and indirect costs. Keep all records organized and easily accessible for potential audits or reviews.
D. **Document the process**. The City will maintain thorough documentation to support determinations and all associated costs.
E. **Seek Guidance**. The City will seek guidance when there is uncertainty or complexity in the determination process by consulting with appropriate personnel such as financial officers, legal advisers, internal auditors, or grant administrators. Also, the City will seek clarification from the funding agency as needed to ensure that costs meet the necessary standards.
F. **Implementing Corrective Actions**. If any costs are later found to be unreasonable, unallocable, or unallowable, the City will assess most appropriate actions and ensure process improvements are documented and implemented into ongoing operations. This may involve reallocating costs, adjusting budgets, or seeking approval for cost transfers or other remedies per the requirements provided by the Treasury and outlined in the Uniform Guidance.

SECTION 13 – CASH MANAGEMENT & DISBURSEMENTS

The City will budget, forecast, and routinely analyze cash flow statements. In addition to the City's established financial management procedures and related internal controls, efficient cash management ensures that funds are used optimally, and timely disbursements are made for all ARPA-SLFRF-funded activities. This City will ensure that all disbursements align with federal, state, and local policies.

While not stated specifically in the Final Rule, the Treasury does not require or have a preference as to the payment structure for recipients that transfer funds to subrecipients (e.g., advance payments, reimbursement basis, etc.). Ultimately, it is the City's responsibility to comply with the eligible use requirements and any other applicable laws or requirements and are responsible for the actions of their subrecipients or beneficiaries.
The City may first opt for reimbursement-based payments, when feasible. However, the City will ultimately determine the most effective approach to accomplish the objectives of the project. All disbursements will be for allowable, allocable, and reasonable costs and will be supported by legal agreements and/or other relevant source of documentation.

Not limited to the following examples but as part of internal control policies related to cash management and disbursements, the City uses prenumbered checks for all disbursements made by check. Unused check supplies are stored in a secure location with only authorized representatives having access. Blank checks are not to be signed in advance; checks are never made payable to cash, and checks are made only by representatives who are also not authorized to sign them. Authorized check signers must thoroughly review invoices and supporting documents and verify the receipt of all goods and services. Disbursements are only made to authorized vendors, and all employees have a secure personnel file that at a minimum includes hiring authorization, salary history, hours authorized to work, federal and state withholding forms, health insurance and retirement deduction information, and authorization for all other payroll deductions.

SECTION 14 – PROGRAM INCOME

Program income policies and procedures under the American Rescue Plan Act's State and Local Fiscal Recovery Fund (ARPA-SLFRF) help ensure fiscal responsibility and regulatory compliance while maximizing the impact of federal assistance. Program Income, when applicable to the project, will be identified, tracked, reported, and appropriately utilized.

As clarified in the Final Rule FAQ 13.15, program income requirements of 2 CFR 200.307 do not apply under the revenue loss (EC 6.1) eligible use category. As such, recipients may maintain program income, which will not be considered an addition to the federal award.

Per Uniform Guidance definitions in 2 CFR 200.1, Program Income means gross income earned by the non-federal entity (the ARPA Recipient and its subrecipients) that is directly generated by a supported activity or earned as a result of the federal award (ARPA-SLFRF allocation) during the *period of performance* except as provided in § 200.307(f).

The U.S. Department of the Treasury has clarified in its Final Rule FAQs that recipients may add program income to the federal award. Any program income generated from SLFRF funds must be used for these purposes and under the conditions of the federal award.

Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. For any SLFRF funded loans, the City will follow Treasury's guidance on tracking and disposing of program income from loans, consistent with the statutory requirements and timing of SLFRF expenditures.

Program income does *not* include:

- Interest earned on advances of federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts;
- Income earned from the investment of initial proceeds of a grant advance from the U.S. Treasury;
- Proceeds from subrecipient fundraising activities;
- Taxes, special assessments, levies, fines, and other such revenues raised by a non-federal entity are not program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income;
- Proceeds from the sale of real property, equipment, or supplies are not program income; such proceeds will be handled in accordance with the requirements of the Property Standards §§ 200.311, 200.313, and 200.314, or as specifically identified in federal statutes, regulations, or the terms and conditions of the federal award.

SECTION 15 – MATCH, BRAIDED FUNDS, & LOANS

LOANS

SLFRF funds may be used to make loans, provided that the loan supports an activity that is an eligible use of funds, the SLFRF funds used to make the loan are obligated by December 31, 2024, and expended by December 31, 2026, and the cost of the loan is tracked and reported in accordance with the Final Rule.

In using SLFRF funds to make loans, recipients must be able to determine the amount of funds used to make a loan and must comply with Treasury guidance, all restrictions on the timing of the use of funds, and restrictions in the Uniform Guidance.

MATCH

SLFRF funds may be but are not required to be used along with other funding sources for a given project. As indicated by Treasury, the City understands that ARPA-SLFRF funds available under the "revenue loss" eligible use category generally may be used to meet the non-federal cost-share or matching requirements of other federal programs.

If the City decides to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it will first be confirmed with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of ARPA-SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the ARPA-SLFRF funds for the match or cost-share requirement.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the *Infrastructure Investment and Jobs Act (IIJA)* provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. The final rule will be consulted for further details if the City's seeks to utilize ARPA-SLFRF funds as a match for these projects.

BRAIDED FUNDS

Blending and braiding refers to using multiple sources of funding for complementary purposes and provided that the costs are eligible costs under each source program and compliant with all other related statutory and regulatory requirements and policies, including restrictions on use of funds, is allowable under ARPA-SLFRF.

The use of ARPA-SLFRF funds on all braided projects would be subject to the (December 31, 2024) deadline on obligating funds and no later than (December 21, 2026), for expending funds and the ARPA portion of the funding must cover an eligible use of funds. The City will report to Treasury on the date and amount of SLFRF funds obligated and expended for any portion of a project covered by ARPA funds.

SECTION 16 – CLOSEOUT

As outlined in § 200.344, the federal awarding agency or pass-through entity will close out the federal award when it determines that all applicable administrative actions and all required work of the federal award have been completed by the City.

The City must submit, no later than one hundred twenty (120) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the ARPA-SLFRF award.

A subrecipient must submit to the City, no later than ninety (90) calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award.

The City must promptly refund any balances of unobligated and/or unexpended funds. See OMB Circular A-129 and see § 200.346, for requirements regarding unreturned amounts that become delinquent debts.

If the City does not submit all reports in accordance with uniform guidance requirements and the terms and conditions of the federal award, the City is aware the federal awarding agency will proceed to close out with the information available within one (1) year of the period of performance end date.

If the City does not submit all reports in accordance with this section within one (1) year of the period of performance end date, the federal awarding agency must report the non-federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per § 200.339.

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025
Agenda Item: 9.IV.
Prepared by:
Reviewed by:
Department: Administration

AGENDA ITEM DESCRIPTION:
Considering a contract between the City of La Marque and Bon Tem Rouler (BTR) for Bayou Fest 2026 - *Finance / Legal*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:
Unknown

BTR Cajun Throwdown at Bayou Fest
CONTRACT AGREEMENT
FY 2026

This Exclusive Agreement and Contract (hereinafter “Agreement") is entered into this ___th day of November 2025; by and between BTR Caring for Kids (hereafter “BTR CFK”) and the City of La Marque (hereinafter “City"), also known collectively as " the parties".

BTR CFK and City have reached an agreement for fiscal year 2026 for BTR CFK to plan, organize, promote, and manage an event known as the " BTR Cajun Throwdown at Bayou Fest", which will take place in La Marque, Texas.

The parties acknowledge that this event (requiring a total eight days of Highland Bayou Park reservation) is expected to have a direct positive financial effect on the City' s business community due to the increased usage, sales tax, permit fees and hotel occupancy tax revenue that the City collects as a result of this event during a shoulder season period.

The City Manager is designated by the City Council to implement, administer, and enforce this agreement.

The parties agree as follows:

Term:
1. The original term of this agreement shall be from the date of execution through September 30, 2026, unless sooner terminated or amended as provided by the terms of this agreement.

2. Dates: The event produced by BTR CFK for FY 2026: Wednesday, April 8, 2026, at 12: 01 A.M. through Wednesday, April 15, 2026, at 11: 59 P.M. City agrees that for the Term of this Agreement, it will not accept or approve any other Special Event applications for Highland Bayou Park on the dates set out in Section 2.

3. Venues: The event shall take place in La Marque, specifically Highland Bayou Park and adjacent roadways. Traffic assistance shall be provided by BTR CFK on the days event is open to the public, into and out of Highland Bayou Park. BTR CFK shall be responsible for all activities in this area and shall be in compliance with all TxDOT and city laws, rules, and regulations.
THE CITY RESERVES THE RIGHT TO AMEND ANY STREET CLOSURE DUE TO PUBLIC SAFETY OR OTHER CONCERNS. THESE CONCERNS INCLUDE BUT ARE NOT LIMITED TO THE CITY' S ABILITY TO DELIVER POLICE, FIRE AND EMERGENCY MEDICAL SERVICES TO THE EVENT LOCATION AND IN THE VICINITY OF THE EVENT LOCATION. IF THE ISSUES REQUIRING THE AMENDMENT ARE GENERAL PUBLIC CONCERNS, BTR CFK SHALL BE INFORMED OF THESE CONCERNS AND SHALL HAVE THE RIGHT TO TRY TO RESOLVE THEM,

4. Vendors: BTR CFK shall have the exclusive right to assign and sell space in the utilized City public areas in accordance with City codes and retain 100% of the proceeds, less any applicable fees and taxes. Vendors shall obtain all required permits and inspections. The City shall retain the right to remove vendors that are blocking public access ,have not obtained required permits, or for health and safety violations.

Load-in for vendors will commence as follows:

On all city property at 8:00 AM on Friday.
All vendors must be removed from city property by 12:00 P.M. on Sunday morning following the event. BTR CFK shall inform all vendors that they must designate the City for sales tax revenue

purposes and shall provide a complete list of all vendors and vendor contact information to the City within five (5) business days following the event to assist with sales tax enforcement.

The City agrees to enforce all existing codes, laws and statutes regarding temporary outside vendor sales.

BTR CFK shall ensure all food vendors shall properly dispose of all cooking grease utilizing grease disposal containers and follow other local and state health code requirements. All food vendors are to be self-contained and are not allowed to dump any food, grease or trash on the ground as well as following regulations. This will be monitored by city staff.
BTR CFK will encourage vendors to avoid the use of disposable plastic shopping bags.
BTR CFK Permits: Subject to all required Health and Safety permits and inspections, the City agrees that BTR CFK shall not be required to obtain a separate special events permit or noise permit other than this Agreement in connection with the Events.

5. City Contracts not with BTR CFK: City shall attempt to secure permission from PraxAir and Waste Management to use funds previously allocated by those entities to Bayou Fest to BTR Cajun Throwdown at Bayou Fest and BTR CFK shall list those entities as sponsors.

6. Beverages: City and BTR CFK agree that, in order to bear the expenses of producing the event, BTR CFK must be able to sell vendor space to vendors with temporary permits from the Texas Alcoholic Beverage Commission, enabling them to sell alcoholic beverages to event participants in any and all event areas, subject to state and local alcoholic beverage regulations. BTR CFK further agrees that the sale of glass beverage containers shall be prohibited for all teams and vendors with exception of the Wine Garden concessionaire.

7. Event Name, Advertising and Signage: The City and BTR CFK agree that, in order to bear the expense of producing the event, BTR CFK must (and shall) have the exclusive right to sell advertising and sponsorship regarding the event which involves any use of City property and retain 100% of the revenue. In addition, BTR CFK shall have the exclusive right to regulate and grant permits for all event related signage in the event areas and around the perimeter of the event areas. For purposes of this agreement, the "perimeter of the event areas" shall mean the outermost edges of the venue as approved by Council and depicted in its approved plan.

Accordingly, the City shall not issue permits to any person or entity for other signs to be posted in or around the perimeter of the event area during the event. Instead, inquiries regarding such signage shall be referred to BTR CFK. BTR CFK may post other signs or may allow its permittees to do so at any time during the event or in the period leading up to the event, which could extend to 90 days. Neither BTR CFK nor its permittees shall be required to obtain any permit from the City with regard to such signs. If BTR CFK informs the City during the allotted event lead up and during event of a sign posted without BTR CFK' s consent, the City will use its best efforts to cause the sign to be promptly removed. BTR CFK (at its own risk) may remove any signs posted without its consent, if the City does not promptly remove such signs or cause them to be promptly removed. This section does not apply to private properties.

8. Parking: City and BTR CFK agree that, in order to bear the expense of producing the event, BTR CFK must be able to sell parking, parking permits, and " thru traffic" permits and retain 100% of the revenue less any applicable taxes and fees. Accordingly, BTR CFK has the exclusive right during the event to sell and/ or advertise and/ or utilize the temporarily closed public area for parking/ thru traffic purposes, subject to plan review and approval by the City Manager or their designee. Vehicles are not allowed on esplanades or sidewalks at any time without prior City Manager/ design approval. The City shall retain the right to open any public parking areas that are blocking public access for health and safety requirements. The City will provide parking blockades at BTR CFK’s cost, to assist in preventing parking on the thorough way side of the main road in and out of the park.

9. Required Facilities: All trash containers, recycling containers, portable toilets, barriers, barricades, etc., will be provided as follows:

Trash Containers (BTR CFK)
Recycling Containers (BTR CFK)
Dumpsters (BTR CFK)
Portable Toilets (BTR CFK)
Barricades and barriers (BTR CFK)

10. BTR CFK shall directly hire city personnel for security, fire/emergency medical, code enforcement, and sanitation as agreed upon by BTR CFK and the designated City Departments as applicable. BTR CFK will utilize La Marque Ambulance Service for emergency medical services. BTR CFK will pay security, fire/emergency medical, and code enforcement hired by BTR CFK directly to the individual employees. BTR CFK shall hire certified peace officers to provide security for crowd and traffic control, based on projected attendance. BTR CFK shall coordinate a security plan with the City of La Marque Police Department that must be approved by the Chief of Police for determination of law enforcement officer staffing reasonably required to provide security services. Such law enforcement officers shall be paid directly by BTR CFK within five (5) business days following the event.
Payment for services made directly to personnel (security, fire and code enforcement) shall be made by BTR CFK no later than the Friday following the event.

11. Musical Entertainment: BTR CFK intends to provide musical entertainment for event attendees/ participants at stages set up within the event area/venue. BTR CFK shall comply with City noise and amplified sound regulations. BTR CFK agrees to set up stages to direct the amplified sound away from surrounding neighborhoods and hospitals. City agrees that it will not unreasonably withhold permission and public relations access to the musical entertainment, which will conclude at 12: 00 A.M. BTR CFK shall attempt to control the quality of musical content to avoid community offensive language and presentation.

12. Air Devices/Blimp(s): BTR CFK will provide its sponsors not its vendors, with the opportunity to display inflatable air devices and hot air balloon at/during the event and City agrees to not unreasonably withhold permission/ access regarding same. Any devices shall be applied for and approved by the City at least sixty (60) days prior to event dates.

13. Media Coverage: BTR CFK reserves the right to invite local and national news media to attend the event and the City agrees not to unreasonably interfere with same. BTR CFK agrees to provide the City courtesy copies of all printed material (posters, flyers, etc.) and share other media. As this is not an official City event, BTR CFK will not submit or be required to obtain City approval for this or any media coverage.

14. Restoration of City Property: BTR CFK shall promptly repair and restore any City property damaged by BTR CFK, its vendors, or its attendees during the event.

15. Insurance: BTR CFK shall obtain a general liability insurance policy regarding and covering the event from an insurance carrier licensed to do business in the State of Texas in an aggregate coverage amount of not less than $2,500,000 and to have the following entity named as additional insured: City of La Marque. Policy to be delivered ten (10) days prior to the event.
Insurance shall also provide for additional endorsement for alcoholic operations, owned and non-owned, rented vehicles and BTR CFK shall seek similar insurance certificates from their vendors as feasible, with same additional insured requirements. The insurance shall be secured on an Occurrence Basis".

16. Existing City Ordinances: BTR CFK will comply with all City ordinances in place at the time of the execution of this document and those subsequently approved. BTR CFK shall retain the option of terminating this agreement based on any future ordinance changes.

17. Force Majeure: Neither party shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed, or prevented by force majeure, which shall mean, but is not limited to, acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, hurricanes, natural disasters, pandemics and any other cause not reasonably within the control of the parties hereto, and which by the exercise of due diligence either party is unable, wholly or in part to prevent or overcome. The party that is unable to carry out its responsibility shall notify the other party in writing within a reasonable time prior to the event. The notice shall suspend the responsible party' s duty to perform while the force majeure event is ongoing.

18. Contractual: This Agreement is entered into and performable under the laws of Texas and venue for any dispute arising under this Agreement shall be in Galveston County.

19. Severance: If any part of the Agreement is held to be invalid or illegal, then that part of the agreement is severed, and the entire remaining Agreement remains in full force and effect.

20. Authority: By their signatures hereon, each signatory holds out and affirms that he or she has full authority to enter into each and every part of this Agreement on behalf of the entity he or she represents and that the other party can rely on same.

21. Termination:

a) City reserves the right to terminate this Agreement if the City Manager determines that a material breach of the Agreement has occurred, and that the breach has not been cured, or that good faith efforts to so cure have not commenced within 10 days after BTR CFK has received written notice of the alleged breach. The language related to " good faith effort" above shall not apply to a failure to pay money, in which the breach must be cured within the 10-day period.

b) Termination for public safety concerns: This agreement may be terminated, or modified in whole or in part, by the City of La Marque, if in the sole opinion of the City Manager a threat to the public safety exists which poses an undue risk of harm to people or public property. The decision of the City Manager that a public threat exists is final and BTR CFK agrees to abide by that decision without further recourse. BTR CFK further agrees that this contract is executed by the City as a governmental, and not proprietary, function. In the event the City Manager determines that a threat to public safety exists which requires termination or modification of this agreement, such determination will be communicated to BTR CFK as soon as is practicable. BTR CFK shall retain the option of terminating this agreement based on its inability to fulfil the obligations of the contract. A written notice of termination under this provision shall be supplied to the City Manager' s office 60 days prior to the events opening date.

22. BTR CFK will meet with and work with the City Manager providing a summary report after the conclusion of the event. Details will be agreed upon between BTR CFK officials and the City Manager.

23. The Parties acknowledge that certain businesses, organizations, or individuals ("Outside Entities") may pledge or contribute funds, in-kind goods, or services ("Pledged Funds") designated specifically to support the Event.

24. Indemnification: **BTR CFK HEREBY COVENANTS AND AGREES THAT IT WILL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ASSOCIATED LEGAL EXPENSES AND COSTS (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF OR RELATING TO THE EVENT, INCLUDING BUT NOT LIMITED TO THOSE FOR DAMAGE TO PROPERTY OR INJURY TO OR**

DEATH OF PERSONS INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY AND ANY CITY EMPLOYEE BUT EXCLUDING THOSE CLAIMS ARISING FROM THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY OR ANY CITY EMPLOYEE.

IN THE EVENT OF ANY CLAIM FOR WHICH CITY MAY BE ENTITLED TO DEFENSE AND INDEMNIFICATION UNDER THE ABOVE PARAGRAPH, CITY SHALL PROVIDE BTR CFK WITH TIMELYPROMPT WRITTEN NOTICE OF SUCH CLAIM. THEREAFTER, BTR CFK SHALL FAITHFULLY AND COMPLETELY DEFEND AND PROTECT CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM SUCH CLAIM. IF BTR CFK SHOULD FAIL TO SO DEFEND, CITY MAY DEFEND, PAY OR, BUT IN NO EVENT LATER THAN TEN (10) BUSINESS DAYS AFTER CITY BECOMES AWARE OF THE CLAIM. THEREAFTER, BTR CFK SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DEFEND CITY AGAINST SUCH CLAIM WITH COUNSEL REASONABLY ACCEPTABLE TO CITY. THE CITY SHALL COOPERATE FULLY IN SUCH DEFENSE. BTR CFK SHALL NOT SETTLE THEANY CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST BTR CFK FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM.WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. IF BTR CFK FAILS TO UNDERTAKE DEFENSE WITHIN THIRTY (30) DAYS OF RECEIVING NOTICE, CITY MAY DEFEND THE CLAIM, BUT SHALL NOT SETTLE WITHOUT PROVIDING BTR CFK REASONABLE NOTICE AND OPPORTUNITY TO PARTICIPATE, AND CITY SHALL MITIGATE DAMAGES TO THE EXTENT REASONABLY POSSIBLE.

25. Notice: Any written notice regarding or pursuant to this Agreement regarding BTR CFK shall be sent to:

Daniel 'Tiny' Guidry; President/Chair, Board of Directors
BTR Caring for Kids; 414 Forest Village Circle, La Marque, Texas 77568;
tinybtrcfk@gmail.com

Any written notice regarding or pursuant to this Agreement regarding the City shall be sent to:

City Manager
City of La Marque; 1111 Bayou Rd; La Marque, TX 77568
b.holly@cityoflamarque.org

With copy to:

City Attorney;
1111 Bayou Rd; La Marque, TX 77568
gknebel@millsshirley.com

City Of La Marque, Texas	BTR CFK
_____	_____
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025 Agenda Item: 9.V.
Prepared by: Reviewed by:
Department: Development Services

AGENDA ITEM DESCRIPTION:
Approving a re-plat of two (2) unrestricted reserves totaling 412.171 acres, being a partial replant of SUBDIVISION M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS - *Development Services*

STAFF BRIEFING:
The plat meets all applicable plat regulations, and staff recommends approval.

The Texas City Terminal Railway filed a Re-Plat application with the requests for a Lot consolidation, abandon existing roadways & platted easements, and create two Unrestricted Reserves.

This application was filed after the designated timeline for the Planning and Zoning Commission's October Agenda. Due to a 30-day legal requirement to go before the Planning and Zoning Commission, this item is being presented directly to the City Council.

HISTORY:
10.14.2025 - Application filed with Development Services
10.28.2025 - P&Z Meeting canceled due to notifications to the public not being sent as required for all items on the agenda.
10.29.2025 - Due to legal requirements on timelines of 30-days to go before the Commission, this item was placed on Council Agenda to satisfy the time requirement.

FISCAL IMPACT:
Council waived all fees.

CITY OF LA MARQUE

"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9204 Permits@CityOfLaMarque.Org

Plat Application

Proposed Plat Name: Galveston Bay Industrial Park

Galveston County Property Tax ID #(s): 196306, 196257, 196502

Legal Description: 412.171 acres out of Divisions M,N,O,P,W,&X Cook & Stewart and Highland Park Annex

Type of Plat: (check one) Preliminary Plat ☐ Re-Plat ☑ Final Plat ☐ Amending Plat ☐

Surveyor: Robert D Ellis - Tx Reg 4006 **Email** **Phone:**

Plat Description (example: lot consolidation, dividing into two parcels, etc.):
Lot consolidation, abandon existing roadways & platted easements, create two Unrestricted Reserves

Applicant/ Company Name: Ellis Surveying Services LLC

Contact Name: Robert Ellis

Contact Email: robert@ellissurvey.com **Contact Phone:** 409-938-8700

Contact Mailing Address: 2805 25th Ave. N Texas City, Tx 77590

Owner Name: Texas City Terminal Railway

Email: jmatter@tctrr.com **Phone:** 409-945-4461

Mailing Address: 2425 Highway 146N Texas City, Tx 77590

Application Checklist

- ☑ **Plat** in the form required for filing (2 mylars, 2 paper copies) electronic submittal of plat allowed for processing
- ☐ **Site Plan** (to scale) **with Existing Improvements, Developments and Property Lines** (If this information is not on the plat)
- ☑ **Current Tax Certificates** (Original required for filing with County Clerk)
- ☑ **City Planning Letter / Title Report** (must be within 30 days of plat application)
- ☑ **Agency Letter** (If the owner is not the applicant, the owner must sign below or provide a letter giving the applicant written authorization to submit this plat application on the owner's behalf - (not required for preliminary plats)
- ☐ **Lien-holder Subordination Agreement** (If there is a lien on any part of the property, this shall be required)
- ☑ **Application Fee**

Fee Schedule:
Preliminary Plat: $750.00 + $20.00 Per lot, $100.00 per reserve acre
Re-plat: $750.00 + $20.00 per lot, $110.00 per reserve acre
Final Plat: $750.00 + $20.00 per lot, $110.00 per reserve acre

***Please see schedule of fees adopted as of - 9/8/2022**

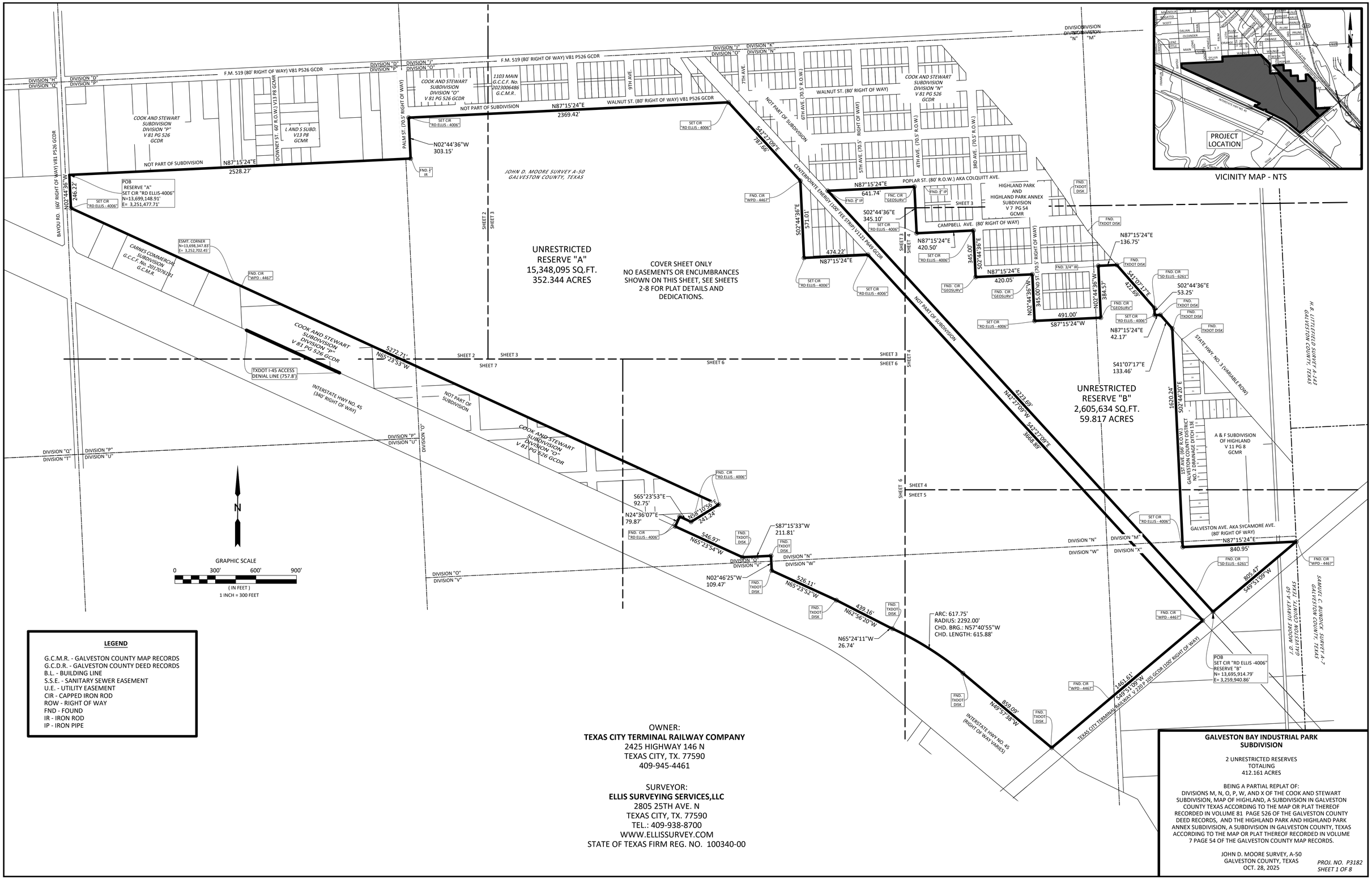
Applicant Certificate

I affirm the statements contained in this application are true and correct to the best of my knowledge.

Signature of owner: Jeffrey D Matter **Date:** October 9, 2025

Signature of applicant: **Date:** 10/14/2025

Email Submission: Permits@CityOfLaMarque.org



LEGEND

G.C.M.R. - GALVESTON COUNTY MAP RECORDS
G.C.D.R. - GALVESTON COUNTY DEED RECORDS
B.L. - BUILDING LINE
S.S.E. - SANITARY SEWER EASEMENT
U.E. - UTILITY EASEMENT
CIR - CAPPED IRON ROD
ROW - RIGHT OF WAY
FND - FOUND
IR - IRON ROD
IP - IRON PIPE

OWNER:
TEXAS CITY TERMINAL RAILWAY COMPANY
2425 HIGHWAY 146 N
TEXAS CITY, TX. 77590
409-945-4461

SURVEYOR:
ELLIS SURVEYING SERVICES,LLC
2805 25TH AVE. N
TEXAS CITY, TX. 77590
TEL.: 409-938-8700
WWW.ELLISSURVEY.COM
STATE OF TEXAS FIRM REG. NO. 100340-00

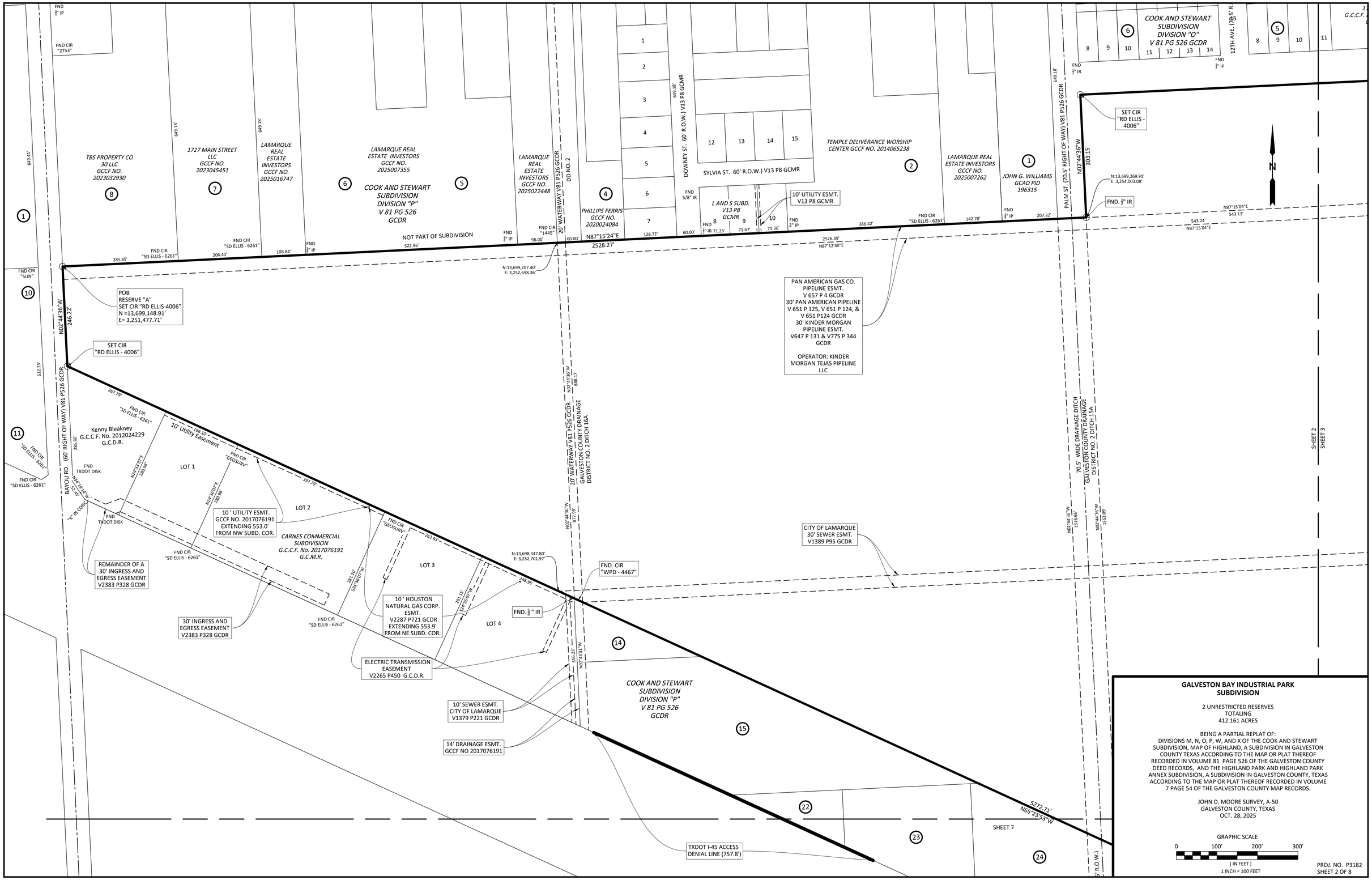
GALVESTON BAY INDUSTRIAL PARK SUBDIVISION

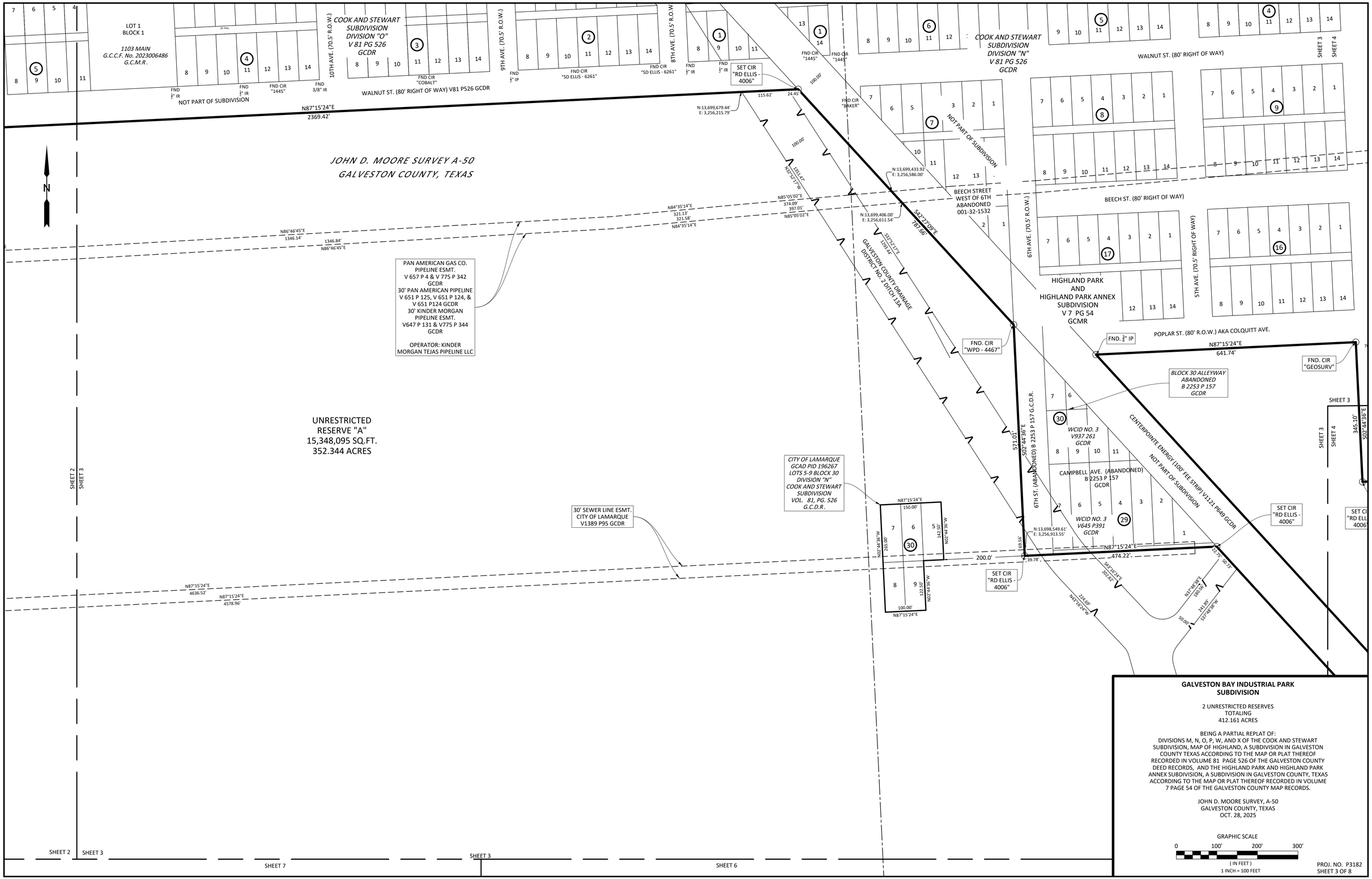
2 UNRESTRICTED RESERVES
TOTALING
412.161 ACRES

BEING A PARTIAL REPLAT OF:
DIVISIONS M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS.

JOHN D. MOORE SURVEY, A-50
GALVESTON COUNTY, TEXAS
OCT. 28, 2025

PROJ. NO. P3182
SHEET 1 OF 8


TBS PROPERTY CO 30 LLC GCCF NO. 2023032930
1727 MAIN STREET LLC GCCF NO. 2023045451
LAMARQUE REAL ESTATE INVESTORS GCCF NO. 2025016747
LAMARQUE REAL ESTATE INVESTORS GCCF NO. 2025007355
COOK AND STEWART SUBDIVISION DIVISION "P" V 81 PG 526 GCDR
NOT PART OF SUBDIVISION
LAMARQUE REAL ESTATE INVESTORS GCCF NO. 2025022448
20' WATERWAY V81 P526 GCDR
DD NO. 2
PHILLIPS FERRIS GCCF NO. 2020024084
DOWNEY ST. 60' R.O.W.) V13 P8 GCMR
SYLVIA ST. 60' R.O.W.) V13 P8 GCMR
L AND S SUBD. V13 P8 GCMR
10' UTILITY ESMT. V13 P8 GCMR
TEMPLE DELIVERANCE WORSHIP CENTER GCCF NO. 2014065238
LAMARQUE REAL ESTATE INVESTORS GCCF NO. 2025007262
JOHN G. WILLIAMS GCAD PID 196315
PALM ST. (70.5' RIGHT OF WAY) V81 P526 GCDR
COOK AND STEWART SUBDIVISION DIVISION "O" V 81 PG 526 GCDR
12TH AVE. (70.5' R.O.W.)
G.C.C.F.
SET CIR "RD ELLIS - 4006"
N:13,699,269.91' E: 3,254,003.08'
FND. 1/2" IR
N87°15'04"E 543.13'
543.24' N87°15'04"E
N02°44'36"W 303.15'
N87°15'24"E 2528.27'
2526.39' N87°12'40"E
N:13,699,207.40' E: 3,252,698.36'
POB RESERVE "A" SET CIR "RD ELLIS-4006" N =13,699,148.91' E= 3,251,477.71'
N02°44'36"W 246.22'
SET CIR "RD ELLIS - 4006"
PAN AMERICAN GAS CO. PIPELINE ESMT. V 657 P 4 GCDR 30' PAN AMERICAN PIPELINE V 651 P 125, V 651 P 124, & V 651 P124 GCDR 30' KINDER MORGAN PIPELINE ESMT. V647 P 131 & V775 P 344 GCDR
OPERATOR: KINDER MORGAN TEJAS PIPELINE LLC
Kenny Bleakney G.C.C.F. No. 2012024229 G.C.D.R.
BAYOU RD. (60' RIGHT OF WAY) V81 P526 GCDR
10' Utility Easement
LOT 1
LOT 2
LOT 3
LOT 4
CARNES COMMERCIAL SUBDIVISION G.C.C.F. No. 2017076191 G.C.M.R.
10 ' UTILITY ESMT. GCCF NO. 2017076191 EXTENDING 553.0' FROM NW SUBD. COR.
REMAINDER OF A 30' INGRESS AND EGRESS EASEMENT V2383 P328 GCDR
30' INGRESS AND EGRESS EASEMENT V2383 P328 GCDR
10 ' HOUSTON NATURAL GAS CORP. ESMT. V2287 P721 GCDR EXTENDING 553.9' FROM NE SUBD. COR.
ELECTRIC TRANSMISSION EASEMENT V2265 P450 G.C.D.R.
10' SEWER ESMT. CITY OF LAMARQUE V1379 P221 GCDR
14' DRAINAGE ESMT. GCCF NO 2017076191
FND. CIR "WPD - 4467"
FND. 5/8" IR
CITY OF LAMARQUE 30' SEWER ESMT. V1389 P95 GCDR
20' WATERWAY V81 P526 GCDR
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2 DITCH 16A
70.5' WIDE DRAINAGE DITCH
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2 DITCH 15A
COOK AND STEWART SUBDIVISION DIVISION "P" V 81 PG 526 GCDR
TXDOT I-45 ACCESS DENIAL LINE (757.8')
5272.71' N65°23'53"W
SHEET 2
SHEET 3
SHEET 7
N
GALVESTON BAY INDUSTRIAL PARK SUBDIVISION
2 UNRESTRICTED RESERVES TOTALING 412.161 ACRES
BEING A PARTIAL REPLAT OF: DIVISIONS M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS.
JOHN D. MOORE SURVEY, A-50 GALVESTON COUNTY, TEXAS OCT. 28, 2025
GRAPHIC SCALE
0 100' 200' 300'
(IN FEET)
1 INCH = 100 FEET
PROJ. NO. P3182
SHEET 2 OF 8



GALVESTON BAY INDUSTRIAL PARK SUBDIVISION

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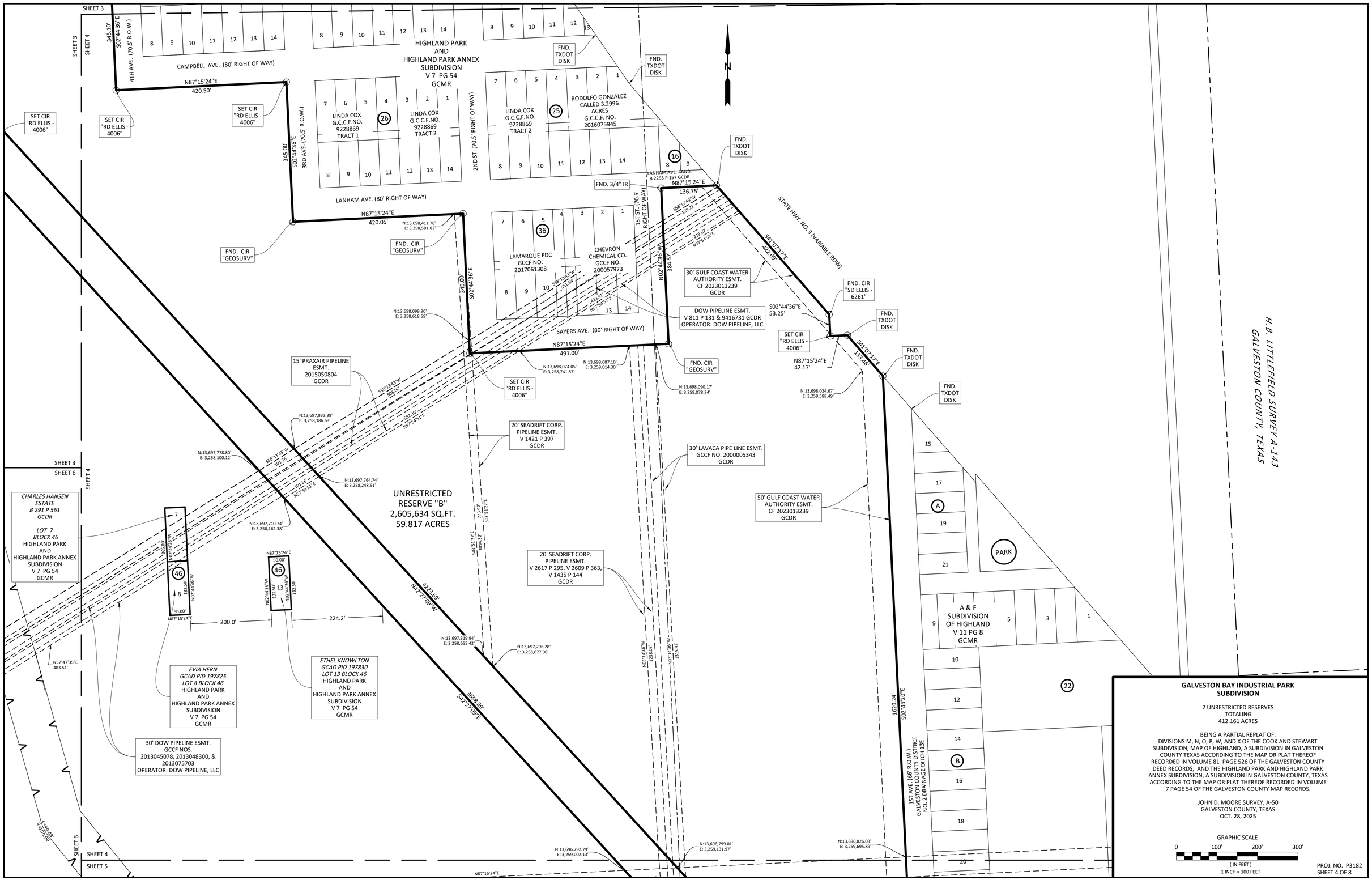
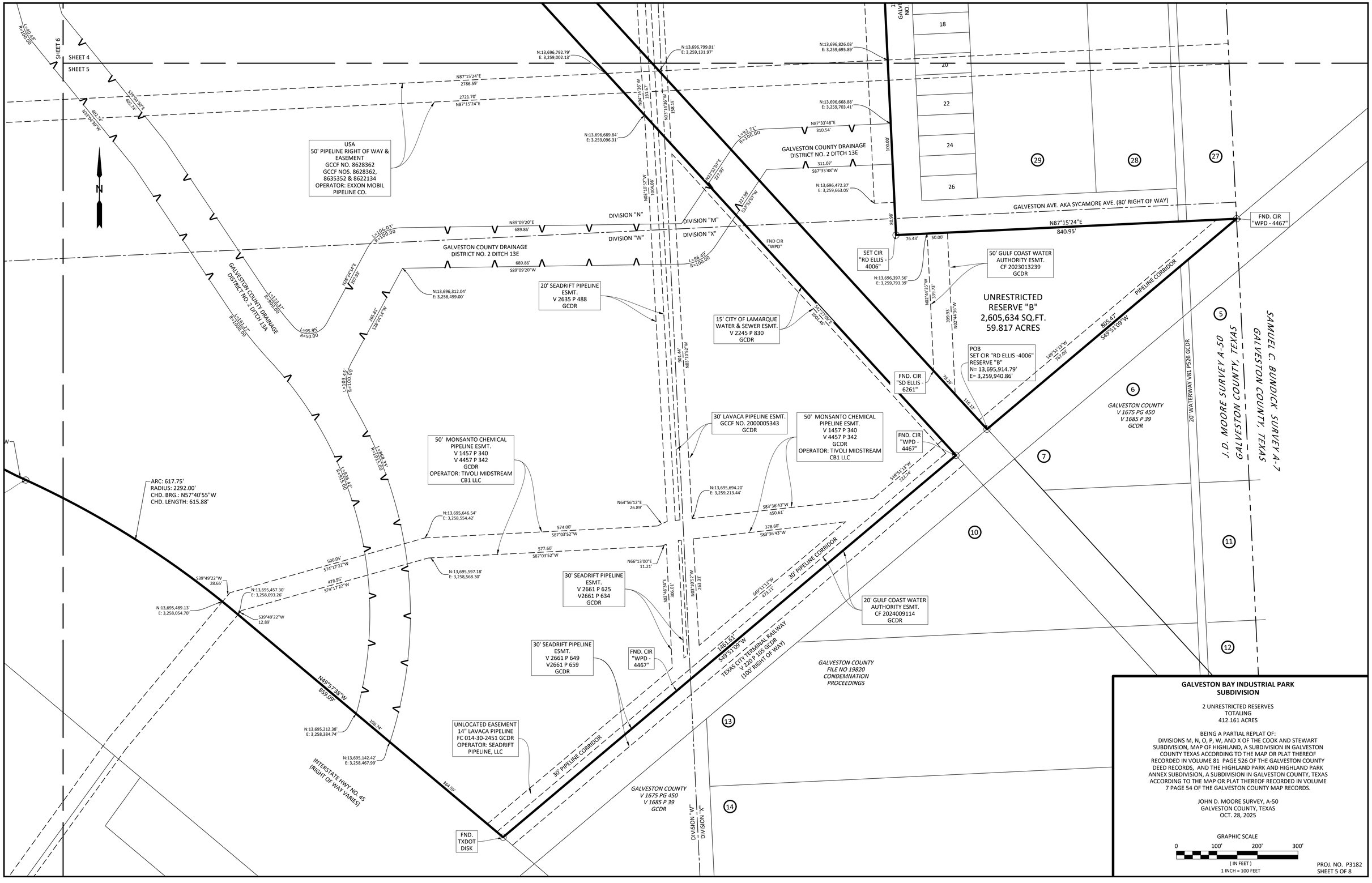
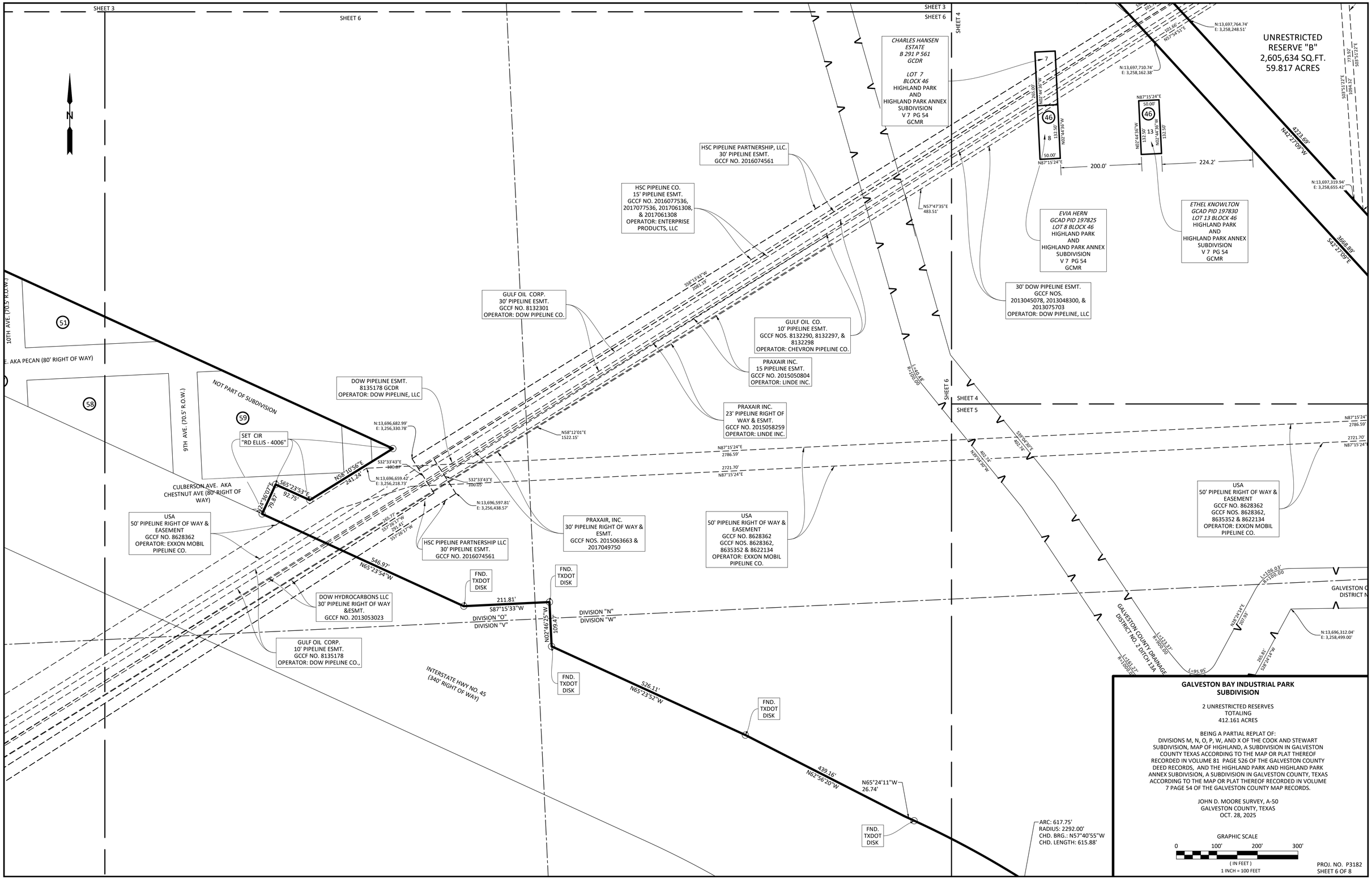
JOHN D. MOORE SURVEY, A-50
GALVESTON COUNTY, TEXAS
OCT. 28, 2025

GRAPHIC SCALE
0 100' 200' 300'
(IN FEET)
1 INCH = 100 FEET

PROJ. NO. P3182
SHEET 3 OF 8


SHEET 3
SHEET 4
SHEET 6
SHEET 5
4TH AVE. (70.5' R.O.W.)
CAMPBELL AVE. (80' RIGHT OF WAY)
HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION V 7 PG 54 GCMR
LINDA COX G.C.C.F.NO. 9228869 TRACT 1
LINDA COX G.C.C.F.NO. 9228869 TRACT 2
RODOLFO GONZALEZ CALLED 3.2996 ACRES G.C.C.F. NO. 2016075945
3RD AVE. (70.5' R.O.W.)
2ND ST. (70.5' RIGHT OF WAY)
LANHAM AVE. (80' RIGHT OF WAY)
LANHAM AVE. ABND. B 2253 P 157 GCDR
1ST ST. (70.5' RIGHT OF WAY)
LAMARQUE EDC GCCF NO. 2017061308
CHEVRON CHEMICAL CO. GCCF NO. 200057973
SAYERS AVE. (80' RIGHT OF WAY)
STATE HWY. NO. 3 (VARIABLE ROW)
N87°15'24"E 420.50'
S02°44'36"E 345.10'
S02°44'36"E 345.00'
N87°15'24"E 420.05'
N87°15'24"E 136.75'
N87°15'24"E 491.00'
S41°07'17"E 422.69'
S02°44'36"E 53.25'
N87°15'24"E 42.17'
S41°07'17"E 132.46'
N02°44'36"W 384.57'
N:13,698,411.78' E: 3,258,581.82'
N:13,698,099.90' E: 3,258,618.58'
N:13,698,074.05' E: 3,258,741.87'
N:13,698,087.10' E: 3,259,014.30'
N:13,698,090.17' E: 3,259,078.24'
N:13,698,024.67' E: 3,259,588.49'
N:13,697,832.38' E: 3,258,186.63'
N:13,697,778.80' E: 3,258,100.12'
N:13,697,764.74' E: 3,258,248.51'
N:13,697,710.74' E: 3,258,162.38'
N:13,697,319.94' E: 3,258,655.42'
N:13,697,296.28' E: 3,258,677.06'
N:13,696,792.79' E: 3,259,002.13'
N:13,696,799.01' E: 3,259,131.97'
N:13,696,826.03' E: 3,259,695.89'
S58°13'43"W 208.08'
S58°13'43"W 101.76'
S58°13'43"W 101.66'
S58°13'43"W 219.87'
S58°13'43"W 159.21'
S58°13'43"W 341.54'
S58°13'43"W 423.41'
N57°54'51"E 219.87'
N57°54'51"E 423.41'
N57°54'51"E 382.80'
N57°54'51"E 101.66'
N57°47'35"E 483.51'
N87°15'24"E 50.00'
N02°44'36"W 132.50'
N87°15'24"E 200.0'
224.2'
4223.69' N42°27'09"W
3668.89' S42°27'09"E
N03°14'36"W 1238.02'
N03°14'36"W 1315.92'
1620.24' S02°44'20"E
L=40.46' R=7.00'
UNRESTRICTED RESERVE "B" 2,605,634 SQ.FT. 59.817 ACRES
SET CIR "RD ELLIS - 4006"
FND. CIR "GEOSURV"
FND. 3/4" IR
FND. TXDOT DISK
FND. CIR "SD ELLIS - 6261"
30' GULF COAST WATER AUTHORITY ESMT. CF 2023013239 GCDR
DOW PIPELINE ESMT. V 811 P 131 & 9416731 GCDR OPERATOR: DOW PIPELINE, LLC
15' PRAXAIR PIPELINE ESMT. 2015050804 GCDR
20' SEADRIFT CORP. PIPELINE ESMT. V 1421 P 397 GCDR
30' LAVACA PIPE LINE ESMT. GCCF NO. 2000005343 GCDR
50' GULF COAST WATER AUTHORITY ESMT. CF 2023013239 GCDR
20' SEADRIFT CORP. PIPELINE ESMT. V 2617 P 295, V 2609 P 363, V 1435 P 144 GCDR
CHARLES HANSEN ESTATE B 291 P 561 GCDR
LOT 7 BLOCK 46 HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION V 7 PG 54 GCMR
EVIA HERN GCAD PID 197825 LOT 8 BLOCK 46 HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION V 7 PG 54 GCMR
ETHEL KNOWLTON GCAD PID 197830 LOT 13 BLOCK 46 HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION V 7 PG 54 GCMR
30' DOW PIPELINE ESMT. GCCF NOS. 2013045078, 2013048300, & 2013075703 OPERATOR: DOW PIPELINE, LLC
A & F SUBDIVISION OF HIGHLAND V 11 PG 8 GCMR
PARK
1ST AVE. (66' R.O.W.) GALVESTON COUNTY DISTRICT NO. 2 DRAINAGE DITCH 13E
N
H. B. LITTLEFIELD SURVEY A-143
GALVESTON COUNTY, TEXAS
GALVESTON BAY INDUSTRIAL PARK SUBDIVISION
2 UNRESTRICTED RESERVES TOTALING 412.161 ACRES
BEING A PARTIAL REPLAT OF: DIVISIONS M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS.
JOHN D. MOORE SURVEY, A-50
GALVESTON COUNTY, TEXAS
OCT. 28, 2025
GRAPHIC SCALE
0 100' 200' 300'
(IN FEET)
1 INCH = 100 FEET
PROJ. NO. P3182
SHEET 4 OF 8


SHEET 4
SHEET 5
SHEET 6
N
USA
50' PIPELINE RIGHT OF WAY & EASEMENT
GCCF NO. 8628362
GCCF NOS. 8628362, 8635352 & 8622134
OPERATOR: EXXON MOBIL PIPELINE CO.
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2 DITCH 13E
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2 DITCH 13A
DIVISION "N"
DIVISION "M"
DIVISION "W"
DIVISION "X"
GALVESTON AVE. AKA SYCAMORE AVE. (80' RIGHT OF WAY)
N87°15'24"E
840.95'
FND. CIR "WPD - 4467"
SET CIR "RD ELLIS - 4006"
FND CIR "WPD"
FND. CIR "SD ELLIS - 6261"
FND. CIR "WPD - 4467"
50' GULF COAST WATER AUTHORITY ESMT.
CF 2023013239
GCDR
UNRESTRICTED RESERVE "B"
2,605,634 SQ.FT.
59.817 ACRES
PIPELINE CORRIDOR
POB
SET CIR "RD ELLIS -4006"
RESERVE "B"
N= 13,695,914.79'
E= 3,259,940.86'
20' SEADRIFT PIPELINE ESMT.
V 2635 P 488
GCDR
15' CITY OF LAMARQUE WATER & SEWER ESMT.
V 2245 P 830
GCDR
30' LAVACA PIPELINE ESMT.
GCCF NO. 2000005343
GCDR
50' MONSANTO CHEMICAL PIPELINE ESMT.
V 1457 P 340
V 4457 P 342
GCDR
OPERATOR: TIVOLI MIDSTREAM CB1 LLC
ARC: 617.75'
RADIUS: 2292.00'
CHD. BRG.: N57°40'55"W
CHD. LENGTH: 615.88'
30' SEADRIFT PIPELINE ESMT.
V 2661 P 625
V2661 P 634
GCDR
20' GULF COAST WATER AUTHORITY ESMT.
CF 2024009114
GCDR
30' SEADRIFT PIPELINE ESMT.
V 2661 P 649
V2661 P 659
GCDR
FND. CIR "WPD - 4467"
146.61'
S49°51'09"W
TEXAS CITY TERMINAL RAILWAY
V 220 P 105 GCDR
(100' RIGHT OF WAY)
30' PIPELINE CORRIDOR
GALVESTON COUNTY FILE NO 19820 CONDEMNATION PROCEEDINGS
GALVESTON COUNTY V 1675 PG 450 V 1685 P 39 GCDR
UNLOCATED EASEMENT
14" LAVACA PIPELINE
FC 014-30-2451 GCDR
OPERATOR: SEADRIFT PIPELINE, LLC
INTERSTATE HWY NO. 45 (RIGHT OF WAY VARIES)
FND. TXDOT DISK
20' WATERWAY V81 P526 GCDR
J.D. MOORE SURVEY A-50
GALVESTON COUNTY, TEXAS
SAMUEL C. BUNDICK SURVEY A-7
GALVESTON COUNTY, TEXAS
GALVESTON COUNTY V 1675 PG 450 V 1685 P 39 GCDR
GALVESTON BAY INDUSTRIAL PARK SUBDIVISION
2 UNRESTRICTED RESERVES
TOTALING
412.161 ACRES
BEING A PARTIAL REPLAT OF:
DIVISIONS M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS.
JOHN D. MOORE SURVEY, A-50
GALVESTON COUNTY, TEXAS
OCT. 28, 2025
GRAPHIC SCALE
0 100' 200' 300'
(IN FEET)
1 INCH = 100 FEET
PROJ. NO. P3182
SHEET 5 OF 8


SHEET 3
SHEET 6
SHEET 4
SHEET 5
N
UNRESTRICTED RESERVE "B"
2,605,634 SQ.FT.
59.817 ACRES
CHARLES HANSEN ESTATE
B 291 P 561
GCDR
LOT 7
BLOCK 46
HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION
V 7 PG 54
GCMR
EVIA HERN
GCAD PID 197825
LOT 8 BLOCK 46
HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION
V 7 PG 54
GCMR
ETHEL KNOWLTON
GCAD PID 197830
LOT 13 BLOCK 46
HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION
V 7 PG 54
GCMR
HSC PIPELINE PARTNERSHIP, LLC.
30' PIPELINE ESMT.
GCCF NO. 2016074561
HSC PIPELINE CO.
15' PIPELINE ESMT.
GCCF NO. 2016077536, 2017077536, 2017061308, & 2017061308
OPERATOR: ENTERPRISE PRODUCTS, LLC
30' DOW PIPELINE ESMT.
GCCF NOS. 2013045078, 2013048300, & 2013075703
OPERATOR: DOW PIPELINE, LLC
GULF OIL CORP.
30' PIPELINE ESMT.
GCCF NO. 8132301
OPERATOR: DOW PIPELINE CO.
GULF OIL CO.
10' PIPELINE ESMT.
GCCF NOS. 8132290, 8132297, & 8132298
OPERATOR: CHEVRON PIPELINE CO.
PRAXAIR INC.
15 PIPELINE ESMT.
GCCF NO. 2015050804
OPERATOR: LINDE INC.
PRAXAIR INC.
23' PIPELINE RIGHT OF WAY & ESMT.
GCCF NO. 2015058259
OPERATOR: LINDE INC.
DOW PIPELINE ESMT.
8135178 GCDR
OPERATOR: DOW PIPELINE, LLC
SET CIR
"RD ELLIS - 4006"
USA
50' PIPELINE RIGHT OF WAY & EASEMENT
GCCF NO. 8628362
OPERATOR: EXXON MOBIL PIPELINE CO.
PRAXAIR, INC.
30' PIPELINE RIGHT OF WAY & ESMT.
GCCF NOS. 2015063663 & 2017049750
HSC PIPELINE PARTNERSHIP LLC
30' PIPELINE ESMT.
GCCF NO. 2016074561
DOW HYDROCARBONS LLC
30' PIPELINE RIGHT OF WAY &ESMT.
GCCF NO. 2013053023
GULF OIL CORP.
10' PIPELINE ESMT.
GCCF NO. 8135178
OPERATOR: DOW PIPELINE CO.,
FND. TXDOT DISK
10TH AVE. (70.5' R.O.W.)
E. AKA PECAN (80' RIGHT OF WAY)
9TH AVE. (70.5' R.O.W.)
NOT PART OF SUBDIVISION
CULBERSON AVE. AKA CHESTNUT AVE (80' RIGHT OF WAY)
INTERSTATE HWY NO. 45 (340' RIGHT OF WAY)
GALVESTON COUNTY DRAINAGE DISTRICT NO. 2 DITCH 13A
DIVISION "N"
DIVISION "W"
DIVISION "O"
DIVISION "V"
N:13,697,764.74'
E: 3,258,248.51'
N:13,697,710.74'
E: 3,258,162.38'
N:13,697,319.94'
E: 3,258,655.42'
N:13,696,682.99'
E: 3,256,330.78'
N:13,696,659.42'
E: 3,256,218.73'
N:13,696,597.81'
E: 3,256,438.57'
N:13,696,312.04'
E: 3,258,499.00'
ARC: 617.75'
RADIUS: 2292.00'
CHD. BRG.: N57°40'55"W
CHD. LENGTH: 615.88'
GALVESTON BAY INDUSTRIAL PARK SUBDIVISION
2 UNRESTRICTED RESERVES
TOTALING
412.161 ACRES
BEING A PARTIAL REPLAT OF:
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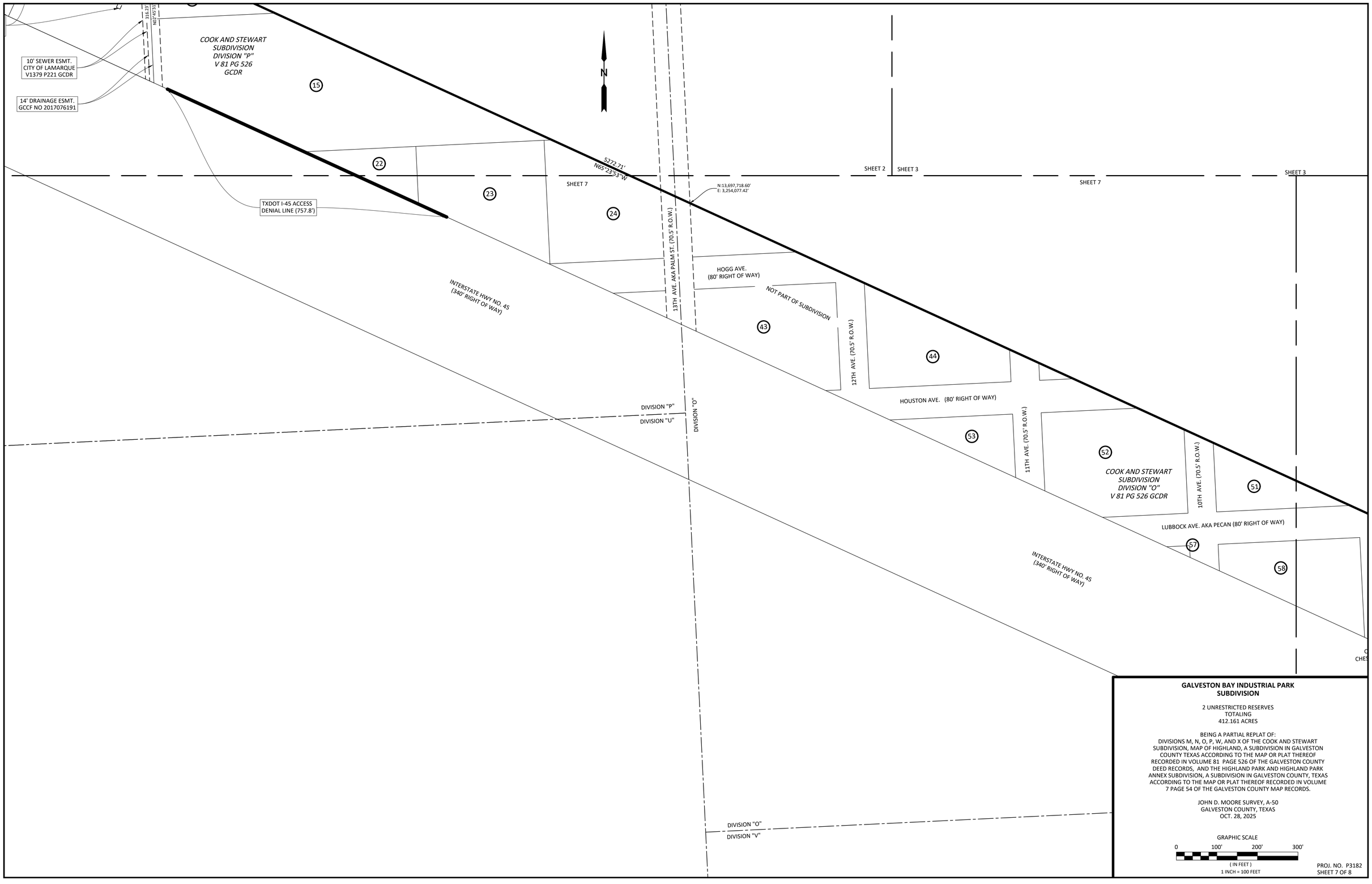
JOHN D. MOORE SURVEY, A-50
GALVESTON COUNTY, TEXAS
OCT. 28, 2025
GRAPHIC SCALE
0 100' 200' 300'
(IN FEET)
1 INCH = 100 FEET
PROJ. NO. P3182
SHEET 6 OF 8



GALVESTON BAY INDUSTRIAL PARK
SUBDIVISION

2 UNRESTRICTED RESERVES
TOTALING
412.161 ACRES

BEING A PARTIAL REPLAT OF:
DIVISIONS M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS.

JOHN D. MOORE SURVEY, A-50
GALVESTON COUNTY, TEXAS
OCT. 28, 2025

GRAPHIC SCALE
0 100' 200' 300'
(IN FEET)
1 INCH = 100 FEET

PROJ. NO. P3182
SHEET 7 OF 8

VESTED RIGHTS STATEMENT

(a) Purpose/Fair Notice Description of the Project.

The Galveston Bay Industrial Park (the "**Park**") is a business park providing sites for third party commercial/industrial business activities located on the land described in the Plat Application (as it may be expanded from time to time within the approximately 400 acre area bounded by IH-45 on the west, Texas Highway 3 on the east and Main Street on the north) and will accommodate light and heavy industrial uses(as described below in the City Ordinance No.O-2025-003 (the "**Ordinance**") amending the City Zoning Code which establishes the property classifications permitted as used in the Park), facilitate all types of industrial development and use, and prohibit incompatible uses that might impede the development and use of such lands for all industrial purposes. It is anticipated that most of the industrial activities in the Park will relate to the Port of Texas City, which is located directly east of the Park. The Park is established by Texas City Terminal Railway to provide sites for industrial activities which require rail services as a primary component, and as a part of its obligation to provide transportation services for the benefit of business, industry and the public. Sites in the Park may be leased or sold. There is no minimum size for any site. The Park may be developed in phases.

(b) Property Classification.

The Park is regulated by the City of La Marque ("**City**") **I-3 zoning district** as of this date (per the Ordinance), which permits a broad array of industrial uses as property classifications applicable to the Park.

(c) Permit/Application/Vesting Date.

The Plat Application to which this description is attached or included is a **permit** or an **application for a permit** required for the development of the **project which is the Park** (collectively "Vesting Document"), and is intended to provide **fair notice** of the project which is the Park, including, but not limited to, establishing vested rights to the maximum extent possible under **Tex. Loc. Gov't Code Ch. 245 (the "Act")**. Vested rights accrue for the project as of the date the Vesting Document is filed, which is presumed to be the date set forth above (being the date that the Plat Application was filed, and called the "**Vesting Date**"), provided that the project may elect to follow any new City law, rule, regulation or ordinance in lieu of any conflicting provisions herein without otherwise forfeiting its vested rights. None of the matters described herein are exemptions from vesting. The Vesting Document shall not expire. The Vesting Document complies with all technical requirements of the City and is complete. This plat is required by the City as part of the the development of the Park. These notes are recorded subdivision plat notes upon which any permit holder relating to the Park may take advantage of and rely upon for vested rights, without forfeiting any other vested rights.

(d) Scope of Vested Rights.

The City acknowledges that the matters to which the project is vested under the Ordinance and Act (and which are exceptions to the general exclusion of municipal zoning regulations from the Act) include, but are not limited to, the following:

- The listed permitted uses (which are property classifications under the Act);
- The performance standards such as, but not limited to height, lot coverage, setbacks, lot dimensions, parking, and loading (which all affect open space, lot size/dimensions/ coverage, or building size under the Act); and
- The provisions affecting landscaping, trees, and screening (which all affect landscaping, open space or trees under the Act).

(e) Receipt.

The City of La Marque acknowledges receipt of this as of November _____, 2025.

We hereby certify that the above and foregoing Plat of **GALVESTON BAY INDUSTRIAL PARK SUBDIVISION**, was approved by the City Council of the City of La Marque, Texas, on the _____, day of _____, A.D., 2025.

_____
Keith Bell, Mayor of the City of La Marque

_____
Barbara Holly, Interim City Manager

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

I, Dwight Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on _____, 20___, at _____ O'Clock ___M., and duly recorded on _____, 20___, at _____ O'Clock ___ M., in

Instrument Number _____, Galveston County Records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written.

Dwight Sullivan, County Clerk
Galveston County, Texas

By _____ Deputy

STATE OF TEXAS §
COUNTY OF GALVESTON §

KNOW ALL MEN BY THESE PRESENTS that **Texas City Terminal Railway Company** being the owner of those certain tracts or parcels of land, lying and being situated in the City of La Marque, in Galveston County, Texas, subdivided in the above and foregoing plat do hereby make subdivision of said property according to the lines and lots shown thereon, and designate said subdivision as **GALVESTON BAY INDUSTRIAL PARK SUBDIVISION,** in the City of La Marque , Galveston County, Texas.

Owner
Texas City Terminal Railway Company

_____
By: Jason Hayley
Its: Vice-President

STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Hayley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day_____, 2025.

Notary Public for the State of Texas

My Commission Expires _____.

PLAT NOTES:

1. This plat conforms to the applicable requirements of City of La Marque City Code Ch. 41 Art. IV.

2. Various right of ways and alleyways located within this replat have been previously abandoned by City of La Marque Ordinance No. 0-2017-005 recorded at Galveston County Clerk's File No, 2018043588 and City La Marque Ordinance No. 320 recorded at Volume 2253 Page 157 Galveston County Deed Records. This plat eliminates by replat any remaining street or alley rights of way and public easements dedicated on the face of the Highland Park and Highland Park Annex Subdivision Vol 7 Pg 54 Galveston County Map Records and the Cook and Stewart Subdivision Vol 81 Pg 526 Galveston County Map Records located within this plat, unless specifically shown hereon. No public streets or easements will exist within the platted area, except as shown hereon.

3. Applicant is not required to construct any streets or other public infrastructure or utilities of any type, within or outside the platted area as a condition to the approval of this plat. No existing streets or other public infrastructure or utilities currently exist to Lots 6-8&13 Block 46 Highland Park and Highland Park Annex Vol.7 Pg 54 Galveston County Map Records, which are not being replatted, but are surrounded by the area platted herein. Applicants are not required to provide streets or other public infrastructure or utilities to such lots.

4. The area outside the dark bold line is not part of this plat. Only the area within the dark bold line is replatted thereby. The area shown outside the platted area is shown for positional reference only and no warranty is made that the depiction is accurate, except at the boundary of the platted area.

5. All shown bearings and coordinates are referenced to grid Texas State Coordinate System NAD83 Texas South Central Zone (US feet) , all distances are surface.

6. All the property subdivided in the foregoing plat is within the incorporated boundaries of the City of La Marque, Texas.

7. Lots 5-9 Block 30 Division "N" Cook and Stewart Subdivision are owned by the City and under contract to Applicant. The City consents to the Plat and the current lack of public right of way access to Lots 5-9 Block 30 Division "N" Cook and Stewart Subdivision. The right of ways and alleyway adjacent to Block 30 were abandoned by La Marque Ordinance No. 0-2017-005 and recorded at Galveston County Clerk's File No. 2018043588.

8. The owners of Lots 7, 8, & 13 Block 46 Division "N" Cook and Stewart Subdivision have not been locatable, despite efforts by Applicant. There are no roads or utilities to these lots. There is no improvement or evidence of prior use of these lots. The right of ways and alleyways adjacent to Block 46 were abandoned by La Marque Ordinance No. 0-2017-005 and recorded at Galveston County Clerk's File No. 2018043588. These lots are not part of the plat and remain as previously platted.

This is to certify that I, Robert D. Ellis, a Registered Professional Land Surveyor of the State of Texas have platted the above subdivision from an actual survey on the ground, and that all corners are property marked and that this plat correctly represents that survey.

_____
Robert D. Ellis
Registered Professional
Land Surveyor No. 4006

STATE OF TEXAS
REGISTERED
ROBERT D. ELLIS
4006
PROFESSIONAL
LAND SURVEYOR

GALVESTON BAY INDUSTRIAL PARK SUBDIVISION
RESERVE "A"
METES AND BOUNDS DESCRIPTION

BEING a 352.344 acre tract of land situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas, and being partially out of Divisions M, N, O, P, W, and X COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, a subdivision in Galveston County Texas according to the map or plat thereof recorded in Volume 81 Page 526 of the Galveston County Deed Records, and partially out of HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 7 Page 54 of the Galveston County Map Records, said 352.344 acre parcel being more fully described by metes and bounds as follows;

BEGINNING at a CIR (capped iron rod) stamped "RD ELLIS - 4006" set at the northwest corner of Lot 9 and the southwest corner of Lot 8 of Division "P" of said COOK AND STEWART SUBDIVISION, located on the east right of way line of Bayou Road (60' right of way), said Beginning Point located at Texas State Coordinate System NAD83, Texas South Central Zone N=13,699,148.91' E= 3,251,477.71';

THENCE North 87°15'24" East, with the said north line of Lot 9 Division P, at 2457.54 feet pass the west line of Palm Street (70.5' right of way) and continue for a total distance of 2528.27 feet to a ½ inch iron rod found in the east line of said Palm Street;

THENCE North 02°44'36" West, with the east line of said Palm Street, a distance of 303.15 feet to a CIR stamped "RD ELLIS- 4006" set on the south line of Walnut Street (80' right of way);

THENCE North 87°15'24" East, with the said south line of Walnut Street, a distance of 2369.42 feet to CIR stamped "RD ELLIS- 4006" set in southwest line of a Centerpointe Energy Fee Strip (100' right of way) as described in Volume 1121 Page 649 of the Galveston County Deed Records;

THENCE South 42°27'09" East, with said Centerpointe Energy Fee Strip, a distance of 787.66 feet to a CIR stamped "WPD-4467" found in the west line of 6th Avenue (70.5' right of way);

THENCE South 02°44'36" East, with said west line of 6th Avenue (abandoned), a distance of 571.01 feet to CIR stamped "RD ELLIS - 4006" set in the westerly extension of the centerline of a 20' wide alleyway in Block 29 of said HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION;

THENCE North 87°15'24" East, with the centerline line of said 20' wide alleyway, a distance of 474.22 feet to a CIR stamped "RD ELLIS - 4006" set in the said southwest line of said Centerpointe Energy Fee Strip;

THENCE South 42°27'09" East, with said southwest line of the Centerpointe Energy Fee Strip, a distance of 3668.89 feet to a CIR stamped "WPD-4467" found in the northwest line of the Texas City Terminal Railway (100' right of way) as described in Volume 220 Page 105 of the Galveston County Deed Records;

THENCE South 49°51'09" West, with said northwest line of Texas City Terminal Railway 100' right of way, a distance of 1461.61 feet a TXDOT Disk found in the northeast line of Interstate Highway No. 45 (right of way varies);

THENCE North 49°57'38" West, with said northeast line of Interstate Highway No. 45, a distance of 859.09 feet to a TXDOT Disk found at the beginning of a curve to the left;

THENCE, along said northeast line of Interstate Highway No. 45, being a tangent curve to the left with a radius of 2292.00 feet, the chord of which bears North 57°40'55" West for a distance of 615.88 feet, along the arc of said curve for a distance of 617.75 feet to a TXDOT Disk found at the point of tangency;

THENCE North 65°24'11" West, with said northeast line of Interstate Highway No. 45, a distance of 26.74 feet to found TXDOT Disk;

THENCE North 62°56'20" West, with said northeast line of Interstate Highway No. 45, a distance of 439.19 feet to found TXDOT Disk;

THENCE North 65°23'52" West, with said northeast line of Interstate Highway No. 45, a distance of 526.11 feet to found TXDOT Disk;

THENCE North 02°46'25" West, with said northeast line of Interstate Highway No. 45, a distance of 109.47 feet to found TXDOT Disk;

THENCE South 87°15'33" West, with said northeast line of Interstate Highway No. 45, a distance of 211.81 feet to found TXDOT Disk;

THENCE North 65°23'54" West, with said northeast line of Interstate Highway No. 45, a distance of 546.97 feet to a CIR stamped "RD ELLIS - 4006' set for corner;

THENCE North 24°36'07" East, departing said northeast line of Interstate Highway No. 45, a distance of 79.87 feet to a CIR stamped "RD ELLIS - 4006' set for corner;

THENCE South 65°23'53" East a distance of 92.75 feet to a CIR stamped "RD ELLIS - 4006' set for corner;

THENCE North 58°10'56" East a distance of 241.24 feet to a CIR stamped "RD ELLIS - 4006' set for corner;

THENCE North 65°23'53" West, at 3898.77 feet passing a 5/8 inch iron rod found the northeast corner of CARNES COMMERCIAL SUBDIVISION as per the map or plat thereof recorded at Galveston County Clerk's File No. 2017076191 and continuing for a total distance of 5272.71 feet to a CIR stamped "RD ELLIS - 4006' set in the said east line of Bayou Road (60' right of way);

THENCE North 02°44'36" West, with the said east line of Bayou Road, a distance of 246.22 feet to the PLACE OF BEGINNING of the tract herein described;

CONTAINING: 352.425 acres (15,348,095 square feet) of land, more or less.

BASIS OF BEARING: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.

GALVESTON BAY INDUSTRIAL PARK SUBDIVISION
RESERVE "B"
METES AND BOUNDS DESCRIPTION

BEING a 59.817 acre tract of land situated in the John D. Moore Survey, Abstract 50, Galveston County, Texas, and being partially out of Divisions M, N, and X COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, a subdivision in Galveston County Texas according to the map or plat thereof recorded in Volume 81 Page 526 of the Galveston County Deed Records, and partially out of HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 7 Page 54 of the Galveston County Map Records, said 59.817 acre parcel being more fully described by metes and bounds as follows;

BEGINNING at a CIR (capped iron rod) stamped "RD ELLIS - 4006" set at intersection of the northwest line of the Texas City Terminal Railway (100' right of way), as described in Volume 220 Page 105 of the Galveston County Deed Records, with the northeast line of Centerpointe Energy Fee Strip (100' right of way), as described in Volume 1121 Page 649 of the Galveston County Deed Records, said Beginning Point located at Texas State coordinate position X= 3,259,940.86 and Y =13,695,914.79;

THENCE North 42°27'09" West, with the said northeast line of the Centerpointe Energy Company 100' feet strip, a distance of 4223.69 feet to a ¾ inch iron pipe found in the south line of Poplar Street (80' right of way);

THENCE North 87°17'24" East, with the said south line of Poplar Street, a distance of 641.74 feet to a CIR "GEOSURV" found in the west line of 4th Avenue (70.5' right of way);

THENCE South 02°44'36" East, with the said west line of 4th Avenue a distance of 345.10 feet to a CIR "RD ELLIS - 4006" set in the south line of Campbell Avenue (80' right of way);

THENCE North 87°15'24" East, with said south line of Campbell Avenue, a distance of 420.50 feet to a CIR "RD ELLIS - 4006" set in the west line 3rd Avenue (70.5' right of way);

THENCE South 02°44'36" East, with said west line of 3rd Avenue, a distance of 345.00 feet to a CIR "RD ELLIS - 4006" set the south line of Lanham Avenue (80' right of way);

THENCE North 87°15'24" East, along the said south line of Lanham Avenue, a distance of 420.05 feet to a CIR "RD ELLIS - 4006" set in the west line of 2nd Street (70.5' right of way)

THENCE South 02°44'36" East, with the said west line of 2nd Street, a distance of 345.00 feet to a CIR "RD ELLIS - 4006" set the south line of Sayers Avenue (80' right of way);

THENCE North 87°15'24" East, with the said south line of Sayers Avenue, a distance of 491.00 feet to a CIR "RD ELLIS - 4006" set the east line of 1st Street (70.5' right of way)

THENCE North 02°44'36" West, with the said east line of 1st Street a distance of 384.57 feet to a ¾ iron rod found in the centerline of Lanham Avenue (80' right of way);

THENCE North 87°15'24" East, with the said centerline of Lanham Avenue, a distance of 136.75 feet to a TXDOT Disk found in the southwest line of State Highway No. 3 (right of way width varies);

THENCE South 41°07'17" East, with said southwest line of State Highway No. 3, a distance of 422.69 feet to a found CIR "SD ELLIS-6261";

THENCE South 02°44'36" East, with said southwest line of State Highway No. 3, a distance of 53.25 feet to a set CIR "RD ELLIS-4006";

THENCE North 87°15'24" East, with said southwest line of State Highway No. 3, a distance of 42.17 to a found TXDOT Disk;

THENCE South 41°07'17" East, with said southwest line of State Highway No. 3, a distance of 133.46 feet to TXDOT Disk found in the west line of 1st Avenue (66' right of way) as shown on the A & F SUBDIVISION OF HIGHLAND plat recorded at Volume 11 Page 8 of the Galveston County Map Records;

THENCE South 02°44'20" East, with the said west line of 1st Avenue, a distance of 1620.24 feet to a CIR "RD ELLIS-4006" set in the south line of Galveston Avenue aka Sycamore Street (80' right of way);

THENCE North 87°15'24" East, with the said south line of Galveston Avenue, a distance of 840.95 feet to a CIR "RD ELLIS-4006" set in said northwest line of the Texas City Terminal Railway (100' right of way);

THENCE South 49°51'09" West, with said northwest line of said Texas City Terminal Railway, a distance of 805.47 feet to the **PLACE OF BEGINNING** of the tract herein described;

CONTAINING: 59.817 acres, (2,605,634 square feet) of land, more or less.

BASIS OF BEARING: Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.

OWNER:
TEXAS CITY TERMINAL RAILWAY COMPANY
2425 HIGHWAY 146 N
TEXAS CITY, TX. 77590
409-945-4461

SURVEYOR:
ELLIS SURVEYING SERVICES,LLC
2805 25TH AVE. N
TEXAS CITY, TX. 77590
TEL.: 409-938-8700
WWW.ELLISSURVEY.COM
STATE OF TEXAS FIRM REG. NO. 100340-00

GALVESTON BAY INDUSTRIAL PARK SUBDIVISION

2 UNRESTRICTED RESERVES
TOTALING
412.161 ACRES

BEING A PARTIAL REPLAT OF:
DIVISIONS M, N, O, P, W, AND X OF THE COOK AND STEWART SUBDIVISION, MAP OF HIGHLAND, A SUBDIVISION IN GALVESTON COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 81 PAGE 526 OF THE GALVESTON COUNTY DEED RECORDS, AND THE HIGHLAND PARK AND HIGHLAND PARK ANNEX SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7 PAGE 54 OF THE GALVESTON COUNTY MAP RECORDS.

JOHN D. MOORE SURVEY, A-50
GALVESTON COUNTY, TEXAS
OCT. 28, 2025

PROJ. NO. P3182
SHEET 8 OF 8

56171

DEED
BOOK 2253 PAGE 157

ORDINANCE NUMBER 320

AN ORDINANCE ABANDONING AND VACATING CERTAIN PUBLIC ROADS AND ALLEYS IN HIGHLAND PARK AND HIGHLAND PARK ANNEX IN LA MARQUE, GALVESTON COUNTY, TEXAS.

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

THAT the following described public roads and alleys, never having been open to public use are hereby abandoned and vacated as public roads and alleys, to-wit: All of the following public roads and alleys in Highland Park and Highland Park Annex, in Galveston County, Texas, according to the map or plat thereof of record in Volume 254-A at Page 2, in the office of the County Clerk of Galveston County, Texas, described as follows:

1) Sixth Street between the South line of Colquitt Avenue and the North line of Campbell Avenue.

2) Campbell Avenue from the West line of Sixth Street to the Galveston-Houston Interurban Railroad right-of-way.

3) Lanham Avenue from the West line of Fourth Street to the East line of Sixth Street.

4) Fourth Street from the North line of Sayers Avenue to the South line of Lanham Avenue.

5) Sayers Avenue from the West line of Third Street to the East line of Seventh Street.

6) Culberson Avenue from the West line of Fourth Street to the East line of Sixth Street.

7) Lubbock Avenue from the West line of First Street to the Galveston-Houston Interurban Railroad right-of-way.

8) Third Street, Fourth Street and Fifth Street lying between the North line of Galveston Avenue and the South line of Culberson Avenue.

9) All of the alleyways lying in Blocks 30, 31, 16, 27, 28, 32, 33, 34, 35, 17, 38, 39, 40, 45, 48, 19, 11, 20, 52, 57, 21, 10, 61, 62, 63 and 64.

10) That portion of Junction Street lying between Blocks 10 and 21; 11 and 20; 12 and 19; 13 and 18, and 14 and 17.

11) That portion of Lanham Avenue lying South of Block 16 and North of Blocks 14 and 17.

PASSED and APPROVED on first reading this 13th day of March, 1972.

PASSED and APPROVED on second and final reading this 24th day of April, 1972.

JAMES C. CROWDER, Mayor of the City of La Marque, Texas.

ATTEST:

Lenan Whelton
City Clerk

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 320 duly adopted by the La Marque City Council on second and final reading April 24, 1972.

Lenan Whelton
Lenan Whelton, City Clerk

State of Texas
County of Galveston

Before me the undersigned authority on this day personally appeared Lenan Whelton known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Executed this 25th day of April, A.D. 1972

Ann G. Gonzalez
Notary Public in and for Galveston County, Texas

56171

DEED
BOOK 2253 PAGE 159

FILED FOR RECORD
at 8:50 o'clock A M
APR 26 1972
GERTRUDE McKENNA
CLERK CO. CT. GALVESTON COUNTY, TEXAS
By Sydonia Murrat Deputy

STATE OF TEXAS
COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped hereon by me.
APR 26 1972
COUNTY CLERK, Galveston County, Texas

Due

CITY OF LA MARQUE
323 LAUREL
LA MARQUE, TEXAS 77568

ORDINANCE NO. O-2017-005

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS PROVIDING FOR THE VACATING, ABANDONMENT, AND CLOSING OF ROAD AND ALLEY RIGHTS-OF-WAY LOCATED ON REALTY DESCRIBED IN EXHIBIT "A" AND LOCATED WITHIN THE CITY LIMITS OF THE CITY OF LA MARQUE, TEXAS.

WHEREAS, the City of La Marque (the "City") is a Texas Home Rule Municipality organized under the Constitution and laws of the State of Texas, located in Galveston County, Texas; and

WHEREAS, the City's Charter provides that it may exercise all powers of local self-government and powers granted to home rule cities by State Law; and

WHEREAS, the City's Charter further provides that the City shall have exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, alleys and highways of the City and may provide for the improvements thereof by paving, repaving, raising, draining or otherwise; and

WHEREAS, the Texas Transportation Code provides that a home rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, the Texas Transportation Code further provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the City Council of the City of La Marque, Texas, finds that the road and alley rights-of-way located on the realty described in Exhibit "A" were never opened or improved as a public road or alley rights-of-way; and

WHEREAS, the City does not intend to pave or otherwise use said road and alley rights-of-way located on the realty described in Exhibit "A" as road, street, and/or alley rights-of-way; and

WHEREAS, the City does not need the portion of the road and alley rights-of-way for public utilities or utility maintenance vehicles and equipment; and

WHEREAS, the burden of continued maintenance and the risk of liability of the road and alley rights-of-way that would be incurred by the City exceed any benefit to the City of La Marque, Texas, from continued ownership; and

WHEREAS, there is no longer any public need for the City to retain ownership of nor perform maintenance on such of the road and alley rights-of-way located on realty described in Exhibit "A"; and

GF#1616703493 8

STEWART TITLE

WHEREAS, the abandoning of the road and alley rights-of-way located on the realty described in Exhibit "A" will cause no detriment to the rights of the citizens of La Marque, Texas; and

WHEREAS, City Council finds and declares that it is in the best interest of all of the citizens of the City of La Marque, Texas, that the road and alley rights-of-way located on the realty described in Exhibit "A" be vacated, closed and abandoned.

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

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

Section 2. The City's interest, if any, in the road and alley rights-of-way located on the realty described in Exhibit "A" is hereby vacated, abandoned and closed to be transferred via a Deed Without Warranty in exchange for benefits previously given to the City which equal the fair market value of such road and alley rights-of-way located on the realty described in Exhibit "A".

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

PASSED AND APPROVED by the City Council of the City of La Marque on the First reading this **13th** day of **February**, 2017.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final reading this the **13th** day of **March**, 2017.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor
City of La Marque, Texas

ATTEST:

Robin Eldridge, City Clerk

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

EXHIBIT "A"

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

TEXAS CITY TERMINAL RAILWAY COMPANY 56.1219 ACRE TRACT,
J. D. MOORE SURVEY, ABSTRACT 50
GALVESTON COUNTY, TEXAS
PAGE 1 OF 2

BEING ALL THAT CERTAIN 56.1219 ACRE tract, lying and situated in the John D. Moore League, Abstract 50, Galveston County, Texas, being Lot 6, Block 28, Lots 7, 8 and 9, Block 29, all of Block 32, all of Block 33, all of Block 39, all of Block 40, all of Block 41, all of Block 45, Lots 1 through 6, Lots 10 through 12 and Lots 14 through 18, Block 46, Lots 1 through 5 and 7 through 11, Block 50, all of Block 51, all of Block 52, all of Block 57, all of Block 58, all of Block 59, Lots 1 through 5, all of Block 60, all of Block 61, all of Block 62, all of Block 63 and all of Block 64, of Highland Park and Highland Park Annex, according to the map or plat thereof recorded in Volume 7, Page 54 of the Galveston County Plat Records together with those portions of Lanham Avenue, Sayers Avenue, Lubbock Avenue, Culberson Avenue, 3rd Street, 4th Street and 5th Street, the 20 foot wide alley, in Block 32, Block 33, Block 39, Block 40, Block 45, Block 52, Block 57, Block 61, Block 62, Block 63 and Block 64, of said Highland Park and Highland Park Annex, abandoned and vacated by the City of LaMarque Ordinance No. 320, recorded in Volume 2253, Page 157 of the Galveston County Deed Records, a portion of Campbell Avenue, Lanham Avenue, Hogg Avenue, Houston Avenue, Lubbock Avenue, Culberson Avenue, Galveston Avenue, 3rd Street, 4th Street 5th Street, 6th Street and 7th Street, and the 20 foot wide alleys located in Block 41, Block 46, Block 50, Block 51, Block 58, Block 59 and Block 60 of said Highland Park and Highland Park Annex, said herein described 56.1219 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths, (S.F. = 0.9998672347) as follows:

BEGINNING at a set 5/8" iron rod with survey cap marked "WPD 4467" at the intersection of the centerline of 70.5 foot wide 7th Street with the westerly extension of the southern boundary line of a 20 foot wide alley in Block 29 of said Highland Park and Highland Park Annex, for northwest corner of the herein described 56.1219 acre tract, at position X=3256949.54 and Y=13698537.12;

THENCE North 87°15'24" East, at a distance of 35.25 feet pass the northwest corner of Lot 7, Block 29, continuing coincident with the southern boundary line of said 20 foot wide alley, for a total distance of 439.15 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" at the intersection of the southern right-of-way boundary line of said 20 foot wide alley with the southwestern boundary line of that certain 100 foot wide Centerpoint right-of-way,(a.k.a., the Houston Galveston Interurban Railway, as shown on the map or plat of said Highland Park and Highland Park Annex), being the same called 4.254 acre tract conveyed by deed on September 10, 1955 from the Galveston-Houston Company to Houston Lighting & Power Company as recorded in Volume 1121, Page 649 of the Galveston County Deed Records (G.C.D.R.), for the northeast corner of the herein described 56.1219 acre tract, at position X=3257388.13 and Y=13698558.14;

THENCE South 42°26'42" East, coincident with the southwestern boundary line of said Houston Lighting & Power Company called 4.254 acre tract and the southwestern boundary line of all that certain called 3.980 acre tract conveyed by deed on September 10, 1955 from the Galveston-Houston Company to Houston Lighting & Power Company as recorded in Volume 1121, Page 643 of the G.C.D.R., a distance of 2901.69 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" at the intersection of the southwestern boundary line of said Houston Lighting & Power Company called 3.980 acre tract with the centerline of 80 foot wide Galveston Avenue, for the southeast corner of the herein described 56.1219 acre tract, at position X=3259346.17 and Y=13696417.19;

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TEXAS CITY TERMINAL RAILWAY COMPANY 56.1219 ACRE TRACT,
J. D. MOORE SURVEY, ABSTRACT 50
GALVESTON COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 87°15'24" West, coincident with the centerline of said 80 foot wide Galveston Avenue, a distance of 1872.22 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" at the intersection of the centerline of said 80 foot wide Galveston Avenue with centerline of 70.5 foot wide 6th Street, for the southwest corner of the herein described 56.1219 acre tract, at position X=3257476.34 and Y=13696327.60 ;

THENCE North 2°44'36" West, coincident with the centerline of said 70.5 foot wide 6th Street, a distance of 1380.00 feet to a set 5/8" iron rod with survey cap marked "WPD 4467", at the intersection of the centerline of said 70.5 foot wide 6th Street with the centerline of 80 foot wide Hogg Avenue, for an interior corner of the herein described 56.1219 acre tract, at position X=3257410.30 and Y=13697705.84;

THENCE South 87°15'24" West, coincident with the centerline of said 80 foot wide Hogg Avenue, a distance of 420.50 feet to a set 5/8" iron rod with survey cap marked "WPD 4467", at the intersection of said 50 foot wide Hogg Avenue with the centerline of 70.5 foot wide 7th Street, for an exterior corner of the herein described 56.1219 acre tract, at position X=3256990.33 and Y=13697685.71;

THENCE North 2°44'36" West, coincident with the centerline of 70.5 foot wide 7th Street,, a distance of 852.50 feet to the **POINT OF BEGINNING,** containing 56.6843 acres of land within this description, less and except 0.5624 acre of land, being Lots 7, 8, 9, and 13, Block 46 of said Highland Park and Highland Park Annex Subdivision, leaving a net acreage of 56.1219 acres of land, more or less.

STATE OF TEXAS
REGISTERED
WM. PATRICK DOYLE
4467
PROFESSIONAL
LAND SURVEYOR

Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
December 23, 2016
Revised: March 6, 2017

This description is based on a survey, a plat of which, dated December 23.2016 is on file in the office of Doyle & Wachtstetter, Inc.
V:\Pat\TC Terminal Port of Texas City\TC Terminal 56.1219 acres (West tract) - LaMarque Economic. Rev1.doc

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

TEXAS CITY TERMINAL RAILWAY COMPANY 53.2017 ACRE TRACT,
J. D. MOORE SURVEY, ABSTRACT 50
GALVESTON COUNTY, TEXAS

BEING ALL THAT CERTAIN 53.2017 ACRE tract, lying and situated in the John D. Moore League, Abstract 50, Galveston County, Texas, being all of Block 10, all of Block 11, all of Block 12, all of Block 13, a portion of Lots 2 and 3, all of Lots 4 and 5, and a portion of Lot 6, Block 14, all of Block 17, all of Block 18, all of Block 19, all of Block 20, all of Block 21, Lots 1 through 9, Block 22, all of Block 27, Lots 1 through 5 and Lots 7 through 10, Block 28, Lots 1 through 3 and Lot 10, Block 30, all of Block 34, all of Block 35, Lots 1 through 14, Block 37, all of Block 38, Lots 1 through 9, Block 47, all of Block 48, all of Block 49, Lot 6, Block 60 of Highland Park and Highland Park Annex, according to the map or plat thereof recorded in Volume 7, Page 54 of the Galveston County Plat Records together with those portions of Lanham Avenue, Sayers Avenue, Lubbock Avenue, 6th Street, 4th Street, 3rd Street and Junction Street, 4th Street and 6th Street, the 20 foot alley in Block 10, Block 11, Block 17, Block 19, Block 20, Block 21, Block 27, Block 28, Block 30, Block 31, Block 34, Block 35, Block 37, Block 38 and Block 48 of said Highland Park and Highland Park Annex, abandoned and vacated by the City of LaMarque Ordinance No. 320, recorded in Volume 2253, Page 157 of the Galveston County Deed Records, a portion of Campbell Avenue, Lanham Avenue, Sayers Avenue, Hogg Avenue, Houston Avenue, Culberson Avenue, Junction Street, 2nd Street, 3rd Street, 4th Street, and 5th Street and the 20 foot wide alleys located in Block 12, Block 13, Block 14, Block 18, Block 22, Block 37, Block 47 and Block 49 of said Highland Park and Highland Park Annex, said herein described 53.2017 acre tract hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths, (S.F. = 0.9998672347) as follows:

BEGINNING at a set 5/8" iron rod with survey cap marked "WPD 4467" at the intersection of the southern right-of-way boundary line of 80 foot wide Poplar Street, with the northeastern boundary line of all that certain 100 foot wide Centerpoint Energy right-of-way (a.k.a., the Houston Galveston Interurban Railway, as shown on the map or plat of said Highland Park and Highland Park Annex), being the same called 4.254 acre tract conveyed by deed on September 10, 1955 from the Galveston-Houston Company to Houston Lighting & Power Company as recorded in Volume 1121, Page 649 of the Galveston County Deed Records (G.C.D.R.), located on the northern boundary line of said Block 30, said Point of Beginning being located at Texas State Plane coordinate position X=3257091.47 and Y=13699032.06;

THENCE North 87°15'24" East, coincident with the southern right-of-way boundary line of said 80 foot wide Poplar Street, a distance of 640.38 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of said Block 31, located on the western right-of-way boundary line of 70.5 foot wide 5th Street, for an angle corner of the herein described 53.2017 acre tract, at position X=3257729.93 and Y=13699062.51;

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THENCE South 2°44'36" East, coincident with the western right-of-way boundary line of said 70.5 foot wide 5th Avenue, a distance of 345.00 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of said Block 28, located on the southern right-of-way boundary line of 80 foot wide Campbell Avenue, for an angle corner of the herein described 53.2017 acre tract, at position X=3257746.44 and Y=13698717.95;

THENCE North 87°15'24" East, coincident with the southern right-of-way boundary line of 80 foot wide Campbell Avenue, a distance of 420.50 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of said Block 27, located on the western right-of-way of way boundary line of 70.5 foot wide 4th Street, for an angle corner of the herein described 53.2017 acre tract, at position X=3258166.40 and Y=13698738.07;

THENCE South 2°44'36" East, coincident with the western right-of-way of way boundary line of 70.5 foot wide 4th Street, a distance of 345.00 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of said Block 34, located on the southern right-of-way boundary line of 80 foot wide Lanham Avenue, for an angle corner of the herein described 53.2017 acre tract, at position X=3258182.91 and Y=13698393.52;

THENCE North 87°15'24" East, coincident with the southern right-of-way boundary line of 80 foot wide Lanham Avenue, a distance of 420.50 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of said Block 35, located on the western right-of-way boundary line of 70.5 foot wide 3rd Street, for an angle corner of the herein described 53.2017 acre tract, at position X=3258602.88 and Y=13698413.64;

THENCE South 2°44'36" East, coincident with the southern right-of-way boundary line of 80 foot wide 70.5 foot wide 3rd Street, a distance of 345.00 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of said Block 38, located on the southern right-of-way of 80 foot wide Sayers Avenue, for an angle corner of the herein described 53.2017 acre tract, at position X=3258619.38 and Y=13698069.08;

THENCE North 87°15'24" East, coincident with the southern right-of-way boundary line of said 80 foot wide Sayers Avenue, a distance of 491 feet to a set 5/8" iron rod with survey cap marked "WPD 4467", for the northeast corner of Lot Block 37, same being the northwest corner of Lot 5, Block 37, for an angle corner of the herein described 53.2017 acre tract, at position X=3258789.67 and Y=13698077.24;

THENCE North 87°15'24" East, coincident with southern right-of-way boundary line of said 80 foot wide Sayers Avenue, a distance of 491.00 feet to set 5/8" iron rod with survey cap marked "WPD 4467" for the northwest corner of Block 18, located on the eastern right-of-way boundary line of 70.5 foot wide 2nd Street, for an angle corner of the herein described 53.2017 acre tract, at position X=3259109.76 and Y=13698092.58;

THENCE North 2°44'36" West, coincident with the eastern right-of-way boundary line of said 70.5 foot wide 2nd Street a distance of 385.00 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" located at the intersection of the eastern right-of-way boundary line of said 2nd Street with the centerline of 80 foot wide Lanham Street, for an angle corner of the herein described 53.2017 acre tract, at position X=3259091.33 and Y=13698477.08;

THENCE North 87°15'24" East, coincident with the centerline of said 80 foot wide Lanham Street, a distance of 231.72 feet to a set 5/8" iron rod with survey cap marked "WPD 4467", located on the southwestern right-of-way boundary line of 120 foot wide Texas State Highway #3, for an angle corner of the herein described 53.2017 acre tract, at position X=3259322.76 and Y=13698488.17;

THENCE South 41°10'00" East, coincident with the southwestern right-of-way boundary line of 120 foot wide Texas State Highway #3, a distance of 270.78 feet to a set 5/8" iron rod with survey cap marked "WPD 4467", located on the eastern boundary line of said Lot 6, Block 14, same being the western boundary line of Lot 7, Block 14, for an angle corner of the herein described 53.2017 acre tract, at position X=3259500.97 and Y=13698284.36;

THENCE South 2°44'36" East, coincident with the eastern boundary line of said Lot 6, Block 14, same being the western boundary line of Lot 7, Block 14, a distance of 172.86 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of said Lot 5, Block 13 and the northwest corner of said Lot 4, Block 13, located on the southern right-of-way boundary line of 70.5 foot wide Sayers Avenue, for an angle corner of the herein described 53.2017 acre tract, at position X=3259509.25 and Y=13698111.72;

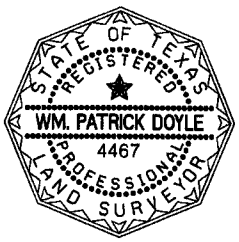
THENCE North 87°15'24" East, coincident with the southern right-of-way boundary line of 70.5 foot wide Sayers Avenue, a distance of 125.00 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" for the northeast corner of Lot 1, Block 13, located on the western right-of-way boundary line of 70.5 foot wide 1st Street, for an angle corner of the herein described 53.2017 acre tract, at position X=3259634.09 and Y=13698117.70;

THENCE South 2°44'36" East, coincident with the western right-of-way boundary line of 70.5 foot wide 1st Street, a distance of 1645.00 feet to set 5/8" iron rod with survey cap marked "WPD 4467" for the southeast corner of Lot 11, Block 22, located on the northern right-of-way boundary line of a 80 foot wide Galveston Avenue, for an angle corner of the herein described 53.2017 acre tract, at position X=3259712.81 and Y=13696474;

THENCE South 87°15'24" West, coincident with the northern right-of-way boundary line of 80 foot wide Galveston Avenue, a distance of 271.67 feet to a set 5/8" iron rod with survey cap marked "WPD 4467" at the intersection of the northern right-of-way boundary line of said 80 foot wide Galveston Avenue with the northeastern right-of-way boundary line of said 100 foot wide Centerpoint Energy right-of-way, for an angle corner of the herein described 53.2017 acre tract, at position X=3259441.49 and Y=13696461.80;

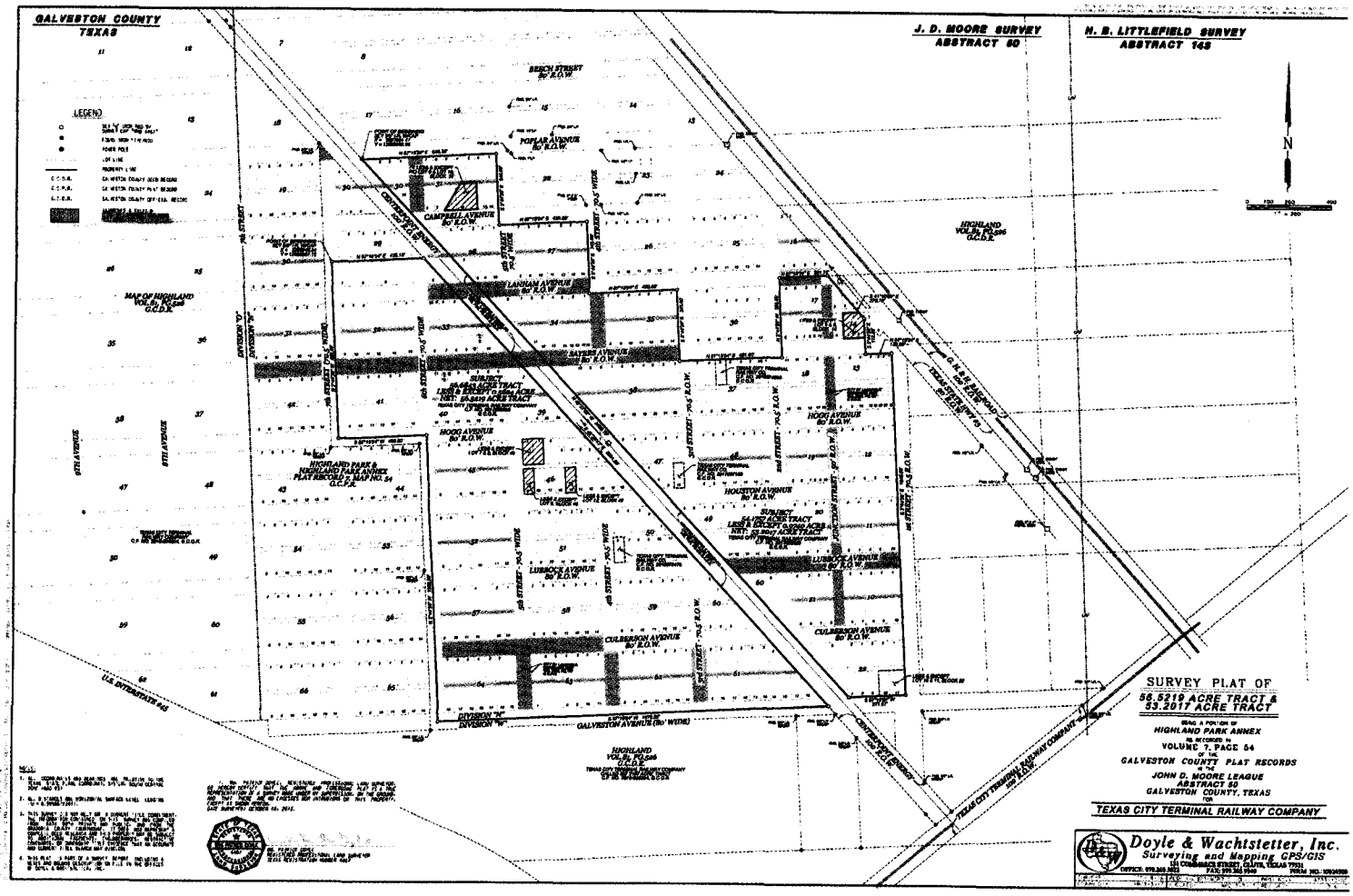
TEXAS CITY TERMINAL RAILWAY COMPANY 53.2017 ACRE TRACT,
J. D. MOORE SURVEY, ABSTRACT 50
GALVESTON COUNTY, TEXAS
PAGE 4 OF 4

THENCE North 42°27'09" West, coincident with northeastern right-of-way boundary line of all that certain 100 foot wide Centerpoint Energy right-of-way (a.k.a., the Houston Galveston Interurban Railway, as shown on the map or plat of said Highland Park and Highland Park Annex), being the same called 3.980 acre tract conveyed by deed on September 10, 1955 from the Galveston-Houston Company to Houston Lighting & Power Company as recorded in Volume 1121, Page 643 of the G.C.D.R. and the northeastern right-of-way boundary line of said Centerpoint Energy 100 foot wide right-of-way (Houston Lighting & Power Company called 4.254 acre tract), a distance of 3483.70 feet to the **POINT OF BEGINNING,** containing within this description 54.1757 acres of land, less and except, 0.9740 acres being Lot 10 and 11, Block 22, a portion of Lot 9 and all of Lot 10, Block 31 and Lot 10, Block 47 of said Highland Park and Highland Park Annex Subdivision, leaving a net acreage of 53.2017 acres of land, more or less.



Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
December 23, 2016
March 6, 2017

This description is based on a survey, a plat of which, dated December 23.2016 is on file in the office of Doyle & Wachtstetter, Inc.
V:\Pat\TC Terminal Port of Texas City\TC Terminal 53.2017 acres (East Tract)- LaMarque Economic Rev1.doc


GALVESTON COUNTY
TEXAS
J. D. MOORE SURVEY
ABSTRACT 60
H. B. LITTLEFIELD SURVEY
ABSTRACT 145
LEGEND
BEECH STREET
POPLAR AVENUE
CAMPBELL AVENUE
LANHAM AVENUE
HOGG AVENUE
HOUSTON AVENUE
LUBBOCK AVENUE
CULBERSON AVENUE
GALVESTON AVENUE (80' WIDE)
DIVISION "A"
DIVISION "B"
DIVISION "C"
DIVISION "D"
U.S. INTERSTATE 45
TEXAS CITY TERMINAL RAILWAY COMPANY
HIGHLAND
VOL. B, PG. 546
G.C.D.R.
MAP OF HIGHLAND
VOL. B, PG. 546
G.C.D.R.
HIGHLAND PARK &
HIGHLAND PARK ANNEX
PLAT RECORD, MAP NO. 54
G.C.P.R.
SURVEY PLAT OF
56.5219 ACRE TRACT &
53.2017 ACRE TRACT
HIGHLAND PARK ANNEX
VOLUME 7, PAGE 54
GALVESTON COUNTY PLAT RECORDS
JOHN D. MOORE LEAGUE
ABSTRACT 60
GALVESTON COUNTY, TEXAS
TEXAS CITY TERMINAL RAILWAY COMPANY
Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS

FILED AND RECORDED

Instrument Number: *2018043588*

Recording Fee: 58.00

Number Of Pages:10

Filing and Recording Date: 07/20/2018 8:59AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

CITY COUNCIL AGENDA FORM

Meeting Date: November 10, 2025
Agenda Item: 9.VI.
Prepared by:
Reviewed by: Galilea Berrera, Executive Assistant
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Considering the resignation of the Municipal Judge and appointing a new Municipal Judge - *Administration / Clerk*

STAFF BRIEFING:
On October 22, 2025, Municipal Judge Kerry Pettijohn submitted a letter of resignation. She has requested to become the Associate Judge.

The Municipal Judge position is currently scheduled to become vacant on December 31, 2025.

Should the council desire, Associate Judge Gregg requested to be appointed as the Municipal Judge.

HISTORY:
N/A

FISCAL IMPACT:
N/A

Fall SWEEP Community Cleanup

BULK TRASH DROP OFF

FREE FOR LA MARQUE RESIDENTS!

11/15/2025 9AM-1PM

CITY SHOP 1500 MUNICIPAL ST.

WWW.CITYOFLAMARQUE.ORG

LA MARQUE
EST 1953
KEEP LA MARQUE BEAUTIFUL

LA MARQUE

GATEWAY TO THE GULF

Nutcracker Christmas Village

2 December, 6PM

Walter Feigle Park
1009 Bayou Rd

CHRISTMAS DISPLAYS, TREE LIGHTING, VENDORS, FESTIVE FUN & MORE! WWW.CITYOFLAMARQUE.ORG