



1111 Bayou
La Marque, Texas 77568
409.938.9202

Mayor Bobby Hocking
Mayor Pro- Tem Keith Bell- District A

Councilmember Chris Lane- District B
Councilmember Robert Michetich- District C
Councilmember Clent Brown- District D

OFFICIALLY POSTED ON THE WEB: DATE: 7.15..2016 TIME: 9:45 a.m.
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**SPECIAL CALLED
CITY COUNCIL
MEETING
AGENDA**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Special Called Meeting on Monday, July 18, 2016 immediately following the City Council Workshop that begins at 4:00 p.m.** at 1109-B Bayou Road for the purpose of considering the following agenda:

- (1) CALL MEETING TO ORDER**
- (2) ROLL CALL**
- (3) PRESENTATION**
 - a. City Manager to present the Proposed FY 2016-2017 Budget of the City of La Marque.
- (4) NEW BUSINESS**
 - a. Discuss/possible action regarding the approval of an Agreement between the City of La Marque and the La Marque Cougars Youth Organization.
 - b. Discuss/possible action regarding the approval of an Agreement between the City of La Marque and the Super Ladies Soccer Organization.
- (5) REQUESTS AND ANNOUNCEMENTS**
- (6) ADJOURNMENT**

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road,
La Marque, Texas **on or before July 15, 2016 before 5:30 p.m.**

Robin Eldridge, TRMC

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



CITY COUNCIL AGENDA FORM

Meeting Date: July 18, 2016
Prepared by: Robin for
Department: Public Services

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION - Discussion/possible action regarding approval of agreement between La Marque Cougars Youth Organization and the City of La Marque for use and maintenance of the football fields in Mahan Park, as recommended by the Parks Board.

☒ **X**

Attachments for reference

- Agreement
- Minutes of June 16, 2016 Parks Board Meeting

STAFF BRIEFING:

- William Sowell submitted an application (for an agreement) to use and maintain the fields in Mahan Park for the La Marque Cougars Organization.
- The La Marque Cougars and the Tigers have come together to form this organization.
- At the meeting of the Parks Board on June 16, 2016, it was voted unanimously to come into an agreement with Mr. Sowell

HISTORY:

- **6.16.16** – Regular Parks Board meeting approved the agreement between William Sowell and the City of La Marque

TARGET IMPLEMENTATION: Depending on City Council's decision

SIGNIFICANT ACTION DATES:

- **6.16.16** – Parks Board approved the recommendation to City Council of an agreement for the use of the baseball fields in Mahan Park

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other- Agreement | |

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



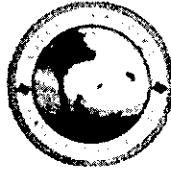
CITY COUNCIL AGENDA FORM



Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

STAFF'S RECOMMENDATION: Motion to approve the agreement between La Marque Cougars Youth Organization and the City of La Marque for use and maintenance of the football fields in Mahan Park, as recommended by Parks Board.

FISCAL IMPACT: NA



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

SECTION 1. Parties. This Agreement ("Agreement") is made by and between the City of La Marque, Texas (hereinafter called "City") and La Marque Cougars Youth Organization (hereinafter called Lessee).

SECTION 2. City hereby grants Lessee permission to use the Football Field located in Mahan Park, (the Premises), said Premises being owned by the City of La Marque and located within the corporate limits of the City.

SECTION 3. Consideration. As consideration for use of facilities, Lessee shall pay the City the sum of \$ per year . During the term of this Agreement, Lessee shall also pay any portion which exceeds \$ per month for water service to the Premises no later than fifteen (15) days after receipt of invoice. If payment is not received by due date, the Lessee will pay an additional \$-0- per day after due date. The City of La Marque is not responsible for the payment, repair work or any other use of electricity at Mahan Park. If electricity is needed during the use of the Premises, the Lessee shall make arrangements through the Lessee of the Baseball fields for this service.

SECTION 4. Term and Termination. This Agreement to use the Premises granted herein shall be for a period of three (3) year(s) commencing on June 1, 2016, 2016 and terminating on June 1, 2017 (except during the month of October) provided that City may at any time, on not less than (30) days advance written notice to the Lessee, revoke permission to use the Premises herein granted and may take possession of the Premises without being guilty in any manner of trespass; and all claims for damages for and by reason of such re-entry are hereby expressly waived by Lessee. It is agreed that City revocation of this Agreement prior to the expiration of the term hereof must be authorized by the City Council at a regular or special meeting. Lessee shall provide the Public Works Director a schedule of Lessee's days and times of practice use of facilities and days and times of games. During this time, Lessee shall have exclusive use of the fields during these times. When Lessee is not using the fields for practices and/or games, the fields may be used by the general public for recreational purposes. The Lessee shall not sublet the fields to any other organization for practice, games or tournaments without the written consent of the City.

SECTION 5. Actions on Termination and Indemnity. Upon termination or expiration of this Agreement, Lessee agrees to peacefully give up the use and possession said premises to City and shall remove all equipment, uniforms, and personal property. Upon termination or expiration of this Agreement, all physical improvements placed upon the Premises by Lessee shall remain in place. It is further agreed that the City Council (or their designee) shall have the right to approve all plans and specifications before any improvements are made to the Premises by Lessee, other

than normal maintenance. Lessee shall submit plans and specifications to the Parks Board for their approval, then to City Manager or designee for review and recommendation to City Council.

It is expressly understood and agreed that Lessee shall indemnify and hold City harmless from any liability for payment of any obligations incurred by Lessee or due to any improvements, etc. placed in or upon said Premises by Lessee. Lessee shall not encumber, in any manner, nor permit a lien of any type to be placed on, said Premises, and Lessee agrees to indemnify and hold City harmless in regard to any such financial obligations, liens, or encumbrances of any kind.

SECTION 6. Concession Stand. Licensee shall be permitted to operate a concession stand located next to the athletic fields on the Premises and shall be permitted to sell merchandise and non-alcoholic beverages during the period from one (1) hour immediately before an athletic event commences until one (1) hour immediately after said athletic event ends. Licensee shall provide adequate and suitable containers for collecting discarded cups, papers, and trash from the operation of said concession stand and shall be responsible for keeping the entire Premises free of all papers, cups, and trash from resulting from operations of said concession stand. At no time shall Licensee sell or allow the sale of beer, wine or any other alcoholic beverage.

SECTION 7. Equal Opportunity. It is agreed and understood that Premises are owned by the City are the subject of this Agreement and that in the conduct of Lessee's operation thereon, discrimination on account of race, color, sex, religion, age, disability, or national origin, directly or indirectly, is strictly prohibited.

SECTION 8. Maintenance and Responsibility. Lessee shall maintain the Premises in good condition satisfactory to City. Lessee shall be responsible for the costs of utility service to the Premises as discussed in Section 3. Lessee may at their own cost provide mowing to supplement that of the City. Lessee shall at their own expense be responsible for the maintenance of the fields for safety of the participants. Lessee shall also be responsible for all field lining and preparation of fields. Any unusual circumstances necessitating City assistance must be reported immediately to the Director of Public Works.

SECTION 9. Commercial Advertising. Lessee shall be able to generate revenue for the organization with the sale of fence advertising. All advertising shall be of good taste for a family venue and professionally created. Lessee shall be responsible for the installation of fence advertising at the start of the season and the removal of all advertising at the conclusion of the season. Lessee shall be solely responsible for the maintenance of all sign advertising.

SECTION 10. Annual Report and Financial Statement. It is agreed that Lessee shall furnish to the City Manager or her designee a financial statement of the past year's operation by **September 30** of each year.

SECTION 11. Insurance and Indemnification. As a condition precedent to the effectiveness of the agreement hereby granted, Lessee agrees to indemnify and hold harmless City, its officials, employees, and agents from and against any and all costs, claims, and damages (including attorney's fees) that may be caused by the use of the Premises, and shall protect and indemnify City from any and all claims, cost, expenses, judgments, and causes of action arising out of or in any way related to the use of the Premises, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, Lessee agrees to obtain and maintain an insurance policy naming the City as additionally insured. Such policy shall be for not less than

\$500,000.00 per person for bodily injuries, not less than \$100,000.00 for property damage, and an aggregate limit of not less than \$1,000,000.00 per occurrence. Proof of payment of premium for said policy and a copy of said policy shall be delivered to and kept by the City Manager or her designee and such insurance shall be maintained in full force so long as this Agreement is in effect. Not less than ten days prior to expiration of a current insurance policy, Lessee shall provide a copy of a new or replacement insurance policy to the City Manager of the City inclusive of evidence of the City continuing to be named as an additional insured under the policy. Failure to provide such proof of insurance as agreed upon shall negate any use of City facilities until such compliance has been satisfied.

SECTION 12. Validity. Each section, subsection, provision, requirement, regulation, or restriction established by this Agreement is hereby declared to be independent, and the holding of any part to be unconstitutional, invalid, or ineffective for any cause shall not affect or render invalid this Agreement or amendments hereto, as a whole or any part thereof, except the particular part so declared to be invalid.

SECTION 13. Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement by the party for whom he or she signs.

SECTION 14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Galveston County.

SECTION 15. Attorney's Fees. The party prevailing in any dispute under this Agreement shall be entitled to recover its reasonable attorney's fees and costs in addition to all other relief.

SECTION 16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Lessee may not assign its interest under this Agreement without obtaining the prior consent of the City, acting through its City Council. If Lessee desires to assign its interest under this Agreement, Lessee must submit a written request to the City Manager seeking permission to assign its interest and identify to whom the Lessee proposes to assign its interest and the terms of any such assignment. The request for assignment will be considered by the City Council at a regular meeting and the City Council, in its sole discretion, may vote to consent to the assignment or vote to not consent to the assignment.

SECTION 17. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. This Agreement may be executed by facsimile signature or by a signature transmitted by facsimile and such facsimile signature or such signature transmitted by facsimile shall be considered the same as an original signature for all purposes.

SECTION 18. Correspondence. All correspondence to the City shall be mailed or delivered to:

City Manager
1111 Bayou Road
La Marque, Texas 77568

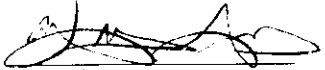
Lessee shall notify in writing to City their point of correspondence.

LESSEE:

CITY:

La Marque Cougar Youth Organization
(Name of Organization)

City of La Marque

By: 
Name: WILLIAM SCOVELL
Title: TRUSTEE
Date: May 4, 2016

By: _____
Name: Carol Buttler
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Robin Eldridge
Title: City Clerk
City of La Marque



CITY COUNCIL AGENDA FORM

Meeting Date: July 18, 2016
Prepared by: Robin for
Department: Public Services

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION - Discussion/possible action regarding approval of agreement between Super Ladies Soccer and the City of La Marque as recommend by the Parks Board.

☒ X

Attachments for reference

- Agreement (Expired)
- Minutes of June 16, 2016 Parks Board Meeting

STAFF BRIEFING:

- Super Ladies Soccer has had an agreement with the City of LaMarque s for the use of the soccer fields in Mahan Park since 2014.
- This Agreement expired in October of 2015
- Pete Ruiz came before the Parks Board asking for an agreement for the use of the soccer fields in Mahan Park for the Super Ladies Soccer Organization
- At the meeting of the Parks Board on June 16, 2016, it was voted unanimously to approve an agreement with Mr. Ruiz

HISTORY:

- **6.16.16** – Regular Parks Board meeting approved the agreement between Super Ladies Soccer Organization and the City of La Marque

TARGET IMPLEMENTATION: Depending on City Council's decision

SIGNIFICANT ACTION DATES:

- **6.16.16** – Parks Board approved the recommendation to City Council of an agreement with Mr. Ruiz for the use of the soccer fields in Mahan Park

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other- Agreement | |

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



CITY COUNCIL AGENDA FORM



Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

STAFF'S RECOMMENDATION: Motion to approve the agreement between Super Ladies Soccer and the City of La Marque, as recommended by Parks Board.

FISCAL IMPACT: Depending on City Council's decision

CITY OF LA MARQUE

AGREEMENT FOR USE OF CITY LAND FOR ATHLETIC FUNCTIONS

SECTION 1. Parties. This Agreement (the "Agreement") is made by and between the City of La Marque, Texas (hereinafter called "City") and the Super Ladies Soccer League (hereinafter called lessee).

SECTION 2. City hereby grants lessee permission to use soccer field #2 located in Highland Bayou Park (the Premises), said Premises being owned by the City of La Marque and located within the corporate limits of the City.

SECTION 3. Consideration. As consideration for use of facilities, lessee shall pay the City the sum of \$1.00 per year. During the term of this Agreement, lessee shall also pay any portion which exceeds **\$-0- per month** for water service to the Premises no later than fifteen (15) days after receipt of invoice. If payment is not received by due date, the lessee will pay an additional **\$-0- per day** after due date. In addition, lessee shall also pay any portion which exceeds **\$-0- per month** for electrical services to the Premises. If payment is not received by due date, the Lessee shall pay an additional **\$-0- per day** after due date.

SECTION 4. Term and Termination. This Agreement to use the Premises granted herein shall be for a period of one (1) year(s) commencing on March 14, 2014 and **terminating on March 13, 2015, (except during the month of October)** provided that City may at any time, on not less than (30) days advance written notice to the Lessee, revoke permission to use the Premises herein granted and may take possession of the Premises without being guilty in any manner of trespass; and all claims for damages for and by reason of such re-entry are hereby expressly waived by Lessee. It is agreed that City revocation of this Agreement prior to the expiration of the term hereof must be authorized by the City Council at a regular or special meeting. Lessee shall provide the Public Works Director a schedule of lessee's days and times of practice use of facilities and days and times of games. During this time, lessee shall have exclusive use of the fields during these times. When lessee is not using the fields for practices and/or games, the fields may be used by the general public for recreational purposes. The lessee shall not sublet the fields to any other organization for practice, games or tournaments without the written consent of the city.

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permit a lien of any type to be placed on, said Premises, and Lessee agrees to indemnify and hold City harmless in regard to any such financial obligations, liens, or encumbrances of any kind.

SECTION 6. Equal Opportunity. It is agreed and understood that Premises are owned by the City are the subject of this Agreement and that in the conduct of Lessee's operation thereon, discrimination on account of race, color, sex, religion, age, disability, or national origin, directly or indirectly, is strictly prohibited.

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City Manager
1111 Bayou Road
La Marque, Texas 77568

Lessee shall notify in writing to City their point of correspondence.

LESSEE:

Super Ladies Soccer League

By: Pete Ruiz
Name: PETE RUIZ
Title: President
Date: 3-18-2014

CITY OF LA MARQUE

City of La Marque

By: Carol Buttler
Name: Carol Buttler
Title: City Manager
Date: 03/12/2014

ATTEST:

By: Robin Eldridge
Name: Robin Eldridge
Title: City Clerk
City of La Marque