NOTICE OF LA MARQUE
REGULAR CITY COUNCIL MEETING
BY TELEPHONE CONFERENCE AND IN-PERSON

In accordance with order of the Office of the Governor issued March 16, 2020, the La Marque City Council will conduct a Regular Meeting on Monday, December 13, 2021 beginning at 6:00 PM. In accordance with Section 551.127(b) of the Texas Government Code a quorum of the La Marque City Council and the Mayor 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 and via YouTube.

This Notice, the meeting agenda, and the agenda packet can be found online at:

https://ci.la-marque.tx.us/AgendaCenter

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Mayor during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:
1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 92493940502

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

https://zoom.us/j/92493940502

Once you are on the website, you may need to enter the following:

Meeting ID: 924 9394 0502

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.

1111 Bayou Road
La Marque, Texas
409-938-9202

Mayor - Keith Bell
Kimberley Yancy - District A *Councilmember Michael Carlson - District C*
Mayor Pro-Tem Joe Compian - District B *Councilmember Casey McAuliffe - District D*
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ORDINANCE NO. O-2021-0021
RESOLUTION NO. R-2021-0038

CITY OF LA MARQUE
CITY COUNCIL
REGULAR MEETING
of
DECEMBER 13, 2021

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting on December 13, 2021**, beginning at 6:00 P.M. **in the Council Chambers at 1109-B Bayou Road, La Marque, Texas as well as via videoconference hosted through (ZOOM).** In accordance with Section 551.127(b) of the Texas Government Code a quorum of the La Marque City Council and the Mayor 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 and via YouTube. 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 – to be provided by the Ministerial Alliance

(4) PRESENTATIONS/PROCLAMATION
a. Introduction of Interim Public Works Director- Rick Sailler
b. Introduction of Development Services Director- K. Van Stavern
c. Introduction of City Public Relations Specialist- J. Pritchett
d. Officer Calvin Harp- "Community Policing Officer" for Lake Road North
e. Proclamation- Fair Housing Month (April) - *Consent items A&B*

(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 on a specific agenda item (limited to three (3) minutes) should give the Mayor your 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) REPORTS

a. Discussion relating to Texas New Mexico Power providing updates on street lighting

b. Discussion relating to Texas Department of Transportation providing updates on the I45 Expansion project

(7) MINUTES

a. Budget Workshop Minutes of July 26, 2021
b. Budget Workshop Minutes of July 27, 2021
c. Regular Meeting Minutes of August 9, 2021
d. Workshop Minutes of August 9, 2021
e. Special Meeting Minutes of September 7, 2021
f. Regular Meeting Minutes of October 11, 2021
g. Workshop Minutes of October 11, 2021
h. Special Meeting Minutes of November 1, 2021
i. Workshop Minutes of November 15, 2021

(8) CONSENT

a. Discussion/possible action regarding proclaiming April as Fair Housing Month: This proclamation will help to fulfill Fair Housing activity obligations as required by the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-083-003-D208 - Finance Director S. Kou

b. Discussion/possible action Proclaiming April as Fair Housing Month: This proclamation will help to fulfill Fair Housing activity obligations as required by GLO state contract number 22-085-003-D223- Finance Director S. Kou

c. Discussion/possible action regarding accepting the quarterly investment reports for Third Quarter 2021- Finance Director S. Kou

d. Discussion/possible action regarding approving Resolution No. **R-2021-0029**, authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts effective December 14, 2021- Finance Director S. Kou

e. Discussion/possible action regarding approving TexPool Resolution No. **R-2021-0030**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective December 14, 2021-Finance Director S. Kou

f. Discussion/possible action regarding approving Logic Resolution No. **R-2021-0031**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective December 14, 2021- Finance Director S. Kou

g. Discussion/possible action to adopt Resolution No. **R-2021-0032**, to designate authorized signatories for the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-083-003-D208- Finance Director S. Kou

h. Discussion/possible action to adopt Resolution No. **R-2021-0033**, to designate authorized signatories for the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-085-003-D223- Finance Director S.Kou

(9) NEW BUSINESS

a. Discussion/possible action regarding adding a traffic light at the entrance to the Delaney Cove subdivision- Mayor K. Bell

b. Discussion/possible action regarding approving Emergency Ordinance No. **O-2021-0019**, amending Chapter 29 of the City's Code of Ordinances; providing an effective date; providing a penalty; and making other findings and provisions related to fireworks- Legal G. Knebel *THIS IS THE FIRST AND FINAL READING*

c. Discussion/possible action regarding adopting Ordinance No. **O-2021-0020**, Amending the fiscal year 2020-21 Budget for various funds' expenditures by decreasing various funds' fund balances and increasing certain expenditures to individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit A-Finance Director S. Kou *THIS IS THE FIRST READING*

d. Discussion/possible action regarding adopting Resolution No. **R-2021-0034**, regarding Civil Rights which includes the Section 3 Policy, Excessive Force Policy, Limited English Proficiency (LEP) Standards Plan, Section 504 Policy and Grievance Procedures, Code of Conduct Policy, and Fair Housing policy – Finance Director S. Kou

e. Discussion/possible action regarding adopting Resolution No. **R-2021-0035**, accepting the 2021 City of La Marque investment policy for investment of municipal funds per Public Funds Investment Act- Finance Director S. Kou

f. Discussion/possible action regarding allocation of American Rescue Cares Act funds – Mayor Pro Tem J. Compian

g. Discussion/possible action regarding amending the Narcotics Sergeant Position and reclassifying it to Narcotics Corporal Position- Police Chief R. Aragon

h. Discussion/possible action regarding the forgiveness of all interest and administrative fees incurred by the City of La Marque for the demolition of

all structures located at 1101 Delmar, La Marque, Tx 77568- Code Compliance Supervisor K. Van Stavern

i. Discussion/possible action regarding the forgiveness of all interest and administrative fees incurred by the City of La Marque for the demolition and weed control of a property located at 2414 Stonewall, La Marque, Tx 77568- Code Compliance Supervisor K. Van Stavern

j. Discussion/possible action regarding the forgiveness of all interest and administrative fees incurred by the City of La Marque for the demolition and weed control of a property located at 2509 Jackson, La Marque, Tx 77568- Code Compliance Supervisor K. Van Stavern

k. Discussion/possible action regarding a Final Plat application for Landing at Delany Cove Section 14, located near Mitchell Lane and F.M. 2004- Consulting City Engineer D. Ho

l. Discussion/possible action regarding a Final Plat application for O'Reilly La Marque Addition, a 1.489 tract of land, being a portion of that called 46.437 acre tract of land of the W.K. Wilson League, Abstract 2018, Galveston County, located near FM 1764 and IH 45 S- Consulting City Engineer D. Ho

m. Discussion/possible action regarding a request for Conditional Use within the zoning district (C-2) Restricted Commercial for construction of a Single Family dwelling on Lot 2 of the J Dugey Subdivision located near 1st St (Galveston County Property ID# 196669)- Consulting City Engineer D. Ho

n. Discussion/possible action regarding a request for Conditional Use within the zoning district (C-1) General Commercial for construction of a Single Family dwelling on Lots 10 & 11 of Block 4 of the T S George Subdivision near Azalea and Circle Dr. (Galveston County Property ID# 197045)- Consulting City Engineer D. Ho

o. Discussion/possible action regarding a request for Conditional Use within the zoning district (C-1) General Commercial for construction of a Single Family dwelling on Lots 3 & 4 of Block 4 of the T S George Subdivision near Holman and Honeysuckle (Galveston County Property ID# 197037)- Consulting City Engineer D. Ho

p. Discussion/possible action regarding a request for Conditional Use within the zoning district (C-1) General Commercial for construction of a Single Family dwelling on Lots 11 & 12 of Block 2 of the T S George Subdivision near Holman & Honeysuckle (Galveston County Property ID# 197028)- Consulting City Engineer D. Ho

q. Discussion/possible action regarding adopting Ordinance No. **O-2021-0021**, to change the zoning district from (C-2) Restricted Commercial to (R-1) Single Family Residential for Part of Block 25 (2500-8) Div. E Cook & Stewart Subdivision, located near Cedar Dr. and Lilac (Galveston County Property ID# 195743)- Consulting City Engineer D. Ho *THIS IS THE FIRST READING*

r. Discussion/possible action regarding the ratification of Interim City Manager's approval of expenditures in the amount of $83,975.00 to Texas Pride Utilities for costs associated with emergency pipe bursting of 8" collapsed sanitary sewer line on Hackberry Street- Interim Public Works Director R. Sailler

s. Discussion possible action regarding adopting Resolution No. **R-2021-0036**, regarding authorizing the City Manager to execute settlement documents with Sovereign Builders Inc., regarding the construction of the La Marque Central Fire Station- Legal G. Knebel

t. Discussion possible action regarding (4) Maintenance Technicians hired to maintain ditches and easements- Mayor K. Bell

u. Discussion/possible action regarding increasing patrol in Omega Bay- Mayor K. Bell

v. Discussion/possible action regarding safety lighting in Omega Bay- Mayor K. Bell

(10) AWARD OF BIDS/CONTRACTS

a. Discussion/possible action regarding adopting Resolution No. **R-2021-0037**, designating a management service provider for the Texas Hazard Mitigation Assistance program application and project implementation- Finance Director S. Kou

b. Discussion/possible action regarding adopting Resolution No. **R-2021-0038**, designating a professional engineering service provider for the Texas Hazard Mitigation Assistance program application and project implementation- Finance Director S. Kou

c. Discussion/possible action regarding adopting Resolution No. **R-2021-0039**, awarding administration/project delivery service provider contract to GrantWorks to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency- Finance Director S. Kou

d. Discussion/possible action regarding approving award of LM **Bid #09-22** contract to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of $91,875.00 – Interim Public Works Director R. Sailler

e. Discussion/possible action regarding approving the Administration and Engineering services for the Texas Parks and Wildlife – Planning Grant: Mahan Park – Highland Bayou Public Boat Ramp Improvements (Project No. FD-TX-F-296-B-1) to Adico, LLC in the amount of $98,242.00- Interim Public Works Director R. Sailler

(11) APPOINTMENTS

a. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions – Mayor K. Bell

(12) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized 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 551.086 (Economic Development)

a. Section 551.074 (Personnel Matters (551.074) – Discussion of the City Manager position for the City of La Marque
b. Section 551.074 (Personnel Matters) – Discussion of the appointment of a City Clerk

(13) ACTION TAKEN FROM EXECUTIVE SESSION

a. Discussion/possible action regarding the City Manager position for the City of La Marque

b. Discussion/possible action regarding approval of the recommendation from the City Manager for the appointment of a City Clerk

(14) REQUESTS AND ANNOUNCEMENTS

Requests by Mayor and Council Members for 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" includes:

(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.

(15) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before December 10, 2021, before 5:30 p.m.

_____

Kierra K. Nance, TRMC
Deputy City Clerk

CITY OF LA MARQUE
CITY COUNCIL BUDGET WORKSHOP
MINUTES
of
July 26, 27, 29 AND August 3, 2021

City Council Budget Workshop Minutes of the City of La Marque City Council **on Monday, July 26, 2021, beginning at 10:30 a.m. until adjourned, and resuming on Tuesday, July 27, 2021, beginning at 10:30 a.m. until adjourned, and resuming on Thursday, July 29, 2021 beginning at 10:30 a.m. until adjourned, and if needed on Tuesday, August 3, 2021 beginning at 10:30 a.m. until adjourned by telephone and video conference (ZOOM)** and also in-person at 1109-B Bayou Road, La Marque, Texas 77568, for the purpose of considering the following agenda:

(1) CALL TO ORDER

Mayor Bell called the Budget Workshops to order at 10:38 a.m., on Monday, July 26, 2021

(2) ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember – District A
Joe Compian	Mayor Pro-Tem – Councilmember District B
Michael Carlson	Councilmember – District C
Casey Mc Auliffe	Councilmember – District D

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bell delivered the invocation and led the Pledge of Allegiance

(4) CITIZENS PARTICIPATION

There were none

(5) NEW BUSINESS

a. Review and Discuss Proposed Fiscal Year 2021-2022 Departmental Budgets and all Funds

Interim City Manager reminded all that with all of the recent changes within the Administration of the city, there will be items previously placed in departments by previous Chiefs, Directors and City Manager, so there are changes to be made.

DRAFT

Finance Director Suzy Kou began with the organizational chart, which still had positions that are being proposed to illuminate (two Assistant City Managers)

Discussion continued of what position is needed to help the Interim City Manager in his position:

- A position in the City Manager office (Average annual salary $50,000.00 to $52,000.00) they were looking for would be an Executive Administrative Assistant – a little higher grade than an Assistant to the City Manager but lower than an Assistant City Manager role, that could help with projects in addition to other duties
- Assistant City Manager with clear duties and job functions obligations – would be closer to $110,000.00 annually
- The effectiveness of a City Manager and one Assistant to the City Manager was discussed, and it was asked that a model chart showing different scenarios be brought back to show the differences
- According to previous organizational charts, UB and Court was also under the Finance Director, and was recently moved under the City Manager, but maybe should have been left where they were (biggest cash flows)
- Department Heads in the past delivered their own reports, Council would like to see this return
- It was asked that the boxes be cleaned up as it relates to the organizational chart (to the operational and charter side); appointment sector being different clarifying leadership, all elements are present, just mixed together
- An Interlocal Agreement between the City and the Economic Development Corporation was asked about (one used to exist)

1. It was asked that the two (2) positions of the Assistant City Manager be removed from the org chart, leaving a space for a position to be announced and agreed upon during these discussions

2. Bring UB and Municipal Court operations under the Finance Director supervision

3. Clarify org. chart - operations, Council appointees, Boards, and Commissions

** Council will discuss and consider in detail positions, deletions, changes, additions, or reconstructed positions as the budget process continues

Finance Director proposed that a workshop be scheduled to discuss unfunded liabilities. Clarification was given for the 90-day surplus (fund balance), reserved monies recently paying for recent retirements; Donations Fund (some have been taken out of separate fund (general) books need to be rectified); Youth Program Fund, Kid Fish, Football Field - input from Council during budget workshops

DRAFT

Clarified - Fire Reserve Fund- line item 48 - reserved for training and repair and maintenance ($52,500.00);- Old GLO Grant- line item 39 should be closing out and clearing out off the books within the budget year (in the process); Fund 03- for replacement of meters ($42,000.00) – has been accumulating with interest through the years once depleted, Utility Fund would be used; Equipment Replacement Fund- old account used to purchase a grad-all, excavator or other big expenditures- is used to finance some of the smaller equipment currently; Child Outreach Program – movie nights for the community and other; Drug Seizure Fund- can be used to purchase equipment by Chief of Police; Disaster Fund- covers costs and reimbursement for multiple events (1 million- some used for URI , some reimbursements have been received and waiting on some; PEG Fund- 1% of Comcast and AT&T Franchise – to be used on capitals public education in Government - promotes education

It was noted that more income generated from Sales Tax than Property Tax in historic years- being very conservative - it was asked whether Amazon would be paying sales taxes (where are the goods being purchased from, it may not be collected by La Marque) this is a distribution center - inventory can be taxed- what was the financial impact? - it was clarified that after the first year in operation, this would signify a better set of numbers.

What are the recent bonds being used for that was recently passed in the election? (Galveston County); updates for grants and what the monies are being spent on suggesting more accountability where grant monies are concerned - more documentation (visible signs) – it was asked that monthly updates on grant projects- progress, stage, etc. be provided to Council.

Gary Smith of Grant Works reviewed the current grants as mentioned below:

Three grant projects are currently being "worked" in the city:

1. CDBG-DR- Hurricane Harvey Grant – Drainage- (tied to Harvey event or damage) - **1.7 million dollars** were awarded to La Marque. All CDBG's - HUD- 51% has to go towards low to moderately income municipalities – (Drainage- Merry & Melody Streets included but there are 16 sites included in that neighborhood)- damage done to streets are also included in this grant awarded - currently in the GLO (General Land Office)hands, city has done their part (will need to go out for bids)
2. CDBG- Harvey Mitigation Grant- 2015- city-wide flooding event (CDBG MIT) the city was awarded **7.5 million dollars** to be used for reconstruction of 680 + manholes in the city, included drains and covers and three sections of sewer line replacement – approximately 25,000 linear feet (still waiting on the contract) waiting on GLO
($75,000 city match cost)
3. CDBG- $48,504.004 awarded grant ($492,000.00 city match) – Wastewater Treatment Plant renovation and expansion – resilient project, increasing sewer

treatment flow, flood proofing the existing WWTP, includes 21 lift stations and with new pumps, elevating and installing emergency backups and infiltration (waiting on a contract from GLO) - they are working on all of these with General Land Office (GLO)

It was said that this is the first time working with La Marque (these 3 grants)

Finance Director is just now recently being brought into the loop on these grants in La Marque. Usually this contact person is the designated person for the city, by the Administrative staff- City Manager); Mayor is required for formal signatures only, Council has nothing to do with the grant process.

Grant Works has several persons responsible for the administration of the grants. They were awarded this through the formal bidding process. Further discussion included this process and how Grant Works is paid and how based on % of amount of grants, they monitor our bidding process, (Section 3) and also write the grants, file the reports.

It was discussed that this Council will make sure that monies that are currently and futuristically being granted will be closely monitored in accordance with HUB and Section 3.

It was said that the City has done on its own as much as it can for the resilience of the infrastructure and points were added to the grant application because of this. A lot of hard work goes into the application grant process.
Grant writers are compensated on the back end, not up front.

Mayor Bell called for a lunch break at 1:10 p.m. and invited members of the public to join the Council in the community room.

Mayor Bell reconvened the Budget Workshop at 2:22 p.m. (Kierra- Deputy City Clerk)

PUBLIC WORKS

Interim City Manager Mr. Cary began with the Public Works organizational chart. Four additional employees are being asked for to Fund 12 (four) (4) Maintenance Technicians - entry level) not including two that are included in the proposed budget. The tasks include mowing of ditches, repairing minor leaks, street repairs, and all other requirements in public works - daily activities, maintenance and mowing of parks. Public Works accomplishments were briefly discussed.

Mayor Pro-Tem Compian asked about breaking down this department org chart into all of the categories that make up the Public Works Department.

DRAFT

Position of the Wastewater Treatment Plant Supervisor ($90,000.00) - (Utility Fund) contract with Precision is $450,000.00 currently. This position must be TCEQ compliance literate and hold a certified (Class B) license according to TCEQ – at least 8 years in water and sewer. If the City could hire this position, it would cut back on this contract and save the city $450,000.00. This person would oversee the wastewater treatments plants. Discussion of a Water Treatment Plant Supervisor (Utility Fund) and by hiring this position, would save the City the $450,000.00, with the exception of the salary for this position.

The difference between Fund 24 and 22 was clarified by the Finance Director. The Maintenance Technician job title was clarified as to what their job duties involved. Certification pay was discussed briefly, and/or raise this salary and offer incentives. It was discussed to hold onto the contract and take the steps that are in place to begin the process of recruiting and obtaining a person for this position. A Shop Supervisor (can be split between the General and the Utility Fund) - currently not in the proposed budget. It was asked if the City could begin spraying on its own for mosquito control and it was asked that maybe two of the current employees could add this job function to their job descriptions. It was asked that the Interim City Manager check into the cost associated in getting someone certified to spray and mounting the machine into the back of an existing truck. This person would be compensated for this extra task.

A 2% across the board increase for all city employees was mentioned under this discussion, which has been added into this proposed budget.

Department 12 was clarified by the Finance Department. An org charts was asked that would clearly defines roles and sectors: 1. a street department, (addresses potholes, street signs, etc.); 2. a mowing section (easements, ditches, row's), and 3. a parks section. This ORG chart needs to be addressed and fixed by the adoption of the budget - well defined and directed to the needs of the citizens. The $38,188.00 for Project Coordinator (Amanda) - (Harvey related) - is two positions combined – primary role is to oversee of Public Works Department and then oversee grants and special projects. It was discussed that the Projects Coordinator/Street Supervisor to be done away with, those two positions – place back under Department 12. (J. Mose); the other four new being asked including these two would be six new persons in Department 12 for ditches, streets, potholes, etc. Department 22- Supervisor is Rodney Gamble

Discussion continued as to what Amanda's salary is and some of the setbacks in boosting up the salaries, and the organization of the Public Works Department in general. Shop Supervisor duties/salary was briefly discussed, and this position still needed a good job description.

The Administrative position (Venisha) and the duties were discussed as opposed to what De Wanna does.

DRAFT

Finance Director and Public Works and City Manager will work on organization of a more precise organizational chart. Salaries to be set by City Council.

The four Maintenance Technicians were recommended to have the duties as followed: assigned to each- clearing and mowing ROW's ditches and those heavily wooded areas, to be cleared by a contractor then maintained further by the city.

The other two to be assigned to streets maintenance, potholes, etc.

Other areas of discussion include: Professional Fees- Omega Bay Survey; Camaras scattered in certain areas within the City in certain parks; Traffic Control signs in need of replacement and their costs, and the list of a citywide need, this list was said to be available on the same date of this meeting; Monies that are available in the Youth Fund to hire possible employees from the Intern Program was discussed; Intern lighting program was briefly discussed; Temporary Speed Bumps and their line item were under Traffic Control- it was asked for an additional $5,000.00; but adjustments can be made as needed

Mayor Bell recessed the Budget Workshop at 3:52 p.m.

Mayor Bell reconvened the Budget Workshop at 4:06 p.m.

TAX CONSULTANT

Mark Ciavaglia of Linebarger, Goggan, Blair and Simpson shared information concerning the following: Delinquent Taxes and collections of delinquent Courts Fees and Fines; they also interface with citizens in their delinquent taxes.
Highlighted the following:

- Taxes due January 1, 2022
- Accrues penalty and interest beginning on February 1, 2022
- On July 1, 2022- an additional fee that is paid to Linebarger, Goggan, Blair and Simpson fee also paid- they are paid by citizens
- 98.28 % were paid as of June 30, 2021
- 2005-2020- trending upward taxes (value and levy) and percentage of those who pay also has gone up
- Continuing to make strides in collecting taxes so that those citizens can keep their property
- Also works with Code to collect Special Assessment Liens (demolished homes, debris removal, mow grass, etc.)- no added-on fee

Addressed Code Enforcement as being a hard job, works closely with Kathleen Van Stavern- the Code Compliance Supervisor. His firm created the software used by the County for Tax Collections, as well as other entities. They wrote the Code Compliance Software as well and is provided at no cost and is availability. In order to do this, it would take a contract amendment and some additional training at no cost.

Request Tracker vs. his software is that there is no comparison. They have different capabilities. Request tracker does not tie into the Tax information, or property ownership and does not create letters, etc. It would be used as a separate tool.

Rental Relief Program was described; Texas Law Help, Texas Rental Relief also used as resources for renters. Delinquent Tax Revenue line item is used for any over amount collected from what is budgeted as revenue. Potentially, there could be several tax accounts in relation to the new Amazon Distribution Center currently being constructed (land, approvements, lease if more than a year in term, business, and personal property) a function of the assessed amount of the property, would give what this business would collect.

Finance Director is still waiting on the numbers from the County Tax Office. Senate Bill 2 changed municipalities in a large way (automatic election/vs. petition driven election based on the numbers that are given to the City).

Questions arose as if the City have any rights to the products going through the Amazon Distribution Center (Goods in Transit); suggested to continue to work closely with the Appraisal District

Business Personal Property Tax Abolishment- was filed with Legislation for the last four sessions, but has failed to pass on all of those, but will more than likely continue to be filed.

It was suggested that the Amazon deal was not negotiated by the City, but with a third party. The obligations as a city and what to expect in return was discussed briefly. It was asked that the Agreement with Amazon be reviewed by this Council.

CAPITAL PROJECTS

Items outside of Budget include:

Public Works- (2) Trash Pump-trailer mounted (4 inch $28,000.00); (6 inch $42,000.00) usually are rented when lift stations go down, it is used to pump water out of flooded areas and lift sewage when the lift station go down; landscaping trailers ($6,000.00) - currently using one - with the need of more mowing of easements and ROW's (Street Department)- it was suggested to use the Clean City vehicle (they will look into this); Mowers- water pant, lift stations, ditches. Back-hoe (Utility 22) $90,000.00)- dig up water/sewer leaks currently using 2008 model keeps breaking down and they have to rent. Hammer Hoe attachment used to break up concrete – constantly breaking down ($16,100.00); Dump Truck currently there are three to four- older models (1970's); sitting at the shop considered unrepairable- they are used to haul dirt from digging out ditches, repairing sewer leaks, water leaks, hauling limestone, crushed concrete (smaller version dump trailer - $72,000.00) not a lot different than a flat-bed. Regular dump truck cost ($230,000.00); Grandal- two currently one is completely

broke down company won't work on; the other is in and out of the shop. Used to slope ditches, and other street department tasks; Mowers ($9,600.00 each); portable air compressor - used to bore under streets to keep from having to tear up streets and keeps from renting one, ($25,000.00); Portable LED Work light- to be able to see when working on jobs during the night; light up parking lots (multiple uses) variable prices; Digital Marquee sign for the Public Works Building and Code Department; Renovation of the Public Works Service Building (Shop/Storage and Office area) used by the mechanics - TML suggested this as a possible liability - Magnolia and Howell Streets – this may be in this current year budget but further discussion, recommended that changing the nature to an environmental and storage area as opposed to any offices it was suggested to build or look for another are for the shop personnel was discussed maybe into building "A", work towards a plan. It was asked that maybe some of the portable buildings that were used by TCISD to be utilized for this as an option; Removal of the underground storage tanks (6th year to ask for this item) as recommend by TCEQ (compliance issue at this time); Heavy easements clearing – ($200,000.00) (contractor needed at first) then maintained by the City thereafter. It as asked if this could be done in phases (3-year phase out); Concreate repairs ($60,000.00) price changes daily; Sidewalks repaired due to trees growing underneath and breaking. (Certain trees planted and placement of manholes are issues-subdivision); Subdivision improvements (sidewalks, etc.); Highland Bayou Shoreline- major erosion and losing a lot of land. (1.7 million dollars adding bulkhead and filling it all in but some grants are available for this. $40,000.00 is needed for 600 feet there a is 3 thousand feet needed to be done (immediate emergency). Grant Works is looking for a grant opportunity land delineation survey is needed first to consider what is considered wetlands. They have been placing bricks at the back of the property- limited; Stabilize the Pavilion – ($50,000.00) supporting beam replacement and or repaired. In the Master Parks Plan- was it discussed to enlarge this pavilion- it was talked about to build an amphitheater in the back; Valve Inventory Assessment Project- $700,000.00)- concerns around I-45 – several are needing to be replaced, these need to be isolated, in case and or when these are broken during this I-45 expansion project; Kirby Well Site repairment is currently not producing water currently, rehabbed about six years ago (compliance to TCEQ)- this is needed; (could be covered under the GLO grant already given); Chlorine and Sulphur gas alarms (immediate need)- $15,000.00 - reimbursable through storm; Scales and Regulator replacement at WWTP; DeLaney Lift Station Generator

Discussion briefly included the envision under the County's Bond election and what portion the City was supposed to match or pay. Bidding process was in the works according to the Interim City Manager (streets). It was clarified as to the EDC will be presenting this during their budget workshop.

(6) EXECUTIVE SESSI0N

There was no Executive Session

DRAFT

(7) ADJOURNMENT

Councilmember Carlson made a motion to adjourn the Budget Workshop at 6:32 p.m.

Councilmember Yancy seconded. **BUDGET WORKSHOP ADJOURNED**

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Keith Bell, Mayor

ATTEST:

_____

Robin Eldridge, TRMC
City Clerk

DRAFT

CITY OF LA MARQUE
CITY COUNCIL BUDGET WORKSHOP
MINUTES
of
July 26, 27, 29 AND August 3, 2021

City Council Budget Workshop Minutes of the City of La Marque City Council **on Monday, July 26, 2021, beginning at 10:30 a.m. until adjourned, and resuming on Tuesday, July 27, 2021, beginning at 10:30 a.m. until adjourned, and resuming on Thursday, July 29, 2021 beginning at 10:30 a.m. until adjourned, and if needed on Tuesday, August 3, 2021 beginning at 10:30 a.m. until adjourned by telephone and video conference (ZOOM)** and also in-person at 1109-B Bayou Road, La Marque, Texas 77568, for the purpose of considering the following agenda:

(1) CALL TO ORDER
Mayor Bell called the Budget Workshops to order at 10:35 a.m., on Tuesday, July 27, 2021

(2) ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember – District A
Joe Compian	Mayor Pro-Tem – Councilmember District B arrived at 10:39 a.m.
Michael Carlson	Councilmember – District C
Casey Mc Auliffe	Councilmember – District D

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Mayor Bell delivered the invocation and led the Pledge of Allegiance

(4) CITIZENS PARTICIPATION
There were none

(5) NEW BUSINESS
a. Review and Discuss Proposed Fiscal Year 2021-2022 Departmental Budgets and all Funds

FIRE DEPARTMENT
Interim Fire Chief David Merryman was present and began the discussion which included the following: The Organizational Chart

DRAFT

- the Deputy Chief of Operations – responsible for day-to-day operations of the fire service including fire service maintenance of fire and ambulance trucks, maintain minimum level of staffing and ensure that all firefighters maintain the CE training requirements;

- EMS Administrator – responsible for maintaining all State Health Services Licenses, all paramedic and EMT certifications, all report writing; QA-QI; Responder licenses; Maintains Intermedic Reporting Software for EMS and Medical Billing (included Medicaid and Medicare licensing)

- Fire Marshal – all of fire prevention side and community production; fire inspections; new Occupancy Certificate inspections, Arson investigations; Child Safety Seat Program; Smoke Detector Program

- Assistant Fire Marshall – position covered under the CBA-alias Fire Marshall Fire Chief designates this person or this could be the same person

The Program "I am La Marque" was created by City Council to ensure the opportunity to people who grew up here to have the chance to serve the city and have the chance of becoming a firefighter. Criteria includes: Must be from the City of La Marque, or graduating or be an alumni from the city. Further discussion included the outline of the two-year process, recruitment, and notification of such a program which began in 2014 (under the late Fire Chief Gerald Grimm).

Streamlining of this department came from the previous administration. There is a difference from the current organizational chart and what was being proposed.

The goal is to have both Fire Stations mirror each other which includes: One Fire Captain and one Fire Engineer at each station. There was a discrepancy from the chart on these numbers of positions. Budget previously reflected six captains, but since this has not been the case. No positions have been eliminated from last year's budget to this year proposed budget. The Texas Commission on Fire Protection does an inspection once every two years – and inspects policies and procedures, air packs, bunker gear and training and this past year they met the standards. Currently there is an eight-minute and fifty-nine second response time (9 minutes); from the time that the trucks leave the station but always keeping an effort to reduce this time.

CBA (under the Collective Bargaining Agreement) health premiums were discussed. Further discussion included that an ideal organizational chart would include more Captains to the current organizational chart. It was considered a dangerous situation without each station having a Captain (3 additional); a Safer Grant was discussed. Also briefly discussed was to bring back a volunteer department, but not to do away with the current staffing level.

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Clarification: each shift always has a Captain, historically (3) for each station now that there are two stations, we should have six Captains. All Firefighters are required to be EMT's which is the basic level of emergency medical services technicians. The next level is the Advanced EMT and then a paramedic. The City is working to get all of the firefighters to this level.

A question arose by Mayor Pro-Tem Compian as to why citizens are not given a choice of which hospital that they want to be transported to if the need arises, to which Interim Fire Chief Merryman said that after a persons' health is assessed, they are transported to the "closest appropriate facility", to which Mayor Pro-Tem disagreed with this practice.

Further discussion included the line items and description of fire equipment, training, equipment replacement, repair and maintenance, certification pay. Currently, the City has two new Fire Trucks; ambulance needs to be repaired (2005); ($287,950.00) for a new ambulance. It was asked to see if there are any new safety functions that a new ambulance would have that could not be available by re- mounting the "box" to a newer chassis. It was discussed to possibly bring back the line item the Vehicle Replacements Fund. Overtime pays and general insurance (accidents) was also briefly discussed. Finance to get back with Council in the amount under the general insurance

Mayor Bell recessed the Budget Workshop at 12:40 p.m.

Mayor Bell reconvened the Budget Workshop at 1:42 p.m.

POLICE DEPARTMENT

Interim Police Chief Chad Waggoner began the discussion with the organizational chart. The Dispatch Supervisor (Tina Smith) and the Administrative Assistant are the same person (for the past six years). There are five working Dispatchers at this time, with one in training and there are two open positions. Salaries were briefly discussed as opposed to other surrounding cities salaries for these positions. A "bump up" in pay was discussed for the dispatchers and the Administrative Assistant. There are five patrol vacancies in the Police Department at this time, in all there are seven open positions in the Police Department at this time. Re-organization of the Police Department was discussed. The possibility of an Assistant Police Chief; the Social Worker position last year was budgeted but not filled.

Clarification as that the Mayor and Council were not ever going to be defunding the Police Department, but actually more funding. Equipment is needed, positions to be filled; recruiting and moral problems were discussed. Cadet program needs to be revamped and be more creative. If present employees aren't happy, it is hard to pull new employees into the department.

Councilmember Yancy stated that she personally sent over twelve persons and none of those were hired and said that she felt that there was a problem within the Police Department. It was noted that there are several of the applicants who did not pass their Civil Service test that is required by the CBA (writing reports are a main issue); change in this department was suggested; once a person does pass the Civil Service test, a background check is also required, which could also be a hinder, but the Police Chief has the final say. Overtime also was discussed; better pay; community policing; revamping recruitment efforts

Direction was given for the Interim Police Chief to hire a Mental Health Officer; and to educate and provide further communication with the public; social media person to educate public before the wrong information gets out to social media;

Mayor Bell recessed the Budget Workshop at 3:40 p.m.

Mayor Bell reconvened the Budget Workshop at 4:09 p.m.

With an addition of an ID Officer, Street Crime Officer and Deputy Chief the Finance Director will look further into the salaries and definite numbers and get back with Council on Thursday, and the addition of or two Narcotic Officers also with the Mental Health Officer being under Professional Services. Immediate need for more Police Officers. A sign–on bonus was discussed; advertising of promotions; new avenues for posting; clarification on assets; a proposal for leasing of police vehicles through Enterprise (included maintenance and replacement but excludes tires; canine patrol officer (a new dog - $15,000.00 includes training); mobile recreation center was briefly discussed (from the Child Safety Program); a program funded through the Boy Scouts of America; a facility usage plan

Dispatch Supervisor Ms. Smith revisited the Budget Workshop and spoke of the overworked and underpaid dispatchers and it was discussed to raise the dispatchers hiring $20.00 per hour minimum.

Interim Fire Chief Merryman revisited the Budget Workshop and discussed the three items on the Capital list: Bunker gear ($56,000.00); (3) Ambulance (Equipment Replacement Fund item); Stair Chair- device that lifts patients to be able to transport up or down stairs

(6) EXECUTIVE SESSI0N

There was no Executive Session

(7) ADJOURNMENT

BU**DGET WORKSHOP ADJOURNED** at 6:32 p.m.

_____

Keith Bell, Mayor

ATTEST:

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Robin Eldridge, TRMC
City Clerk

DRAFT

CITY OF LA MARQUE
REGULAR MEETING OF CITY COUNCIL
MINUTES
of
August 9, 2021

Minutes of Regular City Council meeting held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference – ZOOM on Monday, August 9, 2021, beginning immediately after the Workshop that begins at 6:00 p.m.:

(1) CALL MEETING TO ORDER
Mayor Bell called the Regular meeting to order at 7:55 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Kim Yancy	Councilmember District A
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D

OTHER STAFF:

Interim City Manager	Chaise Cary
Interim City Attorney	Gus Knebel (MillsShirley)
City Clerk	Robin Eldridge

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Invocation was provided by Jervie Windom of the Resonate Church, the Pledge of Allegiance followed

(4) PRESENTATIONS/REPORTS

a. Finance Department – GFOA Recognition
Finance Director Ms. Kou explained that this award is work involved on the previous Budget as it was recognized for transparency in budgeting. To earn recognition, budget documents must meet program criteria and excel as a policy document, financial plan, operations guide, and communication tool.

b. Status of Master Park Plan – LNV, Inc.
Mr. Craig Forsythe, Director of Architecture of Ardurra, they bought out LNV, a few years ago provided a power-point presentation showing comments and

recommendations from residents from previous meetings in the city parks relating to a Master Parks Plan and some suggestions from citizens include:

Bayou City Park – memorial benches; additional parking; shade canopies and repair fencing

Highland Bayou Mac Mc Gaffey Park - possible performance stage/platform, dog park, additional parking, and the possibility of a walking trail

Jaycee Park (on Magnolia) - gate needs to be repaired or replaced, safety lighting, aluminum benches, playground equipment

Lagana Park- owned by Queen of Peace Church – additional parking, fitness equipment, meditation areas, needs additional lighting, walking trail, additional play equipment

MLK Jr. Memorial Park- meditation areas, parking, enlarge the basketball area, fitness equipment, new playground equipment, security lighting; walking trail (.25)

Mahan Park - Parking for the football field, walking and bike trails; dog park, new concession stand; shade structures near the water; upgrade ball fields, safety lighting

Walter Feigle Park- safety lighting new additional power connections; memorial benches and shaded areas

Westlawn Park- remove excess foliage along fence line; new covered picnic tables, parking, security lighting, walking trail; replacing playing equipment; signage along road; trash receptacles

Saltgrass Park- pavilion, small walking trail; half basketball court; dog park; shade structures; memorial benches

Councilmember Yancy suggested an additional pocket park off of Lake Road.

It was asked that a list be obtained for TCISD of all of the property for sale in the City of La Marque – Interim City Manager to obtain

What is the City to expect from Ardurra? A full report that will designate park by park including public input and full site plan parks and a cost estimate; identify new additional sites for pocket parks

Ardurra needs to still come before the Park Board for additional input from the Parks Board as a whole and also to come back before City Council and to include input from other members of the public (another public forum)

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Interim City Manager reported that he actually asked Ardurra to hold off until the new administration, and there was a full council.

Is there a way that all of the existing parks could create a type of greenbelt between all of the parks when possible? Councilmember Mc Auliffe asked this.

Discussion continued concerning recommendation for different themes for each of the parks. It was also asked that splash pads be added to several parks, a Veterans, or a Memorial Park; maybe some things geared towards catering to the senior citizens of the community; or a skate park

c. Status of vacant positions
Interim City Manager Mr. Cary asked for patience and that he did not want to rush into hiring in some of these major positions. The positions that have been posted: Interim Development Services Director, Interim Police chief, Interim Fire Chief, professionals/consulting firms need to be brought in to help guide him in the best way to fill some of these positions. He will be providing a report soon to ask Council for their input. It has been one month since seven major departments had their directors either resign or retire.

(5) CITIZENS PARTICIPATION
No one spoke

(6) CONSENT AGENDA
a. Special Meeting Minutes of June 23, 2021
b. Special Meeting minutes of June 30, 2021
c. Special Meeting Minutes of July 1, 2021

d. Discussion/possible action regarding accepting the Quarterly Investment Reports for Second Quarter 2021

e. Discussion/possible action regarding adopting Resolution No. **R-2021-0020**, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) Contract number 20-065-105-C287

f. Announcing the First Public Hearing for the proposed FY 2021-2022 Tax Rate to be held on Monday, August 16, 2021 and the Second Public Hearing for the 2021-2022 Tax Rate to be held on Monday, August 23, 2021

g. Announcing the First Public Hearing for the proposed FY 2021-2022 Budget to be held on Monday, September 7, 2021

Finance Director asked that 6g to be pulled from the agenda, due to an error on the day.

** Councilmember Mc Auliffe made a motion to approve the Consent Agenda
** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

(7) PUBLIC HEARING (S)

a. Conduct Public Hearing to hear public input regarding adopting Ordinance No**. O-2021-0012**, requesting a zoning district change from (L-1) Light Industrial to (R-1) Single Family Residential for Lots 1-14 K Cook & Stewart Subdivision, located near 1st Ave and Orange Street (Galveston County property ID #196129 and 610851)

Mayor Bell closed the Regular Meeting at 8:59 p.m. and opened the Public Hearing

There were no comments

b. Conduct Public Hearing to hear public input regarding adopting Ordinance No. **O-2021-0013,** requesting a zoning district change from (R-1) Single Family Residential to (PDD) Olympia Lakes Planned Development District for approximately 51.01 acres, located near Delany Road and Lawndale Street (Galveston County property ID #131493)

There were no comments

Mayor Bell closed the Public Hearing and reconvened the Regular Meeting at 8:59 p.m.

(8) OLD BUSINESS

a. Discussion/possible action regarding adopting Ordinance No**. O-2021-0012**, requesting a zoning district change from (L-1) Light Industrial to (R-1) Single Family Residential for Lots 1-14 K Cook & Stewart Subdivision, located near 1st Ave and Orange Street (Galveston County property ID #196129 and 610851)

** Councilmember Carlson made a motion to adopt Ordinance No. O-2021-0012 on the SECOND and FINAL reading.
** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action regarding adopting Ordinance No. **O-2021-0013,** requesting a zoning district change from (R-1) Single Family Residential to (PDD) Olympia Lakes Planned Development District for approximately 51.01 acres, located near Delany Road and Lawndale Street (Galveston County property ID #131493)

** Councilmember Mc Auliffe made a motion to adopt Ordinance No. O-2021-0013 on the SECOND and FINAL reading.
** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**

DRAFT

c. Discussion/possible action regarding approving the revised General Plan application for Olympia Lakes

** Councilmember Carlson made a motion to approve the revised General Plan

** Councilmember CM

d. Discussion/possible action to direct staff on the "fowl" ordinance

** Councilmember Carlson made a motion to formalize the recommendations that this Council made during the earlier Workshop to the Interim City Attorney as it relates to the fowl ordinance.

** Mayor Pro-Tem Compian seconded. **MOTION CARRIED UNANIMOUSLY**

(9) AWARD OF BID (s)

a. Discussion/possible action regarding award of Bid LM #01-22 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite, & Sulfur Dioxide in the amount of $60,000.00

** Councilmember Carlson made a motion to award of Bid LM #01-22 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite, & Sulfur Dioxide in the amount of $60,000.00

** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action regarding award of LM Bid #04-22 to Vulcan Construction Materials for limestone base in the amount of $30,000.00

** Councilmember Carlson made a motion to award of LM Bid #04-22 to Vulcan Construction Materials for limestone base in the amount of $30,000.00

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

c. Discussion/possible action regarding award of LM Bid #05-22 to Evoqua Water Technologies for odor & corrosion control in the amount of $80,000.00

** Councilmember Carlson made a motion to award of LM Bid #05-22 to Evoqua Water Technologies for odor & corrosion control in the amount of $80,000.00

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

(10) NEW BUSINESS

a. Discussion/possible action regarding approval of the use of "Mac McGaffey" Highland Bayou Park for the 1st Annual Michael Williams Back to School Supply Drive to be held on August 21, 2021, as forwarded by the Parks Board with favorable recommendation

** Councilmember Yancy made a motion to approve the use of "Mac McGaffey" Highland Bayou Park for the 1st Annual Michael Williams "Back to School Supply Drive" to be held on August 21, 2021, as forwarded by the Parks Board with favorable recommendation

** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action regarding authorizing the City of La Marque to issue Requests for Proposals (RFPs) for administrative services and Requests for Qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021 *THIS ITEM AS TABLED FROM 6.21.2021*

** Councilmember Mc Auliffe made a motion to authorize the City of La Marque to issue Requests for Proposals (RFPs) for administrative services and Requests for Qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021

** Councilmember Carlson seconded. Mayor Bell said that the standard practice broiler plate criteria will be used for both RFP and RFQ. **MOTION CARRIED UNANIMOUSLY**

c. Discussion/possible action regarding approval of the annual purchase of surface water from Gulf Coast Water Authority in the amount of $1,557,415.72 which includes: Bond A $8,530.09, Bond B $37,345.52, Bond D $245,123.17, and Surface Water $1,266,416.94 for a combined total of $1,557,415.72

** Councilmember Mc Auliffe made a motion to approve the annual purchase of surface water from Gulf Coast Water Authority in the amount of $1,557,415.72 which includes: Bond A $8,530.09, Bond B $37,345.52, Bond D $245,123.17, and Surface Water $1,266,416.94 for a combined total of $1,557,415.72

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

d. Discussion relating to approving the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of $14,442.00

** Councilmember Carlson made a motion to approve the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of $14,442.00

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

e. Discussion/possible action regarding setting a date for a "Safe City Initiative" Workshop and give direction to issue for RFP posting to City staff

** Councilmember Carlson made a motion to have the next "Safe City Initiative" Workshop 1:00 p.m. on October 11, 2021

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

f. Discussion/possible action to approve an RFP for a consulting firm to search for the City Manager position or provide staff with direction

** Mayor Pro-Tem Compian made a motion to approve BakerTilley Consulting Firm to search for the City Manager position (four consulting firms submitted an RFQ)
** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

(11) APPOINTMENTS

a. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

Councilmember Mc Auliffe reappointed Coach Larry Walker to the Parks Board

(12) EXECUTIVE SESSION

Mayor Bell closed the Regular Council Meeting and moved into the Executive Session under Section 551.071 (Consultation with Attorney) at 9:10 p.m. for the purpose of reviewing any possible litigations

Mayor Bell reconvened the Regular Council at 9:36 p.m.

(13) REQUESTS AND ANNOUNCEMENTS

Councilmember Mc Auliffe thanked all of staff and her fellow Council for working so hard. Spoke of the very easily transmitted Delta variant and the numbers are large in the county, encouraged all to get vaccinated if able and to please wear a mask. She said she enjoyed hearing Mr. Windom's invocation and encouraged for the city to utilize as many different kinds of faith and non-Christian faith leaders as possible.

Councilmember Carlson thanked all of staff for their hard work. Sent out thoughts and prayers to the Turubbiatte family. Thanked the Finance Department for their award

Councilmember Yancy thanked staff and the Finance Department. Has been hearing from citizens the good work the Mayor and this council has been doing. Reported the largest number of positive cases of Covid in one day, asked all to pray about it and get vaccinated if they can

Mayor Pro-Tem Compian also sent out prayers to the Turubbiatte family and encouraged all to get vaccinated and wear masks.

Mayor Bell highlighted the various works of Council this being the fifth day of budget workshops and thanked all for working so hard. Encouraged all to move forward together.

Interim City Manager Cary thanked the Finance Director and all of staff, and sent condolences to the Turrubiate family

(14) ADJOURNMENT

** Councilmember Carlson made a motion to adjourn the Regular Meeting at 9:46 p.m. Councilmember Yancy seconded. **MEETING ADJOURNED**

DRAFT

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Keith Bell, Mayor

ATTEST:

_____
Robin Eldridge, TRMC
City Clerk

DRAFT

CITY OF LA MARQUE
WORKSHOP OF CITY COUNCIL
MINUTES
of
August 9, 2021

Minutes of City Council Workshop held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference – ZOOM on Monday, August 9, 2021, beginning at 6:00 p.m.:

(1) CALL MEETING TO ORDER
Mayor Bell called the Workshop to order at 6:00 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember District A
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D

OTHER OFFICIALS PRESENT:

Chaise Cary	Interim City Manager
Robin Eldridge	City Clerk
Gus Knebel	Interim City Attorney (MillsShirley)

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Jervie Windom of Resonate Church provided the invocation. Mayor Pro Tem Compian led the Pledge of Allegiance

(4) CITIZENS PARTICIPATION

1. Gracie Flores reported that the water leaks take too long to get repaired. And said when the workers come out. they are only patched up for a temporary fix and asked that they be fixed correctly the first time. This was referred to the Interim City Manager for him to contact her the following morning.

2. Renondo reported that a tree fell down and was moved into a vacant lot in back of the church across the street from him on Nashby and the downed tree is still there from over four years ago. This was referred to the Interim City Manager.

DRAFT

(5) OLD BUSINESS

a. Discussion relating to approving the revised General Plan for Olympia Lakes

Mr. Dinh Ho, the Interim City Engineer stated that at the previous council meeting, the following changes were asked by Council, all of the changes have been made to the plans: addition of an ADA parking spaces and open play area and dog park area changes and relocation of the second access to be moved to the north side of the sub-division. Options for additional parking was briefly discussed. The developer also provided information on parking areas and explained that permanent structures could not be placed on a "drill site" which is where the open space is located, but that some moveable structures, benches, trash cans will be incorporated into the green space. It was also suggested to reach out to the Parks Board to coordinate any park accessories that they have in mind.

b. Discussion relating to the status of the "fowl" ordinance

The Code Compliance Supervisor has gathered some information, and the Interim Attorney is asking for direction from Council as to what they would like to see in this proposed ordinance.

Mayor Bell re-evaluated some of the previous discussions and input from Council including coups, runs, routine cleaning and sanitation of the coups on a regular basis, some type of registration, so Code Compliance would know where the chicken owners lived, for annual inspections for compliance. Other previous discussion included the possibility of considering permission from neighbors. It was asked that clarity be brought to the legal team, so they can begin a draft ordinance.

Councilmember Carlson input included: No roosters, those with roosters could be given until the end of the year to find a home for them.

Councilmember Mc Auliffe asked for a proposed ordinance to be more specific addressing fowl, not so much more-lengthy ordinance, and to place a cap on the number of chickens allowed; no roosters; clarify distance from resident or structures or property line; make it clear whether the person home is included or excluded in the distance required; low entry registration; amount of chickens to size of coups

Mayor Pro-Tem Compian asked for citizens to provide to the City Manager their thoughts; asked that the lot size depend on numbers allowed;

Code Compliance Supervisor Kathleen Van Stavern approached the podium; it would be easier for her department to have a standard per square footage per chicken criteria and the location of the coup on the lot itself; excluding the owners dwelling in addition twenty-five feet to the lot setback.

Proposed ordinance would include to need for coups and runs and prohibiting them to run at large in their yard; 3-5 square feet per coup space, if there is a run, the square footage could be reduced. Look at other cities ordinance requirements on this subject.

The number of chickens were to be capped at 10; no roosters; coups required with X amount of feet per chicken, light registration; sanitized regularly; strict and enforced; yearly inspection; non-permeable container required for food storage (not plastic);

It was clarified what would happen with the existing complaints that have already been filed on for having chickens in violation of the current ordinance. The Attorney will meet with the Municipal Court and the Code Compliance Supervisor and let them know the status on the adopting of an amended ordinance.

(6) AWARD OF BID (s)

a. Discussion relating to award of Bid LM #01-22 to DXI Industries for Liquid Chlorine, Calcium Hypochlorite, & Sulfur Dioxide in the amount of $60,000.00

There was no discussion

b. Discussion relating to award of LM Bid #04-22 to Vulcan Construction Materials for limestone base in the amount of $30,000.00

There was no discussion

c. Discussion relating to award of LM Bid #05-22 to Evoqua Water Technologies for odor & corrosion control in the amount of $80,000.00

There was no discussion

It was asked on all three of these why the city only received one qualifying bid. Stress on the industry was said to be the reason.

(7) NEW BUSINESS

a. Discussion relating to adopting Resolution No. **R-2021-0020**, designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) Contract number 20-065-105-C287

After the Finance Director explained that the changeover in administrative portion and Mayor, it wasn't changed. This grant had already been given to the city. There was no further discussion

b. Discussion relating to approving the use of "Mac McGaffey" Highland Bayou Park for the 1st Annual Michael Williams Back to School Supply Drive to be held on August 21, 2021, as forwarded by the Parks Board with favorable recommendation

There was a brief discussion on where the school supplies were being sent to the local county schools- it's a public distribution day.

c. Discussion relating to authorizing the City of La Marque to issue Requests for Proposals (RFPs) for administrative services and Requests for Qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021 ***THIS ITEM AS TABLED FROM 6.21.2021***

Finance Director Ms. Kou explained that the RFP – is for engineering services and the RFQ is for grant administrator - to provide compliance services (industry standardized). It was clarified what GrantWorks is doing for the city currently.

d. Discussion relating to approving the annual purchase of surface water from Gulf Coast Water Authority in the amount of $1,557,415.72 which includes: Bond A $8,530.09, Bond B $37,345.52, Bond D $245,123.17, and Surface Water $1,266,416.94 for a combined total of $1,557,415.72

After a brief explanation, there was no further discussion

e. Discussion relating to approving the annual Water Pollution Control and Abatement Contract with Galveston County Health District for services provided including city-wide grease trap inspections, Wastewater Treatment inspections, and complaint investigations in the amount of $14,442.00

After a brief explanation, and stating this is an annual contract, there was no further discussion

f. Discussion relating to setting a date for a "Safe City Initiative" Workshop to provide direction to staff for requirements to be used in a Request for Proposals (RFP)

Discussion included the time frame to get all of the entities together to find out and discuss what they would want to see in an RFP and/or to find a facilitator on staff or other to facilitate these meetings.

g. Discussion relating to approving an RFQ for a consulting firm to search for the City Manager position or provide staff with further direction

The discussion led that these four submissions will be chosen from and voted on in the regular meeting.

(8) EXECUTIVE SESSION

There was no Executive Session

(9) ADJOURNMENT

The Workshop adjourned at 7:58 p.m.

_____

Keith Bell, Mayor

ATTEST:

_____

Robin Eldridge, TMRC

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CITY OF LA MARQUE
SPECIAL MEETING OF CITY COUNCIL
MINUTES
of
September 7, 2021

Minutes of Special City Council meeting held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference – ZOOM on Monday, September 7, 2021, beginning at 6:00 p.m.:

(1) CALL MEETING TO ORDER
Mayor Bell called the Special meeting to order at 6:08 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember District A
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D (via ZOOM)

OTHER STAFF

Chaise Cary	Interim City Manager
Gus Knebel	Interim City Attorney (MillsShirley)
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Mayor Bell gave the invocation and led the Pledge of Allegiance

(4) CITIZENS PARTICIPATION

(5) PUBLIC HEARING
a. Conduct **FIRST** Public Hearing to hear public input regarding the FY 2021-2022 Proposed Budget

Mayor Bell closed the Special meeting and opened the Public Hearing 6:13 p.m.

Finance Director S. Kou began the discussion with asking Council's direction as to how to proceed with and item of the leasing of fourteen fleet vehicles that was discussed during the budget workshops. It appears that there could soon be a

shortage of electronic chips, and this could put the city in jeopardy of even being able to obtain these vehicles, of whether there will be enough vehicles that can meet the supply and demand. She asked for direction as to whether she should go ahead and lock the city into a certain price range now with the city's ability to sell at a higher rate in the future.

Councilmember Mc Auliffe said she was in favor of moving ahead now for this timing issue to be locked into a certain price.

Councilmember Carlson also was in favor of moving ahead now for this timing issue to be locked into a certain price.

Councilmember Yancy asked about looking at other options, contacting GM directly or having the city's contact person through the middle person (Enterprise) contact them in order to be locked into the price without having to pay anything up front. It was clarified that the city doesn't pay anything until after the budget is adopted, in the new budget year. Encouraged the City Manager to look into H-GAC program for the vehicles'

Mayor Pro-Tem Compian reminded all that the city got into a Fleet Program Agreement with Enterprise several years ago. He is not in favor of changing anything about the process at this time. He said that he had asked for more information or the agreement between the city and Enterprise during the budget workshops.

Mayor Bell reiterated the savings if the city were still able to acquire these vehicles at all due to the supply and demand. But he still was unsure the best way to go about this. He thanked the Finance Director for bringing this forward to Council. It was asked whether the fourteen vehicles would last another year if the vehicles were not available or if the chips were not available. To which the Interim City Manager said that they would last another year without having to be replaced.

Councilmember Carlson changed his opinion and wanted to hold off on making any changes in lieu of what the Finance Director had brought forth. No formal guidance was given.

There were no comments from citizens

Mayor Bell closed the Public Hearing at 6:38 p.m.

(6) NEW BUSINESS

a. Discussion/possible action regarding adopting Ordinance No. **O-2021-0015**, making appropriations for the support of the City of La Marque for the fiscal year beginning October 1, 2021, and ending September 30, 2022, appropriating money

DRAFT

to a sinking fund to pay interest and principal due on the City's indebtedness; and adopting the annual budget for the City of La Marque for 2021-22 fiscal year

** Councilmember Carlson made a motion to adopt Ordinance No. O-2021-0015 on the FIRST reading.
** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action regarding adopting Ordinance No. **O-2021-0016**, levying ad valorem taxes for use and operation of the municipal government of the City of La Marque, Texas for the 2021 tax year; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid

Discussion included what effect Senate Bill 2 has on municipalities. Finance Director Ms. Kou explained that the tax rate was set at .557064 these numbers being the ones before the effect of Senate Bill 2 came into effect. After receiving the numbers from the Tax Assessor Cheryl Johnson Office, a rollback rate turns out to be .477076, since the .557064 rate is higher than the voter approval rate, the taxpayers have the right to petition to rollback to this amount (.477076), and Senate Bill 2 allows for this. The only thing that has changed is the revenue, which the city has no control over, this comes from the Galveston County Appraisal District. The city is not proposing a tax rate increase. The City is proposing the same rate as in the past few years. If a petition is submitted and it is caused to have a rollback election called, the tax rate would roll back to (.477076). The difference in the two rates, calculates out to $993,577.00, that the city would have to cut from the proposed budget.

Mayor Bell said that information he received from Ms. Johnsons Office was that the city could possibly be able to get this rate up to .490519; based on estimated freeze revenue (over 65 or disabled) and any new improvements.

Finance Director said that this has already been calculated into these numbers.

Councilmember Mc Auliffe said that she has not changed her mind on the proposed tax rate from the previous discussions. "We just have to be prepared. If we are being as forefront as possible and the fact that we are not proposing a tax increase and what services would need to cut, we have to be optimistic about it."

Most cities only have one tax rate public hearing, this city is conducting three public hearings.

Mayor Bell stated, "We will do whatever the majority of the citizens of the city want this Council to do. Having said that, if we go below the .557064 rate," then he asked for the Finance Director to outline what this would entail: "Councils budget for the volunteers expense; upgrade of the two assistant city manager positions; the Mental Therapist Contractor; the Dispatchers pay increase; the

training and promotion budget for the Fire Department; the Deputy Chief for the Police Department; the ID Officer for the PD (1/2 year); Narcotic Officer for PD (1/2 year); the two Street Crime Police Officers (1/2 year); and the canine dog.

Mayor Bell continued, "If we go to .47, it will have a devastating impact on our ability to keep the city safe. If we go below .55 it will have a devastating effect on public safety; if we go below .55, we are working counterproductive to our Police and Fire Departments; if we go below .55, we are working against our Police Department; if we go below .55, we can't say anything about crime in our city; this is about public safety. We can do whatever you want to do though."

All of Council agreed that they would do what the citizens wanted, but also reminded that these public forums are the place to hear from citizens and listen to the professionals and staff who have provided information to them and base their decisions on that. And that if some of the citizens proceed with a petition, that the council would still defend the tax rate staying the same at .557064.

** Mayor Pro-Tem Compian read the legal verbiage required "I move that the property tax rate be increased by the adoption of a tax rate of 0.550764 which is effectively a 16.97 percent increase in the tax rate."

** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**

Mayor Bell clarified "When your evaluation increases, when CAD (Central Appraisal District) gives you an increase in your property evaluation, even though the tax rate stays the same, the amount of tax revenue increases, so this is why this is in here, nothing more nothing less. We have not increased the tax rate, but more taxes are generate because we have more houses and CAD has raised your evaluation."

FOR __5__ AGAINST __0__

c. Discussion/possible action regarding adopting Ordinance No. **O-2021-0017**, amending Appendix A, Schedule of Fees and Charges of the Code of Ordinances, City of La Marque, Texas by amending prescribed solid waste collection charges

Finance Director Ms. Kou explained that as per our contract until the contract is ended, there will be an annual 3% rate increase (garbage/recycling).

** Councilmember Carlson made a motion to adopt Ordinance No. O-2021-0017 on the FIRST reading.

** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

(7) EXECUTIVE SESSION

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Mayor closed the Special meeting at 7:17 p.m. and went into an executive session

1. Section 551.071 (Consultation with Attorney)

Mayor Bell reconvened the Special meeting at 8:43 p.m.

There was no action taken from the Executive Session

(8) REQUESTS AND ANNOUNCEMENTS

Councilmember Mc Auliffe had nothing

Councilmember Carlson reminded all of Saturday being September 11 and to keep all that were lost in their thoughts d prayers

Councilmember Yancy announced that Friday is the football game between La Marque and Hitchcock; Saturday is "Service Day" meet at Queen of Peace Church for a clean-up day. Announced that recent violence in her district (A) has prompted her to call a meeting among the convenience store owners to bring solutions to the table and will be looking into games rooms close to the schools.

Mayor Pro-Tem Compian said that the gathering will begin at 7:30 at City Hall for the Clean-up. Sincerely thanked the surrounding communities for their help assisted with other entities in the distribution and donations that recently were sent to victims of the hurricane that affected Louisiana.

Mayor Bell requested a managerial audit by the City Attorney. Announced that the Council will continue to move forward, regardless of those who are trying to undermine the city.

(9) ADJOURNMENT

** Councilmember Carlson made a motion to adjourn the Special meeting at 8:56 p.m.

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

_____
Keith Bell, Mayor

ATTEST:

_____
Robin Eldridge, TRMC
City Clerk

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CITY OF LA MARQUE
REGULAR MEETING OF CITY COUNCIL
MINUTES
of
October 11, 2021

Minutes of Regular City Council meeting held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference – ZOOM on Monday, October 11, 2021, beginning immediately after the Workshop that begins at 4:00 p.m.:

(1) CALL MEETING TO ORDER
Mayor Bell called the Regular meeting to order at 4:07 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D- (via ZOOM - 3101 Main St. La Marque, Texas)

OTHER STAFF:

Chaise Cary	Interim City Manager
Gus Knebel (MillsShirley)	Interim City Attorney
Robin Eldridge	City Clerk

(3) INVOCATION AND PLEDGE OF ALLEGIANCE – Pastor W. L. Jones of New Hope Church delivered the Invocation and Councilmember Carlson led the Pledge of Allegiance in the Regular meeting previously called

(4) PROCLAMATION
a. Proclamation - Breast Cancer Awareness (October)
Mayor Bell presented a proclamation to Ms. Tidwell of The Rose a proclamation in observance of October being Breast Cancer Awareness Month in the Workshop that began at 4:00 p.m.

(5) CITIZENS PARTICIPATION – Please see item # of the

(6) CONSENT AGENDA

a. Regular Meeting Minutes of July 12, 2021
b Workshop Minutes of July 12, 2021
c. Special Meeting Minutes of July 23, 2021
d. Special Meeting Minutes of August 16, 2021
e. Special Meeting Minutes of August 23, 2021

** Councilmember Carlson made a motion to approve the Consent Agenda
** Councilmember Yancy seconded. **MOTION CARRIED with a vote of 4 to 0, with Mayor Pro-Tem Compian unable to vote on this item**

(7) OLD BUSINESS

a. Discussion/possible action regarding adopting Ordinance No. **O-2021-0018,** amending Section 8.8 of the City Code to allow for the keeping of hens; making various findings and providing for an effective date

Interim City Attorney read the proposed ordinance for a FIRST reading as delineated in the Workshop.

** Councilmember Carlson made a motion to adopt Ordinance No. O-2021-0018 on the FIRST Reading.
** Councilmember Yancy seconded the motion. Clarity included this is the SECOND, FIRST reading, since it was asked that this item be workshopped at the meeting where it was on as a FIRST reading. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action concerning returning to two (2) Council meetings per month

** It was the consensus of Council that a second meeting of the month be called as a Special meeting for tabled items from the Regular meeting

(8) NEW BUSINESS

a. Discussion/possible action regarding hiring Thomas Brocato with Lloyd Gosselink to negotiate the new Gulf Coast Water Authority contract for La Marque

** Councilmember Carlson made a motion to hire Thomas Brocato with Lloyd Gosselink to negotiate the new Gulf Coast Water Authority contract for La Marque
** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action regarding approving the Advanced Funding agreement with TxDOT and USAA for the construction of the deceleration lane along I45 for the Amazon building
** Councilmember Carlson made a motion to approve the Advanced Funding agreement with TxDOT and USAA for the construction of the deceleration lane along I45 for the Amazon building
** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

c. Discussion/possible action regarding approving an extension to the Fire Collective Bargaining Agreement

Mayor reported for the record - that both of the Collective Bargaining (Fire and Police) are both being streamed-live on YouTube and on Channel 16 in an effort to be transparent

** Councilmember Carlson made a motion to approve an extension to the Fire Collective Bargaining Agreement

** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

d. Discussion/possible action regarding adopting Resolution No. **R-2021-0023,** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for the year 2022

** Mc Auliffe nominated Mayor Pro-Tem Compian as the Representative and Councilmember Kimberly Yancy as the Alternate

** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**

e. Discussion and provide direction to Interim City Manager to create a policy instructing all departments to respond to the Request Tracker within seventy-two (72) hours

** Councilmember Carlson made a motion to direct Interim City Manager to create a policy instructing all departments to respond to the Request Tracker within seventy-two (72) hours

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

f. Discussion/possible action authorizing the Interim City Manager to send a formal request to the Economic Development Corporation for partial funding for the position of the Public Relation Specialist (City)

** Councilmember Carlson made a motion to authorize authorizing the Interim City Manager to send a formal request to the Economic Development Corporation for partial funding for the position of the Public Relation Specialist (City)

** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

g. Discussion/possible action regarding the use of PEG funds to set up an in-house studio and mobile production trailer for cities in partnerships with local school districts and non-profits

** Councilmember Carlson made a motion to work with IT for the use of PEG funds to set up an in-house studio and mobile production trailer for cities in partnerships with local school districts and non-profits

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

(9) AWARD OF BIDS/CONTRACTS

a. Discussion/possible action regarding awarding Bid **LM #02-22** to Spec Oil Retail Fuels for fuel and oil in the amount of $10,000 in differential costs

** Councilmember Carlson made a motion to award Bid **LM #02-22** to Spec Oil Retail Fuels for fuel and oil in the amount of $10,000 in differential costs
** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

b. Discussion/possible action regarding awarding Bid **LM #03-22** to Texas Materials Group for cold mix/cold lay in the amount of $39,500.00

** Councilmember Carlson made a motion to award Bid **LM #03-22** to Texas Materials Group for cold mix/cold lay in the amount of $39,500.00
** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

c. Discussion/possible action regarding awarding Bid **LM #06-22** to Sprint Waste Services for sludge removal in the amount of $150,000.00

** Councilmember Carlson made a motion to award Bid **LM #06-22** to Sprint Waste Services for sludge removal in the amount of $150,000.00
** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

d. Discussion/possible action regarding awarding Bid **LM #07-22** to ACT Pipe & Supply for water and sewer supplies in the amount of $100,000.00

** Councilmember Carlson made a motion to award Bid **LM #07-22** to ACT Pipe & Supply for water and sewer supplies in the amount of $100,000.00

** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

e. Discussion/possible action to approve a professional services agreement for Fiscal Year 2021-2022 with Precision Utility, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for health, safety, and welfare of the City of La Marque, in the amount of $150,000.00 \

** Councilmember Carlson made a motion to approve a professional services agreement for Fiscal Year 2021-2022 with Precision Utility, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for health, safety, and welfare of the City of La Marque, in the amount of $150,000.00
** Councilmember Mc Auliffe seconded. **MOTION CARRIED UNANIMOUSLY**

f. Discussion/possible action regarding awarding Bid **LM #08-22** to American Janitorial Services Inc. for janitorial services in the amount of $53,100.00
** Councilmember Carlson made a motion to award Bid **LM #08-22** to American Janitorial Services Inc. for janitorial services in the amount of $53,100.00
** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

(10) APPOINTMENTS

a. Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

It was bought to the attention that the backup still reflects that Coach Walker still needed to appointed to the Parks Board, which he was reappointed a few months ago

** Councilmember Yancy appointed Bridgette Johnson to the Keep La Marque Beautiful Commission and Eligh Johnson to the Cemetery Board. Seconded by Councilmember Carlson **APPOINTMENTS STOOD AS SUBMITTED.**

(11) EXECUTIVE SESSION

Mayor Bell closed the Regular meeting at 9:07 p.m. and went into Executive Session

1. Section 551.074 (Personnel Matters) – Discussion of Legal Services and Prosecutorial Services
2. Section 551.071 (Consultation with Attorney) – Provide update on Police negotiations

Mayor Bell reconvened to the Regular meeting at 10:05 p.m.

(12) ACTION – EXECUTIVE SESSION

a. Discussion/possible action regarding authorizing the City Manager to negotiate a contract with a firm (s) designated by Council to provide Legal Services and Prosecutorial Services

1. ** Mayor Pro-Tem Compian made a motion to accept the RPF submitted by MillsShirley, LLP to provide Legal Services and Prosecutorial Services
   ** Councilmember Mc Auliffe seconded.

2. There was no action taken on this item

(13) REQUESTS AND ANNOUNCEMENTS

Councilmember Mc Auliffe thanked all of staff for their hard work and reported it being National Coming Out day, October is her favorite month also it being Halloween

Councilmember Carlson thanked all of staff for their hard work. Learned a lot from TML; Thanked all for coming out tonight for the chicken ordinance workshop

Councilmember Yancy thanked all that participated on October 5, 2021, at National Night Out; thanked Galveston Connect Madelyn Salazar and with TCISD and Chief Aragon for helping coordinate the event and is looking forward to the upcoming Bayou Fest event; learned a lot from TML; looking forward to working with IT on the PG Fund project; working in a Town Hall forum for District A- November 10, tentatively- at La Marque High School

Mayor Pro-Tem Compian thanked all of the residents for their patience in all areas, he also learned a lot at TML; opioid settlement fund opportunity; still need volunteers for Boards and Commissions

Mayor Bell stated that he along with Council are all focused on one common goal which is to keep the citizens safe and under his leadership they are all focused on safe city; October 25, 2021 at Central Fire Station there will be a Safe City Meeting with several different entities, Chief Randall Aragon will be the facilitator of this event, and invited all to attend; after months of discussion, there was a final first reading of the chicken ordinance, which took a lot of compromising. Move forward together.

(14) ADJOURNMENT

** Councilmember Carlson made a motion to adjourn the Regular Meeting at 10:19 p.m. Councilmember Yancy seconded. **MEETING ADJOURNED**

_____
Keith Bell, Mayor

ATTEST:

_____
Robin Eldridge, TRMC
City Clerk

CITY OF LA MARQUE
WORKSHOP OF CITY COUNCIL
MINUTES
of
October 11, 2021

Minutes of City Council Workshop held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference – ZOOM on Monday, October 11, 2021, beginning at 4:00 p.m.:

(1) CALL MEETING TO ORDER
Mayor Bell called the Council Workshop to order at 4:03 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Kimberley Yancy	Councilmember District A
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D (via ZOOM) - 4101 Main St.

(3) INVOCATION AND PLEDGE OF ALLEGIANCE – Pastor W. L. Jones (New Hope Church)

(4) PROCLAMATION
a. Proclamation - Breast Cancer Awareness (October)

(5) CITIZENS PARTICIPATION (These persons spoke on subjects not necessarily related to the chicken ordinance- in the Workshop that began at 4:00 p.m. in relation to the proposed chicken ordinance)

1. Clarence Caldwell – reported issues with the noises relating to the racing of the engines of vehicles next door to him. He has recorded these noises and is willing to allow someone to please listen to them and pleaded with Council to do something about this situation. The noise is rattling things on the walls in his home. He has brought this before Council several times previously.

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He also reported that at the corner of Prairie and Volney Streets, the brush is overgrown, and he is afraid in there is going to be an accident, a person has to go into the intersection to see if there is traffic coming.

2. Idele Senegal reported an issue with standing water in front of her home on Main Street. There are no culverts for any water to drain. She was told by a representative of TxDOT who came look at the situation, that this was the City of La Marque's property, however that she would be responsible for digging g and the placement of the culvers. She asked why should have to pay for culverts for drainage to be placed on the City's property.

   Point of Information- Interim City Manager Mr. Cary explained that it is the citizens' responsibility to purchases the culverts, but that the City does go out to install them and line them up.

   Mayor Bell gave Ms. Senegal his telephone number and said that he would make sure that she and Mr. Cary would discuss this the following day.

3. The Workshop reconvened at 6:39 p.m.

Mr. Joe Wilson said that he hoped that this proposed ordinance would be settled before his upcoming court case on November 2nd. If the distance is going to be changed to below one hundred feet from another property, he would be complying.

It was stated that there is a current ordinance that adopts the City of La Marque as a Bird Sanctuary that was adopted back in the 1970's and is free to amend this chicken ordinance as it sees fit.

4. David Pennington said that he feels like the distance should be measured from the property line as opposed to the residence or occupied building. He is also in favor of requiring a chicken "run". He also feels that 25 is an awful lot of chickens. Also, the noises should be addressed, it is not only the roosters that crow. Hens also crow on occasion. Another concern was a fee required for a permit, he feels that there should be a fee requirement to cover administrative costs, and also to include annual fees ($300.00 per annually). Also take into consideration that most of the people that live in La Marque do not own nor want to own chickens. Most HOA's prohibit them anyway.

5. John Brown is not opposed to chickens or their crowing. He is complying currently as the current ordinance reads, but may not be, if the ordinance changes in certain ways. Asked how far the city wants to go on the birds, or fowl, he added that peacocks and guinea are also loud.

   Mayor Bell highlighted four areas to get a consensus of some of the spoke about issues:

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Distance from a structure or fence-line; runs; permit fee and or amount of chickens allowed (4) consensus being below:

a. Distance should be measured to the nearest occupied structure required – it was agreed on the 25 feet distance from fence of coup to the nearest occupied residence or business
b. Runs will be required
c. Permit with an initial fee required ($30.00) – $15.00 for subsequent years
d. Up to 25 (based on square footage of lot)v- with distance measured not separating the run and coup but measured
e. Non-permeable storage food-bins (lockable)
f. Time restrictions on owners that have had to remove their chickens (5 years) – and address that for each day of violation…($500.00 fine) residents to be responsible for removal
g. Violations within a time period of (2 years)
h. Height requirements to be changed to a four-foot minimum for a coup and or run

It was asked that the verbiage be added that this would not permit if in violation of HOA laws – Mayor Pro-Tem Compian.
It was clarified that there would be a database kept with all of the chicken owners- and send them letters reminding them of their annual fees due – Code Compliance Supervisor

Other fowl (specified) to be added at another time.

It was added the fact that for the pending cases regarding being in violation of the current ordinance, the City can work with the chicken owners on this issue.

Item 6b was discussed at this time

(6) OLD BUSINESS

a. Discussion relating to adopting Ordinance No. **O-2021-0018,** amending Section 8.8 of the City Code to allow for the keeping of hens; making various findings and providing for an effective date *THIS IS THE FIRST READING*

A copy of the draft ordinance to be discussed at this workshop was distributed to those who wanted copies.

Katherine Herrin Keith - asked for the following changes to the current ordinance pertaining to chickens (hens): the proposed distance rule is ridiculous, there shouldn't be a distance rule; coups should be able to be built any way the owners can afford, and they should be kept clean;

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Discussion continued with Councilmember Yancy reminded all that the current ordinance is at more than 100-feet from any other occupied building she is alright with it being changed to 50-feet, whatever is considered a "best practice".

Mayor Pro-Tem Compian said the verbiage "….any occupied building…." under the current ordinance, is very general.

The Interim City Attorney pointed out that the current ordinance prohibits the keeping of chickens within 100-feet of any occupied building; the draft ordinance changed that to twenty-five feet within a residence and it excluded the owner's home from that requirement.

Alanah Brown – Said she was owner of chickens, ducks and is rehabilitating a rooster currently. Referred to Section 8 in the current Code of Ordinances - the way that it is written would refers to **all animals** including cats and dogs "under certain conditions….".
Ms. Brown gave a lengthy description of her animals and their behaviors, and a description of where her coups were situated on her property and how the coups were maintained.

Basic perimeters were discussed, as it pertains to the cleanliness of the coups, litter being used, how often it should be cleaned and maintained on a daily basis; Code Compliance responsibility. Other discussion included one fee initially, then an annual renewal of a permit and inspections were briefly discussed; these violations being complaint driven violations; the importance of the wording in the proposed ordinance, to use clearer more precise words, no vagueness, the current ordinance is based on interpretation of administration; it is the responsibility of the Courts to interpret the ordinance but staff needs to know how to interpret it so it can be explained to the residents, so they are not in violation.

Re-Chard Loftis – has an issue with chickens. He has been battling the neighbors' chickens since 2012, and the interpretation of the administration back when Ms. Buttler was here is same interpretation as the previous administration, and the owners were ordered to remove his chickens, and now they are back over there. He blamed this on Code Compliance. He has a problem with guineas(they bark like dogs), and he feels should be included in this proposed ordinance, and it should be very clear. Wants to see the length be reduced to seventy-five from a fence line. The chickens living next door are allowed to run loose in their yard, and causes his dogs to bark, and he has to put his dogs in the garage, which he doesn't think he should have to do.

Further discussion included how the chickens were allowed to return back to the neighborhood. Code Enforcement said that since this is a complaint-driven enforced ordinance, that since once they were removed, due to unsanitary conditions, not because of any distance away from other properties, occupied buildings, etc. it was said to have been with the last administration, the

interpretation prompted another visit to this neighbor. It was encouraged that once an ordinance is adopted, it needs to be posted on the website, CTY connect; water bills, and all ways of communication available should be used. Free-ranging chickens can sometimes be accidental, but enough reasonable judgement should also be able to be used by Code Compliance. Permission from a neighbor would need to be given in order for chickens to be free ranging at any other times. It was asked that the word "nuisance" be defined and clarified since this is open to interpretation.

Further discussion included whether all other fowl to be added and specified in this proposed ordinance (roosters, and all of the other thousands of species of fowl, or feathered friends); allowed fowl- chickens, ducks, geese, or others.

Mayor Bell recessed the Workshop at 5:58 p.m.

The Invocation, Pledge of Allegiance and Proclamation were provided at this time.

Mayor Bell reconvened the Workshop at 6:17 p.m.

The Invocation was provided by Pastor Jones and Pledge of Allegiance was led by Councilmember Carlson was given under the Regular Meeting at this time 6:17 p.m.

A Proclamation to proclaim October being Breast Cancer Awareness month was presented to Ms. Tidwell on behalf of The Rose.

b. Discussion relating to possibly returning to two (2) Council meetings per month
Mayor Bell asked that when items are tabled, this will trigger for the Mayor to call a Special meeting, so that business can be finished in more of a timely manner

(7) NEW BUSINESS

a. Discussion relating to recommendation regarding hiring Thomas Brocato with Lloyd Gosselink to negotiate the new Gulf Coast Water Authority contract for La Marque

The Interim City Attorney described this item, afterwards, discussion included Interim City Engineer Dinh Do with the water losses over the past years. In order for GCWA to authorize the sale of bonds to upgrade their facilities (maintenance and constructions), to help in the usage of water cost for each entity would have to renegotiate their contract with Lloyd Gosselink. The new meters (that more accurately measure water usage) are part of the reason for GCWA to ask for the sale of these bonds.

Mayor Pro-Tem Compian asked whether this effects the INO, but the Finance Director wasn't available to answer. He asked for a comprehensive report on water usage. It was determined that the consumption and loss report was presented in the previous budget workshop.

b. Discussion relating to recommendation regarding approving the Advanced Funding agreement with TxDOT and USAA for the construction of the deceleration lane along I45 for the Amazon building

After the Interim City Attorney described this item, there was no further significant discussion.

c. Discussion relating to recommendation regarding approving an extension to the Fire Collective Bargaining Agreement

After the Interim City Attorney and Fire Department personnel Jody Martinez described this item, there was no further significant discussion.

d. Discussion relating to recommendation regarding adopting Resolution No. **R-2021-0023,** designating members of the City Council as Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for the year 2022

Mayor Bell described this item, and added that through grant funding, the city has the potential award of several thousands of monies, through H-GAC- so, a representative must be available to attend via ZOOM or in person to be actively involved in this process.

e. Discussion relating to providing direction to City Manager to create a policy instructing all departments to respond to the Request Tracker within seventy-two (72) hours

After Mayor Bell described this item, there was no further discussion

f. Discussion relating to authorizing the Interim City Manager to send a formal request to the Economic Development Corporation for partial funding for the position of the Public Relation Specialist (City)

After Mayor Bell described this item, there was no further discussion

g. Discussion relating to the use of PEG funds to set up an in-house studio and mobile production trailer for cities in partnerships with local school districts and non-profits

Councilmember Yancy brought this item and Information Technologist Kyle Hunter joined the discussion in adding what areas could be potentially utilized and what else may be needed to acquire these funds and their usage

(8) AWARD OF BIDS/CONTRACTS

a. Discussion relating to awarding Bid **LM #02-22** to Spec Oil Retail Fuels for fuel and oil in the amount of $10,000 in differential costs

There was no formal discussion

b. Discussion relating to awarding Bid **LM #03-22** to Texas Materials Group for cold mix/cold lay in the amount of $39,500.00

There was no formal discussion

c. Discussion relating to awarding Bid **LM #06-22** to Sprint Waste Services for sludge removal in the amount of $150,000.00

There was no formal discussion, but clarification on the agenda form and the total bid amount was submitted

d. Discussion relating to awarding Bid **LM #07-22** to ACT Pipe & Supply for water and sewer supplies in the amount of $100,000.00

There was no formal discussion, but clarification on the agenda form and the total bid amount was submitted

e. Discussion relating to approving a professional services agreement for Fiscal Year 2021-2022 with Precision Utility, LLC, for providing oversight and administration of the Water and Wastewater Facilities (Department 24) for compliance with TCEQ and to provide for health, safety, and welfare of the City of La Marque, in the amount of $150,000.00

There was no formal discussion

f. Discussion relating to awarding Bid **LM #08-22** to American Janitorial Services Inc. for janitorial services in the amount of $53,100.00

There was no formal discussion

(9) EXECUTIVE SESSION

There was no Executive Session

(10) ADJOURNMENT

It was the consensus of Council to adjourn the Workshop at 8:47 p.m.

_____
Keith Bell, Mayor

ATTEST:

_____
Robin Eldridge, TRMC
City Clerk

DRAFT

CITY OF LA MARQUE
SPECIAL MEETING OF CITY COUNCIL
MINUTES
of
NOVEMBER 1, 2021

Minutes of Special Meeting of City Council held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference – ZOOM on Monday, November 1, 2021, beginning at 5:00 p.m.:

(1) CALL MEETING TO ORDER
Mayor Bell called the Special Meeting to order at 5:03 p.m.

(2) ROLL CALL

Keith Bell	Mayor
Joe Compian	Mayor-Pro-Tem District B
Michael Carlson	Councilmember District C
Casey Mc Auliffe	Councilmember District D - ABSENT

(3) INVOCATION AND PLEDGE OF ALLEGIANCE
Councilmember Yancy delivered the Invocation and Councilmember Carlson led the Pledge of Allegiance

(4) CITIZENS PARTICIPATION
No one spoke

(5) NEW BUSINESS
a. Discussion/possible action regarding appointing an Interim City Manager

Interim City Manager Chaise Cary spoke and informed all that he had accepted a position with the City of Dickinson as an Assistant City Manager, "This decision was not made lightly. Having the conversation with Mayor Bell last month was one of the most difficult of my life, because I care deeply for this community. I appreciate this city for accepting me and my family and trusting in me in this challenging time. I did my best to hold this city together in getting through some very challenging times, which we are still facing. I believe we did some great things here many thanks to the hardworking staff members we have. I appreciate all of you." He mentioned the late Mac Mc Gaffey, who he formed a special friendship with over the years. "I will miss these life-long friendships I have made

over the years. I have nothing but respect for you Mayor Bell and this Council and most importantly you the citizens. I want great things for this City, and I believe this city will do great things and prosper. I believe that the City of La Marque needs an experienced, strong willed City Manager to achieve these goals. I want to thank my wife for putting up with me these last few months, you and Carly mean the world to me.

I believe Chief Randall Aragon is here for a reason. I believe he was sent here to obviously help the Police Department. He has been throughout this country, and he has been an Interim before, he knows how to hold things down and keep things moving forward. My recommendation would be to promote and move Chief Aragon as the Interim City Manager until "bakertilley" goes through their search and finds the right person permanently for this City."

Mayor Bell stated to Council that there had been a recommendation from the out-going City Manager. "We can move to nominate Chief or anybody that we choose that meets the qualifications."

Councilmember Carlson asked if Chief Aragon would be holding both roles as the Police Chief and Interim City Manager.

Chief Aragon approached the podium, "Both roles, I can multi-task very well, and I can do a good job, Chaise kept us on track, and I can continue to do that. I don't need two pays; I am going to save you a bunch of money. I have served as Mayor when Mayor left town, under a Mayor form of government with no City Manager. I have served for over thirty years, six states and eight cities, and I have a good idea of and know what needs to be done. A leader is someone who is going someplace and can persuade others to go with him. I don't want to be the City Manager; my role is public safety, but I will keep the ship afloat until we hire a competent person."

Mayor Pro-Tem asked for clarification and what were the two roles he was referring to. Mr. Aragon responded that he had been appointed as the Chief of Police and the possibility of Interim City Manager. On October 20, 2021, he was named Chief of Police in a press release. An email was sent out to all of staff and each member of City Council and Mayor. The City Manager hires those positions under his supervision. The previous Interim City Manager Mr. Cary had appointed him as the Police Chief. It was asked that an email with the video be sent out again.

It was asked when the deadline was for applications to be received for the City Manager position. City Clerk would find out and let Council know.

Councilmember Yancy made a nomination to allow Randall Aragon to fill the position of the Interim City Manager position.

DRAFT

Mayor Pro-Tem Compian asked if there were any other candidates, Mr. Cary answered that there were no other candidates. There were no other nominations.

Councilmember Carlson made a motion to appoint Randall Aragon as he Interim City Manager to be effective November 5, 2021. Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**.

Mayor Bell added that an agenda item relating to his salary package would be on the next meeting (the following Monday).

b. Discussion/possible action regarding bringing Girls' Softball Association into the City

Councilmember M. Carlson began the discussion by stating that during the summer he and the late Mr. Mc Gaffey were discussing the Master Parks Plan and spoke of bringing Mahan Park up to standard to possibly bring in a baseball or softball association into the city to provide youth and teens an opportunity to get involved in sports.

Rachelle Davila, lives in La Marque and is currently the Texas City Youth Girls Softball President. After moving to this community four years ago, and because of their strong passion for helping kids, and since she herself played softball and her daughter played, she became president of the Association. At that time, the league consisted of only 66 players, and now the league has over 236 players. "We are a league through USA Softball, a nationalized organization. We started a co-ed league, and we have players ranging from age three to fourteen years of age. We try to encourage the players that have reached the phased-out stage (14 years of age) to coach teams and/or work in the concession stands.

Mayor Pro-Tem Compian asked for specifics, what does it mean by bringing the Association back to La Marque?

Currently there is no practicing on the fields in La Marque, once upon a time, they held practices, and games at Mahan Park. But since that time, the fields have deteriorated and need quite a bit of work to get them back in shape.

Mayor Bell clarified that a partnership would need to be created between the City and this organization. (A contract or an Agreement of Understanding). He continued to explain the process, beginning with the Parks Board agenda.

Mayor Pro-Tem Compian suggested other fields or parks that may be able to be utilized (Bobby Beech Park) and Lagana Park- through Queen of Peace Church, a current agreement between the City and the church.

** Councilmember Carlson directed Mayor Pro-Tem Compian to bring this item to the Parks Board at their next meeting.(He is the ex-officio member to the Parks Board)

DRAFT

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

c. Discussion/possible action regarding the overpayment of customers on their utility bills

Councilmember M. Carlson asked for the progress of the above agenda item.

Finance Director Ms. Kou explained that she recollected that this item would be reviewed, and that this was brought up by the auditors in their annual audit. There was a difference in the interpretation of the current ordinance as it pertains to the certain tiers concerning the water usage. She said that approximately 7,000 accounts would need to be reviewed each individually, and that multiple staff members have been out sick and or vacancies within the department. Legal opinion was also asked from the City Attorney. Simplicity was asked for (one-time adjustment of $10.00 per account it was his suggestion back when it was officially brought up and is still Mayor Pro-Tem Compians' suggestion still, and that the money is available through the Utility Fund.

Mr. Kou said she would do whatever the Council's wished if it was legal and doable and is asking for a legal opinion from the City Attorney. Mr. Knebel said he would need more information on the over-billing and will need to get some numbers together and also meet with the auditors.

Ms. Kou added, "We are searching for the most logical and fair way to pay back anything we would need to refund the customers that were was over billed."

It was clarified, when brought to the attention by the auditors, the City Staff began immediately using the standard practice.

Motion to get this information to council as soon as possible, hopefully for the December meeting, maybe as soon as the following week in the form of a report.

No further action was taken on this item.

(6) EXECUTIVE SESSION

1. Section 551.071 (Consultation with Attorney) - regarding potential legal action against Charles Jackson

Mayor Bell recessed the Special Meeting at 5:58 p.m.

Mayor Bell reconvened the Special Meeting at 6:56 p.m.

DRAFT

(7) ACTION TAKEN FROM EXECUTIVE SESSION

a. Discussion and provide possible direction to the City Attorney regarding instituting legal action against Charles Jackson

** Councilmember Yancy made a motion to table the legal action that was being considered against Charles Jackson and asked that it be table until the next regularly scheduled meeting in December.

** Councilmember Carlson seconded. **MOTION CARRIED UNANIMOUSLY**

(8) REQUESTS AND ANNOUNCEMENTS

Councilmember sent thoughts and prayers to the Louis "Mac" Mc Gaffey family – that it is a big loss this city and community. Reported that he would be out of net for following days after the regular meeting next Monday night. Then added that he appreciated the way that Chaise has grown since his stepping up into the Interim City Manager position and thanked him for time and service.

Councilmember Yancy – also sent condolences for the Mc Gaffey family- November 10, 2021, she will be hosting at the La Marque High School the first 100 days in office Community Resource Fair. Texas Work Services, Amazon will be in attendance, it's purpose is to empower the community and to show that this city is moving forward to make good things happen in spite of those who love to dance in negativity. Said she was excited about Mr. Aragon's safety initiative meeting. "I will miss you Chaise you are an incredible young man. You remained positive this entire time. I am proud of you and am proud to call you my friend."

Mayor Pro-Tem Compian sent condolences to the Mc Gaffey family. Congratulated Chaise Cary and described him as another high-energy person and committed to standards of conduct, then he wished he and his family good luck and for him to continue his growth in Dickinson. "I will be attending the HGAC meeting and will miss the next council meeting, then I will be out for about seven days or so." Then added condolences to Charlie Werdlow, an employee of the Water Treatment Plant for the recent loss of his son.

Mayor Bell said it was a sad day in the city, that Mac Mc Gaffey was a true public servant. "I will be attending his visitation this evening to offer my encouragement and that the city owes the Mc Gaffey family a dept of gratitude. Mac was not a person who tried to undermine our government, he is one who did everything in his power to move this city forward. They don't make him like that anymore. Men fight the good fight and at the end they shake hands and pick each other up they don't seek to damage and destroy."

"Chaise, you are a bright young man with an incredible future, it will be exciting to see how your life and career unfolds and know that I will be there cheering you on. I am proud of you for stepping up when this city needed you to. You took a lot of hits for it. Thank you for everything that you did for this city. Chief Aragon

we have fought many wars together and will fight many more, but you are tough as nails. We have one goal in common we will make this city the safest city in Texas."

Colleen Martin was thanked by all for her service in public relations and for being classy young lady.

Mayor gave his new city phone 409-257-6259 and added "La Marque's future is brighter than it's ever been, I encourage you all to go and pay respects to Louis Mc Gaffey's family.

(9) ADJOURNMENT

** Councilmember Carlson made a motion to adjourn the Special meeting at 7:13 p.m.

** Councilmember Yancy seconded. **MOTION CARRIED UNANIMOUSLY**

_____
Keith Bell, Mayor

ATTEST:

_____
Robin Eldridge, TRMC
City Clerk

DRAFT

CITY OF LA MARQUE
WORKSHOP OF CITY COUNCIL
MINUTES
of
October 25, 2021

Minutes of City Council Workshop held in the Council Chambers, 1109 Bayou Road, La Marque, Texas as well as via teleconference – ZOOM on Monday, October 25, 2021, beginning at 1:00 p.m.:

(1) CALL MEETING TO ORDER
Mayor Bell called the meeting to order at 1:03 p.m.

(2) **ROLL CALL**

Keith Bell	Mayor
Michael Carlson	Councilmember District C

City Staff:

Randall Aragon	Interim City Manager/ Police Chief
Gus Knebel	City Attorney
Kierra K. Nance	Deputy City Clerk
Kathleen Van Stavern	Code Compliance Supervisor
Russell Washington	City Marshall
Chad Waggoner	Deputy Police Chief
Lt. Geoffrey Price	La Marque Police Department
Meagan Jones	Municipal Prosecutor

Panelists:

Derrick Rose	Constable
Jack Roady	Galveston County District Attorney
Lt. Derrick Fillmore	Galveston County Sheriffs Office
Brian Getches	Retired, Texas City Police Department
Vincent Herrera	Texas New Mexico Power
Dr. Roy Taylor	Retired, 40 years Law Enforcement
Lawrence Johnson	Retired, Police Chief
Rose Lazo	Galveston County Resource & Crisis Center

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

DRAFT

Mayor led the invocation and Councilmember Carlson led the Pledge of Allegiance.

(4) CITIZENS PARTICIPATION (Limited to three minutes per person)

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council on a specific agenda item (limited to three (3) minutes) should give the Mayor your 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.**

There was no citizen's participation.

(5) OLD BUSINESS

a. Safe City Initiative – Phase II (Mayor Bell/Police Chief Randall Aragon)

Mayor Bell reaffirmed his commitment to working towards being the "Safest City in Texas" and introduced the moderator of the meeting, Interim City Manager/Police Chief Randall Aragon.

Chief Aragon opened the floor for the panelists to introduce themselves. He followed with a brief overview of what the Safe City Initiative is and provided a short timetable of what has happened in Phase 1 of the initiative.

The City is one of the fastest growing cities in the county has an extremely diverse demographic with an unemployment rate of 8.2 percent which is higher than the county, state, and national averages which are 6.3, 5.9, and 6.0 percent respectively. Violent and property crime rates are well above that of other comparative cities.

Of the FBI's 13 factors attributed as causes of crime there are only two that are directly addressed by local law enforcement agencies.

A lengthy discussion diving into the importance of building trust within the community, the benefits of community policing, and being involved with the city's youth both inside the schools and outside in the community. Gaining the trust of the city's youth will make a difference because they will speak with persons that they have a relationship with. Constable Rose spoke to how creating these relationships with students helped him in past organizations with identifying witnesses and receiving information about crimes before they happen.

Constable Rose also noted that there are no activities for the students to participate in after school which is a problem. Lt. Fillmore mentioned that

parents were requesting “Project Detour” to be reinstated, a look at what life will be if they continue down the wrong path. He also spoke to the need for after school activities.

Retired Chief Brian Getchess spoke suggesting a more collaborative approach with the school system, understanding the limitations provided by privacy laws but also acknowledging that they do not necessarily apply to police departments. If the different entities would share information regarding families that they have been interacting with a better treatment plan could be created. Chief Aragon mentioned that a currently unfilled position was approved for the city to hire a social worker within the Police Department who would be able to aide in this process as many offenders often have mental health needs.

Chief Aragon shared his belief in the “Broken Windows Paradigm” and the importance of removing blight within the City to help deter the introduction of criminal elements within areas of the city. Code Enforcement Supervisor Kathleen Van Stavern announced that over 175 dilapidated structures have been demolished in recent years. She also noted that while the Broken Windows theory is partially true, it does not take into account the many families who do care for their homes and neighborhoods but do not have the financial ability to maintain the properties the occupy, or the properties that were abandoned by younger generations in a desire to “move on to greener pastures” after many years of regular maintenance and upkeep. The demolition process created in response to the Broken Windows theory begat over 100 vacant lots that are now maintained by the city in an effort to continue to provide safety and security to the citizens in these areas. According to Ms. Van Stavern, the Broken Windows theory is a great starting point however, Code Enforcement needs someone to continue the work after the blight has been eradicated.

Rose Lazo of the Galveston County Resource & Crisis Center was asked if there were any programs or resources available within her organization that could benefit the city in this effort. She spoke to the center’s outreach and prevention programs that area aimed towards children and families receiving the tools they need to understand effective communication and other preventative education to help reduce crime as a whole, the courses offered last anywhere between three days and 12 weeks. She recommended also connecting with the Child Advocacy Center of Galveston County as well as the Galveston County Food Bank, and implementing their “Building Healthy Communities” and “Be Strong” programs in conjunction with community presentations on bystander intervention, social media awareness, and the community effects of domestic violence and sexual assault.

Chief Aragon identified that La Marque Police Department is reactive and that needs to change, the best strategy is preventative policing citing that 6% of offenders commit 70% of crime and 10% of cities receive 70% of calls for service and additional statistics to support his position, La Marque is no different.

A survey was available to the citizens for approximately 10 days prior to the meeting asking them to identify their top three crime concerns and gangs, shootings, and drugs were among the most identified, followed by lighting, and increased police presence. Retired Chief Johnson suggested looking into ways to bolster the department without resorting to hiring a multitude of new cops, as that can be costly, one way would be to identify entities within the communities to act as the departments "eyes and ears" such as utility workers and postal carriers, people who are already actively in the community daily and generally have a working knowledge of the community and how it operates.

Constable Rose spoke to the gangs, drugs, and shootings responses, and related it back to officers creating trust within their community. He recalled a recent situation where a known local gang held a reunion event and promised that there would not be any incidents at the event and kept their word. Currently the city does not have any officers that these people can identify and relate to that they are willing to work with and talk to. It all goes back to being active in the community, going to the same churches, interacting with people, and truly having "boots on the ground", being a presence in the community that real change will be seen.

Chief Aragon announced that Phase III would take place sometime in the later part of January 2022, by then the panelists as a group will have created 1-year, 3-year, and 5-year goals for the Safe City Initiative.

Different panelists shared their excitement for the future of the future of the Safe City effort. Councilman Carlson, agreed with the sentiment that creating trust within the community is definitely the way to go and applauded the creativity behind partnering with others in the community to be an asset. Mayor Bell thanked the panel for sharing their expertise and recommendations and identified some achievements in the community that are already leading us to the goals of the initiative. Mayor Bell also noted that many of the suggested responses of those who participated in the survey included more patrol officers, a gang task force, and a zero-tolerance policy, a feat that is achievable however requires adequate funding. Council has made necessary budgetary investments in an effort to help achieve the goal of La Marque becoming the Safest City in Texas. Mayor Bell spearheaded this initiative because he chooses for his legacy to be as a Public Safety Mayor and truly believes in the safest city goal. Mayor closed his remarks by thanking everyone who watched and attended, requesting Texas New Mexico Power to attend the next City Council meeting, and inviting the community to tour the police station December 8th at 5:30 p.m.

(6) ADJOURNMENT

Meeting was adjourned at 2:35 p.m.

_____
Keith Bell, Mayor

ATTEST:

_____
Kierra K. Nance, TRMC
Deputy City Clerk

DRAFT

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **8a**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

- **AGENDA ITEM DESCRIPTION:** Discussion/possible action Proclaiming April as Fair Housing Month: This proclamation will help to fulfill Fair Housing activity obligations as required by the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-083-003-D208

[X] **ATTACHMENTS FOR REFERENCE**
1. Proclamation

STAFF BRIEFING:

- This is per grant requirement.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

ACTION:

- [ ] Ordinance
- [ ] Resolution
- [ ] Special Presentation
- [x] Proclamation
- [ ] Finance Report
- [ ] Public Hearing
- [ ] Other
- [x] Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

- **STAFF'S RECOMMENDATION**: Motion to proclaim April as Fair Housing Month

FISCAL IMPACT: n/a

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the CITY COUNCIL of City of La Marque, do proclaim April as Fair Housing Month in City of La Marque and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the CITY COUNCIL of City of La Marque, State of Texas, on the _____ day of _____, 2021.

APPROVED:

_____
Mayor

ATTEST:

_____
Deputy City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **8b**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action Proclaiming April as Fair Housing Month: This proclamation will help to fulfill Fair Housing activity obligations as required by GLO state contract number 22-085-003-D223

[X]

ATTACHMENTS FOR REFERENCE

1. Proclamation

STAFF BRIEFING:

- This is per grant requirement.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

ACTION:

- [ ] Ordinance
- [ ] Resolution
- [ ] Special Presentation
- [x] Proclamation
- [ ] Finance Report
- [ ] Public Hearing
- [ ] Other
- [x] Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

- **STAFF'S RECOMMENDATION**: Motion to proclaiming April as Fair Housing Month

FISCAL IMPACT: n/a

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the CITY COUNCIL of City of La Marque, do proclaim April as Fair Housing Month in City of La Marque and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the CITY COUNCIL of City of La Marque, State of Texas, on the _____ day of _____, 2021.

APPROVED:

_____
Mayor

ATTEST:

_____
Deputy City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **8c**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding accepting the quarterly investment reports for Third Quarter 2021

☐ **1. Investment Reports-Third Quarter 2021**

STAFF BRIEFING:

- Per Public Funds Investment Act, we are required to submit quarterly investment reports to Council for acknowledgement purposes.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to accept the quarterly investment reports for Third Quarter 2021

FISCAL IMPACT: **N/A**

City of La Marque, Texas

Quarter Ended **9/30/2021**

Detailed Holdings

TexPool Rate:	0.0279
Logic Rate:	0.0588
DWS	0.0100

Fund	Fund Categories	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic	LGIP		0.0588			4,901,689.20	100.000	4,901,689.20	4,901,689.20	100.000	4,901,689.20	1	0.0588
General Fund	General Fund	TexPool	LGIP		0.0279			883,836.91	100.000	883,836.91	883,836.91	100.000	883,836.91	1	0.0279
General Fund	General Fund	DWS	MMKT		0.0100			580,112.36	101.000	580,112.36	580,112.36	100.000	580,112.36	1	0.0100
Utility Fund	Utility Fund	Logic	LGIP		0.0588			382,869.43	100.000	382,869.43	382,869.43	100.000	382,869.43	1	0.0588
Utility Fund	Utility Fund	TexPool	LGIP		0.0279			69,036.23	100.000	69,036.23	69,036.23	100.000	69,036.23	1	0.0279
Utility Fund	Utility Fund	DWS	MMKT		0.0100			45,312.40	100.000	45,312.40	45,312.40	100.000	45,312.40	1	0.0100
Utility Fund	Utility Fund (Restricted)	Logic	LGIP		0.0588			79,036.58	100.000	79,036.58	79,036.58	100.000	79,036.58	1	0.0588
Utility Fund	Utility Fund (Restricted)	TexPool	LGIP		0.0279			14,251.30	100.000	14,251.30	14,251.30	100.000	14,251.30	1	0.0279
Utility Fund	Utility Fund (Restricted)	DWS	MMKT		0.0100			9,353.94	100.000	9,353.94	9,353.94	100.000	9,353.94	1	0.0100
Replacement Fund	Replacement Fund	Logic	LGIP		0.0588			333,733.60	100.000	333,733.60	333,733.60	100.000	333,733.60	1	0.0588
Replacement Fund	Replacement Fund	TexPool	LGIP		0.0279			60,176.41	100.000	60,176.41	60,176.41	100.000	60,176.41	1	0.0279
Replacement Fund	Replacement Fund	DWS	MMKT		0.0100			39,497.20	100.000	39,497.20	39,497.20	100.000	39,497.20	1	0.0100
Hotel Motel Fund	Hotel Motel Fund	Logic	LGIP		0.0588			479,366.15	100.000	479,366.15	479,366.15	100.000	479,366.15	1	0.0588
Hotel Motel Fund	Hotel Motel Fund	TexPool	LGIP		0.0279			86,435.81	100.000	86,435.81	86,435.81	100.000	86,435.81	1	0.0279
Hotel Motel Fund	Hotel Motel Fund	DWS	MMKT		0.0100			56,732.73	100.000	56,732.73	56,732.73	100.000	56,732.73	1	0.0100
Debt Service	Debt Service Fund	Logic	LGIP		0.0588			33,856.35	100.000	33,856.35	33,856.35	100.000	33,856.35	1	0.0588
Debt Service	Debt Service Fund	TexPool	LGIP		0.0279			6,104.73	100.000	6,104.73	6,104.73	100.000	6,104.73	1	0.0279
Debt Service	Debt Service Fund	DWS	MMKT		0.0100			4,006.88	100.000	4,006.88	4,006.88	100.000	4,006.88	1	0.0100
LM EDC Operating	LM EDC	Logic	LGIP		0.0588			4,306,077.65	100.000	4,306,077.65	4,306,077.65	100.000	4,306,077.65	1	0.0588
LM EDC Operating	LM EDC	TexPool	LGIP		0.0279			1,241,339.12	100.000	1,241,339.12	1,241,339.12	100.000	1,241,339.12	1	0.0279
LM EDC Operating	LM EDC	DWS	MMKT		0.0100			653.36	100.000	653.36	653.36	100.000	653.36	1	0.0100
LM EDC Operating	LM EDC	Money Market	MMKT		0.1500			35,815.22	100.000	35,815.22	35,815.22	100.000	35,815.22	1	0.1500
LM EDC Operating	LM EDC	Texas First	CD	5177	1.3100	11/27/2020	11/27/2021	200,801.22	100.000	200,801.22	200,801.22	100.000	200,801.22	58	0.6000
LM EDC Operating	LM EDC	Amoco CD	CD		0.7000	8/30/2021	8/30/2022	105,734.85	100.000	105,734.85	105,734.85	100.000	105,734.85	334	0.8000
LM EDC Operating	LM EDC	ACU CD	CD		0.6480	8/31/2021	8/31/2022	100,000.00	100.000	100,000.00	100,000.00	100.000	100,000.00	335	1.0000
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS	MMKT		0.0100			163,908.55	100.000	163,908.55	163,908.55	100.000	163,908.55	1	0.0100
2005 CO	Capital Projects Fund	TexPool	LGIP		0.0279			124,794.33	100.000	124,794.33	124,794.33	100.000	124,794.33	1	0.0279
2007 CO	Capital Projects Fund	TexPool	LGIP		0.0279			391,400.51	100.000	391,400.51	391,400.51	100.000	391,400.51	1	0.0279
2016 CO	Capital Projects Fund	Logic	LGIP		0.0588			488,352.93	100.000	488,352.93	488,352.93	100.000	488,352.93	1	0.0588
2018 CO	Capital Projects Fund	Logic	LGIP		0.0588			2,424,024.31	100.000	2,424,024.31	2,424,024.31	100.000	2,424,024.31	1	0.0588
2020 CO	Capital Projects Fund	Logic	LGIP		0.0588			6,503,237.93	100.000	6,503,237.93	6,503,237.93	100.000	6,503,237.93	1	0.0588
Special Revenue Funds	Special Revenue Fund	DWS	MMKT		0.0100			33,277.07	100.000	33,277.07	33,277.07	100.000	33,277.07	1	0.0100
Special Revenue Funds	Special Revenue Fund	TexPool	LGIP		0.0279			50,699.67	100.000	50,699.67	50,699.67	100.000	50,699.67	1	0.0279
Special Revenue Funds	Special Revenue Fund	Logic	LGIP		0.0588			281,176.33	100.000	281,176.33	281,176.33	100.000	281,176.33	1	0.0588
Library Memorial	Fiduciary Fund	Logic	LGIP		0.0588			2,891.69	100.000	2,891.69	2,891.69	100.000	2,891.69	1	0.0588
Drug Seizure	Fiduciary Fund	Logic	LGIP		0.0588			7,831.44	100.000	7,831.44	7,831.44	100.000	7,831.44	1	0.0588
								24,527,424.39		**24,527,424.39**	**24,527,424.39**		**24,527,424.39**	**4**	**0.0649**

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of September 30, 2021 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Investment Officer, CPFIM

City of La Marque, Texas

Quarter ended 9/30/2021

Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	23,152,218.61	94.39%	1	0.055
MMKT	968,669.71	3.95%	1	0.015
CD	406,536.07	1.66%	198	0.750
	24,527,424.39	**100.00%**	**4**	**0.065**

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Texas First	200,801.22	0.82%	58	0.600
ACU CD	100,000.00	0.41%	335	1.000
Amoco CD	105,734.85	0.43%	334	0.800
Money Market	35,815.22	0.15%	1	0.150
DWS	932,854.49	3.80%	1	0.010
Logic	20,224,143.59	82.46%	1	0.059
TexPool	2,928,075.02	11.94%	1	0.028
	24,527,424.39	**100.00%**	**4**	**0.065**

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	6,365,638.47	25.95%	1	0.050
Utility Fund	497,218.06	2.03%	1	0.050
Utility Fund (Restricted)	102,641.82	0.42%	1	0.050
Replacement Fund	433,407.21	1.77%	1	0.050
Capital Projects Fund	10,095,718.56	41.16%	1	0.056
Hotel Motel Fund	622,534.70	2.54%	1	0.050
Debt Service Fund	43,967.96	0.18%	1	0.050
LM EDC	5,990,421.42	24.42%	14	0.100
Special Revenue Fund	365,153.07	1.49%	1	0.050
Fiduciary Fund	10,723.13	0.04%	1	0.059
	24,527,424.39	**100.00%**	**4**	**0.065**

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	24,321,689.54	99.16%
90 to 180 Days	-	0.00%
181 to 365 Days	205,734.85	0.84%
More Than 365 Days	-	0.00%
	24,527,424.39	**100.00%**

City of La Marque, Texas

Summary Investment Report
For Period Ended 9/30/2021

Total Portfolio Summary	Current Quarter 9/30/2021	Prior Quarter 6/30/2021	Change From Prior
Book Value	24,527,424	26,610,904	-2,083,480
Market Value	24,527,424	26,610,904	-2,083,480
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	4 days	4 days	0 days
Weighted Average Yield	0.06%	0.06%	0.00%

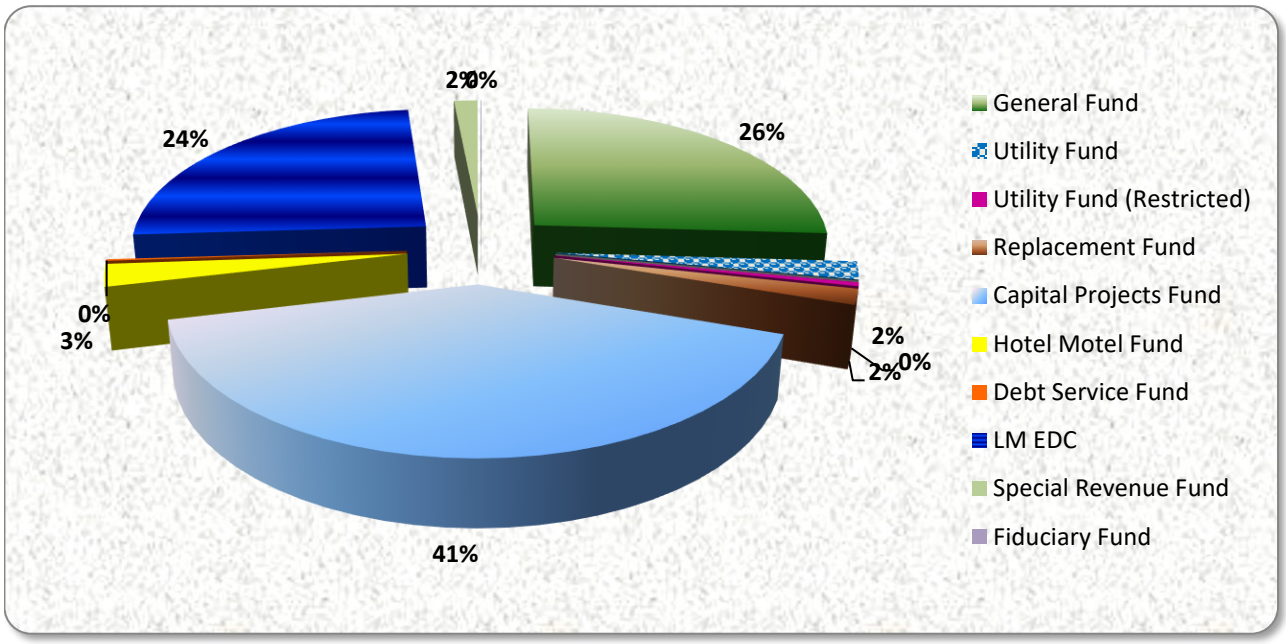
Portfolio Performance Summary		
Beginning Book Value	26,610,904	
Beginning Market Value	26,610,904	
Beginning WAM	4 days	*Liquidity measurement*
Ending Book Value	24,527,424	
Ending Market Value	24,527,424	
Change in market value	-2,083,480	*Volatility measurement*
Ending WAM	4 days	*Liquidity measurement*
Period Average Yield	**0.06%**	
Period Average Benchmark	**0.05%**	

6-Month T-Bill Historical Trend



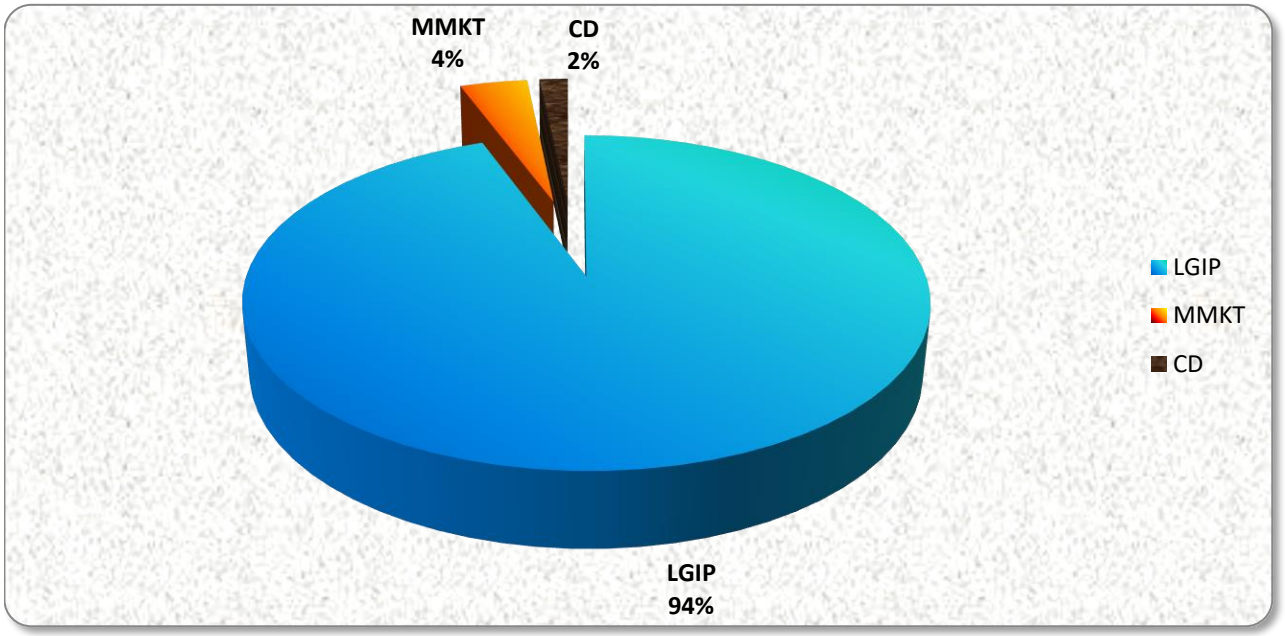
Investment Portfolio by Funds

As of 9/30/2021



Investment Portfolio by Types

As of 9/30/2021



City of La Marque, Texas

Quarter Ended **9/30/2021**

Detailed Holdings

TexPool Rate:	0.0279
Logic Rate:	0.0588
DWS	0.0100

Fund	Fund Categories	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM
General Fund	General Fund	Logic	LGIP		0.0588			4,901,689.20	100.000	4,901,689.20	4,901,689.20	100.000	4,901,689.20	1	0.0588
General Fund	General Fund	TexPool	LGIP		0.0279			883,836.91	100.000	883,836.91	883,836.91	100.000	883,836.91	1	0.0279
General Fund	General Fund	DWS	MMKT		0.0100			580,112.36	101.000	580,112.36	580,112.36	100.000	580,112.36	1	0.0100
Utility Fund	Utility Fund	Logic	LGIP		0.0588			382,869.43	100.000	382,869.43	382,869.43	100.000	382,869.43	1	0.0588
Utility Fund	Utility Fund	TexPool	LGIP		0.0279			69,036.23	100.000	69,036.23	69,036.23	100.000	69,036.23	1	0.0279
Utility Fund	Utility Fund	DWS	MMKT		0.0100			45,312.40	100.000	45,312.40	45,312.40	100.000	45,312.40	1	0.0100
Utility Fund	Utility Fund (Restricted)	Logic	LGIP		0.0588			79,036.58	100.000	79,036.58	79,036.58	100.000	79,036.58	1	0.0588
Utility Fund	Utility Fund (Restricted)	TexPool	LGIP		0.0279			14,251.30	100.000	14,251.30	14,251.30	100.000	14,251.30	1	0.0279
Utility Fund	Utility Fund (Restricted)	DWS	MMKT		0.0100			9,353.94	100.000	9,353.94	9,353.94	100.000	9,353.94	1	0.0100
Replacement Fund	Replacement Fund	Logic	LGIP		0.0588			333,733.60	100.000	333,733.60	333,733.60	100.000	333,733.60	1	0.0588
Replacement Fund	Replacement Fund	TexPool	LGIP		0.0279			60,176.41	100.000	60,176.41	60,176.41	100.000	60,176.41	1	0.0279
Replacement Fund	Replacement Fund	DWS	MMKT		0.0100			39,497.20	100.000	39,497.20	39,497.20	100.000	39,497.20	1	0.0100
Hotel Motel Fund	Hotel Motel Fund	Logic	LGIP		0.0588			479,366.15	100.000	479,366.15	479,366.15	100.000	479,366.15	1	0.0588
Hotel Motel Fund	Hotel Motel Fund	TexPool	LGIP		0.0279			86,435.81	100.000	86,435.81	86,435.81	100.000	86,435.81	1	0.0279
Hotel Motel Fund	Hotel Motel Fund	DWS	MMKT		0.0100			56,732.73	100.000	56,732.73	56,732.73	100.000	56,732.73	1	0.0100
Debt Service	Debt Service Fund	Logic	LGIP		0.0588			33,856.35	100.000	33,856.35	33,856.35	100.000	33,856.35	1	0.0588
Debt Service	Debt Service Fund	TexPool	LGIP		0.0279			6,104.73	100.000	6,104.73	6,104.73	100.000	6,104.73	1	0.0279
Debt Service	Debt Service Fund	DWS	MMKT		0.0100			4,006.88	100.000	4,006.88	4,006.88	100.000	4,006.88	1	0.0100
LM EDC Operating	LM EDC	Logic	LGIP		0.0588			4,306,077.65	100.000	4,306,077.65	4,306,077.65	100.000	4,306,077.65	1	0.0588
LM EDC Operating	LM EDC	TexPool	LGIP		0.0279			1,241,339.12	100.000	1,241,339.12	1,241,339.12	100.000	1,241,339.12	1	0.0279
LM EDC Operating	LM EDC	DWS	MMKT		0.0100			653.36	100.000	653.36	653.36	100.000	653.36	1	0.0100
LM EDC Operating	LM EDC	Money Market	MMKT		0.1500			35,815.22	100.000	35,815.22	35,815.22	100.000	35,815.22	1	0.1500
LM EDC Operating	LM EDC	Texas First	CD	5177	1.3100	11/27/2020	11/27/2021	200,801.22	100.000	200,801.22	200,801.22	100.000	200,801.22	58	0.6000
LM EDC Operating	LM EDC	Amoco CD	CD		0.7000	8/30/2021	8/30/2022	105,734.85	100.000	105,734.85	105,734.85	100.000	105,734.85	334	0.8000
LM EDC Operating	LM EDC	ACU CD	CD		0.6480	8/31/2021	8/31/2022	100,000.00	100.000	100,000.00	100,000.00	100.000	100,000.00	335	1.0000
1998 TWDB Sewer Rehab	Capital Projects Fund	DWS	MMKT		0.0100			163,908.55	100.000	163,908.55	163,908.55	100.000	163,908.55	1	0.0100
2005 CO	Capital Projects Fund	TexPool	LGIP		0.0279			124,794.33	100.000	124,794.33	124,794.33	100.000	124,794.33	1	0.0279
2007 CO	Capital Projects Fund	TexPool	LGIP		0.0279			391,400.51	100.000	391,400.51	391,400.51	100.000	391,400.51	1	0.0279
2016 CO	Capital Projects Fund	Logic	LGIP		0.0588			488,352.93	100.000	488,352.93	488,352.93	100.000	488,352.93	1	0.0588
2018 CO	Capital Projects Fund	Logic	LGIP		0.0588			2,424,024.31	100.000	2,424,024.31	2,424,024.31	100.000	2,424,024.31	1	0.0588
2020 CO	Capital Projects Fund	Logic	LGIP		0.0588			6,503,237.93	100.000	6,503,237.93	6,503,237.93	100.000	6,503,237.93	1	0.0588
Special Revenue Funds	Special Revenue Fund	DWS	MMKT		0.0100			33,277.07	100.000	33,277.07	33,277.07	100.000	33,277.07	1	0.0100
Special Revenue Funds	Special Revenue Fund	TexPool	LGIP		0.0279			50,699.67	100.000	50,699.67	50,699.67	100.000	50,699.67	1	0.0279
Special Revenue Funds	Special Revenue Fund	Logic	LGIP		0.0588			281,176.33	100.000	281,176.33	281,176.33	100.000	281,176.33	1	0.0588
Library Memorial	Fiduciary Fund	Logic	LGIP		0.0588			2,891.69	100.000	2,891.69	2,891.69	100.000	2,891.69	1	0.0588
Drug Seizure	Fiduciary Fund	Logic	LGIP		0.0588			7,831.44	100.000	7,831.44	7,831.44	100.000	7,831.44	1	0.0588
								24,527,424.39		**24,527,424.39**	**24,527,424.39**		**24,527,424.39**	**4**	**0.0649**

I certified that the Quarterly Investment Report represents the investment position of City of La Marque as of September 30, 2021 to the best of my knowledge and all investments under the City's control have been and are in compliance with the Texas Public Funds Investment Act and the City's Investment Policy as adopted by City Council.

Investment Officer, CPFIM

City of La Marque, Texas

Quarter ended 9/30/2021

Summary Data

Type Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
LGIP	23,152,218.61	94.39%	1	0.055
MMKT	968,669.71	3.95%	1	0.015
CD	406,536.07	1.66%	198	0.750
	24,527,424.39	**100.00%**	**4**	**0.065**

Issuer Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
Texas First	200,801.22	0.82%	58	0.600
ACU CD	100,000.00	0.41%	335	1.000
Amoco CD	105,734.85	0.43%	334	0.800
Money Market	35,815.22	0.15%	1	0.150
DWS	932,854.49	3.80%	1	0.010
Logic	20,224,143.59	82.46%	1	0.059
TexPool	2,928,075.02	11.94%	1	0.028
	24,527,424.39	**100.00%**	**4**	**0.065**

Fund Breakdown:	Book Value	Percent	Wtd Avg Mat	Wtd Avg Yield
General Fund	6,365,638.47	25.95%	1	0.050
Utility Fund	497,218.06	2.03%	1	0.050
Utility Fund (Restricted)	102,641.82	0.42%	1	0.050
Replacement Fund	433,407.21	1.77%	1	0.050
Capital Projects Fund	10,095,718.56	41.16%	1	0.056
Hotel Motel Fund	622,534.70	2.54%	1	0.050
Debt Service Fund	43,967.96	0.18%	1	0.050
LM EDC	5,990,421.42	24.42%	14	0.100
Special Revenue Fund	365,153.07	1.49%	1	0.050
Fiduciary Fund	10,723.13	0.04%	1	0.059
	24,527,424.39	**100.00%**	**4**	**0.065**

Maturity Breakdown:	Book Value	Percent
Less Than 90 Days	24,321,689.54	99.16%
90 to 180 Days	-	0.00%
181 to 365 Days	205,734.85	0.84%
More Than 365 Days	-	0.00%
	24,527,424.39	**100.00%**

City of La Marque, Texas

Summary Investment Report
For Period Ended 9/30/2021

Total Portfolio Summary	Current Quarter 9/30/2021	Prior Quarter 6/30/2021	Change From Prior
Book Value	24,527,424	26,610,904	-2,083,480
Market Value	24,527,424	26,610,904	-2,083,480
Market Value%	100.00%	100.00%	0.00%
Weighted Average Maturity - Days	4 days	4 days	0 days
Weighted Average Yield	0.06%	0.06%	0.00%

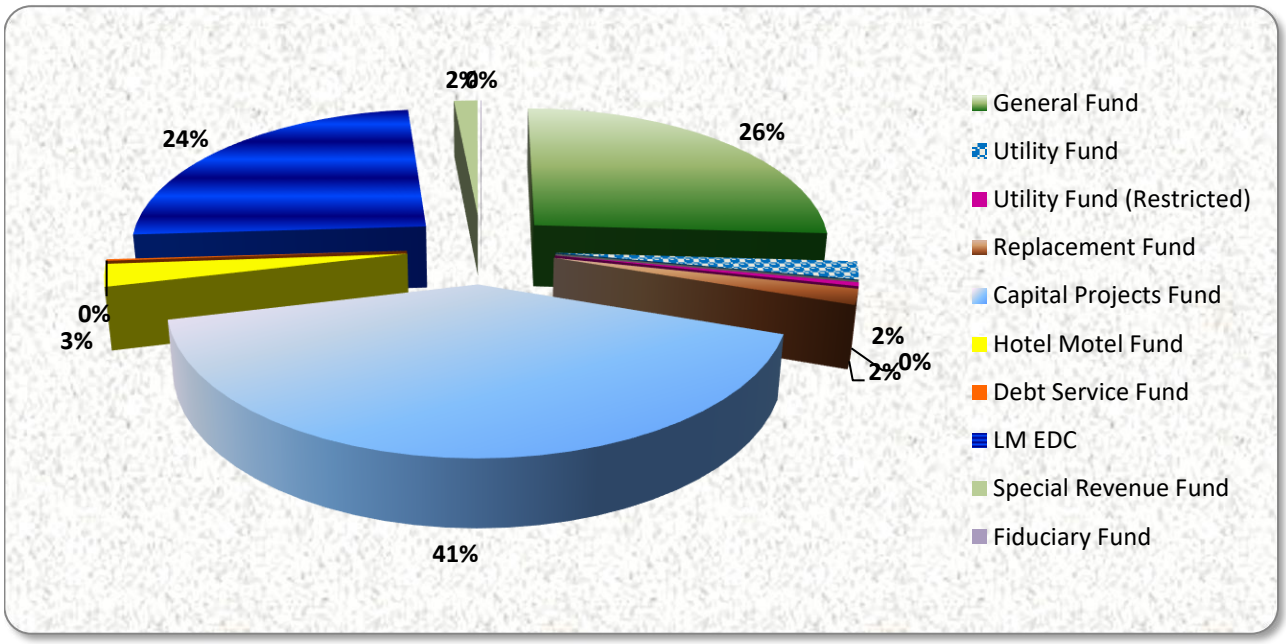
Portfolio Performance Summary		
Beginning Book Value	26,610,904	
Beginning Market Value	26,610,904	
Beginning WAM	4 days	*Liquidity measurement*
Ending Book Value	24,527,424	
Ending Market Value	24,527,424	
Change in market value	-2,083,480	*Volatility measurement*
Ending WAM	4 days	*Liquidity measurement*
Period Average Yield	**0.06%**	
Period Average Benchmark	**0.05%**	

6-Month T-Bill Historical Trend



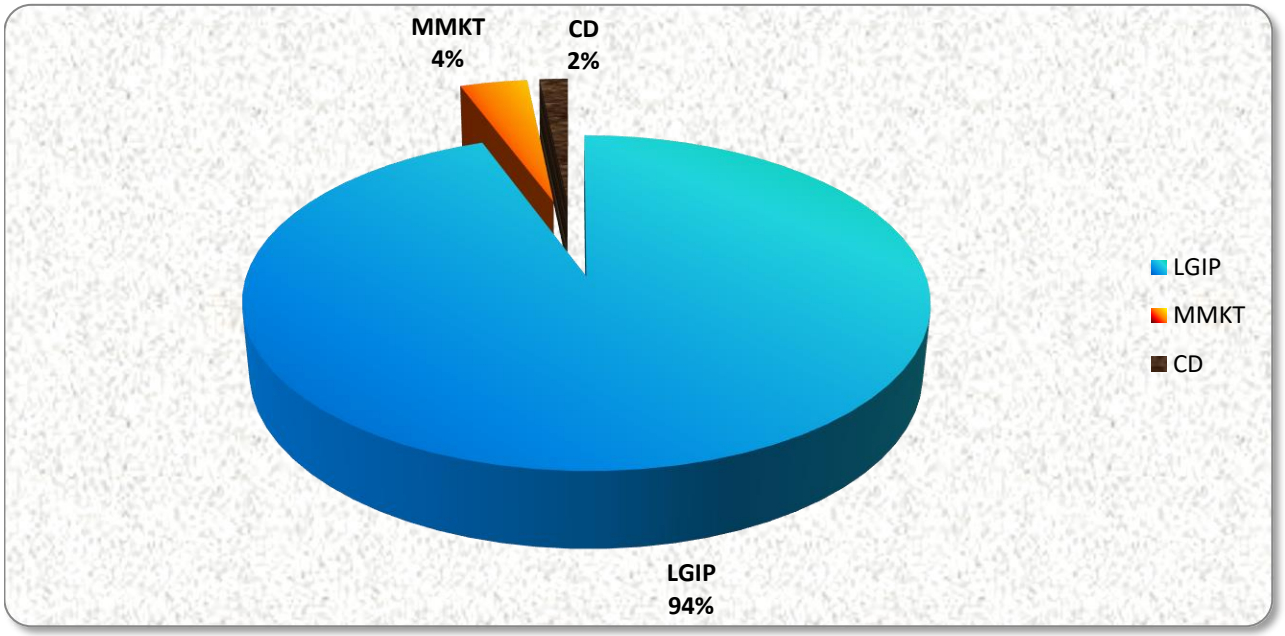
Investment Portfolio by Funds

As of 9/30/2021



Investment Portfolio by Types

As of 9/30/2021



CITY COUNCIL AGENDA FORM

Meeting Date: **December 13, 2021** Agenda item: **8d**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving Resolution No. **R-2021-0029,** authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts effective December 14, 2021

[X]

ATTACHMENTS FOR REFERENCE

1. Resolution R-2021-00??

STAFF BRIEFING:

- Proposed change: Replace Chaise Cary, Interim City Manager with Randall Aragon, Interim City Manager, and Robin Eldridge, City Clerk with Kierra Nance, Deputy City Clerk effective December 14, 2021.

HISTORY:

TARGET IMPLEMENTATION: December 14, 2021

SIGNIFICANT ACTION DATES:

ACTION:

- [ ] Ordinance
- [x] Resolution
- [ ] Special Presentation
- [ ] Proclamation
- [ ] Finance Report
- [ ] Public Hearing
- [ ] Other
- [ ] Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

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

STAFF'S RECOMMENDATION: Motion to approve Resolution No. **R-2021-0029**, authorizing certain officers of the City to sign and endorse checks and drafts of the City of La Marque bank accounts effective December 14, 2021

FISCAL IMPACT: n/a

RESOLUTION NO. R-2021-0029

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING CERTAIN OFFICERS OF THE CITY TO SIGN AND ENDORSE CHECKS AND DRAFTS OF THE CITY OF LA MARQUE BANK ACCOUNTS.

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

Section 1. That any two (2) or more of the following officers of the City shall be authorized to endorse and cash checks, drafts and similar documents on behalf of the City of La Marque in connection with any bank account of the City of La Marque**.**

NAME OF SIGNING OFFICER	TITLE OF SIGNING OFFICER
Keith Bell	Mayor
Randall Aragon	Interim City Manager
Suzy Kou	Finance Director
Kierra Nance	Deputy City Clerk

Section 2. That any two (2) or more of the signing officers except for Mayor Keith Bell referenced in Section 1 with hereof are authorized to receive statements and canceled vouchers of the City of La Marque and to appoint an agent or agents to do the same; furthermore, such officers are authorized to stop payment of checks of the City of La Marque and to revoke stop payment orders.

Section 3. That the bank which is now depository for city funds is hereby authorized to honor or accept all drafts, checks and similar documents executed or endorsed on behalf of the City of La Marque in the manner provided in Section 1, hereof for the credit of or in payment of any obligations of or by the payee or any other holder.

Section 4. That a certified copy of this resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named, and said authority shall remain in full force until written notice of revocation thereof shall be received by the bank or a certified copy of a Resolution designating different officers is received by the bank.

Section 5. That any and all resolutions, ordinances, or other orders of the City Council of the City of La Marque which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

Section 6. That this Resolution shall become effective on December 14, 2021 and shall remain in effect until amended or superseded.

PASSED AND APPROVED this the _____day of _____, 2021.

ATTEST: **THE CITY OF LA MARQUE, TEXAS**

By: _____ By:_____

Kierra Nance, Deputy City Clerk Keith Bell, Mayor

APPROVED AS TO FORM

_____

City Attorney

Exhibit A

CITY OF LA MARQUE, TEXAS

AN INVESTMENT POLICY

Pursuant to Chapter 2256, Texas Government Code, Public Funds Investment Act; as amended by House Bill 2549 enacted by the 74th Texas Legislature:

CITY OF LA MARQUE, TEXAS
INVESTMENT POLICY

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I.	Policy	(2256.005)*
II.	Scope	(2256.003)
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VIII.	Prohibited Investments	(2256.009-b)
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* Reference in parenthesis is to the Public Funds Investment Act.

CITY OF LA MARQUE, TEXAS
INVESTMENT POLICY

I. **Policy** -- It is the policy of the City of La Marque, Texas (the "City") to administer and invest its funds in a manner which will preserve the Principal and maintain the liquidity through limitations and diversification while meeting the daily cash flow requirements of the City. The City will invest all available funds in conformance with legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

II**.** **Purpose –** The purpose of this investment policy is to comply with all statutes governing the investment of the City's funds and Chapter 2256 of the Government Code ("Public Funds Investment Act"), which required the City to adopt a written investment policy regarding the investment of its fund and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III. **Scope** – The City will strive to earn a return on funds invested at the highest investment return possible after taking in consideration the primary goals of preservation of principal and liquidity of funds invested, consistent with the policy objectives described below. This investment policy applies to all financial assets and funds held by the City. It is also applicable to those monetary funds held in trust or safekeeping by the City eg. PID, La Marque Economic Development Corporation, or Employees Insurance Benefits Trust Fund. However this policy does not apply to the assets administered for the benefit of the entity by outside agencies under deferred compensation programs.

FUNDS INCLUDED The City's funds, which are pooled together and constitute the investment portfolio, include all financial assets of all funds managed by the City, including but not limited to receipts of tax revenues, charges for services, bond proceeds, interest incomes, loans and funds received by the City where the City performs a custodial function.

EDC FUNDS EDC funds were segregated from the City's pooled cash beginning January 2014 and shall comply to the same City investment policy under Chapter 2256 of the Public Funds Investment Act.

IV. **Objectives** --The investment policy of the City shall be governed by these primary objectives: safety, liquidity, and yield.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.

B. **Liquidity** - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C. **Yield** - The City shall avoid investment for speculation. Return on investment is of least importance compared to the safety and liquidity objectives described above and shall be expressed as **optimization of interest earnings.**

D. **Public trust** from prudent investment activities.

V. **Investment Authority** -- Responsibility and authority to conduct investment transactions resides with Finance Administration pursuant to Article VIII, Section 8.25. INVESTMENTS, of the City Charter. The director of finance is designated as the Investment Officer with the authority and responsibility to conduct, record, and report all investment transactions, and maintain the operation of the investment program, as governed by this Investment Policy.

A. The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order that no individual or group or transactions undertaken would jeopardize the total capital sum of the overall portfolio. The City of La Marque shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

B. The investment officer shall attend at least one training session relating to his/her responsibilities under this policy within 12 months after taking office or assuming duties and at least 10 hours once every two years thereafter. Training hereunder must include education in investment controls, security risks, strategy risks, market risks, and compliance with Chapter 2256 (T.G.C.)

C. In keeping with sound accounting practice and to assure adequate internal controls, and in the event circumstances require timely action and the investment officer is not available, the investment officer may delegate to a designee to follow procedural responsibilities for the operation of the investment program consistent with this Policy.

No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the investment officer.

D. All investments made by the City will be made through either the City's Investment Officer or authorized securities broker/dealers. The use of brokers/dealers is encouraged to utilize their investment expertise, a method to obtain diversification and to gain an expanded market coverage.

Authorized securities dealer/broker shall be required to be classified as a "Primary Government Securities Dealer" reporting to the Market Reports Division of the Federal Reserve Bank of New York or; securities dealer may be considered authorized if they maintain a bona-fide clearing agent agreement with a primary dealer. This list is found as Exhibit "A" to this Policy. Dealers on this list are assumed to conduct business in a highly ethical and professional manner.

Coastal Securities is designated as an authorized broker/dealer.

Duncan-Williams, Inc. is designated as an authorized broker/dealer.

UBS Financial Services is designated as an authorized broker/dealer.

Every dealer with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program. The broker/dealer will be required to return a signed copy of the Certification Form certifying that the policy has been received and reviewed. (Exhibit "B")
The selection of investment instruments by dealer/broke will be on a competitive basis using a minimum of three (3) quotes.

VI. **Standards** -- To be observed.

A. **Prudence** - The standard of prudence used by the City of La Marque shall be the "prudent person" and shall be applied in the context of managing the overall portfolio. The prudent person rule is restated below:

In acquiring, investing, reinvesting, exchanging, retaining, selling and managing property for any trust heretofore or hereafter created, the City of La Marque will exercise the judgment and care under the circumstances then prevailing which persons of prudence, discretion and intelligence exercise in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety for their capital.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by this policy. Unless matched to a specific requirement, the investment officer may not invest more than 30% of the portfolio for a period greater than two (2) years. Unless matched to a specific requirement, the investment officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific issue, a specific issue size, with a specific issuer, in a specific maturity or in a specific class of securities. Risk of loss includes principal as well as potential investment income.

Nevertheless, the City of La Marque recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. Also, it is intended that investments in all funds shall be managed in such a way that any market price losses resulting from interest-rate volatility shall be offset by income received from the balance of the portfolio during a 12-month period.

C. **Yield** - The core of investment are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments will be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

D. Weighted Average Maturity – The portfolio shall carry a weighted average maturity for any quarter to be no more than 90 days.

G. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of La Marque shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, cusip number, yield and/or coupon, and other pertinent information. Each safekeeping receipt will clearly indicate that the instrument is held for the City of La Marque. All safekeeping arrangements shall be designated by the investment officer; said agreement to be documented.

All investment transactions shall be executed on a delivery vs. payment basis; to ensure the securities are deposited in the eligible financial institutions prior to the release of funds.

H. The investment officer shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy. Those authorized to conduct the operation of the investment program shall be bonded.

VII. **Internal Controls** -- The investment officer is responsible for establishing and maintaining an internal control structure designed to prevent losses of public funds arising from fraud, theft, misuse, employee error, and misrepresentation of third parties, unanticipated changes in financial markets or imprudent actions by any person involved in the investment program. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived; and 2) the valuation of costs and benefits requires estimates and judgments by management.

The internal control shall address the following points:

A. **Control of Collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

B. **Separation of Transaction Authority from Accounting and Record Keeping** - By separating the person who authorizes or performs the transactions from the people who record or otherwise account for the transaction, a separation of duties is achieved.

C. **Custodial Safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.

D. **Avoidance of Bearer-form Securities** - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

E. **Clear Delegation of Authority to Subordinate Staff Member** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

F. **Written Confirmation of Telephone Transactions for Investments and Wire Transfers** - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.

G. **Development of a Wire Transfer Agreement with the Lead Bank or Third Party Custodian** - This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

H. Limiting the number of authorized investment officials.

I. Documentation of transactions and strategies.

VIII. **Authorized Investments** -- Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity and maturity. The choice of high grade government instruments is designed to provide for a safety of principal, return an acceptable yield and to assure marketability.

City funds may be invested in the following:

A. Obligations of the United States Government, its agencies and instrumentalities with ratings not lower than AA and, not to exceed three (3) years to stated maturities.

B. Fully insured (FDIC) or collateralized certificates of deposit from a bank or a savings and loan association that has its main office or a branch office in the State of Texas with ratings no lower than AAA, in face amount not to exceed $250,000, and not to exceed 36 months to stated maturity. In addition, certificates of deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Public Funds Investment Act are authorized investments.

C. No-load, SEC registered money market funds with ratings not lower than AAA.

D. The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in an investment pool established hereunder. Texas Local Government Investment Pools authorized under this Policy:

1. TEXPOOL
2. LOGIC
3. TEXSTAR
4. TEXAS CLASS

The investment pools may invest in any of the securities authorized by statute. The pools must demonstrate compliance with Chapter 2256, Sections 016, 017, 018 and 019 and must maintain ratings of AAA.

E. Overnight balances remaining with the City's depository institution subject to a written depository agreement. These are interest bearing accounts, fully collateralized by pledged U.S. and Texas State government securities with ratings no lower than AA.

F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities with ratings no lower than AA. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have

a market value greater than or equal to 102 percent at the time funds are disbursed.

G. Although additional types of securities and instruments are approved for investment, they are not eligible for investment by the City under this Policy. An amended version of this Policy approved by the City Council is required prior to investments in any other investment instrument not specified herein.

H. City shall monitor credit ratings of all securities within the portfolio periodically. If credit ratings fall below minimum allowed per policy, Investment Officer shall notify City Manager and Council of the change and liquidate the security as quickly as possible to minimize the risk on the City's portfolio..

IX. **Prohibited Investments** -- There is an absolute prohibition on investments in any of the following investment instruments.

A. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

B. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; inverse floaters.

C. The City will not invest in mortgage backed derivative products.

X. **Reporting** -- The investment officer shall submit a quarterly and annual investment reports to the City Manager, Mayor and City Council that provides a clear picture of the status of the current investment portfolio. This report shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program, while allowing the entity to ascertain whether investment activities during the reporting period have conformed to the Investment Policy.

The annual report should encompass activity through the entire year. At a minimum this report should contain:

A. A listing of individual securities with maturity dates.

B. Overall weighted average maturity of the portfolio.

C. Overall current yield of the portfolio.

D. State the reported auction yield of the appropriate U.S. Treasury bill comparable to the overall portfolio.

E. Beginning and ending market value of the total portfolio by market sector and total portfolio.

F. Beginning and ending carrying (book) value of the portfolio by market sector and total portfolio.

G. Transactions which change market and book value.

All reports will be prepared jointly by all involved in the investment activity and be signed by all staff involved.

XI. **Limitation of Personal Liability** - The investment officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accordance with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

XII. **Diversifications Strategy** -- At a minimum, diversification standards by security type and issuer shall be:

U.S. Treasuries and securities with the U.S. Government's guarantee	NTE	100%
U.S. Government Agencies and Instrument abilities	NTE	85%
Certificates of Deposit	NTE	100%
Money Market Funds	NTE	75%
Local Government Investment Pools	NTE	100%

XIII. **Fund Strategy** --

A. **Accounting Funds Strategy Statement** - The City of La Marque maintains a portfolio which involves specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio. Objectives to be considered for each fund type:

1. suitability of the investment to the financial requirements of the fund

2. preservation and safety of the principal

3. liquidity

4. marketability

5. diversification

6. yield

B. **Operating Funds** - The general operating fund generates cash income stream on relatively predictable patterns. Investments are usually made during tax receipts season with maturities scheduled to coincide with a decreased income stream later in the year. The investment structure must be liquid with a short weighted average maturity. Consideration to unreserved fund balance permits some maturity to exceed one year.

C. **Enterprise Funds** - A stable revenue stream from payment of utility bills coupled with fairly predictable expense patterns renders a smooth cash management program during the course of the year. Accordingly, weighted average maturities may extend to 120-150 days. Special consideration is given to the debt service payment requirements and maturities of certain investments are scheduled accordingly.

D. **Construction and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to adequate liquidity at the time of payment. A portion of investments (10%) should be highly liquid to allow for flexible and unanticipated project outlays. The balance may be scheduled to coincide with engineered project construction payment timetables. The stated final maturity date of any security held should not exceed the estimated project completion date.

E. **EDC Fund** – Main revenue source is sales tax. Beginning January 2014, EDC operating cash was segregated from the City's pooled cash. Funds not protected under the City pooled cash collateral agreement shall be invested in securities allowed by the City's investment policy which shall carry the appropriate FDIC or other equivalent insurance protection on EDC funds..

F. **Other Fund Types** - These funds typically have identifiable income/expense patterns whereby investments can be diversified according to the needs established. Prime objective involved with these

fund types is to provide for the safety of the investment with a low degree of volatility. Such securities will tend to hold their value during economic cycles. Particular attention is given to requirements which may govern the use of funds.

G. **Overall Short-term Strategy** - The City uses a consolidated cash system where cash is co-mingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in a high liquid local government investment pool. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short term inter-fund borrowing during the course of the year using due to-due from accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund.

XIV. **Intent** -- It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as Chapter 2256, Public Funds Investment Act, Texas Government Code as amended by House Bill 2459 enacted by the 74th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XV. **Compliance** -- The investment officer shall establish a process for annual independent review by an external audit to assure compliance with management controls and adherence to these policies and procedures.

XVI. **Adoption** -- This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

BROKER/DEALER CERTIFICATION FORM
As required by Texas Government Code 2256.005(k)

CITY OF LA MARQUE, TEXAS (the "City")

The City acknowledges that the only means the firm has to preclude "imprudent investment activities arising out of transactions between the firm and the City" is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and the second paragraph below should be read accordingly.

I, or the business organization, _____ , do hereby certify that

we have thoroughly reviewed the investment policy for the City.

We acknowledge that the business organization has implemented reasonable internal procedures and controls in an effort to preclude imprudent investment activity which may arise between the City and the organization.

_____
Signature

Name: _____

Title: _____

Date: _____

Policy Amendments Through December 14, 2021

1. Add Texas Class as additional authorized investment pool option (2016).

2. Add Employees Insurance Benefits Trust Fund to the City's authorized investment portfolio (2016).

3. Revise Broker/Dealer Certification form to reflect "Business Organization" instead of individual. (2017).

4. No change in 2018.

5. No change in 2019.

6. No change in 2020.

7. No change in 2021.

GLOSSARY

1. **Certificate of Deposit (CD)** - A time deposit evidences by a certificate that specifies the amount, maturity date, rate of interest and terms under which interest is calculated. Usually insured up to a face amount of $100,000. Typically note marketable (illiquid) with a fixed maturity date and penalty for early redemption.

2. **Derivatives** - For the purposes of this Investment Policy, the definition of derivatives includes instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market. Prohibited derivations include the following:

   Interest Rate Swaps, Range Index Notes, Option Contracts, Futures Contracts, Inverse Floating Rate Notes, Non-Money Market Index Based Notes, Dual Index Notes, Index Amortizing Notes, Inverse Multi-Index Bonds, Stepped Inverse Index Bonds, Inverse Index Bonds, and Collateralized Mortgage Obligations.

4. **CMA Treasury Fund** - (the "Treasury Fund") is a no-load, diversified, open-end investment company seeking preservation of capital, liquidity and current income available from investing exclusively in a diversified portfolio of short-term marketable securities which are direct obligations of the U.S. Treasury. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Treasury Fund seeks to maintain a constant $1.00 net asset value per share. An investment in the Treasury Fund is neither insured nor guaranteed by the U.S. Government.** The Treasury Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule12b-1 under the Investment Company Act of 1940, as amended (the "Investment Company Act").

5. **CMA Government Securities Fund** - (the "Government Fund") is a no-load, diversified, open-end investment company seeking preservation of capital, liquidity and current income available from investing exclusively in a diversified portfolio of short-term marketable securities which are direct obligations of the U.S. Government and repurchase agreements pertaining to such securities. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Government Fund seeks to maintain a constant $1.00 net asset**

value per share. An investment in the Government Fund is neither insured nor guaranteed by the U.S. Government. The Government Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule 12b-1 under the Investment Company Act of 1940 as amended (the "Investment Company Act").

6. **CMA Money Fund** - (the "Money Market Fund") is a no-load, diversified, open-end investment company seeking current income, preservation of capital and liquidity available from investing in a diversified portfolio of short-term money market securities. These securities will consist primarily of short-term U.S. Government securities, bank certificates of deposit, commercial paper and repurchase agreements. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Money Market Fund seeks to maintain a constant $1.00 net asset value per share. An investment in the Money Market Fund is neither insured nor guaranteed by the U.S. Government.** The Money Market Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule 12b-1 under the Investment Company Act of 1940, as amended (the "Investment Company Act").

7. **U.S. Treasury Bills** - (the "T-Bills") are issued to meet the government's short-term financing needs and are insured on a discount basis with a maturity ranged one year or less. Probable the most liquid money market instrument.

8. **U.S. Treasury Notes and Bonds** - are negotiable, interest-bearing securities redeemable at face value at maturity. Notes fall in a maturity range from one to ten years with current issues of 2, 3, 4, 5, 7 and 10 year notes issued on a regular basis. Bonds are the same as notes, except that they have maturities of 10 years or more. T-Notes have the advantages of generally trading at a yield higher than that of T-Bills for comparable maturities, yet retaining a high degree of liquidity.

9. **Federal Agencies and Discount Notes** - are Federal Government agencies established to help meet the credit needs of various classes of institutions. These agencies issue and sell debt obligations directly into the financial markets to meet their financing needs. Three of the more active agencies:

    Farm Credit Administration (FFCB)
    Federal Home Loan Bank (FHLB)
    Federal National Mortgage Association (FNMA)

CITY COUNCIL AGENDA FORM

Meeting Date: **December 14, 2021** Agenda item: **8e**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving TexPool Resolution No. **R-2021-0030**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective December 14, 2021

[X]

ATTACHMENTS FOR REFERENCE

1. TexPool Resolution

STAFF BRIEFING:

- Proposed change: Replace Chaise Cary, Interim City Manager with Randall Aragon, Interim City Manager effective December 14, 2021.

HISTORY:

TARGET IMPLEMENTATION: December 14, 2021

SIGNIFICANT ACTION DATES:

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve Resolution No. **R-2021-0030**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective December 14, 2021

CITY COUNCIL AGENDA FORM

FISCAL IMPACT: n/a

Print Form Clear Form

Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

*** Required Fields**

1. Resolution

WHEREAS,

City of La Marque
Participant Name*

7 7 8 5 5
Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.

Suzy Kou
Name

Finance Director
Title

4 0 9 9 3 8 9 2 0 5
Phone

4 0 9 8 7 7 5 0 2 0
Fax

financedirector@cityoflamarque.org
Email

Signature

2.

Randall Aragon
Name

Interim City Manager
Title

4 0 9 9 3 8 9 2 2 5
Phone

4 0 9 9 3 5 0 4 0 1
Fax

r.aragon@cityoflamarque.org
Email

Signature

3.

Name

Title

Phone

Fax

Email

Signature

1. Resolution (continued)

4.
Name | Title

Phone | Fax | Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Suzy Kou
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Quencelia Goins
Name

Accountant
Title

4 0 9 9 3 8 9 2 1 2
Phone

4 0 9 8 7 7 5 0 2 0
Fax

q.goins@cityoflamarque.org
Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 1 3 day of July , 2 0 2 1.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of La Marque
Name of Participant*

SIGNED

Signature*

Keith Bell
Printed Name*

Mayor
Title*

ATTEST

Signature*

Robin Eldridge
Printed Name*

City Clerk
Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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CITY COUNCIL AGENDA FORM

Meeting Date: **December 13, 2021** Agenda item: **8f**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving Logic Resolution No. **R-2021-0031**, authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective December 14, 2021

[X]

ATTACHMENTS FOR REFERENCE

1. Logic Resolution R-2021-0031

STAFF BRIEFING:

- Proposed change: Replace Chaise Cary, Interim City Manager with Randall Aragon, Interim City Manager effective December 14, 2021.

HISTORY:

TARGET IMPLEMENTATION: December 14, 2021

SIGNIFICANT ACTION DATES:

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve Logic Resolution R-2021-0031 authorizing certain officers of the City as authorized representatives to administer and manage the City's investment accounts effective December 14, 2021

CITY COUNCIL AGENDA FORM

FISCAL IMPACT: n/a

RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE

WHEREAS, City of La Marque
(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution R-2021-0031 (the "Resolution") has entered into that certain Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

WHEREAS, the Resolution designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdrawal money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

1. Name: Suzy Kou Title: Finance Director
   Signature: _____ Phone: 4 0 9 9 3 8 9 2 0 5
   Email: financedirector@cityoflamarque.org
2. Name: Randall Aragon Title: Interim City Manager
   Signature: _____ Phone: (409) 938-9225
   Email: r.aragon@cityoflamarque.org
3. Name: _____ Title: _____
   Signature: _____ Phone: _____
   Email: _____
4. Name: _____ Title: _____
   Signature: _____ Phone: _____
   Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: Suzy Kou

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (***not listed above***) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: Quencelia Goins Title: Accountant

Signature: _____ Phone: (409) 938-9212

Email: q.goins@cityoflamarque.org

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

The foregoing supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this _____ day of December, 20 21.

OFFICIAL SEAL OF PARTICIPANT
(*REQUIRED*)

City of La Marque

(NAME OF ENTITY/APPLICANT)

SIGNED BY: _____

(Signature of official)

Keith Bell, Mayor

(Printed name and title)

ATTESTED BY: _____

(Signature of official)

Kierra Nance, Deputy City Clerk

(Printed name and title)

LOGIC strongly recommends that the Personal Identification Number (PIN) be changed if there is a change in "Authorized Representatives". Please include a request to change the PIN number when sending the "Amending Resolution" to LOGIC.

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **8g**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

- **AGENDA ITEM DESCRIPTION:** Discussion/possible action to adopt Resolution No. **R-2021-0032**, to designate authorized signatories for the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-083-003-D208

[X] **ATTACHMENTS FOR REFERENCE**
1. Resolution
2. GLO State contract number 22-083-003-D208

STAFF BRIEFING:
- In January 2021, the City was awarded $7,493,145 from the CDBG-MIT program for construction/reconstruction of sewer lines or systems

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

January 12, 2021- CDBG-MIT Grant was awarded to city.

ACTION:

- [ ] Ordinance
- [x] Resolution
- [ ] Special Presentation
- [ ] Proclamation
- [ ] Finance Report
- [ ] Public Hearing
- [ ] Other
- [x] Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

- **STAFF'S RECOMMENDATION**: Motion to adopt Resolution No. **R-2021-0032**, to designate authorized signatories for the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-083-003-D208

FISCAL IMPACT: n/a

RESOLUTION AUTHORIZING SIGNATORIES R-2021-0032

A RESOLUTION BY THE CITY COUNCIL OF CITY OF LA MARQUE DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-083-003-D208.

WHEREAS, City of La Marque has received a Community Development Block Grant - Mitigation award to provide Sewer Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, City of La Marque acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The **Mayor and Interim City Manager** be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The **Mayor, Interim City Manager, and Finance Director** be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The **Mayor** be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF CITY OF LA MARQUE, TEXAS, on_____, 2021.

APPROVED:

_____
Mayor

ATTEST:

_____
Deputy City Clerk

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GLO CONTRACT NO. 22-083-003-D208
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **CITY OF LA MARQUE**, Texas Identification Number (TIN) **17460129954** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

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(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **$7,493,145.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statement, Budget, and Benchmarks

ATTACHMENT B: Federal Assurances and Certifications

ATTACHMENT C: General Affirmations

ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E: Special Conditions

ATTACHMENT F: Monthly Activity Status Report

ATTACHMENT G: GLO Information Security Appendix (CDBG)

ATTACHMENT H: Public Law 113-2 Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(b) the relevant Federal Register publications;

(c) the Action Plan;

(d) the Method of Distribution (as applicable);

(e) Other guidance posted at: https://recovery.texas.gov/action-plans/mitigation-funding/index.html; and

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(f) Other guidance posted at: https://www.hudexchange.info/.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

"Acquisition" means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner's voluntary relinquishment of the property upon Subrecipient's purchase of it or through Subrecipient's eminent domain authority.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

"Action Plan" means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at https://recovery.texas.gov/action-plans/mitigation-funding/index.html.

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Advance Payment" means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

"Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

"As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

"Audit Certification Form" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

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"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-MIT" means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or "COCC" means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

"Environmental Review Record" or "ERR" means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD's environmental regulations.

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"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or $5,000, as further defined at 2 C.F.R. § 200.313.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**, herein.

"Federal Assurances" means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the document titled "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"FWCR" means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

"Grant Completion Report" or "GCR" means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

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"Guidance Documents" means the documents referenced in **Section 1.03**.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

"Infrastructure" means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term "Infrastructure" may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Method of Distribution" or "MOD" means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

"Monthly Activity Status Report" means a monthly Project Benchmark status report, as required under **Section 4.02,** for which a template is included as **Attachment F** of this Contract.

"NTP" means "notice to proceed," a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

"Performance Statement" means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-MIT program, administered by HUD and the GLO.

"Project" means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A.**

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

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"Start-Up Documentation" means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

"Subrecipient" means City of La Marque, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as "Provider" herein.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including, without limitation."

(d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

(g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Time is of the essence in this Contract.

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(k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

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Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.16**, below. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by regular or electronic mail.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF REMAINING, UNREQUESTED FUNDS.

Upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter to Subrecipient.

2.04 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **January 31, 2025**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first.

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Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

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3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

(a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and

(b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of $25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.10** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

(i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C,** General Affirmations;

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(ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

(iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at https://www.hudexchange.info/ resource/3898/public-law-113-2-contract-reporting-template/. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

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Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**
Quarter 2 (Dec-Feb): Due **March 10th**
Quarter 3 (Mar-May): Due **June 10th**
Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at https://recovery.texas.gov/local-government/resources/infrastructure/index.html. Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**

(b) **Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents.** A DUNS number may be obtained by visiting the Dun & Bradstreet website: https://www.dnb.com. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at https://www.sam.gov. Assistance with the System for

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Award Management website may be obtained by calling 866-606-8220. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) **Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's

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construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

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Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

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inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

(d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with **Section 7.01** of this Contract or as otherwise specifically directed by the GLO**. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in

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Attachment A to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties**.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied, as outlined in Section 5.05 above.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

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that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/; and

(b) the U.S. General Services Administration's System for Award Management at https://www.sam.gov/.

8.06 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

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8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C,** and **D**. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient
City of La Marque
1111 Bayou Road
La Marque, TX 77568
Attention: Bobby Hocking

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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8.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.14 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.15 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make

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other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 2.03**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **Section 2.03** hereof, a final **Grant Completion Report** for all Activities performed under this Contract shall be submitted to the GLO for review and approval prior to expiration of the Contract and shall include all such informal Revisions approved by the GLO over the life of the Contract.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.20 SURVIVAL

The provisions of **Articles V, VI,** and **VII** and **Sections 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15,** and **8.16** of this Contract and any

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other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.21 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and, pursuant to **Section 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.22 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.23 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.24 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with

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such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.25 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:

(i) The amount of CDBG-MIT funds expected to be made available;

(ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;

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(iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

(iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.

(b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.

(d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.27 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2015 Floods. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

(i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

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(ii) in a way that meets the Contract's performance requirements; or

(iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(c) For purposes of section (b) above:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.29 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"**During the performance of this contract, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**"

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.30 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix (CDBG)**, incorporated herein for all purposes as **Attachment G**.

8.31 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to

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contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR GLO CONTRACT NO. 22-083-003-D208
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-MIT – 2015 FLOODS STATE MID COMPETITION ROUND 1

GENERAL LAND OFFICE

DocuSigned by:
7C299F4374E7497...

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 11/3/2021

CITY OF LA MARQUE

DocuSigned by:
[illegible]

By: Kerth Bell

Title: Mayor Bell

Date of execution: 11/2/2021

OGC DS

PM DS

SDD DS

DGC DS

GC DS

ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks
ATTACHMENT B Federal Assurances and Certifications
ATTACHMENT C General Affirmations
ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E Special Conditions
ATTACHMENT F Monthly Activity Status Report
ATTACHMENT G GLO Information Security Appendix (CDBG)
ATTACHMENT H Public Law 113-2 Contract Reporting Template

ATTACHMENTS FOLLOW

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CITY OF LA MARQUE

22-083-003-D208

PERFORMANCE STATEMENT

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

In strict conformance with the terms and conditions of the 2015, State Most Impacted and Distressed (SMID) Competition and this Contract, City of La Marque (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

The Subrecipient has identified sanitary sewer activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $7,493,145.00. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

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Sewer Facilities

Subrecipient shall remove, repair, or relocate existing sewer lines and complete all associated appurtenances. Construction shall take place at the following locations, including mid-point coordinates for each segment.

Sewer Facilities	**Location Approximate Lat/Long**	**Proposed HUD Performance Measures**	**Census Tract**	**Block Group**
Sewer Trunk Line Section 1	At the intersection of FM 2004 and Texas Avenue eastward to Garrett Street then south along Garrett Street approximately 3,700' then east to end of Strawn Street 29.369354, -95.0141941	12,108 LF		
Sewer Trunk Line Section 2	At the intersection of Duroux Road and Gulf Fwy, then southward to Main Street, then eastward to between Fairwood Road and Clark Drive, then southward to Perthius Farm 29.359364, -94.9944452	7,322 LF		
Sewer Trunk Line Section 3	At the intersection of Gulf Freeway and Main Street, eastward to 6th Avenue, then south to approximately 100' past Beech Street 29.357547, -94.9663847	8,400 LF	7228.00 7229.00 7230.00 7231.00 7232.00 7233.00 7238.00 7262.00	1,2 1, 2 1, 2, 3 1 1, 2, 3 1, 2 1 2
Sewer Public Facilities	Region 1 Intersection of I-45 and FM 1764, southeast on Gulf Freeway to Texas Ave, then westward to FM 2004, then westward to Avenue A, then north to FM 1764, then east back to start 29.389439, -95.033381	Seventy-three (73) Public Facilities		
Sewer Public Facilities	Region 2 Intersection of I-45 South Gulf Freeway and Texas Ave eastward to State Hwy 146 South, then southeast to TX-197 Loop North, then northwest on I-45 North back to start 29.364642, -94.970158	Four hundred fifty (450) Public Facilities		

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Sewer Public Facilities	Region 3 At the intersection of Texas Ave and FM 2004, eastward to I-45 N, thence southeast to Getty Road, then southwest to Highway 6, then to city limits 29.368373, -95.011382	One hundred fifty-nine (159) Public Facilities	7228.00 7229.00 7230.00 7231.00 7232.00 7233.00 7238.00 7262.00	1, 2 1, 2 1, 2, 3 1 1, 2, 3 1, 2 1 2
These Activities shall benefit fifteen thousand one hundred five (15,105) persons. Of these persons, eight thousand one hundred fifty-five (8,155), or fifty-three and ninety-nine hundredths' percent (53.99%), are of low to moderate income.				

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Construction/Reconstruction of Sewer Lines or Systems	$ 7,493,145.00	$ 75,000.00 [1]	$ 7,568,145.00
TOTAL	$ 7,493,145.00	$ 75,000.00[1]	$ 7,568,145.00

[1] **LA MARQUE GENERAL FUND, TO BE USED TOWARD CONSTRUCTION**

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MILESTONES

Budget Gates, Milestones, Actions, and Deliverables	**Not-To-Exceed Budget Gate Percentages by Budget Category** (Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) are submitted to and approved by the GLO.)			**Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of budget category after submittal to and approval by the GLO of the stated deliverable.)		**Multiple Deliverable Milestones** (Subrecipient may draw up to, but not-to-exceed, the percentage stated after submittal to and approval by the GLO of the stated deliverable.)	
	Project Delivery						
Project Phase Actions and Deliverables:	**Grant Administration Funds**	**Environ-mental Funds**	**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required start-up documentation reviewed and accepted by GLO; executed grant administration service provider contract in pdf.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in pdf provided during start-up phase as applicable.			0-30%				
Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service provider contract in pdf provided during start-up phase as applicable.	15.01-30%	0-30%					

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Action: Completion of Design Phase **Deliverable:** Complete **s**igned and sealed 100% construction plans in pdf*.			30.01-60%				
Project Phase **Actions and Deliverables:**	**Project Delivery**		**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
	Grant Administration Funds	**Environ-mental Funds**					
Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements.				100%			
Action: Completion of Environmental Record Review **Deliverable:** GLO signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by GLO*					100%		
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%				
Action: Commencement of Construction Phase **Deliverable:** Signed Notice to Proceed (NTP)*	60.01-85%		70.01-85%			0-95%	
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete as-built plans in pdf; executed COCC accepted by GLO; signed FWCR accepted by GLO*	85.01-95%		85.01-100%			95.01-100%	

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Action: Commencement of Planning/Study Phase **Deliverable:** Signed notice to proceed or similar document from Subrecipient initiating planning/study activity with description of work to be performed.								0-85%
Project Phase Actions and Deliverables:	**Project Delivery**		**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**	
	Grant Administration Funds	**Environ-mental Funds**						
Action: Completion of Planning/Study Phase **Deliverable:** Final report and proof of acceptance by the Subrecipient.								85.01-100%
Action: Grant Completion Report Approval **Deliverable**: GCR approved by GLO.	95.01-100%							

Failure to provide any deliverable identified could result in repayment of funds expended in part or in full. Deliverables identified in the table allow the subrecipient to draw the identified percentage per category contingent upon compliance of associated program guidance.

*if multiple construction contracts, multiple deliverables are required and associated costs are pro-rated in accordance with budget details in final GLO approved application

**if project includes more than one ERR, associated costs are pro-rated in accordance with budget details in final GLO approved application

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ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: E36F5FEE487B4E4...	Mayor Bell
APPLICANT ORGANIZATION	**DATE SUBMITTED**
City of La Marque	11/2/2021

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

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CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of La Marque	22-083-003-D208

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Keith Bell — Mayor Bell

SIGNATURE — DocuSigned by: E36F5FEF467B4E4... — DATE 11/2/2021

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. *Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. *Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. *Report Type:** a. initial filing _____ b. material change

4. Name and Address of Reporting Entity: ____ Prime _____Subawardee Name: _____ Street 1: Street 2: City: _____ State: Zip: **Congressional District,** *if known***:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known***:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:** _____ **Title:** _____ **Telephone No.:**_____**Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

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GENERAL AFFIRMATIONS

For the purposes of this document, the term "governmental entities" shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.

2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.

3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. [*Not applicable to contracts with governmental entities*.]

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO. [*Not applicable to contracts with governmental entities*.]

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

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8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the

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date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

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14. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.

18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. [*Not applicable to contracts with governmental entities*.]

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. [*Not applicable to contracts with governmental entities*.]

23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM

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AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. [*Not applicable to contracts with governmental entities*.]

24. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government

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Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. Subrecipient expressly acknowledges that funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated

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within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. [*Not applicable to contracts with governmental entities.*]

38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

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39. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.

41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.

42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a

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digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq*.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and

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Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

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and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
        i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

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ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

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G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

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Debris Management Guide regarding the use of TDSR sites. This document may be obtained at https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum[*] three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.

2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.

3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

[*] Subrecipient may establish a longer affordability period at its own discretion.

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moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a forgivable loan or grant at zero interest dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven on a pro-rated basis until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: _____

Contract Number: _____

Preparer Name: _____ Contact Information: _____

Reporting Period (Month/ Year): _____

Project Title: _____

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

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GLO Information Security Appendix (CDBG)

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

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4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

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assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

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P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below. Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to https://www.onecpd.info/get-assistance/my-question/ for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. Note: Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

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P.L. 113-2 Contract Reporting Template

Grantee:	
Grant Number:	
Date Updated:	

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	$3,500,000	$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

*See Instructions tab for additional guidance on template elements.

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Certificate Of Completion

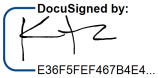
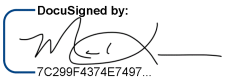
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Status: Completed
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Source Envelope:
Document Pages: 83
Signatures: 4
Certificate Pages: 5
Initials: 5
AutoNav: Enabled
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Envelope Originator:
Adrianna Segura
1700 Congress Ave
Austin, TX 78701
adrianna.segura@glo.texas.gov
IP Address: 99.16.141.38

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adrianna.segura@glo.texas.gov
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Signer Events	Signature	Timestamp
Joanne Wright Joanne.Wright@glo.texas.gov Attorney Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.65	Sent: 10/13/2021 4:16:24 PM Resent: 10/13/2021 4:19:23 PM Viewed: 10/14/2021 10:53:05 AM Signed: 10/14/2021 12:25:13 PM
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Dawn Riggs dawn.riggs.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.79	Sent: 10/14/2021 12:25:19 PM Viewed: 10/14/2021 1:41:21 PM Signed: 10/14/2021 1:42:04 PM
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Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24	Sent: 10/14/2021 1:42:15 PM Viewed: 10/14/2021 5:19:41 PM Signed: 10/14/2021 5:19:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.69	Sent: 10/14/2021 5:19:54 PM Viewed: 10/15/2021 9:29:09 PM Signed: 10/15/2021 9:34:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 107.129.126.169 Signed using mobile	Sent: 10/15/2021 9:35:01 PM Viewed: 10/15/2021 9:35:50 PM Signed: 10/15/2021 9:35:58 PM
Keith Bell k.bell@cityoflamarque.org Mayor Bell Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 166.137.115.59 Signed using mobile	Sent: 10/15/2021 9:36:06 PM Resent: 10/25/2021 2:08:10 PM Viewed: 11/2/2021 8:10:24 PM Signed: 11/2/2021 8:11:19 PM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 162.193.135.244	Sent: 11/2/2021 8:11:28 PM Viewed: 11/3/2021 5:03:42 PM Signed: 11/3/2021 5:03:51 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 4:00:51 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 4:00:51 PM

Carbon Copy Events	Status	Timestamp
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 4:00:52 PM
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 4:00:52 PM Resent: 10/13/2021 4:16:23 PM
Adrianna Segura adrianna.segura@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 4:00:53 PM Resent: 11/3/2021 5:04:32 PM
Joanne Wright Joanne.Wright@glo.texas.gov Attorney Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 4:00:53 PM Viewed: 10/14/2021 9:05:01 AM
Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 12:25:20 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 12:25:20 PM
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 12:25:20 PM
Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/14/2021 1:42:16 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robin Eldridge r.eldridge@cityoflamarque.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/26/2021 11:24:11 AM Viewed: 10/26/2021 5:30:26 PM
Commissioner George Bush GeorgeP@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/15/2021 9:36:05 PM
Gary Smith gary@grantworks.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/15/2021 9:36:05 PM Viewed: 10/15/2021 10:36:17 PM
Shundrayl Allen shundrayl.allen@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:03:59 PM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:03:59 PM
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Deputy Director,M&Q Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:02 PM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:08 PM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/3/2021 5:04:08 PM Viewed: 11/4/2021 8:24:43 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:08 PM
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:14 PM
Tanya Masike tanya.masike.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:20 PM
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:23 PM
Caley Carmichael caley.carmichael.glo@recovery.texas.gov Grant Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:27 PM
Jaynee Williams Jaynee.Williams@glo.texas.gov Purchaser Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 5:04:29 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2021 4:00:53 PM
Certified Delivered	Security Checked	11/3/2021 5:03:42 PM
Signing Complete	Security Checked	11/3/2021 5:03:51 PM
Completed	Security Checked	11/3/2021 5:04:29 PM

Payment Events	Status	Timestamps

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **8h**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action to adopt Resolution No. **R-2021-0033**, to designate authorized signatories for the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-085-003-D223

X

ATTACHMENTS FOR REFERENCE

1. Resolution
2. GLO State contract number 22-085-003-D223

STAFF BRIEFING:

- In 2021, the City was awarded $48,904,004 from the CDBG-MIT program

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

January 12, 2021- CDBG-MIT Grant was awarded to city.

ACTION:

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

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2021-0033**, to designate authorized signatories for the Community Development Block Grant - Mitigation (CDBG-MIT) program for GLO state contract number 22-085-003-D223.

FISCAL IMPACT: n/a

RESOLUTION AUTHORIZING SIGNATORIES R-2021-0033

A RESOLUTION BY THE CITY COUNCIL OF CITY OF LA MARQUE DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-085-003-D223.

WHEREAS, City of La Marque has received a Community Development Block Grant - Mitigation award to provide Sewer Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, City of La Marque acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The **Mayor and Interim City Manager** be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The **Mayor, Interim City Manager, and the Director of Finance** be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The **Mayor** be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF CITY OF LA MARQUE, TEXAS, on_____, 2021.

APPROVED:

_____

Mayor

ATTEST:

_____

Deputy City Clerk

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GLO CONTRACT NO. 22-085-003-D223
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **CITY OF LA MARQUE**, Texas Identification Number (TIN) **17460129954** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

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(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **$48,904,004.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statement, Budget, and Benchmarks

ATTACHMENT B: Federal Assurances and Certifications

ATTACHMENT C: General Affirmations

ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E: Special Conditions

ATTACHMENT F: Monthly Activity Status Report

ATTACHMENT G: GLO Information Security Appendix (CDBG)

ATTACHMENT H: Public Law 113-2 Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(b) the relevant Federal Register publications;

(c) the Action Plan;

(d) the Method of Distribution (as applicable);

(e) Other guidance posted at: https://recovery.texas.gov/action-plans/mitigation-funding/index.html; and

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(f) Other guidance posted at: https://www.hudexchange.info/.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

"Acquisition" means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner's voluntary relinquishment of the property upon Subrecipient's purchase of it or through Subrecipient's eminent domain authority.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

"Action Plan" means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at https://recovery.texas.gov/action-plans/mitigation-funding/index.html.

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Advance Payment" means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

"Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

"As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

"Audit Certification Form" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

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"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-MIT" means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or "COCC" means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

"Environmental Review Record" or "ERR" means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD's environmental regulations.

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"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or $5,000, as further defined at 2 C.F.R. § 200.313.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**, herein.

"Federal Assurances" means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the document titled "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"FWCR" means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

"Grant Completion Report" or "GCR" means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

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"Guidance Documents" means the documents referenced in **Section 1.03**.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

"Infrastructure" means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term "Infrastructure" may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Method of Distribution" or "MOD" means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

"Monthly Activity Status Report" means a monthly Project Benchmark status report, as required under **Section 4.02,** for which a template is included as **Attachment F** of this Contract.

"NTP" means "notice to proceed," a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

"Performance Statement" means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-MIT program, administered by HUD and the GLO.

"Project" means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A.**

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

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"Start-Up Documentation" means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

"Subrecipient" means City of La Marque, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as "Provider" herein.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including, without limitation."

(d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

(g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Time is of the essence in this Contract.

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(k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

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Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.16**, below. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by regular or electronic mail.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF REMAINING, UNREQUESTED FUNDS.

Upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter to Subrecipient.

2.04 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **January 31, 2025**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first.

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Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

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3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

(a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and

(b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of $25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.10** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

(i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C,** General Affirmations;

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(ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

(iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at https://www.hudexchange.info/ resource/3898/public-law-113-2-contract-reporting-template/. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

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Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**
Quarter 2 (Dec-Feb): Due **March 10th**
Quarter 3 (Mar-May): Due **June 10th**
Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at https://recovery.texas.gov/local-government/resources/infrastructure/index.html. Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**

(b) **Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents.** A DUNS number may be obtained by visiting the Dun & Bradstreet website: https://www.dnb.com. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at https://www.sam.gov. Assistance with the System for

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Award Management website may be obtained by calling 866-606-8220. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) **Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's

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construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

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Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

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inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

(d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with **Section 7.01** of this Contract or as otherwise specifically directed by the GLO**. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in

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Attachment A to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties**.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied, as outlined in Section 5.05 above.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

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that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/; and

(b) the U.S. General Services Administration's System for Award Management at https://www.sam.gov/.

8.06 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

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8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C,** and **D**. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient
City of La Marque
1111 Bayou Road
La Marque, TX 77568
Attention: Bobby Hocking

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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8.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.14 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.15 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make

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other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 2.03**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **Section 2.03** hereof, a final **Grant Completion Report** for all Activities performed under this Contract shall be submitted to the GLO for review and approval prior to expiration of the Contract and shall include all such informal Revisions approved by the GLO over the life of the Contract.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.20 SURVIVAL

The provisions of **Articles V, VI,** and **VII** and **Sections 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15,** and **8.16** of this Contract and any

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other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.21 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and, pursuant to **Section 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.22 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.23 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.24 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with

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such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.25 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:

(i) The amount of CDBG-MIT funds expected to be made available;

(ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;

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(iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

(iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.

(b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.

(d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.27 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

(i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

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(ii) in a way that meets the Contract's performance requirements; or

(iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(c) For purposes of section (b) above:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.29 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"**During the performance of this contract, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**"

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.30 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix (CDBG)**, incorporated herein for all purposes as **Attachment G**.

8.31 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to

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contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR GLO CONTRACT NO. 22-085-003-D223
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY HUD MID COMPETITION ROUND 1

GENERAL LAND OFFICE

DocuSigned by:
7C299F4374E7497...
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 10/28/2021

CITY OF LA MARQUE

DocuSigned by:
F88F5BEB46B4841...
By: Keith Bell
Title: Mayor Bell

Date of execution: 10/27/2021

OGC DS
PM DS
SDD DS
DGC DS
GC DS

ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks
ATTACHMENT B Federal Assurances and Certifications
ATTACHMENT C General Affirmations
ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E Special Conditions
ATTACHMENT F Monthly Activity Status Report
ATTACHMENT G GLO Information Security Appendix (CDBG)
ATTACHMENT H Public Law 113-2 Contract Reporting Template

ATTACHMENTS FOLLOW

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CITY OF LA MARQUE
22-085-003-D223

PERFORMANCE STATEMENT

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

In strict conformance with the terms and conditions of the Hurricane Harvey HUD Most Impacted and Distressed (HMID) Competition and this Contract, City of La Marque (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

The Subrecipient has identified sewer facility activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $48,904,004.00. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

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Sewer Facilities

Subrecipient shall elevate, enclose, and floodproof the existing wastewater treatment plant walls; install and construct additional equipment for the WWTP to increase capacity by 2.25 million gallons per day of sewage flow. Subrecipient shall also convert 21 lift stations to self-priming pumps, increase the capacity of the lift stations, elevate and install emergency backup pumps, and complete all associated appurtenances. Construction shall take place at the following locations, including mid-point coordinates for each segment.

Street Improvements	**Location Approximate Lat/Long**	**Proposed HUD Performance Measures**	**Census Tract**	**Block Group**
Lift Station #1	Southwest Corner of Bayou Road and Scott Street 29.362789, -94.971741	One (1) Public Facility	7233.00 7232.00 7230.00 7229.00 7228.00 7238.00 7262.00 7231.00	1, 2 1,2 1,2,3 1,2 1,2 1,2 2 1
Lift Station #2	39’ South of 1022 Walnut Street 29.357184, -94.960890	One (1) Public Facility		
Lift Station #3	1026 Hathaway Street 29.364330, -94.957514	One (1) Public Facility		
Lift Station #4	430’ south of the intersection of 6th Avenue and Beech Street 29.355182, -94.954394	One (1) Public Facility		
Lift Station #5	Directly south of 146 Main Street between 1st Avenue and Oak Street 29.358225, -94.949082	One (1) Public Facility		
Lift Station #6	722 Shady Lane 29.368034, -94.954682	One (1) Public Facility		
Lift Station #7	Ross Avenue 29.374782, -94.951026	One (1) Public Facility		
Lift Station #8	907 1st Street 29.377703, -94.965922	One (1) Public Facility		
Lift Station #9	720 TX Highway 3 29.372158, -94.963979	One (1) Public Facility		
Lift Station #10	202 Beatrice 50’ South of the intersection of Bayou Road and Beatrice 29.377864, -94.971807	One (1) Public Facility		
Lift Station #11	2418 Jackson St., Intersection of Lake Road and Jackson Street 29.370856, -94.979574	One (1) Public Facility		

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Lift Station #12	100' West From the intersection of West Camp Circle and Cedar Drive Directly North of 2809 Cedar Drive 29.368433, -94.985473	One (1) Public Facility	7233.00 7232.00 7230.00 7229.00 7228.00 7238.00 7262.00 7231.00	1, 2 1,2 1,2,3 1,2 1,2 1,2 2 1
Lift Station #13	466 Vauthier Street 29.375112, -94.992798	One (1) Public Facility		
Lift Station #14	3901 McKinney Ext 29.373092, -94.999583	One (1) Public Facility		
Lift Station #15	FM 1764 338' Northeastward of the intersection of Autry Road and FM-1764 29.396146, -95.042138	One (1) Public Facility		
Lift Station #16	FM 2004 between 1000 FM 2004 and Gulf Freeway 29.395053, -95.030871	One (1) Public Facility		
Lift Station #17	Delany Road between Texas Avenue and Lawndale Street 29.377042, -95.020914	One (1) Public Facility		
Lift Station #18	1115 Volney Street 29.368401, -95.006256	One (1) Public Facility		
Lift Station #19	Saltgrass Point Road Between Saltcreek Bend Land and Pacific Point Court 29.374513, -95.028605	One (1) Public Facility		
Lift Station #20	2412 Duroux Road 29.353957, -94.995434	One (1) Public Facility		
Lift Station #21	Getty Road 802' Southeast of Mac McGaffey Highland Bayou Park 29.344225, -94.968940	One (1) Public Facility		
Wastewater Treatment Plant	Woodland St. Southeast of Mahan Park From the intersection of Lake Rd. and Woodland Street west 692' thence south 738' 29.349246, -94.982212	One (1) Public Facility		
These Activities shall benefit fifteen thousand one hundred five (15,105) persons. Of these persons, eight thousand one hundred fifty-five (8,155), or fifty-three and ninety-nine hundredths percent (53.99%), are of low to moderate income.				

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BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	$48,904,004.00	$490,000.00[1]	$49,394,004.00
TOTAL	$48,904,004.00	$490,000.00[1]	$49,394,004.00

[1] CITY OF LA MARQUE GENERAL FUND TO BE USED TOWARDS CONSTRUCTION COSTS

MILESTONES

Budget Gates, Milestones, Actions, and Deliverables	**Not-To-Exceed Budget Gate Percentages by Budget Category** (Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) are submitted to and approved by the GLO.)			**Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of budget category after submittal to and approval by the GLO of the stated deliverable.)		**Multiple Deliverable Milestones** (Subrecipient may draw up to, but not-to-exceed, the percentage stated after submittal to and approval by the GLO of the stated deliverable.)	
Project Phase Actions and Deliverables:	**Project Delivery**		**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
	Grant Administration Funds	**Environ-mental Funds**					
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required start-up documentation reviewed and accepted by GLO; executed grant administration service provider contract in pdf.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in pdf provided during start-up phase as applicable.			0-30%				
Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service provider contract in pdf provided during start-up phase as applicable.	15.01-30%	0-30%					

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Project Phase Actions and Deliverables:	**Project Delivery**		**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
	Grant Administration Funds	**Environ-mental Funds**					
Action: Completion of Design Phase **Deliverable:** Complete signed and sealed 100% construction plans in pdf*.			30.01-60%				
Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements.				100%			
Action: Completion of Environmental Record Review **Deliverable:** GLO signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by GLO*					100%		
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%				
Action: Commencement of Construction Phase **Deliverable:** Signed Notice to Proceed (NTP)*	60.01-85%		70.01-85%			0-95%	
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete as-built plans in pdf; executed COCC accepted by GLO; signed FWCR accepted by GLO*	85.01-95%		85.01-100%			95.01-100%	

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Project Phase Actions and Deliverables:	**Project Delivery**		**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
	Grant Administration Funds	**Environ-mental Funds**					
Action: Commencement of Planning/Study Phase **Deliverable:** Signed notice to proceed or similar document from Subrecipient initiating planning/study activity with description of work to be performed.							0-85%
Action: Completion of Planning/Study Phase **Deliverable:** Final report and proof of acceptance by the Subrecipient.							85.01-100%
Action: Grant Completion Report Approval **Deliverable**: GCR approved by GLO.	95.01-100%						

Failure to provide any deliverable identified could result in repayment of funds expended in part or in full. Deliverables identified in the table allow the subrecipient to draw the identified percentage per category contingent upon compliance of associated program guidance.

*if multiple construction contracts, multiple deliverables are required and associated costs are pro-rated in accordance with budget details in final GLO approved application

**if project includes more than one ERR, associated costs are pro-rated in accordance with budget details in final GLO approved application

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ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

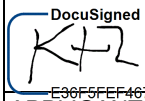
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by:  E36F5FEF467B4E4...	Mayor Bell
APPLICANT ORGANIZATION	**DATE SUBMITTED**
City of La Marque	10/27/2021

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

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CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of La Marque	22-085-003-D223

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Keith Bell — Mayor Bell

SIGNATURE — DocuSigned by: E36F5FEF467B4E4... — DATE: 10/27/2021

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. *Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. *Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. *Report Type:** a. initial filing _____ b. material change

4. Name and Address of Reporting Entity: ____ Prime _____Subawardee Name: _____ Street 1: Street 2: City: _____ State: Zip: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ **Print Name:** _____ **Title:** _____ **Telephone No.:**_____**Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

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GENERAL AFFIRMATIONS

For the purposes of this document, the term "governmental entities" shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.

2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.

3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. [*Not applicable to contracts with governmental entities*.]

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO. [*Not applicable to contracts with governmental entities*.]

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

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8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the

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date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

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14. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.

18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. [*Not applicable to contracts with governmental entities*.]

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. [*Not applicable to contracts with governmental entities*.]

23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM

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AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. [*Not applicable to contracts with governmental entities*.]

24. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government

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Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. Subrecipient expressly acknowledges that funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated

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within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. [*Not applicable to contracts with governmental entities.*]

38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

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39. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.

41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.

42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a

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digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq*.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and

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Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

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and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
        i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

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ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

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G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

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Debris Management Guide regarding the use of TDSR sites. This document may be obtained at https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum[*] three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.

2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.

3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

[*] Subrecipient may establish a longer affordability period at its own discretion.

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moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a forgivable loan or grant at zero interest dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven on a pro-rated basis until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: _____

Contract Number: _____

Preparer Name: _____ Contact Information: _____

Reporting Period (Month/ Year): _____

Project Title: _____

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

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GLO Information Security Appendix (CDBG)

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

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4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

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assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

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P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below.
Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to https://www.onecpd.info/get-assistance/my-question/ for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. Note: Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

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P.L. 113-2 Contract Reporting Template

Grantee:	
Grant Number:	
Date Updated:	

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	$3,500,000	$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

*See Instructions tab for additional guidance on template elements.

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Certificate Of Completion

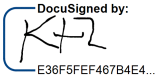
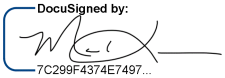
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Status: Completed
Subject: $48.9M Contract: 22-085-003-D223 - City of La Marque (Texas GLO)
Source Envelope:
Document Pages: 85
Signatures: 4
Certificate Pages: 5
Initials: 5
AutoNav: Enabled
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Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Adrianna Segura
1700 Congress Ave
Austin, TX 78701
adrianna.segura@glo.texas.gov
IP Address: 99.16.141.38

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10/14/2021 7:04:52 AM
Holder: Adrianna Segura
adrianna.segura@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Joanne Wright Joanne.Wright@glo.texas.gov Attorney Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.59	Sent: 10/14/2021 8:09:49 AM Viewed: 10/14/2021 9:52:14 AM Signed: 10/14/2021 10:17:37 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dawn Riggs dawn.riggs.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.51	Sent: 10/14/2021 10:17:44 AM Viewed: 10/14/2021 10:18:50 AM Signed: 10/14/2021 10:19:31 AM
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Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24	Sent: 10/14/2021 10:19:44 AM Viewed: 10/14/2021 5:52:04 PM Signed: 10/14/2021 5:52:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.69	Sent: 10/14/2021 5:52:17 PM Viewed: 10/15/2021 4:59:55 PM Signed: 10/15/2021 9:08:16 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 107.129.126.169 Signed using mobile	Sent: 10/15/2021 9:08:26 PM Viewed: 10/16/2021 6:29:28 AM Signed: 10/16/2021 6:29:34 AM
Keith Bell k.bell@cityoflamarque.org Mayor Bell Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 166.137.115.5 Signed using mobile	Sent: 10/16/2021 6:29:41 AM Resent: 10/25/2021 2:06:32 PM Resent: 10/27/2021 7:08:46 AM Viewed: 10/27/2021 8:40:58 PM Signed: 10/27/2021 8:42:13 PM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 162.193.135.244	Sent: 10/27/2021 8:42:23 PM Viewed: 10/28/2021 5:40:12 PM Signed: 10/28/2021 5:40:18 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 7:46:53 AM
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Carbon Copy Events	Status	Timestamp
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Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 7:46:54 AM Resent: 10/14/2021 8:09:48 AM
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Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 10:17:45 AM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 10:17:45 AM
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 10:17:45 AM
Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/14/2021 10:19:44 AM

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Robin Eldridge r.eldridge@cityoflamarque.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/26/2021 11:28:36 AM Viewed: 10/26/2021 5:15:27 PM
Commissioner George Bush GeorgeP@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/16/2021 6:29:40 AM
Gary Smith gary@grantworks.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/16/2021 6:29:40 AM Viewed: 10/16/2021 7:41:53 AM
Shundrayl Allen shundrayl.allen@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:29 PM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:29 PM
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Deputy Director,M&Q Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:30 PM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:32 PM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2021 5:40:32 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:32 PM
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:33 PM
Tanya Masike tanya.masike.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:34 PM
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:36 PM
Caley Carmichael caley.carmichael.glo@recovery.texas.gov Grant Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2021 5:40:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2021 7:46:55 AM
Certified Delivered	Security Checked	10/28/2021 5:40:12 PM
Signing Complete	Security Checked	10/28/2021 5:40:18 PM
Completed	Security Checked	10/28/2021 5:40:37 PM

Payment Events	Status	Timestamps

ORDINANCE NO. O-2021-0019

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING CHAPTER 29 OF THE CITY'S CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE; PROIVDING A PENALTY; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Chapter 29 of the City of La Marque, Texas's Code of Ordinances was amended on or about July 9, 2020 to adopt the 2018 Fire Code;

WHEREAS, Section 29-3 of the City of La Marque, Texas's Code of Ordinances of the previously banned fireworks in the city limits of the City of La Marque, Texas;

WHEREAS, the prohibition on fireworks was mistakenly not included in the amended Chapter 29 of the City of La Marque, Texas's Code of Ordinances;

WHEREAS, this Ordinance readopts and recodifies Section 29-3 of the City of La Marque, Texas's Code of Ordinances as it read prior to July 9, 2020 except for provisions removed in accordance with state law and;

WHEREAS, the City Council finds an emergency exists with the upcoming holiday season and finds it necessary to ban fireworks to protect public health and welfare in accordance with Section 2.23 of the City of La Marque, Texas's Charter Agreement.

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

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

Section 2. Section 29.6 is added to the City of La Marque, Texas's Code of Ordinances and reads as follows:

Sec. 29-6. – Illegal fireworks declared nuisance; seizure and destruction.

(a) The presence of any fireworks within the city, in violation of this article, is hereby declared to be a common and public nuisance. The fire marshal is directed and required to seize any fireworks found in violation of this section, and any authorized deputy of the fire marshal, or any police officer of the city, or any other duly-constituted state peace officer is empowered to stop

the transportation of and detain any fireworks illegally or to close any building where any fireworks are found stored illegally until the fire marshal can be notified, in order that such fireworks may be seized in accordance with the terms of this article.

(b) Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city, the fire marshal, or both for such injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping, or use of fireworks within the city. It shall not be necessary to obtain injunctive relief as a prerequisite to seizure of fireworks.

(c) If any fireworks or combustibles are deemed by the fire marshal to be in such a state or condition as to constitute a hazard to life or property, the fire marshal may dispose of such fireworks or combustibles without further process of law. The fire marshal is authorized to dispose of any abandoned fireworks or combustibles that he deems to be hazardous to life or property.

(d) If the person so charged is found guilty of violating the provisions of this chapter or any rule or regulation adopted pursuant thereto with regard to possession, handling, or storage of fireworks or combustibles, the fire marshal is authorized to dispose of the confiscated material in such a way as he shall deem equitable.

(e) Any person who shall manufacture, assemble, store, or process fireworks in violation of this section shall, upon conviction, be punished by a fine as prescribed in section 1-7 of this Code. If fireworks are separately wrapped or packaged, the commission or omission of any act prohibited by this section shall be a separate offense as to each such separately wrapped or separately packaged fireworks.

(f) If there is any conflict between the provisions of the fire prevention code and the provisions of this article, the provisions of this article preempt and shall be controlling, and that all ordinances or parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

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

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid

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

Section 5. Publication and Effective Date. This Ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.23 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in accordance with Article II of the City Charter.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque, Texas on First Reading this _____ day of _____**, 2021**; and

CITY OF LA MARQUE, TEXAS

_____
Keith Bell, Mayor

ATTEST:

_____
Kierra Nance, Deputy City Clerk

APPROVED AS TO FORM:

_____
Gus Knebel
City Attorney

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9c**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Ordinance No. **O-2021-0020**, amending the fiscal year 2020-21 Budget for various funds' expenditures by decreasing various funds' fund balances and increasing certain expenditures to individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit A *THIS IS THE FIRST READING*

1. **Ordinance**
2. **Exhibit A**

STAFF BRIEFING:

- During the fiscal year, the City received and expended PID transactions which require appropriations before year end.
- During the year, the City had a few unanticipated expenditure in special revenue funds which were not included in the original adopted budget at the beginning of the year.
-
- The ordinance is to amend the budget administratively and to match with actual approved expenditures.
- All capital expenditures exceeding $25,000 have been individually approved by Council during the fiscal year.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

December 13, 2021 – First reading of the ordinance
January 10, 2022 – Second reading of the ordinance

Cost Details:	
Budgeted	-0-
Actual Bid	

CITY COUNCIL AGENDA FORM

Estimated Expenditure	**See Exhibit A**
Acct. Name(s)	See Exhibit A
Line Items #	See Exhibit A
Other Funding	

ACTION:

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

---

STAFF'S RECOMMENDATION: Motion to approve Ordinance No. **O-2021-0020**, Amending the 2020-21 budget

FISCAL IMPACT: **See Exhibit A**

Exhibit A

Budget Amendment Year End Fiscal Year 2020-21

Accounts	Descriptions	Increase	Decrease	Comments
01-1010-01-01	Salary-Administration	306,260		Termed admin employees pay out
01-4040-03-00	Professional Services-Dev Serv	134,891		Professional services-Inspections and engineering services
01-1040-06-00	Overtime-Fire Dept	199,044		Fire overtime
01-1060-06-00	FICA-Fire Dept	40,732		Taxes
01-1065-06-00	TMRS-Fire Dept	23,365		TMRS
01-1070-06-00	Insurance-Fire Dept	25,413		Health insurance
01-7040-12-00	10-Year Asset-Dept 12	102,888		Equipment-Bucket/boom truck
01-1040-12-00	Overtime-Dept 12	75,847		Overtime
01-1090-99-00	Settlements	80,000		Settlement
01-4042-99-00	Legal services	108,640		Legal
01-2401-00-00	Fund Balance		1,105,203	Fund Balance
01-8089-99-00	Transfer Out-to Cemetery Fund	8,123		Cemetery survey
02-7030-22-00	10-Year Assets Dept 22	347,669		Combo Vacuum Truck for Public Works
02-7111-22-00-PU1764	Booster Pumps 1764 Water Plan	251,961		Emergency repairs to FM 1764 well site (New booster pumps and control panels)
02-1040-22-00	Overtime-Dept 22	69,854		Overtime-Utility 22
02-4040-22-00	Professional Services	141,242		Contract work due to emergency repairs
02-7114-24-00-WWTPEX	WWTP Expansion	587,431		2020 CO Project
02-4040-24-00	Professional Services	212,881		Contract work due to emergency repairs
02-1040-24-00	Overtime-Dept 24	17,995		Overtime-Utility 24
02-5145-99-00	Enterprise lease program	85,953		Vehicles for Utility 22 and 24
02-4042-99-00	Legal Services	10,000		Legal services
02-2401-00-00	Fund Balance		1,780,283	Fund balance
02-8005-99-00	Transfer Out to Replacement Fund 05	55,297		Equity return from sale of vehicles
05-8002-00-00	Transfer In-From Utility Fund	55,297		Equity return from sale of vehicles
01-8005-99-00	Transfer Out to Replacement Fund 05	37,585		Equity return from sale of vehicles
05-8001-00-00	Transfer In-From General Fund	37,585		Equity return from sale of vehicles
51-9001-00-00	Transfer Out to General Fund	51,291		Expenses paid out in prior years but never moved from Donation Fund
51-9053-00-00	Transfer Out to Youth Program Fund	85,656		Expenses paid out in prior years but never moved from Donation Fund
53-9051-00-00	Transfer In from Donation Fund	85,656		Expenses paid out in prior years but never moved from Donation Fund
01-9051-00-00	Transfer In from Donation Fund	51,291		Expenses paid out in prior years but never moved from Donation Fund
51-2401-00-00	Fund balance		136,947	Fund balance
53-2401-00-00	Fund balance	85,656		Fund balance
01-2401-00-00	Fund balance	51,291		Fund balance
09-4072-00-00	Administrative cost-Bayou Fest	5,000		
09-4073-00-00	Children's activities-Bayou Fest	115		
09-2401-00-00	Fund Balance		5,115	
10-4070-00-05-CRWFSH-05	Crawfish Bash Sponsorship	12,000		
10-2401-00-00	Fund Balance		12,000	
15-4300-00-00	Bonds CO Principal	10,000		2020 CO
15-4350-00-00	Bonds CO Interest	5,300		2020 CO
15-2401-00-00	Fund Balance		15,300	
39-7100-12-00	GLO Drainage Westlawn	106,500		GLO Grant project (Reimbursable from approved grant)
39-2401-00-00	Fund Balance		106,500	
48-4060-06-00	Fire training	2,252		Fire Capital Fund
48-2401-00-00	Fund Balance		2,252	
51-6830-00-00	Government Day-Amoco	1,887		
51-2401-00-00	Fund Balance		1,887	
53-6000-00-00	Grants	2,000		VIDEOS:LMFD/KLMBC/LMPD/KIDS FISH/HURRICANE HUDDLE/CITIZENS
53-2401-00-00	Fund Balance		2,000	
65-7101-12-00	IH 45 Corridor	75,000		
65-2401-00-00	Fund Balance		75,000	
70-2010-01-03	Supplies-COVID	4,100		
70-2010-01-06	Supplies-Uri	7,200		
70-4040-02-03	Professional services-COVID	14,500		
70-2010-03-03	Supplies-COVID	36,514		
70-2010-04-03	Supplies-COVID	3,000		
70-2010-05-03	Supplies-COVID	494		
70-3020-05-03	Repairs and Maintenance-COVID	5,400		
70-2010-05-06	Supplies-Uri	444		
70-2010-05-07	Supplies-Nicholas	210		

Exhibit A

Budget Amendment Year End Fiscal Year 2020-21

Accounts	Descriptions	Increase	Decrease	Comments
70-2010-06-03	Supplies-COVID	4,480		
70-2010-06-07	Supplies-Nicholas	292		
70-2010-12-06	Supplies-Uri	1,035		
70-2010-12-07	Supplies-Nicholas	56,704		
70-2010-13-03	Supplies-COVID	10,781		
70-2010-13-07	Supplies-Nicholas	444		
70-2010-19-03	Supplies-COVID	47		
70-2010-21-03	Supplies-COVID	638		
70-3010-22-06	Repairs & Maint Water Lines-Uri	585,598		
70-2010-33-03	Supplies-COVID	156		
70-2401-00-00	Fund Balance		732,037	City already pursued for FEMA and COVID reimbursements
88-7040-13-00	Equipment	2,615		Studio supplies
89-4050-00-00	Cemetery Survey	25,000		Cemetery survey
89-9001-00-00	Transfer in-From General Fund	8,123		Cemetery survey

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9d**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

- **AGENDA ITEM DESCRIPTION:** Discussion/possible action regarding adopting Resolution No. **R-2021-0034**, regarding Civil Rights which includes the Section 3 Policy, Excessive Force Policy, Limited English Proficiency (LEP) Standards Plan, Section 504 Policy and Grievance Procedures, Code of Conduct Policy, and Fair Housing policy

[X] **ATTACHMENTS FOR REFERENCE**
1. Resolution
2. Policies

STAFF BRIEFING:

- Per grant requirement, the city needs to adopt a resolution relating to listed policies.

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES:

ACTION:

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

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Items #	
Other Funding	

- **STAFF'S RECOMMENDATION**: Motion to adopt Resolution No. **R-2021-0034**, regarding Civil Rights which includes various required policies

CITY COUNCIL AGENDA FORM

FISCAL IMPACT: n/a

Resolution Regarding Civil Rights R-2021-0034
City of La Marque, Texas

Whereas, City of La Marque, Texas, (hereinafter referred to as "City of La Marque") has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, City of La Marque, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, City of La Marque, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, City of La Marque, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

Whereas, City of La Marque, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, City of La Marque, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT project;

Whereas, City of La Marque, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, City of La Marque, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, City of La Marque, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Section 3 Policy;
2. Excessive Force Policy;
3. Limited English Proficiency (LEP) Standards Plan;
4. Section 504 Policy and Grievance Procedures;

5. Code of Conduct Policy; and
6. Fair Housing Policy.

Passed and approved this _____ day of _____, 2021.

_____	_____
Signature of Elected Official City of La Marque	Printed Name of Elected Official

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), City of La Marque agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of La Marque, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ Keith Bell, Mayor

Signature Name, Title

_____

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of La Marque hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of La Marque to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.

2. It is also the policy of City of La Marque to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

3. City of La Marque will introduce and pass a resolution adopting this policy.

As officers and representatives of City of La Marque, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ Keith Bell, Mayor
Signature Name, Title

_____
Date

Limited English Proficiency Plan - 22-083-003-D208

Texas General Land Office
Community Development Block Grant-Mitigation

Grant Subrecipient:	City of La Marque
Community Population:	15,860
LEP Population:	864 5.4%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
☒	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and comple of grant-funded project
☒	Publications regarding CDBG-MIT application, grievance procedures, *complaint procedures, complaint procedu answers to complaints, notices, notices of rights and disciplinary action*, and other vital hearings, documents, program requirements
☒	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
☒	Translation services: available upon request
☒	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
☒	Translation (oral and/or written) of advertised notices and vital documents for: Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability St and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish u request.
☒	Referrals to community liaisons proficient in the language of LEP persons Spanish-speaking liaisons are available upon request.
☒	Public meetings conducted in multiple languages: Available upon request with two days advance notice.
☒	Notices to recipients of the availability of LEP services: Included in translated notices.
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer Date

See also: **http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf**

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of La Marque hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. City of La Marque does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. City of La Marque's recruitment materials or publications shall include a statement of this policy in 1. above.

4. City of La Marque shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, City of La Marque shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.

6. Grievances and Complaints

   a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of La Marque to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

   b. Complaints should be addressed to the Mayor, 1111 Bayou Road, La Marque, TX, 77568 or call (409) 938-9202**,** who has been designated to coordinate Section 504 compliance efforts.

   c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor**.** Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor**,** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 coordinator shall maintain the files and records of the City of La Marque relating to the complaint files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of La Marque within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of La Marque complies with Section 504 and HUD regulations.

_____ Keith Bell, Mayor
Signature Name, Title

_____
Date

Code of Conduct Policy of City of La Marque

As a Grant Recipient of a CDBG-MIT contract City of La Marque shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of La Marque shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/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.

No officer, employee, or agent of City of La Marque shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the City of La Marque Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

_____ Keith Bell, Mayor

Signature Name, Title

_____

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, City of La Marque hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of La Marque agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).

2. City of La Marque agrees to plan at least one activity during the contract term to affirmatively further fair housing.

3. City of La Marque will introduce and pass a resolution adopting this policy.

As officers and representatives of City of La Marque, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

_____ Keith Bell, Mayor_____
Signature Name, Title

_____
Date

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9e**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2021-0035**, accepting the 2021 City of La Marque investment policy for investment of municipal funds per Public Funds Investment Act

1. **Resolution R-2021-0035**
2. **Exhibit A-Investment Policy 2021**

STAFF BRIEFING:

- Per Public Funds Investment Act of Texas, it is required that City Council review the City investment policy at least annually.
- No change to current policy.

HISTORY: Last reviewed and approved 9/13/2020

TARGET IMPLEMENTATION: December 14, 2021

SIGNIFICANT ACTION DATES: **December 14, 2021**

ACTION:

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

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

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

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2021-0035,** accepting the 2021 City of La Marque investment policy for investment of municipal funds per Public Funds Investment Act

CITY COUNCIL AGENDA FORM

FISCAL IMPACT: **N/A**

RESOLUTION NO. R-2021-00??

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, UPDATING THE CITY OF LA MARQUE INVESTMENT POLICY FOR THE INVESTMENT OF MUNICIPAL FUNDS; PROVIDING FOR AN EFFECTIVE DATE, AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, Chapter 2256 of the Texas Government Code requires the City Council to annually review its Investment Policy regarding the investment of City funds and funds under its control; and

WHEREAS, the City Council of the City of La Marque, Texas adopt its 2021 Investment Policy pursuant to Chapter 2256 Texas Government Code, Public Funds Investment Act;

WHEREAS, pursuant to the Public Funds Investment Act, the governing body of the City shall adopt a resolution stating it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies; and

WHEREAS, the 2021 Investment Policy, attached as Exhibit "A", has been reviewed and includes updates since the last adoption on September 13, 2020, **NOW, THEREFORE,**

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. That the 2021 City of La Marque Investment Policy, as updated, attached hereto as "Exhibit A" is hereby adopted as the investment policy of the City of La Marque, effective _____, 2021.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED this the _____day of _____, 2021.

ATTEST: **THE CITY OF LA MARQUE, TEXAS**

By: _____ By:_____

Kierra Nance, Deputy City Clerk Keith Bell, Mayor

APPROVED AS TO FORM

_____
City Attorney

Exhibit A

CITY OF LA MARQUE, TEXAS

AN INVESTMENT POLICY

Pursuant to Chapter 2256, Texas Government Code, Public Funds Investment Act; as amended by House Bill 2549 enacted by the 74th Texas Legislature:

CITY OF LA MARQUE, TEXAS
INVESTMENT POLICY

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I.	Policy	(2256.005)*
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* Reference in parenthesis is to the Public Funds Investment Act.

CITY OF LA MARQUE, TEXAS
INVESTMENT POLICY

I. **Policy** -- It is the policy of the City of La Marque, Texas (the "City") to administer and invest its funds in a manner which will preserve the Principal and maintain the liquidity through limitations and diversification while meeting the daily cash flow requirements of the City. The City will invest all available funds in conformance with legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

II**.** **Purpose –** The purpose of this investment policy is to comply with all statutes governing the investment of the City's funds and Chapter 2256 of the Government Code ("Public Funds Investment Act"), which required the City to adopt a written investment policy regarding the investment of its fund and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III. **Scope** – The City will strive to earn a return on funds invested at the highest investment return possible after taking in consideration the primary goals of preservation of principal and liquidity of funds invested, consistent with the policy objectives described below. This investment policy applies to all financial assets and funds held by the City. It is also applicable to those monetary funds held in trust or safekeeping by the City eg. PID, La Marque Economic Development Corporation, or Employees Insurance Benefits Trust Fund. However this policy does not apply to the assets administered for the benefit of the entity by outside agencies under deferred compensation programs.

FUNDS INCLUDED The City's funds, which are pooled together and constitute the investment portfolio, include all financial assets of all funds managed by the City, including but not limited to receipts of tax revenues, charges for services, bond proceeds, interest incomes, loans and funds received by the City where the City performs a custodial function.

EDC FUNDS EDC funds were segregated from the City's pooled cash beginning January 2014 and shall comply to the same City investment policy under Chapter 2256 of the Public Funds Investment Act.

IV. **Objectives** --The investment policy of the City shall be governed by these primary objectives: safety, liquidity, and yield.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.

B. **Liquidity** - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C. **Yield** - The City shall avoid investment for speculation. Return on investment is of least importance compared to the safety and liquidity objectives described above and shall be expressed as **optimization of interest earnings.**

D. **Public trust** from prudent investment activities.

V. **Investment Authority** -- Responsibility and authority to conduct investment transactions resides with Finance Administration pursuant to Article VIII, Section 8.25. INVESTMENTS, of the City Charter. The director of finance is designated as the Investment Officer with the authority and responsibility to conduct, record, and report all investment transactions, and maintain the operation of the investment program, as governed by this Investment Policy.

A. The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order that no individual or group or transactions undertaken would jeopardize the total capital sum of the overall portfolio. The City of La Marque shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

B. The investment officer shall attend at least one training session relating to his/her responsibilities under this policy within 12 months after taking office or assuming duties and at least 10 hours once every two years thereafter. Training hereunder must include education in investment controls, security risks, strategy risks, market risks, and compliance with Chapter 2256 (T.G.C.)

C. In keeping with sound accounting practice and to assure adequate internal controls, and in the event circumstances require timely action and the investment officer is not available, the investment officer may delegate to a designee to follow procedural responsibilities for the operation of the investment program consistent with this Policy.

No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the investment officer.

D. All investments made by the City will be made through either the City's Investment Officer or authorized securities broker/dealers. The use of brokers/dealers is encouraged to utilize their investment expertise, a method to obtain diversification and to gain an expanded market coverage.

Authorized securities dealer/broker shall be required to be classified as a "Primary Government Securities Dealer" reporting to the Market Reports Division of the Federal Reserve Bank of New York or; securities dealer may be considered authorized if they maintain a bona-fide clearing agent agreement with a primary dealer. This list is found as Exhibit "A" to this Policy. Dealers on this list are assumed to conduct business in a highly ethical and professional manner.

Coastal Securities is designated as an authorized broker/dealer.

Duncan-Williams, Inc. is designated as an authorized broker/dealer.

UBS Financial Services is designated as an authorized broker/dealer.

Every dealer with whom the City transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program. The broker/dealer will be required to return a signed copy of the Certification Form certifying that the policy has been received and reviewed. (Exhibit "B")
The selection of investment instruments by dealer/broke will be on a competitive basis using a minimum of three (3) quotes.

VI. **Standards** -- To be observed.

A. **Prudence** - The standard of prudence used by the City of La Marque shall be the "prudent person" and shall be applied in the context of managing the overall portfolio. The prudent person rule is restated below:

In acquiring, investing, reinvesting, exchanging, retaining, selling and managing property for any trust heretofore or hereafter created, the City of La Marque will exercise the judgment and care under the circumstances then prevailing which persons of prudence, discretion and intelligence exercise in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety for their capital.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by this policy. Unless matched to a specific requirement, the investment officer may not invest more than 30% of the portfolio for a period greater than two (2) years. Unless matched to a specific requirement, the investment officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific issue, a specific issue size, with a specific issuer, in a specific maturity or in a specific class of securities. Risk of loss includes principal as well as potential investment income.

Nevertheless, the City of La Marque recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. Also, it is intended that investments in all funds shall be managed in such a way that any market price losses resulting from interest-rate volatility shall be offset by income received from the balance of the portfolio during a 12-month period.

C. **Yield** - The core of investment are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments will be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

D. Weighted Average Maturity – The portfolio shall carry a weighted average maturity for any quarter to be no more than 90 days.

G. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of La Marque shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, cusip number, yield and/or coupon, and other pertinent information. Each safekeeping receipt will clearly indicate that the instrument is held for the City of La Marque. All safekeeping arrangements shall be designated by the investment officer; said agreement to be documented.

All investment transactions shall be executed on a delivery vs. payment basis; to ensure the securities are deposited in the eligible financial institutions prior to the release of funds.

H. The investment officer shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy. Those authorized to conduct the operation of the investment program shall be bonded.

VII. **Internal Controls** -- The investment officer is responsible for establishing and maintaining an internal control structure designed to prevent losses of public funds arising from fraud, theft, misuse, employee error, and misrepresentation of third parties, unanticipated changes in financial markets or imprudent actions by any person involved in the investment program. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived; and 2) the valuation of costs and benefits requires estimates and judgments by management.

The internal control shall address the following points:

A. **Control of Collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

B. **Separation of Transaction Authority from Accounting and Record Keeping** - By separating the person who authorizes or performs the transactions from the people who record or otherwise account for the transaction, a separation of duties is achieved.

C. **Custodial Safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.

D. **Avoidance of Bearer-form Securities** - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

E. **Clear Delegation of Authority to Subordinate Staff Member** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

F. **Written Confirmation of Telephone Transactions for Investments and Wire Transfers** - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.

G. **Development of a Wire Transfer Agreement with the Lead Bank or Third Party Custodian** - This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

H. Limiting the number of authorized investment officials.

I. Documentation of transactions and strategies.

VIII. **Authorized Investments** -- Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity and maturity. The choice of high grade government instruments is designed to provide for a safety of principal, return an acceptable yield and to assure marketability.

City funds may be invested in the following:

A. Obligations of the United States Government, its agencies and instrumentalities with ratings not lower than AA and, not to exceed three (3) years to stated maturities.

B. Fully insured (FDIC) or collateralized certificates of deposit from a bank or a savings and loan association that has its main office or a branch office in the State of Texas with ratings no lower than AAA, in face amount not to exceed $250,000, and not to exceed 36 months to stated maturity. In addition, certificates of deposit obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Public Funds Investment Act are authorized investments.

C. No-load, SEC registered money market funds with ratings not lower than AAA.

D. The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in an investment pool established hereunder. Texas Local Government Investment Pools authorized under this Policy:

1. TEXPOOL
2. LOGIC
3. TEXSTAR
4. TEXAS CLASS

The investment pools may invest in any of the securities authorized by statute. The pools must demonstrate compliance with Chapter 2256, Sections 016, 017, 018 and 019 and must maintain ratings of AAA.

E. Overnight balances remaining with the City's depository institution subject to a written depository agreement. These are interest bearing accounts, fully collateralized by pledged U.S. and Texas State government securities with ratings no lower than AA.

F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities with ratings no lower than AA. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have

a market value greater than or equal to 102 percent at the time funds are disbursed.

G. Although additional types of securities and instruments are approved for investment, they are not eligible for investment by the City under this Policy. An amended version of this Policy approved by the City Council is required prior to investments in any other investment instrument not specified herein.

H. City shall monitor credit ratings of all securities within the portfolio periodically. If credit ratings fall below minimum allowed per policy, Investment Officer shall notify City Manager and Council of the change and liquidate the security as quickly as possible to minimize the risk on the City's portfolio..

IX. **Prohibited Investments** -- There is an absolute prohibition on investments in any of the following investment instruments.

A. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

B. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; inverse floaters.

C. The City will not invest in mortgage backed derivative products.

X. **Reporting** -- The investment officer shall submit a quarterly and annual investment reports to the City Manager, Mayor and City Council that provides a clear picture of the status of the current investment portfolio. This report shall contain sufficient information to permit an informed outside reader to evaluate the performance of the investment program, while allowing the entity to ascertain whether investment activities during the reporting period have conformed to the Investment Policy.

The annual report should encompass activity through the entire year. At a minimum this report should contain:

A. A listing of individual securities with maturity dates.

B. Overall weighted average maturity of the portfolio.

C. Overall current yield of the portfolio.

D. State the reported auction yield of the appropriate U.S. Treasury bill comparable to the overall portfolio.

E. Beginning and ending market value of the total portfolio by market sector and total portfolio.

F. Beginning and ending carrying (book) value of the portfolio by market sector and total portfolio.

G. Transactions which change market and book value.

All reports will be prepared jointly by all involved in the investment activity and be signed by all staff involved.

XI. **Limitation of Personal Liability** - The investment officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accordance with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

XII. **Diversifications Strategy** -- At a minimum, diversification standards by security type and issuer shall be:

U.S. Treasuries and securities with the U.S. Government's guarantee	NTE	100%
U.S. Government Agencies and Instrument abilities	NTE	85%
Certificates of Deposit	NTE	100%
Money Market Funds	NTE	75%
Local Government Investment Pools	NTE	100%

XIII. **Fund Strategy** --

A. **Accounting Funds Strategy Statement** - The City of La Marque maintains a portfolio which involves specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio. Objectives to be considered for each fund type:

1. suitability of the investment to the financial requirements of the fund

2. preservation and safety of the principal

3. liquidity

4. marketability

5. diversification

6. yield

B. **Operating Funds** - The general operating fund generates cash income stream on relatively predictable patterns. Investments are usually made during tax receipts season with maturities scheduled to coincide with a decreased income stream later in the year. The investment structure must be liquid with a short weighted average maturity. Consideration to unreserved fund balance permits some maturity to exceed one year.

C. **Enterprise Funds** - A stable revenue stream from payment of utility bills coupled with fairly predictable expense patterns renders a smooth cash management program during the course of the year. Accordingly, weighted average maturities may extend to 120-150 days. Special consideration is given to the debt service payment requirements and maturities of certain investments are scheduled accordingly.

D. **Construction and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to adequate liquidity at the time of payment. A portion of investments (10%) should be highly liquid to allow for flexible and unanticipated project outlays. The balance may be scheduled to coincide with engineered project construction payment timetables. The stated final maturity date of any security held should not exceed the estimated project completion date.

E. **EDC Fund** – Main revenue source is sales tax. Beginning January 2014, EDC operating cash was segregated from the City's pooled cash. Funds not protected under the City pooled cash collateral agreement shall be invested in securities allowed by the City's investment policy which shall carry the appropriate FDIC or other equivalent insurance protection on EDC funds..

F. **Other Fund Types** - These funds typically have identifiable income/expense patterns whereby investments can be diversified according to the needs established. Prime objective involved with these

fund types is to provide for the safety of the investment with a low degree of volatility. Such securities will tend to hold their value during economic cycles. Particular attention is given to requirements which may govern the use of funds.

G. **Overall Short-term Strategy** - The City uses a consolidated cash system where cash is co-mingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in a high liquid local government investment pool. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short term inter-fund borrowing during the course of the year using due to-due from accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund.

XIV. **Intent** -- It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as Chapter 2256, Public Funds Investment Act, Texas Government Code as amended by House Bill 2459 enacted by the 74th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XV. **Compliance** -- The investment officer shall establish a process for annual independent review by an external audit to assure compliance with management controls and adherence to these policies and procedures.

XVI. **Adoption** -- This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

BROKER/DEALER CERTIFICATION FORM
As required by Texas Government Code 2256.005(k)

CITY OF LA MARQUE, TEXAS (the "City")

The City acknowledges that the only means the firm has to preclude "imprudent investment activities arising out of transactions between the firm and the City" is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and the second paragraph below should be read accordingly.

I, or the business organization, _____ , do hereby certify that

we have thoroughly reviewed the investment policy for the City.

We acknowledge that the business organization has implemented reasonable internal procedures and controls in an effort to preclude imprudent investment activity which may arise between the City and the organization.

_____
Signature

Name: _____

Title: _____

Date: _____

Policy Amendments Through December 14, 2021

1. Add Texas Class as additional authorized investment pool option (2016).

2. Add Employees Insurance Benefits Trust Fund to the City's authorized investment portfolio (2016).

3. Revise Broker/Dealer Certification form to reflect "Business Organization" instead of individual. (2017).

4. No change in 2018.

5. No change in 2019.

6. No change in 2020.

7. No change in 2021.

GLOSSARY

1. **Certificate of Deposit (CD)** - A time deposit evidences by a certificate that specifies the amount, maturity date, rate of interest and terms under which interest is calculated. Usually insured up to a face amount of $100,000. Typically note marketable (illiquid) with a fixed maturity date and penalty for early redemption.

2. **Derivatives** - For the purposes of this Investment Policy, the definition of derivatives includes instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market. Prohibited derivations include the following:

   Interest Rate Swaps, Range Index Notes, Option Contracts, Futures Contracts, Inverse Floating Rate Notes, Non-Money Market Index Based Notes, Dual Index Notes, Index Amortizing Notes, Inverse Multi-Index Bonds, Stepped Inverse Index Bonds, Inverse Index Bonds, and Collateralized Mortgage Obligations.

4. **CMA Treasury Fund** - (the "Treasury Fund") is a no-load, diversified, open-end investment company seeking preservation of capital, liquidity and current income available from investing exclusively in a diversified portfolio of short-term marketable securities which are direct obligations of the U.S. Treasury. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Treasury Fund seeks to maintain a constant $1.00 net asset value per share. An investment in the Treasury Fund is neither insured nor guaranteed by the U.S. Government.** The Treasury Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule12b-1 under the Investment Company Act of 1940, as amended (the "Investment Company Act").

5. **CMA Government Securities Fund** - (the "Government Fund") is a no-load, diversified, open-end investment company seeking preservation of capital, liquidity and current income available from investing exclusively in a diversified portfolio of short-term marketable securities which are direct obligations of the U.S. Government and repurchase agreements pertaining to such securities. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Government Fund seeks to maintain a constant $1.00 net asset**

value per share. An investment in the Government Fund is neither insured nor guaranteed by the U.S. Government. The Government Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule 12b-1 under the Investment Company Act of 1940 as amended (the "Investment Company Act").

6. **CMA Money Fund** - (the "Money Market Fund") is a no-load, diversified, open-end investment company seeking current income, preservation of capital and liquidity available from investing in a diversified portfolio of short-term money market securities. These securities will consist primarily of short-term U.S. Government securities, bank certificates of deposit, commercial paper and repurchase agreements. Dividends are declared and reinvested daily in the form of additional shares at net asset value. **The Money Market Fund seeks to maintain a constant $1.00 net asset value per share. An investment in the Money Market Fund is neither insured nor guaranteed by the U.S. Government.** The Money Market Fund has adopted a Distribution and Shareholder Servicing Plan in compliance with Rule 12b-1 under the Investment Company Act of 1940, as amended (the "Investment Company Act").

7. **U.S. Treasury Bills** - (the "T-Bills") are issued to meet the government's short-term financing needs and are insured on a discount basis with a maturity ranged one year or less. Probable the most liquid money market instrument.

8. **U.S. Treasury Notes and Bonds** - are negotiable, interest-bearing securities redeemable at face value at maturity. Notes fall in a maturity range from one to ten years with current issues of 2, 3, 4, 5, 7 and 10 year notes issued on a regular basis. Bonds are the same as notes, except that they have maturities of 10 years or more. T-Notes have the advantages of generally trading at a yield higher than that of T-Bills for comparable maturities, yet retaining a high degree of liquidity.

9. **Federal Agencies and Discount Notes** - are Federal Government agencies established to help meet the credit needs of various classes of institutions. These agencies issue and sell debt obligations directly into the financial markets to meet their financing needs. Three of the more active agencies:

    Farm Credit Administration (FFCB)
    Federal Home Loan Bank (FHLB)
    Federal National Mortgage Association (FNMA)

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9g**

Prepared by: Chief Randall Aragon Reviewed by:

Department: Police

AGENDA ITEM DESCRIPTION: Request that the Narcotics Sergeant Position be amended to be that of a "Narcotics Corporal" position

STAFF BRIEFING:

- Over time it has been realized that this position does not have to be a Sergeant position.
- Position needs to be more of an "investigatory" role than supervisory.
- Revising position as recommended will therefore deliver additional investigatory resources targeting illegal narcotics operations.
- This change will save around $14,250 in Police payroll budget fiscal year 2022.
- Annual impact is estimated saving of $17,645 in Police personnel budget.

HISTORY: Position of *Narcotics Sergeant* was first implemented in 2014.

TARGET IMPLEMENTATION: December 2021 Council Meeting

SIGNIFICANT ACTION DATES: N/A.

Cost Details:	
Budgeted	$80,409 (one Sergeant position)
Actual Bid	

CITY COUNCIL AGENDA FORM

ACTION:

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

Estimated Expenditure	**$65,995 (one Corporal position)**
Acct. Name(s)	Salary, FICA, TMRS
Line Items #	01-1010-05-00; 01-1060-05-00; 01-1065-05-00
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve amending the *Narcotics Sergeant* to that of a *Narcotics Corporal*

FISCAL IMPACT: Reduction in salary fund expenditure in the amount of: $14,250 Fiscal Year 2022.

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9h**
Prepared by: K.Van Stavern Reviewed by:
Department: Code Compliance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the forgiveness of all interest and administrative fees incurred by the City of La Marque for the demolition of all structures located at 1101 Delmar, La Marque, Tx 77568

☐ **ATTACHMENTS FOR REFERENCE**

1. Contract for demolition/Scope of work performed
2. Recorded liens
3. Lien Payoff Documentation submitted to property owner
4. Total of fees and interest to be forgiven by the city

STAFF BRIEFING:

- Current property owner requested all fees be forgiven
- No improvements have been made to the property to date
- No development plans have been submitted for city approval to date
- EDC financed this project and all expendatures
- 10% Interest is compounded yearly on all liens Totaling $ 81,199.58
- Administrative fees totaling $200.00

Has City Attorney OR Special Legal Counsel reviewed and approved?
Yes

Have you discussed availability of funds/accounts with Finance Director?
Has Finance Director verified Purchasing Policy followed?
No expenditures expected by city

Have you presented your project to the Grants Administration Team and City Manager?
N/A

HISTORY:

- **Structures on this property were identified as a Public Safety & Health Nuisance.**
- **BSC Ordered the Substandard Structures abated on April 6, 2015**
- **January 2016 LM 02-16 Call for Demolition Bids Posted**
- **February 17, 2016 City Council awarded Demolition bid to Grant Mackay Inc.**
- **March 21, 2016 City Manager signed contract for demolition $ 109,999.00**
- **March 31, 2016 City Manager approved and signed Change order for demolition due to Asbestos Abatement costs $ 132,226.89**

CITY COUNCIL AGENDA FORM

TARGET IMPLEMENTATION: March 13, 2022

SIGNIFICANT ACTION DATES:

- **BSC Ordered the Substandard Structures abated on April 6, 2015**
- January 2016 LM 02-16 Call for Demolition Bids Posted
- **February 17, 2016 City Council awarded Demolition bid to Grant Mackay Inc**.
- March 21, 2016 City Manager signed contract for demolition $ 109,999.00
- **March 31, 2016 City Manager approved and signed Change order for demolition due to Asbestos Abatement costs $ 132,226.89**

ACTION:

☐ Ordinance ☐ Resolution

☐ Special Presentation ☐ Proclamation

☐ Finance Report ☐ Public Hearing

☐ Municode Codification

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

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

STAFF'S RECOMMENDATION: Motion to approve the City Council to forgive the interest and administrative fees of $81,199.58 on 1101 Delmar, La Marque, TX
(Staff requests fees and interest be forgiven pending full payment of costs incurred by the city within 90 days, totaling $133.315.67)

FISCAL IMPACT:

Ulrica Fontenot: 1101 Delmar

10% Interest Compounded yearly total to Date: $81,199.58

Administrative fees accrued to date on 2 liens: $200.00

Total owner requests Council to forgive: $81,399.58

Original lien $132,226.89, total after forgiveness of interest and admin fees.

Sec. 44-7. - Weed control.

(a) It shall be unlawful for any owner or occupant of any real property within the city to permit weeds to grow or remain on any such property in excess of 12 inches in height, when any such weeds are within 100 feet of any occupied building or dwelling within the city.

(b) It shall be unlawful and constitute an offense and creation and maintenance of a public nuisance for any person firm or corporation who shall own or occupy any lot or premises to suffer or permit weeds, grass or uncultivated plants other than trees to grow to a greater height than 12 inches on that portion of right-of-way which abuts such lot or premises between the centerline of such right-of-way and the property line of such lot or premises. Except, however, rights-of-way meeting any of the following definitions shall not be the responsibility of the abutting owner or occupants.

(1) Ditches exceeding a depth of four feet as determined by the city manager or his designee;

(2) Rights-of-way which governmental entities other than the city have a contractual obligation to maintain;

(3) Major arterial streets as determined by the city manager or his designee;

(4) Unpaved dedicated street rights-of-way;

(5) Street medians;

(6) Property owner in fee by the city.

(c) For the purposes of this section, the term "owner" shall mean any person who holds title to any land lying within the city and the term "occupant" shall mean any person being in possession of any such land. In any prosecution charging a violation of this section, proof that the person whose name is listed on the tax rolls of the city as being the owner of the lot or premises found to be in violation shall constitute in evidence a prima facie presumption that such person is the owner of such lot or premises; provided, however, that such presumption may be rebutted by the person charged with violating this section with evidence to the contrary; and provided further than the presumption established herein shall have the evidentiary consequences enumerated in Chapter 2 of the Texas Penal Code.

(d) The term "weeds," as used in this section, shall mean all rank vegetable growth which exhale unpleasant and noxious odors or high vegetable growth that may conceal rodents, other animals or filthy deposits.

(e) Whenever weeds have grown to a height of more than one foot, such condition shall be considered a nuisance, which means a condition dangerous to life or health.

(f) Should any person who owns any lot or building within the city allow a nuisance to go unabated after notice to such person to do so, in writing, or by letter addressed to such person at his post office address, and if personal service may not be had as aforesaid, or if the person's address be not known, the city may do or cause to be done, that which will abate such public nuisance, and may pay there for and charge the expenses incurred in doing such work or having such work done or improvements made, to the person who owns such lot or building. If such work is done or improvements made at the expense of the city, then such expenses shall be assessed on the real estate or lot upon which such expense was incurred.

(g) The city council hereby finds and declares that the administrative expenses incurred from inspecting, locating the owner, issuing notice, re-inspecting, ordering work done and submission of billing, filing of lien, together with all necessary incidents of same, will require a charge of $100.00 for each lot, tract or parcel of land, and such charge is hereby established and declared to be an expense of such work and improvement. Each act of

violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. This shall be in addition to any municipal court fees incurred which may carry a maximum fee of $200.00 plus court fees.

(h) The mayor or city clerk shall file a statement of expenses giving the amount of such expense, the date on which such work was done, and a description of the premises upon which such work was done or improvements made as incurred under subsection (g) with the county clerk of Galveston County, Texas. The city shall have a privileged lien on such lot or real estate upon which such work was done, or improvements made, to secure the expenditures so made, in accordance with article 4436, Texas Revised Civil Statutes, as amended, which lien shall be second only to tax liens or liens for street improvements, and such amount shall bear ten per cent (10%) interest per annum from the date the statement is filed. For any such expense and interest, as aforesaid, suit may be instituted and recovery and foreclosure of such lien may be had in the name of the city, and the statement of expenses so made, or a certified copy thereof, shall be prima facie proof of the amount expended for such work or improvements.

(i) Defenses to prosecution. It shall be a defense to prosecution that the vegetation is any of the following:

(1) Agricultural crops, except grass and hay, unless subsection (2) stated below applies;

(2) Hay that is grown for the specific purpose of cultivation and is a part of a predominantly homogeneous plant population may be grown to any height provided it is maintained in compliance with section 44-7(b) and is located no closer than 20 feet to an adjacent property under different ownership and on which any building or improvement exists;

(3) Cultivated trees;

(4) Cultivated shrubs;

(5) Flowers or other decorative ornamental plants under cultivation; or

(6) Wildflowers, but only until such time as seeds have matured following the final blooming of the majority of the plants.

(7) Property designated as and/or required by an ordinance to be maintained in its natural state shall be exempt from the provisions of this section.

(8) It shall not be an offense under this section to permit or allow weeds, grass, brush or other vegetation to grow to a height greater than 12 inches if they are growing in an area designated as a natural conservation area, preserve or habitat by any federal or state law or agency and the removing or cutting of the vegetation within that area is prohibited by the federal or state law or agency.

(Code 1972, § 11-6; Ord. No. 132; Ord. No. 299; Ord. No. 524; Ord. No. 985, §§ 1—3, 6-25-2007; Ord. No. 998, § 1, 6-23-2008)

LA MARQUE
EST 1953

CODE COMPLIANCE DIVISION

October 18, 2021

KIMBERLEY YANCY
K.YANCY@CITYOFLAMARQUE.ORG

Re: Lien Payoff Amount For: 1101 Delmar, La Marque, TX 77568
ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN / PARCEL 197284

GCC FILE	LIEN AMOUNT	10% INT CALCULATED YEARLY	ADMIN FEE	FILING FEE	TOTAL
2017044451	$1020.78	$473.74	$100.00	$30.00	$1,624.52
2016044730	$132,226.89	$80,725.84	$100.00	$38.00	$213,090.73
TOTAL OWED	$133,247.67	$81,199.58	$200.00	$68.00	$214,715.25

Dear Sir/Madam,

The above listed liens were filed for MOWING OR CLEANING pursuant to ORD. 44.7, Article VII and DEMOLITION OF SUBSTANDARD BUILDING pursuant to ORD. 14, Article VII located at 1101 Delmar, La Marque Texas 77568 from 2016 to 2017, totaling the amount of **$214,715.25.**

Please note the amounts due are good through July 20, 2022

To obtain release of the lien, please remit the total payment in the amount **$214,715.25 payable to the City of La Marque.**

If you have any questions or concerns regarding this matter, please contact Elizabeth Childs at (409) 938-9256.

Sincerely,

ELIZABETH CHILDS
CODE COMPLIANCE ADMINISTRATIVE ASST
e.childs@cityoflamarque.org

No. 214-794

CITY OF LA MARQUE	§	**CITY OF LA MARQUE**
	§	
VS.	§	**BUILDING STANDARDS**
	§	
George & Ulrica Fontenot	§	**COMMISSION**

ORDER

After Notice and hearing before the Building Standards Commission on **April 7, 2015** the case of AKA **George & Ulrica Fontenot**

was heard involving the property located at address **1101 Delmar, La Marque, Texas, 77568.**

After considering the evidence and the testimony of witness, the Building Standards Commission makes the following **FINDINGS**:

1. That the Defendants were properly notified of the public hearing in which violations of the City Ordinances and Codes that existed on said property were presented.
2. That after notice of said violation of the City Ordinance and Codes on their property, the Defendants failed to take action necessary for compliance with said ordinances.
3. That the Defendants were properly notified of the **April 7, 2015 ,** hearing before the Building Standards Commission
4. That the structure of the Defendants located at address **1101 Delmar, La Marque, Texas 77568** is substandard.
    - Structural beams do not support the dead loads of the structure
    - Exterior surfaces are not maintained weather resistant and water tight.
    - Corrosion and oxidation of metal surfaces have not been stabilized to prevent decay.
    - Roof and Flashings admit rain; fail to prevent dampness and deterioration on the interior portion of the structure.
    - Dangerous conditions of the structural members due to decay and neglect including the roof, support beams and sheer walls.
    - Decay resistance woods and other materials are lacking protection from the elements and have decayed.

- Portions or members or appurtenances are likely to fail, and to become detached or dislodged, or to collapse and thereby injure persons and / or damage property due to decay.
- Portions have warped, buckled and settled to such an extent that walls, roof and other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
- The deterioration, decay of its foundation is likely to partially or completely collapse.
- The structure has the potential to become an attractive nuisance to children: harbor for vagrants, vermin, criminals or immoral persons and may enable persons to resort there for the purpose of committing unlawful and /or immoral acts.
- The structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, inadequate sanitation facilities is determined to be unsanitary, unfit for human habitation and in such a condition that is likely to cause sickness and /or disease.

5. That the Structure of the Defendants located at **1101 Delmar, La Marque, Texas, 77568** is found to be substandard and in violation of the International Property Maintenance Code and City Code provision cited in the notice to the Defendants, and that there exists a threat or potential threat to the health, safety, and general welfare to the public.

THEREFORE, the Building Standards Commission of the City of La Marque hereby orders the following:

1. That the structure located at address **1101 Delmar, La Marque, Texas, 77568** is hereby ordered to be demolished by the City of La Marque. Demolition by the City of La Marque shall occur no sooner than **April 17, 2015.** Demolition by the property owner may occur at any time prior to this date.

Issued on this 7th day of April 2016

Deanie Barrett Chairperson
Building Standards Commission

INVITATION TO BID

CITY OF LA MARQUE

Sealed bids will be accepted for the following bid invitation until 10:00am Wednesday, February 17, 2016 at which time all bids will be publicly opened and read for:

LM 02-16
Demolition and Clearing Services

Bids must be submitted in duplicate on the proposal forms provided and enclosed in a sealed envelope and plainly marked on the outside of the envelope which clearly identifies it as being a bid. (ex: "BID ENCLOSED – LM 02-16).

Bids must be addressed to and delivered to:

City of La Marque
City Clerk
Attn: Robin Eldridge
1111 Bayou Rd.
La Marque, TX 77568

The City of La Marque reserves the right to accept or reject any or all bids and to accept only those proposals that are in the best interest of the City of La Marque.

A **Mandatory Pre-Bid Conference** for prospective bidders, suppliers, will be held on **FEBRUARY 10, 2016 at 10:00am** at the City of La Marque Council Chambers 1109-B Bayou Rd, La Marque, Texas in accordance with the Terms and Conditions paragraph 17. **No bid will be accepted by the City of La Marque if Bidder fails to attend the Mandatory Pre-Bid Conference.**

Please direct any questions regarding this bid or bid documents to: Code Compliance Supervisor at 409-938-9256 or k.vanstavern@cityoflamarque.org.

TERMS AND CONDITIONS
LM 02-16
Demolition and Clearing Services

1. Specifications and bidding documents may be secured from the Public Works Facility, 1500 Municipal Drive. La Marque, Texas 77568 or by contacting Cyndi Efird at 409-938-9280 or at c.efird@ci.la-marque.tx.us.

2. The City of La Marque reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.

3. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidders observations with this bid packet.

4. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. Bids will be rejected if:

   A. The envelope is not properly marked in a manner that clearly identifies it as a bid and is not delivered to Robin Eldridge, City Clerk.
   B. It is received after the advertised closing date and time for receipt of bids.
   C. It is submitted on a bid proposal form other than that provided by the City of La Marque; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
   D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address and phone number.
   E. A representative from the company is not present during the **Mandatory Pre-Bid Conference.**
   F. Contractor's Registration is not current with the City of La Marque.
   G. Contractor has not provided proof of current Workers Compensation Insurance. **(No exceptions).**

6. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.

7. The City of La Marque reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.

8. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**

9. No payment will be made to the contractor until all material and work is approved and accepted to the satisfaction of the City of La Marque; payment on invoice will then be net 30 days.

10. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable explanation.

11. A catalog, brand name or manufacturer's referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE;** it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.

12. **CONTRACT TERM**: This contract will expire on **April 15, 2016**. All work should be completed prior to the expiration date.

13. The vendor hereby assigns to the purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., §1, et. Seq. (1973).

14. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.

15. Bids received after the closing time will be returned unopened.

16. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1111 Bayou Road, La Marque, Texas 77568 or other designated site.

17. A **Mandatory Pre-Bid Conference** between the Building Official and Prospective Bidders will be held to make certain that the scope of this work is fully understood and to answer any questions concerning the work. No Addenda will be issued at the meeting, but subsequent thereto, if necessary to clarify any questions and addendum will be issued. The **Mandatory Pre-Bid Conference** will be held on **Wednesday, February 10, 2016 at 10:00am** local time at the City of La Marque Council Chambers, 1109-B Bayou Road, La Marque, Texas 77568. No bid will be accepted by the City of La Marque if Bidder fails to attend the **Mandatory Pre-Bid Conference.**

18. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

20. A **Pre-Bid Conference** between the Building Official and Prospective Bidders will be held to make certain that the scope of this work be fully understood and to answer any questions concerning the work. No addenda will be issued at the meeting, but subsequent thereto, if necessary to clarify any questions and addendum will be issued. The **Pre-Bid Conference** will be held February 10, 2016 at 10:00 am local time at the City of La Marque Council Chambers located at 1109-B Bayou Rd., La Marque Texas 77568.

PRICE REVISION CLAUSE:

Whenever possible, the City of La Marque desires firm prices for the full contract period. It is recognized by the City of La Marque that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES:

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City of La Marque to accept prices increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the City of La Marque reserves the right to obtain a different source of items which have been increased in price.

DECREASES:

If a vendor does take advantage of this "price revision clause", the City of La Marque will expect any decreases in cost from the bidders source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City of La Marque must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS

LM 02-16
DEMOLITION AND CLEARING SERVICES

LOCATION

1.	**Property Address:**	1101 Delmar, La Marque, TX 77568
	Legal Description:	ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN PARCEL # R197284

SCOPE OF WORK AND SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision and waste and hazardous materials disposal fees and incidentals for the demolition and clearing of the residential properties listed. It is the contractor's responsibility to follow all City, State and Federal Guidelines in regards to hazardous materials, such as, but not limited to, lead based paint or asbestos that maybe present in these structures. All work shall be performed in accordance with all Local, State and Federal regulations in addition to the following:

a. Obtain all necessary permits

b. Make arrangements with Utility Providers to disconnect all utility services to structures; including but not limited to capping the water line sewer line and removing private gas lines at the property line by a licensed plumber.

c. Demolish and remove all structures and foundation as specified (swimming pool and accessory structure only)

d. Remove:
All trash/debris/rubbish/tree limbs from the property
Clear all overgrowth, shrubs, saplings, dead trees
All vehicles/boats/trailers from property
Mailbox from the property if main structure is removed
Mow all grass and weeds including ditches and easements
Remove all perimeter fencing, including posts

e. As needed, build up lot with fill dirt particularly where structures are removed

f. Grade lot smooth for mowing and proper drainage

g. Asbestos inspections and abatements as required per Texas Department of State Health Services where applicable by TDSHS regulations. **(This property was abated of 90% of the asbestos and certification was given to the previous Building Official in 2010 in order to receive a demolition permit.)**

CITY OF LA MARQUE

CONTRACT FOR SERVICES

DEMOLITION OF STRUCTURES,CLEAN UP & DEBRIS REMOVAL

This agreement is entered into between the City of La Marque, located in Galveston, County Texas, and D.B.A. Grant Mackay Company Inc. (CONTRACTOR) for the demolition, rubbish, trash, debris, clean up and removal of the following properties as herein described

DEMO ORDER	ADDRESS	PARCEL #	DEMO BID
1.	1101 DELMAR, LA MARQUE, TEXAS 77568	R197284	$109,999.00

Contractor is engaged in the business of demolition and clearing services. Contractor submitted a qualified bid for the demolition, rubbish, trash and debris removal within the city limits of The City of La Marque, Texas as described in awarded bid, LM 06-16, attached hereto, which is a bid accepted by the City of La Marque . In consideration of the terms and other good and valuable consideration, the contractor and the City of La Marque mutually agree as follows:

1. Contractor agrees to furnish labor materials and equipment necessary to demolish, grade, fill, clean, landfill costs, labor, supervision, and removal of waste, hazardous materials, trash, rubbish and debris, and clearing of residential, commercial and vacant lots, travel cost and fees required to complete the requested service as described in the awarded bid, LM 02-16, in a timely manner for the amount of compensation as described in the accepted bid. Contractor fully agrees to comply with all aspects of the bid specifications described in LM 02-16 and this contract.

2. Demolition: It is the contractor's responsibility to follow all City, State and Federal Guidelines in regards to hazardous materials, such as, but not limited to, lead based paint or asbestos that may be present in these structures. All work shall be performed in accordance with all Local, State and Federal regulations in addition to the following:

a. Conduct asbestos inspections and abatements as required per Texas Department of State Health Services where applicable by TDSHS regulations. ABATEMENT WILL BE DEALT WITH AS A CHANGE ORDER. NM

b. Obtain all necessary permits. (permit fees are waived by the City of La Marque for this property only.)

c. Capping of all water line and sewer line and removing private gas lines at the property line by a licensed plumber

d. Demolish and remove all structures and foundation.

e. Remove: All trash/debris/rubbish/tree limbs, fences from the property
All building materials (bricks, glass, wood, metal etc) from demolition of this property must be removed completely and disposed of properly.
All vehicles/boats/trailers from property
If needed mow all grass and weeds
Remove all fencing surrounding the school except where clearly marked by Code Compliance Supervisor to remain.
Remove flag pole

f. As needed, build up lot with fill dirt particularly where structures are removed

g. Grade lot smooth for mowing and proper drainage

h. Due to the historical and sentimental value of this property to the citizens of La Marque the contractor will remove and secure the façade containing the school name " LAMARQUE SCHOOL" and take extreme care to preserve it without damage then place in a safe

place on the property until the City of La Marque removes it. The City asks that approximately one truck load of bricks removed during the demolition be placed at the corner of the property closest to Hwy 3, to allow a safe place for citizens to select bricks for souvenirs.

1. Clean-ups: Clean-up services include cleaning and/or clearing activities. Cleaning activities shall include, but not be limited to, the removal of rubbish, junk, tires, scrap metal, debris, building/remodeling materials, discarded appliances, etc.; as well as all items and materials identified by the Code Compliance Supervisor as illegally dumped materials. Clearing activities shall include, but not be limited to brush clearing, removal of dead trees and tree limbs, etc. All clean-up services shall require the Contractor to pick-up and remove all litter and miscellaneous debris from the assigned Property. Upon completion, the assigned Property shall be free of litter, tire tracks, or ruts from equipment. All loose debris that falls or is thrown by equipment or personnel upon the pavement streets, sidewalks, driveways, or adjacent properties through the actions of the Contractor or his work crew shall be removed from the area. Contractor should resolve all uncertainties of questionable items and materials with Code Compliance Supervisor prior to removal of said items or materials.

Litter Removal. The Contractor shall pick-up and remove all litter and miscellaneous debris throughout the Property. The Contractor shall remove all litter from the sidewalks, and rights-of-way and properly dispose of it. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, who agrees to be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken, during maintenance operations, shall be completely removed from the Property immediately.

3. Contractor shall be responsible for performing the work under this contract in a safe and skillful manner and shall be liable for the Contractor's own negligence and the negligent acts of Contractor's employees. The Contractor has the sole obligation to protect and warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense take such precautionary measures for the protection of persons, property and the work as may be necessary.
4. The City of La Marque shall have the right of control over the manner and quality in which the work is to be done and shall not be Charged with the responsibility or preventing risk to the Contractor or Contractor's employees.
5. The Contractor shall furnish all labor, supervision, tools, machinery, equipment, materials, supplies, parts, repairs, transportation, mobilization, insurance, permits, reports, incidentals and quality control necessary to provide demolition and clean up services (including unforeseen hazards such as removal of bees and snakes).
   All work shall be done at Contractor's risk. The Contractor shall have equipment necessary to perform and complete all aspects of the services described herein. The Contractor shall have sufficient work force to complete the work assignments in a timely manner.
6. The Contractor shall complete and be responsible for all work as specified, indicated, or described in Contract Documents. The Contractor shall complete and be responsible for all extra work as described in this agreement. All work and materials furnished shall be in strict conformity with Contract Documents. The substantial completion of the work of the work shall not excuse the contractor from performing all the work undertaken whether of a minor or major nature, and thereby completing the project in accordance with Contract Documents. In the event that the Contractor fails to perform the work as required for final completion, the City may contract with a third party to complete the work and the contractor shall assume and pay the costs of the performance of the work specified or contemplated by the Contract Documents.
7. The Contractor's work and equipment shall comply with all local, state and federal laws, municipal ordinances and regulations. The Contractor shall remove all waste and rubbish in accordance with the City of La Marque ordinance and all laws of the State of Texas.
8. The date beginning the work request and the date for the final completion of the work are essential conditions of this agreement. The work request shall be performed and completed by APRIL 15, 2016 . This date shall not be extended under any circumstances. Contractor shall consider allotment for bad weather that may prevent performance of the work. There shall be NO extensions to the work. The Contractor will be expected to perform services as required. The Contractor shall be prepared to perform the work in the most expedient manner possible and complete the same on or before APRIL 15, 2016.
9. Contractors shall insure that their vehicles used at a site will be clearly labeled with the name of their company when performing services for the City of La Marque. There shall be a minimum of one worker at each job site with the ability to communicate orally or in writing with the Code Compliance Supervisor. The Contractor shall refer any citizen question or complaints at any assigned job site to the Code Compliance Supervisor. Contractors shall maintain a courteous demeanor at all times while performing work under the City of La Marque Contract.
10. No payment will be made to the contractor until all work is approved and accepted to the satisfaction of the City of La Marque, after the approval, the invoice will be submitted and the payment will be mailed within (30) thirty business days to the contractor

Attn: Kathleen Van Stavern
Code Compliance Supervisor
1111 Bayou Road
La Marque, Texas 77568
Office Tel. 409-938-9256
Cell Tel. 409-682-2444
E-mail: kvanstavern@cityoflamarque.org

11. INDEMNIFICATION
    The contractor shall agree to defend, indemnify, and hold the City of La Marque and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agents, servant, or employee of

Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees. The contractor shall further agree that it shall at all times exercise reasonable precaution on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with Contractor.
The contractor shall acknowledge to defend, indemnify, and hold the City and all of its officers,agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature described here have been paid, discharged, or waived.

12. The Contractor will indemnify the City of La Marque against any and all liability, losses fines or judgments including costs, attorney fees and other expenses for death or injuries to persons or property arising out of or in connection with Contractor's performance of the described duties. The City of La Marque will give the Contractor prompt written notice if any demand, claim, or suit against the City of La Marque, and Contractor shall have the right to compromise or defend the matter to the extent of the Contractor's own interest
13. Employment of Contractor shall commence on FEBRUARY 23, 2016 and the contract shall remain in full force until **APRIL 15, 2016**, at which time this contract will expire. All work must be completed and approved by the City of La Marque Code Compliance Supervisor in writing, via e-mail, prior to the expiration date.
14. The City shall have the right to order the work of the contractor and/or any of his employees and subcontractors wholly or partially to be stopped immediately under any or more of the following conditions:
    - The work may be ordered to be stopped immediately if in the judgment of the City, any of the work being done is not in strict accordance with this agreement;
    - The work may be ordered to be stopped immediately if there is any legal action such as, but not limited to Injunctions received by the City, or ordered by the City of La Marque Building Standards Commission, or City of La Marque City Council, or any other body having jurisdiction; or

25. This contract represents the entire agreement between the Contractor and the City of La Marque. It is the intention of the parties that this contract supersedes any and all prior verbal or written agreements or understandings between the parties relating to the employment of Contractor for the purposes stated. The parties of this contract acknowledge that they have read, understand and agree to the terms and conditions of this agreement. The Contractor may not assign or otherwise transfer this agreement or any rights or obligations here under without the prior written consent of the City of La Marque. It is agreed and understood that this agreement may be executed in a number contracts of the same for the same work for the City of La Marque with other Contractors.

Read, understood and accepted on this 21 of ~~February~~ March 2016

City of La Marque:

Carol Bottler
City Manager

Contractor:

Contractor
Grant Mackay Company Inc.

GRANT MACKAY
DEMOLITION Co.

NATIONAL DEMOLITION ASSOCIATION

Confidential

March 24, 2016

Attention: Ms. Kathleen VanStavern
City of La Marque
1111 Bayou Road
La Marque TX 77568

RE: 1101 Delmar Demolition and Asbestos Abatement Change Order

Dear Ms. VanStavern:

We thank you again for this opportunity to offer our services to your organization. Grant Mackay Co. will perform all work as noted here-in for payment of the amounts listed in the schedule of values below.

1101 Delmar Change Order	Cost	10% Mark-Up
Asbestos Survey and Report	$ 4,170.00	$ 4,587.00
Air Monitoring	$ 5,300.00	$ 5,830.00
Asbestos Abatement	$ 9,600.00	$ 10,560.00
Non-Friable Asbestos Disposal	$ 1,250.00	$ 1,250.00
Sub Total Asbestos	$ 20,320.00	$ 22,227.00
Original Bid	$ 109,999.89	$ 109,999.89
GRAND TOTAL	$ 130,319.89	$ 132,226.89

The above costs are broken out below more thoroughly:

- ASE Initial Survey and Report - **$4170.00**. See vendor quotes provided.
- The Asbestos Survey, Reporting and Air Monitoring are costs provided from ASE Services and are marked up 10%;
    - Asbestos Specs and Bid Walk- $500.00
    - NESHAP Air Monitor during abatement- $600/Day @ 4 Days
    - Air Monitoring during Demo- $600/Day @ 4 days
    - Total was **$5300.00**
- We conducted a bid for asbestos abatement and awarded the abatement to the lowest successful bidder Sitek Omni @ **$9600.00** for 4 days. We have also marked this up 10%;
- ASE will conduct Air Monitoring during the 4 days of asbestos abatement and four days of demolition,
- We have accounted for an additional 10 loads of Asbestos Containing Material for non-friable materials in areas where it is not safe to abate prior to demolition. The additional $6.25 is the added cost to dispose asbestos construction debris.
    - Additional 200 CY X $6.25 = **$1250.00**

Please let us know if you any questions or need additional clarifications.

Sincerely,

Brice Ebersole
Project Manager / Estimator
Grant Mackay Co, Inc.
281.995.8077
brice@grantmackayco.com

Accepted:	**Confirmed:**
The above prices, scope of work, and EXCLUSIONS are satisfactory and are hereby accepted. Once bid is accepted, this bid becomes part of the contract. Buyer: _____ Signature: _____ Date: _____	Grant Mackay Co Inc. Authorized Signature: _____ Estimator: _____

GRANT MACKAY
DEMOLITION Co.

NATIONAL DEMOLITION ASSOCIATION

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

Confidential

March 24, 2016

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City of La Marque
1111 Bayou Road
La Marque TX 77568

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    - Total was **$5300.00**
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- ASE will conduct Air Monitoring during the 4 days of asbestos abatement and four days of demolition;
- We have accounted for an additional 10 loads of Asbestos Containing Material for non-friable materials in areas where it is not safe to abate prior to demolition. The additional $6.25 is the added cost to dispose asbestos construction debris.
    - Additional 200 CY X $6.25 = **$1250.00**

Please let us know if you any questions or need additional clarifications.

Sincerely,

Brice Ebersole
Project Manager / Estimator
Grant Mackay Co, Inc.
281.995.8077
brice@grantmackayco.com

Accepted:	**Confirmed:**
The above prices, scope of work, and EXCLUSIONS are satisfactory and are hereby accepted. Once bid is accepted, this bid becomes part of the contract. Buyer: City of La Marque Signature: [signature] Date: 03/31/2016	Grant Mackay Co Inc. Authorized Signature: _____ Estimator: _____

City of La Marque
Code Compliance Division
1111 Bayou Road
La Marque TX 77568
Tel 409-938-9256 **Fax** 409-935-0401

INVOICE : 1001CDEF

07/30/2016

BILL TO: INDIVIDUALLY
AND COLLECTIVELY:

George R. & Johnny &
Ulrica Fontenot
114 N. Foster Rd.
Texas City, TEXAS 77591

INSTRUCTIONS:

PAYMENT DUE BY JULY 30, 2016
PAYABLE TO :
CITY OF LA MARQUE
1111 BAYOU RD, LA MARQUE, TEXAS 77568

LEGAL DESCRIPTION:
1101 DELMAR ST,
ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN
(PARCEL # R197284)

PROPERTY ADDRESS	DESCRIPTION	UNIT PRICE	TOTAL
1101 DELMAR, LA MARQUE, TX. 77568 OLD LA MARQUE ELEMENTRY SCHOOL.	**DEMOLITION OF ALL STRUCTURES, FENCES, SIDEWALKS, DEBRIS REMOVAL AND CLEAN UP.**		**$109,999.89**
1101 DELMAR, LA MARQUE, TX. 77568 "OLD LA MARQUE SCHOOL"	**STATE REQUIRED ASBESTOS INSPECTION, SURVEY, ABATEMENT AND AIR MONITORING DURING DEMOLITION.**		**$22,227.00**
	ADMINISTRATIVE FEE		**$100.00**
		SUBTOTAL	$ 132,326.89
		TOTAL DUE BY: 07 / 30 / 2016	$132,326.89

NOTICE OF ORDER AND LIEN AGAINST PROPERTY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT
COUNTY OF GALVESTON §

On this the **7th** day of **April, 2016**, the Building Standards Commission of La Marque, Texas convened in a regularly scheduled meeting with the following members thereof present:

Deanie Barrett, Chairman
Bart Jennings
Louis McGaffey
Trina Phillips
Billy Jefferson
Augustino Molis (Alternate)

When the following proceedings, among others, were had, to-wit:

WHEREAS, pursuant to Ord. 449, Chapter 54 of the Texas Local Government Code and Chapter 14, Article VII of the Code of Ordinances of the City of La Marque issued an ORDER to demolish the structure to the owner(s) of the premises described as:

ABST 150 JD MOORE SUR NEW SCHOOL TRACT(0-1) LAMAR ADDN / R197284

WHEREAS, the structure was not eliminated within the time prescribed by said ORDER; and

WHEREAS, as a result of such failure to demolish the structure the Building Standard Commission ORDERED its abatement by the City of La Marque. In addition, the Building Standard Commission ORDERED that the cost of abatement, administrative fees, together with a civil penalty of **$132,352.89**, be assessed as a lien against the real property; and

WHEREAS, the structure was abated by the City; and

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, be it ORDERED AND DECREED by the City of La Marque of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this ORDER are found and determined to be true and correct.

II.

That the total cost of abatement, plus the civil penalty, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this ORDER be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of the City of La Marque.

IV.

That by assessing and filing this lien, the City of La Marque does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

FILED this the 25th day of July, 2016.

City of La Marque

SHERLYN WILLIAMS, DEVELOPMENT SERVICES

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged by ROBIN ELDRIDGE City Clerk, of the City of La Marque, Galveston County, Texas, a Municipal Corporation, on this 25 day of July, 2016, on behalf of said City.

NOTARY PUBLIC STATE OF TEXAS
ROBIN R. ELDRIDGE
My Commission Expires
July 16, 2018

Notary Public for Galveston County,
State of Texas

RETURN TO:
SHERLYN WILLIAMS, DEVELOPMENT SERVICES
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

EXHIBIT "A"

NAME OF PROPERTY OWNER(S):

George R Johnny & Ulrica Fontenot, 114 N Foster Rd., Texas City, TX 77591

STREET ADDRESS OF PROPERTY:

1101 DELMAR, LAMARQUE, TX. 77568

LEGAL DESCRIPTION OF PROPERTY:
(R197284): ABST 150 JD MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN

DATE OF BUILDING STANDAND COMMISSION ORDER TO DEMOLISH STRUCTURE:

APRIL 7, 2016

STATEMENT OF COSTS:

Demolition and/or removal costs	$109,999.89
Legal Notification by Publication	
Title Report	
Administrative Fee	$100.00
STATE REQUIRED ASBESTOS INSP., SURVEY, ABATEMENT AND AIR MONITORING DURING DEMO	22,227.00
Filing Fee	26.00
Total Cost of Abatement	**$132,352.89**

Exhibit 15

City of La Marque •
Code Compliance Division
1111 Bayou Road
La Marque TX 77568
Tel 409-938-9256 **Fax** 409-935-0401

INVOICE

BILL TO: INDIVIDUALLY AND COLLECTIVELY:

George R. & Johnny &
Ulrica Fontenot
114 N. Foster Rd.
Texas City, TEXAS 77591

LEGAL DESCRIPTION:
1101 DELMAR ST,
ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN
(PARCEL # R197284)

INSTRUCTIONS:

PAYMENT DUE BY JUNE 30, 2016
PAYABLE TO :
CITY OF LA MARQUE
1111 BAYOU RD, LA MARQUE, TEXAS 77568

PROPERTY ADDRESS	DESCRIPTION	UNIT PRICE	TOTAL
1101 DELMAR, LA MARQUE, TX. 77568 OLD LA MARQUE ELEMENTRY SCHOOL.	**DEMOLITION OF ALL STRUCTURES, FENCES, SIDEWALKS, DEBRIS REMOVAL AND CLEAN UP.**		**$109,999.89**
1101 DELMAR, LA MARQUE, TX. 77568 "OLD LA MARQUE SCHOOL"	**STATE REQUIRED ASBESTOS INSPECTION, SURVEY, ABATEMENT AND AIR MONITORING DURING DEMOLITION.**		**$22,227.00**
	ADMINISTRATIVE FEE		**$100.00**
	SUBTOTAL		**$ 132,326.89**
	TOTAL DUE BY: 06 / 30 / 2016		**$132,326.89**

FILED AND RECORDED

Instrument Number: *2016044730*

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 07/25/2016 2:56PM

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.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

NOTICE OF ASSESSMENT OF LIEN AGAINST PROPERTY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT
COUNTY OF GALVESTON §

WHEREAS, pursuant to Ordinance 524, Chapter 44, Article I, Section 44-7 of the Code of Ordinances of the City of La Marque, relating to weed control within the corporate limits of La Marque, Galveston County, Texas with the use of Municipal employees or agents, this Affidavit for Lien is made; and

WHEREAS, the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and health condition, thereby creating a nuisance that required abatement by the City of La Marque, Galveston County, Texas; and

WHEREAS, the nuisance was not eliminated within the time prescribed by said DIRECTIVE; and

WHEREAS, as a result of such failure to correct the nuisance the City of La Marque directed its abatement. In addition, the cost of **$1020.78** administrative fees of **$130.00** as well as accumulated interest of **$337.88** be assessed as a lien against the real property, for a total of **$1488.66. Located at: 1101 DELMAR, LAMARQUE, TX 77568,**
ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN / R197284
WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, be it ORDERED AND DECREED by the City of La Marque of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this ASSESSMENT OF LIEN are found and determined to be true and correct.

II.

That the total cost of abatement, plus the administrative fees, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this ASSESSMENT OF LIEN be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of the City of La Marque.

IV.

That by assessing and filing this lien, the City of La Marque does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

FILED this the 3 day of July, 2017

City of La Marque

Sherlyn Williams

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me, a Notary Public for the City of La Marque, Galveston County, Texas, a Municipal Corporation, on this 3 day of July, **2017**, on behalf of said City.

Patty Rees
Notary Public for Galveston County,
State of Texas

PATTY REES
Notary ID # 128392176
My Commission Expires
September 20, 2018

EXHIBIT "A"

NAME OF PROPERTY OWNER(S): **FONTENOT, GEORGE R & JOHNNY & ULRICA**

STREET ADDRESS OF PROPERTY: **1101 DELMAR, LAMARQUE, TX 77568.**

LEGAL DESCRIPTION OF PROPERTY (including CAD account number): **ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN / R197284**

DATE(S) OF DIRECTIVE TO CORRECT VIOLATION OF CHAPTER 44, ARTICLE I, SECTION 44-7

7/9/2015

STATEMENT OF COSTS:

Mowing Cost	$1020.78
TOTAL INTEREST	$ 337.88
	$100.00
Filing Fee	$30.00
Total Cost of Abatement	$1488.66

RETURN TO:
DEVELOPMENT SERVICES DEPARTMENT
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

FILED AND RECORDED

Instrument Number: *2017044451*

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 07/20/2017 11:58AM

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.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Galveston CAD

Property Search > 197284 FONTENOT GEORGE R & JOHNNY & ULRICA for Year 2021

Tax Year: 2021

Property

Account

Property ID:	197284	Legal Description:	ABST 150 J D MOORE SUR NEW SCHOOL TRACT (0-1) LAMAR ADDN
Geographic ID:	4530-0000-0000-001	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1101 DELMAR DR LA MARQUE, TX 77568	Mapsco:	
Neighborhood:	LAMAR	Map ID:	284-A
Neighborhood CD:	4530		

Owner

Name:	FONTENOT GEORGE R & JOHNNY & ULRICA	Owner ID:	581662
Mailing Address:	114 N FOSTER RD TEXAS CITY, TX 77591	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$74,150	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$74,150		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$74,150		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$74,150		

Taxing Jurisdiction

Owner: FONTENOT GEORGE R & JOHNNY & ULRICA
% Ownership: 100.0000000000%
Total Value: $74,150

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C32	LA MARQUE CITY	0.550764	$74,150	$74,150	$408.39

CAD	APPRAISAL DISTRICT	0.000000	$74,150	$74,150	$0.00
D02	DRAINAGE #2	0.048552	$74,150	$74,150	$36.00
GGA	GALVESTON COUNTY	0.414940	$74,150	$74,150	$307.68
J05	MAINLAND COLLEGE	0.267700	$74,150	$74,150	$198.50
RFL	CO ROAD & FLOOD	0.009560	$74,150	$74,150	$7.09
S15	LA MARQUE ISD-DISSOLVED	0.000000	$74,150	$74,150	$0.00
S18	TEXAS CITY ISD	1.351300	$74,150	$74,150	$1,001.99
	Total Tax Rate:	2.642816			
				Taxes w/Current Exemptions:	$1,959.65
				Taxes w/o Exemptions:	$1,959.65

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	PU	PU	8.9589	390250.00	0.00	0.00	$74,150	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	$0	$74,150	0	74,150	$0	$74,150
2020	$0	$74,150	0	74,150	$0	$74,150
2019	$0	$74,150	0	74,150	$0	$74,150
2018	$0	$74,150	0	74,150	$0	$74,150
2017	$0	$74,150	0	74,150	$0	$74,150
2016	$100	$74,150	0	74,250	$0	$74,250
2015	$100	$74,150	0	74,250	$0	$74,250
2014	$100	$74,150	0	74,250	$0	$74,250
2013	$100	$74,150	0	74,250	$0	$74,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/14/2012	SWD	SPECIAL WARRANTY DEED	GREIG ROBERT	FONTENOT GEORGE R & JOHNNY & ULRICA		2012051045	2012051045
2	10/1/2009	SWD	SPECIAL WARRANTY DEED	NASCHKE NARCISSA & BERTRAM TR	GREIG ROBERT		2009055222	2009055222
3	8/18/2009	AFF	AFFIDAVIT OF OWNERSHIP/HEIRSHIP	ISD-LA MARQUE	NASCHKE NARCISSA & BERTRAM TR		2009046342	2009046342

Tax Due

Property Tax Information as of 11/29/2021

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (409) 935-1980

© N. Harris Computer Corporation

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9i**
Prepared by: K.Van Stavern Reviewed by:
Department: Code Compliance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the forgiveness of all interest and administrative fees incurred by the City of La Marque for the demolition and weed control of a property located at 2414 Stonewall, La Marque, Tx 77568

☐ **ATTACHMENTS FOR REFERENCE**

1. Recorded liens
2. Lien Payoff Documentation submitted to requestor
3. Document with total of administrative fees and interest to be forgiven by the city

STAFF BRIEFING:

- Current property owner requested all fees on city issued liens be forgiven
- Current owner plans to build a new single family home on this location
- Current owner/developer has built numerous single family homes in LM
- 10% Interest is compounded yearly on liens $25,067.57 to date
- Administrative fees totaling $3100.00 to date

Has City Attorney OR Special Legal Counsel reviewed and approved?
Yes

Have you discussed availability of funds/accounts with Finance Director?
Has Finance Director verified Purchasing Policy followed?
No expenditures expected by city

Have you presented your project to the Grants Administration Team and City Manager?
N/A

HISTORY:

- **Mowing liens filed 10/08/1986, 07/08/1988, 09/08/1988, 10/31/1988, 10/17/1989, 06/28/1990, 08/28/1990, 10/30/1990, 05/07/1991, 07/25/1991, 09/20/1991, 05/19/1992, 09/28/1992, 06/09/1993, 09/30/1993, 12/20/1993, 07/12/1994, 08/08/1994, 11/18/1994, 05/25/1995, 06/26/1995, 08/17/1995, 10/18/1995, 06/03/1996, 08/14/1996, , 11/21/1996, 07/14/1997, 07/31/2015, 06/10/2020, 06/10/2020, 06/11/2020**

TARGET IMPLEMENTATION: March 13, 2022

CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

- **Mowing liens filed 10/08/1986, 07/08/1988, 09/08/1988, 10/31/1988, 10/17/1989, 06/28/1990, 08/28/1990, 10/30/1990, 05/07/1991, 07/25/1991, 09/20/1991, 05/19/1992, 09/28/1992, 06/09/1993, 09/30/1993, 12/20/1993, 07/12/1994, 08/08/1994, 11/18/1994, 05/25/1995, 06/26/1995, 08/17/1995, 10/18/1995, 06/03/1996, 08/14/1996, , 11/21/1996, 07/14/1997, 07/31/2015, 06/10/2020, 06/10/2020, 06/11/2020**

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve forgiveness of the interest and administrative fees of $28,167.84 on city issued liens for 2414 Stonewall , La Marque, TX (Staff requests fees and interest be forgiven pending full payment of costs incurred by the city within 90 days, totaling $2308.60)

FISCAL IMPACT: **self explanatory**

Censeo Homes: 2414 Stonewall

10% Interest Compounded yearly total to Date: $25,067.57

Administrative fees accrued to date on 32 liens: $3100.00

Total owner requests Council to forgive: $28,167.84

LA MARQUE
EST 1953

CODE COMPLIANCE DIVISION

November 1, 2021

MAGGIE KIRKPATRICK
5325 KATY FWY, STE 2
HOUSTON, TX 77007

Re: Lien Payoff Amount For: 2414 Stonewall, La Marque, TX 77568
ABST 150 J D MOORE SUR N PT OF LOTS 13 (13-1) & 15 (15-1) ISAAC O BELL 1ST ADDN / PARCELS 195064 & 195066

GCC FILE	LIEN AMOUNT	10% INT CALCULATED YEARLY	ADMIN FEE	FILING FEE	TOTAL
8639052	$40.00	$1926.15	$100.00	-0-	$1786.15
8825794	$60.00	$1333.51	$100.00	-0-	$1493.51
8832466	$60.00	$1333.51	$100.00	-0-	$1493.51
8844006	$60.00	$1333.51	$100.00	-0-	$1493.51
8934522	$60.00	$1206.83	$100.00	-0-	$1366.83
9022049	$60.00	$1091.66	$100.00	-0-	$1146.96
9030788	$60.00	$1091.66	$100.00	-0-	$1146.96
9037199	$60.00	$986.96	$100.00	-0-	$1146.96
9115644	$60.00	$986.96	$100.00	-0-	$1146.96
9125502	$60.00	$891.79	$100.00	-0-	$1051.79
9134618	$60.00	$726.60	$100.00	-0-	$886.60
9220131	$60.00	$891.79	$100.00	-0-	$1051.79
9238631	$60.00	$891.79	$100.00	-0-	$1051.79
9325391	$60.00	$726.60	$100.00	-0-	$886.60
9343679	$60.00	$726.60	$100.00	-0-	$886.60
9401633	$60.00	$805.26	$100.00	-0-	965.26
9433099	$60.00	$726.60	$100.00	-0-	886.60
9436610	$60.00	$726.60	$100.00	-0-	$886.60
9450686	$60.00	$715.09	$100.00	-0-	$875.09
9520196	$59.94	$654.44	$100.00	$9.00	$823.38

LA MARQUE
EST 1953

CODE COMPLIANCE DIVISION

9526102	$68.94	$752.70	$100.00	$9.00	$930.64
9532596	$77.94	$850.96	$100.00	$9.00	$1037.90
9540858	$59.94	$654.44	$100.00	$9.00	$823.38
9623206	$59.94	$589.49	$100.00	$9.00	$758.43
9633814	$68.94	$679.04	$100.00	$9.00	$855.94
9649308	$50.96	$501.94	$100.00	$9.00	$661.90
9726712	$34.00	$334.89	$100.00	$9.00	$477.89
2017044429	$290.00	$2596.75	$100.00	$30.00	$3016.75
2020032567	$59.00	$64.90	$100.00	$30.00	$253.90
2020032568	$59.00	$64.90	$100.00	$30.00	$253.90
2020032570	$59.00	$64.90	$100.00	$30.00	$253.90
2020032571	$59.00	$64.90	$100.00	$30.00	$253.90
TOTAL OWED	$2,086.60	$25,067.57	$3,100.00	$222.00	$32,051.88

Dear Sir/Madam,

The above listed liens were filed for MOWING OR CLEANING located at 2414 Stonewall, La Marque Texas 77568 from 1986 - 2020 pursuant to ORD. 44.7, Article VII, totaling the amount of **$32,051.88** .

Please note the amounts due are good through November 5, 2021

To obtain release of the lien, please remit the total payment in the amount **$32,051.88** payable to the City of La Marque.

If you have any questions or concerns regarding this matter, please contact Elizabeth Childs at (409) 938-9256.

Sincerely,

ELIZABETH CHILDS
CODE COMPLIANCE ADMINISTRATIVE ASST

CITY CHARTER Section 13.03 – Power to Settle Claims.

The city council shall have the power to compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the city, including suits by the city to recover delinquent taxes.

Sec. 44-7. - Weed control.

(a) It shall be unlawful for any owner or occupant of any real property within the city to permit weeds to grow or remain on any such property in excess of 12 inches in height, when any such weeds are within 100 feet of any occupied building or dwelling within the city.

(b) It shall be unlawful and constitute an offense and creation and maintenance of a public nuisance for any person firm or corporation who shall own or occupy any lot or premises to suffer or permit weeds, grass or uncultivated plants other than trees to grow to a greater height than 12 inches on that portion of right-of-way which abuts such lot or premises between the centerline of such right-of-way and the property line of such lot or premises. Except, however, rights-of-way meeting any of the following definitions shall not be the responsibility of the abutting owner or occupants.

(1) Ditches exceeding a depth of four feet as determined by the city manager or his designee;

(2) Rights-of-way which governmental entities other than the city have a contractual obligation to maintain;

(3) Major arterial streets as determined by the city manager or his designee;

(4) Unpaved dedicated street rights-of-way;

(5) Street medians;

(6) Property owner in fee by the city.

(c) For the purposes of this section, the term "owner" shall mean any person who holds title to any land lying within the city and the term "occupant" shall mean any person being in possession of any such land. In any prosecution charging a violation of this section, proof that the person whose name is listed on the tax rolls of the city as being the owner of the lot or premises found to be in violation shall constitute in evidence a prima facie presumption that such person is the owner of such lot or premises; provided, however, that such presumption may be rebutted by the person charged with violating this section with evidence to the contrary; and provided further than the presumption established herein shall have the evidentiary consequences enumerated in Chapter 2 of the Texas Penal Code.

(d) The term "weeds," as used in this section, shall mean all rank vegetable growth which exhale unpleasant and noxious odors or high vegetable growth that may conceal rodents, other animals or filthy deposits.

(e) Whenever weeds have grown to a height of more than one foot, such condition shall be considered a nuisance, which means a condition dangerous to life or health.

(f) Should any person who owns any lot or building within the city allow a nuisance to go unabated after notice to such person to do so, in writing, or by letter addressed to such person at his post office address, and if personal service may not be had as aforesaid, or if the person's address be not known, the city may do or cause to be done, that which will abate such public nuisance, and may pay there for and charge the expenses incurred in doing such work or having such work done or improvements made, to the person who owns such lot or building. If such work is done or improvements made at the expense of the city, then such expenses shall be assessed on the real estate or lot upon which such expense was incurred.

(g) The city council hereby finds and declares that the administrative expenses incurred from inspecting, locating the owner, issuing notice, re-inspecting, ordering work done and submission of billing, filing of lien, together with all necessary incidents of same, will require a charge of $100.00 for each lot, tract or parcel of land, and such charge is hereby established and declared to be an expense of such work and improvement. Each act of

violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. This shall be in addition to any municipal court fees incurred which may carry a maximum fee of $200.00 plus court fees.

(h) The mayor or city clerk shall file a statement of expenses giving the amount of such expense, the date on which such work was done, and a description of the premises upon which such work was done or improvements made as incurred under subsection (g) with the county clerk of Galveston County, Texas. The city shall have a privileged lien on such lot or real estate upon which such work was done, or improvements made, to secure the expenditures so made, in accordance with article 4436, Texas Revised Civil Statutes, as amended, which lien shall be second only to tax liens or liens for street improvements, and such amount shall bear ten per cent (10%) interest per annum from the date the statement is filed. For any such expense and interest, as aforesaid, suit may be instituted and recovery and foreclosure of such lien may be had in the name of the city, and the statement of expenses so made, or a certified copy thereof, shall be prima facie proof of the amount expended for such work or improvements.

(i) Defenses to prosecution. It shall be a defense to prosecution that the vegetation is any of the following:

(1) Agricultural crops, except grass and hay, unless subsection (2) stated below applies;

(2) Hay that is grown for the specific purpose of cultivation and is a part of a predominantly homogeneous plant population may be grown to any height provided it is maintained in compliance with section 44-7(b) and is located no closer than 20 feet to an adjacent property under different ownership and on which any building or improvement exists;

(3) Cultivated trees;

(4) Cultivated shrubs;

(5) Flowers or other decorative ornamental plants under cultivation; or

(6) Wildflowers, but only until such time as seeds have matured following the final blooming of the majority of the plants.

(7) Property designated as and/or required by an ordinance to be maintained in its natural state shall be exempt from the provisions of this section.

(8) It shall not be an offense under this section to permit or allow weeds, grass, brush or other vegetation to grow to a height greater than 12 inches if they are growing in an area designated as a natural conservation area, preserve or habitat by any federal or state law or agency and the removing or cutting of the vegetation within that area is prohibited by the federal or state law or agency.

(Code 1972, § 11-6; Ord. No. 132; Ord. No. 299; Ord. No. 524; Ord. No. 985, §§ 1—3, 6-25-2007; Ord. No. 998, § 1, 6-23-2008)

8639052

004-85-1172

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrias Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

Mowed weeds in excess of 12 inches.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $40.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Lots 13-15, I. O. Bell, La Marque, Texas.

City of La Marque
Claimant / City of La Marque

BY:

Carol L. McLemore

Carol L. McLemore, City Clerk

004-85-1173

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 8th day of October, 1986, on behalf of said City.

Susan K. Oliver

Susan K. Oliver
Notary Public in and for the
State of Texas

My Commission Expires: 3-2-88

seal

STATE OF TEXAS COUNTY OF GALVESTON

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

OCT 10 1986

COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD
OCT 10 9 46 AM '86

COUNTY CLERK, GALVESTON CO., TEXAS

8825794

AFFIDAVIT FOR LIEN

005-96-2492

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

ARMSTRONG, DEMETRIUS, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

North 102.5' of Lot 13 and all Lot 15, Bell Subdivision, Located: Vacant lot Stonewall, La Marque, Texas

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

City of La Marque, Texas

005-96-2493

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 8th day of July, 1988, on behalf of said City

Deanie McNown

Deanie McNown
Notary Public in and for the
State of Texas

My Commission Expires: 5/21/91

seal

dmc

FILED FOR RECORD
JUL 20 10 41 AM '88
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY TX.

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

JUL 20 1988

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

8832466

AFFIDAVIT FOR LIEN

006-06-1708

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

ARMSTRONG, DEMETRIUS, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

N 102.5' of Lot 13 and all of Lot 15, Bell Subdivision, Vacant lot on Stonewall, La Marque, Texas.

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

006-06-1709

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 8th day of September, 1988, on behalf of said City

Deanie McNown
Notary Public in and for the
State of Texas

My Commission Expires: 5/21/91

seal

dmc

DEANIE McNOWN
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/21/91

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

SEP 12 1988

COUNTY CLERK
GALVESTON CO., TEXAS

FILED FOR RECORD

88 SEP 12 10: 13 AM

COUNTY CLERK
GALVESTON COUNTY, TEXAS

PAID

City of La Marque, Texas

8844006

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

006-21-0779

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

ARMSTRONG, DEMETRIUS, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: N 102.5' of Lot 13 and all Lot 15, Bell Subdivision, La Marque, Texas.

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

006-21-0780

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 31stday of October, 1988, on behalf of said City

Deanie McNown
Notary Public in and for the
State of Texas
DEANIE McNOWN
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/21/91

dpc

FILED FOR RECORD
88 DEC 20 AM 11:17
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

DEC 20 1988

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

8934522

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

006-68-0191

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

ARMSTRONG, DEMETRIUS, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Loc: Vacant Lot Stonewall, N 102.5' of Lot 13 and all of Lot 15, Bell Subdivision, La Marque, Texas.

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 12th, day of October, 1989, on behalf of said City

Deanie McDown

DEANIE McDOWN
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/21/91

dmc

City of La Marque, Texas

PAID

006-68-0192

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

OCT 17 1989

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

FILED FOR RECORD
89 OCT 17 PM 12:31
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

9022049

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

007-07-0763

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Loc: N 102.5' of Lot 13 & all lot 15, Vacant lot Stonewall, Bell Subdivision, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 28th, day of June, 1990, on behalf of said City

Deanie McDown

dmc

DEANIE McNOWN
Notary Public, State of Texas
My Commission Expires
5/21/91

City of La Marque, Texas

007-07-0764

FILED FOR RECORD
90 JUL 10 AM 11:56
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

JUL 10 1990

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

9030788

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

007-18-0823

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

ARMSTRONG, DEMETRIUS, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for whioh this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Vacant lot on Stonewall, N 102.5' of Lot 13 & all lot 15, BellSubdivision, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 28th, day of August, 1990, on behalf of said City

Deanie McNown

DEANIE McNOWN
Notary Public, State of Texas
My Commission Expires 5/31/91

dmc

PAID

City of La Marque, Texas

007-18-0824

FILED FOR RECORD

90 SEP 14 AM 9:35

Jessie B. Kirkendall

COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

SEP 14 1990

Jessie B. Kirkendall

COUNTY CLERK
GALVESTON CO., TEXAS

9037199

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

007-26-0567

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Lot on Stonewall,North 102.5' of Lot 13 and all Lot 15, Bell Subdivision, R195064

City of La Marque
Claimant

By: Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 30th day of October, 1990, on behalf of said City

Deanie McNown

DEANIE McNOWN
Notary Public, State of Texas
My Commission Expires 6/21/91

dmc

City of La Marque, Texas

007-26-0568

FILED FOR RECORD

'90 NOV -5 AM 11:22

Jessie L. Kirkendall

COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

NOV 5 1990

Jessie B. Kirkendall

COUNTY CLERK
GALVESTON CO., TEXAS

9115644

007-53-1269

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

ARMSTRONG, DEMETRIUS, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: North 102.5' of Lot 13 & all of Lot 15 (vacant lot Stonewall) Bell S/D, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 7th, day of May, 1991, on behalf of said City

DEANIE McNOWN
Notary Public, State of Texas
My Commission Expires 2/1/92

Deanie McNown

db

007-53-1270

FILED FOR RECORD
91 MAY 13 AM 9:43
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

MAY 13 1991

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

PAID

CITY OF LA MARQUE
BAYOU @ FIRST STREET
LA MARQUE, TEXAS 77568

9125502 007-65-2510

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: North 102.5' of Lot 13 and all Lot 15, Bell S/D, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 25th, day of July, 1991, on behalf of said City

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-95

Deanie Barrett

db

City of La Marque, Texas

007-65-2511

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

JUL 26 1991

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

FILED FOR RECORD

91 JUL 26 AM 9:37

COUNTY CLERK
GALVESTON COUNTY, TEXAS

9134618 UU/-//-U9J/

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Vac oot Stonewall, N 102.5' of lot 13 and all lot 15, Bell S/D, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 20th, day of September, 1991, on behalf of said City

Deanie Barrett

db

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-c

City of La Marque, Texas

PAID

007-77-0958

FILED FOR RECORD
91 SEP 30 AM 10: 14
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

SEP 30 1991

COUNTY CLERK
GALVESTON CO., TEXAS

9220131

AFFIDAVIT FOR LIEN 008-20-2307

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Vacant lot Stonewall N 102.5' of lot 13 & all lot 15, Bell S/D, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 19th, day of May, 1992, on behalf of said City

Deanie Barrett

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-95

db

City of La Marque, Texas

008-20-2308

FILED FOR RECORD

92 MAY 26 AM 9:42

COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

MAY 28 1992

COUNTY CLERK
GALVESTON CO., TEXAS

9238631

CITY OF LA MARQUE
LA MARQUE, TEXAS

008-45-2680

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Vacant lot on Stonewall, N 102.5' of Lot 13 & all lot 15 Bell S/D R195064.

City of La Marque
Claimant,

BY:

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 28th day of September, 1992, on behalf of said City

Deana Barrett

db

DEANA BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-95

008-45-2681

FILED FOR RECORD
92 OCT -1 PM 12:45

COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

OCT 1 1992

COUNTY CLERK
GALVESTON CO., TEXAS

9325391

CITY OF LA MARQUE
LA MARQUE, TEXAS

008-98-1813

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Vacant Stonewall, N 102.5' of Lot 13 & all Lot 15, Bell S/D, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 9th day of June, 1993, on behalf of said City

Deanie Barrett

db

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires, 6-12-95

008-98-1814

FILED FOR RECORD

93 JUN 21 PM 12: 05

COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

JUN 21 1993

COUNTY CLERK
GALVESTON CO., TEXAS

PAID

CITY OF LA MARQUE
1111 BAYOU
LA MARQUE, TEXAS 77568

9343679

CITY OF LA MARQUE
LA MARQUE, TEXAS

009-25-0460

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Vacant lots Stonewall, Lot N 102.5' of 13 and all lot 15, Bell Subdivision, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 30th day of September, 1993, on behalf of said City

Deanie Barrett

db

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-95

009-25-0461

FILED FOR RECORD

93 OCT 13 PM 1:36

COUNTY CLERK
GALVESTON COUNTY TEXAS

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

OCT 13 1993

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

9401633

CITY OF LA MARQUE
LA MARQUE, TEXAS

009-45-0064

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Stonewall vacant lot, N 102.5; of lot 13 & all of lot 15, Bell Subdivision, R195064

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 20th day of December, 1993, on behalf of said City

Deanie Barrett

db

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires, 6-12-95

009-45-0065

FILED FOR RECORD
94 JAN 12 AM 9:44
COUNTY CLERK
GALVESTON COUNTY TEXAS

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

JAN 12 1994

COUNTY CLERK
GALVESTON CO., TEXAS

9433099

009-87-0804

City of La Marque
1111 Bayou
La Marque, Texas 77568

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared *Carol L. McLemore* who, upon oath, deposed and stated:

My name is *Carol L. McLemore*; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance Number 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe an healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Cleared and cleaned property at:

Loc: Vacant lot Stonewall, North 102.5' of lot 13 & all of lot 15, Bell Subdivision, R195064

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$60.00** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: ***North 102.5' of lot 13 & all of lot 15, Bell Subdivision, R195064***

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by *Carol L. McLemore*, of the City of La Marque, Texas a municipal corporation, on this the 12th day of July, 1994, on behalf of said City.

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires, 6-12-95

Deanie Barrett

009-87-0805

FILED FOR RECORD
94 JUL 25 AM 9:03
Jessie L. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

JUL 2 5 1994

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

9436610

City of La Marque
1111 Bayou
La Marque, Texas 77568

009-91-1423

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared *Carol L. McLemore* who, upon oath, deposed and stated:

My name is *Carol L. McLemore*; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance Number 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe an healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Cleared and cleaned property at:

Loc: Vacant lot Stonewall, N 102.5' of lot 13 & all lot 15, Bell Sudivision, R195064

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of $60.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: *Vacant lot Stonewall, N 102.5; of lot 13 & all lot 15, Bell Subdivision, R195064*

Claimant, City of La Marque
Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by *Carol L. McLemore*, of the City of La Marque, Texas a municipal corporation, on this the 8th day of August, 1994, on behalf of said City.

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires, 6-12-95

009-91-1424

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

AUG 15 1994

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

9450686

City of La Marque
1111 Bayou
La Marque, Texas 77568

PAID

010-10-1315

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance Number 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Armstrong, Demetrius, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe an healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant Lot Stonewall, N 102.5' of Lot 13 and all of Lot 15, Bell Subdivision, R195064

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$60.00** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: Vacant lot Stonewall, N 102.5' of Lot 13 and all of Lot 15, Bell Subdivision, R195064

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 18th day of November, 1994, on behalf of said City.

Deanie Barrett

NOTARY PUBLIC STATE OF TEXAS

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-95

010-10-1316

FILED FOR RECORD

94 NOV 28 AM 8:48

Jessie G. Kirkendall

COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

NOV 2 8 1994

Jessie B. Kirkendall

COUNTY CLERK
GALVESTON CO., TEXAS

City of La Marque
1111 Bayou Road
La Marque, Texas 77568

GAC 9520196 2 pgs

AFFIDAVIT FOR LIEN

010-43-0540

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance Number 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe an healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot west of 2407 Stonewall, Lot N 102.5' of lot 13 and 15, Bell Subdivision, R195064

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$59.94** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: Vacant lot west of 2407 Stonewall, Lot N 102.5' of lot 13 and 15, Bell Subdivision, R195064

Claimant, City of La Marque
Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 25th day of May, 1995, on behalf of said City.

SUSAN K. CL...
Notary Public, State of Texas
My Commission Expires ...

Susan K. Oliver

CITY OF LA MARQUE 1111 BAYOU ROAD LA MARQUE, TEXAS 77568

PAID

FILED AND RECORDED
Official Public Records of Real Property

010-43-0541

6-5-95 12:25 P DL $9.00 9520196
Patricia Ritchie - Co. Clerk
Galveston Co. TX

AFFIDAVIT FOR LIEN

STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot west of 2407 Stonewall, La Marque, Texas – Mowing high weeds/grass

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$68.94** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: N 102.5' of lot 13 and lot 15, Bell Subdivision, R195064

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 26th day of June, 1995, on behalf of said City.

SUSAN K. OLIVER
Notary Public, State of Texas
My Commission Expires 4-06-98

Susan K. Oliver

Notary Public

City of La Marque 1111 Bayou Road La Marque, Texas 77568

FILED AND RECORDED

Official Public Records of Real Property



7-17-95 09:24 A MAR_L $9.00 9526102

Patricia Ritchie - Co. Clerk

Galveston Co. TX

AFFIDAVIT FOR LIEN

STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot west of 2407 Stonewall, La Marque, Texas– Mowing high weeds/grass

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$77.94** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: N 102.5' of lot 13 & Lot 15, Bell Subdivision, R195064

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 17th day of August, 1995, on behalf of said City.

Jackie D. Stowe
Notary Public
State of Texas
My Commission Expires
2-9-99

Jackie D. Stowe

Notary Public

City of La Marque 1111 Bayou Road La Marque, Texas 77568 PAID

FILED AND RECORDED

Official Public Records of Real Property



8-28-95 09:34 AM MAR_L $9.00 9532596

Patricia Ritchie - Co. Clerk

Galveston Co. TX

GAC 9540858 2 pgs

City of La Marque
1111 Bayou Road
La Marque, Texas 77568

PAID

010-69-2657

AFFIDAVIT FOR LIEN

STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot West of 2407 Stonewall, La Marque, Texas--Mowing/cleaning property

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$59.94** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: N 102.5' of lot 13 & lot 15, Bell Subdivision, R195064

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 18th day of October, 1995, on behalf of said City.

Jackie D. Stowe
Notary Public
State of Texas
My Commission Expires
2-9-99

Jackie D. Stowe

Notary Public

City of La Marque 1111 Bayou Road La Marque, Texas 77568

FILED AND RECORDED
Official Public Records of Real Property



10-23-95 10:13 AM LONG_D $9.00 9540858
Patricia Ritchie - Co. Clerk
Galveston Co. TX

010-69-2658

GAC 9623206 2 pgs

U11-14-1199

City of La Marque
1111 Bayou Road
La Marque, Texas 77568

AFFIDAVIT FOR LIEN

STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot West of 2407 Stonewall, La Marque, Texas--Mowing/cleaning property

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$59.94** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: N 102.5 of Lot 13 & #15, Bell Subdivision, R195064

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 3rd day of June, 1996, on behalf of said City.

Jackie D. Stowe
Notary Public
State of Texas
My Commission Expires
2-9-99

Jackie D. Stowe

Notary Public

City of La Marque 1111 Bayou Road La Marque, Texas 77568 (PLAINTIFF)

FILED AND RECORDED
Official Public Records of Real Property



6-10-96 10:46 AM WELSH_T $9.00 9623206
Patricia Ritchie - Co. Clerk
Galveston Co. TX

011-14-1200

GAC 9633814 2 pgs

011-28-1912

City of La Marque
1111 Bayou Road
La Marque, Texas 77568

AFFIDAVIT FOR LIEN

STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot on Stonewall, La Marque, Texas–Mowing/cleaning property

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$68.94** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: N 102.5' of lot 13 & lot 15, Bell Subdivision, R195064

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 14th day of August, 1996, on behalf of said City.

Jackie D. Stowe
Notary Public
State of Texas
My Commission Expires
2-9-99

Jackie D. Stowe

Notary Public

City of La Marque 1111 Bayou Road La Marque, Texas 77568

PAID

FILED AND RECORDED
Official Public Records of Real Property

8-19-96 08:49 AM GULIS_M $9.00 9633814
Patricia Ritchie - Co. Clerk
Galveston Co. TX

011-28-1913

GAC 9649308 2 PGS

011-49-0114

CITY OF LA MARQUE
1111 Bayou Road
La Marque, Texas 77568

AFFIDAVIT FOR LIEN

State of Texas §
§
County of Galveston §

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Demetrius Armstrong, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot next to 2407 Stonewall – Mowing/cleaning property

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$50.96** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: Lot 15, Isaac O. Bell 1st Addition, R195066

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 21st day of November, 1996, on behalf of said City.

SUSAN K. WELCH
Notary Public, State of Texas
My Commission Expires 04-06-2000

Susan K. Welch

Notary Public

City of La Marque, 1111 Bayou Road, La Marque, Texas 77568

PAID

011-49-0115

FILED AND RECORDED
Official Public Records of Real Property

12-3-96 02:15 PM CHAPMA_B $9.00 9649308
Patricia Ritchie - Co. Clerk
Galveston Co. TX

GAC 9726712 2 pgs

011-90-2726

CITY OF LA MARQUE
1111 Bayou Road
La Marque, Texas 77568

AFFIDAVIT FOR LIEN

State of Texas §
§
County of Galveston §

Before me the undersigned authority, personally appeared Deanie Barrett who, upon oath, deposed and stated:

My name is Deanie Barrett; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Dametrois Armstrong & Wife, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: Vacant lot on Stonewall – Mowing/cleaning property

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$34.00** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: Lot 15 (15-1), Isaac O Bell 1st Addn., R195066

Claimant, City of La Marque

Deanie Barrett

Deanie Barrett, City Clerk

This instrument was acknowledged by Deanie Barrett, of the City of La Marque, Texas a municipal corporation, on this the 14th day of July, 1997, on behalf of said City.

Jackie D. Stowe
Notary Public
State of Texas
My Commission Expires
2-8-99

Jackie D. Stowe

Notary Public

City of La Marque, 1111 Bayou Road, La Marque, Texas 77568

PAID

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY



7-18-97 08:59 AM 9726712
SIMON_B $9.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

011-90-2727

NOTICE OF ASSESSMENT OF LIEN AGAINST PROPERTY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT
COUNTY OF GALVESTON §

WHEREAS, pursuant to Ordinance 524, Chapter 44, Article I, Section 44-7 of the Code of Ordinances of the City of La Marque, relating to weed control within the corporate limits of La Marque, Galveston County, Texas with the use of Municipal employees or agents, this Affidavit for Lien is made; and

WHEREAS, the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and health condition, thereby creating a nuisance that required abatement by the City of La Marque, Galveston County, Texas; and

WHEREAS, the nuisance was not eliminated within the time prescribed by said DIRECTIVE; and

WHEREAS, as a result of such failure to correct the nuisance the City of La Marque directed its abatement. In addition, the cost of **$290.00** the administrative fees of **$130.00** as well as accumulated interest, be assessed as a lien against the real property, for a total of **$515.99, 2414 STONEWALL, LAMARQUE, TX 77568**
ABST 150 PAGE 1 N PT OF LOT 15 (15-1) ISAAC O BELL 1ST ADDN / R195066

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, be it ORDERED AND DECREED by the City of La Marque of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this ASSESSMENT OF LIEN are found and determined to be true and correct.

II.

That the total cost of abatement, plus the administrative fees, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this ASSESSMENT OF LIEN be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of the City of La Marque.

IV.

That by assessing and filing this lien, the City of La Marque does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

FILED this the 3 day of July, 2017

City of La Marque

Sherlyn Williams

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me, a Notary Public for the City of La Marque, Galveston County, Texas, a Municipal Corporation, on this 3 day of July, **2017**, on behalf of said City.

PATTY REES
Notary ID # 128392176
My Commission Expires
September 20, 2018

Notary Public for Galveston County,
State of Texas

EXHIBIT "A"

NAME OF PROPERTY OWNER(S): **ARMSTRONG, DEMETRIUS & WF**

STREET ADDRESS OF PROPERTY: **2414 STONEWALL, LAMARQUE, TX 77568.**

LEGAL DESCRIPTION OF PROPERTY (including CAD account number): **ABST 150 PAGE 1 N PT OF LOT 15 (15-1) ISAAC O BELL 1ST ADDN / R195066**

DATE(S) OF DIRECTIVE TO CORRECT VIOLATION OF CHAPTER 44, ARTICLE I, SECTION 44-7

7/31/2015

STATEMENT OF COSTS:

Mowing Cost	$290.00
TOTAL INTEREST	$ 95.99
Administrative Fee	$100.00
Filing Fee	$30.00
Total Cost of Abatement	$515.99

RETURN TO:
DEVELOPMENT SERVICES DEPARTMENT
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

FILED AND RECORDED

Instrument Number: *2017044429*

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 07/20/2017 11:58AM

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.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

NOTICE OF ASSESSMENT OF LIEN AGAINST PROPERTY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT
COUNTY OF GALVESTON §

WHEREAS, pursuant to Ordinance 249, Section 35-14 of the Code of Ordinances of the City of La Marque, relating to WEED CONTROL within the corporate limits of La Marque, Galveston County, Texas with the use of Municipal employees or agents, this Affidavit for Lien is made; and

WHEREAS, the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a clean, safe and sanitary condition, thereby creating a risk to Health and Safety of the public. This nuisance required abatement by the City of La Marque, Galveston County, Texas; and

WHEREAS, the nuisance was not eliminated by the owner within the time prescribed by said DIRECTIVE; and

WHEREAS, as a result of the failure of the owner to correct the nuisance, the City of La Marque directed its abatement to protect the Life, Health and Safety of the public. In addition, the cost of **$59.00,** administrative fees of **$100.00** and **$30.00 filing fee**, for a total of **$189.00**. The real property is Located at: **LOT 13 STONEWALL, LA MARQUE, TEXAS 77568**

ABST 150 J D MOORE SUR N PT OF LOT 13 (13-1) ISAAC O BELL 1ST ADDN / PARCEL 195064

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, be it ORDERED AND DECREED by the City of La Marque of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this ASSESSMENT OF LIEN are found and determined to be true and correct.

II.

That the total cost of abatement, plus the administrative fees, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this ASSESSMENT OF LIEN be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of the City of La Marque.

IV.

That by assessing and filing this lien, the City of La Marque does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

RE-FILED this the 10TH day of JUNE 2020

City of La Marque

KATHLEEN VAN STAVERN

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me, a Notary Public for the City of La Marque, Galveston County, Texas, a Municipal Corporation, on this **10th** day of **JUNE, 2020**, on behalf of said City.

GARRETT E BRYCE
Notary ID #132262273
My Commission Expires
November 22, 2023

Notary Public for Galveston County,
State of Texas

EXHIBIT "A"

NAME OF PROPERTY OWNER(S): **ARMSTRONG, DEMETRIUS & WF**
STREET ADDRESS OF PROPERTY: **LOT 13 STONEWALL, LA MARQUE, TX 77568**

LEGAL DESCRIPTION OF PROPERTY (including CAD account number): **ABST 150 J D MOORE SUR PT OF LOT 13 (13-1) ISAAC O BELL 1ST ADDN / PARCEL 195064**

DATE(S) OF DIRECTIVE TO CORRECT VIOLATION OF CHAPTER 14, SECTION 14-279

06/10/2020

STATEMENT OF COSTS:

MOWING & WEEDING COST	$59.00
(10% INTEREST YEARLY CALCULATED UPON SALE)	
ADMINISTRATIVE FEE	$100.00
Filing Fee	$30.00
Total Cost of Abatement	$189.00

FILED AND RECORDED

Instrument Number: *2020032567*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 06/11/2020 3:58PM

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.*

NOTICE OF ASSESSMENT OF LIEN AGAINST PROPERTY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT
COUNTY OF GALVESTON §

WHEREAS, pursuant to Ordinance 249, Section 35-14 of the Code of Ordinances of the City of La Marque, relating to WEED CONTROL within the corporate limits of La Marque, Galveston County, Texas with the use of Municipal employees or agents, this Affidavit for Lien is made; and

WHEREAS, the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a clean, safe and sanitary condition, thereby creating a risk to Health and Safety of the public. This nuisance required abatement by the City of La Marque, Galveston County, Texas; and

WHEREAS, the nuisance was not eliminated by the owner within the time prescribed by said DIRECTIVE; and

WHEREAS, as a result of the failure of the owner to correct the nuisance, the City of La Marque directed its abatement to protect the Life, Health and Safety of the public. In addition, the cost of **$59.00,** administrative fees of **$100.00** and **$30.00 filing fee**, for a total of **$189.00**. The real property is Located at: **2414 STONEWALL, LA MARQUE, TEXAS 77568**

ABST 150 J D MOORE SUR N PT OF LOT 15 (15-1) ISAAC O BELL 1ST ADDN / PARCEL 195066

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, be it ORDERED AND DECREED by the City of La Marque of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this ASSESSMENT OF LIEN are found and determined to be true and correct.

II.

That the total cost of abatement, plus the administrative fees, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this ASSESSMENT OF LIEN be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of the City of La Marque.

IV.

That by assessing and filing this lien, the City of La Marque does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

RE-FILED this the 10TH day of JUNE 2020

City of La Marque

KATHLEEN VAN STAVERN

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me, a Notary Public for the City of La Marque, Galveston County, Texas, a Municipal Corporation, on this **10th** day of **JUNE, 2020**, on behalf of said City.

GARRETT E BRYCE
Notary ID #132262273
My Commission Expires
November 22, 2023

Notary Public for Galveston County,
State of Texas

EXHIBIT "A"

NAME OF PROPERTY OWNER(S): **ARMSTRONG, DEMETRIUS & WF**
STREET ADDRESS OF PROPERTY: **2414 STONEWALL, LA MARQUE, TX 77568**

LEGAL DESCRIPTION OF PROPERTY (including CAD account number): **ABST 150 J D MOORE SUR PT OF LOT 15 (15-1) ISAAC O BELL 1ST ADDN / PARCEL 195066**

DATE(S) OF DIRECTIVE TO CORRECT VIOLATION OF CHAPTER 14, SECTION 14-279

06/10/2020

STATEMENT OF COSTS:

MOWING & WEEDING COST	$59.00
(10% INTEREST YEARLY CALCULATED UPON SALE)	
ADMINISTRATIVE FEE	$100.00
Filing Fee	$30.00
Total Cost of Abatement	$189.00

FILED AND RECORDED

Instrument Number: *2020032568*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 06/11/2020 3:58PM

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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

NOTICE OF ASSESSMENT OF LIEN AGAINST PROPERTY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT
COUNTY OF GALVESTON §

WHEREAS, pursuant to Ordinance 249, Section 35-14 of the Code of Ordinances of the City of La Marque, relating to WEED CONTROL within the corporate limits of La Marque, Galveston County, Texas with the use of Municipal employees or agents, this Affidavit for Lien is made; and

WHEREAS, the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a clean, safe and sanitary condition, thereby creating a risk to Health and Safety of the public. This nuisance required abatement by the City of La Marque, Galveston County, Texas; and

WHEREAS, the nuisance was not eliminated by the owner within the time prescribed by said DIRECTIVE; and

WHEREAS, as a result of the failure of the owner to correct the nuisance, the City of La Marque directed its abatement to protect the Life, Health and Safety of the public. In addition, the cost of **$59.00,** administrative fees of **$100.00** and **$30.00 filing fee**, for a total of **$189.00**. The real property is Located at: **LOT 13 STONEWALL, LA MARQUE, TEXAS 77568**

ABST 150 J D MOORE SUR N PT OF LOT 13 (13-1) ISAAC O BELL 1ST ADDN / PARCEL 195064

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, be it ORDERED AND DECREED by the City of La Marque of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this ASSESSMENT OF LIEN are found and determined to be true and correct.

II.

That the total cost of abatement, plus the administrative fees, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this ASSESSMENT OF LIEN be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of the City of La Marque.

IV.

That by assessing and filing this lien, the City of La Marque does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

RE-FILED this the 10TH day of JUNE 2020

City of La Marque

KATHLEEN VAN STAVERN

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me, a Notary Public for the City of La Marque, Galveston County, Texas, a Municipal Corporation, on this **10th** day of **JUNE, 2020**, on behalf of said City.

GARRETT E BRYCE
Notary ID #132262273
My Commission Expires
November 22, 2023

Notary Public for Galveston County,
State of Texas

EXHIBIT "A"

EXHIBIT "A"

NAME OF PROPERTY OWNER(S): **ARMSTRONG, DEMETRIUS & WF**
STREET ADDRESS OF PROPERTY: **LOT 13 STONEWALL, LA MARQUE, TX 77568**

LEGAL DESCRIPTION OF PROPERTY (including CAD account number): **ABST 150 J D MOORE SUR PT OF LOT 13 (13-1) ISAAC O BELL 1ST ADDN / PARCEL 195064**

DATE(S) OF DIRECTIVE TO CORRECT VIOLATION OF CHAPTER 14, SECTION 14-279

06/10/2020

STATEMENT OF COSTS:

MOWING & WEEDING COST	$59.00
(10% INTEREST YEARLY CALCULATED UPON SALE)	
ADMINISTRATIVE FEE	$100.00
Filing Fee	$30.00
Total Cost of Abatement	$189.00

FILED AND RECORDED

Instrument Number: *2020032570*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 06/11/2020 3:58PM

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.*

NOTICE OF ASSESSMENT OF LIEN AGAINST PROPERTY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENT
COUNTY OF GALVESTON §

WHEREAS, pursuant to Ordinance 249, Section 35-14 of the Code of Ordinances of the City of La Marque, relating to WEED CONTROL within the corporate limits of La Marque, Galveston County, Texas with the use of Municipal employees or agents, this Affidavit for Lien is made; and

WHEREAS, the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a clean, safe and sanitary condition, thereby creating a risk to Health and Safety of the public. This nuisance required abatement by the City of La Marque, Galveston County, Texas; and

WHEREAS, the nuisance was not eliminated by the owner within the time prescribed by said DIRECTIVE; and

WHEREAS, as a result of the failure of the owner to correct the nuisance, the City of La Marque directed its abatement to protect the Life, Health and Safety of the public. In addition, the cost of **$59.00,** administrative fees of **$100.00** and **$30.00 filing fee**, for a total of **$189.00**. The real property is Located at: **2414 STONEWALL, LA MARQUE, TEXAS 77568**

ABST 150 J D MOORE SUR N PT OF LOT 15 (15-1) ISAAC O BELL 1ST ADDN / PARCEL 195066

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, be it ORDERED AND DECREED by the City of La Marque of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this ASSESSMENT OF LIEN are found and determined to be true and correct.

II.

That the total cost of abatement, plus the administrative fees, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this ASSESSMENT OF LIEN be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of the City of La Marque.

IV.

That by assessing and filing this lien, the City of La Marque does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

RE-FILED this the 10TH day of JUNE 2020

City of La Marque

KATHLEEN VAN STAVERN

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me, a Notary Public for the City of La Marque, Galveston County, Texas, a Municipal Corporation, on this **10th** day of **JUNE, 2020**, on behalf of said City.

GARRETT E BRYCE
Notary ID #132262273
My Commission Expires
November 22, 2023

Notary Public for Galveston County,
State of Texas

NAME OF PROPERTY OWNER(S): **ARMSTRONG, DEMETRIUS & WF**
STREET ADDRESS OF PROPERTY: **2414 STONEWALL, LA MARQUE, TX 77568**

LEGAL DESCRIPTION OF PROPERTY (including CAD account number): **ABST 150 J D MOORE SUR PT OF LOT 15 (15-1) ISAAC O BELL 1ST ADDN / PARCEL 195066**

DATE(S) OF DIRECTIVE TO CORRECT VIOLATION OF CHAPTER 14, SECTION 14-279

06/10/2020

STATEMENT OF COSTS:

MOWING & WEEDING COST	$59.00
(10% INTEREST YEARLY CALCULATED UPON SALE)	
ADMINISTRATIVE FEE	$100.00
Filing Fee	$30.00
Total Cost of Abatement	$189.00

FILED AND RECORDED

Instrument Number: *2020032571*

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 06/11/2020 3:58PM

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.*

Censeo Homes: 2509 Jackson

10% Interest Compounded yearly total to Date: $32,551.84

Administrative fees accrued to date on 7 liens: $700.00

Total owner requests Council to forgive: $33,251.84

LA MARQUE
EST 1953

CODE COMPLIANCE DIVISION

November 17, 2021

LA MARQUE CITY COUNCIL
UPDATED 11/17/21

Re: Lien Payoff Amount For: 2509 Jackson, La Marque, TX 77568
ABST 150 J D MOORE SUR LOT 5 TORRY SUB / PARCEL 200037

GCC FILE	LIEN AMOUNT	10% INT CALCULATED YEARLY	ADMIN FEE	FILING FEE	TOTAL
8825815	30.00	633.41	100.00	5.00	768.41
8902866	1150.00	23130.84	100.00	5.00	24385.84
8927655	30.00	603.41	100.00	5.00	738.41
9225126	30.00	445.89	100.00	8.00	583.89
9405692	575.00	6963.25	100.00	9.00	7647.25
9433106	30.00	363.30	100.00	9.00	502.30
9546724	34.00	411.74	100.00	9.00	554.74
TOTAL OWED	$1879.00	$32,551.84	$700.00	$50.00	$35,180.80

Dear Sir/Madam,

The above listed liens filed for the MOWING OR CLEAN UP and DEMOLITION OF SUBSTANDARD BUILDING of the property located at 2509 Jackson, La Marque Texas 77568 in 2008 pursuant to ORD. 44.7, in the amount of **$35,180.80**.

Please note the amounts due are good through December 6, 2021

To obtain release of the/these lien, please remit the total payment in the amount **$35,180.80 payable to the City of La Marque.**

If you have any questions or concerns regarding this matter, please contact Elizabeth Childs at (409) 938-9256.

Sincerely,

LA MARQUE
EST 1953

CODE COMPLIANCE DIVISION

ELIZABETH CHILDS
CODE COMPLIANCE ADMINISTRATIVE ASST
e.childs@cityoflamarque.org

CITY CHARTER Section 13.03 – Power to Settle Claims.

The city council shall have the power to compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the city, including suits by the city to recover delinquent taxes.

Sec. 44-7. - Weed control.

(a) It shall be unlawful for any owner or occupant of any real property within the city to permit weeds to grow or remain on any such property in excess of 12 inches in height, when any such weeds are within 100 feet of any occupied building or dwelling within the city.

(b) It shall be unlawful and constitute an offense and creation and maintenance of a public nuisance for any person firm or corporation who shall own or occupy any lot or premises to suffer or permit weeds, grass or uncultivated plants other than trees to grow to a greater height than 12 inches on that portion of right-of-way which abuts such lot or premises between the centerline of such right-of-way and the property line of such lot or premises. Except, however, rights-of-way meeting any of the following definitions shall not be the responsibility of the abutting owner or occupants.

(1) Ditches exceeding a depth of four feet as determined by the city manager or his designee;

(2) Rights-of-way which governmental entities other than the city have a contractual obligation to maintain;

(3) Major arterial streets as determined by the city manager or his designee;

(4) Unpaved dedicated street rights-of-way;

(5) Street medians;

(6) Property owner in fee by the city.

(c) For the purposes of this section, the term "owner" shall mean any person who holds title to any land lying within the city and the term "occupant" shall mean any person being in possession of any such land. In any prosecution charging a violation of this section, proof that the person whose name is listed on the tax rolls of the city as being the owner of the lot or premises found to be in violation shall constitute in evidence a prima facie presumption that such person is the owner of such lot or premises; provided, however, that such presumption may be rebutted by the person charged with violating this section with evidence to the contrary; and provided further than the presumption established herein shall have the evidentiary consequences enumerated in Chapter 2 of the Texas Penal Code.

(d) The term "weeds," as used in this section, shall mean all rank vegetable growth which exhale unpleasant and noxious odors or high vegetable growth that may conceal rodents, other animals or filthy deposits.

(e) Whenever weeds have grown to a height of more than one foot, such condition shall be considered a nuisance, which means a condition dangerous to life or health.

(f) Should any person who owns any lot or building within the city allow a nuisance to go unabated after notice to such person to do so, in writing, or by letter addressed to such person at his post office address, and if personal service may not be had as aforesaid, or if the person's address be not known, the city may do or cause to be done, that which will abate such public nuisance, and may pay there for and charge the expenses incurred in doing such work or having such work done or improvements made, to the person who owns such lot or building. If such work is done or improvements made at the expense of the city, then such expenses shall be assessed on the real estate or lot upon which such expense was incurred.

(g) The city council hereby finds and declares that the administrative expenses incurred from inspecting, locating the owner, issuing notice, re-inspecting, ordering work done and submission of billing, filing of lien, together with all necessary incidents of same, will require a charge of $100.00 for each lot, tract or parcel of land, and such charge is hereby established and declared to be an expense of such work and improvement. Each act of

violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. This shall be in addition to any municipal court fees incurred which may carry a maximum fee of $200.00 plus court fees.

(h) The mayor or city clerk shall file a statement of expenses giving the amount of such expense, the date on which such work was done, and a description of the premises upon which such work was done or improvements made as incurred under subsection (g) with the county clerk of Galveston County, Texas. The city shall have a privileged lien on such lot or real estate upon which such work was done, or improvements made, to secure the expenditures so made, in accordance with article 4436, Texas Revised Civil Statutes, as amended, which lien shall be second only to tax liens or liens for street improvements, and such amount shall bear ten per cent (10%) interest per annum from the date the statement is filed. For any such expense and interest, as aforesaid, suit may be instituted and recovery and foreclosure of such lien may be had in the name of the city, and the statement of expenses so made, or a certified copy thereof, shall be prima facie proof of the amount expended for such work or improvements.

(i) Defenses to prosecution. It shall be a defense to prosecution that the vegetation is any of the following:

(1) Agricultural crops, except grass and hay, unless subsection (2) stated below applies;

(2) Hay that is grown for the specific purpose of cultivation and is a part of a predominantly homogeneous plant population may be grown to any height provided it is maintained in compliance with section 44-7(b) and is located no closer than 20 feet to an adjacent property under different ownership and on which any building or improvement exists;

(3) Cultivated trees;

(4) Cultivated shrubs;

(5) Flowers or other decorative ornamental plants under cultivation; or

(6) Wildflowers, but only until such time as seeds have matured following the final blooming of the majority of the plants.

(7) Property designated as and/or required by an ordinance to be maintained in its natural state shall be exempt from the provisions of this section.

(8) It shall not be an offense under this section to permit or allow weeds, grass, brush or other vegetation to grow to a height greater than 12 inches if they are growing in an area designated as a natural conservation area, preserve or habitat by any federal or state law or agency and the removing or cutting of the vegetation within that area is prohibited by the federal or state law or agency.

(Code 1972, § 11-6; Ord. No. 132; Ord. No. 299; Ord. No. 524; Ord. No. 985, §§ 1—3, 6-25-2007; Ord. No. 998, § 1, 6-23-2008)

8902866

AFFIDAVIT FOR LIEN

006-26-2369

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 449, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning or real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

PAMEULA L. REYNOLDS, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Demolished the substandard condition house 2509 Jackson.

The Claimant is the City of La Marque, Texas, for which this lien is claimed.

After allowing all just credits and offsets, the amount of $1,150.00 (One thousand one hundred fifty dollars) remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Torry S/D, Abst 150 J D Moore, Lot 5 of South 143' of Lot 22, Div F. Torry, 2509 Jackson, La Marque, Texas.

City of La Marque
Claimant, City of La Marque

By: Carol L. McLemore
Carol L. McLemore, City Clerk

2nd page affidavit for lien

006-26-2370

Subscribed and sworn to before me on this the 19th day of January, 1989.

Deanie McNown, Notary Public for
State of Texas

My Commission Expires: 5/21/91

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 19th day of January, 1989, on behalf of said City.

Deanie McNown, Notary Public
for State of Texas

My Commission Expires: 5/21/91

FILED FOR RECORD

89 JAN 30 AM 11: 28

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

JAN 30 1989

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

8927655

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

006-59-0066

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Reynolds, Pamsula L., who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $30.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: Loc: 2509 Jackson, Lot 5 of South 143' of Lot 22, F. Torry Subdivision, La Marque, Texas.

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

006-59-0067

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 14th, day of August, 1989, on behalf of said City

Deanie McNown
Notary Public in and for the
State of Texas

DEANIE McNOWN
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/21/91

dmc

FILED FOR RECORD
89 AUG 25 AM 10: 35
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

AUG 25 1989

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO. TEXAS

9225126

AFFIDAVIT FOR LIEN

008-27-1547

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Reynolds, Pameula, is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $30.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: 2509 Jackson, Lot 5 of S 143' of Lot 22 Div F, Torry S/D, R200037

City of La Marque
Claimant,

BY:

Carol L. McLemore
Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 24th, day of June, 1992, on behalf of said City

Deanie Barrett

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-95

City of La Marque, Texas

PAID

008-27-1548

FILED FOR RECORD
92 JUL -1 AM 10: 12
Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

JUL 1 1992

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

9405692

AFFIDAVIT FOR LIEN

009-50-0889

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance Number 449, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Reynolds, Pamela, who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Demolished the substandard condition house at 2509 Jackson.

The Claimant is the City of La Marque, Texas, for which this lien is claimed.

After allowing all just credits and offsets, the amount of $575.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: 2509 Jackson, Lot 5, Torry Subdivision. R200037

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 31st day of January, 1994, on behalf of said City.

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires, 6-12-95

009-50-0890

FILED FOR RECORD
94 FEB -7 AM 10: 25
COUNTY CLERK
GALVESTON COUNTY TEXAS

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

FEB 7 1994

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

009-87-0818

9433106

City of La Marque
1111 Bayou
La Marque, Texas 77568

AFFIDAVIT FOR LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared *Carol L. McLemore* who, upon oath, deposed and stated:

My name is *Carol L. McLemore*; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance Number 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Reynolds, Pameula, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe an healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Cleared and cleaned property at:

Loc: 2509 Jackson, Lot 5 of South 143' of Lot 22, Div F, Torry Subdivision, R200037

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of $30.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Location: ***2509 Jackson, Lot 5 of South 143'of Lot 22, Div F, McDaneils Subdivision***

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by *Carol L. McLemore*, of the City of La Marque, Texas a municipal corporation, on this the 12th day of July, 1994, on behalf of said City.

DEANIE BARRETT
Notary Public, State of Texas
My Commission Expires: 6-12-95

Deanie Barrett

009-87-0819

FILED FOR RECORD
94 JUL 25 AM 9:03
Jessie G. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

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

JUL 2 5 1994

COUNTY COURT OF GALVESTON COUNTY, TEXAS

Jessie G. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS.

AFFIDAVIT FOR LIEN

STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance 449, duly adopted by City Council of the City of La Marque, Texas relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

Pameula L. Reynolds, who is the owner or reputed owner of the real property described herein, failed to maintain the property discretion herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas and after all notices were given as required by law, the following improvements were done to the property described herein:

Location: 2509 Jackson, La Marque, Texas–Mowing/cleaning property

The Claimant is the City of La Marque, Texas, for which thus lien is claimed.

After allowing all just credits and offsets, the amount of **$34.00** remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount. The real property sought to be charged with such lien is described as follows:

Location: Lot 5 & s 143' of Lot 22, Div F, Torry Subdivision, R200037

Claimant, City of La Marque

Carol L. McLemore

Carol L. McLemore, City Clerk

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas a municipal corporation, on this the 29th day of November, 1995, on behalf of said City.

Jackie D. Stowe
Notary Public
State of Texas
My Commission Expires
2-9-99

Jackie D. Stowe

Notary Public

City of La Marque 1111 Bayou Road La Marque, Texas 77568

Official Public Records of Real Property



12-6-95 10:21 AM BOWERS_A $9.00 9546724
Patricia Ritchie - Co. Clerk
Galveston Co. TX

8825815

AFFIDAVIT FOR LIEN

005-96-2534

THE STATE OF TEXAS

COUNTY OF GALVESTON

Before me the undersigned authority, personally appeared Carol L. McLemore, who, upon oath, deposed and stated:

My name is Carol L. McLemore; I am City Clerk of the City of La Marque, Texas, a Municipal Corporation hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.

Pursuant to Ordinance No. 524, duly adopted by City Council of the City of La Marque, Texas, relating to the clearing and cleaning of real estate within the corporate limits of La Marque, Texas with the use of municipal employees or agents, this Affidavit for Lien is made.

REYNOLDS, CORDELIA M., who is the owner or reputed owner of the real property described herein, failed to maintain the property described herein in a safe and healthy condition, thereby creating a nuisance that required abatement by the City of La Marque, Texas, and after all notices were given as required by law, the following improvements were done to the property described herein:

MOWED WEEDS IN EXCESS OF 12 INCHES AND CLEAN UP DEBRIS.

The Claimant is the City of La Marque, Texas for which this lien in claimed.

After allowing all just credits and offsets, the amount of $30.00 remains unpaid and is due and owing under said contract, and claimant claims a lien on said property to secure the payment of the above amount.

The real property sought to be charged with such lien is described as follows:

Lot 5 of South 143 ft of Lot 22, F. Torry Subdivision, Located: 2509 Jackson, La Marque, Texas

City of La Marque
Claimant,

BY:

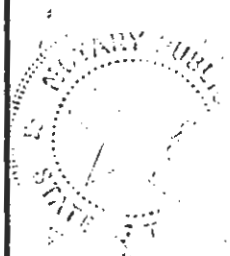
Carol L. McLemore
Carol L. McLemore, City Clerk

THE STATE OF TEXAS

005-96-2535

COUNTY OF GALVESTON

This instrument was acknowledged by Carol L. McLemore, of the City of La Marque, Texas, a municipal corporation, on this the 8th day of July, 1988, on behalf of said City



Deanie McNown
Notary Public in and for the
State of Texas

My Commission Expires: 5/21/91

seal

dmc

FILED FOR RECORD

JUL 20 10 44 AM '88

COUNTY CLERK
GALVESTON COUNTY TX.

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

JUL 20 1988



COUNTY CLERK
GALVESTON CO., TEXAS

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9j**
Prepared by: K.Van Stavern Reviewed by:
Department: Code Compliance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the forgiveness of all interest and administrative fees incurred by the City of La Marque for the demolition and weed control of a property located at 2509 Jackson, La Marque, Tx 77568

[X] **ATTACHMENTS FOR REFERENCE**

1. **Recorded liens**
2. **Lien Payoff Documentation submitted to requestor**
3. **Document with total of administrative fees and interest to be forgiven by the city.**

STAFF BRIEFING:

- Current property owner requested all fees on city issued liens be forgiven
- Current owner plans to build a new single family home on this location
- Current owner/developer has built numerous single family homes in LM
- 10% Interest is compounded yearly on liens $32,551.84 to date
- Administrative fees totaling $700.00 to date

Has City Attorney OR Special Legal Counsel reviewed and approved?
Yes

Have you discussed availability of funds/accounts with Finance Director?
Has Finance Director verified Purchasing Policy followed?
No expenditures expected by city

Have you presented your project to the Grants Administration Team and City Manager?
N/A

HISTORY:

- **January 19, 1989 Structure on this property was identified as a Public Safety & Health Nuisance.**
- **City Manager Ordered the Substandard Structure abated on or about January 30, 1989**
- **Mowing liens filed 07/08/1988, 8/14/1989, 06/24/1992, 01/31/1994, 01/19/1989, 07/12/1994, 11/29/1995,**

TARGET IMPLEMENTATION: March 13, 2022

SIGNIFICANT ACTION DATES:

CITY COUNCIL AGENDA FORM

- **City Manager Ordered the Substandard Structure abated on or about January 30, 1989**
- **Mowing liens filed 07/08/1988, 8/14/1989, 06/24/1992, 01/31/1994, 01/19/1989, 07/12/1994, 11/29/1995**

ACTION:

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

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

STAFF'S RECOMMENDATION: Motion to approve the forgiveness of the interest and administrative fees of $33,251.84 on city issued liens for 2509 Jackson , La Marque, TX (Staff requests fees and interest be forgiven pending full payment of costs incurred by the city within 90 days, totaling $1929.00)

FISCAL IMPACT: **self explanatory**

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9k**
Prepared by: Reviewed by:
Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a Final Plat application for Landing at Delany Cove Section 14, located near Mitchell Lane and F.M. 2004

X

ATTACHMENTS FOR REFERENCE

1. Submitted Final Plat
2. Planning and Zoning Commission Report
3. Letter of Recommendation from Adico, LLC

STAFF BRIEFING:

- The final plat was recommended for approval by Adico, the City's consulting engineer
- City Code requires that infrastructure be completed or a performance bond for completion of the infrastructure be provided in order for a final plat to be approved
- The County Clerk's office requires that one original mylar and two prints of platsbe provided in order to accept them for filing in the Galveston County real property records
- The County Clerk's office also requires that original tax certificates showing a zero balance be provided in order to accept a plat for filing in the in the Galveston County real property records
- Texas Local Government Code Chapter 212 and City Code Chapter 41 require that all conditions for plat approval be specifically listed as part of the approval

HISTORY:
12/7/2021 – Automatic approval.

TARGET IMPLEMENTATION: 12/13/ 2021

SIGNIFICANT ACTION DATES: **N/A**

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

CITY COUNCIL AGENDA FORM

ACTION:

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

Other Funding	

STAFF'S RECOMMENDATION: Recommend to approve Final Plat for Landing at Delany Cove Section 14 with the following Conditions.

1) Applicant must provide performance and maintenance bond or completed infrastructure accepted by the City prior to issuance of building permits; and

2) Applicant must submit final plat and supporting documents compliant with City Code Chapter 41 and Chapter 212 of the Texas Local Government Code; and

3) Prior to filing of the plat, one mylar and two prints of the plat in the condition for filing and original tax certificates showing all balances paid must be provided

FISCAL IMPACT: **N/A**

City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: December 7, 2021

Agenda Item: Discussion / possible action regarding a Final Plat application for Landing at Delany Cove Section 14, near FM 2004 and Mitchell Ln.

Item Type: Plat - Final

History: None

Standard for Approval: Plats that comply with the requirements of City Codie Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 71;
Chapter 211, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation: Motion to Approve with Conditions Landing at Delany Cove Section 14, with the following conditions:

1) Approved infrastructure construction plans;
2) Application provides a performance and maintenance bond or completed infrastructure accepted by the City prior to issuance of building permits; and
3) One mylar and two prints in the form for filing, plus original tax certificates showing all balances paid must be provided proper to filing of the plat.

LA MARQUE DEPARTMENT OF BUILDING AND INSPECTIONS

1111 Bayou Road
La Marque, Texas 77568
O. 409.938.9204
F. 409.908.0549

CITY OF LAMARQUE
Plat Application

DATE OF APPLICATION _____ FEE RECEIVED _____

NAME OF AGENT Carla Padilla PHONE 832-590-7238

ADDRESS 13430 Northwest Freeway, Suite 700, Houston, TX 77040

NAME OF OWNER Lennar Homes of Texas PHONE 281-874-8581

ADDRESS 681 Greens Parkway, Suite 220, Houston, TX 77067

PROPERTY DESCRIPTION:

ADDRESS unaddressed Landing at Delany Cove Section 14 - East of FM 2004 & North of FM 1765

PLOT OF AREA ATTACHED ☑ METES AND BOUNDS ATTACHED ☑

PRESENT ZONE R-1, Residential Single Family, Delany Cove PDD

APPLICATION CHECKLIST

[ ] **SITE PLAN (TO SCALE)** WITH EXISITNG IMPROVEMENTS, DEVELOPMENTS, AND PROPERTY LINES [8-1/2X11] IF LARGER THAN 8-1/2X11, PLEASE FOLD TO APPROPRIATE SIZE
[ ] **SURVEY** (TO SCALE) (2 COPIES)
[ ] **CURRENT TAX RECEIPTS**-COUNT TAX OFFICE, 722 MOODY (766-2481)
[ ] **TITLE REPORT** (IF LAND WAS PURCHASED WITHIN THE LAST 60 DAYS)

SUBMITTED TO THE PLANNING AND ZONING COMMISSION

DATE: _____

APPROVED _____ DENIED _____ OTHER _____

COMMENTS _____

APPLICANT'S CERTIFICATE

I AFFIRN THAT MY STATEMENT CONTAINED IN THE APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____
SIGNED

ADICO
CONSULTING ENGINEERS

Tuesday, September 7, 2021

Carla Padilla
IDS Engineering Group
13430 Northwest Freeway, Suite 700
Houston, TX 77040

Re: Landing at Delany Cove, Section 14 Final Plat
Letter of Recommendation to Approve
COLM Project No. PZ 2021-023
Adico, LLC Project No. 18100-2-070

Dear Ms. Padilla;

On behalf of the City of La Marque, Adico, LLC has reviewed the first submittal for Landing at Delany Cove Section 14 Final Plat received on or about August 31, 2021

Based on our review, we have no objections to the final plat as submitted on August 31, 2021. Please provide two (2) mylar prints, ten (10) folded prints and original tax certificates to Margaret Corfield, Development Services, 1130 1st St., La Marque, TX 77568.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Permits
File: 18100-2-078

STATE OF TEXAS

COUNTY OF GALVESTON

[illegible] Limited Liability Company, acting by and through [illegible], its duly authorized agent, being the owner of [illegible] acres of land, more or less, out of the [illegible] Survey, Abstract [illegible], Galveston County, Texas, and more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"), and whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said limited liability company.

Given under my hand and seal of office this the [illegible] day of [illegible], 2023.

Notary Public in and for the State of Texas

My Commission Expires: [illegible]

STATE OF TEXAS

COUNTY OF GALVESTON

I, [illegible], Clerk of the County Court of Galveston County, Texas, do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the [illegible] day of [illegible], 2023, at [illegible] o'clock [illegible].M., and duly recorded on the [illegible] day of [illegible], 2023, at [illegible] o'clock [illegible].M., in the Plat Records of Galveston County, Texas, in Instrument No. [illegible].

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

[illegible], County Clerk
Galveston County, Texas

By: [illegible], Deputy

STATE OF TEXAS

COUNTY OF GALVESTON

I, [illegible], County Judge of Galveston County, Texas, do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the [illegible] day of [illegible], 2023, at [illegible] o'clock [illegible].M., and duly recorded on the [illegible] day of [illegible], 2023, at [illegible] o'clock [illegible].M., in the Plat Records of Galveston County, Texas, in Instrument No. [illegible].

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

[illegible], County Judge
Galveston County, Texas

By: [illegible], Deputy

STATE OF TEXAS

COUNTY OF GALVESTON

I, [illegible], Clerk of the County Court of Galveston County, Texas, do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the [illegible] day of [illegible], 2023, at [illegible] o'clock [illegible].M., and duly recorded on the [illegible] day of [illegible], 2023, at [illegible] o'clock [illegible].M., in the Plat Records of Galveston County, Texas, in Instrument No. [illegible].

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

[illegible], County Clerk
Galveston County, Texas

By: [illegible], Deputy



Notes:

1. [illegible]

2. [illegible]

3. Unless otherwise indicated, the building lines [illegible] adjacent to all streets, Lot Access Lines, and [illegible] as established by the [illegible] Ordinance, as amended. The applicable provisions of the [illegible] Ordinance, City Code of Ordinances, as amended, shall apply to any additional restrictions not established hereon or shown.

4. All of the property within the boundaries of the plat subject to the jurisdiction of the City of La Marque, Texas.

5. [illegible]

6. Permanent [illegible] shall be established by the [illegible] Code, Title 11.

7. [illegible]

8. [illegible]

9. [illegible]

10. [illegible]

11. [illegible]

12. [illegible]

13. [illegible]

14. [illegible]

15. [illegible]

16. [illegible]

17. [illegible]

18. [illegible]

19. [illegible]

20. [illegible]

21. [illegible]

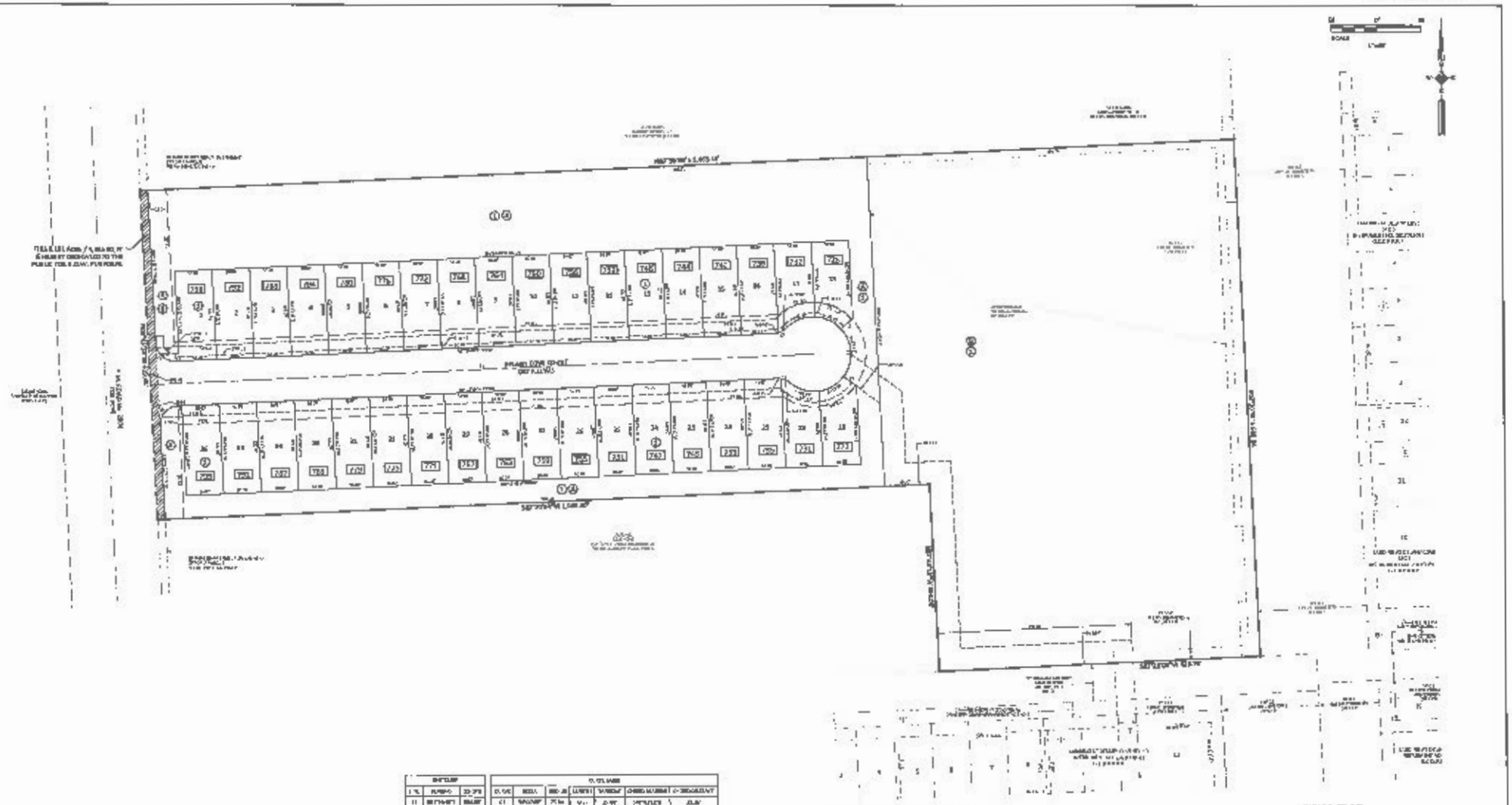
22. [illegible]

23. [illegible]

24. [illegible]

25. [illegible]

26. [illegible]



FINAL PLAT

LANDING AT DELANY COVE SEC 14

A SUBDIVISION OF

17.219 ACRES

LOCATED IN

S.F. AUSTIN LEAGUE NO. 4 SURVEY, A-2

CITY OF LA MARQUE, GALVESTON COUNTY, TEXAS

36 LOTS 1 BLOCKS 2 RESERVES

OWNER: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

ENGINEER: IDS Engineering Group

August, 2021

2020 TAX STATEMENT

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

Certified Owner:
LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION LTD
681 GREENS PKWY STE 220
HOUSTON, TX 77067

Legal Description:
ABST 2 S F AUSTIN SUR #4 TR 99-1, ACRES 25.214

Account No: 426949

Appr. Dist. No.: 0002080990001000

Legal Acres: 25.2140
Parcel Address:
Print Date: 08/12/2021

As of Date: 08/12/2021

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
$589,850	$0	$589,850	$589,850	$0	$0	$0	$589,850

Taxing Unit	Assessed Value (100%)	Exemptions Code	Exemptions Amount	Taxable Value	Tax Rate	Tax
GALVESTON CO	$589,850		$0.00	$589,850	0.4651280	$2,743.56
ROAD & FLOOD	$589,850		$0.00	$589,850	0.0107720	$63.54
HITCHCOCK ISD	$589,850		$0.00	$589,850	1.1364000	$6,703.06
CITY OF LA MARQUE	$589,850		$0.00	$589,850	0.5507640	$3,248.68
$938.13						
DRAIN DIST #2	$589,850		$0.00	$589,850	0.0502450	$296.37
COLL OF THE MAINLAND	$589,850		$0.00	$589,850	0.2419630	$1,427.22

Total Tax: $14,482.43
Total Tax Paid to date: $14,482.43
Total Tax Remaining: $0.00

mptions:

AMOUNT DUE IF PAID BY:

08/31/2021 19 + up to 20%	09/30/2021 20 + up to 20%	11/01/2021 21 + up to 20%	11/30/2021 22 + up to 20%	12/31/2021 23 + up to 20%	01/31/2022 24 + up to 20%
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information:
HITCHCOCK ISD 2020 M&O .93640000 I&S .20000000 Total 1.1364000 2019 M&O .97000000 I&S .41000000 Total 1.3800000

4.1.71

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

Print Date: 08/12/2021

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Galveston County Tax Office
722 Moody
Galveston, Texas 77550
409-766-2481, 1-877-766-2284

426949

426949
LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION LTD
681 GREENS PKWY STE 220
HOUSTON, TX 77067

AMOUNT PAID:

$_____.____

0000000426949 0000000000 0000000000 0000000000 0000000000 4

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9I**

Prepared by: Reviewed by:

Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding a Final Plat application for O'Reilly La Marque Addition, a 1.489 tract of land, being a portion of that called 46.437 acre tract of land of the W.K. Wilson League, Abstract 2018, Galveston County, located near FM 1764 and IH 45 S

X

ATTACHMENTS FOR REFERENCE

1. Submitted Final Plat
2. Planning and Zoning Commission Report
3. Letter of Recommendation from Adico, LLC

STAFF BRIEFING:

- The final plat was also recommended for approval by Adico, the City's consulting engineer
- City Code requires that infrastructure be completed or a performance bond for completion of the infrastructure be provided in order for a final plat to be approved
- The County Clerk's office requires that one original mylar and two prints of platsbe provided in order to accept them for filing in the Galveston County real property records
- The County Clerk's office also requires that original tax certificates showing a zero balance be provided in order to accept a plat for filing in the in the Galveston County real property records
- Texas Local Government Code Chapter 212 and City Code Chapter 41 require that all conditions for plat approval be specifically listed as part of the approval

HISTORY:
12/07/21 – Automatic approval.

TARGET IMPLEMENTATION: 12/13/21

SIGNIFICANT ACTION DATES: **N/A**

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	

CITY COUNCIL AGENDA FORM

Line Item #	
Other Funding	

ACTION:

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

---

STAFF'S RECOMMENDATION: Recommend to approve Final Plat for O'Reilly La Marque with the following Conditions.

1) Applicant must provide performance and maintenance bond or completed infrastructure accepted by the City prior to issuance of building permits; and

2) Applicant must submit final plat and supporting documents compliant with City Code Chapter 41 and Chapter 212 of the Texas Local Government Code; and

3) Prior to filing of the plat, one mylar and two prints of the plat in the condition for filing and original tax certificates showing all balances paid must be provided

FISCAL IMPACT: **N/A**

CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9252 S.Sutton@CityOfLaMarque.Org

Plat and Re-Plat Application

Project Address: NONE ASSIGNED **Permit #:** _____

Parcel #: 732635 **Legal Description:** SEE ATTACHED

Fee: NONE **Zoning Designation:** GC [X] **Commercial Project** [ ] **Residential Project**

Plat of Area Attached: [X] YES [ ] NO **Metes and Bounds Attached:** [X] YES [ ] NO **Survey Attached:** [X] YES [ ] NO

Type of Plat: (circle one) Preliminary Plat Re-Plat Final Plat

Property Description:
SEE ATTACHED

Owner Name: O'REILLY AUTO ENTERPRISES, LLC **Phone:** 417-862-2674

Email: oreillyauto@ae-inc.com **FAX:** 417-829-5726

Address: 233 s. Patterson, Springfield, MO 65802

Application Checklist

[X] **Site Plan** (to scale) **with Existing Improvements, Developments and Property Lines**
(8-1/2 X 11 if larger than 8 1/2 x 11 please fold to appropriate size)

[X] **Survey** (to scale, 2 copies)

[X] **Original Certified Tax Receipt Showing Acre and Taxes Paid Current**

[X] **Title Report** (If purchased in the last 60 days) or

[ ] **Platting Letter**

Filing Fees

A filing fee of $200.00 per plat plus $8.00 per lot shall be required and made payable by check drawn to the order of city upon submission of the preliminary plat to the planning commission for approval. No charge will be made for the final plat. For re-plats, a charge of $150.00 will be made in the event no preliminary plat is required. If preliminary plat is required, the required charge shall be the same as for a new subdivision plat.

Submitted to the Planning and Zoning Commission **Date Submitted:** _____

APPROVED: _____ **DENIED:** _____ **OTHER:** _____

Comments: _____

Applicant Certificate

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

Signature of applicant: _____ **Date:** 10-20-21

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Alamo Title Insurance

Commitment Number:

4000411900440

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Alamo Title Insurance, a Texas corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued By:

Alamo Title Company

Alamo Title Insurance
By:

Randy Quirk, President

Attest:

Meghan Stryk

Marjorie Nemzura, Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

SCHEDULE A

Effective Date: August 10, 2021 at 8:00 AM
Commitment No.: 4000411900440

GF No.: SAT-41-4000411900440-NW
Issued: August 23, 2021 at 8:00 AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)

   Policy Amount: $595,000.00
   PROPOSED INSURED: O'REILLY AUTO ENTERPRISES, LLC, a Delaware limited liability company

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

   Policy Amount:
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER

   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

   O'Reilly Auto Enterprises, LLC, a Delaware limited liability company

SCHEDULE A
(continued)

4. Legal description of land:

A 1.489 acre tract of land, being a portion of that called 46.437 acre tract of land described in that Special Warranty Deed recorded March 18, 2015 under Galveston County Clerk's File No. 2015015559, situated in the W.K. WILSON LEAGUE, Abstract No. 208, Galveston County, Texas, being more particularly described as follows:

Commencing at a 1/2" rebar with cap marked "TRUE MERIDIAN" found marking the Northeast corner of the Plat of HIGH POINT SELF STORAGE, according to the map or plat thereof as recorded under Galveston County Clerk's Document No. 2016063932, and the Northwest corner of a 46.437 acre tract of land conveyed to Yode Investments LLC as described under Galveston County Clerk's Document No. 2015015559; thence along the Southeasterly right-of-way line of F.M. 1764, North 48°57'00" East 315.15 feet to a found 1/2 inch rebar with cap marked "TRUE MERIDIAN" and the POINT OF BEGINNING; thence continuing along said Southeasterly right-of-way line, North 48°57'00" East, 216.23 feet, to a set 1/2 inch rebar with cap marked "WEHDE LS 6133" marking the most Northerly corner of this parcel; thence South 41°03'00" East 300.00 feet to a set 1/2 inch rebar with cap marked "WEHDE LS 6133" marking the most Easterly corner of this parcel; thence South 48°57'00" West 216.23 feet to a set 1/2 inch rebar with cap marked "WEHDE LS 1633" marking the most Southerly corner of this parcel; thence North 41°03'00" West, passing at a distance of 15.00 feet a found 1/2" rebar with cap marked "TRUE MERIDIAN", and continuing for a total distance of 300.00 feet to the POINT OF BEGINNING.

Contains 64,869 Square Feet or 1.489 acres, more or less.

END OF SCHEDULE A

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: 4000411900440 GF No.: SAT-41-4000411900440-NW

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Intentionally Deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

   (Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

   (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

b. Rights of parties in possession.

c. Intentionally Deleted.

d. Intentionally Deleted.

e. Intentionally Deleted.

f. Intentionally Deleted.

g. Intentionally Deleted.

h. Intentionally Deleted.

i. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 10, 1933, recorded at Volume 485, page 344 of the Deed Records of Galveston County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

j. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 7, 1958, recorded at Volume 1373, Page 117 of the Deed Records of Galveston County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

k. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated March 12, 1975, recorded at Volume 2581, Page 294 of the Deed Records of Galveston County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

l. Intentionally Deleted.

m. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated April 10, 1979, recorded at County Clerk's File No. 9006383 of the Official Records of Galveston County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

n. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated August 25, 1978, recorded at County Clerk's File No. 9006384 of the Official Records of Galveston County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

o. Surface rights waived as therein provided by instrument recorded in Volume 3140, Page 403 of the County Clerk's Records of Galveston County, Texas and by instrument filed for record under County Clerk's File No. 9019556 of the Official Records, Galveston County, Texas.

p. Intentionally Deleted.

q. Terms, conditions and stipulations contained in those certain Surface Lease and Purchase Option Agreement as set forth in instrument filed for record under Galveston County Clerk's File No. 9732690, 9732691, and 9732692 instruments. (Drill Site location cannot be determined)

MAY BE REMOVED UPON COMPANY'S RECEIPT OF AN AFFIDAVIT ACCEPTABLE TO COMPANY AFFIRMING THAT THE MATTER DOES NOT AFFECT THE PROPERTY.

r. Terms, conditions, provisions and easements under Reciprocal Easement Agreement between Yode Investments, LLC, a Texas limited liability company and KSL Development, LLC, a Texas limited liability company and Wear Properties, LP, a Texas limited partnership, by instrument dated February 1, 2019 filed for record under County Clerk's File No. 2019007030 of the Official Records of Galveston County, Texas.

s. Intentionally Deleted.

t. Terms, conditions, provisions and easements between YODE Investments, LLC and KSL Development, LLC and Wear Properties, LP by Reciprocal Easement Agreement dated February 26, 2019 filed for record under County Clerk's File No. 2019009807 of the Official Records of Galveston County, Texas

u. The Land has frontage or abuts FM 1764, which is a controlled access highway. This policy does not insure against the exercise of power by competent governmental authority to limit, control or deny access, ingress or egress to the Land from said highway or service road which the Land abuts, nor does it insure that the Insured has or shall continue to have access, ingress or egress from such property to and from said highway and service road.

v. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

SCHEDULE C

Commitment No.: 4000411900440 GF No.: SAT-41-4000411900440-NW

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   b. all standby fees, taxes, assessments and charges against the property have been paid,

   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,

   d. there is legal right of access to and from the land,

   e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. The Company must be furnished with a properly executed Affidavit of Debts and Liens from the owner(s).

6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Liability Company: YODE INVESTMENTS, LLC a Texas Limited Liability Company

   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

   c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

SCHEDULE C
(continued)

Name(s) furnished: O'REILLY AUTO ENTERPRISES, LLC, a Delaware limited liability company

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: O'REILLY AUTO ENTERPRISES, LLC

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. The Land lies within the boundaries of Galveston County Drainage District No. 2 and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.

10. If the Company is to delete the appropriate portion of the standard survey exception and provide a T-19 endorsement, the Company must be provided a survey and field notes from a Registered Public Surveyor on a form and in a manner acceptable to the Company, showing the following:

(a) the location of all improvements and showing the exact location of all building lines in relation to the property lines;

(b) easements and/or rights of way dedicated or not, that a physical inspection of the Land might disclose;

(c) all encroachments, or on the face of the survey, a statement of "No Encroachments." Any survey required in the current transaction must be submitted to the Company for review at least 24 hours prior to closing.

The Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

11. NOTE: Last deed dated March 4, 2015 in favor of YODE, INVESTMENTS, LLC, a Texas limited liability company, filed for record under County Clerk's File No. 2015015559 of the Official Records of Galveston County, Texas.

SCHEDULE D

Commitment No.: 4000411900440 GF No.: SAT-41-4000411900440-NW

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Alamo Title Insurance**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

   Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Joseph W. Grealish, Erika Meinhardt, John A. Wunderlich, Roger S. Jewkes

   Officers: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

   Alamo Title Company

   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

   Owners: Alamo Title Holding Company owns 100% of **Alamo Title Company**

   (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

   Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Alamo Title Company**

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

   Directors: Raymond Randall Quirk, Anthony John Park

   Officers: Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President), Nancy Fox (Vice President)

   (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.

   (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   You are further advised that the estimated title premium* is:

Owner's Policy		$	3,441.00
Endorsement Charges		$	566.15
	Total	$	4,007.15

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propriedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y endenterlo complemente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

TEXAS TITLE INSURANCE INFORMATION
(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of Insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature _____ Date _____

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- Information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ADICO
CONSULTING ENGINEERS

Thursday, December 2, 2021

James V. Wehde
10 West Land Surveying & Mapping
410 S. Forest Glen Blvd.
Post Falls, ID 83854

Re: O'Reilly La Marque Addition Final Plat
1.489 acres of W.K. Wilson League, Abstract No. 208
Letter of Recommendation to Approve
Adico, LLC Project No. 18100-2-081

Dear Mr. Wehde;

On behalf of the City of La Marque, Adico, LLC has reviewed the second submittal of the O'Reilly La Marque Addition final plat, a 1.489-acre tract within W.K. Wilson League, Abstract No. 208, located on FM 1764, La Marque, TX, received on or about December 2, 2021.

Based on our review, we have no objections to the final plat as submitted on November 17, 2021. Please provide one (1) mylar and two (2) prints of the plat to Margaret Corfield, Development Services, 1130 1st St. La Marque, TX 77568.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Permits
File: 18100-2-081

APPROVED, ADICO, LLC, 12022021

OWNER'S ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS
COUNTY OF GALVESTON

WE, O'REILLY AUTO ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNERS OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP OF O'REILLY LA MARQUE ADDITION, DO HEREBY MAKE SUBDIVISION ON SAID PROPERTY ACCORDING TO THE LINES, STREETS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS O'REILLY LA MARQUE ADDITION IN THE W.K. WILSON LEAGUE, ABSTRACT NO. 208, GALVESTON COUNTY, TEXAS, AND DEDICATE THE STREETS AND EASEMENTS SHOWN THEREON FOREVER.

THIS IS TO CERTIFY THAT WE, O'REILLY AUTO ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF LA MARQUE IN GALVESTON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, O'REILLY AUTO ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS

CAUSED THESE PRESENTS TO BE SIGNED BY _____, WHO IS _____

THIS _____ DAY OF _____, 2021.

O'REILLY AUTO ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____
BY:

ITS:

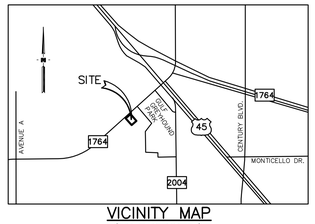
STATE OF MISSOURI }
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public for the State of Missouri personally appeared

_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

_____
Notary Public, State of Missouri



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATE:

I, JAMES VINCENT WEHDE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN, ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON PIPES OR RODS HAVING OUTSIDE DIAMETER OF NOT LESS THAN ONE HALF (1/2) INCH AND A LENGTH OF NOT LESS THAN 2.5 FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

STATE OF TEXAS
REGISTERED
JAMES VINCENT WEHDE
6133
PROFESSIONAL
LAND SURVEYOR

_____
JAMES VINCENT WEHDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6133

WE HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF O'REILLY LA MARQUE ADDITION, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LA MARQUE, TEXAS ON THE _____ DAY OF _____, A.D. 20____ AND BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ON THE _____ DAY OF _____, A.D. 20___.

_____
CHAIRMAN, PLANNING COMMISSION

_____
KEITH BELL
MAYOR OF THE CITY OF LA MARQUE, TEXAS

I, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON

_____, 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 D. SULLIVAN, COUNTY CLERK,
GALVESTON COUNTY, TEXAS

BY: _____
DEPUTY

METES AND BOUNDS DESCRIPTION
1.489 ACRES

A 1.489 ACRE TRACT OF LAND, BEING A PORTION OF THAT CALLED 46.437 ACRE TRACT OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED MARCH 18, 2015 UNDER GALVESTON COUNTY CLERK'S FILE NO. 2015015559, SITUATED IN THE W.K. WILSON LEAGUE, ABSTRACT NO. 208, GALVESTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 1/2" REBAR WITH CAP MARKED "TRUE MERIDIAN" FOUND MARKING THE NORTHEAST CORNER OF THE PLAT OF HIGH POINT SELF STORAGE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER GALVESTON COUNTY CLERK'S DOCUMENT NO. 2016063932, AND THE NORTHWEST CORNER OF A 46.437 ACRE TRACT OF LAND CONVEYED TO YODE INVESTMENTS LLC AS DESCRIBED UNDER GALVESTON COUNTY CLERK'S DOCUMENT NO. 2015015559; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF F.M. 1764, NORTH 48°57'40" EAST 315.15 FEET TO A FOUND 1/2 INCH REBAR WITH CAP MARKED "TRUE MERIDIAN" AND THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 48°57'40" EAST, 216.23 FEET, TO A FOUND 1/2 INCH REBAR WITH CAP MARKED "WEHDE LS 6133" MARKING THE MOST NORTHERLY CORNER OF THIS PARCEL; THENCE SOUTH 41°02'20" EAST 300.00 FEET TO A FOUND 1/2 INCH REBAR WITH CAP MARKED "WEHDE LS 6133" MARKING THE MOST EASTERLY CORNER OF THIS PARCEL; THENCE SOUTH 48°57'40" WEST 216.23 FEET TO A FOUND 1/2 INCH REBAR WITH CAP MARKED "WEHDE LS 1633" MARKING THE MOST SOUTHERLY CORNER OF THIS PARCEL; THENCE NORTH 41°02'20" WEST, PASSING AT A DISTANCE OF 15.00 FEET A FOUND 1/2" REBAR WITH CAP MARKED "TRUE MERIDIAN", AND CONTINUING FOR A TOTAL DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 64,869 SQUARE FEET OR 1.489 ACRES, MORE OR LESS.

DRAWN	JVW 09/06/21 DATE	CHECKED	SM 09/26/21 DATE
DESIGNED	DATE		PROJECT ENGINEER
APPROVED	09/06/21 DATE		JDP PROJECT MANAGER

PATH

NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. ALL THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF LA MARQUE, TEXAS.

3. THIS PLAT IS SUBJECT TO INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AS SET FORTH UNDER GALVESTON COUNTY CLERK VOLUME 485, PAGE 344.

4. THIS PLAT IS SUBJECT TO INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AS SET FORTH UNDER GALVESTON COUNTY CLERK VOLUME 1373, PAGE 117.

5. THIS PLAT IS SUBJECT TO INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AS SET FORTH UNDER GALVESTON COUNTY CLERK VOLUME 2581, PAGE 294.

6. THIS PLAT IS SUBJECT TO INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AS SET FORTH UNDER GALVESTON COUNTY CLERK' FILE NO. 9006383.

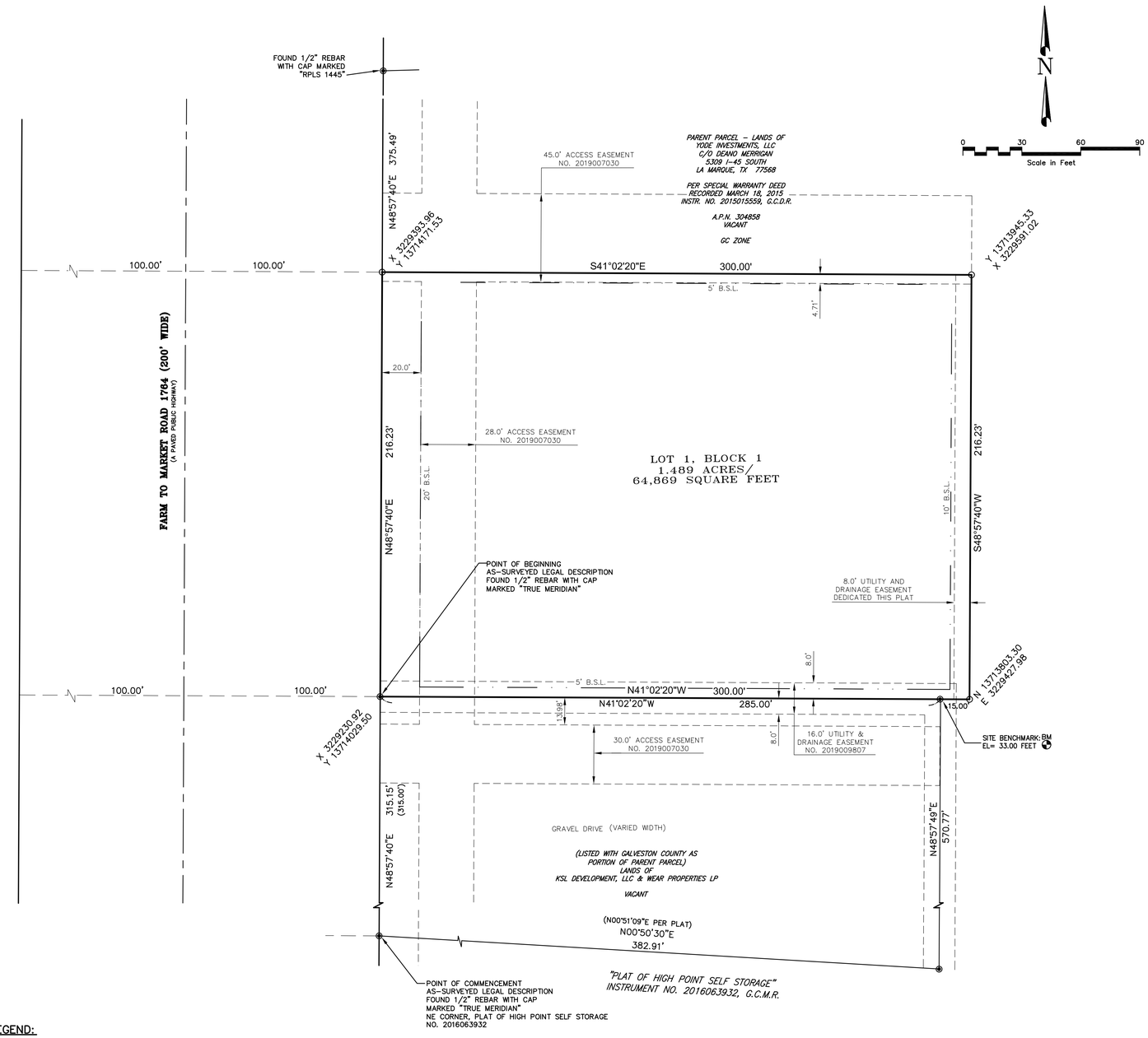
7. THIS PLAT IS SUBJECT TO INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AS SET FORTH UNDER GALVESTON COUNTY CLERK'S FILE NO. 9006384.

8. THIS PLAT IS SUBJECT TO SURFACE RIGHTS WAIVED, AS SET FORTH UNDER GALVESTON COUNTY CLERK VOLUME NO. 3140, PAGE 403, AND UNDER GALVESTON COUNTY CLERK'S FILE NO. 9019566.

9. THIS PLAT MAY BE SUBJECT TO SURFACE LEASE AND PURCHASE OPTION AGREEMENT AS SET FORTH IN INSTRUMENT FILED FOR RECORD UNDER GALVESTON COUNTY CLERK'S FILE NO. 9732690, 9732691, AND 9732692; EXHIBIT "A" LISTED IN EACH DOCUMENT IS NOT ATTACHED THEREIN.

10. THIS PLAT IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS AND EASEMENTS UNDER RECIPROCAL EASEMENT AGREEMENT BETWEEN YODE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY AND KSL DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY AND WEAR PROPERTIES, LP, A TEXAS LIMITED PARTNERSHIP, AS SET FORTH IN INSTRUMENT FILED FOR RECORD UNDER GALVESTON COUNTY CLERK'S FILE NO. 2019007030.

11. THIS PLAT IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS AND EASEMENTS BETWEEN YODE INVESTMENTS, LLC AND KSL DEVELOPMENT, LLC AND WEAR PROPERTIES, LP BY RECIPROCAL EASEMENT AGREEMENT, AS SET FORTH IN INSTRUMENT FILED FOR RECORD UNDER GALVESTON COUNTY CLERK'S FILE NO. 2019009807.



LEGEND:

———	PROPERTY LINE
- - - - -	EASEMENT LINE
——— — ———	CENTERLINE
——— · ———	BUILDING SETBACK LINE
G.C.M.R.	GALVESTON COUNTY MAP RECORD
G.C.D.R.	GALVESTON COUNTY DEED RECORD
◉	FOUND 1/2" REBAR WITH CAP MARKED "TRUE MERIDIAN" UNLESS NOTED OTHERWISE
○	FOUND 1/2" REBAR WITH CAP MARKED "WEHDE LS 6133"

OWNER
O'REILLY AUTO ENTERPRISES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

223 SOUTH PATTERSON AVENUE
SPRINGFIELD, MO 65802

SURVEYOR

10 west
LAND SURVEYING & MAPPING

410 S. FOREST GLEN BLVD., POST FALLS, ID 83854
tel/fax: 1-888-TEN-WEST
www.10westsurvey.com

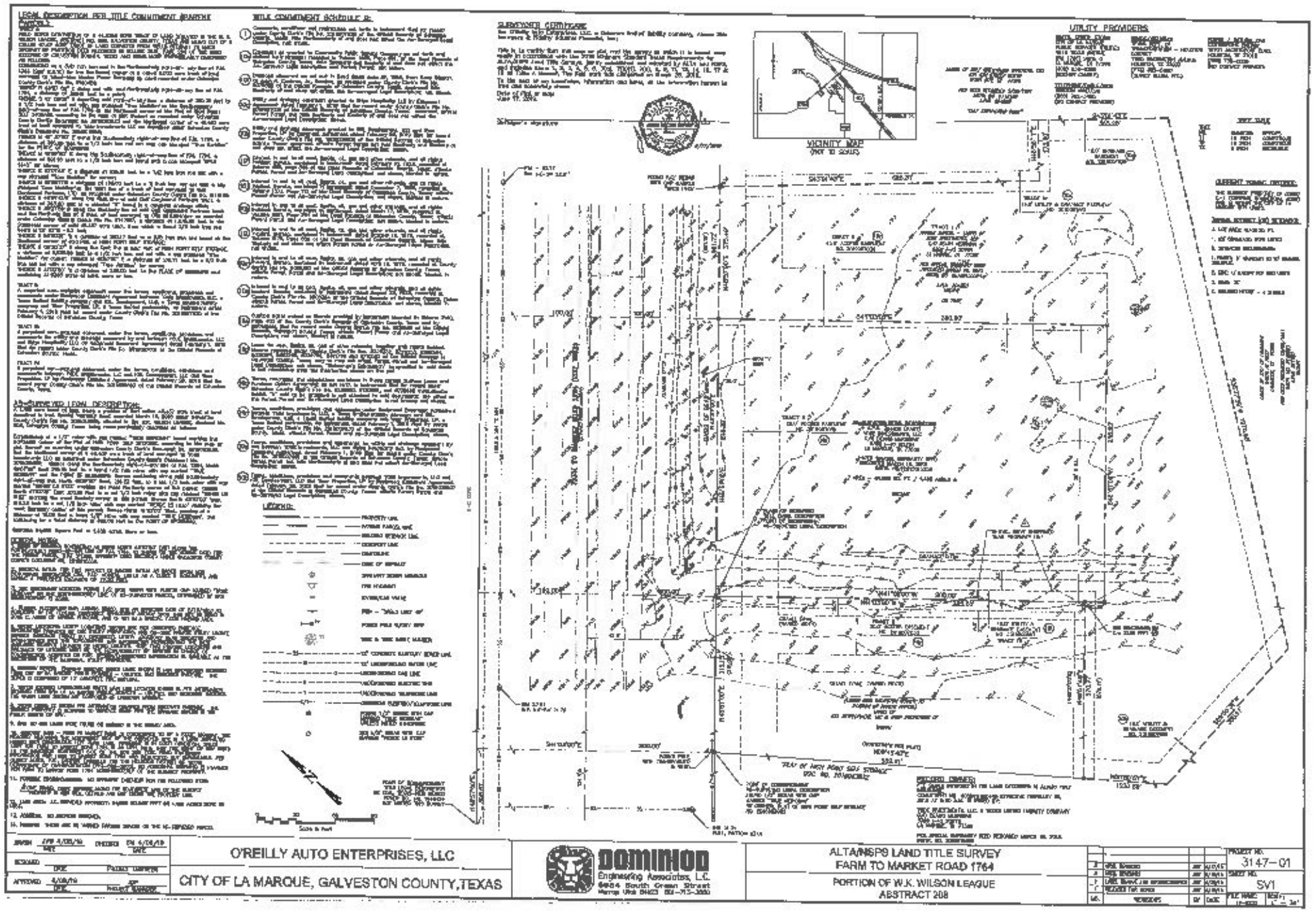
FINAL PLAT
O'REILLY LA MARQUE ADDITION

BEING A SUBDIVISION OF 1.489 ACRES
LOCATED IN THE
W.K. WILSON LEAGUE, ABSTRACT NO. 208
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS

1 LOT, 1 BLOCK

SCALE: 1"=30' DATE: SEPTEMBER, 2021

INSTRUMENT NO._____, DATE _____, 2021 1 OF 1


LEGAL DESCRIPTION PER TITLE COMMITMENT (PARENT PARCEL)
TITLE COMMITMENT SCHEDULE B:
SURVEYOR'S CERTIFICATE
VICINITY MAP
(NOT TO SCALE)
UTILITY PROVIDERS
ADJOINER OWNERS
LEGEND:
PROPERTY LINE
EASEMENT LINE
BUILDING SETBACK LINE
CENTERLINE
EDGE OF ASPHALT
FIRE HYDRANT
WATER GATE VALVE
POWER POLE W/GUY WIRE
TREE & TREE MARKER
12" CONCRETE SANITARY SEWER LINE
12" UNDERGROUND WATER LINE
UNDERGROUND GAS LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE
COMMON OVERHEAD UTILITY LINE
POINT OF BEGINNING
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT J
TRACT K
TRACT L
TRACT M
TRACT N
TRACT O
TRACT P
TRACT Q
TRACT R
TRACT S
TRACT T
TRACT U
TRACT V
TRACT W
TRACT X
TRACT Y
TRACT Z
TRACT AA
TRACT BB
TRACT CC
TRACT DD
TRACT EE
TRACT FF
TRACT GG
TRACT HH
TRACT II
TRACT JJ
TRACT KK
TRACT LL
TRACT MM
TRACT NN
TRACT OO
TRACT PP
TRACT QQ
TRACT RR
TRACT SS
TRACT TT
TRACT UU
TRACT VV
TRACT WW
TRACT XX
TRACT YY
TRACT ZZ
Scale in Feet
O'REILLY AUTO ENTERPRISES, LLC
CITY OF LA MARQUE, GALVESTON COUNTY, TEXAS
DOMINION
Engineering Associates, L.L.C.
6464 South Green Street
Harris Use 0423 (281-713-3500)
ALTA/NSPS LAND TITLE SURVEY
FARM TO MARKET ROAD 1764
PORTION OF W.K. WILSON LEAGUE
ABSTRACT 208
PROJECT NO.
314-7-01
SHEET NO.
SV1
FILE NAME:
SCALE:
1" = 30'

City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: December 7, 2021

Agenda Item: Discussion / possible action regarding a request for Conditional Use within zoning district (C-2) Restricted Commercial. The proposed conditional use is for construction of a Single Family dwelling on Lot 2 of the J Dugey Subdivision located near 1st St (Galveston County Property ID#196669)

Item Type: Conditional Use

History: None

Standard for Approval: "[E]ither the general welfare of the city affected by the area to be changed will be enhanced, or that the property is unusable for the purposes allowed under existing zoning." *See* City Code Sec. 71-26(k).

References: City Code Chapter 71;
Chapter 211, Texas Local Government Code

Council approval: Required; Ordinance also required

Public comments:

Recommendation:

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

Conditional Use Permit Application

Application Date: 10/18/2021 **SmartGov Project #:**

Name of Agent: Juan Galvan **Phone:** 713-382-5207

Address: 7670 Greenstone St Houston, TX 77087

Name of Owner: Juan Galvan **Phone:** 713-382-5207

Address: 408 Elmo St. La Marque, TX 77568

Property Description: Conditional Use Permit **Parcel #:**

Address: 408 Elmo St. La Marque, TX 77568

Plot of Area Attached: YES [NO] **Metes and Bounds Attached:** YES [NO]

Present Zone: Restricted Commercial

Reason for Change: Conditional Use Permit for single family Residential use

Desired Outcome: Single family residential use

APLICATION CHECKLIST

[ ] **SITE PLAN** (To scale) **WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES**

(8-1/2 X 11 if larger than 8 1/2 x 11 please fold to appropriate size)

[ ] **SURVEY** (To scale, 2 Copies)

[ ] **CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS**

[ ] **TITLE REPORT** (If purchased in the last 60 days) **OR**

[ ] **PLANNING LETTER**

[ ] **NON-REFUNDABLE APPLICATION FEE** (Payable to the "City Of La Marque")

Submitted to the Board on: / /

Approved: **Denied:** **Other:**

Comments:

APPLICANTS CERTIFICATE

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

Signature of applicant: **Date:** Oct 18, 2021

NOTE: All Planning and Zoning meetings take place on the 2nd Tuesday of the each month. Applications must be received **30 days** prior to the 2nd Tuesday of each month to be considered for that Planning and Zoning Commission meeting.

TAX RECEIPT

VERARENEE ROBINSON
TEXAS CITY ISD TAX ASSESSOR-COLLECTOR
1700 9TH AVENUE NORTH, P O BOX 1150
TEXAS CITY, TX 77592

Certified Owner:
URBINA JUAN MANUEL GALVAN & CLEMANTINA G
7670 GREENSTONE
HOUSTON, TX 77087

Legal Description:
ABST 150 J D MOORE SUR LOT 2 BLK 1 ELMO
J DUGEY SUB

Parcel Address: 408 ELMO
Legal Acres: 0.2085

Remit Seq No: 46340940
Receipt Date: 01/26/2021
Deposit Date: 01/26/2021
Print Date: 01/26/2021 04:03 PM
Printed By: JEANETTE

Deposit No: 210127C189
Validation No: 900000059758705
Account No: **3085-0001-0002-000**
Operator Code: JEANETTE

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2020	Texas City Isd	TL	4,510	1.360700	61.37	0.00	0.00	61.37
					$61.37	$0.00	$0.00	$61.37

> - -

- - <

Check Number(s):
1637

PAYMENT TYPE:
Checks: $61.37

Exemptions on this property:

Total Applied: $61.37
Total Tendered: $61.37
(for accounts paid on 01/26/2021)
Change Paid: $0.00

Account No: 3085-0001-0002-000
PAYER:
URBINA JUAN MANUEL GALVAN & CLEMANTINA G
7670 GREENSTONE
HOUSTON, TX 77087

ACCOUNT PAID IN FULL



LEGEND

Fnd.	Found
R.O.W	Right of Way
U.E.	Utility Easement
	Power Pole
—OHL—	Overhead Utility Line
- \ \ \ -	Wood Fence
#xxx	Address Number

Survey of Lot Two (2), in Block One (1), of **ELMO J. DUGEY SUBDIVISION**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 3, Map No. 35.1, of the Map Records in the Office of the County Clerk of Galveston County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

STATE OF TEXAS
REGISTERED
STEPHEN C. BLASKEY
5856
PROFESSIONAL
LAND SURVEYOR

SURVEY DATE:	JUNE 15, 2021
FILE No.:	3085-0001-0002-000
DRAFTING:	JMH
JOB No.:	21-0398

High Tide Land Surveying LLC.
LEAGUE CITY OFFICE
Registration Number: 10194548
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

NOTES:
1) This property does not lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
3) Bearings based on Monumentation of the Southwest R.O.W. line of Elmo Street.
4) Surveyed without benefit of a Title Report.

City of La Marque
1130 1st Street
La Marque, Texas 77568
409.938.9204

CITY OF LA MARQUE
NOTICE TO PROPERTY OWNERS
OF A REQUESTED CONDITIONAL USE OF PROPERTY WITHIN 200 FEET

November 15, 2021

Dear Property Owner:

This PUBLIC NOTICE is required by the City of La Marque Code of Ordinances, Section 71-6. An application for Conditional Use for a property in your area has been received by the Planning and Zoning Commission. Land under your ownership or care, as listed with the Galveston County Appraisal District Tax Records, is located within 200 feet of the property that is being considered for Conditional Use. Your property is not being affected as part of this request.

This is your OFFICIAL NOTICE that the City of La Marque Planning and Zoning Commission will hold a Public Hearing on **Tuesday, December 7, 2021, at 4:00 p.m. in person and video conference** regarding:

> A preliminary report on a request for conditional use within zoning district (C-2) Restricted Commercial. The proposed conditional use is for construction of a Single Family dwelling on Lot 2 of the J Dugey Subdivision located near 1st St (Galveston County Property ID#196669)

You may provide comments during the meeting by telephone or video using the following Zoom meeting information: Dial in number: 1 (346) 248-7799; Meeting ID:92887385489; Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address: https://zoom.us/j/92887385489. The full agenda packet will be available at least 72 hour prior to the meeting on the City's website https://ci.la-marque.tx.us/AgendaCenter.

If you are unable to attend, and wish to comment, you may also provide comments by email at permits@cityoflamarque.org, or by mail at:

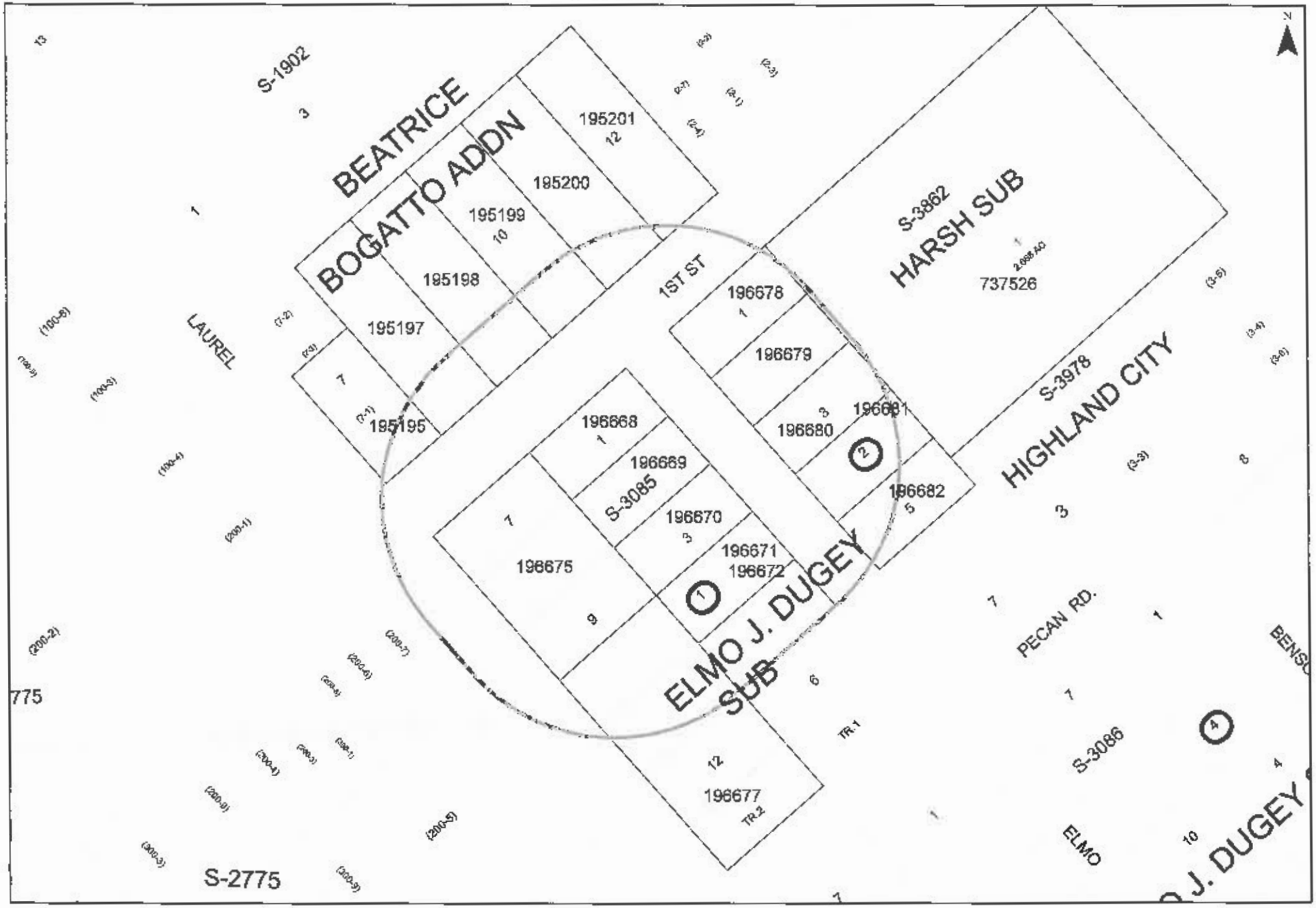
City of La Marque
Development Services Department
1130 1st Street
La Marque, TX 77568

Respectfully,
Margaret Corfield
Development Services

Galveston Central Appraisal District

ID	GEOID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
196677	3085-0001-0010-000	USA-POSTAL SERVICE		475 LENFANT PLZ SW		WASHINGTON	DC	20260-0004
196672	3085-0001-0005-000	ZUNIGA RYAN		424 ELMO ST		LA MARQUE	TX	77568-4219
196671	3085-0001-0004-000	MENDEZ JOSE V & IRMA O		418 ELMO ST		LA MARQUE	TX	77568-4219
196670	3085-0001-0003-000	MENDEZ JOSE V & IRMA O		418 ELMO ST		LA MARQUE	TX	77568-4219
196675	3085-0001-0007-000	LA MARQUE ECONOMIC DEV CORP		1111 BAYOU		LA MARQUE	TX	77568
196682	3085-0002-0005-000	ROBBERTS CHARLES C &		JACQUELINE	423 ELMO ST	LA MARQUE	TX	77568-4218
196681	3085-0002-0004-000	PADRON JOSE		417 ELMO ST		LA MARQUE	TX	77568-4218
196668	3085-0001-0001-000	MCCLINE ORA D		PO BOX 385		LA MARQUE	TX	77568-0385
196680	3085-0002-0003-000	LA MARQUE ECONOMIC DEV CORP		1111 BAYOU		LA MARQUE	TX	77568
195195	1902-0000-0007-001	LA MARQUE ECONOMIC DEVEL CORP		1111 BAYOU RD		LA MARQUE	TX	77568
196679	3085-0002-0002-000	OCHOA TOMAS		11034 MESQUITE DR		LA PORTE	TX	77571
196678	3085-0002-0001-000	SORTO JAVIER E & ELOISA		2201 GLENDALE ST		LA MARQUE	TX	77568-5544
195197	1902-0000-0008-000	LA MARQUE ECONOMIC DEVEL CORP		1111 BAYOU RD		LA MARQUE	TX	77568
195198	1902-0000-0009-000	LA MARQUE ECONOMIC DEVELOPMENT CORPORATION		1130 1ST ST		LA MARQUE	TX	77568
195199	1902-0000-0010-000	FLORES DAVID M & MONIQUA		3440 TEXAS AVE		TEXAS CITY	TX	77590
195200	1902-0000-0011-000	KPM FUTURES LLC		1314 HAWAII DR		GALVESTON	TX	77554-6142
195201	1902-0000-0012-000	GARCIA GRISELDA Q		331 ZOE ST		HOUSTON	TX	77020-5041
737526	3862-0000-0001-000	HARSH & ZOE INC		925 TEXAS AVE		LA MARQUE	TX	77568

Galveston Central Appraisal District



Geospatial or map data maintained by the Galveston Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.

City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: December 7, 2021

Agenda Item: Discussion/ possible action regarding a request for Conditional Use within the zoning district (C-1) General Commercial. The proposed conditional use is for construction of an Single family dwelling on Lots 10 & 11 of Block 4 the T S George Subdivision near Azalea and Circle Dr. (Galveston County Property ID#197045)

Item Type: Zone change

History: None

Standard for Approval: "the city council may authorize the issuance of conditional use permits when the city council finds all of the following conditions present:" *See* City Code Sec. 71-6.

References: City Code Chapter 71;
Chapter 211, Texas Local Government Code

Council approval: Required; Ordinance also required

Public comments:

Recommendation:

CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409- 938-9252 S.Sutton@CityOfLaMarque.Org

REZONE APPLICATION

Application Date: 10/20/2021 **SmartGov Project #:** PZ2021-043

Name of Agent: _____ **Phone:** _____

Address: _____

Name of Owner: JAY LANNING ANDRUS **Phone:** 713-256-8716

Address: 12187 W MEMORY LN CONROE TX 77303

Property Description: **Parcel #:** 197037 & 197028 & 197045

Address: ABST 150 J MOORE SUR LOTS 3& 4 BLK 4 TS GEORGE SUB
ABST 150 J MOORE SUR LOTS 11&12 BLK 2 TS GEORGE SUB
ABST 150 J MOORE SUR LOTS 10&11 BLK 4 TS GEORGE SUB

Plot of Area Attached: ✓ YES NO **Metes and Bounds Attached:** ✓ YES NO

Present Zone: Gen. Comm.

Reason for Change: CHANGE FROM LIGHT INDUSTUDRIAL TO RESIDENTIAL

Desired Outcome: CENSEO HOMES LOOKING TO REVITALIZE AND BEAUTIFY THE AREA

APLICATION CHECKLIST

[✓] **SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES**

(8-1/2 X 11 if larger than 8 1/2 x 11 please fold to appropriate size)

[✓] **SURVEY** (TO SCALE, 2 COPIES)

[✓] **CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS**

[ ] **TITLE REPORT** (IF PUCHASED WITHIN THE LAST 60 DAYS) **OR**

[✓] **PLANNING LETTER**

[✓] **NON-REFUNDABLE APPLICATION FEE** (Payable to the "City Of La Marque")

Submitted to the Board on: / /

Approved: _____ **Denied:** _____ **Other:** _____

Comments: _____

APPLICANTS CERTIFICATE

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

Signature of applicant: Jay Lanning Andrus **Date:** 10.20.21

NOTE: All Planning and Zoning meetings take place on the 2nd Tuesday of the each month. Applications must be received **30 days** prior to the 2nd Tuesday of each month to be considered for that Planning and Zoning Commission meeting.

CITY OF LA MARQUE
"Gateway to the Gulf"
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REZONE APPLICATION

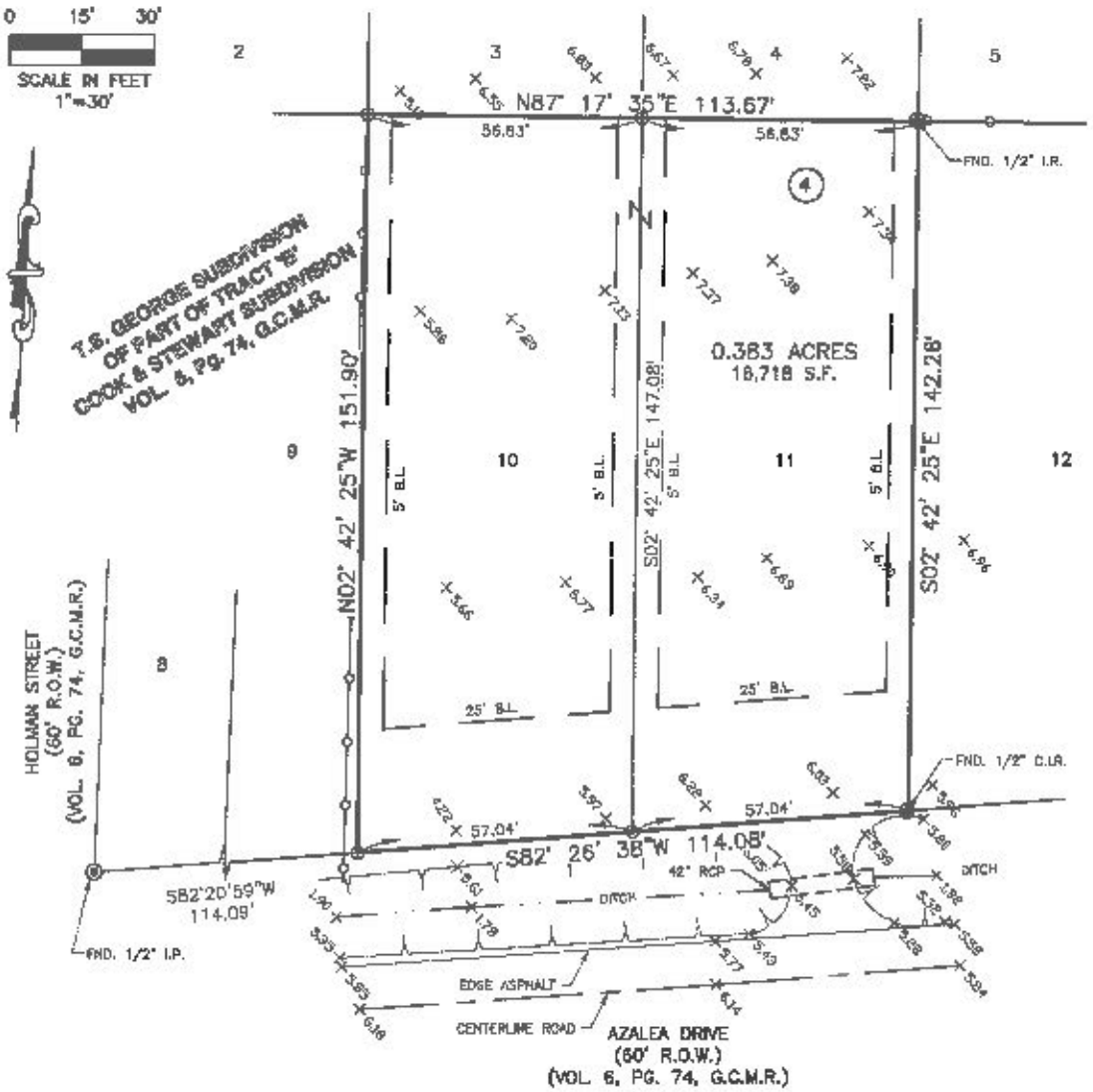
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CK. 3972
$450.00
09.20.21

A. 0-25 Acres:
   1. $400 plus $50 for each type of rezoning requested; or
   2. $540 if planned development unit
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F. Re-Plats : NO CHARGE
G. Zoning Letter / Certificate of Compliance $25

LEGEND

G.C.C.F. = GALVESTON COUNTY CLERK'S FILE	U.E. = UTILITY EASEMENT		= MANHOLE		= GUY ANCHOR		= FOUND MONUMENT AS NOTED
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I.R. = IRON ROD	R.O.W. = RIGHT-OF-WAY		= INLET				
I.P. = IRON PIPE	R.C.P. = REINFORCED CONC. PIPE						



REVISED: 09/03/21

FOR: HACIENDA SERVICES, INC.
ADDRESS: 0 AZALEA DRIVE, LA MARQUE, TEXAS
TITLE COMMITMENT: 21-55551-32, EFFECTIVE: JUNE 15, 2021
TITLE COMPANY: PLATINUM TITLE PARTNERS, LLC

PLAT OF SURVEY

BEING A 0.383 ACRE TRACT
LOTS 10 AND 11, BLOCK 4, T.S. GEORGE SUBDIVISION OF PART OF TRACT "B", COOK & STEWART SUBDIVISION
VOL. 6, Pg. 74, G.C.M.R.
IN THE JOHN D. MOORE LEAGUE, ABSTRACT No. 150
IN GALVESTON COUNTY, TEXAS

NOTES:

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. BUILDING LINES SHOWN HEREON ARE RECORDED IN CITY OF LA MARQUE ORDINANCE.
4. THE PROPERTY IS SUBJECT TO PIPELINE EASEMENTS RECORDED IN VOL. 583, PG. 495 AND VOL. 591, PG. 229 G.C.D.R. THE EASEMENTS ARE BLANKET IN NATURE AND CANNOT BE PLOTTED.
5. SUBJECT TO RESTRICTIONS, REGULATIONS AND ORDINANCES, IF ANY.

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, ON THE 16th DAY OF JULY 2021.

Devin Royal 9-3-21

DEVIN R. ROYAL — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6857

STATE OF TEXAS — REGISTERED — DEVIN R. ROYAL — 6857 — PROFESSIONAL — LAND SURVEYOR

FEMA MAP NO.: 48167C0285G
REVISED DATE: 08/15/2019
FLOOD ZONE: "X" (SHADED)

BAKER & LAWSON, INC.

Baker & Lawson Inc.
300 East Cedar, Angleton, TX 77515
Phone # 979-849-6881
www.bakerlawson.com
Licensed Surveying Firm No. 10052600

JOB NO.: 14879	SCALE: 1"= 30'	DATE: 07/21/2021	DWG. NO.: 14879_TSGPAR	DRAWN BY: CAP	CHK. BY: DRR

CHERYL E. JOHNSON, PCC

Galveston County Tax Assessor Collector
Post Office Box 1169, Galveston, Texas 77553
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 197045

D0248831000356I-P004
ANDRUS JAY LANNING
12187 W MEMORY LN
CONROE, TX 77303-3027

2020 Consolidated Tax Statement

Property Location:
Acreage: .3864
Legal Description:
ABST 150 J MOORE SUR LOTS 10 & 11 BLK 4
T S GEORGE SUB

Appraised Land Value: $4,210
Improvements/Personal Property Value: +
Total Market Value: $4,210
Homestead Cap Adjustment:
MTG/Agent:
Sales Tax Savings: $6.70 100% Assessment Ratio

Entity	Market Value	- Exemptions	= Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$4,210	$0	$4,210	.46512800	$19.58
ROAD & FLOOD	$4,210	$0	$4,210	.01077200	$.45
CITY OF LA MARQUE	$4,210	$0	$4,210	.55076400	$23.19
DRAIN DIST #2	$4,210	$0	$4,210	.05024500	$2.12
COLL OF THE MAINLAND	$4,210	$0	$4,210	.24196300	$10.19
					12.30.20
					#3916

See below for unpaid balances from earlier years. Rendition penalty or escrow payments may have been applied to total at right.

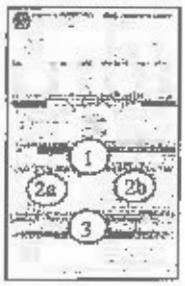
2020 TAXES ONLY $55.53

Disaster pay this year! **Various Payment Options—Easy as 1- 2- 3!** **No bill if under $10!**

Select a plan that works for you **after checking with mortgage company regarding Options 2 and 3!**

1. **Pay in full** by February 1, 2021
   (USPS postmark not postage meter)

2.a. **Split Pay** (except Dickinson & DISD—see 2b)
   First ½ by November 30, 2020
   Second ½ by June 30, 2021 *Coupon mailed in April.*



2.b. **Dickinson & DISD in full by February 1, 2021**

3. **Four installments** On homesteads of those over 65, disabled persons, disabled vets, surviving spouses of disabled vets and disaster affected properties. *Remaining coupons mailed in March.*
   ¼ by February 1, 2021 ¼ by May 31, 2021
   ¼ by March 31, 2021 ¼ by August 2, 2021

1. Pay in Full by February 1, 2021 *(total amount will change if delinquent taxes owed or become delinquent February 2nd)*

Month	2020 Taxes	Delinquent	Total Due	Month	2020 Taxes	Delinquent	Total Due
If paid in October	$55.53	$.00	$55.53	If paid by February 1	$55.53	$.00	$55.53
If paid in November	$55.53	$.00	$55.53	If paid by March 1	$59.41	$.00	$59.41
If paid in December	$55.53	$.00	$55.53	Delinquent taxes are due for tax years: 0000 - 0000			

2.a. Split Pay (first 1/2 due November 30, 2020)

Entity	Amount Due
GALVESTON CO	$19.58
ROAD & FLOOD	$.45
CITY OF LA MARQUE	$23.19
DRAIN DIST #2	$2.12
COLL OF THE MAINLAND	$10.19
1ST payment due by November 30, 2020:	$27.77
2ND payment due by June 30, 2021:	$27.76

2.b. DISD & Dickinson (due by February 1, 2021)

Dickinson and Dickinson ISD do NOT allow split payment of taxes. If this applies to you, the full amount due to those entities by February 1, 2021, is shown below.

Total Due February 1, 2021: $.00

CURRENT EXEMPTIONS:

Those over 65 or disabled may apply at the appraisal district to defer payment of taxes on their homestead.

3. Four Installments Plan *(due dates shown below) of those qualified (see #3 under payment options)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount

CENSEO HOMES

1800 Augusta Drive Ste 340
Houston, Texas 77057
Phone#: 832-203-7105

September 20, 2021

City of La Marque,

To Whom It May Concern:

Attached is the survey and plot plan plat that shows the specific size of homes that we would like to build on the 6 lots on Honeysuckle & Azalea. We have and will continue to invest a lot of our resources into building affordable housing for the hard-working people of the City of La Marque. We look forward continuing our relationship in the future.

Sincerely,
David Rogers, CEO
Hacienda Services DBA Censeo Homes

City of La Marque
1130 1st Street
La Marque, Texas 77568
409.938.9204

CITY OF LA MARQUE
NOTICE TO PROPERTY OWNERS
OF A REQUESTED CONDITIONAL USE OF PROPERTY WITHIN 200 FEET

November 15, 2021

Dear Property Owner:

This PUBLIC NOTICE is required by the City of La Marque Code of Ordinances, Section 71-6. An application for Conditional Use for a property in your area has been received by the Planning and Zoning Commission. Land under your ownership or care, as listed with the Galveston County Appraisal District Tax Records, is located within 200 feet of the property that is being considered for Conditional Use. Your property is not being affected as part of this request.

This is your OFFICIAL NOTICE that the City of La Marque Planning and Zoning Commission will hold a Public Hearing on **Tuesday, December 7, 2021, at 4:00 p.m. in person and video conference** regarding:

> A preliminary report on a request for conditional use within zoning district (C-1) General Commercial. The proposed conditional use is for construction of a Single family dwelling on Lots 10 & 11 of Block 4 the T S George Subdivision near Azalea and Circle Dr. (Galveston County Property ID#197045)

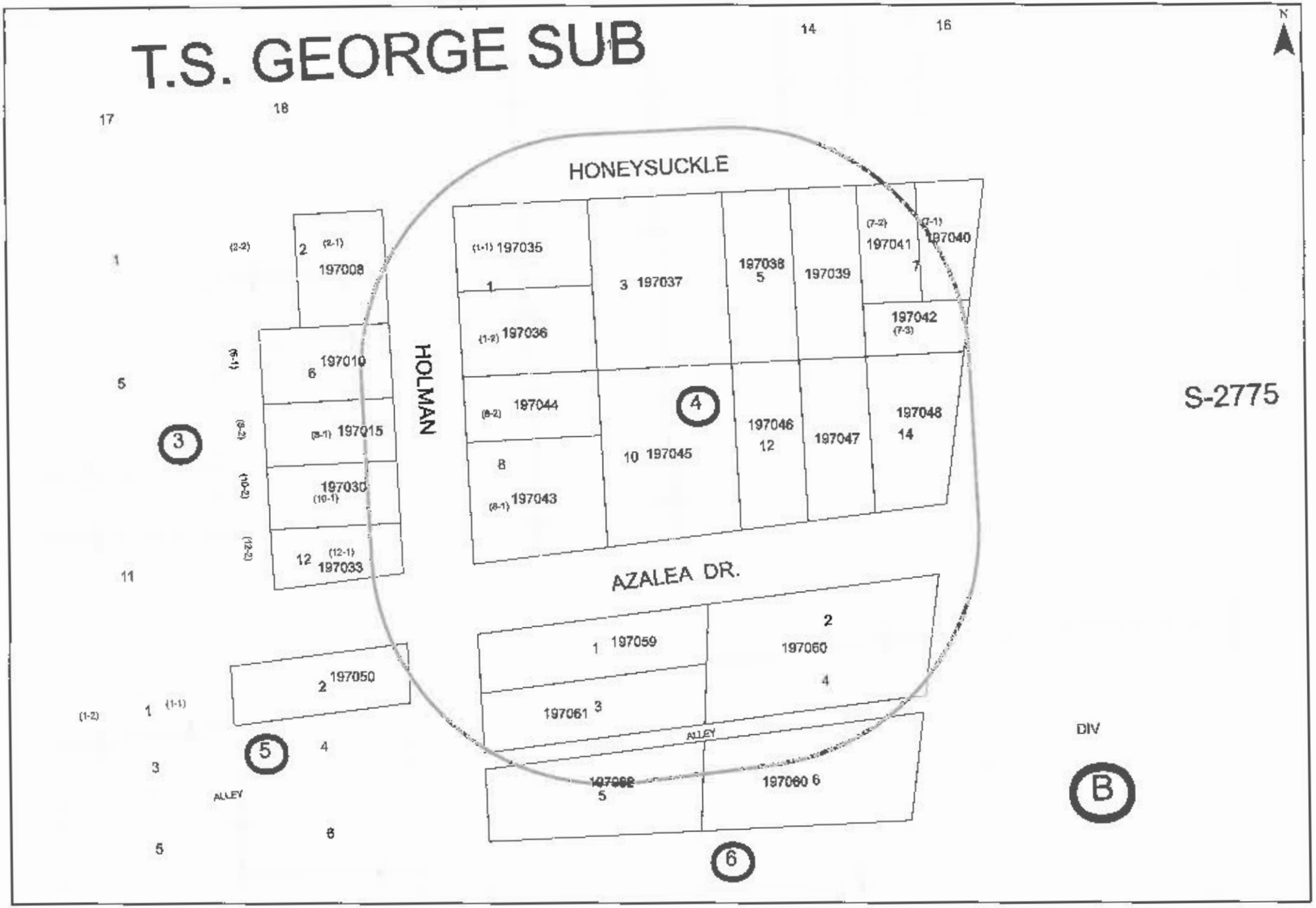
You may provide comments during the meeting by telephone or video using the following Zoom meeting information: Dial in number: 1 (346) 248-7799; Meeting ID:928 8738 5489; Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address: https://zoom.us/j/92887385489. The full agenda packet will be available at least 72 hour prior to the meeting on the City's website https://ci.la-marque.ts.us/AgendaCenter.

If you are unable to attend, and wish to comment, you may also provide comments by email at permits@cityoflamarque.org, or by mail at:

City of La Marque
Development Services Department
1130 1st Street
La Marque, TX 77568

Respectfully,
Margaret Corfield
Development Services

Galveston Central Appraisal District



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Galveston Central Appraisal District

GEOID	ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
3555-0003-0002-001	197008	RANDLE AUBREY & MARSHA		329 HOLMAN ST		LA MARQUE	TX	77568-4436
3555-0003-0006-000	197010	MCCORMACK JOHN		703 MCGOWEN ST APT 5311		HOUSTON	TX	77006
3555-0003-0008-001	197015	ROBERTS JOAN		203 PRUNE		LA MARQUE	TX	77568
3555-0003-0010-001	197030	HARTLESS LORETTA	LIFE ESTATE	318 HOLMAN		LA MARQUE	TX	77568
3555-0003-0012-001	197033	ORNELAS EDNA		7805 CHANNELVIEW DR		GALVESTON	TX	77554
3555-0004-0001-001	197035	HERNANDEZ ROBERTO & AMELIA		1927 HOWELL AVE		LA MARQUE	TX	77568
3555-0004-0001-002	197036	OSES LUIS		322 HOLMAN		LA MARQUE	TX	77568
3555-0004-0003-000	197037	ANDRUS JAY LANNING		12187 W MEMORY LN		CONROE	TX	77303-3027
3555-0004-0005-000	197038	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0006-000	197039	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0007-001	197040	WILLIAMS JOHN		634 N PINE RD TRLR 28		TEXAS CITY	TX	77591-4766
3555-0004-0007-002	197041	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0007-003	197042	WILLIAMS JOHN ANTHONY		634 N PINE	# 28	TEXAS CITY	TX	77591
3555-0004-0008-001	197043	HARTLESS LORETTA	LIFE ESTATE	318 HOLMAN		LA MARQUE	TX	77568
3555-0004-0008-002	197044	JONES THERESA		7218 HERON LN		TEXAS CITY	TX	77591-3630
3555-0004-0012-000	197046	LAMBERT WILLIE LEE		PO BOX 1253		SANTA FE	TX	77510-1253
3555-0004-0013-000	197047	WILLIAMS JOHN ANTHONY		634 N PINE	# 28	TEXAS CITY	TX	77591
3555-0004-0014-000	197048	WILLIAMS JOHN ANTHONY		634 N PINE	# 28	TEXAS CITY	TX	77591
3555-0005-0002-000	197050	LAMBERT WILLIE LEE		PO BOX 1253		SANTA FE	TX	77510-1253
3555-0006-0001-000	197059	ARGUETA-RAMOS CARLOS AND ERIKA MARIA		12814 WICKLEY DR		HOUSTON	TX	77085
3555-0006-0002-000	197060	GUTIERREZ CLAUDIA & EFRAIN		2762 AVE L		SAN LEON	TX	77539
3555-0006-0002-000	197060	GUTIERREZ CLAUDIA & EFRAIN		2762 AVE L		SAN LEON	TX	77539
3555-0006-0003-000	197061	ARGUETA-RAMOS CARLOS AND ERIKA MARIA		12814 WICKLEY DR		HOUSTON	TX	77085
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City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: December 7, 2021

Agenda Item: Discussion/ possible action regarding a request for Conditional Use within the zoning district (C-1) General Commercial. The proposed conditional use is for construction of an Single family dwelling on Lot 3 & 4 of Block 4 the T S George Subdivision near Holman and Honeysuckle (Galveston County Property ID#197037)

Item Type: Zone change

History: None

Standard for Approval: "[E]ither the general welfare of the city affected by the area to be changed will be enhanced, or that the property is unusable for the purposes allowed under existing zoning." *See* City Code Sec. 71-6

References: City Code Chapter 71;
Chapter 211, Texas Local Government Code

Council approval: Required; Ordinance also required

Public comments:

Recommendation:

CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409- 938-9252 S.Sutton@CityOfLaMarque.Org

REZONE APPLICATION

Application Date: 10/20/2021 **SmartGov Project #:** PZ2021-041

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Address: _____

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Plot of Area Attached: ✔ YES NO **Metes and Bounds Attached:** ✔ YES NO

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- [✔] **NON-REFUNDABLE APPLICATION FEE** (Payable to the "City Of La Marque")

Submitted to the Board on: / /

Approved: _____ **Denied:** _____ **Other:** _____

Comments: _____

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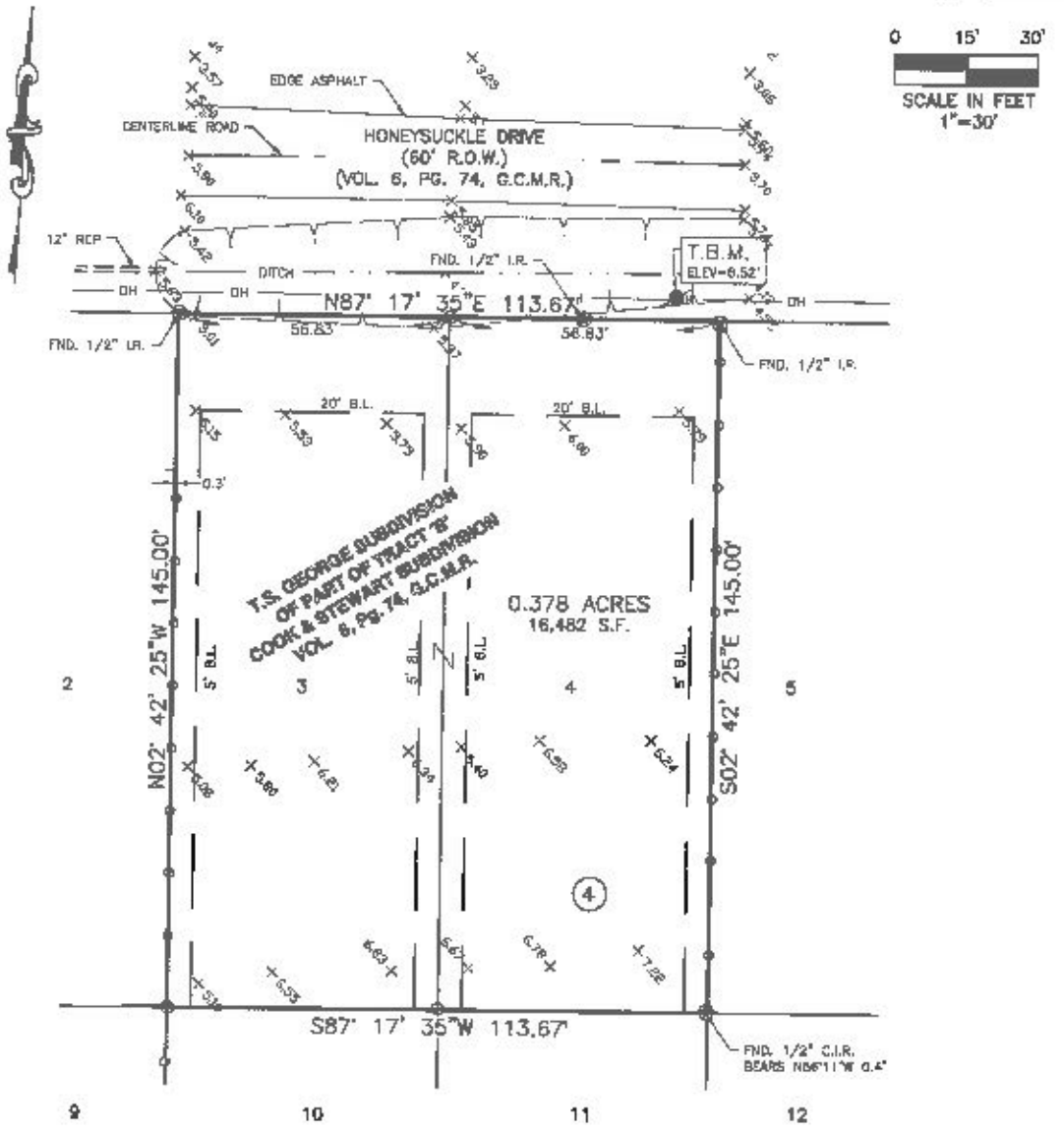
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I.R. = IRON ROD	R.O.W. = RIGHT-OF-WAY	= INLET		
I.P. = IRON PIPE	R.C.P. = REINFORCED CONC. PIPE			



REVISED: 09/03/21 ACREAGE CALL

FOR: HACIENDA SERVICES, INC.
ADDRESS: 0 HONEYSUCKLE DRIVE, LA MARQUE, TEXAS
TITLE COMMITMENT: 21-88551-32, EFFECTIVE: JUNE 15, 2021
TITLE COMPANY: PLATINUM TITLE PARTNERS, LLC

NOTES:

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. BUILDING LINES SHOWN HEREON ARE RECORDED IN CITY OF LA MARQUE ORDINANCE.
4. THE PROPERTY IS SUBJECT TO PIPELINE EASEMENTS RECORDED IN VOL. 583, PG. 485 AND VOL. 591, PG. 239 G.C.D.R. THE EASEMENTS ARE BLANKET IN NATURE AND CANNOT BE PLOTTED.
5. SUBJECT TO RESTRICTIONS, REGULATIONS AND ORDINANCES, IF ANY.

FEMA MAP NO.: 48167C0265G
REVISED DATE: 06/18/2019
FLOOD ZONE: "X" (SHADED)

PLAT OF SURVEY

BEING A 0.378 ACRE TRACT
LOTS 3 AND 4, BLOCK 4, T.S. GEORGE SUBDIVISION OF
PART OF TRACT "B", OF THE COOK & STEWART SUBDIVISION
VOL. 6, Pg. 74, G.C.M.R.
IN THE JOHN D. MOORE LEAGUE, ABSTRACT No. 150
IN GALVESTON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION, ON THE 19th DAY OF JULY 2021.

Devin R. Royal 9-3-21

DEVIN R. ROYAL — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6957

STATE OF TEXAS
REGISTERED
DEVIN R. ROYAL
6957
PROFESSIONAL
LAND SURVEYOR

BAKER & LAWSON, INC.
Baker & Lawson Inc.
302 East Cedar, Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

JOB NO.: 14881	SCALE: 1"= 30'	DATE: 07/28/2021	DWG. NO.: 14881_TSGWB	DRAWN BY: DAP	CHK. BY: DRR

CHERYL E. JOHNSON, PCC

Galveston County Tax Assessor Collector
Post Office Box 1169, Galveston, Texas 77553
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 197037

D02496810003581-P006
ANDRUS JAY LANNING
12187 W MEMORY LN
CONROE, TX 77303-3027

2020 Consolidated Tax Statement

Property Location:
Acreage: .3782
Legal Description:
ABST 150 J MOORE SUR LOTS 3 & 4 BLK 4 T S GEORGE SUB

Appraised Land Value: $4,120
Improvements/Personal Property Value: +
Total Market Value: $4,120
Homestead Cap Adjustment:
MTG/Agent:
Sales Tax Savings: $6.55 100% Assessment Ratio

Entity	Market Value	- Exemptions	= Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$4,120	$0	$4,120	.46512800	$19.16
ROAD & FLOOD	$4,120	$0	$4,120	.01077200	$.44
CITY OF LA MARQUE	$4,120	$0	$4,120	.55076400	$22.69
DRAIN DIST #2	$4,120	$0	$4,120	.05024500	$2.07
COLL OF THE MAINLAND	$4,120	$0	$4,120	.24196300	$9.97
					12-30-20
					#3916

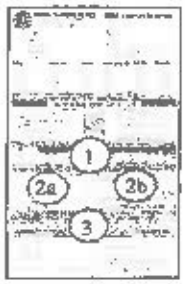
See below for unpaid balances from earlier years. Rendition penalty or escrow payments may have been applied to total at right.

2020 TAXES ONLY $54.33

Disaster pay this year! **Various Payment Options – Easy as 1- 2- 3!** **No bill if under $10!**

Select a plan that works for you after checking with mortgage company regarding Options 2 and 3!

1. Pay in full by February 1, 2021
   (USPS postmark not postage meter)
2.a. Split Pay (except Dickinson & DISD—see 2b)
   First ½ by November 30, 2020
   Second ½ by June 30, 2021 *Coupon mailed in April.*



2.b. Dickinson & DISD in full by February 1, 2021

3. Four installments On homesteads of those over 65, disabled persons, disabled vets, surviving spouses of disabled vets and disaster affected properties. *Remaining coupons mailed in March.*
   ¼ by February 1, 2021 ¼ by May 31, 2021
   ¼ by March 31, 2021 ¼ by August 2, 2021

1. Pay in Full by February 1, 2021 *(total amount will change if delinquent taxes owed or become delinquent February 2nd*

Month	2020 Taxes	Delinquent	Total Due	Month	2020 Taxes	Delinquent	Total Due
If paid in October	$54.33	$.00	$54.33	If paid by February 1	$54.33	$.00	$54.33
If paid in November	$54.33	$.00	$54.33	If paid by March 1	$58.13	$.00	$58.13
If paid in December	$54.33	$.00	$54.33	Delinquent taxes are due for tax years: 0000 - 0000			

2.a. Split Pay (first 1/2 due November 30, 2020)

Entity	Amount Due
GALVESTON CO	$19.16
ROAD & FLOOD	$.44
CITY OF LA MARQUE	$22.69
DRAIN DIST #2	$2.07
COLL OF THE MAINLAND	$9.97
1ST payment due by November 30, 2020:	$27.17
2ND payment due by June 30, 2021:	$27.16

2.b. DISD & Dickinson (due by February 1, 2021)

Dickinson and Dickinson ISD do NOT allow split payment of taxes. If this applies to you, the full amount due to those entities by February 1, 2021, is shown below.

Total Due February 1, 2021: **$.00**

CURRENT EXEMPTIONS:

Those over 65 or disabled may apply at the appraisal district to defer payment of taxes on their homestead.

3. Four Installments Plan (due dates shown below) of those qualified (see #3 under payment options)

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount

CENSEO HOMES

1800 Augusta Drive Ste 340
Houston, Texas 77057
Phone#: 832-203-7105

September 20, 2021

City of La Marque,

To Whom It May Concern:

Attached is the survey and plot plan plat that shows the specific size of homes that we would like to build on the 6 lots on Honeysuckle & Azalea. We have and will continue to invest a lot of our resources into building affordable housing for the hard-working people of the City of La Marque. We look forward continuing our relationship in the future.

Sincerely,
David Rogers, CEO
Hacienda Services DBA Censeo Homes

City of La Marque
1130 1st Street
La Marque, Texas 77568
409.938.9204

CITY OF LA MARQUE
NOTICE TO PROPERTY OWNERS
OF A REQUESTED CONDITIONAL USE OF PROPERTY WITHIN 200 FEET

November 15, 2021

Dear Property Owner:

This PUBLIC NOTICE is required by the City of La Marque Code of Ordinances, Section 71-6. An application for Conditional Use for a property in your area has been received by the Planning and Zoning Commission. Land under your ownership or care, as listed with the Galveston County Appraisal District Tax Records, is located within 200 feet of the property that is being considered for Conditional Use. Your property is not being affected as part of this request.

This is your OFFICIAL NOTICE that the City of La Marque Planning and Zoning Commission will hold a Public Hearing on **Tuesday, December 7, 2021, at 4:00 p.m. in person and video conference** regarding:

> A preliminary report on a request for conditional use within zoning district (C-1) General Commercial. The proposed conditional use is for construction of a Single family dwelling on Lots 3 & 4 of Block 4 the T S George Subdivision near Holman and Honeysuckle (Galveston County Property ID#197037)

You may provide comments during the meeting by telephone or video using the following Zoom meeting information: Dial in number: 1 (346) 248-7799; Meeting ID:92887385489; Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address: https://zoom.us/j/92887385489. The full agenda packet will be available at least 72 hour prior to the meeting on the City's website https://ci.la-marque.tx.us/AgendaCenter.

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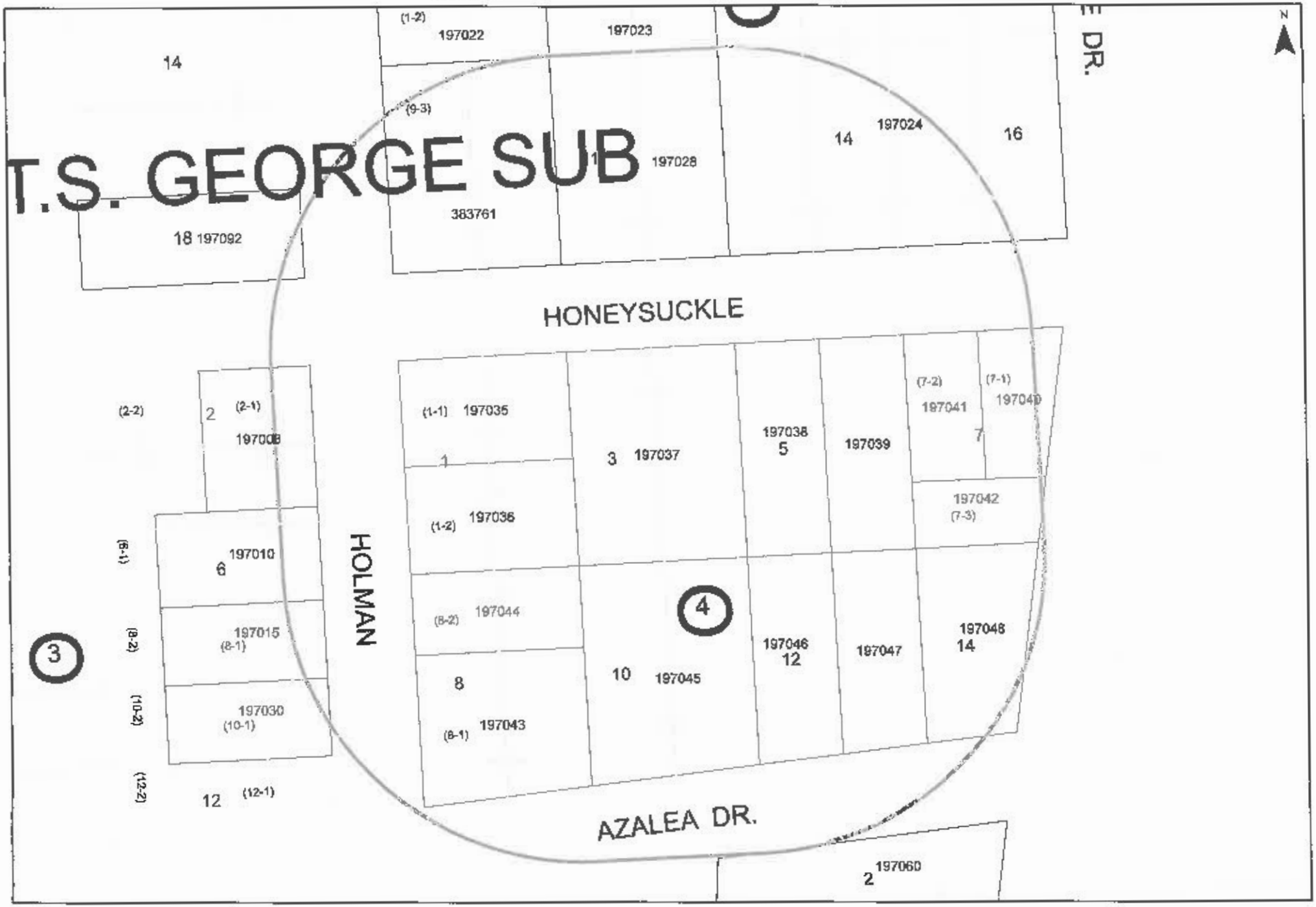
City of La Marque
Development Services Department
1130 1st Street
La Marque, TX 77568

Respectfully,
Margaret Corfield
Development Services

Galveston Central Appraisal District

GEOID	ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
3555-0003-0002-001	197008	RANDLE AUBREY & MARSHA		329 HOLMAN ST		LA MARQUE	TX	77568-4436
3555-0003-0006-000	197010	MCCORMACK JOHN		703 MCGOWEN ST APT 5311		HOUSTON	TX	77006
3555-0003-0008-001	197015	ROBERTS JOAN		203 PRUNE		LA MARQUE	TX	77568
3555-0002-0001-002	197022	ALFRED CONHAGEN INC OF TEXAS		PO BOX 1115		LA MARQUE	TX	77568-1115
3555-0002-0003-000	197023	ALFRED CONHAGEN INC OF TEXAS		PO BOX 1115		LA MARQUE	TX	77568-1115
3555-0002-0005-000	197024	SCHULTZ PARTNERS LTD		231 TAMANA DR		TIKI ISLAND	TX	77554
3555-0002-0011-000	197028	ANDRUS JAY LANNING		12187 W MEMORY LN		CONROE	TX	77303-3027
3555-0003-0010-001	197030	HARTLESS LORETTA	LIFE ESTATE	318 HOLMAN		LA MARQUE	TX	77568
3555-0004-0001-001	197035	HERNANDEZ ROBERTO & AMELIA		1927 HOWELL AVE		LA MARQUE	TX	77568
3555-0004-0001-002	197036	OSES LUIS		322 HOLMAN		LA MARQUE	TX	77568
3555-0004-0005-000	197038	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0006-000	197039	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0007-001	197040	WILLIAMS JOHN		634 N PINE RD TRLR 28		TEXAS CITY	TX	77591-4766
3555-0004-0007-002	197041	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0007-003	197042	WILLIAMS JOHN ANTHONY		634 N PINE	# 28	TEXAS CITY	TX	77591
3555-0004-0008-001	197043	HARTLESS LORETTA	LIFE ESTATE	318 HOLMAN		LA MARQUE	TX	77568
3555-0004-0008-002	197044	JONES THERESA		7218 HERON LN		TEXAS CITY	TX	77591-3630
3555-0004-0010-000	197045	ANDRUS JAY LANNING		12187 W MEMORY LN		CONROE	TX	77303-3027
3555-0004-0012-000	197046	LAMBERT WILLIE LEE		PO BOX 1253		SANTA FE	TX	77510-1253
3555-0004-0013-000	197047	WILLIAMS JOHN ANTHONY		634 N PINE	# 28	TEXAS CITY	TX	77591
3555-0004-0014-000	197048	WILLIAMS JOHN ANTHONY		634 N PINE	# 28	TEXAS CITY	TX	77591
3555-0006-0002-000	197060	GUTIERREZ CLAUDIA & EFRAIN		2762 AVE L		SAN LEON	TX	77539
3555-0007-0018-000	197092	OGLE L A		16542 N MEDITERRANEAN ST		CROSBY	TX	77532-5273
3555-0002-0009-003	383761	RAINBOW MISSIONARY BAPTIST CHURCH		325 PINEAPPLE ST		TEXAS CITY	TX	77591-4801

Galveston Central Appraisal District



Geospatial or map data maintained by the Galveston Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.

City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: December 7, 2021

Agenda Item: Discussion/ possible action regarding a request for Conditional Use within the zoning district (C-1) General Commercial. The proposed conditional use is for construction of an Single family dwelling on Lots 11 & 12 of Block 2 the T S George Subdivision near Holman and Honeysuckle (Galveston County Property ID#197028)

Item Type: Zone change

History: None

Standard for Approval: "[E]ither the general welfare of the city affected by the area to be changed will be enhanced, or that the property is unusable for the purposes allowed under existing zoning." *See* City Code Sec. 71-6

References: City Code Chapter 71;
Chapter 211, Texas Local Government Code

Council approval: Required; Ordinance also required

Public comments:

Recommendation:

CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409- 938-9252 S.Sutton@CityOfLaMarque.Org

REZONE APPLICATION

Application Date: 10/20/2021 **SmartGov Project #:** PZ2021-042

Name of Agent: _____ **Phone:** _____

Address: _____

Name of Owner: JAY LANNING ANDRUS **Phone:** 713-256-8716

Address: 12187 W MEMORY LN CONROE TX 77303

Property Description: _____ **Parcel #:** 197037 & 197028 & 197045

Address: ABST 150 J MOORE SUR LOTS 3& 4 BLK 4 TS GEORGE SUB
ABST 150 J MOORE SUR LOTS 11&12 BLK 2 TS GEORGE SUB
ABST 150 J MOORE SUR LOTS 10&11 BLK 4 TS GEORGE SUB

Plat of Area Attached: ✔ YES NO **Metes and Bounds Attached:** ✔ YES NO

Present Zone: Gen. Comm.

Reason for Change: CHANGE FROM LIGHT INDUSTUDRIAL TO RESIDENTIAL

Desired Outcome: CENSEO HOMES LOOKING TO REVITALIZE AND BEAUTIFY THE AREA

APLICATION CHECKLIST

- [✔] **SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES**
  (8-1/2 X 11 if larger than 8 1/2 x 11 please fold to appropriate size)
- [✔] **SURVEY** (TO SCALE, 2 COPIES)
- [✔] **CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS**
- [ ] **TITLE REPORT** (IF PUCHASED WITHIN THE LAST 60 DAYS) **OR**
- [✔] **PLANNING LETTER**
- [✔] **NON-REFUNDABLE APPLICATION FEE** (Payable to the "City Of La Marque")

Submitted to the Board on: / /

Approved: _____ **Denied:** _____ **Other:** _____

Comments: _____

APPLICANTS CERTIFICATE

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

Signature of applicant: Jay Lanning Andrus **Date:** 10.20.21

NOTE: All Planning and Zoning meetings take place on the 2nd Tuesday of the each month. Applications must be received **30 days** prior to the 2nd Tuesday of each month to be considered for that Planning and Zoning Commission meeting.

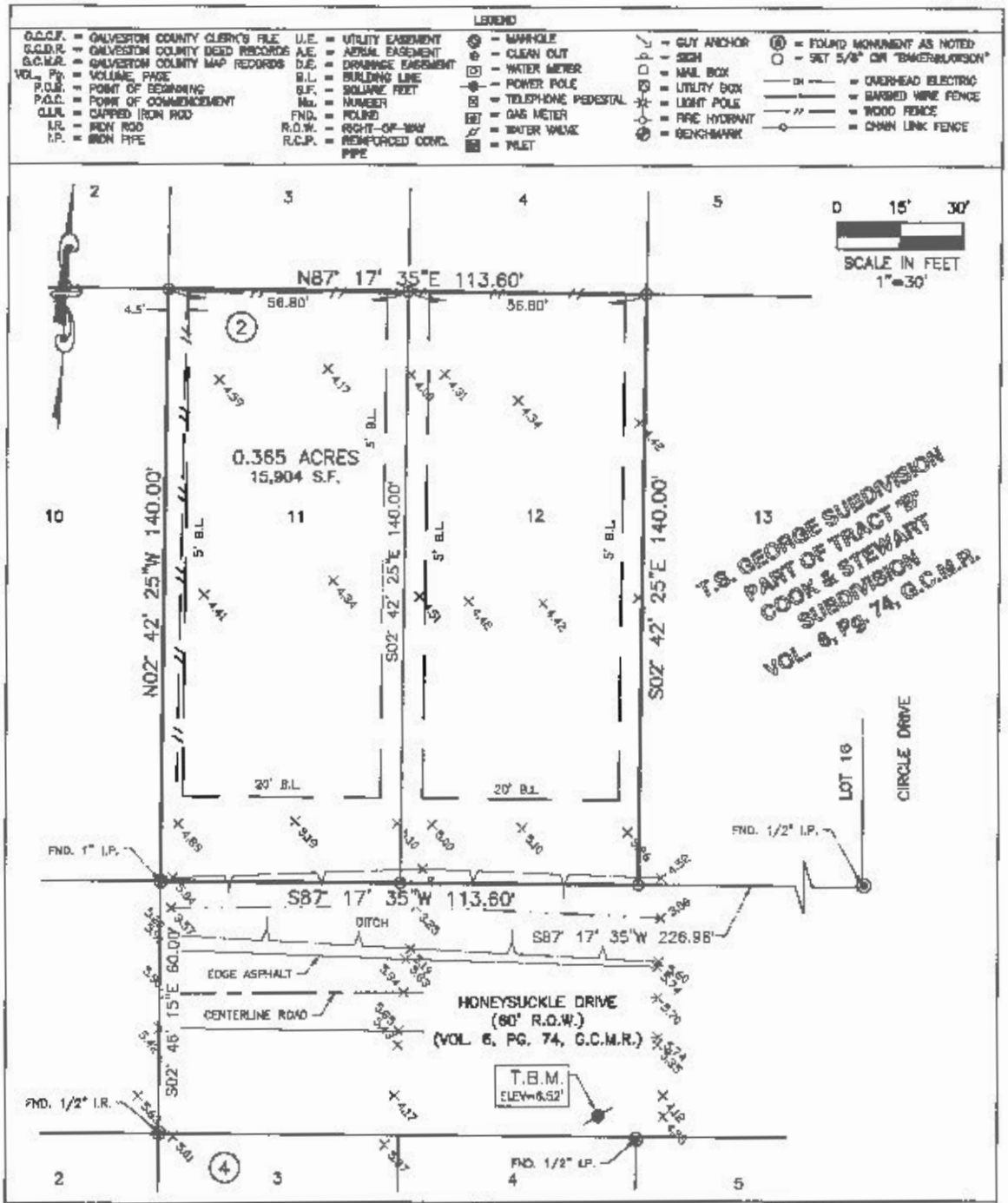
CITY OF LA MARQUE
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409- 938-9252 S.Sutton@CityOfLaMarque.Org

REZONE APPLICATION

The following schedule of fees shall apply for zoning change requests:

CK 39172
$450.00
09.20.21

A. 0-25 Acres:
   1. $400 plus $50 for each type of rezoning requested; or
   2. $540 if planned development unit
B. 25-50 Acres:
   1. $450 plus $50 for each type of rezoning requested; or
   2. $500 if planned development unit
C. 50-75 Acres:
   1. $500 plus $50 for each type of rezoning requested; or
   2. $550 if planned development unit
D. 75-100 Acres
   1. $550 plus $50 for every type of rezoning requested; or
   2. $600 if planned development unit
E. 100+ Acres
   1. $600 plus $50 for every type of rezoning requested; or
   2. $650 if planned development unit
F. Re-Plats : NO CHARGE
G. Zoning Letter / Certificate of Compliance $25



REVISED: 08/03/21 ACREAGE CALL

FOR: HACIENDA SERVICES, INC.
ADDRESS: 0 HONEYSUCKLE DRIVE, LA MARQUE, TEXAS
TITLE COMMITMENT: 21-86591-32, EFFECTIVE: JUNE 30, 2021
TITLE COMPANY: PLATINUM TITLE PARTNERS, LLC

NOTES:

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FEMA MAP NO.: 48167C0265G
REVISED DATE: 08/18/2019
FLOOD ZONE: "X" (SHADED)

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BEING A 0.365 ACRE TRACT
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PART OF TRACT "B", COOK & STEWART SUBDIVISION
VOL. 6, Pg. 74, G.C.M.R.
IN THE JOHN D. MOORE LEAGUE, ABSTRACT No. 150
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Devin Royal 9-3-21

DEVIN R. ROYAL, DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6697

STATE OF TEXAS
REGISTERED
DEVIN R. ROYAL
6697
PROFESSIONAL
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BAKER & LAWSON, INC.
Baker & Lawson Inc.
300 East Cedar, Angleton, TX 77515
Phone # 979-848-9581
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JOB NO.: 14880	SCALE: 1"= 30'	DATE: 08/02/2021	DWG. NO.: 14880_TS.DWG	DRAWN BY: CAF	CHK. BY: DRR

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D024963100003581-P003
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CONROE, TX 77303-3027

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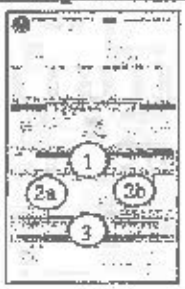
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					12-30-21
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If paid in December	$52.49	$.61	$53.10	Delinquent taxes are due for tax years: 2019 - 2019			

2.a. Split Pay (first 1/2 due November 30, 2020)

Entity	Amount Due
GALVESTON CO	$18.51
ROAD & FLOOD	$.43
CITY OF LA MARQUE	$21.92
DRAIN DIST #2	$2.00
COLL OF THE MAINLAND	$9.63
1ST payment due by November 30, 2020:	$26.25
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CENSEO HOMES

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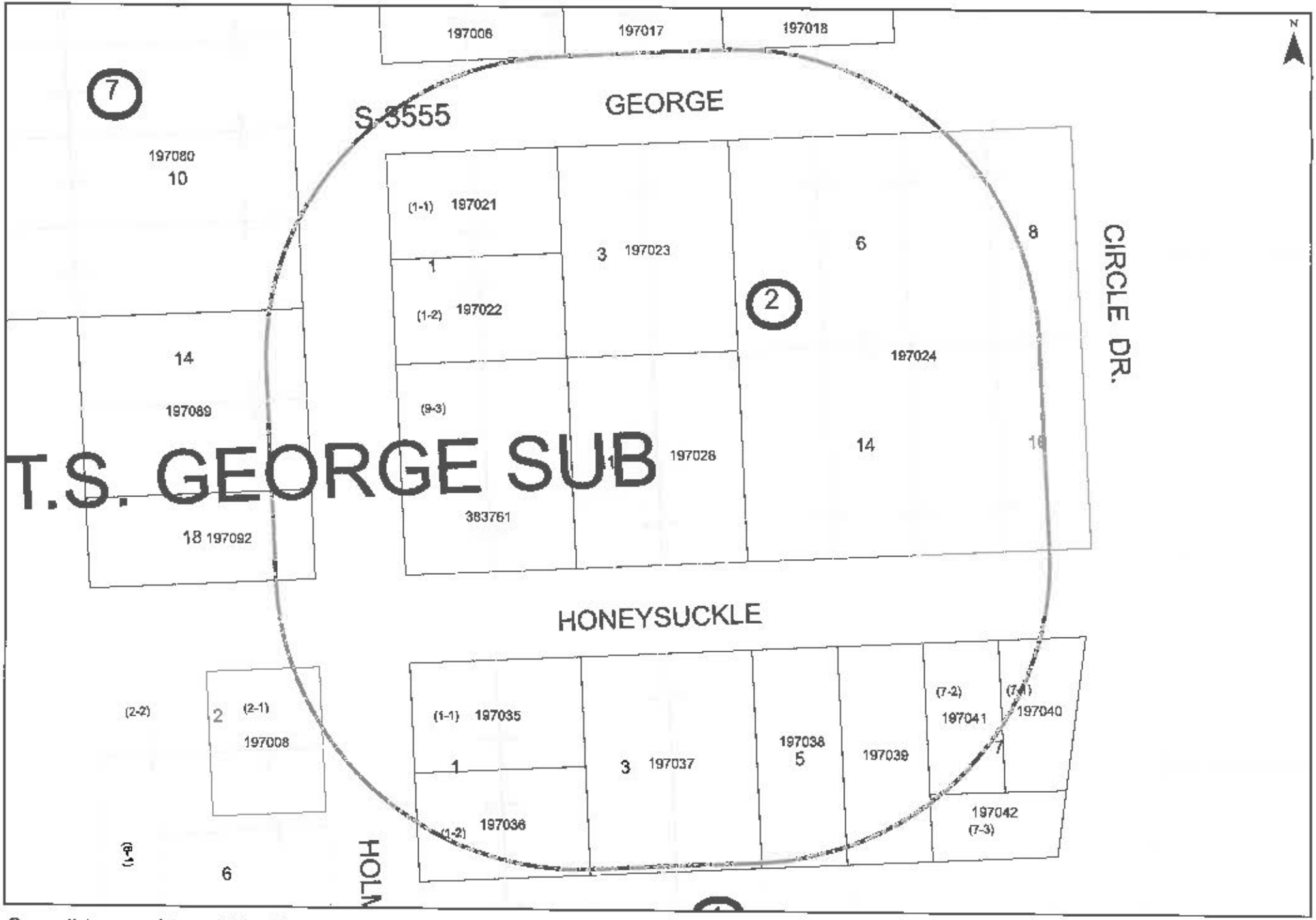
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City of La Marque
Development Services Department
1130 1st Street
La Marque, TX 77568

Respectfully,
Margaret Corfield
Development Services

Galveston Central Appraisal District



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Galveston Central Appraisal District

GEOID	ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
3555-0001-0001-000	197006	ALFRED CONHAGEN INC OF TEXAS		PO BOX 1115		LA MARQUE	TX	77568-1115
3555-0003-0002-001	197008	RANDLE AUBREY & MARSHA		329 HOLMAN ST		LA MARQUE	TX	77568-4436
3555-0001-0004-000	197017	MANNING DENNIS W		4707 MINNESOTA ST		DICKINSON	TX	77539
3555-0001-0005-000	197018	CRISP DANNY		105 FM 1765 RD		LA MARQUE	TX	77568-3311
3555-0002-0001-001	197021	JUDSON PROPERTY MANAGEMENT LLC		1703 TEMPE ST		LEAGUE CITY	TX	77573
3555-0002-0001-002	197022	ALFRED CONHAGEN INC OF TEXAS		PO BOX 1115		LA MARQUE	TX	77568-1115
3555-0002-0003-000	197023	ALFRED CONHAGEN INC OF TEXAS		PO BOX 1115		LA MARQUE	TX	77568-1115
3555-0002-0005-000	197024	SCHULTZ PARTNERS LTD		231 TAMANA DR		TIKI ISLAND	TX	77554
3555-0004-0001-001	197035	HERNANDEZ ROBERTO & AMELIA		1927 HOWELL AVE		LA MARQUE	TX	77568
3555-0004-0001-002	197036	OSES LUIS		322 HOLMAN		LA MARQUE	TX	77568
3555-0004-0003-000	197037	ANDRUS JAY LANNING		12187 W MEMORY LN		CONROE	TX	77303-3027
3555-0004-0005-000	197038	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0006-000	197039	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0007-001	197040	WILLIAMS JOHN		634 N PINE RD TRLR 28		TEXAS CITY	TX	77591-4766
3555-0004-0007-002	197041	GOMEZ DAVID RAY		7709 HIGHLAND RD		SANTA FE	TX	77517-3017
3555-0004-0007-003	197042	WILLIAMS JOHN ANTHONY		634 N PINE	# 28	TEXAS CITY	TX	77591
3555-0007-0005-000	197080	ALFRED CONHAGEN INC OF TEXAS		PO BOX 1115		LA MARQUE	TX	77568-1115
3555-0007-0014-000	197089	HAWKINS ANDREW & ORA LEE		PO BOX 80		LA MARQUE	TX	77568-0080
3555-0007-0018-000	197092	OGLE L A		16542 N MEDITERRANEAN ST		CROSBY	TX	77532-5273
3555-0002-0009-003	383761	RAINBOW MISSIONARY BAPTIST CHURCH		325 PINEAPPLE ST		TEXAS CITY	TX	77591-4801

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

Rezone Application

Application Date: 09-22-2021 **SmartGov Project #:** PZ2021-044

Name of Agent: Gerry Weiser, Ellis Surveying Services **Phone:** 409-938-8700

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

Name of Owner: Abdelrazek Radwan **Phone:** 713-298-1408

Address: 308 sunset Dr. Friendswood Tx. 77546

Property Description: part of lot 25 of Cook & Stewart Subdivision **Parcel #:** 195743

Address:

Plot of Area Attached: X YES NO **Metes and Bounds Attached:** XYES NO shown on survey

Present Zone: Restricted Commercial

Reason for Change: Replatting into 2 residential lots

Desired Outcome: To get the proposed subdivision plat approved

APLICATION CHECKLIST

[ ] **SITE PLAN** (To scale) **WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES**

(8-1/2 X 11 if larger than 8 1/2 x 11 please fold to appropriate size)

[x] **SURVEY** (To scale, 2 Copies)

[ ] **CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS**

[x] **TITLE REPORT** (If purchased in the last 60 days) **OR**

[ ] **PLANNING LETTER**

[ ] **NON-REFUNDABLE APPLICATION FEE** (Payable to the "City Of La Marque")

Submitted to the Board on: / /

Approved: **Denied:** **Other:**

Comments:

APPLICANTS CERTIFICATE

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

Signature of applicant: Gerry Weiser **Date:** 9.22-2021

NOTE: All Planning and Zoning meetings take place on the 2nd Tuesday of the each month. Applications must be received **30 days** prior to the 2nd Tuesday of each month to be considered for that Planning and Zoning Commission meeting.



I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct to the best of my knowledge.

Robert D. Ellis
TX Reg. No. 4505

REV. NO.	DATE	COMMENT
A	08/26/2021	

DATE: 08/26/2021
SCALE: 1" = 30'
PROPERTY ADDRESS: 2804 CEDAR
PROJECT NO.: 21010

ELLIS
Ellis Surveying Services, LLC
2805 Dallas Hwy, Suite 120, Flower Mound, TX 75028
Tel: (469) 878-4261 Fax: (469) 878-4269
Texas Firm Reg. No. 10194104

SURVEY OF 2 TRACTS OF LAND



LEGAL DESCRIPTION

BEING a 0.7532 acre (14,441 Sq. Ft.) tract of land out of and a part of Lot 25, of the Cook and Stewart Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 81, Page 256, of the Deed Records of Galveston County, Texas, and being the same 3 tracts of land as conveyed to Kaldenbrook Real Estate, and described in instrument No. 2021081228, of the Deed Records of Galveston County, Texas, said 0.7532 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron pipe found for the southeast corner of the herein described tract, same being the northeast corner of said Lot 25, and being the southwest corner of Wonderful Acres Addition, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 9, Page 93, of Par Map Records of Galveston County, Texas, and being in the south right-of-way line of Cedar Drive (50' R.O.W.);

THENCE S 87°19'22" W along and with the south right-of-way line of said Cedar Drive, a distance of 133.70' to a capped iron rod "RPLS No. 6908" set for the southwest corner of the tract herein described, same being the northeast corner of a tract of land conveyed to Eric Pharis, as described in instrument No. 2018094329, of the Deed Records of Galveston County, Texas;

THENCE N 02°40'38" W along and with the east line of said Pharis Tract, a distance of 120.00' to a capped iron rod "RPLS No. 6908" set for the northwest corner of the tract herein described and being in the south line of said Westbridge Subdivision;

THENCE S 02°40'38" E along and with the west line of said Westbridge Subdivision, a distance of 252.00' TO POINT OF BEGINNING of the tract herein described.

Basis of Bearing: Grid North, Texas State Plane Coordinate System, NAD83, South Central Zone

STATE OF TEXAS
COUNTY OF GALVESTON

I, Abdel Basit Kaldenbrook, owner of the property subdivided in the foregoing area of the Replat of Lot 25, of the Cook and Stewart Subdivision, do hereby make such subdivision of said property according to the lines, streets, parks, lanes, alleys, and easements shown thereon, and designate said subdivision as the Replat of Lot 25, of the Cook and Stewart Subdivision, and dedicate to the public use, forever, the streets, parks, and easements, shown thereon forever; and we hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets dedicated, or occasioned by the alteration of the surface of any portion of streets to conform to such grades, and by borders lined somewhere, but not within and reserve to ourselves and our successors all the easements shown hereon for the purposes stated.

We hereby Certify that I, Abdel Basit Kaldenbrook, have complied or will comply with the subdivision regulations as to the said Addition by the City of La Marque in Galveston County, Texas.

WITNESS my hand in the City of Texas City, County of Galveston, Texas, this _____ day of _____, 2021 A.D.

by: _____
Abdel Basit Kaldenbrook

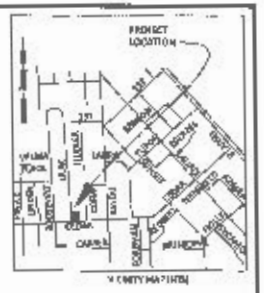
STATE OF: _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Abdel Basit Kaldenbrook, 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 consideration therein described.

GIVEN under my HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

Notary Public in
the State of Texas.

My Commission Expires _____



GENERAL NOTES:

1. Bearings are referenced to Grid North, Texas State Plane Coordinate System NAD83, Texas South Central Zone.

2. By graphic plotting only, this subdivision lies within Zone X as scaled by Maps No. 48167C0040K dated Aug. 18, 2014.

We hereby certify that the above and foregoing Plan of the Replat of Lot 25, of the Cook and Stewart Subdivision, was approved by the planning commission of the City of La Marque, Texas, on the _____ day of _____, A.D., 2021, and for the city council of the City of La Marque, Texas, on the _____ day of _____, A.D., 2021.

_____
Chairman, Planning Commission

_____
Mayor of the City of La Marque, Texas

Owner / Developer:
Abdelbasit Kaldenbrook
8911 Forest Dr
Friendswood, Tx. 77546

Surveyor
Ellis Surveying Services, LLC.
3305 25th Avenue N.
Texas City, Tx. 77590
409-828-9700
Texas Firm Reg. No. 100640-00

REPLAT OF LOT 25 OF THE
COOK AND STEWART SUBDIVISION

CONTAINING
2 Residential Lots

being a replat of
a part of a part of Lot 25, of Miley Cook and
Stewart Subdivision Volume 81, Page 256, of the Deed
Records of Galveston County, Texas.

CITY OF LA MARQUE, GALVESTON COUNTY, TX.
August 9, 2021

GRAPHIC SCALE
0 30 60 120
1 in. = 30 ft.

I, Dwight Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the within instrument was filed for record in my office
on the _____ day of _____, 20___, AT _____ O'Clock ___M., and duly recorded
on the _____ day of _____, 20___, AT _____ O'Clock ___M., in the Galveston County
Clerk's File No. _____ of the Official Public 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

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

By: _____ Deputy

THIS is to certify that I, Robert D. Ellis, a Registered Professional Land Surveyor for the State of Texas have prepared the above subdivision from an actual survey on the ground, and that all corners have been properly marked.

For what purpose this instrument was prepared is not to be used for any purpose other than what is shown or noted on the face of the plat.

Robert D. Ellis, RPLS
Tex. Reg. No. 6908

TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES

Issued by:

NORTH AMERICAN TITLE INSURANCE COMPANY

Policy No.:
TX892-21-20825-01
Agent's File No.:
68-00537

760 N.W. 107 Avenue, Suite 401, Miami, FL 33172 (800) 869-3434 or (800) 374-8475

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and North American Title Insurance Company. This policy is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or to take other action if you have a loss resulting from a covered title risk. It applies only to an improved one-to-four family residential property or condominium unit. If your land is not either of these, contact us immediately.

Su Poliza de Seguro de Titulo es un contracto legal entre usted y North American Title Insurance Company. Esta poliza no es una opinion o reporte en relacion a su titulo de propiedad. Es un contracto de indemnificacion, esto es, la promesa de reembolsarle o de tomar cualquier otro tipo de accion si usted sufre una perdida como resultado de cualquier riesgo cubierto por la poliza.
Esta forma de poliza ha sido designada para ser utilizada exclusivamente en los casos de propiedades en las cuales hay construidas viviendas para no mas de cuatro familias o en los casos de unidades en condominios. Si su propiedad no es ninguna de las anteriores, por favor, notifiquenos inmediatamente.

We insure you against certain risks to your land title. We list these risks on page 1. The following limit your coverage:

- Exclusions on page 4.
- Exceptions on Schedule B.
- Conditions on pages 4 and 5.

You should keep the policy even if you transfer the title to your land. If you want to make a claim, see section 3 under Conditions on page 2.

You do not owe any more premiums for the Policy.
This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. The Policy – and not this sheet – is the legal document. YOU SHOULD READ THE POLICY VERY CAREFULLY.

THE TOLL-FREE NUMBER OF NORTH AMERICAN TITLE INSURANCE COMPANY FOR GENERAL INQUIRIES IS 1-800-869-3434 AND FOR CLAIMS IS 1-800-374-8475. YOU MAY CALL THIS NUMBER TO DISCUSS THIS POLICY OR TO MAKE A COMPLAINT. YOU MAY WRITE TO NORTH AMERICAN TITLE INSURANCE COMPANY AT THE ADDRESS IN SECTION 3 UNDER CONDITIONS ON PAGES 4 AND 5.

In witness whereof, North American Title Insurance Company has caused this policy to be signed and sealed as of the Date of this Policy.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY
Emilio Fernandez, **PRESIDENT**

ATTEST
Valerie Jahn-Grandin, **SECRETARY**

By: *Virginia H. Abiassi*
(Authorized Agent)

7/28/2021 10:27:38 PM

NORTH AMERICAN TITLE INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact North American Title Insurance Company's toll free telephone number for information or make a complaint at:

(800) 374-8475 GENERAL INQUIRIES
(800) 869-3434 CLAIMS

You may also write to North American Title Insurance Company at:

760 N.W. 107 Avenue, Suite 401
Miami, FL 33172

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or companies at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78701-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part of condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de telefono gratis de North American Title Insurance Company para informacion o para someter una queja al:

(800) 374-8475 GENERAL INQUIRIES
(800) 869-3434 CLAIMS

Usted también puede escribir a North American Title Insurance Company al:

760 N.W. 107 Avenue, Suite 401
Miami, FL 33172

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, Texas 78701-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la campañia primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCE
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OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A -- if that land is a one-to-four family residential property or condominium unit.
Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.
This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.
Your insurance under this contract is limited by the following:

- Exclusions on page 4
- Exceptions in Schedule B, page 3
- Conditions on pages 4 and 5

We insure you against actual loss resulting from:

- Any title risks covered by this Policy – up to the Policy Amount, and
- Any costs, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions (p. 4) and Exclusions (p. 2), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

Someone else owns an interest in your title.

A document is invalid because of improper signature, acknowledgment, delivery, or recording.

A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.

Restrictive covenants apply to your title.

There is a lien on your title because of:

- a mortgage or deed of trust,
- a judgment, tax, or special assessment, or
- a charge by a homeowner's or condominium association.

There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.

Others have rights in your title arising out of leases, contracts or options.

Someone else has an easement on your land.

You do not have good and indefeasible title.

There are other defects in your title.

There are other liens or encumbrances on your title.

This Policy also covers the following title risk:

You do not have any legal right of access to and from the land.

OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy. We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case not involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.
We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, see page 5.
This Policy is not complete without Schedules A and B.

EXCLUSIONS

In addition to the Exceptions in Schedule B, we do not insure you against loss, costs, attorney's fees, and expenses resulting from these Exclusions:
1. We do not cover loss caused by the exercise of governmental police power or the enforcement or violation of any law or government regulation. This includes building and zoning ordinances and laws and regulations concerning:
   a. Land use
   b. Improvements on the land
   c. Land division
   d. Environmental protection

This exclusion does not apply to notices of violations or notices of enforcement that appear in the public records at Policy Date. However, there may be an exception in Schedule B.
2. We do not cover the right to take the land by condemning it, unless:
   a. a notice of exercise of the right appears in the public records on the Policy Date, or
   b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. We do not cover title risks:
   a. that are created, allowed, or agreed to by you,
   b. that are known to you, but not to us on the Policy Date unless they appeared in the public records,
   c. that result in no loss to you, or
   d. that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 6 of the Covered Title Risks.
4. We do not cover the effect of failure to pay value for your title.
5. We do not cover lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A,
   b. in streets, alleys, or waterways that touch your land.

This exclusion does not limit the access coverage in the Covered Title Risks.

6. We do not cover any claim based upon allegations that your purchase of title (or acquisition of title by gift or otherwise):
   a. was a fraudulent conveyance, fraudulent transfer, voidable distribution, or voidable dividend;
   b. should be subordinated or recharacterized as a result of equitable subordination;
   c. was a preferential transfer unless
      (1) the Company or its issuing agent failed to timely file for record the deed to you after delivery or
      (2) the recordation of the deed to you is not legal record notice.

(We do cover the two types of claims described in c.(1) and c.(2) above.)
7. We do not cover the refusal of any person to buy, lease or lend money on your land because of unmarketability of the title.
8. We do not cover claims concerning the physical condition of your land or of the access to your land.

CONDITIONS

1. DEFINITIONS

a. Actual Loss. This is the difference between the value of your land without the covered title risk and the value of your land with the covered title risk. These values are the respective values at the time you must furnish proof of your loss.
b. Document. A deed or other conveyance of title to you or a prior owner.
c. Easement. A portion of your land someone else has the right to use for a special purpose.
d. Government Regulation. Any federal, state, or local law, constitutional provision, regulation, ordinance, or guideline.
e. Land. The land or condominium unit described in Schedule A and any improvements on the land that are real property.
f. Knowledge or known. Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by the public records.
g. Mortgage. A type of lien on the land such as a deed of trust or other security instrument.
h. Public Records. Those records required by Texas law and maintained by public officials in the county where the property is located that give legal notice of matters affecting your title.

i. Title. The ownership interest in the land, as shown in Schedule A.
j. We, us or our. The title insurance company. This is North American Title Insurance Company.
k. You, your. The insured.

2. CONTINUATION OF COVERAGE

We insure you as long as you:
a. own your Title,
b. own a mortgage from anyone who buys your Title, or
c. are liable for any Title warranties you make.
We insure your transferee or assignee only as follows:
a. a person who inherits the original named insured's title on the original named insured's death;
b. the original named insured's spouse who receives title in a dissolution of marriage with the original named insured;
c. the trustee or successor of a trust established by the original named insured to whom the original named insured transfers title after the date of policy; or
d. the beneficiaries of a trust described by Subdivision (c) on the death of the original named insured.

3. YOUR DUTIES IF YOU MAKE A CLAIM

You must follow this process to make a claim:
a. You Must Give Us Notice of Your Claim.
If anyone claims a right against your insured title, you must notify us promptly.
Send the notice to North American Title Insurance Company, 760 N.W. 107 Avenue, Suite 401, Miami, FL 33172 or call 800-374-8475 (General Inquiries) or 800-869-3434 (Claims) and ask for a claims attorney.
If you initially notify us by phone, we recommend that you also notify us in writing. Please include the Policy number shown in Schedule A, and the county where the land is.
Our obligation to you is reduced or ended if:
(1) you fail to give prompt notice, and
(2) your failure affects our ability to dispose of or to defend you against the claim.
Our obligation is reduced only to the extent that your failure affects our ability to dispose of or to defend you against the claim.
b. You Must Give Us Proof of Your Loss if We Request It.
You must send to us, if we request, your signed proof of loss within 91 days of our request on a standard form supplied by us. Within 15 days after we receive your notice of claim, we must request a signed proof of loss. If not, we waive our right to require a proof of loss. This waiver will not waive our other rights under the policy.
The statement must have the following information to the best of your knowledge:
(1) the Covered Title Risks which resulted in your loss,
(2) the dollar amount of your loss, and
(3) the method you used to compute the amount of your loss.
c. You Must Provide Papers We Request.
We may require you to show us your records, checks, letters, contracts, and other papers that relate to your claim of loss. We may make copies of these papers.
If you tell us this information is confidential, we will not disclose it to anyone else unless we reasonably believe the disclosure is necessary to administer the claim.
d. You Must Answer Questions Under Oath.
We may require you to answer questions under oath.
e. Effect of Failure to Cooperate.
Our obligation to you reduces or ends if you fail or refuse to:
(1) (a) provide a statement of loss,
(b) answer our questions under oath, or
(c) show us the papers we request, and
(2) your failure or refusal affects our ability to dispose of or to defend you against the claim.

4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

a. After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:
(1) Pay the claim against your title.
(2) Negotiate a settlement.
(3) Prosecute or defend a court case related to the claim.
(4) Pay you the amount required by this Policy.
(5) Take other action under Section 4b.
(6) Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time that we were obligated to pay.
We can choose which of these to do.
b. If you report to us that a covered title risk exists, we will promptly investigate to determine if that covered title risk is valid and not barred by law or statute. A covered title risk is a title risk that this Policy does not exclude or except.
If we conclude that your claim, or any part of your claim, is covered by the policy, we will take one or more of the following actions to the extent that it is covered:
(1) Institute all necessary legal proceedings to clear the title to the property;
(2) Indemnify you pursuant to the terms of the policy;

(3) Issue a new title policy without making exception to the covered title risk. If another insurer issues the new title policy to your purchaser, lender or other transferee without making exception to the covered title risk, we will indemnify the other insurer.
(4) Secure a release of the covered title risk.

c. If we deny your claim, or any part of your claim, not more than 15 days after we deny the claim, we will:
(1) notify you in writing, and
(2) give you the reasons for denial of your claim in writing.

5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.
We must repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.
When we defend or sue to clear your title, we have a right to choose the attorney. You have the right to disapprove our choice of attorney for reasonable cause. We can appeal any decision to the highest court. We do not have to pay our claim until your case is finally decided. We do not agree that the matter is a covered title risk by defending.

6. LIMITS OF OUR LIABILITY

Our liability is limited by the following:
a. We will pay up to your actual loss or the Policy Amount in force when the claim is made -- whichever is less.
b. If we remove the claim against your title with reasonable diligence or take other action under this policy after receiving notice of it, we will have no further liability for it.
c. All payments we make under this policy – except for costs, attorneys' fees and expenses -- will be subtracted from your Policy Amount.
d. If the Covered Title Risk is an easement, we may pay an insured mortgage holder instead of paying you when a written agreement between you and the mortgage holder allows. If the claim involves another Covered Title Risk, we may pay the mortgage holder instead of paying you. The amount paid to the mortgage holder is considered a payment to you under your policy and will be subtracted from your policy amount.
e. If you do anything to affect any right of recovery or defense you may have, we can subtract from our liability the amount by which you reduced the value of that right or defense. But we must add back to our liability any amount by which our expenses are reduced as a result of your action.

7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.
We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.
With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted under Texas or federal law, you and we may agree to arbitration when you file a claim.
The arbitration may decide any matter in dispute between you and us.
Arbitration is one means of alternative dispute resolution. It may lessen the time and cost of claims settlement. You may wish to consider another form of mediation or use the court system. If you choose arbitration, you may give up some discovery rights and your right to sue.
The arbitration award may:
a. include attorneys' fees if allowed by state law, and/or
b. be entered as a judgment in the proper court.
The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.
The law used in the arbitration is the law of the place where the property is located.
You can get a copy of the Rules from us.

9. ENTIRE CONTRACT PROVISION

This policy and any endorsements we attach are the entire contract between you and us.
Any claim you make against us must be under this Policy and subject to its terms.

NORTH AMERICAN TITLE INSURANCE COMPANY

TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (T-1R)

SCHEDULE A

Policy Number: **TX892-21-20825-01** File Number: **68-00537**

Policy Date: **June 4, 2021, at 01:05 pm**
Address for Reference only: **2004 Cedar Dr, La Marque, TX 77568**

Policy Amount: **$125,000.00**

Premium: **$964.00**

1. Name of Insured: **Abdelrazek Radwan**

2. We insure your interest in the land covered by this Policy is: **Fee Simple**

3. Legal Description of land:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

TRACT 1

THE NORTH 138.00 FEET OF THE SOUTH 252.00 FEET OF THE EAST 135.40 FEET OF LOT 25 IN DIVISION "E" OF COOK & STEWART'S SUBDIVISION OF THE JOHN D. MOORE LEAGUE IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 81, PAGE 526 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 25, SAID POINT BEING A 3/8 INH IRON ROD FOUND;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 25, A DISTANCE OF 114 FEET TO A 3/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND;

THENCE WEST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 135.40 FEET TO A 3/8 INCH IRON ROD FOR CORNER SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF LILAC AVENUE (BASED ON A WIDTH OF 60.00 FEET)

THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF LILAC AVENUE. A DISTANCE OF 138.00 FEET TO A 3/8 INCH IRON ROD FOR CORNER IN THE EAST LINE OF SAID LOT 25;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 25, A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING;

TRACT 2

THE SOUTH 114.00 FEET OF THE EAST 135.40 FEET OF LOT 25 IN DIVISION "E" OF COOK & STEWART'S SUBDIVISION OF THE JOHN D. MOORE LEAGUE IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 81, PAGE 526 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 25, SAID POINT BEING A 3/8 INCH IRON ROD FOUND;

THENCE WEST ALONG THE SOUTH LINE OF LOT 25 AND THE NORTH RIGH-OF-WAY LINE OF CEDAR STREET (BASED ON A WIDTH OF 80.00 FEET), A DISTANCE OF 135.40 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF LILAC AVENUE (BASED ON A WIDTH OF 60.00 FEET)

THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF LILAC AVENUE, A DISTANCE OF 114.00 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER;

THENCE EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 25, A DISTANCE OF 135.40 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER IN THE EAST LINE OF SAID LOT 25;

THE SOUTH ALONG THE EAST LINE OF SAID LOT 25, A DISTANCE OF 114.00 FEET TO THE POINT OF BEGINNING.

Note: The Company does not represent that the acreage or square footage calculations are correct.

Note: The Company is prohibited from insuring any inaccuracy in statement as to the quantity of the land described in Schedule A.

NORTH AMERICAN TITLE INSURANCE COMPANY

TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (T-1R)

SCHEDULE B

EXCEPTIONS

We do not cover loss, costs, attorneys' fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):

   Item No. 1 Schedule b, is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year **2021**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

   a. **Rights of parties in possession.**
   b. **We find no maintenance being assess at this time; however, inquiry must be made to the Association/Committee for verification.**
   c. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.**
   d. **Rights of tenants as tenants only, under unrecorded leases or rental agreements.**
   e. **Any property which lies within the bounds of a public or private roadway, whether such roadway is dedicated or not.**
   f. **Subject to all visible and apparent easements a current survey will reveal.**

g. **Easements, or claims of easements, which are not recorded in the public records.**

Countersigned
North American Title Insurance Company

By *Virginia H. Abiassi*
Authorized Signature

PatriotTitle

Date: July 28, 2021

Abdelrazek Radwan
308 Sunset Drive
Friendswood, TX 77546

RE: Our GF# 68-00537
Property Address: 2004 Cedar Dr, La Marque, TX 77568

In connection with the above reference transaction, enclosed please find the Original Owner's Policy of Title Insurance.

This Policy is valuable and may entitle you to a lower premium on title insurance if you sell or refinance your property. We suggest you keep it in a safe place where it will be readily available.

There is no recurring premium for this policy. Thank you for giving us the opportunity to fulfill your title insurance needs.

If you have any questions or if we can be of further service, please do not hesitate to contact us.

Best Regards.

Policy Department
TitlePolicy@PatriotTitleTX.com

Enclosure

City of La Marque
1130 1st Street
La Marque, Texas 77568
409.938.9204

CITY OF LA MARQUE
NOTICE TO PROPERTY OWNERS
OF A REQUESTED REZONE OF PROPERTY WITHIN 200 FEET

November 15, 2021

Dear Property Owner:

This PUBLIC NOTICE is required by the City of La Marque Code of Ordinances, Section 71-26. An application to rezone property in your area has been received by the Planning and Zoning Commission. Land under your ownership or care, as listed with the Galveston County Appraisal District Tax Records, is located within 200 feet of the property that is being considered for rezoning. Your property is not being rezoned as part of this request.

This is your OFFICIAL NOTICE that the City of La Marque Planning and Zoning Commission will hold a Public Hearing on **Tuesday, December 7, 2021, at 4:00 p.m. in person and video conference** regarding:

> A preliminary report on a request to change the zoning district from (C-2) Restricted Commercial to (R-1) Single Family Residential for Part of Blk 25 (2500-8) Div E Cook & Stewart Subdivision, located near Cedar Dr. and Lilac (Galveston County Property ID # 195743)

You may provide comments during the meeting by telephone or video using the following Zoom meeting information: Dial in number: 1 (346) 248-7799; Meeting ID:928 8738 5489; Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address: https://zoom.us/s/92887385489. The full agenda packet will be available at least 72 hour prior to the meeting on the City's website https://ci.la-marque.tx.us/AgendaCenter.

If you are unable to attend, and wish to comment, you may also provide comments by email at permits@cityoflamarque.org, or by mail at:

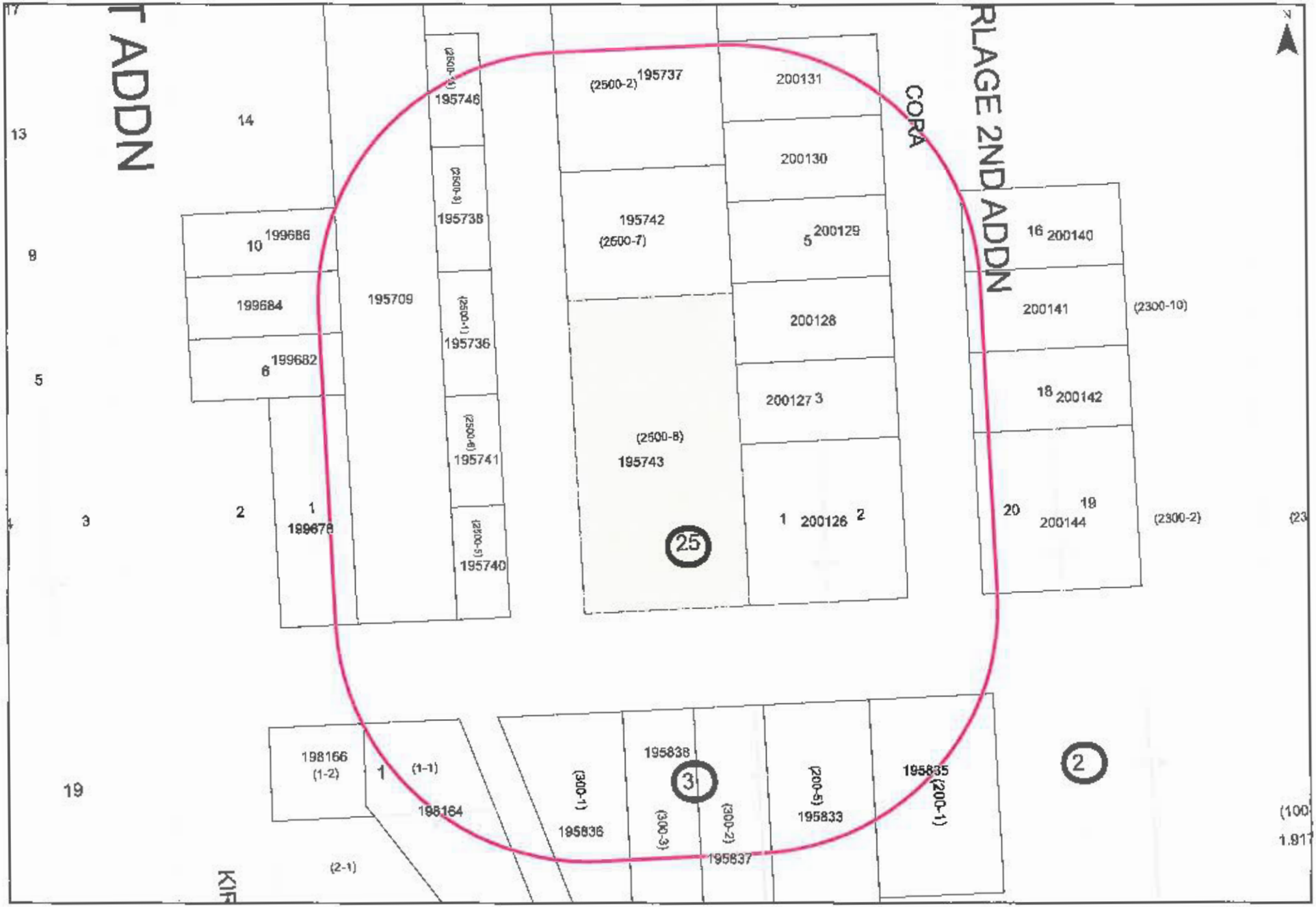
City of La Marque
Development Services Department
1130 1st Street
La Marque, TX 77568

Respectfully,
Margaret Corfield
Planning & Zoning Department

Galveston Central Appraisal District

GEOID	ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST
2775-0005-1900-001	195709	CENTERPOINT ENERGY INC	HOUSTON ELECTRIC	AD VALOREM TAX DEPT	PO BOX 1475	HOUSTON	TX
2775-0005-2500-001	195736	SOLIS FELIPE D JR & MARIA D		921 LILAC		LA MARQUE	TX
2775-0005-2500-002	195737	WALKER SOLITA A		7111 SHARPVIEW DR		HOUSTON	TX
2775-0005-2500-003	195738	SUNCOAST INVESTMENT GROUP LLC		PO BOX 846		LA MARQUE	TX
2775-0005-2500-005	195740	GONZALES DIANE		5672 SUGAR HILL DR		HOUSTON	TX
2775-0005-2500-006	195741	R.J. BLUE PROPERTIES L.L.C.		2804 ASHLEY		LA MARQUE	TX
2775-0005-2500-007	195742	PIZZECK ERIC E & JULIE		9608 MISTY HOLLOW LN		OKLAHOMA CITY	OK
2775-0005-2500-011	195746	WALKER SOLITA A		7111 SHARPVIEW DR		HOUSTON	TX
2775-0008-0200-005	195833	SHARP ANTHONY CHASE		310 LAKEVIEW BLVD		DICKINSON	TX
2775-0008-0200-001	195835	HARDY NICOSHA A		1915 CEDAR DR		LA MARQUE	TX
2775-0008-0300-001	195836	VELASCO FERNANDO & MARICRUZ		2041 BARRINGTON POINTE DR		LEAGUE CITY	TX
2775-0008-0300-002	195837	RABAGO MARCO ANTONIO & ROSA E		5710 STEWARD RD		GALVESTON	TX
2775-0008-0300-003	195838	RABAGO MARCO ANTONIO & ROSA E		5710 STEWARD RD		GALVESTON	TX
4395-0000-0001-001	198164	CENTERPOINT ENERGY INC	HOUSTON ELECTRIC	AD VALOREM TAX DEPT	PO BOX 1475	HOUSTON	TX
4395-0000-0001-002	198166	SHARRETTS GREGORY W		2009 CEDAR DR		LA MARQUE	TX
6710-0000-0001-000	199678	RODRIGUEZ NICOLAS		2006 11TH ST		GALENA PARK	TX
6710-0000-0006-000	199682	LA MARQUE PROPERTIES LLC		PO BOX 846		LA MARQUE	TX
6710-0000-0008-000	199684	HOLLINS RONALD	& LORRIE RAMIREZ	1107 ROOSEVELT		LA MARQUE	TX
6710-0000-0010-000	199686	CUMMINS MARK KEVIN & EREYEL		6800 CALIPH AVE		COCOA	FL
7511-0000-0001-000	200126	LOOFBORO RYAN		1074 MISTY CLF		DICKINSON	TX
7511-0000-0003-000	200127	TAYLOR DONALD R & DIANA		128 BENDING BROOK LN		DICKINSON	TX
7511-0000-0004-000	200128	BAKER NORMAN AND LILIANA CARVAJAL		1114 CORA ST		LA MARQUE	TX
7511-0000-0005-000	200129	FULTON KATINA E		1112 CORA		LA MARQUE	TX
7511-0000-0006-000	200130	DENNY RENE MCMILLAN		1110 CORA ST		LA MARQUE	TX
7511-0000-0007-000	200131	KING MARLO R		1108 CORA ST		LA MARQUE	TX
7511-0000-0016-000	200140	GITREY TIMOTHY E & CHARLENE D GARZA		1111 CORA ST		LA MARQUE	TX
7511-0000-0017-000	200141	DALLMEYER LANCE		8019 MARSHALL FLS		SPRING	TX
7511-0000-0018-000	200142	SVSM PARTNERS		16770 IMPERIAL VALLEY DR STE 125A		HOUSTON	TX
7511-0000-0019-000	200144	EDWARDS JOSEPHINE		1709 CRANSTON GROVE DR		DICKINSON	TX

Galveston Central Appraisal District



Geospatial or map data maintained by the Galveston Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9r**
Prepared by: Amanda Hobby Reviewed by:
Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding the ratification of Interim City Manager's approval of expenditures in the amount of $83,975.00 to Texas Pride Utilities for costs associated with emergency pipe bursting of 8" collapsed sanitary sewer line on Hackberry Street

ATTACHMENTS FOR REFERENCE:
1. Texas Pride Utilities invoice

STAFF BRIEFING:

- Public Works Department was notified November 5, 2021, of the collapsed sanitary sewer line on Hackberry Street causing sewer overflow as well as residential houses having sewer backed up onto their properties
- Assistant Director of Public Works, Amanda Hobby made the recommendation to Interim City Manager, Randall Aragon to contract Texas Pride Utilities for the emergency pipebursting of sanitary sewer line
- The original manhole was replaced along with the installation of a secondary manhole to give City better access to sanitary sewer line

HISTORY:

- **November 5, 2021** – City staff was notified of collapsed sanitary sewer line on Hackberry Street, La Marque, Texas 77568
- **November 8, 2021** – Emergency pipebursting of sanitary sewer line commenced
- **November 10, 2021** – Emergency pipebursting was concluded successfully

TARGET IMPLEMENTATION: December 13, 2021

SIGNIFICANT ACTION DATES: **N/A**

CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	$0.00
Actual Bid	$83,975.00
Estimated Expenditure	**$83,975.00**
Acct. Name(s)	Professional Fees
Line Items #	02 4040 22 00
Other Funding	

STAFF'S RECOMMENDATION: Motion to ratify Interim City Manager's approval of expenditures in the amount of $83,975.00 to Texas Pride Utilities for costs associated with emergency pipe bursting of 8" collapsed sanitary sewer line on Hackberry Street

FISCAL IMPACT: Unanticipated emergency project, $83,975.00

Texas Pride Utilities
725 Carby Rd
Houston TX 77037

Invoice

Date	Invoice #
11/2/2021	45908

Bill To

City of La Marque 2021
Hackberry
8" Pipe Burting

P.O. No.	Terms
	Net 30

Item	Description	Unit Price	Bid Qty	Curr Qty	Prior Qty	Total %	Curr. Amount
1	MOBILIZATION	4,800.00	1.00	1.00	0.00	100.00%	4,800.00
2	PIPE BURSTING EXISTING 6" SANTIARY SEWER COMPLETE IN PLACE TO INCLUDE ALL LABOR, TOOLS, MATERIAL AND EQUIPMENTS. WITH 8" HDPE SDR 19	46.00	900.00	935.00	0.00	103.89%	43,010.00
3	SERVICE RECONNECTION COMPLETE IN PLACE AFTER PIPE BURSTING	800.00	15.00	15.00	0.00	100.00%	12,000.00
4	CONNECTION TO MANHOLE	800.00	2.00	2.00	0.00	100.00%	1,600.00
5	CCTV LINE	3.00	1,800.00	1,970.00	0.00	109.44%	5,910.00
6	INSTALLATION OF NEW MANHOLES COMPLETE IN PLACE INCLUDING ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS	4,600.00	2.00	2.00	0.00	100.00%	9,200.00
7	ASPHALT TYPE D REMOVE AND REPLACE INCLUDING BASE COMPLETE IN PLACE TO INCLUDE ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS. UNDEFINED QUANTITY	57.00	1.00	0.00	0.00	0.00%	0.00
8	REMOVAL AND REPLACEMENT OF CONCRETE COMPLETE IN PLACE INCLUDING ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS. UNDEFINED QUANTITY	98.00	1.00	0.00	0.00	0.00%	0.00
7	RESTORATION BACK TO ORIGINAL CONDITIONS	7,455.00	1.00	1.00	0.00	100.00%	7,455.00

Thank you for your business!!

Total Earned MTD	$83,975.00
Payments/Credits	$0.00
Balance Due	$83,975.00

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **9s**
Prepared by: Gus Knebel Reviewed by:
Department: Department

AGENDA ITEM DESCRIPTION: Discussion possible action regarding adopting Resolution No. **R-2021-0036**, regarding authorizing the City Manager to execute settlement documents with Sovereign Builders Inc., regarding the construction of the La Marque Central Fire Station

ATTACHMENTS FOR REFERENCE
1. **Resolution R-2021-0036**

STAFF BRIEFING:

- The City of La Marque hired Sovereign Builders Inc., d/b/a Construction Ltd. to construct the La Marque Central Fire Station.
- A dispute arose between Sovereign Builders Inc., and the City of La Marque regarding the construction of the La Marque Central Fire Station.
- The City withheld retainage in the amount of $261,910.83.
- The dispute includes the issues with the HVAC system, waterproofing and drainage
- The proposed settlement would allow the City the proceed with repairs.
- Staff proposes to settle the dispute with the payment of a portion of the retainage in return for a full release and defense and indemnity agreement from Sovereign Builders Inc.

Has City Attorney OR Special Legal Counsel reviewed and approved?
Required for contracts, agreements, ordinances, resolutions.
Yes.

Have you discussed availability of funds/accounts with Finance Director?
Has Finance Director verified Purchasing Policy followed?
Required if any monetary request is involved.
Yes.

TARGET IMPLEMENTATION: December 13, 2021

SIGNIFICANT ACTION DATES: Has this items been presented to Council before or any Boards or Commission? Use dates, bold and underline.

3/13/2017 – City awarded contract to Sovereign Builders
11/27/2018 – Project was substantially complete

CITY COUNCIL AGENDA FORM

ACTION:

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	**$146,136.05**
Acct. Name(s)	Fire Station project
Line Items #	47-7001-06-00-FIREBD-07
Other Funding	

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

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STAFF'S RECOMMENDATION: Motion to approve Ordinance No. **R-2021-0036**

FISCAL IMPACT: $146,136.05

RESOLUTION NO. R-2021-0036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE TEXAS, APPROVING THE SETTLEMENT BETWEEN THE CITY OF LA MARQUE TEXAS AND SOVEREIGN BUILDERS INC. D/B/A CONSTRUCTION LTD.; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH DOCUMENTS ON BEHALF OF THE CITY OF LA MARQUE, TEXAS UPON APPROVAL OF THE CITY ATTORNEY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of La Marque, Texas (the "City") hired Sovereign Builders Inc. d/b/a Construction Ltd. ("Contractor") to construct the La Marque Central Fire Station located at 750 Saltgrass, La Marque, TX 77568; and

WHEREAS, a dispute arose during the construction of the La Marque Central Fire Station relating to the construction of the La Marque Central Fire Station; and

WHEREAS, the City of La Marque, Texas withheld funds from Contractor as a result of defects in the La Marque Central Fire Station; and

WHEREAS, the City of La Marque, Texas retained experts to correct issues with the La Marque Central Fire Station; and

WHEREAS, the City of La Marque, Texas negotiated a release and settlement agreement with Contractor regarding the City of La Marque, Texas's and Contractor's claims.

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

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

Section 2. That the City Council of the City of La Marque, Texas hereby approves and adopts the Release and Settlement Agreement, attached hereto as Exhibit "A", as well

as all other terms and conditions set out therein, in their entirety.

Section 3. The City Manager is hereby authorized to sign the Release and Settlement Agreement upon final approval of the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on this the _____day of _____ 2021.

CITY OF LA MARQUE, TEXAS

_____
Keith Bell, Mayor

ATTEST:

_____
Kierra Nance
Deputy City Clerk

APPROVED AS TO FORM:

_____
Gus Knebel, City Attorney

Kierra Nance

From: Randall Aragon
Sent: Friday, December 10, 2021 1:38 PM
To: Kierra Nance
Cc: Chad Waggoner
Subject: Omega Bay--Required Patrols at Omega Bay

Kierra:

Mayor Bell called me from the HOA meeting at Omega Bay that took place in October.

The Mayor mentioned that the HOA expressed an interest in our department stepping up patrols in Omega Bay.

I immediately called Deputy Chief Waggoner and relayed that info to him which was disseminated by the Sergeant on duty: see
his email to all Sergeants and Corporals on all shifts.

Take care,

Chief

Randall Aragon
Interim City Manager/Chief of Police
431 Bayou Road
La Marque, Texas 77568
Cell: (575) 740-2559
Email: r.aragon@cityoflamarque.org

From: Chad Waggoner <c.waggoner@cityoflamarque.org>
Sent: Tuesday, December 7, 2021 1:13 PM
To: Randall Aragon <r.aragon@cityoflamarque.org>
Subject: Fw: Omega Bay

From: Richard Garcia <r.garcia@cityoflamarque.org>
Sent: Tuesday, December 7, 2021 1:01 PM
To: Chad Waggoner <c.waggoner@cityoflamarque.org>
Subject: Fw: Omega Bay

From: Richard Garcia
Sent: Friday, October 15, 2021 4:18 AM
To: PD Sergeants<PDSergeants@cityoflamarque.org>; PD Corporals<PDCorporals@cityoflamarque.org>
Subject: Omega Bay

Sergeants and Corporals,

Chief Waggoner has asked that every day, each shift do at least two residential checks in Omega Bay. Advise your shift that the check needs to be logged on on their MCTs.

Garcia

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **10a**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2021-0037**, designating a management service provider for the Texas Hazard Mitigation Assistance program application and project implementation

[x] 1. Resolution

STAFF BRIEFING:

- Grant Works was the only bid received.

HISTORY:

- **November 19th and November 26th, 2021**- newspaper publications of RFP, online posting city website.
- **December 1st, 2021**- Deadline for RFP submission.

TARGET IMPLEMENTATION: December 14, 2021

SIGNIFICANT ACTION DATES:

ACTION:

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

Cost Details:	
Budgeted	-0-
Actual Bid	5% of total grant
Estimated Expenditure	**5% of total grant**
Acct. Name(s)	To be determined
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. **R-2021-0037**, designating a management service provider for the Texas Hazard Mitigation Assistance program application and project implementation

FISCAL IMPACT: Cost is reimbursable from awarded grants.

RESOLUTION R-2021-0037

A RESOLUTION OF CITY OF LA MARQUE, TEXAS, AUTHORIZING THE AWARD OF SERVICE PROVIDERS FOR THE TEXAS HAZARD MITIGATION ASSISTANCE PROJECT FUNDED THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) AND/OR TEXAS WATER DEVELOPMENT BOARD (TWDB).

WHEREAS, CITY OF LA MARQUE seeks assistance in the preparation of an application and, if awarded the grant, the subsequent implementation of an HMA Hazard Mitigation Grant;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for management services has been completed in accordance with Texas HMA requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers. **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE:

Section 1. That GrantWorks be selected to provide Texas HMA application and project-related **management services** for the Hazard Mitigation Assistance Grant project.

Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED this the _____ day of _____, 2021.

APPROVED:

_____
Keith Bell, Mayor

ATTEST:

_____
Kierra Nance, Deputy City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **10b**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2021-0038**, designating a professional engineering service provider for the Texas Hazard Mitigation Assistance program application and project implementation

1. Bid tab and attachments
2. Resolution

STAFF BRIEFING:

- Two bids were received.
- Adico has been hired as city's contract engineering firm and has been heavily involved with multiple city grant projects over the past three years.

HISTORY:

- **November 19th, 2021**- newspaper publication of RFQ, online posting city website.
- **December 1st, 2021**- Deadline for RFP submission.

TARGET IMPLEMENTATION: December 14, 2021

SIGNIFICANT ACTION DATES:

ACTION:

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

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

Cost Details:	
Budgeted	-0-
Actual Bid	
Estimated Expenditure	**N/A**
Acct. Name(s)	
Line Items #	
Other Funding	

CITY COUNCIL AGENDA FORM

STAFF'S RECOMMENDATION: Motion to adopting Resolution No. **R-2021-0038**, designating a professional engineering service provider for the Texas Hazard Mitigation Assistance program application and project implementation

FISCAL IMPACT: Not to exceed $10,000

Bid Tabulations

HMA Engineering Services

	Maximum	Wood	Addico
Experience of the firm	**60**	55	52
Prior work performance	**25**	20	25
Capacity to perform	**15**	12	12
	100	**87**	**89**

CITY OF LA MARQUE
REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES

HAZARD MITIGATION ASSISTANCE (HMA)
from
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)
TEXAS WATER DEVELOPMENT BOARD (TWDB)

FEMA HAZARD MITIGATION GRANT PROGRAM
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM
FLOOD MITIGATION ASSISTANCE GRANT PROGRAM

ADICO
CONSULTING ENGINEERS

2114 EL DORADO BLVD., SUITE 400, FRIENDSWOOD, TX 77546
T: 832-895-1093 | WEBSITE: WWW.ADICO-LLC.COM
CONTACT: DINH V. HO, P.E., DINH@ADICO-LLC.COM

DUE: Wednesday, December 1, 2021 @ 10am

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- **2.** CERTIFICATE OF INSURANCE FOR PROFESSIONAL LIABILITY
- **3.** FORM CIQ
- **4.** CERTIFICATION REGARDING LOBBYING
- **5.** DISCLOSURE OF LOBBYING ACTIVITIES
- **6.** FORM 1295

I. TRANSMITTAL LETTER

ADICO
CONSULTING ENGINEERS

Tuesday, November 30, 2021

Suzy Kou
Finance Director
City of La Marque
1111 Bayou Road
La Marque, TX 77568

TRANSMITTAL LETTER

Re: Request for Qualification for Engineering Services
Proposed Contract Funding for Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Programs (BRIC), and/ or Flood Mitigation Assistance Grant Program (FMA)
City of La Marque, TX

Dear Ms. Kou,

Adico, LLC is please to submit for your review and consideration our Statement of Qualifications for Engineering Services - Proposed Contract Funding for Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC), and/or Flood Mitigation Assistance Grant Program (FMA). The pre-award and post-award engineering services for Hazard Mitigation Assistance (HMA) contract(s), if awarded, from the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). HMA includes FEMA Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC) and Flood Mitigation Assistance Grant Program (FMA).

The City of La Marque is seeking to enter into an engineering services contract with a state-registered engineer to assist the City in pre-award and post-award services of its proposed HMA project(s), if funded by FEMA through TDEM and/or TWDB. The City of La Marque is considering applying for such funding to support eligible mitigation projects under the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

Adico understands that firms may submit proposals for any or all activities. Multiple contracts may be awarded because of this solicitation. The City will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

Adico understands the Scope of Work as detailed in the Request for Qualifications (RFQ) for Engineering Services as detailed in the advertisement dated November 19, 2021. Adico acknowledges, our firm is qualified, experienced, state licensed engineering firm and able to perform services as detailed below:

I. Scope of Work

Adico has received the detailed Scope of Work within the RFQ. The selected engineering firm shall provide engineering services including but not limited to the following areas:

a. Mitigation Projects- Construction (other than Property Acquisition/ Structure Demolition, Structure Elevation, and Reconstruction)

Pre-Award – Services associated with developing and requesting Federal disaster assistance, including but not limited to:

- Application preparation assistance
- Preliminary engineering sturdy, if applicable
- Preliminary environmental and historical assessment
- Preliminary surveys, if applicable
- Preliminary Scope of Work determination
- Preliminary Benefit Cost Analysis using FEMA's BCA software program
- Preliminary design plans and specifications
- Preliminary budgets

Post-Award

- Comprehensive Benefit Cost Analysis
- Comprehensive engineering study
- Comprehensive environmental and historical assessment
- Final design plans and specifications
- Final budget
- Preparation of the bid packet and contract documents
- Conduct all field testing and inspections (interim and final); and
- Other special services as determined
- Engineering and Final Design Support
- Bid and Award Support
- Contract Management and Construction Oversight
- Specialized Services

II. Statement of Qualifications

Adico affirms that our firm meets the appropriate state licensing requirements to practice as an Engineer in the state of Texas. Adico confirms that our firm does not have any record of substandard work within the last five years and has not engaged in any unethical practices within the last five years.

Adico affirms it has experience in the following areas:

- Public works construction including but not limited to disaster recovery projects
- Federally funded construction projects; and
- Projects located in this general region of the state

Included in the RFQ is our firm profile that includes experience and qualifications, recent related projects, staff resumes and references.

III.
For this RFQ, qualifications will be evaluated and the most qualified respondent will be selected, subject to negotiation of fair and reasonable compensation.

IV. Evaluation Criteria

Adico understands that proposals received by the City of La Marque will be evaluated and ranked in accordance with Exhibit A within the RFQ.

V. Submission Requirements

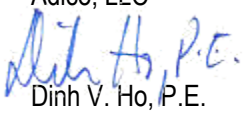
Included in the RFQ are the following required documents:

- Certificate of Insurance for professional liability
- Statement of Conflicts of Interest
- System of Award Management
- Form CIQ
- Certificate Regarding Lobbying
- Form 1295
- Required Contract Provisions

We hope, after your review of our Statement of Qualifications, that we have provided a glimpse of our professional engineering services for the City of La Marque's upcoming projects. We have no doubt that Adico, LLC, a small and minority owned business can provide the City with competent, proficient, and valuable engineering services.

We appreciate your time and consideration and look forward to hearing from you.

Sincerely,
Adico, LLC



Dinh V. Ho, P.E.
TBPE Firm No. 16423

II. STATEMENT OF QUALIFICATIONS

I. SCOPE OF SERVICES

The City of La Marque is seeking to enter an engineering services contract with a qualified, state registered engineer for eligible mitigation projects for proposed HMA projects, if funded by FEMA thought TDEM and/or TWDB. A detailed Scope of Work provided by the City of La Marque has been received and it is understood to encompass all application and project related engineering services to the City of La Marque under one or more of the following programs:

- Hazard Mitigation Grant Program ((HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

a. Mitigation Projects- Construction (other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction)

Pre-Award - Services associated with developing and requesting Federal disaster assistance including but not limited to:

- Application preparation assistance
- Preliminary engineering sturdy, if applicable
- Preliminary environmental and historical assessment
- Preliminary surveys, if applicable
- Preliminary Scope of Work determination
- Preliminary Benefit Cost Analysis using FEMA's BCA software program
- Preliminary design plans and specifications
- Preliminary budgets

Post-Award

- Comprehensive Benefit Cost Analysis
- Comprehensive engineering study
- Comprehensive environmental and historical assessment
- Final design plans and specifications
- Final budget
- Preparation of the bid packet and contract documents
- Conduct all field testing and inspections (interim and final); and
- Other special services as determined
- Engineering and Final Design Support
- Bid and Award Support
- Contract Management and Construction Oversight
- Specialized Services

Pre-Award costs to be reimbursed by FEMA must have been incurred after the date of declaration (HMGP) or grant opening announcement (FMA). (BRIC) Pre-award costs directly related to developing the BRIC grant Application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at the time of award. All programs – Pre-award management costs count towards the limit for subrecipient management costs. Pre-award costs must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or

final approval are not eligible. If an award is not made, Pre-award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.

Projects with specialized or complex technical information such as a drainage project will include two phases. Phase 1 will be developing Hydraulic and Hydraulics Studies, feasibility studies, final engineering design and other technical studies. After Phase 1 deliverables have been developed and analyzed, a new BCA will be performed, and any necessary changes will be made in the Scope of Work Budget. When Phase 1 deliverables have been approved by TDEM and FWMA, the balance of Management Activities outlined above will be followed.

Adico has recent experience with applying for and being selected for several CDBG-MIT Projects. We have worked with grant writers such as Grant Works on the development of grant applications and providing documentation, as necessary. As mentioned, we have been selected for several Engineering contracts, specifically related to CDBG-MIT (Mitigation), CDBG-DR (Disaster Recovery), and CDBG-HMA (Hazard Mitigation Assistance) through various FEMA programs related to Hurricane Harvey. We have also been selected as engineer for the Texas Water Development Board (TWDB) Flood Infrastructure Board (FIF) grant program.

Our role as City Engineer for the City of La Marque, City of Iowa Colony, City of West Columbia, and City of Bonney provides us with a unique ability to assist the cities in defining problems and providing solutions to improve infrastructure and city services. Adico assists the cities in identifying capital improvement projects as well as serving as a liaison between the city and local municipalities, county, state and federal agencies. In addition, Adico works with TxDOT in planning and preparing for the impact and disruption of major roadway projects running through the cities.

Adico currently provides engineering services for other local government, school districts as well as private clients. These scope of services offers a wide range from preliminary feasibility, planning, preliminary and final design, construction administration and management and project closeouts. Our development projects include site development, single and multi-family, K-12 education facilities, and drainage and detention projects. Additional engineering services are provided within the Company Profile located later in the RFQ.

Below is a brief overview of our pre and post construction services related to awarded CDBG-MIT and HMA projects for the City of La Marque, City of Iowa Colony, Katy ISD, and Huffman ISD.

II. STATEMENT OF QUALIFICATIONS

Our staff of ten experienced and knowledgeable employees has afforded the firm with a large portfolio of different types of development projects. We have experience with clients in both the public and private sector. Our projects include planning, preliminary and final design of single family residential, multi-family residential, commercial site development, retail and mixed use, detention facilities, wastewater treatment plants, water plants, and capital infrastructure improvement projects. All our projects include options for contract management and construction phase services.

Our dedicated staff has worked with numerous local government clients. Our current client list includes:

- Harris County
- City of Iowa Colony
- City of La Marque
- City of West Columbia
- City of Sugarland
- City of Houston
- Village of Bonney

Adico currently serves as City Engineer for the City of La Marque, City of Iowa Colony, City of West Columbia and Village of Bonney. As City Engineer, one of our primary responsibilities is to serve as the Certified Floodplain Manager (CFM). With this responsibility, we review and approve development projects including hydrologic studies and detention design. To do this, we work with other local governmental agencies, municipal utility district, local developers, and landowners to be determine areas of concern along current and future development needs. In addition, as City Engineer, we are the cities representative with other local government as well as state and federal agencies. In addition, we collaborate with city officials in identifying the needs of the city and provide recommendations on expansions/repairs of city infrastructure and capital improvement projects.

Company Profile

Adico, LLC is a consulting civil engineering firm based in Friendswood, TX. Our combined professional experience offers over 60 years of civil engineering expertise in the Houston metropolitan area. Our ambition is simple, we want to use our engineering expertise to create a highly efficient, cost-effective product to, at minimum, exceed our clients' expectations. We have worked with numerous both public and private entities to produce projects we are proud to call our own. Smart design, functionality, budget and time consciousness has been a key staple to our success and the reason for several repeat clients. Availability and constant communication with our clients have been the most important component to our success. In our many years in the business, we have developed strong strategic and prosperous partnerships working with fellow engineers, architects, construction contractors, utility districts and governmental agencies to provide clients with the ultimate result of successful projects with thoughtful design.

We offer a wide range of professional civil engineering services. These services include:

- Project conception and initial planning
- Preliminary feasibility studies
- Stage 2 feasibility study
- Preliminary design through final design
- Preparation of construction documents
- Construction phase services

Adico, LLC has consulted on numerous projects, both small and large. Our clients have a vast portfolio of projects throughout the Houston metropolitan area and we are proud to have consulted on many of these complex, exclusive and highly unique projects. To name a few, below is a sample of our consulting services:

- Municipality consulting
- Disaster Recovery consulting
- Educational facilities
- Utility analysis
- Drainage analysis
- Street design and construction management
- Sidewalks and parking lots
- Road and bridges
- Storm water management and system design
- Wastewater treatment plants
- Single family residential land development
- Education facilities
- Commercial site development, including office space, warehouse, strip centers, gas stations, etc.

Core Values:

Adico's core values are constant communication and developing lasting professional relationships. Our diverse staff offers professional services working in various specialties to come together and provide the ultimate service of meeting our client's goals. We have never tried to cut on either quality, the pace of work or any other construction aspects. We stay true to fulfill our promise of efficiency and quality service.

Quality:

We believe our attention to details ensures our success. We always aim to "do it right" the first time and eliminate unnecessary steps, to save time and money. From conception of a project, we derive and commit to a game plan that fits the needs of our clients' interests. Our game plan foresees most constraints with time, money and schedule. Market awareness and communication is the key to a successful project.

Pace:

Adico is a prepared firm. We know that most projects are time sensitive. Maintaining an accurate and steady schedule can make or break a project. Our clients are ensured that with our representation on the project, the project will be delivered in a time sensitive manner. Accuracy and attention to detail is not thwarted when we are given a timeline for completion. As experienced professionals, skillful execution is essential to our success.

Firm Staff and Ability to Perform:

Adico, LLC for was formed in 2015 with our principal as its sole employee. In five years, through building advantageous professional relationships and dedication to our craft, we have rapidly grown into a 10-person staff. We have prided ourselves with expertise of our field and producing quality work that results in repeat clients and referrals. Included in our staff is our principal, Dinh V. Ho, two senior project engineers, four project designers, two field inspectors, and one administrative personnel. Our team has decades of experience in hazard mitigation projects at all levels, including planning, designing, and pre and post construction activities for both private and public entities.

Adico recognizes our field, Civil Engineering, is ever changing and always ensures we are knowledgeable of the changes and adapt to them. Our team is diverse and skilled with over 60-year of solid working experience in due diligence, design, pre and post construction activities and obtaining governmental approvals. The team has built and maintained lasting relationships that have paved the way for our success as a firm.

Experience and Qualifications

- ***Public Works Construction***

  As City Engineer for Iowa Colony, La Marque, Village of Bonney and City of West Columbia, Adico is responsible for plan review and approval of all development projects including performing construction inspections, and project closeouts for city maintenance. We are responsible for addressing all public infrastructure needs and capital improvement projects.

  For the last several years, Harris County has engaged our services for several projects. This includes the Harris County Pet Veterinary Clinic, John Paul Lansing Drainage and Detention Facility and Baytown Waterline Extension. Our scope of services includes planning, initial and final design, bid services, construction administration and inspection services.

- ***Federally Funded Construction Projects***

  As mentioned, Adico has been awarded several CDBG-MIT and HMA projects. This includes Iowa Colony CDBG Projects related to Hurricane Harvey Disaster Recovery, La Marque CDBG Hurricane Harvey Disaster Recovery Project and Huffman ISD Hurricane Harvey CDBG-MIT. Adico provide pre and post funding professional engineering related services for these projects. A brief description is below:

  - Iowa Colony, Hurricane Harvey-CDBG-DR, HMA
    - Reference: Ron Cox, City Manager
    - Selected for Engineering Services in 2019
    - Identified infrastructure damages and submitted documentation for repair/replacement of structures
    - Status: Under Construction

  - Iowa Colony, Hurricane Harvey – GLO, CDBG-MIT
    - Reference: Ron Cox, City Manager
    - Selected for Engineering Services in 2020
    - Identified infrastructure damages and submitted documentation for repair/replacement of structures
    - Status: Under Construction

  - La Marque, Hurricane Harvey-CDBG-DR
    - Reference: Charles Tink. City Manager
    - Selected for Engineering Services in Nov. 2019
    - Identified drainage projects that suffered repetitive flooding issues
    - Status: Construction

  - Huffman ISD, Hurricane Harvey, CDBG-DR
    - Reference: Tim Brittain, Huffman ISD Chief Financial Officer
    - Selected for Engineering Services in 2018
    - Repair/Replacement of Chiller Pad
    - Flood remediation of existing facilities
    - Status: Both projects completed in 2019

  - City of West Columbia, HMGP, Building Resilient Infrastructure and Communities Grant Program, Flood Mitigation Assistance Grant Program
    - Reference: Debbie Sutherland, City Manager
    - Selected for Engineering Services in September 2021
    - Drainage Study and Mitigation
    - Status: Pre-award

  All Adico projects are located within Harris County and surrounding counties.

- **References**

  References are provided in company brochure located towards the end of our qualification package.

III. COMPANY BROCHURE

ADICO
CONSULTING ENGINEERS











CONSULTING ENGINEERING SERVICES:

CIVIL ENGINEERS,

PROJECT MANAGERS, CONSTRUCTION MANAGEMENT

ADICO, LLC - CONSULTING ENGINEERS
2114 EL DORADO BLVD., SUITE 400, FRIENDSWOOD, TX 77546

ENGINEERING SERVICES

CIVIL ENGINEERING

- Site Planning and Utilities
- Site Development
- Stormwater Drainage System
- Water/Wastewater System
- Pump Station Design
- Wastewater Treatment Plan
- Pedestrian Facilities Planning
- Roadway Design
- Construction Administration

WATER RESOURCES

- Storm Water Management Plans
- Channels
- Storm Sewer Systems
- Detention Basins
- Storm Water Pump Stations
- Water Amenities and Water Quality Ponds
- NPDES Permits/ FEMA Submittals
- Storm Water Pollution Prevention Plans

SITE DEVELOPMENT

- Retail & Mixed Use
- Townhomes and Multi-Family Projects
- Offices and Medical Facilities
- Education

PLANNING

- Master Planning
- Feasibility Studies
- Land Use Planning and Approvals

TRANSPORATION AND TRAFFIC

- Roadways Geometrics
- Construction Sequencing
- Traffic Control Plans
- Utility Relocations
- Signing & Pavement Markings
- Railroad Design and Studies
- Construction Management/ Administration

LAND DEVELOPMENT

- Feasibility Analysis
- Water Treatment and Distribution
- Wastewater Collection and Treatment
- Storm Water Management
- Erosion/ Sedimentation Controls
- Roadway Design
- Traffic Engineering
- Construction Administration

CIVIL ENGINEERING

ALLC civil engineering team has extensive experience ranging from planning, design and construction of water distribution, wastewater collection, stormwater systems and roadways for municipalities, utility districts and private clients.

MUNICIPAL

- City of Iowa Colony
- City of La Marque
- Harris County MUD 381
- Harris County MUD 420
- Harris County
- Galveston County
- City of Sugar Land
- Mason Creek Utility District



EDUCATION

- Katy ISD, Katy High School No. 10
- Katy ISD, Katy Junior High No. 19
- Huffman ISD, Falconridge Elemenary
- Alvin ISD— Bob &Betty Nelson E.S.
- Alvin ISD— Sterling Lakes ES.
- Houston ISD—Ryan Elementary Parking Lot Expansion
- Lamar University - Ty Track Renovations



INDUSTRIAL/COMMERCIAL

- Ellis Business Park
- Hunting Energy Service – Ameriport Campus
- Hunting Energy Services—National Coupling Expansion
- ProBuild, Inc.—Manvel, Katy, Conroe
- Schlumberger



JOHN PAUL LANDING CENTRAL CELL EXCAVATION

Owner: Harris County

Location: West Road, east of Katy Hockley rd.

Overview: Excavation of approximately 500,000 cy of materials and provide connection to existing pond and pedestrian bridge and park at John Paul Landing Park.

Responsibility:

- Planning
- Preliminary and final design of excavation and pilot channel, pedestrian bridge and boardwalk
- Stormwater pollution prevention plan
- Bidding services
- Construction phase services.

Cost Estimate: $4,500,000

Contact: Jessica Cohen, Harris County Engineering Dept.

Status: Under Construction, Estimated completion Summer 2020





HARRIS COUNTY VETERINARY PUBLIC HEALTH EXPANSION

Owner: Harris County

Location: 610 Canino Road, Houston, TX

Overview: Expansion of Harris County Veterinary facilities including water, sanitary sewer and drainage engineering services to expand facility, parking lot and detention to existing facilities.

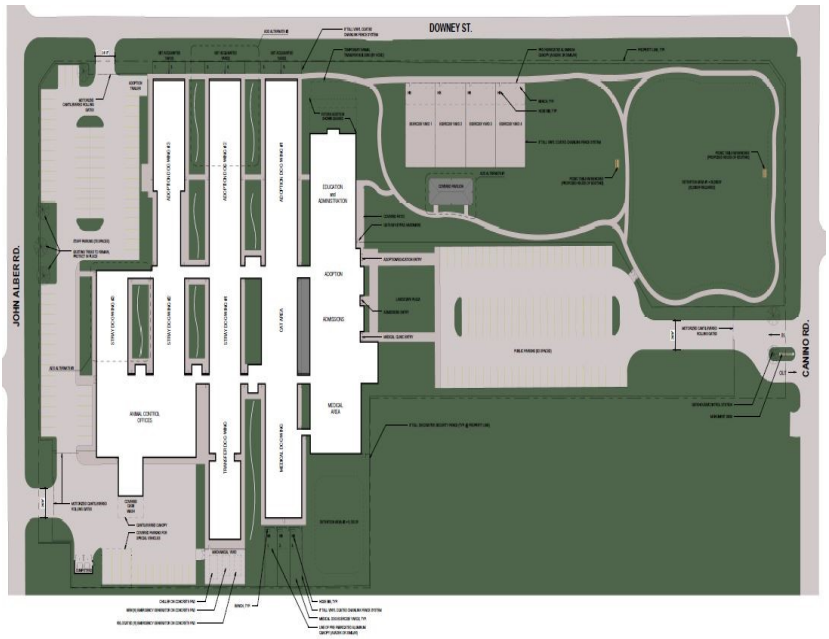
Responsibility:

- Planning
- Preliminary and final design of water, sewer, and drainage expansion.
- Stormwater pollution prevention plan
- Construction phase services

Cost Estimate: $3,000,000

Contact: Will Turner, Kirksey Architecture

Status: Completed 2018





BOB AND BETTY NELSON ELEMENTARY SCHOOL

Owner: Alvin Independent School District

Location: FM 1462 and FM 185, Alvin, TX

Overview: New elementary school in Alvin, TX. Provide onsite and offsite water, sanitary sewer, drainage, and paving engineering services to serve new elementary school.

Responsibility:

- Planning
- Preliminary and final design of water, sewer, drainage and paving for onsite and offsite facilities.
- Stormwater pollution prevention plan
- Bidding services
- Construction phase services

Cost Estimate: $2,000,000

Contact: Adam Belcher, Huckabee Architects

Status: Completed 2019





COUNTY ROAD 185 WIDENING AND TRAFFIC IMPROVEMENTS

Owner: Alvin Independent School District

Location: FM 1462 and FM 185, Alvin, TX

Overview: FM 185 Expansion and traffic improvements to serve Alvin ISD Bob and Betty Nelson Elementary school.

Responsibility:

- Planning
- Preliminary and final design of drainage and paving improvements and traffic signalization
- Stormwater pollution prevention plan
- Bidding services
- Construction phase services

Cost Estimate: $650,000.00

Contact: Julianne Black, Alvin ISD

Status: Completed 2019





HUFFMAN ISD FLOOD REMEDIATION OF EXISTING FACILITIES

Owner: Huffman Independent School District

Location: Huffman ISD, various campuses and district facilities

Overview: Flood remediation of existing district facilities, including transportation building, field house, portable buildings, football and track facilities and pump house.

Responsibility:

- Planning
- Flood remediation including detention and drainage plans

Cost Estimate: $3,500,000

Contact: Tom Trials, Huffman ISD

Status: Planning, Estimated completion Fall 2021





CITY OF IOWA COLONY CDBG-DR AMES ROAD BRIDGE REPLACEMENT

Owner: City of Iowa Colony

Location: Ames Rd., Iowa Colony

Overview: Assist grant writers in developing application for submittal. Planning for replacement bridge damaged from Hurricane Harvey.

Responsibility:

- Planning
- Preliminary and Final Design

Cost Estimate: $200,000

Contact: Ron Cox, Ron Cox Consulting

Status: Planning, Estimated completion 2021





SHELDON ISD WATER LINE AND FORCE MAIN EXTENSION

Owner: Sheldon Independent School District

Location: CE King Pkwy, Beltway 8

Overview: Approximately 6,000 linear feet of water line extension and approximately 7500 linear feet of lift station and force main to serve new Sheldon ISD High School.

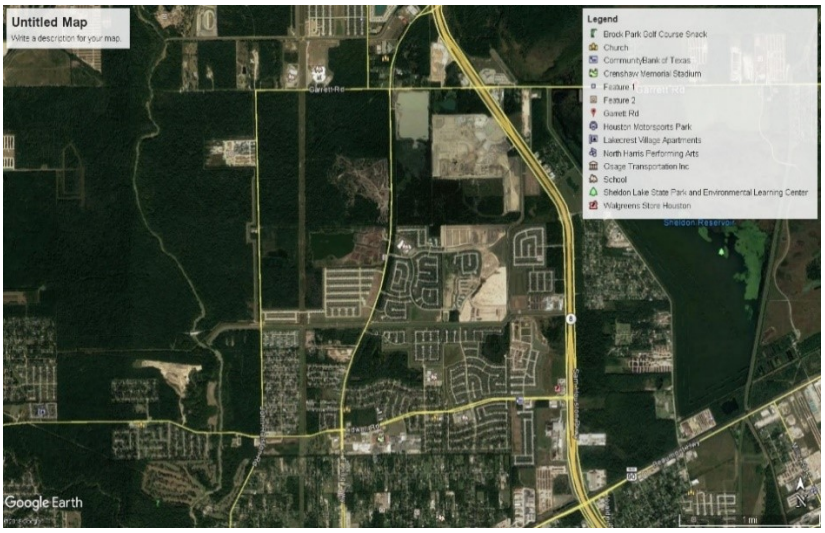
Responsibility:

- Planning
- Preliminary and Final Design of approximately 6,000 lf of water line.
- Preliminary and final design of approximately 7500 lf of lift station and forcemain.
- Bidding Services
- Construction Phase Services

Cost Estimate: $2,500,000

Contact: Van Franks, LAN Engineering

Status: Completed 2019







KATY ISD NEW HIGH SCHOOL NO. 10

Owner: Katy Independent School District

Location: Katy Hockley Rd and Logenbaugh Rd., Katy, TX

Overview: Approximately 157 acres, provide civil engineering services for detention, flood mitigation and overflow channel to service district complex.

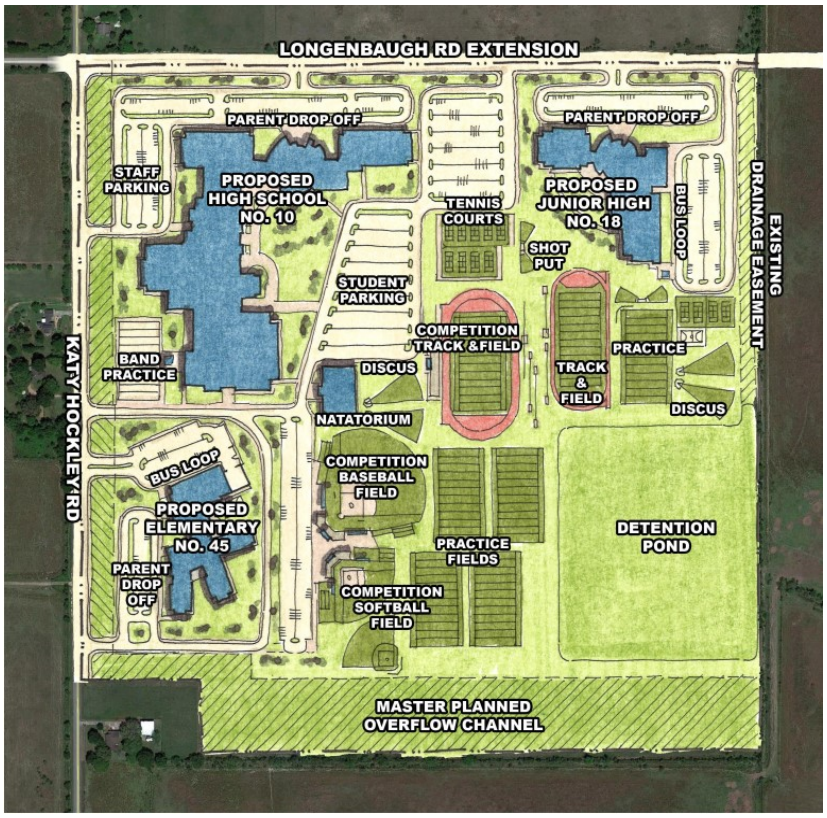
Responsibility:

- Planning
- Preliminary and final design for detention, flood mitigation and overflow channel
- Bidding Services
- Construction Phase Services

Cost Estimate: $7,500,000

Contact: Elisabeth Kassman, Katy ISD

Status: Currently under construction



KATY ISD FLOOD DAMAGE MITIGATION STUDY

Owner: Katy Independent School District

Location: Katy ISD Various Campuses

Overview: Flood remediation of existing district facilities, including five campuses

Responsibility:

- Feasibility
- Drainage assessment
- Flood remediation report

Cost Estimate: $300,000

Contact: Elisabeth Kassman, Katy ISD

Status: Completed 2018







FM 2100 EXPANSION TO SERVE HUFFMAN ISD NEW ELEMENTARY SCHOOL

Owner: Huffman Independent School District

Location: FM 2100, Huffman, TX

Overview: Approximately

Responsibility:

- Planning
- Preliminary and final design.
- Bidding Services
- Construction Phase Services

Cost Estimate: $250,000

Contact:

Status: Completed 2018



REFERENCES

Mr. Joe Castillo, Jr., LEED AP Director
Project Management Office
Harris County Public Infrastructure Dept.
1001 Preston, 7th Floor
Houston, Texas 77002
713.755.7630

Kayleen Rosser
City Secretary
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583
281.369.2471

Mr. Ron Cox
Ron Cox Consulting
120 St. Andrews
Friendswood, Texas 77546
281.543.0042

Chaise Cary
Director of Public Works
City of La Marque
4916 Texas Ave., Suite C
La Marque, TX 77568
409.838.9280

Mr. Mark Berthold
Director of Facilities Program ProBuild, Inc.
7595 Technology Way, Suite 500
Denver, CO 80237
303.262.8600

Elisabeth Kassman
Katy ISD
Executive Director Facilities, Planning and Construction
6301 South Stadium Lane
Katy, TX 77494
281.396.2309

Tom Trials
Bond Program Management Services
29489 Redtop Rd.
Richards, TX 77873
832.628.9400

Charles Tink Jackson
City Manager
City of La Marque
1111 Bayou Rd.
La Marque, TX 77568
409.938.9225

IV. RESUMES

RESUME



Dinh V. Ho, P.E.
Principal in Charge/ Project Manager

Role: Principal in Charge/Project Manager
Education: Bachelor of Science, Civil Engineering, Lamar University
Licensing: Texas No. 93895
Project Commitment: 100%

Dinh Ho, P.E. brings over 20-years of civil engineering experience in site and land development. He is responsible for overseeing design and management of projects ranging from education to municipalities. His experiences include coordination with surveyors, architects and other professionals in the preparation of development plans; preparation and review of contractor's bid packages for street paving, sewer, storm water, water utility and franchise utility improvement; and supervision of construction activities.

PROJECT EXPERIENCE:

- Iowa Colony, CDBG Disaster Recovery and Hazard Mitigation Assistance (HMA) procurement and Pre-Funding and Post Funding Services.
- Iowa Colony, City Engineer, Review and approve infrastructure improvement projects including bridges, major thoroughfares, collector streets and subdivision streets and provide construction inspection services, Iowa Colony, TX
- Alvin ISD, Bob and Betty Nelson Elementary School, Onsite and Offsite Utilities, Alvin, TX
- Huffman ISD, Falcon Ridge Elementary School, Onsite and Offsite Utilities, Huffman, TX
- Katy ISD, Perform flood mitigation survey of five schools and develop plan to mitigate future flooding, Katy, TX
- Harris County, Provide initial and final design and obtain approval for TXDOT roadway expansion and traffic signalization for approximately 1300 LF of Wolf Road, Huffman, TX
- Alvin ISD, Provide initial and final design and obtain approval for CR 185 widening and traffic signalization for approximately 1,000 LF., Alvin, TX
- Alvin ISD, Provide initial and final design and obtain approvals for 350 LF of pedestrian cross wings and traffic signalization of FM 1462, Alvin, TX.
- Houston ISD, Ryan Middle School-Storm Water Detention and Parking Lot Expansion, Houston, TX
- Houston Community College, Alief Early College High School-New Campus, Houston, TX
- Houston ISD, 2007 Bond Program Manager, Houston, TX

RESUME



Phasith (Sid) Nanthavong, P.E.
Senior Project Manager

Role: Senior Project Engineer
Education: Bachelor of Science, Engineering Technology in Structural Analysis and Design, University of Houston, 1997
Licensing: Texas No. 99284
Project Commitment: 100%

Sid offers over 20-years of experience as a project engineer and project manager in civil engineering. Sid provides extensive knowledge in design and development of commercial site development and municipal projects. His overall experience includes floodplain mitigation, stormwater detention design, conveyance analysis, stormwater quality/ stormwater pollution prevention design, site grading, utility, design layout, roadway design, site investigation and due diligence for land acquisition.

PROJECT EXPERIENCE:

- UPS Expansion, Project manager of preliminary and final design of site facilities. La Marque, TX
- 35 Acre Mobile Home Community, Project manager of preliminary and final design of site facilities, Arcola, TX
- 10 Commercial development and utility extension, Project manager of preliminary and final design of site facilities, Baytown, TX
- Fort Bend County MUD 225, Sanitary Lift Station and Force main, Rosenberg, TX
- Memorial Green Residential and Commercial Development, Houston, TX
- Quadvest Water Line and Sanitary Extension, Old Town Springs, TX
- Halliburton North Belt Campus Improvement, Houston, TX
- Milner Road Improvement, Houston, TX
- West Road Extension & Detention, Harris County
- North Sanitary Sewer Extension and Lift Stations and Sanitary Force Main, Lake Jackson, TX

RESUME



Brent Berthier, P.E.
Senior Project Manager

Role: Senior Project Manager
Education: Bachelor of Engineering, Civil Engineering, South Bank University and University of Westminster, 2001
Years with Firm: 2021
Project Commitment: 100%

Brent provides 20 years of vast engineering experience and skill. More specifically, his area of interest and expertise lies in wastewater treatment plant design and construction administration. Brent has successfully served as project design engineer, senior project manager and construction administration for many WWTP projects. These duties include planning, estimating, design, bidding, contract administration and construction administration for both municipalities and public projects.

PROJECT EXPERIENCE:

- Fort Bend County Municipal Utility District No. 3, Sanitary Sewer Lift Station and Force Main to serve 0.873 ac tract at FM 1464, Design, Permitting and Construction Management
- Grand Vista North Lift Station 1, 2, 3 and 4, Project Management
- Fort Bend MUD 30 Wastewater Treatment Facility No. 3 Phase 1, 0.30 MGD, Design, Permitting and Construction Management.
- East Montgomery County Municipal Utility District No. 3
  - Lift Station No. 3, Design, Permitting and Construction Management
  - Lift Station No. 4, Design, Permitting and Construction Management
- Tomball ISD-Cypress Rosehill Offsite Lift Station, Design and Project Management
- City of Houston FWSD No. 23 Wastewater Treatment Facility Rehabilitation Preliminary Engineering Report, Project Engineer
- Austin Water Utility, Linger Lane Lift Station, Design Engineer
- Harris County MUD 249 0.80 Wastewater Treatment Facility Rehabilitation, Project Designer and Construction Management
- Renn Road MUD 2.5 MGD Wastewater Treatment Facility Rehabilitation, Project Designer and Project Manager

RESUME



Israel Wong
Construction Manager

Role: Construction Manager
Education: ITT Technical Institute, 1997
Years with Firm: 2016-present
Project Commitment: 100%

Israel Wong has 14-years experience in construction management and design for various site development projects. His responsibilities have included design and construction management of water and sewer facilities, paving facilities drainage area maps, storm water plans and profile sheets, storm water pollution prevention plans, as well as traffic control plans. In addition, Israel has served as Construction Bond Manger for Houston ISD 2007 Bond Program, who oversaw four school sites.

PROJECT EXPERIENCE:

- City of Iowa Colony, City inspector for all infrastructure projects, Iowa Colony, TX
- City of La Marque, TX, City inspector for all infrastructure projects, Iowa Colony, TX
- Alvin ISD, Bob and Betty Nelson Elementary School, Onsite and Offsite Utilities, Alvin, TX
- Huffman ISD, Falcon Ridge Elementary School, Onsite and Offsite Utilities, Huffman, TX
- Magnolia ISD, Magnolia West High School, Storm Water Detention and Access road Improvements, Magnolia, TX
- Houston ISD, Butler & Barnett Stadium Synthetic Turf & Drainage System Installation, Houston, TX
- Houston ISD, Delmar Stadium Synthetic Turf & Drainage System Installation, Houston, TX
- Houston ISD, Ryan Middle School-Storm Water Detention and Parking Lot Expansion, Houston, TX
- Houston Community College, Alief Early College High School-New Campus, Houston, TX
- Houston ISD, Wainwright Elementary School Storm Water Detention and Parking Lot Expansion, Houston, TX
- Houston ISD, 2007 Bond Program Manager, Houston, TX

RESUME



Dale P. Dao
Senior Civil Designer/ Construction Manager

Role: Senior Civil Designer
Education: Instrumentation, Lamar Institute of Technology, 2005
Years with Firm: 2016-present
Project Commitment: 100%

Dale has over 12-years experience of the design of site and land development projects. These projects included paving design, road cross section and ditches, drainage/storm drain design and analysis, potable water and fire design, sanitary sewer, catch basins, as well as inlets and outlets. In addition, Dale has construction inspection experience with the City of Iowa Colony, City of La Marque as well as private development project.

PROJECT EXPERIENCE:

- Alvin ISD, Bob and Betty Nelson Elementary School, Onsite and Offsite Utilities, Alvin, TX
- Harris County, Provide initial and final design and obtain approval for TXDOT roadway expansion and traffic signalization for approximately 1300 LF of Wolf Road., Huffman, TX
- Huffman ISD, Falcon Ridge Elementary School, Onsite and Offsite Utilities, Huffman, TX
- Alvin ISD, Provide initial and final design and obtain approval for CR 185 widening and traffic signalization for approximately 1,000 LF., Alvin, TX
- Alvin ISD, Provide initial and final design and obtain approvals for 350 LF of pedestrian cross wings and traffic signalization of FM 1462, Alvin, TX.
- Magnolia ISD, Magnolia West High School, Storm Water Detention and Access road Improvements, Magnolia, TX
- Houston ISD, Butler & Barnett Stadium Synthetic Turf & Drainage System Installation, Houston, TX
- Houston ISD, Delmar Stadium Synthetic Turf & Drainage System Installation – Houston, TX
- Houston ISD, Ryan Middle School-Storm Water Detention and Parking Lot Expansion, Houston, TX
- Houston Community College, Alief Early College High School-New Campus, Houston, TX

RESUME



Erann Perez
Civil Designer

Role: Civil Designer
Education: Associates, Engineering Design Graphics Technology
North Harris Community College
Years with Firm: 2016-Present
Project Commitment: 100%

Erann has over 14-years experience of the design of site and land development projects. These projects included paving design, road cross section and ditches, drainage/storm drain design and analysis, sanitary sewer, and paving facilities. His responsibilities have also included SWPPP, GIS, architectural design, fire code and ADA compliance.

PROJECT EXPERIENCE

- Alvin ISD, Bob and Betty Nelson Elementary School, Onsite and Offsite Utilities, Alvin, TX
- Harris County, Provide initial and final design and obtain approval for TXDOT roadway expansion and traffic signalization for approximately 1300 LF of Wolf Road., Huffman, TX
- Huffman ISD, Falcon Ridge Elementary School, Onsite and Offsite Utilities, Huffman, TX
- Alvin ISD, Provide initial and final design and obtain approval for CR 185 widening and traffic signalization for approximately 1,000 LF., Alvin, TX
- Alvin ISD, Provide initial and final design and obtain approvals for 350 LF of pedestrian cross wings and traffic signalization of FM 1462. --- Alvin, TX.
- Magnolia ISD, Magnolia West High School, Storm Water Detention and Access road Improvements – Magnolia, TX
- Houston ISD, Butler & Barnett Stadium Synthetic Turf & Drainage System Installation – Houston, TX
- Houston ISD, Delmar Stadium Synthetic Turf & Drainage System Installation – Houston, TX
- Houston ISD, Ryan Middle School-Storm Water Detention and Parking Lot Expansion – Houston, TX
- Houston Community College, Alief Early College High School-New Campus – Houston, TX

V. REQUIRED DOCUMENTATION

ADICO, LLC.

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
079908584	**R7NFBBQ6JKK7**	**85QA5**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Dec 7, 2021**
Physical Address	Mailing Address	
211 E Parkwood AVE STE 209 **Friendswood, Texas 77546-5387** **United States**	**211 E Parkwood AVE STE 209** **Friendswood, Texas 77546-5387** **United States**	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Raymond L. Walters, Jr	
Angela Johnson Insurance Agency, Inc. 104 Melody Lane Friendswood TX 77546	PHONE (A/C, No, Ext): 2816482828	FAX (A/C, No):
	E-MAIL ADDRESS: broker@ajohnsonins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Ins Co Inc	10200
INSURED ADICO, LLC 2114 EL DORADO BLVD Ste 400 FRIENDSWOOD TX 77546-6505	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y					EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	N		UDC-1582364-EO-20	05/15/2020	05/15/2021	Each Claim - $2,000,000 Aggregate - $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raymond L. Walters, Jr

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ADICO, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ P.E.

Signature of vendor doing business with the governmental entity

11302021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-632705

Date Filed:
06/16/2020

Date Acknowledged:

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

Adico, LLC
Friendswood, TX United States

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

City of La Marque, TX

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

RFQ 20-02 Engineering Services
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HO, dinh	Friendswood, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

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

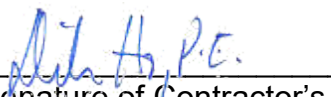
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, *ADICO, LLC*, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor’s Authorized Official

DINH HO, P.E.

Printed Name and Title of Contractor’s Authorized Official

11302021

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

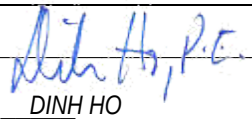
Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** *DINH HO* **Title:** *PRINCIPAL* **Telephone No.:** *832-895-1093* **Date:** *11302021*
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Exhibit C: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. FEMA, Inspectors General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), Texas Water Development Board (TWDB), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.	DHS Standard Terms and Conditions
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of HMGP/BRIC/FMA funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’ 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D) *Note: PA and HMGP do not require these clauses
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

17325 Park Row
Houston, TX 77084

Professional Services

Engineering Services – HMGP, BRIC, FMA

City of La Marque
City of La Marque
Kierra Nance, Deputy City Clerk
1111 Bayou Road
La Marque, Texas 77568

December 1, 2021







SUBMITTAL OF QUALIFICATIONS

Transmittal Letter

December 1, 2021

Wood Environment & Infrastructure Solutions, Inc.
17325 Park Row
Houston, Texas 77084
www.woodplc.com

City of La Marque
Kierra Nance, Deputy City Clerk
1111 Bayou Road
La Marque, Texas 77568

RE: Professional Services – Engineering Services – HMGP, BRIC, FMA

Dear Sir/Madam:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is proud to submit this response to the City of La Marque's (City) Request for Qualifications for professional engineering services to support pre-award and post-award Hazard Mitigation Assistance (HMA) funded projects. We believe our team of engineers and specialists have the qualifications, project understanding, and experience that makes us the right choice for providing the requested scope of services. The Wood Team provides deep capacity and technical experience/knowledge with more than 270 environmental and infrastructure staff located in our Central Gulf Coast Region (Texas, Kansas, Illinois, and Louisiana).

According to ENR, Wood is ranked #7 in the Top 500 Design Firms. Our extensive experience in Disaster Mitigation Act of 2000 (DMA), Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG) Programs, and the Community Rating System (CRS) has spread across 17 states within 7 FEMA regions, providing coverage for well over 2,200 jurisdictions. Our FEMA-approved Mitigation Plans provide eligibility for FEMA mitigation funds and include a mitigation strategy designed to make each community more disaster resilient and has ultimately led to countless mitigation designs. Wood has added additional local Texas experience by partnering with CivilTech Engineering, Inc., Hollaway Consulting, MPACT Strategic Consulting, and Fittz & Shipman, Inc. resulting in a **team with national expertise and resources with unmatched local knowledge.**

Wood is a leading environment and infrastructure, engineering, consulting and project management organization with over 160 years of experience. Our overall experience and responsibilities in performing similar scopes of services is a direct match with this contract because these services are part of our core business. In Texas, Wood is currently providing engineering and project management services funded by HMA for both Orange County and the GLO.

Wood is committed to providing the City of La Marque cost-effective, high-quality services with a focus on efficiently moving projects toward closure. We are excited for the opportunity to submit this response to the City of La Marque and can provide additional clarity of the Wood Team's experience and approach as needed to support successful execution of this program.

We look forward to working with the City of La Marque to build a more resilient community.

Respectfully Submitted,

Wood Environment & Infrastructure Solutions, Inc.

Tyler P. Jones
Vice President, Central Gulf Coast Region Manager

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Company History and Profile

Wood Environment & Infrastructure Solutions, Inc. (Wood) has been providing high-quality services to clients since 1946 (incorporated in the State of Nevada). Our roots in Texas go back over 70 years providing attentive services and dedication to customer needs. We have an established reputation as well as knowledge of concerns and constraints particular to the varying terrain we encounter in Texas. **Our local presence in Texas and the Gulf Coast region includes 270 scientists, engineers, and other technical support staff with offices in Houston, Corpus Christi, Austin, Dallas, El Paso, and Baton Rouge.** We are committed to continuing to provide quality, cost-effective solutions, and responsiveness. Our reputation for completing projects in a timely and technically accurate manner is excellent, and we have a proven track record of being flexible and able to incorporate changes throughout the course of any given project.

70+ Years in Texas

60+ Countries

40,000 Professionals

$9 Billion in Revenues

Our multi-discipline experts offer diversified services across the life cycle of our client's assets including environmental studies, permitting, and compliance; environmental remediation; public infrastructure services; geotechnical and materials; and engineering and construction. With access to technical experts across the United States (US), Canada, United Kingdom (UK), Europe, Australia, and Latin America, we are committed to providing solutions to improve our client's operations, reduce environmental liabilities, and increase efficiencies. From planning and design to construction, operations and restoration, we deliver solutions that reflect an understanding of your bigger picture.

#1
ENR Top 225 International Design Firms 2019

Extensive DMA, FMA, CDBG Programs, and CRS across 17 states within 7 FEMA regions, providing coverage for over 2,200 jurisdictions.

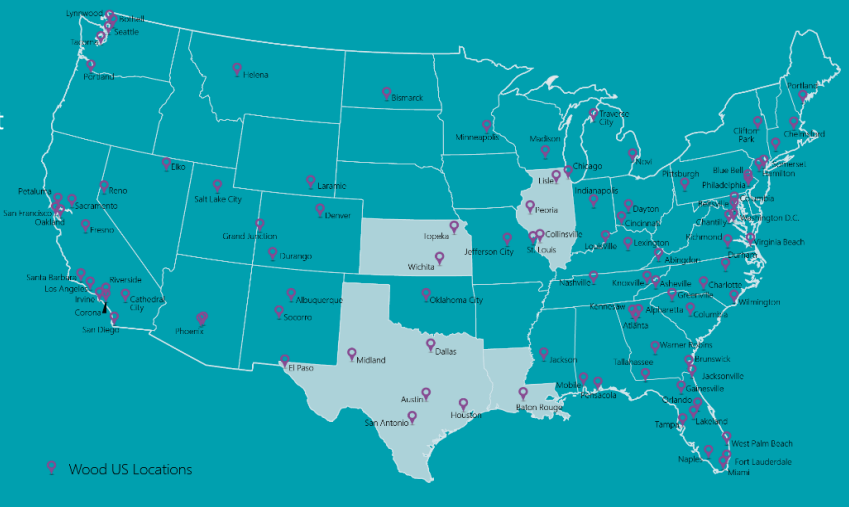
#7
ENR Top 500 Design Firms 2021

Central Gulf Coast

Tyler P. Jones
Vice President, Central Gulf Coast Region Manager
512.413.8368
tyler.p.jones@woodplc.com

Corporate Headquarters

1105 Lakewood Parkway, Suite 300
Alpharetta, Georgia 30009



Teaming Partners

The Wood Team includes an exclusive set of partners that bring additional local knowledge and support. Coupling the global and nationwide experience and capabilities of Wood with these local partners ensures that our clients and key stakeholders receive unparallel consulting services.

CivilTech Engineering, Inc. (CivilTech) has maintained a solid foundation in the industry by providing water resources engineering, structural engineering, transportation engineering, and construction services across Texas including for the Galveston County, Harris County Public Infrastructure Department, Harris County Flood Control District (HCFCD), US Army Corps of Engineers (USACE), Texas Department of Transportation (TxDOT), the City of Houston, and Federal Emergency Management Agency (FEMA). CivilTech will be play an integral role in civil engineering design as well as construction services as represented in their recent experience providing design services for Project Brays Control Structures and construction services for the Sam Houston Tollway.

Fittz & Shipman, Inc. (Fittz & Shipman) is a **Minority Business Enterprise (MBE) and Historically Underutilized Business (HUB) Certified business** that was founded in 1980 in Beaumont, Texas providing Civil Engineering, Structural Engineering, Land Surveying, and Construction Management Services throughout Southeast Texas, Houston, and East Texas. Their core practice as revolved around working with local governments, industry, school districts, colleges and universities, cities, counties, public water authorities, and local commercial businesses and will play an integral part performing a wide variety of civil engineering design and surveying services.

Hollaway Consulting Engineers, LLC (HCE) was established in January 2015 comprised of more than 30 years of professional experience in heavy highway construction, civil design and construction management. HCE is a **Certified Disadvantages Business Enterprise (DBE) and a State Certified HUB**. HCE focuses on providing construction administration, construction management and inspection services Texas. Ms. Hollaway currently employees 5 inspectors with combined heavy highway construction and inspection experience averaging more than 30 years. HCE also provides Quality Control and Constructability Review services, as well as developing and/or confirming Engineer's Opinions of Construction Cost for their Engineering clients. HCE has significant experience in Texas and will play an integral role in construction administrative and inspection.

Since its inception in 2007, **MPACT** has worked in the field of Emergency Management and Disaster Recovery and has become a premier consulting and advisory services firm, specializing in the development, implementation, and administration of disaster recovery programs for State and local government recipients and subrecipients of federal grant funding. MPACT is a **certified MBE, DBE, a State of Texas HUB, and a Federal Small Business Administration 8(a)** certified firm. MPACT is instrumental in providing FEMA and US Department of Housing and Urban Development (HUD) CDBG-Disaster Recovery (DR) grant management and disaster recovery assistance to all levels of government including federal, state, and local entities.

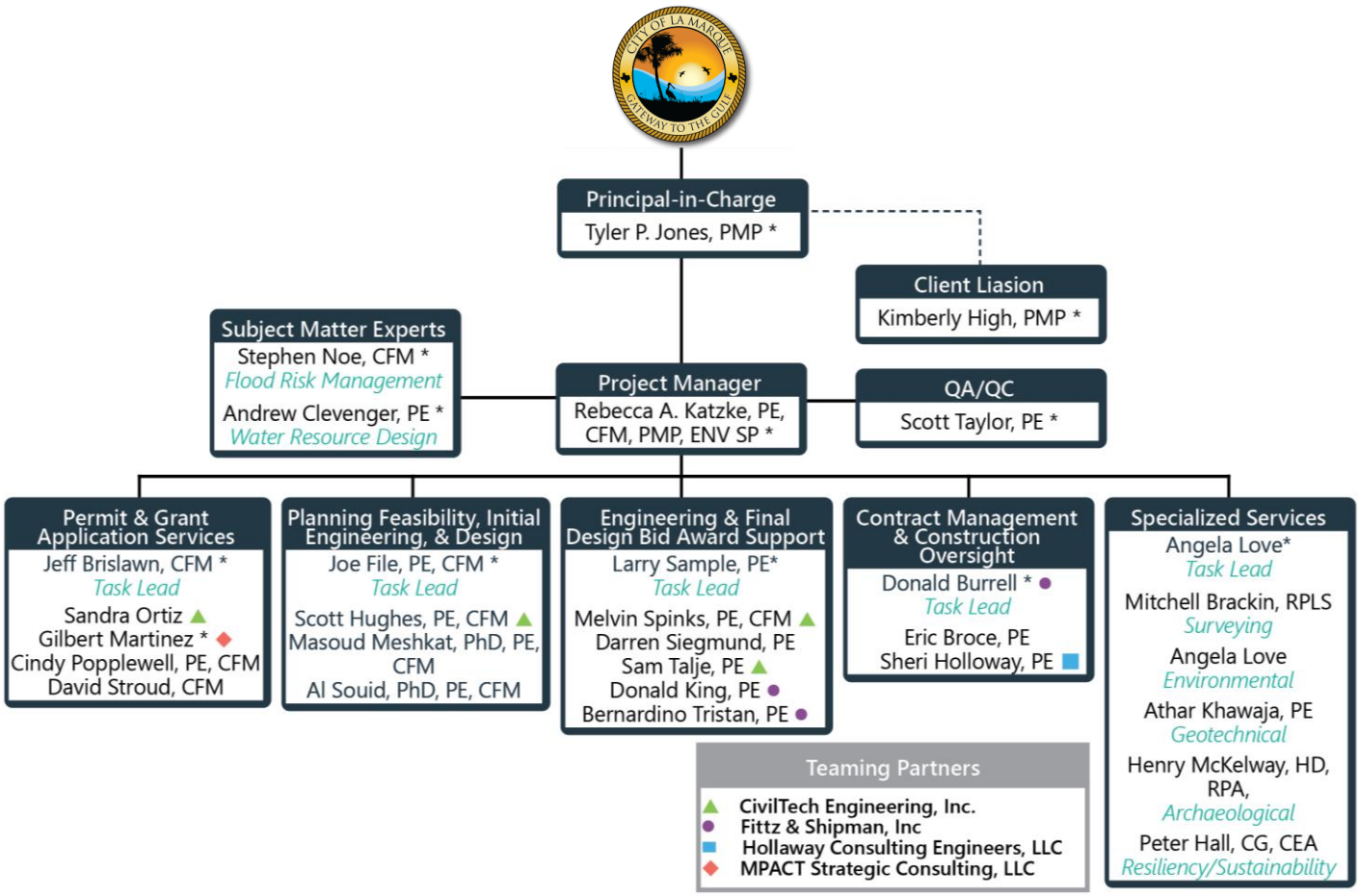
Project Team

Roles for key staff are summarized below and on key staff resumes on the following pages.

- **Leadership** – Principal-in-Charge, Tyler Jones and Client Liaison, Kimberly High, have the disaster recovery (FEMA and CDBG) experience under the Ike/Dolly and Harvey Housing and Infrastructure Program and the authority to provide guidance and resources to complete this project.
- **Strong Management** – Our Project Manager, Rebecca Katzke, PE, PMP, CFM, ENV SP has a strong background in hydraulic modeling and design in the Houston metro region.

- **Subject Management Experts (SMEs)** – The SMEs are recognized nationally within their fields and cover the two main technical categories which will drive the success of the project: Flood Risk Management and Water Resources Design. Their technical experience will guide the team toward best practices throughout the project.
- **Quality Assurance/Quality Control (QA/QC) Management** – Scott Taylor, PE has the varied water resource experience and QA/QC experience to lead the team through Woods proven QA/QC processes for the scope of services and associated deliverables.
- **Task Leads** – The proposed task leads are some of the best nationally for the services they provide. They have successfully led teams to produce these services across varied: topography, flooding sources, community size, and density of development. These professionals will guide and ensure their task staff produce consistent, accurate, and optimal results.

The organization chart (below) depicts Wood's key team members who will support the City of La Marque and its key stakeholders.



Team Service Capabilities

The following table highlights key service capability of team members.

Team Member | Role	Years of Experience	FEMA Funded Project Experience	Permitting & Grant Application Services	Planning, Feasibility, Initial Engineering & Design	Engineering & Final Design	Contract Management & Construction Oversight	Specialized Services
Tyler Jones | Principal-In-Charge	25	✓	✓	✓			
Kimberly High | Client Liaison	20	✓	✓	✓			✓
Rebecca Katzke, PE, PMP, CFM, ENV SP | Project Manager	19	✓		✓	✓	✓	✓
Scott Taylor, PE | QA/QC Lead	28		✓	✓	✓	✓	✓
Stephen Noe | Flood Risk Management SME	34	✓	✓	✓	✓		✓
Andrew Clevenger, PE | W.R. Design SME	24	✓	✓	✓	✓		✓
Jeff Brislawn, CFM | Permitting & Grant Application Lead	28		✓	✓			
Sandra Ortiz | Outreach Specialist (*CivilTech*)	15		✓				
Gilbert Martinez (MPACT)	20	✓	✓	✓			
Cindy Popplewell, PE, CFM | Permit Specialist	24		✓	✓	✓		✓
David Stroud, CFM | CRS Specialist	28	✓	✓	✓			
Joe File, PE, CFM | Planning, Feasibility, & Initial Engineering Lead	23	✓	✓	✓	✓		✓
Scott Hughes, PE, CFM | H&H Specialist (*CivilTech*)	11		✓	✓			
Masoud Meshkat, PhD, PE, CFM | Alternatives	25		✓	✓	✓		
Al Souid, PE, PhD, CFM | Coastal Specialist	21			✓	✓		
Larry Sample, PE, CFM | Design Lead	25		✓	✓	✓	✓	✓
Melvin Spinks, PE, CFM | Design Engineer (*CivilTech*)	30		✓	✓	✓	✓	
Darren Siegmund, PE | Design Engineer	5			✓	✓		
Sam Talje, PE | Value Engineering (*CivilTech*)	37		✓	✓	✓	✓	✓
Donald King, PE | Design Engineer (*Fittz & Shipman*)	35		✓	✓	✓	✓	✓
Bernardino Tristan, PE | Design Engineer (*Fittz & Shipman*)	15		✓	✓	✓	✓	✓
Donald Burrell | CM & CO Lead (*Fittz & Shipman*)	33					✓	
Eric Broce, PE | CM & CO Engineer	21		✓	✓	✓	✓	✓
Sheri Hollaway, PE | CM & CO Engineer (*HCE*)	35		✓	✓	✓	✓	✓
Angela Love | Specialty Lead/Environmental	21		✓	✓	✓	✓	✓
Mitchell Brackin, RPLS | Survey Lead (*Fittz & Shipman*)	40			✓	✓		✓
Athar Khawaja, PE | Geotechnical Lead	25			✓	✓	✓	✓
Henry McKelway, PhD, RPA | Archeology Lead	38		✓	✓			✓
Peter Hall, CG, CEA | Resiliency & Sustainability Lead	37	✓	✓	✓			✓

Resumes

Please refer to ***Appendix A*** for Key Personnel resumes.

Capacity to Perform

Successfully executing a dynamic range of potential projects requires a deep bench of highly qualified staff. Our size, strength, resources, expertise, and locations, provide us the capacity to complete work and adjust resources as project demands or client needs change. The table below depicts the number of technical personnel for the required disciplines of the Wood Team including our highly experienced local teaming partners.

The Wood Team		
Discipline	Total	Assigned to this project
Planner: Urban/Regional	29	2
Civil Engineer	245	8
Transportation Engineer	61	3
Water Resources Engineer	181	8
Structural Engineer	39	6
Mechanical Engineer	57	1
Electrical Engineer	25	1
Geotechnical Engineer	151	1
Architects	20	1
Environmental Engineer & Scientist	477	2
Geologist	314	1
Archaeologist	25	1
Construction Manager & Inspector	107	11
Technician/Analyst	648	2
GIS Specialist	90	5
CADD Technician	95	11
Other Speciality Professional Staff	93	5
Land Surveyor	53	7
Testing Laboratories	>10	2
Total Staff	**2,710**	**78**

Experience and Qualifications



Wood has supported clients in navigating multiple funding sources for grant funds and worked with federal and state agencies to streamline the funding process to deliver critical infrastructure and mitigation projects. Wood is currently supporting Federally funded projects for the **City of Houston, Orange County, TxDOT**, and **Texas General Land Office (GLO)**. We are providing inspection support for the **City of Houston's Homeowner Assistance Program**, in which the City is rehabilitating and/or reconstructing homes that were impacted by Hurricane Harvey. This program is funded through HUD under guidelines of CBDG-DR. We are supporting the City in their mission to re-build Texas. Wood is also **GLO's Project Manager for their CDBG-(Mitigation) MIT flood studies program** being executed from Southeast Texas to the Lower Rio Grande Valley. The objective of this Federally funded program is to assist counties and municipalities in determining cost-effective mitigation and abatement strategies that reduce the impact of flooding disasters and increase resiliency. The strategies include improvements in structural and nonstructural infrastructure, development of disaster mitigation coding and zoning practices, and development of improved disaster data communication. We are also under contract with **Orange County** to provide design and construction support for a bank stabilization project using **FEMA Hazard Mitigation Grant Program (HMGP)** funding. Outside of disaster recovery programs, Wood is providing **Owner Verification Testing for TxDOT** on a $1B roadway construction project (LBJ 635E) in Dallas, Texas. This project is supported by federal and state funding sources.

Throughout the US, we also hold various contracts with Federal agencies like **FEMA, US Department of Defense (USDOD), US Fish and Wildlife Service (USFWS), and others** to provide a variety of services including planning, Hydrology and Hydraulics (H&H) modeling, flood mapping, mitigation support, environmental, design and construction, and other engineering support. Wood has also participated in federally funded disaster recovery programs and projects (Hurricanes Katrina, Sandy, Ike, Dolly, Rita, and Harvey) since 2006 valued over $100 million. **FEMA funded HMGP, BRIC, and FMA programs** required knowledgeable technical assistance including policy and regulatory support and analysis, project management, program design and implementation, compliance monitoring, fiscal management, training, and vendor oversight and management. We have assisted and provided multiple states and local governments with project management, in-depth program analysis, trainings, technical assistance, policy and regulatory support, and analysis across multiple complex subject matter areas.

Wood's **unique experience, diverse capabilities, and in-house resources** allow us to provide multi-disciplined services to our clients under one roof. Not only do we have the extensive experience and local footprint for delivering these services, we are also able to draw upon our wide geographical reach to support our client's needs. As a result, we understand the importance of each organization's unique processes, successes, and challenges. Our engineering and design services include, but are not limited to, analysis, benefit cost analysis (BCA), H&H modeling, engineering design, preparation of plans and specifications, permitting, construction cost estimating, inspections, and operations and maintenance (O&M).

As summarized and demonstrated in projects listed below, Wood has extensive experience performing the scope of services including:

Pre-Award:

- Application preparation assistance
- Preliminary engineering studies
- Preliminary environmental and historical assessment
- Preliminary surveys
- Preliminary Scope of Work determination
- Preliminary Benefit Cost Analysis
- Preliminary design plans and specifications
- Preliminary budget analysis

Post-Award:

- Comprehensive Benefit Cost Analysis
- Comprehensive engineering studies
- Comprehensive environmental and historical assessment
- Final design plans and specifications
- Final budget
- Preparation of the bid packet and contract documents
- Conduct all field testing and inspections (interim and final)
- Other special services

We have a long history of delivering these services to municipal and federal agencies under prior and current on-call contracts. We have completed countless flood damage reduction engineering, H&H modeling and flood risk mapping, initial and final designs, QA/QC, inspections and construction projects in the last 25 years for well over 100 municipal and local governments. Our experience includes watershed management plans, conceptual and initial engineering studies, final engineering and design, as well as construction oversight for local, state, federal, and industrial clients across the US. We also provide local grant application support to final engineering design to bid/award support and construction management.

We have experience performing detailed cost-benefit analyses for Federal and state agencies. For the City of La Marque, we will modify our cost benefit analysis tool to accommodate the range of BCA needed for this funding source. The tool is database driven and therefore if model conditions change or alternative impacts change due to integrated alternative impacts, the BCA analysis can automatically be updated for all funding sources to batch the new database data. On past projects, we have used USACE's Hydrologic Engineering Center's Flood Damage Analysis (HEC-FDA) model to perform a risk-based analysis of damages for without- and with-project conditions. For further flood damage analysis, additional categories of damage were incorporated including lost revenue by businesses within the analysis area, damage to roads and railways, and damage to utilities.

We have a reputation for completing projects technically accurate and on schedule and within budget. We have a proven track record of being flexible and able to incorporate changes throughout the course of any given project. We have the administrative, technical, and financial resources to seamlessly and simultaneously handle client projects without issues. Our Central Gulf Coast and Texas offices have a staff of more than 270 professionals to serve you, including engineers, designers, planners, CADD technicians, environmental specialists, and construction management personnel. Wood has the depth and breadth to provide additional staff and expertise at a moment's notice due to our numerous offices worldwide. **An advantage to having Wood on your team is our depth of resources and wide range of capabilities.**

The following table provides just a small sample of the depth of project experience we have related specifically to this Request for Qualifications.

Experience and Qualifications Table

Team Example Projects	Federally Funded Construction	Public Works Construction	Scope of Services							
			H&H Studies	Benefit Cost Analysis	Permitting & Grant Management	Planning, Feasibility, Initial Engineering & Design	Engineering & Final Design Support	Bid & Award Support	Contract Management & Construction Oversight	Specialized Services
GLO Regional Flood Studies Engineering Oversight, TX			✓	✓		✓			✓	✓
Hazard Mitigation Grant Program Engineering Services, Orange County, TX	✓	✓	✓	✓		✓	✓			✓
City of Houston CDBG-DR Hurricane Harvey Inspections, Houston, TX	✓								✓	✓
Watershed Master Plan, Galveston County, TX			✓		✓	✓				
Vogel Creek Channel Improvement, Vogel Creek, TX		✓				✓	✓	✓		
Sam Houston Tollway Ship Channel Bridge, Houston, TX		✓			✓	✓	✓	✓	✓	✓
North Houston Highway Improvement (NHHIP) – Segment 2 & 3C Drainage Study, Houston, TX			✓		✓	✓				
Brays Control Structure, Houston, TX	✓	✓			✓	✓	✓	✓	✓	✓
Spring Shadows (North) Drainage & Paving Improvements, Houston, TX		✓				✓	✓	✓		
Southwest Illinois Levee Evaluation, Design and Certification, Madison, St. Clair, and Monroe Counties, IL		✓	✓		✓	✓	✓	✓	✓	✓
USACE Nashville District Wolf Creek Dam – Rehabilitation and Construction, Cumberland River, Jamestown, KY		✓	✓		✓	✓	✓	✓	✓	✓
Wichita Valley Levee Rehabilitation, Risk Analysis, Repairs and Design, Wichita, KS		✓	✓		✓	✓	✓	✓	✓	✓
Edgecombe County Hazard Mitigation Elevation Project, Edgecombe County, NC	✓				✓	✓	✓	✓	✓	✓
City of Durham Hazard Mitigation Grant Program Project Management, Durham, NC	✓				✓	✓	✓	✓	✓	✓
Hurricane Sandy Disaster Recovery, FEMA PA – Sandy Recovery Office (SRO), NY	✓				✓	✓				
Old Big Blue Beautification, Phase 5 & Multi-Use Trail, Manhattan, KS		✓	✓		✓	✓	✓	✓	✓	✓
Kansas RiskMAP Services, Statewide CTP Contractor			✓	✓	✓	✓				
Missouri RiskMAP Services, Statewide CTP Contractor			✓		✓	✓				
Comprehensive Services, Hills Borough County, FL	✓	✓			✓	✓	✓	✓	✓	✓
East Coast Protective Levee Technical Evaluation, SFWDM, FL		✓			✓	✓	✓	✓	✓	✓
E.B Forsythe National Wildlife Refuge Marsh Enhancement – Design/Build Restoration Services, Various Locations, NJ	✓				✓	✓	✓	✓	✓	✓

References

Consistent excellence is our goal, and we refuse to rest on simply "good enough." We recognize performance challenges can arise over the term of a contract. Therefore, Wood maintains a rigorous client feedback program and we make every effort to resolve issues and prevent future occurrence.

Contractor Performance Assessment Reporting System (CPARS) evaluations and Naval Facilities Engineering Command/USACE Past Performance Questionnaires (Form PPQ-0 [PPQ]) provide insight into our commitment to project performance. Wood takes performance goals very seriously. We conduct interim milestone reviews on all projects and meet regularly with our clients to ensure we not only understand expectations, but we meet and exceed them. We have received more than 500 CPARS ratings on government projects over the last few years. **Our performance goes beyond merely satisfactory, with the preponderance of ratings being Very Good or Exceptional. Wood has been "Recommended" on 100% of CPARS evaluations.**

The following table summarizes ratings for Wood project references. This type of performance is the reason clients turn to us time and again. They know they can count on us to deliver what they need, when they want it, and as they expect.

Summary of CPARS / PPQ ratings for Project References by Wood

Project	Quality	Schedule	Management	Cost
1. **Southwestern Illinois Levee Risk Analysis and Design, Madison, St. Clair, and Monroe Counties, Illinois (PPQ)**	E	E	E	E
2. **USACE Nashville District Wolf Creek Dam – Rehabilitation and Construction, Cumberland River, Jamestown, Kentucky (PPQ)**	VG, S	VG, S	VG, S	S
3. **Wichita Valley Levee Rehabilitation, Risk Analysis, Repairs, and Design, Wichita, KS (PPQ)**	E, VG	VG	E, VG	E, VG

E= Exceptional; VG= Very Good; S=Satisfactory

The following key projects and references provide examples of the depth of experience from the Wood Team.

1	State of New Mexico Mitigation Technical Assistance	
Project Owner:	**Reference:**	**Costs:**
State of New Mexico	Wendy Blackwell, CFM | 505.231.8517 | wendy.blackwell@state.nm.us	Consulting Fee: $253K

Project Description:

The State of New Mexico was impacted by four federal disaster declaration between 2012 and 2014 (DR- 4199, DR-4197, DR-4148, DR-4079), resulting in the availability of more FEMA HMGP funding than the state had ever experienced. Since 2017, Wood has been providing technical assistance to the State of New Mexico Department of Homeland Security and Emergency Management (DHSEM) in the implementation of their statewide hazard mitigation program. Wood's assistance is ensuring the state has a comprehensive and compliant mitigation program that successful builds resiliency by ensuring that federally funded hazard mitigation projects are built according to grant scopes' of work and within the allowable funding. Assistance covers the following components: review, analysis and technical assistance of sub-grant and grant applications. The contract initially had a one-year term with option to renew each year for three additional years, which the state has opted to do so through March of 2021.

Major Accomplishments

- ✓ Oversight of Sub-grant Agreements and Grants.
- ✓ Review local and/or tribal draft Mitigation Plans on behalf of the State.
- ✓ Assist with the State Natural Hazard Mitigation Plan update.
- ✓ Preparation and dissemination of grant availability notification letters
- ✓ Review, analysis and recommendations for state-wide program tracking, reporting, program policy and improvements.
- ✓ Provide 'Introduction to Mitigation Program in New Mexico' and 'Benefit Cost Analysis' training
- ✓ Providing back-fill capacity to DHSEM staff during times of post-disaster recovery as needed.

We are proud to say we have helped with the implementation and oversight of the first 10 HMGP and Pre-Disaster Mitigation (PDM) funded projects in the state. Many of these are complex flood mitigation projects, including phased projects for drainage improvements as well as arroyo erosion control projects. Since this contract began, we have completed most support tasks in 2 weeks or less by leveraging national and locally-based office staff and subcontractors as needed. Under the contract, Wood is also providing engineering reviews of documents, designs, and site inspection services related to the implementation of FEMA HMGP sub-grantee awards. Our engineering staff in the Wood Albuquerque office have completed 50% and 100% site inspections, providing reports signed by registered New Mexico engineers that document that the project was constructed according to the grant's specifications. Wood also set up a project file sharing site that was used to track monthly deliverables and transfer large engineering documents for review.

Wood has provided reviews of local and tribal hazard mitigation plans on behalf of the state. This includes reviewing the plan against the FEMA Plan Review Tool to ensure each plan complies with the planning requirements of the Disaster Mitigation Act of 2000. Wood provides recommendations to communities to correct deficiencies so that the plan will pass FEMA review and provides guidance on technical assistance calls with State DHSEM and local staff. Wood also provided guidance on improvements to tools used by DHSEM to track the status of local mitigation plans.

The Wood team was able to successfully support DHSEM in the 2018 update of the State of New Mexico Hazard Mitigation Plan. Wood, working with subconsultants under the contract, was able to provide technical assistance on the Hazard Identification and Risk Assessment update, including mapping and GIS support. The Wood team also provided support in the update of the capability assessment and mitigation strategy, working in tandem with DHSEM and the State Hazard Mitigation Team. The plan received accolades from FEMA Region VI as being a model plan for the Region.

2	Southwestern Illinois Levee Risk Analysis and Design	
Project Owner:	**Reference:**	**Costs:**
Southwestern Illinois Flood Prevention District Council (SWILFPDC)	Chuck Etwert | 618.343.9120 | cetwert@floodpreventiondistrict.org	Design: Construction: Construction Management:

Project Description:

Wood provided professional services for this flood risk management project, which included evaluation, design, and construction management of 65 miles of levee and floodwall along the left descending bank of the Mississippi River in southwestern Illinois. The earthen levee ranges from approximately 20 to 25 feet in height and protect approximately 174,000 square miles of land in 3 counties, 156,000 residents, 4,000 businesses, and more than 55,000 jobs. While the National Flood Insurance Program (NFIP) provides insurance for a flood having a 1% chance of being equaled or exceeded in any given year (the "base flood"), the levees that protect the American Bottoms were constructed to protect against a markedly greater flood. The levee systems are congressionally-authorized to protect against a flood measuring 52 feet on the Mississippi River at the St. Louis gage.

The SWIL levee systems were on the verge of being de-accredited as part of the FEMA map modernization program. To maintain FEMA accreditation, Wood evaluated the structural integrity of the SWIL levee system, including levees, floodwalls, pump stations, relief wells, and gravity drains.

Levee Safety Engineering Services for Large, High-Hazard Potential Levee Projects, which included:

Levee Screenings. Assessment and inspection of existing flood risk management system of USACE-owned and non-USACE-owned levees/structures.

Site Characterization Studies. Geotechnical, geophysical, and geologic investigations to validate the design recommendations from the initial investigation phase.

Engineering Evaluations. Seepage and stability analysis of the levee embankments for the 100-year flood event using steady-state analyses per USACE guidance for slope stability analyses, seepage analyses, and levee design (EM 1110-2-1913, EM1110-2-1902, and ETL 1110-2-569) and under seepage performance and control analysis using USACE methodology defined by Army TM 3-430 and TM 3-424.

Analyses in support of hydrologic (inflow design flood). Conducted interior drainage analysis and evaluation of rainfall severity and distribution data, evaluated base flood elevation from flooding sources (creeks, canals, and rivers) using HEC-RAS, and completed an interior flooding analysis using PCSWMM.

Major Accomplishments

- ✓ Coordination among multiple agencies with many stakeholders
- ✓ Analyses in the highly variable Mississippi River alluvial stratigraphy
- ✓ Challenging study areas included well-developed areas, industry, and Superfund sites
- ✓ Proposed and successfully accomplished a program of testing
- ✓ Evaluating existing infrastructure (toe drain, relief wells) to meet the need for under seepage controls, resulting in less capital expenditure for construction of new controls
- ✓ Geophysical screening survey of the levees to identify potential unknown penetrations and anomalies, reducing the overall need for traditional explorations
- ✓ Design optimization and value engineering of major design components between the 60% and 90% design phases, to identify and modify design solutions
- ✓ Design and construction management services for improvements



Relief Well Conveyance System Construction

Preliminary designs. Completed 30%, 60% and 100% designs. Designs modified throughout the design process, using soil borings, relief well pumping tests, meetings, additional design criteria, as-built information provided by USACE, comments from USACE on design submittals, or additional analyses results.

Value engineering and constructability reviews. Conducted design optimization and value engineering of major design components between the 60% and 90% design phases, to identify and modify design solutions.

Quantitative Risk Analyses for Large, High-Hazard Potential Levee Projects

Provided support in the QRAs for the East St. Louis, Illinois and the Wood River Flood Protection Projects and in the semi-quantitative risk assessment (SQRA) for the Prairie du Pont and Fish Lake Flood Protection Project and assisted USACE during the potential failure mode analysis (PFMA) to identify and evaluate risks.

Support Roles for Levee Safety Program Activities

Expertise in program and project management. Collaborated with stakeholders and regulatory agencies, including USACE, maintained project schedules (MS Project), and conducted regular status meetings with SWILFPDC.

Construction management. Prepared bid packages that included new relief wells, seepage berms and clay caps/ blankets, a 1,600-linear-foot soil (LF)-bentonite slurry cutoff wall (~40-foot average depth), a 2,000-LF cement-bentonite panel cutoff wall (~130-foot average depth), more than 20,000 LF of relief well collection system piping (12-inch to 42-inch diameter), interior drainage structures (weirs, sluice gates, and spillways), and 7 pump stations.

Project controls (cost and schedule). Responsible for budget, schedule, quality, and safety for evaluation, design, and construction management providing oversight for $75M in 100-year levee improvements.

Meeting and technical facilitation and collaboration, consensus building, conflict resolution, and collaborative decision making. Process included collaboration among multiple agencies with many stakeholders.

Other Engineering, Architectural, and Planning Services

Electrical / mechanical design and analysis. Structural analysis and design. Mechanical, electrical, structural, geotechnical, and civil aspects were incorporated into the final design of the 7 new pump stations (4 to 38 million gallons per day).



Cement-Bentonite Panel Cutoff Wall Construction

Civil work. Designed erosion protection, levee crest roadways over new pump station force mains and temporary roadways for construction.

Environmental. Wood addressed all environmental aspects of the new pump stations, berms, relief wells, and cutoff walls were also addressed by Wood, including substantial coordination with Illinois Environmental Protection Agency (EPA).

Other planning services. Included hazardous, toxic, radiological waste investigations and analysis; National Environmental Protection Agency (NEPA) documentation, formulation, and evaluation; and surveying and mapping; permit development and coordination. Wood provided fast-tracked wetlands assessment, coordination, and permitting, cultural resource surveys, Clean Water Act Section 401/404 permitting, Rivers and Harbors Act Section 10 permitting, IDNR permitting, 33 United States Code Section 408 permission requests, and wetland mitigation services.

3	**USACE Nashville District Wolf Creek Dam – Rehabilitation and Construction, Cumberland River, Jamestown, KY**	
Project Owner:	**Reference:**	**Cost:**
United States Army Corps of Engineers Nashville District	Fabio Santillan | 785.410.6831 | fsantillan@treviicos.com	Engineering/Design: $6.4M Construction: $700M

Project Description:

Due to ongoing concerns related to internal seepage and piping, Wolf Creek Dam (Lake Cumberland) (258 feet high) was listed as one of the five highest risk dams in the nation and emergency actions were initiated to control risks until a new, deep cut-off could be constructed. Wood provided geologic and geotechnical engineering input to design mitigation measures to improve structural support and mitigate subsurface seepage and piping.

Since beginning work at Wolf Creek Dam in 2002 through 2014, Wood provided services directly and indirectly to the USACE Nashville District, the Gannett Flemming/ACT JV, and the Treviicos-Solentanche JV before and during construction.

Major Accomplishments

- ✓ Continuous involvement from 2002 to 2014
- ✓ Served on Board of Consultants Review
- ✓ First use of rotosonic drilling techniques by the USACE Nashville District
- ✓ Provided support in preparation of the major dam rehabilitation report
- ✓ Processing and management of large GIS database.

The remediation project won several regional and national awards such as: Great Lakes and Ohio River Division 2013, Engineering Excellence Award, USACE Innovation of the Year Award 2103, Deep Foundations Institute Outstanding Project Award 2013, and the Association of State Dam Safety Officials Project of the year Award 2013.

Specialized Experience and Technical Competence

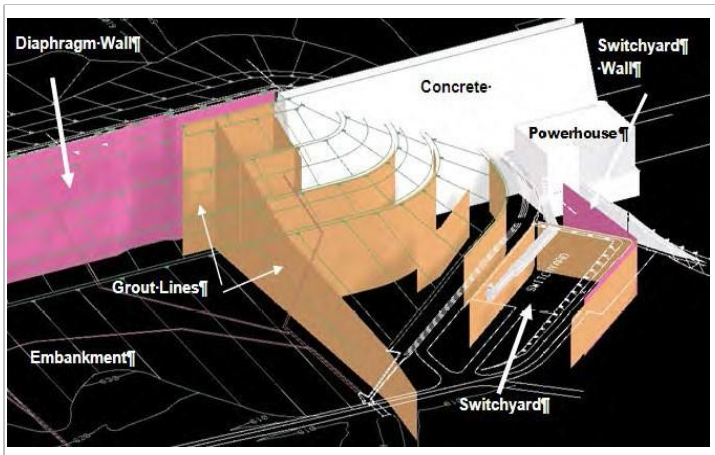
Levee Safety Engineering Services for Large, High-Hazard Potential Levee Projects

Site characterization studies. Provided assessment services, which included:

- Catalogued historical facility records into an electronic database
- Analyzed over 1,000 drilling logs to identify bedrock weakness (spins, fractures, cavities, etc.)
- Explored embankment soils and underlying bedrock using resonant sonic and conventional (rotary) drilling techniques along the dam's upstream face
- Performed rock mechanics testing, soil mechanics testing, standard penetration testing (American Society for Testing and Materials [ASTM] D 1586), and bedrock coring.
- Provided vertical and horizontal survey control for boring locations

Soil testing was performed in Wood's USACE-validated geotechnical laboratory and included Atterberg limits tests, natural moisture determinations, various types of triaxial compression tests, horizontal and vertical permeability tests, unit weight determinations, and gradations. Rock mechanics tests included Cerchar abrasivity, punch penetration, direct shear, Brazilian tensile strength, unconfined compressive strength, petrographic evaluation, and x-ray diffraction.

Engineering evaluations. Wood performed a detailed stability analysis on the downstream portion of the embankment in the vicinity of an area that showed historically high piezometric levels, to determine sensitivity of the embankment stability to elevated piezometric levels. Analyses were performed using Slope/W and Seep/W by GEO-Slope International Ltd.

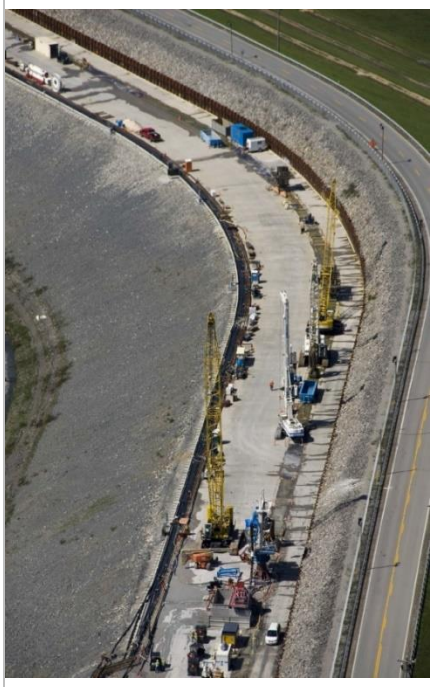


3D Visualization
Provided to Assist District with Funding from Headquarters

Wood reviewed historical records such as piezometer data, pool level data, tail water elevations, rainfall amounts, weir measurements, etc., to identify data trends. Construction data was also used.

Data were converted to digital format for insertion into a GIS database and used to generated 3-D models for analysis. A 3-D steady state seepage analysis of the earth embankment was performed using the geometry, soil profile, and soil engineering properties.

We provided geologic and geotechnical engineering input to design mitigation measures to improve structural support and mitigate subsurface seepage and piping, evaluated stability issues for excavations to foundation level, provided design input to install a secant cut-off wall to control underseepage, supported conceptual design of a roller-compacted concrete (RCC) replacement dam, and provided on-call QA geotechnical laboratory testing.



Cutoff Wall Construction

Wood also provided SMEs and technical review on risk-related studies and evaluations under the dam and levee safety programs.

Other SME technical review of dam or levee safety program products or processes involving:

Construction Support. Provided field support to assist in soil and bedrock logging to support initial foundation grouting operations as a step to minimize seepage and improve subsurface conditions during barrier wall construction. Wood also provided engineering support during construction, including quality control and field personnel, and developed the environmental protection plan (EPP) , which included SWPPP, SPCC, various work plans, construction drawings, and various permits. Wood collaborated with the USACE Nashville District to manage historical and ongoing data associated with grouting efforts at Wolf Creek Dam in construction of an interactive 3-D web-based model.

In our client's words....

In our efforts to complete a critical Major Rehabilitation Report, Wood was tasked with researching, organizing and analyzing voluminous amount of date on Wolf Creek Dam. On short notice and with a very tight schedule, this team provided an excellent, concise and clear presentation of their findings. This included some fairly complex 3-D finite element seepage modeling and 3-D visualization modeling of the data. I wanted to thank the Wood team for the instrumental role they played. Their professionalism, expertise and responsiveness reflect well on your firm.

~Michael F. Zoccola, Chief, Geotechnical Branch

4	Wichita Valley Levee Rehabilitation, Risk Analysis, Repairs, and Design, Wichita, KS	
Project Owner:	**Reference:**	**Costs:**
City of Wichita and Sedgwick County	Scott Lindebak | 316.660.1754 | scott.lindebak@sedgwick.gov	Accreditation & Design: $2.3M Construction: $5.1M

Project Description:

Wood performed detailed analyses of more than 97 miles of levees protecting Wichita and Sedgwick County from flooding. This levee systems in the nation and is within the USACE Tulsa District. The majority of the system contains levees and floodwalls with heights of 15 feet or greater. Wood identified several deficiencies that required rehabilitation to become compliant with USACE requirements.

Wood coordinated a memorandum of understanding (MOU) between the owner and the USACE Tulsa District, establishing the District as a valuable partner throughout execution of this comprehensive evaluation. The District completed an update of the Arkansas River hydrology under this MOU and provided independent technical review for portions of the hydrologic, hydraulic and geotechnical analyses as well as review of the updates to the O&M manual. The $980K light detection and ranging (LiDAR) investment and $1.1M invested in updating H&H for freeboard analysis were coupled to provide cash match for CTP funding. The countywide update studies resulted in an additional $2M invested by FEMA for updating analysis and mapping.

Major Accomplishments

- ✓ Coordinated among multiple agencies with many stakeholders
- ✓ Developed asset improvement prioritization for owner, beginning with "worst first" rehabilitation
- ✓ Guided owner on roadmap to certification, ultimately including rehabilitation design and construction. Levee system is currently accredited
- ✓ Performed geotechnical exploration for nearly 100-mile-long network of levees and managed data via geodatabases in GIS platforms
- ✓ Tested and evaluated existing infrastructure (toe drain, relief wells) to meet the need for underseepage controls, resulting in less capital expenditure for construction of new controls

Specialized Experience and Technical Competence

Dam and Levee Safety Engineering Services for Large, High-Hazard Potential Levee Projects

Site characterization studies. Performed geotechnical assessment included exploration at more than 300 locations using a combination of traditional soil borings with standard penetration tests along with cone penetrometer test (CPT) soundings that measured pore pressures, shear wave velocities, and soil resistivities. Laboratory soil testing included index and engineering property testing such as moisture contents, Atterberg limits, grains size analyses, and consolidated-drained triaxial shear strength tests and data were stored and managed in a geodatabase that would allow for viewed in GIS platforms.



"As-Is LiDAR Scannina

In-place condition assessment of toe drains was performed using a combination of smoke testing and video camera surveys. Wood's in-house team of electrical and mechanical engineers performed pump station evaluations for seven stations, electrical system evaluations, and Megger tests.

Engineering evaluations. Hydrologic and hydraulic engineering studies were completed for more than 100 miles of river/stream channels and 80 interior drainage areas. River hydrology was modeled using a combination of gage

analysis and rainfall-runoff modeling using HEC-HMS. Interior drainage hydrology was modeled using XPSWMM and PCSWMM software, and joint probability analysis was applied to assess the base flood event.

Geotechnical engineering included quantitative analyses to evaluate seepage and stability characteristics of the levee at varying flood elevations using GeoStudio's Slope/W and Seep/W software and incorporating transient seepage to determine hydraulic exit gradients. Levee embankment protection was also evaluated for the levee system using HEC-GeoRAS model outputs.

Levee screenings. Performed a detailed review of the existing data and conducted periodic inspections with USAS as part of the certification process. *This project was one of the first Provisionally Accredited Levee (PAL) systems in the country.*



Diversion Structure

Preliminary and final designs. Provided 60%, 90%, and final design packages and cost estimates for the following rehabilitation projects:

- Design and reconstruction of two levee embankment sections to address damage from deep erosion and / or animal burrows
- Design and construction of embankment protection and streambank stabilization to armor against erosion
- Design and reconstruction of two levee tie-back sections
- Design of concrete rehabilitation for three diversion structures
- Evaluation and design of toe drains rehabilitation/replacement
- Design of a new interior drainage structure

During construction, the owner provided construction management and inspection services, and Wood coordinated with the owner ensuring adherence to certification requirements.

5	Ralston Acres Drainage Improvements, Harris County, TX (*CivilTech*)	
Project Owner:	**Reference:**	**Costs:**
Harris County Engineering Department	Nate Wilson, PE | 713.274.3589	Engineering: $471K Construction: ~$2.4M

Project Description:



CivilTech was contracted by the Harris County Engineering Department (HCED) to prepare plans, specifications and estimates for the design of storm drainage improvements for the Ralston Acres Subdivision located in northeast Harris County. The project included drainage improvements for approx. 3.5 miles of neighborhood streets. This project is part of the Harris County Hurricane Harvey 2018 Bond Program using HUD's CDBG funds.

The Study Phase activities included a Geotechnical Investigation, Environmental Site Assessment, Topographic Survey, Utility Coordination, field reconnaissance to identify potential conflicts, and special issues. The proposed drainage improvements consisted of retrofitting the existing drainage system to convey the 1% AEP event without structural flooding, adding cross-drainage culverts to better convey flow to the outfall at HCFCD Channel Unit No. P115-00-00, enclosing a portion of the roadside ditch system along Nodding Pines Lane, reconstructing roadside ditch outfalls to the channels, and designing detention basins for HCFCD Channel P117-00- 00 and P115-00-00 for mitigation of the improvements. Another component of the project was to replace all existing driveways. Residential driveways width and location needed to match existing when feasible and meet minimum a 12-foot width requirement. Driveways would be concrete or asphalt (to meet existing conditions) up to the right-of-way line to comply with HCED criteria for driveways and/or culverts on County easements and right of way. Commercial drive- way width and location would also match existing conditions when feasible and follow HCED criteria for the construction of commercial driveways.

CivilTech's performance plan for this project included a design approach that identified cost-effective drainage solutions for HCED in order to address existing drainage concerns. CivilTech assembled a Design Study Report during the initial design phase that detailed the project location, a statement of system deficiencies, summary of principal findings from the evaluation of alternatives and cost estimates. Additionally, the report presented findings for the Final Design activity. A drainage analysis report was prepared to identify potential options for providing drainage improvements to the proposed project. The recommendations were presented in a Technical Report for Ralston Acres Subdivision. After coordination with HCED, the study recommended providing 100-year level of service. The Drainage Impact Analysis determined the impacts associated with the proposed drainage improvements, and presented the existing site conditions, drainage patterns and existing drainage infrastructure, proposed project impacts, proposed drainage feature, and mitigation measures. The findings were summarized and provided in a signed and sealed Drainage Impact Analysis Report that was reviewed and approved by HCFCD.

Additionally, CivilTech's team contract included final design, advertising, and bidding the project. The bid phase included issuing final approve design drawings, contract documents, cost estimates and bidding-related documents. CivilTech was contracted to attend pre-bid conferences, prepare and issue addendums, respond to contractor questions, review bids submitted, prepare bid tabulation, and provide a recommendation to award the contract. LF of Roadside Ditch Improvements: 36,960 LF of Culvert Improvements (18 to 36 inch): 9,882LF

6	Tall Pines Subdivision Drainage Improvements, Harris County, TX (*CivilTech*)	
Project Owner:	**Reference:**	**Costs:**
Harris County Engineering Department	Brennan Cook, PE | 713.274.3624	Engineering: $369K Construction: ~$820K

Project Description:



CivilTech was contracted by HCED to prepare plans, specifications and estimates for the design of storm drainage improvements for the Tall Pines Subdivision located in northwest Harris County. The project included drainage improvements of approx. 1.5 miles of neighborhood streets along Pine Drive from Grant Road to HCFCD Channel K154-00-00 in the Cy- press Creek Watershed. The proposed project scope included a drainage analysis and design of drainage improvements for several streets within the neighborhood. This project is part of the Harris County Hurricane Harvey 2018 Bond Program using HUD's CDBG funds.

The Study Phase activities included a Geotechnical Investigation, Environmental Site Assessment, Topographic Survey, Utility Coordination, field reconnaissance to identify potential conflicts, and special issues. The proposed drainage improvements consisted of desilting and upgrading the roadside drainage ditches and replacing of culverts throughout the entire subdivision to keep water surface elevation below the top of ditch for the design frequency up to and including 50% AEP storm event.

Another component of the project was to replace all existing driveways. Residential driveway's width and location needed to match existing when feasible and meet a minimum 12- foot width requirement. Driveways would be concrete or asphalt (to meet existing conditions) up to the right-of-way line and would comply with HCED criteria for driveways and/or culverts on County easements and right-of-way. CivilTech's performance plan for this project included a design approach that identified cost-effective drainage solutions for HCED in order to address existing drainage concerns. The area is a large lot residential development.

CivilTech assembled a Design Study Report during the initial design phase that detailed the project location, a statement of system deficiencies, summary of principal findings from the evaluation of alternatives and cost estimates. Additionally, the report presented findings for the Final Design activity. A drainage analysis report was prepared to identify potential options for providing drainage improvements for the proposed project. The recommendations were presented in a Technical Report for Tall Pines Subdivision. The Drainage Impact Analysis determined the impacts associated with the proposed drainage improvements, and presented the existing site conditions, drainage patterns and existing drainage infrastructure, proposed project impacts, proposed drainage feature, and mitigation measures. The findings were summarized and provided in a signed and sealed Drainage Impact Analysis Report that was reviewed and approved by HCFCD.

Additionally, CivilTech's contract included final design, advertising, and bidding the project. The bid phase included issuing final approve design drawings, contract documents, cost estimates and bidding-related documents. CivilTech was contracted to attend pre-bid conferences, prepare and issue addendums, respond to contractor questions, review bids submitted, prepare bid tabulation, and provide a recommendation to award the contract. LF of Roadside Ditch Improvements: 14,554 LF of Culvert Replacement (12-36 Inch): 3092 LF

7	Bolivar Peninsula Culvert Outfalls, Galveston, TX (*CivilTech*)	
Project Owner:	**Reference:**	**Costs:**
Galveston County	Michael Shannon, PE | 409.770.5453	Professional Services: $184K Construction: $3.2M

Project Description:



CivilTech performed professional engineering services as required for disaster recovery projects in the County of Galveston, Texas as authorized by GLO. The project restored culverts and outfall ditches at various locations along the Bolivar Peninsula from damages that occurred from Hurricane Ike.

The project was financed with HUD CDBG-DR Funding through the GLO and it was necessary to follow the requirements of the Uniform Relocation Act (URA).

As part of the services performed, CivilTech was responsible for carrying out all acquisitions of needed real property, easements, and rights-of-way in compliance with the Uniform Relocation Assistance and real Property Acquisitions Policies Act of 1970 and HUD implementing regulations.

CivilTech was responsible for all design, review, approval, permitting, construction oversight, warranty and close out requirements for the project.

The scope of services includes:

- Project Management
- Structural Design
- Hydrologic and Hydraulic Modeling
- Construction Specifications
- Bidding and Construction Phase Services

CivilTech is familiar with the T-RecS accounting system that designers and sponsors utilize for GLO funded Projects. Navigating the complex accounting system requires dedicated personnel of whom we have several in-house as a result of working on the Bolivar project. The project spanned 6 years due to ROW acquisitions and during that time CivilTech maintained drawings and construction documents, keeping records of changing conditions ranging from drainage improvements made by adjacent property owners to damage caused by several extreme events. Estimating the construction cost of the project had to take into account delays of time sensitive materials such as concrete and cement stabilized sand, summertime traffic delays at the ferry crossing to Bolivar Island and as much as a two-hour one-way trip from Houston to perform timely inspections. The project is currently nearing completion.

After the project is complete it will help alleviate drainage issues affecting existing channels, ditches, sloughs, culverts, outfall structures and other facilities across the County.

Appendix A:
Key Staff Resumes

Tyler P. Jones, PMP

Principal-In-Charge

Years of Experience
25

Education
- MS, Geochemistry, Temple University
- BS, Environmental Geology, Millsaps College

Area of Expertise
- Program Management
- Operations Management
- Client Relations

Professional Summary

Mr. Jones is a Senior Vice President and Central Gulf Coast Region Manager for Wood Environment & Infrastructure and will serve as Wood's Principal-in-Charge for this contract. In this role, he will be responsible for providing the necessary resources to complete assigned projects on-time and to the satisfaction of the GLO. Mr. Jones has more than 25 years of environmental, water resource, and HUD CDBG-DR consulting experience performing a wide range of duties with increasing responsibilities including program management, client account management, staff management and marketing/business development. Mr. Jones has Ike/Dolly and recent Harvey HUD CDBG-DR experience with GLO providing resources to complete assigned Housing/Infrastructure projects on time and to the satisfaction of the GLO.

Mr. Jones has successfully served State of Texas clients as Programs Manager and Project Director on numerous Disaster Recovery and Environmental programs and projects. Previously in this capacity, he provided operations leadership to include staff management and contractor management on projects and programs valued at hundreds of millions of dollars in Texas CDBG-DR (Harvey and Ike/Dike recovery programs) and environmental projects for the States of Texas and Louisiana. Under his operations leadership and direction, the team of professionals successfully implemented a multitude of CDBG-DR and environmental programs and provided services including; program administration, environmental assessments, technical guidance/support, construction, design and oversight, hazard mitigation, community planning/outreach, comprehensive mitigation services, inspection and risk assessments.

Project Experience

Texas General Land Office (GLO), CDBG Disaster Recovery Programs (Harvey and Ike/Dike Recovery Programs)
Operations Manager Principal-in-Charge directed the team in providing all staffing and subcontractor oversight activities for the GLO programs. The results yielded thousands of environmental reviews/assessments and over 13,000 construction projects for housing and infrastructure.

GOHSEP Shelter at Home FEMA Program, State of Louisiana
Operations Manager and Principal-in-Charge led the team in successfully executing all staffing and subcontractor activities, including activities associated with applicant eligibility and processing, inspections and construction. Under his program direction, his team processed over 20,000 applicants for the program, 15,000 initial inspections and oversaw the completion of over 10,000 homes for the program.

South East Texas Regional Planning Commission (SETRPC), FEMA Emergency Disaster Recovery Program
Operations Manager and Principal-in-Charge provided oversight of activities related to damage assessments, plans for rehabilitation or replacement, and oversight of construction activities for MHUs and RVs. Under his program direction, his team processed over 1,500 applicants for the program, 15,000 initial/final inspections and oversaw the installation of over 1,500 MHUs/RVs for the program.

Rebecca A. Katzke, PE, CFM, PMP, ENV SP

Project Manager

Years of Experience
19

Education

- M.Eng, Civil Engineering, Texas A&M University
- BS, Biological Systems Engineering, Texas A&M University

Professional Registrations

- Professional Engineer: TX #106262
- Professional Engineer, Three Additional States
- Certified Floodplain Manager (CFM), Texas #1774-09N
- National Council of Examiners for Engineering and Surveying (NCEES), #52695
- TxDOT Precertified, ESN 19765
- Envision Sustainability Professional (ENV SP)

Software

- HEC-1
- HEC-2
- HEC-RAS
- ArcGIS
- HEC-GeoRAS
- EPA-SWMM
- XP-SWMM
- DHI MikeNET
- EPA-NET
- AutoCAD
- MicroStation
- GEOPAK (Drainage)
- HouStorm
- WinStorm
- Google Earth

Professional Summary

Ms. Katzke has 19 years of experience in civil engineering with an emphasis in hydraulics and hydrologic modeling, analysis, planning, permitting, and design. Her experience includes watershed studies; FEMA flood hazard mapping; environmental permitting; infrastructure planning and design; impact studies for roadways, bridges, commercial development, and residential development; water and sanitary sewer studies; as well as project management for design and environmental permitting projects.

Project Experience

Hazard Mitigation Grant Program Engineering Services, Orange County, TX. Project Manager and technical lead. HMGP funded project to determine the feasibility of improvements to Four Oaks Ranch Road to reduce flooding and bank erosion adjacent to the Nueces River. The project includes a preliminary engineering study, BCA assistance, and full construction documents.

Regional Flood Studies Engineering Oversite, Texas General Land Office, TX. Three regionalized studies, based on Texas' major river basins, that are evaluating mitigation and abatement strategies to reduce disaster impacts and increase community resiliency. The studies consider structural and nonstructural infrastructure improvements, coding and zoning practices, and regional communication and control as each relates to flood control. Wood is the project manager over the $100M program on behalf of GLO. Rebecca serves as a subject matter expert on the project.

MAAPnext Phase 1 - White Oak Bayou Watershed, Harris County, TX. Project includes development of hydrologic (HEC-HMS) models for the 110 mi2 watershed and 1D/2D coupled hydraulic models (HEC-RAS) for 81.7 miles of channel. The modeling effort reflects increased NOAA Atlas 14 rainfall depths, new LiDAR, and updated land use datasets. The project will result in new floodplain maps and other flood risk products for the watershed. Rebecca served as a quality control reviewer.

County-wide Level of Service Analysis, Harris County, TX. Project Manager and technical team lead for level of service analysis for all HCFCD-owned channels within Harris County. The analysis developed 1D steady state HEC-RAS models for 2503 stream miles throughout the County. Models will be used to determine the level of service for each stream reach. Results are to be coordinated with the larger consultant team to determine ROW and detention needs for a 100-year level of service. Additional tasks included development of a structure survey capture plan, field structure survey, CAP file updates, and memorandum of findings.

Buffalo Bayou Trails Impact Analysis, Houston, TX. Preparation of a hydrology and hydraulic impact analysis for the Buildings and Commerce Green and Elysian Viaduct Segments of the Buffalo Bayou Downtown Trail-East project. The trail project will extend the existing south bayou trail from the existing Allen's Landing wharf at Fannin Street east to the existing MKT/Heights Hike and Bike Trail north of the CenterPoint property. Both the Building and Commerce sections are located along Buffalo Bayou (W100-00-00) in downtown Houston. Impact analyses were submitted for review and approval to both the City of Houston and the Harris County Flood Control District. Ms. Katzke serviced as project manager.

Westheimer Road Paving and Drainage Improvements, Upper Kirby Redevelopment Authority, Houston, TX. Drainage project manager and design engineer for the paving, drainage, and utility duct improvements of Westheimer Road from Buffalo Speedway to Kirby Drive. This project included pavement and drainage reconstruction of a four-lane roadway and storm sewer improvements on three adjacent side

streets, as well as extension addition of electrical and telecommunication utility ducts. Existing and proposed public and private infrastructure made drainage coordination and conflict detection an essential component of this project. In addition to coordinating the drainage design of the project, designed the storm sewer improvements for the side streets, and prepared and documented the drainage impact analysis for the entire project.

Kimberly High, PMP

Client Liaison

Years of Experience
20

Education
- University of Texas at Austin

Area of Expertise
- Program/Project Management
- Client Relations

Professional Summary

Kimberly High is the Senior Associate Branch Manager for the Austin, Texas office at Wood and will serve as Wood's Client Liaison for this program. In this role, she will provide oversight to the project team to ensure that the program is operating within the HUD CDBG guidelines mandated by the GLO. Ms. High has extensive experience in program and project management, operations and staff management, business development, environmental compliance, disaster recovery (FEMA and CDBG-DR), National Environmental Policy Act (NEPA), and Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) remediation.

Ms. High has managed various State-lead environmental programs that totaled $55M and Federally funded (FEMA and HUD CDBG) disaster recovery programs totaling nearly $70M. She has a thorough understanding of various State contracts/policies and their funding mechanisms and has effectively corroborated with state, federal, and local leadership to identify opportunities to efficiently maximize use of available contract funding. Ms. High has a reputation for completing project and program milestones on time and under budget and has a strong focus on optimization and utilization of staff resources across the US to better serve clients. **In 2019, the GLO presented Ms. High with a special recognition coin for her care and commitment to the Harvey Housing Assistance Program.**

Project Experience

Program/Project Manager, Multiple $15M to $27M Federally Funded Disaster Recovery Programs
Responsible for contract administration and overall management of scope, schedule, budget, quality, and safety. Maintains a complete and effective project team and ensures compliance with the contract and programmatic requirements. Highly focused on quality and client relations. Projects include:

- Texas General Land Office Community Development Block Grant – Disaster Recovery (CDBG-DR) Housing Implementation for two regions – South East Texas Region ($27M) and Houston/Galveston Area Council West/Lower Colorado Region ($26M)

  Assisted GLO with implementation of the Homeowner Assistance Program (HAP). Team was responsible for development of planning documents (including but not limited to, regional needs assessment, standard operating procedures, marketing and outreach plan, and updated regional housing guidelines), and performing environmental reviews, damage assessments, construction management, progress inspections, and program closeout.

- South East Texas Regional Planning Commission (SETRPC) Hurricane Harvey Emergency Housing Assistance Program ($15M)

  Provided program management services, including case management, inspection services, and contract closeout for a FEMA Temporary Housing Assistance Program.

Program Manager, Various State-lead environmental programs (Superfund, Dry Cleaner, and Petroleum Storage Tank programs) that have totaled approximately $55M.
Responsible for the overall management of project resources, profitability, budget, and schedules including timely response to work orders and work order negotiations. Tracked and reported the overall program progress, schedule, and budget ensuring contract and project compliance. Responsibilities also include overseeing a team of project managers, reviewing all deliverables for quality control and contract compliance, and ensuring timely and correct invoicing for all contract projects.

Stephen Noe, CFM

Subject Matter Expert: Flood Risk Management

Years of Experience
34

Education

- BS, Agricultural Engineering, University of Kentucky
- 27 Additional hours of Water Resource Related Course Work

Professional Registrations

- Certified Floodplain Manager, US

Areas of Expertise

- Water Resource Engineer
- Hydraulic Design
- Flood Risk Management

Professional Summary

Mr. Noe has over 34 years of experience on a wide range of water resource and hydraulic design projects that encompass watershed management/master plans, storm water regulatory compliance, hydraulic/scour analysis, secondary drainage studies/designs and risks analysis. In his role as Subject Matter Expert, he will provide the team with industry leading tools/techniques in Flood Risk Management to meet the requirements of the project. Stephen initiated and directed the company's:

- FEMA Levee Certification Program 30 systems nationally
- FEMA Risk MAP Program - 17 states 275,000 miles of stream models, and personally over 600 public meetings.
- H & H Analysis Process Improvements – Tools for modeling parameter development, automated QC reports/graphics, analytics results and visual tools for stakeholder communications.
- Active group participant in process of FEMA transition from 1D to 2D within a statutory 1D regulatory program.

Project Experience

Program Manager for statewide implementation of the Map Modernization and then the Risk MAP program

- Developed rolling **5-year** business plans that has positioned Missouri to be **100% map maintenance** in 2022 with detailed flood risk defined for all communities with NFIP flood risk.
- Provided leadership and technical guidance to assist Missouri's transition to **100% 2D** flood risk data development starting in 2016 and realized in 2018.
- Directed the **"Front Porch"** conversation Missouri **Outreach Web Portal** that has received State and FEMA Best Practice Awards.
- Developed presentation templates, mentored others and lead the implementation through execution of over 1000 FEMA public meetings.

Additionally, Mr. Noe provided Direction and/or Managed these processes in AL, AR, CO, KS, KY, MD, NC, WV and various large cities.

North Carolina Dept. of Transportation, I-40/I-95 Flood Resilience Feasibility Study, Statewide, NC
Project Director - Resiliency Feasibility study for Interstates 40 & 95 in North Carolina in response to Hurricanes Matthew in 2016 and Florence in 2018 which shut down large sections of both highways for days due to flooding, causing some cities and towns to be completely isolated for days.

Levee Certification of the Wichita Valley Center Local Flood Control Project
Project Manager Evaluation and certification of approximately 100 miles of levee system to determine compliance with FEMA's Section 65.10 criteria. Unsteady and 2D modeling, data mining from "as built", Historical Flooding Documentary, Floor Risk Reduction Alternatives and FEMA Flood Risk Data Updates.

FEMA Region VII Mitigation Technical Assistance, Resilience on Command (ROC) Program
Project Manager for initialization of ROC program in Kansas and Missouri. The Program provide opportunities for flood risk alternative analysis with Risk MAP projects to identify, quantify and recommend funding sources for areas of needed flood risk reductions. Implemented for 11 counites across both states including buyouts, channel/structure conveyance improvements, detention and flood protection control systems.

Andrew Clevenger, PE

Subject Matter Expert: Water Resources Design

Years of Experience
24

Education

- MS, Environmental Engineering, University of Tennessee, 1995
- BS, Civil Engineering, University of Tennessee, 1993

Professional Registrations

- Professional Engineering, TN #105302

Areas of Expertise

- Flood Protection & Recovery
- Stormwater Management
- Water Resources & Design
- Water/Wastewater Conveyance & Treatment

Professional Summary

Mr. Clevenger is the Water Sector Lead within Strategy and Development for Wood. As a Water Service Line Leader, he is charged with ensuring that our water resources design experience is made available to our clients by connecting our professional talent across the company. His area of focus includes flood protection and recovery, stormwater management, water resources, and water/wastewater conveyance & treatment. He has extensive expertise in executing water resources projects for government, private, and commercial clients ranging from single bridge replacement permitting to rehabilitation design for flood control dams and levees. He's served as senior hydraulic engineer for independent external peer reviews on several USACE flood control projects. He has performed numerous hydrologic and hydraulic analysis and design projects for federal, state, municipal, and commercial clients. He has ample experience working with FEMA to gain approval for projects effecting regulatory floodplain and floodway mapping, including county-wide Risk MAP projects. Recent work history includes dam safety, levee risk assessments, hydraulic and hydrologic modeling, unsteady flow and continuous simulation modeling, urban stormwater management, stormwater financing studies, hydraulic analysis and design, river engineering, alternative analysis, nuclear flood risk evaluations, and empirical scour analysis.

Project Experience

Western Illinois Levee Risk Analysis & Design, Madison, St.
Led hydrologic risk and safety analyses of the high hazard levee rehabilitation. Established inflow design floods, design flood heights, determined freeboard, and investigated embankment protection deficiencies and improvements. Directed team conducting interior drainage analyses throughout the entire 86-mile levee/floodwall system, including numerous existing and proposed pump stations (PC-SWMM). Designs reviewed and approved by USACE Memphis, Tulsa, and St. Paul Districts and the RMC.

Hydrology Engineer, Wichita Valley Center Flood Control - Rehab, Risk Analysis, Repairs & Design, Wichita, KS.
Led levee safety and risk H&H evaluations of approximately 96 miles of high-hazard levee system to determine compliance with FEMA's Section 65.10 criteria. Reviewed completed riverine hydraulic probability modeling to support hydrologic risk evaluation using steady and unsteady state HEC-RAS models based on floodplain characteristics. Reviewed the XP-SWMM and PCSWMM models of the interior drainage hydrology. Joint probability analysis applied to internal drainage locations to assess 100-year flood event. Assured compliance with USACE EM1110-2-1413 guidelines and with USACE Tulsa District procedures.

Hydrology Engineer, USDA-NRCS, Dam Safety Assessments, Design, Dam Peer Review, and Construction, AL, TN, and MS.
Implemented and directed dam safety inspections, assessments, and design tasks at 14 dams in AL. Included dam breach analyses and inundation mapping (HEC-RAS, FLO-2D, new hydrology, hydraulics and flood routing, and an alternatives analysis and cost estimate for rehabilitation. Conducted risk assessments of 41 dams in TN and MS that involved overseeing dam breach analyses and inundation mapping (HEC-HMS, SITES, DAMBRK, HEC–RAS, FLO–2D), new hydrology for inflow design flood comparisons, hydraulic analysis and flood routing, and an alternatives analysis and cost estimate for rehabilitation. Reviewed risk indexes, including quantitative review, for each of these dams based on the likelihood of failure and assessed downstream impacts should a dam failure occur.

Robert “Scott” Taylor, PE

QA/QC

Years of Experience
28

Education

- MS, Civil Engineering, Memphis State University, 1992
- BS, Civil Engineering, Memphis State University, 1991
- BS, Physical Science, Freed Hardeman University, 1990

Professional Registrations

- Professional Engineer: TX #84384
- Professional Engineer in Seven Additional States

Areas of Expertise

- Water Resource Engineer

Professional Summary

Mr. Taylor has over 28 years of experience as a water resources engineer and project manager. He is involved with a variety of projects, including engineering design, environmental studies, hydraulic and hydrologic modelling and regulatory compliance. He has worked with several cities, states, military installations, and commercial clients in the analysis and implementation of their storm water programs. He has also been involved with the development of stormwater control manuals and policies, detention pond design, bridge replacement studies, roadway drainage design, BMP design, hydraulic empirical scour studies, and the development of storm water pollution prevention, spill response, and storm water management plans. He has worked closely with both municipal and military clients in the development of their Phase I and Phase II permits. Mr. Taylor has developed storm water policy for entire military, municipal, and other government agencies.

Mr. Taylor has worked with several cities and counties on stormwater masterplans, stream stabilization projects, designs, BMP manuals, stormwater regulations, regulatory compliance, capital improvement planning, and grading plan review. He possesses a strong modeling background, which aids in his management of several stormwater masterplans. These masterplans resulted in the revision of FEMA flood maps and formed the foundations for capital improvements needed to alleviate flood conditions. He has been involved with stream stabilization projects and water quality designs. Mr. Taylor has also assisted several municipalities in the preparation of their Phase II permits which are required by State law. He has headed up a team of professionals charged with review of grading plans for construction in several locations. His experience in land design and familiarity with hydrologic and hydraulic studies helps provide him with the necessary tools to review plans effectively. He has also assisted several communities in the development of detailed BMP manuals, stormwater manuals and regulations, and design manuals.

Project Experience

Mississippi Soil & Water Conservation Commission - Rocky Carter Levee Planning and Environmental Assessment, Yazoo River.

Project Manager responsible for development of Environmental Assessment and exploration of Yazoo River Levee alignment options and the impacts of headwater and tailwater flooding, wetlands, cultural resources, and public perception/coordination. The Yazoo River is influenced heavily by the Mississippi River backwater levels and subjects local cropland/homes to frequent inundation. Scott is responsible for production of complex hydrologic and hydraulic models (HEC-HMS, HEC-RAS 1d and 2d) involving multiple upstream dams and relief canals with tricky tailwater influences. Visualized Risk for levee alignments to satiate environmental assessment reporting and stakeholder engagements. Preliminary design including geotechnical analysis of the levee is the final component of this project.

NRCS - South Delta Watershed Improvements, Yazoo City, MS.

Project Manager for a team of engineers in the development of alternatives and Environmental Assessment geared toward the reduction of perpetually flooded farm fields and the reduction of sediment loss from these fields. A 2D PCSWMM model was set up to evaluate 5 ditch systems with the goal of optimization of crossings, cross-section size, and the development of small off-line detention areas to capture sediment. The project involved extensive permitting and coordination with the USACE Vicksburg District, USFW, Mississippi Soil and Water Conservation Commission, NRCS and other stakeholders.

Jeffrey Brislawn, CFM

Task Lead: Permit and Grant Application Services

Years of Experience
28

Education

- MS, Geology, Engineering/Environmental Specialization, 1992
- BS, Geology, Ohio University, 1987

Professional Registrations

- Certified Floodplain Manager, US

Areas of Expertise

- Geology
- Permitting
- Grant Application Services

Professional Summary

Mr. Brislawn is the Hazard Mitigation Lead/Sr. Associate in Wood's Hazard Mitigation and Emergency Management Program and has over 23 years of experience in Emergency Management, GIS and mitigation planning work for state and federal governments, as well as technical assistance to local governments. Jeff has been the project manager on several Disaster Mitigation Act (DMA) compliant local and state hazard mitigation plans, as well as provided GIS-based risk analysis in support of many others. Jeff is also experienced in leading local and state energy assurance planning efforts. Jeff is experienced with Federal Emergency Management Agency (FEMA) mitigation grant programs and has assisted local and state governments with the development of technically feasible, cost effective and environmentally sound mitigation project applications. Jeff is an experienced user of FEMA's benefit cost analysis software modules and HAZUS, FEMA's multi-hazard loss estimation software. Jeff has provided GIS and natural hazards mitigation technical assistance to the FEMA Mitigation Division during times of disaster, travelled to disaster areas, written reports, trained staff, and been involved in community outreach. Jeff's academic experience in engineering/environmental geology provides a strong earth sciences background to his work in natural hazards risk assessments and GIS. Jeff is a Certified Floodplain Manager and Wood Certified Project Manager.

Project Experience

Division of Homeland Security and Emergency Management Hazard Mitigation Grant Program Technical Assistance, State of Colorado, CO

Responsible for coordination of a large team during the development of 100 FEMA HMGP applications, primarily within a two-month period. Directed project leads to help more than 40 communities in the development of successful acquisition, flood control, wildfire, and other mitigation projects, including scope of work, budget, and NEPA compliance aspects. Incorporated CDBG-DR funding as match where applicable. Also provided technical assistance with Benefit Cost Analysis, project scoping and eGrants for the FY 2015 PDM/FMA grant cycle.

PDM Grant Application Assistance to Local Governments, State of Missouri

Provided hands-on technical assistance to FEMA PDM-05 grant applicants in Missouri. Conducted workshop to assist with project descriptions, cost-benefit analysis, and E-grants.

Roads and Water System Disaster Recovery

Ensured project was set up with separate phases in Wood's project management system to track project effort associated with three FEMA Public Assistance Program (PA) Project Worksheets in accordance with the 406 grant program requirements. Participated in and documented coordination meetings with FEMA PA officials, the Town, and Wood engineers to discuss progress on various FEMA Project Worksheets associated with repairs and upgrades to the Town's road and water system infrastructure which was heavily damaged in the 2013 floods.

GILBERT MARTINEZ

SENIOR ENVIRONMENTAL COMPLIANCE SPECIALIST

MPACT STRATEGIC CONSULTING



Expertise

- NEPA Compliance
- Interagency Consultations & Coordination
- Program Development & Management
- Risk Averse Forecasting
- Subcontractor Oversight

Education

- Human Services Coursework
  St. Edwards University

Certifications

- Certified Floodplain Manager (CFM)
  Assoc. of State Floodplain Managers

MR. MARTINEZ possesses over 19 years of experiences as a qualified program management and emergency management professional, with extensive experience in disaster recovery grant program administration, such as the HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) and FEMA Individual Assistance (IA) and Public Assistance (PA) grant programs. In particular, he has significant experience conducting and overseeing environmental reviews of HUD and FEMA grant applications to ensure compliance with applicable regulatory requirements. Mr. Martinez has years of experience coordinating interagency environmental compliance reviews for housing, infrastructure and economic development projects, including in-depth knowledge and expertise with the laws and Executive Orders listed below and the corresponding regulations and policies implementing them.

- ✓ National Environmental Policy Act
- ✓ Coastal Zone Management Act
- ✓ Endangered Species Act
- ✓ Clean Air Act
- ✓ Clean Water Act
- ✓ EO 11514: Protection and Enhancement of Env. Quality
- ✓ EO 12898: Environmental Justice
- ✓ National Historic Preservation Act (Section 106)
- ✓ Archaeological & Hist. Preservation Act
- ✓ Solid Waste Disposal Act
- ✓ Safe Drinking Water Act
- ✓ Coastal Barrier Resources Act
- ✓ EO 11988: Evaluations of Flood Hazards in Floodplains
- ✓ EO 11593: Identification & Protection of Historic Properties

Relevant Projects

North Carolina Office of Recovery and Resiliency (NCORR) – ReBUILD NC – Hurricanes Matthew & Florence || HUD CDBG-DR: Housing and Infrastructure Programs

Mr. Martinez serves as the Lead Environmental Advisor to the State of North Carolina responsible for ensuring federal grant-funded restoration projects related to Hurricanes Matthew and Florence comply with all applicable environmental laws and regulatory requirements. Specifically, Gilbert provides oversight, guidance and technical assistance for: grant application reviews; coordinates National Environmental Policy Act (NEPA) review activities (e.g., environmental assessments, impact studies, etc.); and coordinates interagency consultations, if required. Additionally, Mr. Martinez serves as a subject matter expert for State staff, joint-stakeholders, and contractors/consultants.

Texas General Land Office (GLO) – Hurricane Harvey || FEMA PA: Partial Repair and Essential Power for Sheltering (PREPS) Program

Mr. Martinez served as a Senior Level Analyst for the PREPS program. He was responsible for reviewing grant applications to ensure compliance with NEPA and regulatory requirements per 44 Code of Federal Regulations (CFR) Part 13, and he provided recommendations regarding necessary measures to satisfy and/or minimize the adverse impacts to compliance requirements as well as placed conditions on grants to ensure environmental compliance.

Texas General Land Office (GLO) – Hurricanes Ike and Dolly || HUD CDBG-DR

Mr. Martinez was responsible for managing HUD Part 58 environmental compliance requirements for Hurricanes Ike and Dolly, including Bastrop Wildfires, Long-Term Disaster Recovery Projects. His primary duties included such activities as: (1) providing environmental oversight of state-contracted environmental consulting firms, service providers, and State staff; (2) serving as a subject matter expert for environmental regulations interpretation; and (3) facilitating interagency consultations with Councils of Government (COGs), units of local government, nonprofit and for-profit organizations, as well as other Federal agencies. Mr. Martinez also routinely identified training needs, developed training materials, and conducted training for both internal staff and external stakeholders.

Texas Department of Housing & Community Affairs (TDHCA) || HUD CDBG-DR

Mr. Martinez served as an Environmental Specialist with the TDHCA where he was responsible for consulting with Councils of Government (COGs), nonprofit and for-profit organizations, as well as other federal, state and local entities to coordinate environmental compliance reviews of federally-funded housing, infrastructure and economic development projects. Gilbert monitored Section 106 environmental reviews for regulatory compliance, and reviewed environmental project descriptions, classifications, and support documentation to determine whether environmental compliance requirements were met / satisfied for HUD funded activities. He also maintained Master Environmental Review Records for multiple program contracts and ensures quality assurance is met.

Employment History

MPACT Strategic Consulting, LLC | Environmental Compliance Specialist **2015 – Present**
Houston, TX

Texas General Land Office | Senior Environmental Advisor III **2011 – 2015**
Austin, TX

Texas Department of Housing and Community Affairs | Environmental Specialist III **2008 – 2011**
Austin, TX

Joe File, PE, CFM

Task Leader: Planning, Feasibility, Initial Engineering, & Design Lead

Years of Experience
23

Education

- BS, Civil Engineering, Secondary Major, Natural Resources and Environmental Sciences, Kansas State University

Professional Registrations

- Professional Engineer, KS, OK, MO, NE, IA
- Certified Floodplain Manager

Areas of Expertise

- Water Resources
- Dams & Levees
- Complex Hydrologic and Hydraulic Engineering

Professional Summary

Mr. File has over 23 years of experience as a water resources, dam and levee engineer. He has managed complex hydrologic and hydraulic engineering projects for a variety of clients including the States of Kansas and Missouri, FEMA, NRCS, and a variety of Cities, Counties, Watershed Districts, Levee Districts and Drainage Districts. In addition, he has been Engineer of Record on a variety of water resources engineering & design projects including levee certification, hydraulic and hydrologic modelling, dam design and construction, dam breach inundation mapping, emergency action planning, unsteady flow modelling, urban stormwater management and design, dam and levee feasibility studies, and land development and design. Mr. File has served as Project Manager on over 20 FEMA levee certification projects in the States of Kansas and Missouri. He served as the technical advisor, project engineer and in one case Drainage Commissioner for multiple Watershed, Drainage and Levee Districts in Kansas who are responsible for the operation and maintenance of flood control dams and levees.

Project Experience

Stormwater Management Master Plan, Junction City, KS
Project Manager for the development of a comprehensive stormwater management master plan for the City of Junction City. The project consisted of a regulatory review of the City's NPDES permit and Ordinances, Stormwater Inventory, Comprehensive Stormwater System Modeling, CIP development, City Operations & Maintenance Program Review, and Stormwater Rate Study. As part of this project, Wood (f/k/a AMEC) developed a recommended Stormwater Program for the City and developed a recommendation for a funding strategy through the use of a stormwater utility. PC-SWMM was used to model the City's stormwater system, to assess the existing capacity of the system and the associated flooding areas. This modeling was the basis for the development of the Capital Improvement Program.

Downtown East & West Basin Watershed Study for the City of Manhattan, KS
Project Manager for the completion of a watershed study and the development of CIP's for the downtown watersheds in Manhattan, KS. The project consisted of creating a comprehensive stormwater model for the watersheds, and multi-frequency events for existing conditions. The model was calibrated to a 2015 significant flooding event that occurred within the watershed. Upon completion, Wood coordinated closely with the City to identify problem areas and develop alternatives for solutions. These alternatives were modeled, and 14 CIPs were ultimately developed and recommended as a result of the study, including cost estimates and recommended sequencing.

Southeast 29th Street Drainage Study and Design, City of Topeka, KS
QA/QC for the engineering study and design of a Pipe Replacement Project along a tributary of Butcher Creek at 29th Street in southeast Topeka. Project includes a hydrologic and hydraulic study to develop design alternatives to replace a structurally deficient culvert and alleviate flooding issues upstream of 29th St on Butcher Creek. The project also converts an enclosed culvert to an "Open" drainage swale concept with environmentally friendly "Riffles and Pools". The Project Team also explored funding for the project through the USACE "Fee-in-Lieu of" program whereby efforts were made to re-establish and protect floodplain areas and natural drainage patterns and processes.

Larry Sample, PE

Task Leader: Engineering & Final Design Bid Award Support

Years of Experience
25

Education

- MS, Biological/Agricultural Engineering, Kansas State University
- BS, Agricultural Engineering, Kansas State University

Professional Registrations

- Professional Engineering, TX #109388
- Professional Engineer, Five Additional States

Areas of Expertise

- Dam, Levee, and Municipal Stormwater Analysis & Design
- Dam Safety
- Stormwater Analysis

Professional Summary

Mr. Sample has extensive experience as a water resources engineer with a focus on dam, levee, and municipal stormwater analysis and design. Mr. Sample has been involved with a variety of projects including hydrologic and hydraulic floodplain/watershed modelling, dam breach analysis, levee certification and design, waste containment system design, watershed planning projects, and stormwater analysis and design. He has managed federal, state, and private sector projects ranging in value from $30K to $2.9M and has been a Program Manager and Assistant Program manager on four federal contracts (>= $10M). In recent years, Mr. Sample has been involved with 15 levee certification projects (which have included rehabilitation designs), over 400 dam assessment/breach/rehabilitation projects, and 10 municipal stormwater analysis/design projects.

Project Experience

Western Illinois Levee Risk Analysis & Design, Madison, St.
Led hydrologic risk and safety analyses of the high hazard levee rehabilitation. Established inflow design floods, design flood heights, determined freeboard, and investigated embankment protection deficiencies and improvements. Directed team conducting interior drainage analyses throughout the entire 86-mile levee/floodwall system, including numerous existing and proposed pump stations (PC-SWMM). Designs reviewed and approved by USACE Memphis, Tulsa, and St. Paul Districts and the RMC.

NRCS – Design Review of Williams Creek Watershed FRS Site 3 Rehabilitation, Gillespie County, TX
Coordinated and led a technical review of the Williams Creek Watershed Site 3 rehabilitation design. Responsible for overall draft and final submittal of design review. Coordinated a multi-office, multi-discipline team of dam safety experts for the review for conformance with NRCS and State of Texas dam safety requirements. The draft review was submitted in less than 21 days and was found by NRCS to be sufficient for Final submission.

Tulsa DD12 SWIF, Levee Dist. 12, 100 Drainage Structures, Tulsa, OK
Pipe Inspection Engineer - Responsible for assessing pipe videos of over 100 levee drainage structures. Assessed structural integrity of pipes and made recommendations for maintenance, rehabilitation, and abandonment. Overall project includes geotechnical analysis of toe drain system, easement boundary evaluations, and structural analysis of large drainage structure.

UPRR/1st Street Drainage Improvements; City of Junction City, KS
Engineer of Record for the rehabilitation design of a localized drainage issue in the City of Junction City, KS. As part of an overall Stormwater Master Plan and Capital Improvement Program completed previously, this project was identified as a "Top" Priority project as three separate pipeline drainage crossings of the Union Pacific Railroad tracks had experienced severe erosion on the downstream side as a result of pipe failure and had created a cavity that was moving dangerously back toward the UPRR tracks. Design solution included slip-lining the existing pipeline structures, a Rock Buttress and plunge pool for energy dissipation, and close coordination with the UPRR and Kansas Gas Service.

Wichita Levee Certification & Rehabilitation Design, Wichita, KS
Project Engineer for the design of Levee S, P, and L Rehabilitation Projects. Designs included the embankment rehabilitation of over 3 miles of levee system, complete toe-drain & seepage system design, a mile of streambank stabilization design as well as channel improvements increasing portions of the channel conveyance system by 20%. This also included the rehabilitation of 1 flood control diversion structure. This included design construction phase engineering, bid documentation, plan sheets & specifications as well as construction recommendations. Finally, a levee capital improvement program was developed including over $30 Million in proposed improvements over a 10-20 year time period.



Donald L. Burrell

Manager, Construction Services

Fittz&Shipman, Inc.

Structural/Civil Divisions

13 years with the Firm

EDUCATION:

Associate of Applied Science – Building Construction Technology, Texas State Technical College – Waco, 1991

REGISTRATION:

International Code Council (ICC)
Certified Building Official
Certified Building Code Official
Building Plans Examiner
Building Inspector
Accessibility Inspector/Plans Examiner
Residential Energy Inspector/Plans Examiner
Residential Combination Inspector
Coastal Construction and Floodplain Inspector
Texas Department of Licensing and Regulation
Registered Accessibility Specialist
Texas Residential Construction Commission
Third Party Inspector

PROFESSIONAL AFFILIATIONS:

International Code Council

OTHER ORGANIZATIONS:

Knights of Columbus
Boy Scouts of America
Coastal Conservation Association

DUTIES AND ACTIVITIES:

Coordinate Work of Field Inspectors
Manage Construction Phase of Engineering Projects
Residential and Commercial Windstorm Inspection
Foundation Inspection
TRCC Inspection
ADA Inspection

EXPERIENCE:

Mr. Burrell has over 33 years' experience in monitoring of Municipal and Commercial Construction as well as residential construction and Texas Department of Insurance windstorm certifications.

Worked in the Building Codes Division of the City of Beaumont for twenty-two years before joining Fittz & Shipman, Inc. Held jobs as building inspector, assistant building official/plans examiner, and served as building official for over twelve years. Responsible for the daily operation of the building permit office including coordinating various city departments for plan reviews for code requirements, issuance of building permits, and inspection of projects under construction. Compiled and oversaw department budget and supervised office staff and field inspectors.

Angela Love

Task Lead: Specialized Services/Environmental

Years of Experience
21

Education

- MS, Biological Sciences, Emporia State University, 1999
- BS, Biology, University of Kansas, 1996

Areas of Expertise

- USACE NEPA
- NEPA Compliance
- Environmental Impact Statements
- Multidiscipline Team Management
- Environmental Compliance During Construction

Professional Summary

Ms. Love has 21 years of experience with the formation, facilitation, and coordination of multidisciplinary working groups to achieve NEPA compliance. Mrs. Love has prepared, coordinated, participated in, and conducted public scoping meetings and public hearings required under NEPA, as well as interagency coordination teams and workshops for resolution of complex compliance issues. Through the NEPA process, she has consistently ensured project compliance with applicable laws, regulations, and executive orders, as necessary, and has developed project alternative evaluations and assisted lead agencies with identification of appropriate purpose and need statements for proposed actions. She has facilitated projects under the FAST-41 Act and coordinated with multiple federal agencies on complex projects for One Federal Decision. Mrs. Love has taught introductory NEPA compliance courses at professional conferences, to educate clients, and to peers.

Project Experience

Environmental Assessment (EA) for the Sabine Pass to Galveston Bay Shoreline Erosion Project. USACE, Galveston District.
Working closely with USACE staff and an Inter-Agency Coordination Team, the bulk of this effort included evaluation of baseline conditions to determine appropriate alternatives to address shoreline erosion along the Texas coast. The project was a multipurpose flood-damage reduction and ecosystem restoration study along the Texas Gulf coast from Sabine Pass in Jefferson County to San Luis Pass in Galveston County. Working closely with USACE staff and an Inter-Agency Coordination Team, the bulk of this effort included evaluation of baseline conditions to determine appropriate alternatives to address shoreline erosion along the Texas coast. The Engineer Research and Development Center of USACE played a significant role in this effort. Ms. Love served as project manager and was responsible for team coordination, working group or review team coordination, document management, and responding to agency comment.

EA for Expansion of Placement Areas 14 and 15, Houston Ship Channel Project. Texas.
USACE, Galveston District. This EA was American Reinvestment and Recovery Act (ARRA)-funded and was completed in coordination with USACE staff within 9 months. This ARRA-funded project was a fast-paced effort to prepare NEPA compliance documentation for expansion of existing placement areas and creation of marsh mitigation areas for the USACE, Galveston District. Efforts included development of a HEP analysis and a Cost Effectiveness and Incremental Cost Analysis (CE/ICA) for development and identification of a mitigation plan to compensate for unavoidable impacts to aquatic habitat. As project manager, Ms. Love coordinated team efforts with USACE staff and ensured the Environmental Assessment met USACE standards.

Texas General Land Office, San Luis Pass Inlet Management Study: Proposed Programmatic Permitting and NEPA Approach. San Luis Pass, Texas.
Ms. Love led an effort to designate San Luis Pass as a sand source for beneficial use of material within the Galveston Bay System. The intent of the effort was to obtain a general use permit from USACE that would provide a mechanism for comprehensive management of the sand source located within West Bay at the San Luis Pass Inlet by GLO to ensure the resource would be used appropriately and protected. The plan allowed for flexibility regarding location, volume, and placement of the material and incorporated an adaptive management plan to ensure resource protection from over-use. The plan coupled a programmatic general permit with a tiered NEPA approach in efforts to streamline individual permit approvals. Ms. Love coordinated with the GLO and other contractors to develop the plan and present it to relevant state and federal resource agency representatives at a Joint Evaluation Meeting. This project was funded through CEPRA.

Appendix B:
Required Forms

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Wood Environment & Infrastructure Solutions, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

11/29/21

Date

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

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

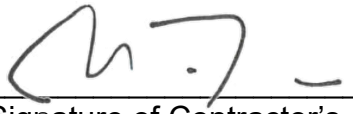
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Wood Environment & Infrastructure Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tyler P. Jones, Vice President / Central Gulf Coast Region Manager

Printed Name and Title of Contractor's Authorized Official

11/29/21

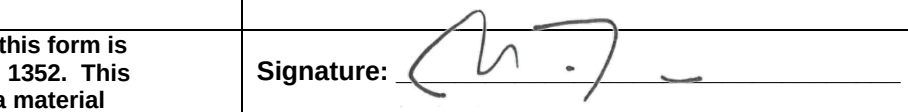
Date

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract N/A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application N/A b. initial award c. post-award	a. initial filing N/A b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:
____ Prime _____ Subawardee Tier_____, if Known: N/A **Congressional District, if known:**	 N/A **Congressional District, if known:**
Federal Department/Agency: N/A	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: N/A
Federal Action Number, *if known:* N/A	**9. Award Amount**, *if known:* **$** N/A
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Tyler P. Jones **Title:** Vice President / Central Gulf Coast Region Manager **Telephone No.:** 512.413.8368 **Date:** 11/29/21
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Form 1295

Per RFQ requirements, Wood understands and acknowledges that a Form 1295 must be completed at the time of signed contract submission award.

Appendix C: Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIG Specialty Insurance Company	26883
INSURER B:	American International Group UK Ltd	AA1120187
INSURER C:	American Guarantee & Liability Ins Co	26247
INSURER D:	Zurich American Ins Co	16535
INSURER E:	ACE American Insurance Company	22667
INSURER F:	ACE Fire Underwriters Insurance Co.	20702

INSURED
JWGUSA Holdings, Inc.
and its Subsidiaries and Affiliates
17325 Katy Freeway
Houston TX 77084 USA

COVERAGES **CERTIFICATE NUMBER:** 570087913017 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO484608501	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $100,000 $5,000 $5,000,000 $5,000,000 $5,000,000
E	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H2555047A	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			AUC484608601	07/01/2021	07/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
E F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC67807674 Work Comp- AOS SCFC67807716 Work Comp- WI	07/01/2021 07/01/2021	07/01/2022 07/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES.
Evidence of Insurance for Wood in the USA.

CERTIFICATE HOLDER

JWGUSA Holdings, Inc.
and its Subsidiaries and Affiliates
17325 Park Row
Houston TX 77084 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570087913017

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AGENCY CUSTOMER ID: 570000021966
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	JWGUSA Holdings, Inc.
POLICY NUMBER See Certificate Number: 570087913017	
CARRIER See Certificate Number: 570087913017 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Env Contr Poll			CPL12456119 Claims Made- Poll. Liab. SIR applies per policy terms & conditions	07/01/2021	07/01/2022	Aggregate Limit	$5,000,000
							Per Loss Limit	$5,000,000

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AGENCY CUSTOMER ID: 570000021966

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Southwest, Inc.		JWGUSA Holdings, Inc.
POLICY NUMBER		
See Certificate Number: 570087913017		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570087913017		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insured

JWGUSA Holdings, Inc.
Wood Group USA, Inc.
Wood Environment & Infrastructure Solutions, Inc.
AMEC Construction Management, Inc.
AMEC E&E, P.C.
AMEC Engineering and Consulting of Michigan, Inc.
Amec Foster Wheeler Energia, S.L.U.
Amec Foster Wheeler Industrial Power Company, Inc.
Amec Foster Wheeler Kamtech, Inc.
Amec Foster Wheeler Martinez, Inc.
Amec Foster Wheeler North America Corp
Amec Foster Wheeler Power Systems, Inc.
Amec Foster Wheeler USA Corporation
Amec Foster Wheeler Ventures, Inc.
BMA Solutions, Inc.
C E C Controls Company, Inc.
Cape Software, Inc.
Foster Wheeler Intercontinental Corporation
Ingenious, Inc.
John Wood Group PLC
John Wood Group, Inc.
Kelchner, Inc.
MACTEC Engineering and Consulting, P.C.
MACTEC Engineering & Geology, P.C.
MASA Ventures, Inc.
Mustang International, Inc.
Rider Hunt International USA, Inc.
RWG (Repair & Overhauls) USA, Inc.
Swaggart Brothers, Inc.
Wood Design, LLC
Wood Group Alaska, LLC
Wood Group Asset Integrity Solutions
Wood Group PSN, Inc.
Wood Group UK, Ltd
Wood Massachusetts, Inc.
Wood Programs, Inc.

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Appendix D:
SAM.gov Proof

Entity Overview Details

DUNS: 038086125
CAGE: 1U1W9
Status: Active

751 Arbor Way Ste 180
Blue Bell, PA, 19422 - 1972
UNITED STATES

D&B Legal Business Name: WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
Doing Business as: (none)

Core Data

Business Information:

Business start date:	06/01/1994
Fisical year end close date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	www.woodplc.com
Congressional District:	PA 07
Registration Date:	11/01/2001
Activation Date:	03/13/2020
Expiration Date:	03/13/2021
Renewal Date:	03/13/2020
MPIN:	*****ELL1

Physical Address:

Address line 1	751 Arbor Way Ste 180
City	Blue Bell
State	PA
ZIP/ Postal Code	19422 - 1972
Country	UNITED STATES

Mailing Address:

Address line 1	751 Arbor Way
Address line 2	Ste 180
City	Blue Bell
State	PA
ZIP/ Postal Code	19422 - 1972
Country	UNITED STATES

Sensitive Information:

EIN: *****1772

IRS Consent:

Tax payer name:	Wood Environment & Infrastructure Solutions Inc
Address Line 1:	751 Arbor Way
Address Line 2:	Ste 180
City:	Blue Bell
State:	PA
Country:	UNITED STATES
Zip/Postal Code:	19422 - 1972
Type of Tax:	Applicable Federal Tax
Tax Year (Most Recent Tax Year):	2017
Name of individual executing consent:	Robert Feighery
Title of the individual executing consent:	Vice President
Signature:	Robert Feighery
TIN Consent Date:	03/13/2020

CAGE/NCAGE Code:

CAGE : 1U1W9

Does this entity have an Immediate	Yes
Immediate Owner's CAGE Code:	7AQ68
Immediate Owner's Legal Business Name:	AMEC FOSTER WHEELER VENTURES, INC.
Does this entity have a Highest-Level	Yes
Highest-Level Owner's NCAGE Code:	KCGZ3
Highest-Level Owner's Legal Business Name:	JOHN WOOD GROUP PLC
Does this entity have any	No

General Information

Country of Incorporation:	UNITED STATES
State of Incorporation:	NV
Company Security Level:	
Highest Employee Security Level:	

Business Types:

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization
Organization Factors
Foreign Owned
Profit Structure
For Profit Organization
Purpose of Registration
All Awards

Financial Information

Do you accept credit cards as a method of payment? Yes.
Department Code: Account Details:BANK OF AMERICA, N.A. - Checking
CAGE Code: 1U1W9
- New AccountElectronic Funds Transfer:
Account Type Checking
Financial Institution: BANK OF AMERICA, N.A.
ABA Routing Number: *****0012
Account Number: ******6257
Lockbox Number:
Automated Clearing House (ACH):
ACH U.S. Phone: (888)715-1000
ACH Non-U.S. Phone:
ACH Fax:
ACH Email:
Remittance Address:
Remittance Name: WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
Address Line 1: PO BOX 74008618
Address Line 2:
City: CHICAGO
State: IL
Country: UNITED STATES
ZIP/Postal Code: 60674 - 8618

Executive Compensation Questions

In your business or organization's preceding completed fiscal year, did yourbusiness or organization (the legal entity to which this specific SAM record,represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans,grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annualgross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants,and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Y

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Y

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in afinding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes.

Assertions

NAICS Codes Selected

NAICS Code	Primary	Description
213112		Support Activities for Oil and Gas Operations
236210		Industrial Building Construction
236220		Commercial and Institutional Building Construction
237110		Water and Sewer Line and Related Structures Construction
237120		Oil and Gas Pipeline and Related Structures Construction

237130		Power and Communication Line and Related Structures Construction
237310		Highway, Street, and Bridge Construction
237990		Other Heavy and Civil Engineering Construction
238220		Plumbing, Heating, and Air-Conditioning Contractors
541310		Architectural Services
541320		Landscape Architectural Services
541330		Engineering Services
541360		Geophysical Surveying and Mapping Services
541370		Surveying and Mapping (except Geophysical) Services
541380		Testing Laboratories
541410		Interior Design Services
541611		Administrative Management and General Management Consulting Services
541620	Yes	Environmental Consulting Services
541690		Other Scientific and Technical Consulting Services
541990		All Other Professional, Scientific, and Technical Services
561210		Facilities Support Services
562910		Remediation Services
712120		Historical Sites

Product & Service Codes Selected

PSC	Description

Size metrics:

Worldwide:
Annual Receipts (in accordance with 13 CFR 121):7380000000
Average Number of Employees (12 Month Average):48000

Location (Optional):
Annual Receipts (in accordance with 13 CFR 121)
Annual Receipts (in accordance with 13 CFR 121):

EDI Information:

Do you wish to enter EDI Information for your non-government entity?:No

Disaster Response Information:

Do you wish to enter Disaster Relief Data for your entity?:Yes
Does your company require bonding to bid on Contracts?:Yes

Bonding Level:
Please provide the bonding level type, value must be input in whole dollars.

Construction Bonding Level, Per Contract (dollars) : 175000000
Construction Bonding Level, Aggregate (dollars) : 1250000000
Service Bonding Level, Per Contract (dollars) :
Service Bonding Level, Aggregate (dollars) :

Geographic Area Served:
Any State.

Point of Contacts:

Mandatory Point of Contact:

Government Business POC

Title:	Director, Government Contracts
First Name:	Dawn
Middle Name:	J.
Last Name:	Aucoin
Email:	dawn.aucoin@woodplc.com
US Phone:	(865)360-7050
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	2030 Falling Waters Road
Address Line 2:	
City:	Knoxville
State/Province:	TN
Country:	UNITED STATES
ZIP/Postal Code:	37922

Accounts Receivable POC

Title:	Chief Financial Officer
First Name:	Kendall
Middle Name:	
Last Name:	Sherrill
Email:	kendall.sherrill@woodplc.com
US Phone:	(770)360-0501
Extension:	
NON US Phone:	
Notes:	

Electronic Business POC
Title: Director, Government Contracts
First Name: Dawn
Middle Name: J.
Last Name: Aucoin
Email: dawn.aucoin@woodplc.com
US Phone: (865)360-7050
Extension:
NON US Phone:
Notes:
Address Line 1: 2030 Falling Waters Road
Address Line 2:
City: Knoxville
State/Province: TN
Country: UNITED STATES
ZIP/Postal Code: 37922

Optional Point of Contact:

Past Performance POC
Title:
First Name: Tracey
Middle Name:
Last Name: Lee
Email: tracey.lee@woodplc.com
US Phone: (615)333-0630
Extension: 108
NON US Phone:
Notes:
Address Line 1: 3800 EZELL ROAD
Address Line 2: SUITE 100
City: NASHVILLE
State/Province: TN
Country: UNITED STATES
ZIP/Postal Code: 37211

Past Performance POC
Title:
First Name: CHARLENE
Middle Name:
Last Name: ROSS
Email: charlene.ross@woodplc.com
US Phone: (513)588-1404
Extension:
NON US Phone:
Notes:
Address Line 1: 4460 LAKE FOREST DRIVE
Address Line 2: SUITE 200
City: CINCINNATI
State/Province: OH
Country: UNITED STATES
ZIP/Postal Code: 45242

Electronic Business Alternate POC
Title: Vice President, US Federal Contracts
First Name: Robert
Middle Name:
Last Name: Feighery
Email: robert.feighery@woodplc.com
US Phone: (610)877-6106
Extension:
NON US Phone:
Notes:
Address Line 1: 751 Arbor Way
Address Line 2: Suite 180
City: Blue Bell
State/Province: PA
Country: UNITED STATES
ZIP/Postal Code: 19422 - 1960

Government Business Alternate POC
Title: Vice President, US Federal Contracts
First Name: Robert
Middle Name:
Last Name: Feighery
Email: robert.feighery@woodplc.com
US Phone: (610)877-6106
Extension:
NON US Phone:
Notes:
Address Line 1: 751 Arbor Way, Ste 180
Address Line 2:
City: Blue Bell
State/Province: PA

Entity Overview Details

Country:	UNITED STATES
ZIP/Postal Code:	19422

Wood Environment & Infrastructure Solutions, Inc.
17325 Park Row
Houston, TX 77084







RESOLUTION R-2021-0038

A RESOLUTION OF CITY OF LA MARQUE, TEXAS, AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE PROVIDER CONTRACT FOR THE TEXAS HAZARD MITIGATION ASSISTANCE (HMA) PROJECT FUNDED THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) AND/OR TEXAS WATER DEVELOPMENT BOARD (TWDB).

WHEREAS the City of La Marque seeks assistance in pre-award and post-award engineering services, if awarded an HMA Mitigation Grant;

WHEREAS, in order to identify qualified and responsive providers for these services, a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with Texas HMA requirements;

WHEREAS, the proposal received by the due date have been reviewed to determine the most qualified and responsive provider for professional services **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE:

Section 1. That Adico be awarded a contract to provide Texas HMA Application and project-related **professional engineering services** for the Hazard Mitigation Assistant Grant project.

Section 2. That any and all contracts or commitments made with the above-named service providers are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED this the _____ day of _____, 2021.

APPROVED:

_____
Keith Bell, Mayor

ATTEST:

_____
Kierra Nance, Deputy City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **10c**
Prepared by: Suzy Kou Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. **R-2021-0039**, to select administration/project delivery service provider(s) to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency.

☐

1. Bid tab
2. Resolution

STAFF BRIEFING:

- Four bids were received.
- Due to multiple grants recently awarded to the city and managed by GrantWorks, It would be beneficial to use same firm to assist us blending the ARPA projects into the city's overall mission for accomplishments next few years.

HISTORY:

- **September 24th and October 1st, 2021**- newspaper publications of RFP, online posting city website.
- **October 13, 2021**- Deadline for RFP submission.

TARGET IMPLEMENTATION: December 14, 2021

SIGNIFICANT ACTION DATES:

Cost Details:	
Budgeted	-0-
Actual Bid	$213,500
Estimated Expenditure	**$213,500**
Acct. Name(s)	To Be Determined

CITY COUNCIL AGENDA FORM

Line Items #	
Other Funding	

ACTION:

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

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

---

STAFF'S RECOMMENDATION: Motion to adopt a resolution to select administration/project delivery service provider(s) to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency.

FISCAL IMPACT: Cost is reimbursable from approved ARPA funding.

Bid Tabulations

ARPA Administration

	Maximum	Langford	MPACT	GrantWorks	TLC
Experience of the firm	**30**	28	25	29	27
Prior work performance	**20**	17	15	19	18
Capacity to perform	**30**	29	29	29	28
Proposed cost	**20**	18	15	17	20
	100	**92**	**84**	**94**	**93**
Cost		$205,000.00	$364,769.00	$ 213,500.00	$128,742.15
Years established		38	14	42	26

RESOLUTION R-2021-0039

A RESOLUTION OF City of La Marque, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR AMERICAN RESCUE PLAN ACT (ARP ACT) PROGRAM(S).

WHEREAS, participation in American Rescue Plan Act (ARP Act) program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the federal requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to the ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That GrantWorks is selected to provide project-related **administration services** for ARP Act program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON _____, 2021.

APPROVED:

_____
Keith Bell, Mayor

ATTEST:

_____
Kierra Nance, Deputy City Clerk

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **10d**
Prepared by: Amanda Hobby Reviewed by:
Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving award of LM **Bid #09-22** and approve contract to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of $91,875.00

X

ATTACHMENTS FOR REFERENCE

1. Bid Tab
2. Contract

STAFF BRIEFING

- The City of La Marque desires to project a manicured appearance at its facilities and parks
- Our parks are essential to attracting families to our City and are one of the amenities that make us a desirable place to reside
- The bid was posted on the City of La Marque website including Texas Bid System
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period
- One (1) qualified bid was submitted and received
- The bid amount is based on specifications supplied by the City of La Marque
- Staff recommends awarding the re-bid for LM #09-22 Lawn Care Maintenance of City Facilities and Parks to Parrish & Parrish Tractor Service, the lowest qualified bidder meeting specifications

HISTORY:

- Historically (over 10 years ago), Public Works had a fully staffed and equipped Parks Division
- Through attrition, the Division devolved to a crew of 2 employees
- Parrish & Parrish has been awarded the LM Bid for Lawn Care Maintenance since 2019

TARGET IMPLEMENTATION: January 10, 2022

SIGNIFICANT ACTION DATES:

October 27, 2021 – Legal Ad placed
November 10, 2021 – Bid Opened

CITY COUNCIL AGENDA FORM

ACTION:

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

Cost Details:	
Budgeted	
Actual Bid	$91,875.00
Estimated Expenditure	**$91,875.00**
Acct. Name(s)	Repair/Maint
Line Items #	01 3020 12 00 LNDSCP 20
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to award LM **Bid #09-22** and approve contract to Parrish & Parrish Tractor Service for Lawn Care Maintenance of City Facilities and Parks in the amount of $91,875.00

FISCAL IMPACT: Budgeted line item

INVITATION TO RE-BID
CITY OF LA MARQUE
"LM 09-22"

Sealed bids will be accepted for the following bid invitation until 10:00 a.m. Wednesday, November 10, 2021 at which time all bids will be publicly opened in the Council Chambers, located at 1109-B Bayou Road, La Marque, Texas and read for:

"LM 09-22"
Lawn Maintenance Services for City Facilities and Parks

Bids must be submitted in **DUPLICATE** on the proposal forms provided and enclosed in a sealed envelope and plainly marked on the outside of the envelope which clearly identifies it as being a bid. (Example: "RE-BID ENCLOSED - LM 09-22). **THE CITY OF LA MARQUE DOES NOT ACCEPT FAXED OR EMAILED BIDS**

Bids must be addressed to and delivered to:

City of La Marque
City Clerk
Attn: Robin Eldridge
1111 Bayou Rd.
La Marque, TX 77568

The City reserves the right to accept or reject any or all bids and to accept those proposals that are in the best interest of the City of La Marque. Any bids received after the posted time will be returned unopened.

Please direct any questions to: Amanda Hobby, 409-938-9280 or a.hobby@cityoflamarque.org

Robin Eldridge, TRMC
City Clerk
City of La Marque

Copy

SIGNATURE PAGE
LM #09-22
LAWN MAINTENANCE SERVICE FOR CITY FACILITIES AND PARKS

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total amount of Bid: $ 91,875.00

Parrish : Parrish Tractor Service LLC
Company Name

Charles L Parrish
Signature

Charles L. Parrish Owner
Printed Name & Title

16126 Delany Rd
Address

Hitchcock, TX 77563
City, State & Zip

409- 370- 2900 NA
Phone Fax

Salem1.htm@comcast.net
E-Mail

11/8/2021
Date

Acknowledgement of any and all addendums received:

Addendum #1 N/A

Addendum #2 N/A

CHECKLIST
LM #08-22
(Attach the following to the Bid Summary)

Contractor		For City use only
☑	Contractor's Registration number assigned by City of La Marque Development Services department	☐
☑	Copy of General Liability Insurance with City of La Marque as Certificate Holder	☐
☑	Copy of Worker's Compensation Insurance	☐
☑	Bid Bond or Cashier's check made out to the City of La Marque in the amount of 5% of the Total Bid	☐
☐		☐
☑	Conflict of Interest Questionnaire	☐

I understand that if I am the successful bidder, I must provide a Performance Bond, Payment Bond, and complete Contract with the City of La Marque within 15 days prior to issuance of the Bid.

Contractor's Signature

Charles A Parish

BID SUMMARY
LM #09-22
LAWN MAINTENANCE SERVICE FOR CITY FACILITIES AND PARKS

PARK	PER SERVICE	TOTAL
Bayou City Park, 217 Bayou	20.00	700.00
Bird Sanctuary, 317 Bayou	20.00	700.00
Mac McGaffey Highland Bayou Park, 1991 Getty Road	550.00	19,250.00
Jaycee Park,2706 Magnolia	100.00	3500.00
Lagana Park, 1322 Yupon	100.00	3500.00
Martin Luther King, Jr. Memorial Park, 416 Apricot	95.00	3325.00
Mahan Park, 2701 Woodland	700.00	24,500.00
Walter Feigle Park, 1009 Bayou	45.00	1575.00
Westlawn Park, 3010 Melody	100.00	3500.00
Welcome Sign, Highway 3 @ Poplar	25.00	875.00
La Marque Cemetery, 1709 Oak	400.00	14,000.00
City Hall, 1111 Bayou Road	40.00	1400.00
Fire Department, Station 2, 1109-A Bayou Road	65.00	2275.00
Library, 1011 Bayou Road	65.00	2275.00
Police Department, 431 Bayou Road	65.00	2275.00
Firemen's Hall, 320 Laurel	40.00	1400.00
La Marque EDC, 1130 1st Street	65.00	2275.00
La Marque EDC, 401 Laurel	65.00	2275.00
La Marque EDC, 408-418 Laurel	65.00	2275.00

GRAND TOTAL $ 91,875.00

WC 00 00 01 A (Ver 5-1988)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Information Page

SERVICE LLOYDS INSURANCE COMPANY, a stock company
PO Box 26850
AUSTIN, TEXAS 78755
NCCI # 21075

Name of Producer: Texas First Insurance SLIC1579
7900 Lowry Expwy
Texas City TX 77591

Policy No. SLICWC0309501

1. The Insured: PARRISH & PARRISH TRACTOR SERVICE LLC.

Renewal of: SLICWC0309500

____ Individual ____ Partnership

____ Corporation or Limited Lia Co (LLC)

Mailing address: 6126 Delaney Road
Hitchcock, TX 77563

Federal Employers I.D.# See Schedule

Inter/Intrastate Risk I.D.#

Other I.D. #

Other workplaces not shown above: See Schedule

2. Policy Period: From 05/01/2021 To 05/01/2022 12:01 A.M. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: TX

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$ 1,000,000	each accident
Bodily Injury by Disease	$ 1,000,000	policy limit
Bodily Injury by Disease	$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except North Dakota, Ohio, Washington, Wyoming, States designated in item 3A of the Information Page.

D. This policy includes these endorsements and schedules: See Schedule

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
See Item 4. Extension WC 90 00 01A EWR For Rating & Assessments				

Total Estimated Standard Annual Premium	$3,034
Expense Constant	$200

Minimum Premium $250

Deposit Premium $3,034

Premium Adjustment Period: Annual

Countersigned by: _____

Servicing and Issuing Office: Service Lloyd's, Austin, TX

Date Produced: 04/19/2021

Copyright 1987 National Council on Compensation Insurance.

Administrative Office: PO Box 26850
Austin, TX 78755

Telephone Number: (844)740-7007

IN WITNESS WHEREOF; Service Lloyds Insurance Company has caused this policy to be signed by its President and Secretary at Austin, Texas, but this policy is not effective unless Service Lloyds Insurance Company has issued an information page as part of this policy.

President

Secretary

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Parrish & Parrish Tractor SVC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 ***Name of local government officer with whom filer has employment or business relationship.***

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4 Charles A Parrish

Signature of person doing business with the governmental entity

11-8-2021

Date

Adopted 08/29/2007

MIKE POWELL INS AGY
4775 W PANTHER #130A
THE WOODLANDS, TX 77381
1-281-367-2034

PROGRESSIVE COMMERCIAL

Policy number: 02788746-1
Underwritten by:
PROGRESSIVE COUNTY MUTUAL INS CO
November 2, 2021

Certificate of Insurance

Certificate Holder

CITY OF LA MARQUE
1130 1ST ST
LA MARQUE, TX 77568

Insured

PARRISH & PARRISH TRACTOR
SERVICE LLC
6126 DELANEY ROAD
HITCHCOCK, TX 77563

Agent/Surplus Lines Broker

MIKE POWELL INS AGY
4775 W PANTHER #130A
THE WOODLANDS, TX 77381

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 16, 2021 Policy Expiration Date: Oct 16, 2022

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT W/$250 DED

Description of Location/Vehicles/Special Items

Scheduled autos only

2009 FORD F350 1FTWW32Y09EA83894	
PERSONAL INJURY PROTECTION	$10,000
COMPREHENSIVE	$1,000 DED
COLLISION	$1,000 DED
RENTAL REIMBURSEMENT	$30 PER DAY ($900 MAX)
ROADSIDE ASSISTANCE	SELECTED
2011 FORD F350 1FT8W3BT7BEC91953	
PERSONAL INJURY PROTECTION	$10,000
COMPREHENSIVE	$1,000 DED
COLLISION	$1,000 DED
RENTAL REIMBURSEMENT	$30 PER DAY ($900 MAX)
ROADSIDE ASSISTANCE	SELECTED
2015 FORD F250 1FT7W2B66FEB43590	
PERSONAL INJURY PROTECTION	$10,000

Continued

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MIKE POWELL INSURANCE/PHS 61614260 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 — **FAX (A/C, No):** (888) 443-6112 **E-MAIL ADDRESS:**
INSURED PARRISH & PARRISH TRACTOR SERVICE LLC 6126 DELANY RD HITCHCOCK TX 77563-1721	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A:** Hartford Underwriters Insurance Company — 30104 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			61 SBA AH8FBK	11/02/2021	11/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$500,000 $500,000 $10,000 $500,000 $1,000,000 $1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			61 SBA AH8FBK	11/02/2021	11/02/2022	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
CITY OF LA MARQUE 1130 1ST ST LA MARQUE TX 77568	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Susan K. Castaneda

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COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
RENTAL REIMBURSEMENT	$30 PER DAY ($900 MAX)		
ROADSIDE ASSISTANCE	SELECTED		
2007 AMERITRAIL TRAILER 17YBP16217B037442			
		Stated Amount	$2,400
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2012 TEXAS PRIDE TRAILER 1B9G2EBD8CC624256			
		Stated Amount	$5,800
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2017 BIG TEXAS TRAILER 16VPX2424H2004008			
		Stated Amount	$3,800
COMPREHENSIVE	$1,000 DED		
COLLISIDN	$1,000 DED		
2008 PERO 77X16 TAND TRAILER 4PTU616237M014815			
		Stated Amount	$1,500
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2010 HOMEMADE TRAILER TR201735			
		Stated Amount	$2,100
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		

Certificate number

30621NET746

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



MERCHANTS BONDING COMPANY
Merchants National Bonding, Inc. P. O. Box 14498, Des Moines, Iowa 50306-3498
Phone: (800) 678-8171 Fax (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Parrish & Parrish Tractor Service, LLC

(hereinafter called the Principal) as Principal, and the Merchants National Bonding, Inc.

(hereinafter called Surety), as Surety, are held and firmly bound to City of La Marque, Texas

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B.***)

Five Percent of Greatest Amount Bid*** Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 10th day of November, 2021.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

LM 09-22
Lawn Maintenance Services for City Facilities and Parks

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants National Bonding, Inc., as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: Brad S

Parrish & Parrish Tractor Service, LLC
Principal
By Charles A Parrish

Attest: Jennifer Mitchell

Merchants National Bonding, Inc.
By Donna Weinel
Donna Weinel, Attorney-in-Fact

CON 0333 (2/15)

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, A A Shotwell; Betty A Bush; Chase Wortham; Donna Wainel; G C Blystone Jr; Jennifer Mitchell; Joseph C Blackshear Jr; Mark Smith; Thomas Scott Price

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of July , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of July 2021 , before me appeared Larry Teylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of November , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CITY COUNCIL AGENDA FORM

Meeting Date: December 13, 2021 Agenda item: **10e**
Prepared by: Dinh Ho Reviewed by:
Department: Public Works

AGENDA ITEM DESCRIPTION: Discussion/ possible action regarding approving the Administration and Engineering services for the Texas Parks and Wildlife – Planning Grant: Mahan Park – Highland Bayou Public Boat Ramp Improvements (Project No. FD-TX-F-296-B-1) to Adico, LLC in the amount of $98,242.00

[X]

ATTACHMENTS FOR REFERENCE

1. TWPD Grant Award
2. Adico, LLC – Work Order No. 2021-01

STAFF BRIEFING:

- Alice Ashley with Provision Specialized Resources, submitted an application for TPWD grant for Improvements to Mahan Park Boat Ramps
- Project was approved and awarded on 8/9/2021 for Planning and design services.
- Grant cost share: 75%/25%: Federal Share is $73,682.00 with City Share is $24,560.
- Finance Director/ Attorney has reviewed and approved.

HISTORY:

- Alice Ashley with Provision Specialized Resources, submitted an application for TPWD grant for Improvements to Mahan Park Boat Ramps
- Project was approved and awarded on 8/9/2021 for Planning and design services.

TARGET IMPLEMENTATION: Feb 2021

SIGNIFICANT ACTION DATES:

- **02/28/2021** – Agreement Term/Period of Performance 8/1/2020 – 2/28/2021 (City will be requesting extension due to TPWD delays in the awarding).

CITY COUNCIL AGENDA FORM

ACTION:

Cost Details:	
Budget 2021	**$24,242.00**
Estimated Expenditure	**$24,242.00**
Acct. Name(s)	Mahan Park Boat Ramps
Line Item #	
Other Funding	

☐ Ordinance ☐ Resolution
☐ Special Presentation ☐ Proclamation
☐ Finance Report ☐ Public Hearing
☒ Other – Capital Project
☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

---

STAFF'S RECOMMENDATION: Motion to approve the Administration and Design Services for TPWD Mahan Park Boat Ramp Project to Adico, LLC in the amount of $98,242.00

FISCAL IMPACT: **$98,242.00**

TEXAS PARKS AND WILDLIFE

Recreation Grant Agreement
Federal Planning Sub-Award

TPWD P.O. Number: 6046

Project Number: FD-TX-F-296-B-1

Sponsor Name: City of La Marque

Project Name: Mahan Park-Highland Bayou Public Boat Ramp Improvements

Federal Award Identification Number (FAIN): F20AF10937

Sponsor Unique Entity Identifier: 074175282

Assistance Listings (Formerly CFDA): 15.605

Agreement Term / Period of Performance: 08/01/2020 - 02/28/2022

Federal Share: $73,682.00

Sponsor Share: $24,560.00

Total Project Cost: $98,242.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the City of La Marque (Sponsor). This sub-award is funded through the U.S. Fish and Wildlife Service Sport Fish Restoration (Freshwater) Grant Program issued to the Department on 08/07/2020.

The scope of this Grant Agreement includes professional services needed to assess the feasibility of constructing the Mahan Park-Highland Bayou Public Boat Ramp Improvements. This includes design, engineering, and other pre-construction expenses related to state/federal environmental and cultural/historical requirements associated with the Mahan Park-Highland Bayou Public Boat Ramp Improvements located at 2702 Woodlawn, La Marque, Galveston County, Texas, 77568. GPS Coordinates: 29.348660 / -94.982778

This sub-award is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

Subject to 2 Code of Federal Regulations 200.315, at closing of the Planning Grant, Sponsor shall be the sole owner of the deliverables. Sponsor reserves the discretion to use the deliverables for the purpose of finally designing and constructing a boating access facility whether or not it proceeds to enter into a construction grant agreement with the Department.
The agreement is contingent upon fund availability

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The Sponsor shall be entitled to reimbursement of $ 57,500 in pre-award project planning costs incurred on or after 01/01/2019, for pre-award expenses incurred for obtaining a USACE permit ($6,000), cultural resources survey ($6,500), plans and specifications ($40,000), and mitigation costs ($5,000) for a total of $57,500. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the award and only with the prior written approval of the Department.

SECTION 4 - APPROVED INDIRECT COST RATE

N/A

SECTION 5 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
(512)389-8224
Dana.Lagarde@tpwd.texas.gov

Grant Manager:
Robin Kolton
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
robin.kolton@tpwd.texas.gov

Grant Coordinator:

Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224

FOR PROJECT SPONSOR:

Official Point of Contact
Charles Jackson
City Manager
1111 Bayou Road
La Marque, Texas, 77568
(409) 938-9225
c.jackson@cityoflamarque.org

Project Coordinator
Alice Ashley
Project Coordinator
1111 Bayou Road
La Marque, Texas, 77568
(225) 405-1926
a.ashley@cityoflamarque.org

Fiscal Contact

Suzy Kou
Finance Director
1111 Bayou Road
La Marque, Texas, 77568
(832) 226-8211
financedirector@cityoflamarque.org

SECTION 6 - AWARD AND PAYMENT

A. The Department will provide funding to the Sponsor in an amount not to exceed $73,682.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.

B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.

C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.

D. Expenses charged against awards under the Grant Agreement may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

F. The Sponsor must meet their cost share commitment over the life of the award. At least 25% non-federal cost-share is required for costs incurred under this Grant Agreement.

SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

A. This Grant Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.

B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non–compliant with the terms and conditions of this agreement.

C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.

D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.

E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the

termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

G. Termination either for cause or for convenience requires that all funds provided by the Department be returned.

H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
   1. The Department may withhold payment to the Sponsor;
   2. The Department may withhold action on pending projects proposed by the Sponsor

SECTION 8 - CLOSEOUT

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs.

SECTION 9 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Signature Authority

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov)

The following completed documents are attached to and made part of this Agreement:
Budget Summary
Certification Regarding Lobbying
Texas Assurances for Federal Sub Awards

SECTION 11 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT	**City of La Marque**
Signature:	Name: _____
Date:	Title: _____
SAM Date/Initials: 05/14/2021 / RK	Signature: _____
Federal Aid Date/Initials: BC 05/24/2021	Date: _____

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
08/07/2020

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.605 - Sport Fish Restoration

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. F20AF10937-00
Formerly

5. TYPE OF AWARD
Other

4a. FAIN F20AF10937

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 08/01/2020 **Through** *MM/DD/YYYY* 02/28/2022

7. BUDGET PERIOD *MM/DD/YYYY*
From 08/01/2020 **Through** *MM/DD/YYYY* 02/28/2022

AUTHORIZATION (Legislation/Regulations)
Dingell-Johnson Sport Fish Restoration Act, 16 U.S.C. § 777 et seq.

8. TITLE OF PROJECT (OR PROGRAM)
TX F-296-B-1 La Marque - Mehan Park Boating Access

9a. GRANTEE NAME AND ADDRESS
Texas Parks and Wildlife Department
4200 Smith School Rd
Austin, TX 78744-3218

9b. GRANTEE PROJECT DIRECTOR
Ms. Robin Kolton
4200 Smith School Road
Robin Kolton
Austin, TX 78744
Phone: 5123898668

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Robin Kolton
4200 Smith School Road
Robin Kolton
Austin, TX 78744

10b. FEDERAL PROJECT OFFICER
Mr. Brian Hobbs
500 Gold Ave SW
Albuquerque , NM 87103
Phone: 505-248-7476

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation	II	
a. Salaries and WageS	$	0.00
b. Fringe Benefits	$	0.00
c. Total Personnel Costs	$	0.00
d. Equipment	$	0.00
e. Supplies	$	0.00
f. Travel	$	0.00
g. Construction	$	0.00
h. Other	$	0.00
i. Contractual	$	98,242.00
j. TOTAL DIRECT COSTS	$	98,242.00
k. INDIRECT COSTS	$	0.00
l. **TOTAL APPROVED BUDGET**	$	98,242.00
m. Federal Share	$	73,682.00
n. Non-Federal Share	$	24,560.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	73,682.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	73,682.00
13. Total Federal Funds Awarded to Date for Project Period	$	73,682.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

GRANTS MANAGEMENT OFFICIAL:
Cliff Schleusner, CHIEF- WILDLIFE AND SPORT FISH RESTORATION PROGRAM
500 GOLD AVE. SW
ALBUQUERQUE, NM 87102
Phone: 505-248-7465

17. VENDOR CODE 0070050488 **18. DUNS** 806782256 **19. CONG. DIST.** 35

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051002328-00010	$73,682.00	08/01/2020	02/28/2022	8151	New Grant - SF (BA) - 9521 / 15.605

SCOPE OF WORK

1. TX F-296-B-1 La Marque - Mehan Park Boating Access

Terms and Conditions

1. **U.S. Fish and Wildlife General Award Terms and Conditions (see link https://www.fws.gov/grants/atc.html)**

2. **Mandatory Disclosures**

   Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each conflict of interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.338, including suspension or debarment (see also 2 CFR Part 180).

   Lobbying: The recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than $100,000 and the recipient has made or has agreed to make any payment using non- appropriated funds for lobbying in connection with the application or award. See 43 CFR, Subpart 18.100 for more information on when additional submission of this form is required.

   Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in 2 CFR §200.338, including suspension or debarment.

PAYMENTS

1. **Domestic Recipients Enrolled in Treasury's ASAP System**

   The recipient will request payments under this award in the U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

   Cost accounting is required at the subaccount level.

BUDGET AND PROGRAM REVISIONS

1. The Department is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to **2 CFR 200.308** for additional information on the types of changes that require prior written approval.

REPORT

1. **Interim Financial Reports**

   The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

2. **Interim Performance Reports**

   The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

3. **Final Reports**

   The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 90 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

   The recipient must submit a *final* performance report no later than 90 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual

accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. **Reporting Due Date Extensions**

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. **Significant Developments Reports**

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

AWARD CONDITIONS

1. The Department is eligible to request Federal obligated funds up to but not in excess of an amount equal to 75 percent of the total project expenditures. See also 2 CFR §200.306.

2. The Service authorizes the recipient to request reimbursement for pre-award expenses incurred for obtaining a USACE permit ($6,000), cultural resources survey ($6,500), plans and specifications ($40,000), and mitigation costs ($5,000) for a total of $57,500. Pre-award costs are those incurred prior to the effective date of this award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award.

SPECIAL TERMS AND REQUIREMENTS

1. Approval is limited to activities and costs associated with planning, design, and coordination of renovation/construction of facility development /improvement. Construction activities are not authorized until site specific project proposals and environmental compliance documentation are

received and approved by written confirmation from the Service.

2. In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

    1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
    2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
    3. Take reasonable steps to restrict access to the site of discovery.

    The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

AWARD ATTACHMENTS

TEXAS PARKS AND WILDLIFE DEPARTMENT F20AF10937-00

1. 2b-Attachment

Ref: Sport Fish Restoration, Federal Compliance Approval for TX F-296-B-1

Project: TX F-296-B-1 La Marque - Mahan Park Boating Access

Approach:

This grant will fund the planning activities needed to install a new boat ramp, renovate existing boat ramp, 2 courtesy docks, 200' of bulkhead, parking area, concrete picnic area, picnic tables/benches/trash cans, solar lighting and utilities at Mahan Park on Highland Bayou. Planning activities will include: (a) obtaining necessary Corps of Engineers permits, (b) obtaining a complete set of plans/specifications for the project(s) (c) obtaining Texas Historical Commission cultural approval for proposed project (d) completing NEPA compliance, (e) completing Sect 7 compliance, (f) and performing other environmental review(s) or obtaining other permit(s), necessary.

Endangered Species Act Determinations:

No Effect; this grant is for planning only.

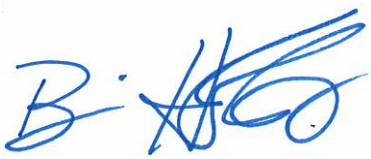
NHPA:

No ground disturbance; this grant is for planning only.

NEPA Determinations:

No extraordinary circumstances were triggered by this project so NEPA compliance for these projects has been determined by WSFR to be a categorical exclusion as provided by 516 DM 8, Appendix 1 and/or 516 DM 2, Appendix 1.

E (1) State, local, or private financial assistance (grants and/or cooperative agreements), including State planning grants and private land restorations, where the environmental effects are minor or negligible.



7/31/2020

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the

    Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Interim City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of La Marque	8/9/21

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City of LaMarque, TX

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Chaise | Middle Name:

* Last Name: Cary | Suffix:

* Title: Interim City Manager

* SIGNATURE: | * DATE: 8/9/21

Texas Parks and Wildlife Department

Recreation Grants

Uniform Assurances for Federal Subawards

UNIFORM ASSURANCES

Anti-Lobbying Sponsor certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Sponsor to conduct such lobbying activities, Sponsor shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Sponsor acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation Sponsor represents and warrants that it will include the following clause in the award documents for every subcontract and will require contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Clean Air Act and Federal Water Pollution Control Act Sponsor represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules, and Requirements Sponsor represents and warrants that it will comply and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Sponsor represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Sponsor, the more restrictive requirement applies.

Cybersecurity Training Program Sponsor represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Sponsor has access to any state computer system or database, Sponsor shall complete

Cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension Sponsor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Disclosure of Violations of Federal Criminal Law Sponsor represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Sponsor represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Equal Employment Opportunity The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Sponsor agrees as follows:

(1) The Sponsor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Sponsor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Sponsor will, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Sponsor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Sponsor's legal duty to furnish information.

(4) The Sponsor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Sponsor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Sponsor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Sponsor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Sponsor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Sponsor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Sponsor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sponsor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Sponsor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excluded Parties Sponsor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation Under Section 669.003 of the Texas Government Code, Sponsor certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency. Sponsor must provide the following information in the Response.

Name of Former Executive: N/A

Name of State Agency: _____

Date of Separation from State agency: _____

Position with Sponsor: _____

Date of Employment with Sponsor: _____

Funding Limitation Sponsor agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the Department in excess of the funds delineated in this Grant Agreement. Sponsor agrees that funding for this Grant Agreement is subject to the actual receipt by the Department of grant funds appropriated to the Department. Sponsor agrees that the grant funds, if any, received from the Department may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Department for the purpose of this Grant Agreement. Sponsor agrees that notwithstanding any other provision of this Grant Agreement, if the Department is not appropriated the funds or if the Department does not receive the appropriated funds for this grant program, or if the funds appropriated to the Department for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Department is not liable to pay the Sponsor any remaining balance on this grant.

Indemnification Sponsor SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF Sponsor OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT and any Purchase orders issued under THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Sponsor WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Sponsor MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Sponsor AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Legal Authority Sponsor represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Sponsor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Sponsor to act in connection with the application and to provide such additional information as may be required.

Lobbying Expenditure Restriction Sponsor represents and warrants that Department's payments to Sponsor and Sponsor's receipt of appropriated or other funds under the grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

Conflicts of Interest Sponsor represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. Sponsor represents and warrants that performance under the Grant Agreement will not constitute an actual or potential

conflict of interest or reasonably create an appearance of impropriety. Further, Sponsor represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the grant, Sponsor shall promptly notify Department.

No Waiver of Sovereign Immunity The Parties expressly agree that no provision of the Grant Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

Open Meetings If the Sponsor is a governmental entity, Sponsor represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act Sponsor understands that Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Grant Agreement or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Sponsor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance Sponsor represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention Sponsor represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Department reserves the right to direct a Sponsor to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value. Sponsor must include the substance of this clause in all subcontracts.

Reporting Suspected Fraud and Unlawful Conduct Sponsor represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ADICO
CONSULTING ENGINEERS

CITY OF LA MARQUE
MAHAN PARK BOAT RAMP IMPROVEMENTS
TEXAS PARKS AND WILDLIFE GRANT NO. F20AF10937-00
ADICO, LLC WORK ORDER NO. 2021-01

PROJECT DESCRIPTION:

The City of La Marque received approval of a Planning Grant from Texas Parks and Wildlife for the Improvements to Mahan Park – Public Boat Ramp Improvements.

This grant will fund the planning and design activities needed to construct a new boat ramp, renovate the existing boat ramp, 2 courtesy docks, 200' of bulkhead, parking area, concrete picnic area, picnic tables/benches/trash cans, solar lighting and utilities at Mahan Park on Highland Bayou.

SCOPE OF SERVICES: Grant Administration, Engineering & Surveying Services (Basic Services):

1. Grant Administration:
    a. Directs and coordinates evaluation and monitoring of grant-funded programs, write specifications for evaluation or monitoring of the grant program.
    b. Prepares monthly, quarterly, and/or annual reports to federal, state, and local funding agencies as required.
    c. Maintains master files on grants and monitors all documents connected with grant-funded programs.
    d. Communicate with representatives of funding sources to work on details of proposals.
    e. Prepare reimbursement reports.
    f. Develop, implements, and monitor appropriate plans, schedules, and action steps.
    g. Acts as the liaison on behalf of the city regarding all communication with the funding entity (TPWD), City of La Marque, and project staff/firms.

2. Topographic Survey:
    a. Topographic Survey of all underground and surface features for civil design and certified by a Registered Professional Land Surveyor in Texas based on a 50’ grid. We will provide the topographic survey with existing boundary in cad format for use during the planning and design phase of the project. We will request any existing survey information from the Owner before starting work to ensure the tract boundary and all property lines are as accurate as possible.

3. Prepare civil and structural engineering improvements, including the following:
    a. Topographic survey
    b. Prepare site grading and paving improvements.
    c. Prepare onsite domestic distribution water service.
    d. Prepare fire access drive.
    e. Prepare drainage plans and mitigation plan.
    f. Prepare SWPPP plan.
    g. Prepare civil general construction notes.
    h. Prepare civil site plans and Dimensional Layout as provided by Owner.
    i. Attend design coordination meetings as required (3 total).
    j. Prepare structural plans for bulkheads, docks and
    k. Prepare civil plans and specification for permit and construction.
    l. Attend design coordination meetings as required (3 total).

m. Provide geotechnical report as required for the design of the project.

4. Permitting:
   a. Submit and obtain approval for permitting for civil site package to City of La Marque, Texas Parks and Wildlife, and Corps of Engineer as required.

5. Geotechnical Investigation:
   a. Provide soils boring as required for the civil/structural engineering design.

6. Environmental
   a. Delineation of Waters of the U.S.
   b. USACE Pre-Construction Notification
   c. Cultural Resources Desktop Review
   d. Phase I Archeological Survey
   e. GLO Lease Preparation

7. Coordination with Texas Parks and Wildlife
   a. Provide soils boring as required for the civil/structural engineering design.

The estimated for this work order (Work Order No. 2021-01) is as follows:
Lump Sum Fee not to Exceed $98,242.00

If you are in agreement with the professional engineering services that Adico, LLC will provide to the City of La Marque and with the fee amounts and basis of compensation for our services please sign both copies of this work order and return one copy to me.

Thank you for considering our firm for your professional engineering services.

Very truly yours,

Adico, LLC

Dinh V. Ho, P.E. 11/29/2021
Dinh V. Ho, P.E. Date

Accepted: City of La Marque, Texas

_____
Mr. Randall Aragon, Interim City Manager Date

CITY COUNCIL AGENDA FORM

Meeting Date:	December 13, 2021	Agenda item:	**11a**
Prepared by:	Kierra Nance	Reviewed by:	
Department:	Mayor & City Council		

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding appointments and/or reappointments to fill various positions of the Boards and Commissions

[X]

ATTACHMENTS FOR REFERENCE

1. Vacant or expiring members Boards and Commissions
2. Current applications on file

STAFF BRIEFING:

- Appointments and reappointments have been on the City Council agenda and a few vacancies have occurred within this time period that are critical to have full boards / commissions present to conduct business
- Yellow highlighted names and terms have expired OR the position is VACANT
- Green highlighted names will be expiring at the end of this year
- **MAYOR:** has (1) appointment to both the Cemetery Board and Parks Board
- **MAYOR PRO TEM/District B:** has (1) appointment to the Board of Adjustments, Building Standards, and Planning & Zoning and (2) appointments to Keep La Marque Beautiful
- **DISTRICT A:** has (1) appointment to both the Board of Adjustments and Planning & Zoning
- **DISTRICT C:** has (1) appointment to Keep La Marque Beautiful, Parks Board, and Planning & Zoning
- **DISTRICT D:** has (1) appointment to Building Standards, Cemetery Board, Keep La Marque Beautiful, and Planning & Zoning
- **CITY MANAGER:** has (1) appointment to Civil Service

HISTORY:

- Historically, appointments are made as vacancies occur (if possible) and as members reach the end of their terms, based on applications on file, and in accordance with ordinance

CITY COUNCIL AGENDA FORM

- The ordinance that establishes each Board and Commission requires that the positions be staggered; this is the reason that there are different years for terms ending

TARGET IMPLEMENTATION: As soon as possible, as to fill each Board or Commission with the number of members required to conduct City business

SIGNIFICANT ACTION DATES:
Some terms have ended and several more will expire at the end of this year

ACTION:

☐ Ordinance ☐ Resolution
☐ Special Presentation ☐ Proclamation
☐ Finance Report ☐ Public Hearing
☒ Other - appointments/or reappointments to Boards & Commissions
☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

Cost Details:	
Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Motion to approve appointments and/or reappointments to fill various positions of the Boards and Commissions

FISCAL IMPACT: **N/A (Boards and Commission members serve without pay)**

Boards & Commissions

Board/ Commission	Position	Name	Address	Appointed By	Appointment	Expiration	Need Reappointment
ADJUSTMENTS (953)	Member	Helen Kee	3103 Mc Arthur	D	21	23	N
ADJUSTMENTS (953)	Chairperson	David Pennington	924 Cypress	C	20	22	N
ADJUSTMENTS (953)	Member	Herman Harper	102 Union	A	19	21	Y
ADJUSTMENTS (953)	Member	Crystal Cooper (U)	521 Waterside Ridge Lane	M	21	22	N
ADJUSTMENTS (953)	Member	Lois M. Jones	2602 Meadow Lane	B	19	21	Y
ADJUSTMENTS (953)	Alternate	Shelia Brown	1125 Lake Rd	D	21	23	N
ADJUSTMENTS (953)	*Alternate*	*VACANT (E)*		*C*	*20*	*22*	*N*
ADJUSTMENTS (953)	EX-OFFICIO	OPEN					N/A
BUILDING STANDARDS (449)	Member	Maggie Manuel	1706 Crockett	C	20	23	N
BUILDING STANDARDS (449)	Member	Kaleb Smith	614 Benson St	D	19	21	Y
BUILDING STANDARDS (449)	Member	Diane Winston	1501 Colorado	B	19	21	Y
BUILDING STANDARDS (449)	*Member*	*VACANT (U)*		*M*	*20*	*22*	*Y*
BUILDING STANDARDS (449)	Member	Billy Jefferson	89 Borondo Reach	A	20	22	N
BUILDING STANDARDS (449)	Alternate	Delon Delafosse	222 Edgar	A	20	22	N
BUILDING STANDARDS (449)	Alternate	Daniel Brown	716 Amatto	M	21	23	N
BUILDING STANDARDS (449)	*Alternate*	*VACANT (U)*		*M*	*21*	*23*	*Y*
BUILDING STANDARDS (449)	EX-OFFICIO	DISTRICT A					N/A
CEMETERY (1033)	Member	Eligh Johnson (U)	406 Branch Oak Ct.	A	21	22	N
CEMETERY (1033)	Member	VACANT (E)		C	18	20	Y
CEMETERY (1033)	Member	Kurt Koopman	1004 Lilac	B	18	20	Y

Boards & Commissions

Board/ Commission	Position	Name	Address	Appointed By	Appointment	Expiration	Need Reappointment
CEMETERY (1033)	Chairperson	Bim Crowder	401 Texas Ave	D	19	21	Y
CEMETERY (1033)	Member	Alanah Brown (U)	716 Amatto	M	20	21	Y
CEMETERY (1033)	EX-OFFICIO	OPEN					N/A
CIVIL SERVICE (821)	Member	Lucy Glenn	824 Laurel	CM	19	22	N
CIVIL SERVICE (821)	Member	Morris Martin, Jr.	725 Lilac	CM	18	21	Y
CIVIL SERVICE (821)	Member	Samuel Swain (U)	1209 Foreman	CM	20	23	N
CIVIL SERVICE (821)	EX-OFFICIO	Patty Rees					N/A
ECONOMIC DEVELOPMENT (695)	Chairperson	Ron Crowder	4 Chimney Corners	C	20	26	N
ECONOMIC DEVELOPMENT (695)	Member	Gene Smith	2110 Evergreen	M	18	24	N
ECONOMIC DEVELOPMENT (695)	Member	Cleveland Lane (U)	1943 Duroux	A	20	22	N
ECONOMIC DEVELOPMENT (695)	Member	Bobby Hocking	614 Sunset Ln	B	19	25	N
ECONOMIC DEVELOPMENT (695)	Member	Tracie Steans	708 Amatto	D	20	26	N
ECONOMIC DEVELOPMENT (695)	EX-OFFICIO	MAYOR					N/A
KEEP LA MARQUE BEAUTIFUL (2017-0021)	*Member*	*VACANT*		*B*	*19*	*21*	*Y*
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Alanah Brown	716 Amatto	D	19	21	Y
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Re'Chard loftis (E)	309 Johnson	A	21	22	N
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Terry Pettijohn	41 Borondo Pines	M	20	22	N
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Kathy Herrin	56 Borondo Pines	B	19	21	Y
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Tracie Steans	708 Amatto	M	21	23	N

Boards & Commissions

Board/ Commission	Position	Name	Address	Appointed By	Appointment	Expiration	Need Reappointment
KEEP LA MARQUE BEAUTIFUL (2017-0021)	*Member*	*VACANT*		*C*	*20*	*21*	*Y*
KEEP LA MARQUE BEAUTIFUL (2017-0021)	Member	Ashley Gooden	3229 Taylor	D	21	23	N
KEEP LA MARQUE BEAUTIFUL (2017-0021)	EX-OFFICIO	DISTRICT D					N/A
PARKS (758)	Member	Al Reida	2621 Meadow Ln	C	19	21	Y
PARKS (758)	Member	Tamara Smith	614 Benson St	B	20	22	N
PARKS (758)	Member	Michael Bock	106 Longridge	M	21	23	N
PARKS (758)	Member	Bo Hunter	2613 Lake Park Dr	A	20	22	N
PARKS (758)	*Member*	*VACANT*		*M*	*49*	*21*	*Y*
PARKS (758)	Member	Larry Walker	PO Box 1785	D	21	23	N
PARKS (758)	Member	Herbert Franklin	8017 Big Oak Dr (TC)	A	20	22	N
PARKS (758)	Member	Tonia Griffin	2619 Bellview	M	20	22	N
PARKS (758)	EX-OFFICIO	DISTRICT B					N/A
PLANNING & ZONING (2014-0023)	Member	Augustino Molis	741 Spoonbill	A	20	22	N
PLANNING & ZONING (2014-0023)	Member	Alan Waters	#1 Pin Tail	B	19	21	Y
PLANNING & ZONING (2014-0023)	Member	VACANT		C	19	21	Y
PLANNING & ZONING (2014-0023)	Member	Chris Columbo	1206 Veronica	M	20	22	N
PLANNING & ZONING (2014-0023)	Member	VACANT		D	19	21	Y
PLANNING & ZONING (2014-0023)	Alternate	Stephanie Gordon (U)	105 Lake Rd	A	20	21	Y
PLANNING & ZONING (2014-0023)	Alternate	VACANT		B	19	22	N
PLANNING & ZONING (2014-0023)	EX-OFFICIO	DISTRICT C					N/A

Boards & Commissions

Board/ Commission	Position	Name	Address	Appointed By	Appointment	Expiration	Need Reappointment
TIRZ (2019-002)	Member	Alan Waters		ST. SEN	20		N
TIRZ (2019-002)	Member	Patty Shippley		ST. REP	20		N
TIRZ (2019-002)	Chairperson	VACANT		M	20	22	N
TIRZ (2019-002)	Member	Darlene Barnes		M	20	22	N
TIRZ (2019-002)	Member	Doug Boudoin		M	20	22	N
TIRZ (2019-002)	Member	Cheryl Farrell		M	20	22	N
TIRZ (2019-002)	Member	Kim Cavarretta		M	20	22	N
TIRZ (2019-002)	Member	Al Horcica		M	20	22	N
TIRZ (2019-002)	Member	VACANT		M	20	22	N

RECEIVED
NOV 10 A.M.
BY: LL

CANDIDATE APPLICATION FORM
FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS
OF
THE CITY OF LA MARQUE

City Council will review applicants interested in serving on a City Board and/or City Commission. Information disclosed on this application may be subject to disclosure under the Public Information Act.

Please type or print information:

Name: BRADLEY JAY STEPHENSON

Home Address: 2603 MEADOW LN

City: LA MARQUE Zip: 77568 (must be a La Marque resident at least 12 months)- unless applying for membership to the Planning and Zoning Commission which requires -

Must provide two (2) forms) of residency authentication: Resident Authentication provided: (1) TEXAS DL – (2) TEXAS AUTO INSURACE

Home Telephone: N/A Cell: 409.739.8323 E-mail: bsteph9360@yahoo.com

Board Preference 1: PLANNING & ZONING

Board Preference 2: N/A

Profession: RETIRED ESTIMATOR (INDUSTRIAL CONSTRUCTION)

Special Knowledge or Experience applicable to City Board/Commission function:

40 YEARS EXPERIENCE WITH RULES/SPECFICATIONS

Other Information (Civic Activities): N/A

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

Signature: Bradley Jay Stephenson Date: 11/9/2021

PLEASE RETURN COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE, 1111 BAYOU RD, LA MARQUE, TEXAS 77568. APPLICATIONS WILL REMAIN ON FILE FOR TWO YEARS.

Robin Eldridge

From: noreply@civicplus.com
Sent: Saturday, June 12, 2021 5:24 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	Alexa
Last Name	Cross
Address1	633 Sable Terrace Lane
Address2	*Field not completed*
City	La Marque
State	Texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	713-724-6105
Profession	Senior IT Analyst Healthcare (Retired)

Robin Eldridge

From: noreply@civicplus.com
Sent: Monday, August 23, 2021 6:28 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Keep La Marque Beautiful Commission
Board Preference 2:	Parks Board
First Name	Sarah
Last Name	Dougherty
Address1	2503 CEDAR DR
Address2	Apt, suite, floor, etc
City	La Marque
State	TX
Zip	77568-3917
Are you a resident of La Marque?	Yes
Phone Number	4097951366
Profession	Vice CEO at Six Brothers Concrete Pumping

Special Knowledge or Experience applicable to City Board/Commission function:	I am aware of Code of Ordinances, and if I do not know, I will find out I also get a long with everyone, and I enjoy making others smile
Other Civic Activities:	Voting, volunteering, and giving back
Disclaimer	I understand and agree,
Disclaimer	I understand and agree
Today's Date	8/23/2021 6 30 PM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Thursday, August 12, 2021 6:23 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Keep La Marque Beautiful Commission
Board Preference 2:	Parks Board
First Name	Kimberly
Last Name	Hall
Address1	1412 Goliad Ave
Address2	*Field not completed.*
City	La Marque
State	TX
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	281-905-1233
Profession	Tech Support

Special Knowledge or Experience applicable to City Board/Commission function:	N/a
Other Civic Activities:	*Field not completed*
Disclaimer	*Field not completed*
Disclaimer	*Field not completed*
Today's Date	*Field not completed*

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Special Knowledge or Experience applicable to City Board/Commission function:	40+ years of experience as a Director and Manager of Health Information Management in 5 Major Health Systems in Houston and Galveston. Excellent people skills working with employees, patients and physicians. Managed Budgets for departments with 80+ employees. Worked as a consultant in semi-retirement including a 2 month project in Beijing, China requiring diplomacy in addition to technical skills. Masters Degree in Human Relations and Supervision from Louisiana Tech University. Resume available on request.
Other Civic Activities:	14+ years as a Core Team Member and School Captain for CYCLE Houston, a 501C(3) Charity that rewards children in Title 1 schools who improve their reading skills(in a 4+ county program). Have held postiions in professional organizations at a local, area and state level in both Texas and Louisiana.
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	6/12/2021 4:45 PM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Wednesday, June 2, 2021 9:24 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Planning & Zoning Commission
Board Preference 2:	Civil Service Commission
First Name	christopher
Last Name	ovalle
Address1	2401 BELUCHE DR
Address2	2307 59th street
City	Galveston
State	TX
Zip	77551
Are you a resident of La Marque?	No
Phone Number	4096827658
Profession	Security

Special Knowledge or Experience applicable to City Board/Commission function:	i have a lot of experince
Other Civic Activities:	anything and everything
Disclaimer	I understand and agree.
Disclaimer	I understand and agree.
Today's Date	6/2/2021 9:30 PM

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Robin Eldridge

From: noreply@civicplus.com
Sent: Tuesday, May 11, 2021 3:35 PM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Cemetery Board
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	Joel
Last Name	Camacho
Address1	25 Borondo Stretch
Address2	*Field not completed.*
City	La Marque
State	Texas
Zip	77658
Are you a resident of La Marque?	Yes
Phone Number	409-762-0148
Profession	Academic Advisor College of the Mainland

Special Knowledge or Experience applicable to City Board/Commission function:	Being professional in attitude and ambition, my desire is to utilize my knowledge and skills by being of service in my profession and to my community. I offer outstanding communication skills with attention to detail.
Other Civic Activities:	Current and Past Civic Activities: Coastal Community Federal Credit Union Board Of Director, Real Estate Adjunct Instructor, Head Start , Policy Council Member.
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	5/5/2021 2:00 PM

Email not displaying correctly? View it in your browser.

Robin Eldridge

From: noreply@civicplus.com
Sent: Wednesday, May 5, 2021 10:19 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Parks Board
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	Grayling
Last Name	Alexander
Address1	623 Catalina Cove Lane
Address2	*Field not completed.*
City	La Marque
State	Texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	4095020192
Profession	Coordinator

Special Knowledge or Experience applicable to City Board/Commission function:	Director for non profit programs in Galveston County for over 25 years. Taught at both junior colleges and work with high risk youth and families in developing community based programs.
Other Civic Activities:	past President for YMCA, Boys and Girls Club, various youth base programs...
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	5/5/2021 10:15 AM

Email not displaying correctly? View it in your browser.

Robin Eldridge

From: noreply@civicplus.com
Sent: Tuesday, January 5, 2021 9:43 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Keep La Marque Beautiful Commission
Board Preference 2:	Board of Adjustment
First Name	Raushida
Last Name	Robinson
Address1	2306 Downey drive
Address2	*Field not completed.*
City	la marque
State	texas
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	3469019943
Profession	Vocational Guidance Specialist

Special Knowledge or Experience applicable to City Board/Commission function:	2020 City Council candidate, Community cleanup,
Other Civic Activities:	Community Development, Leadership, Volunteer deputy registrar (VDR)
Disclaimer	I understand and agree,
Disclaimer	I understand and agree.
Today's Date	1/5/2021 9:45 AM

Email not displaying correctly? View it in your browser.

Robin Eldridge

From: noreply@civicplus.com
Sent: Friday, January 29, 2021 11:56 AM
To: Robin Eldridge
Subject: Online Form Submittal: CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Follow Up Flag: FollowUp
Flag Status: Flagged

CANDIDATE APPLICATION FORM FOR COUNCIL-APPOINTED BOARDS & COMMISSIONS

Board Preference 1	Economic Development Corporation
Board Preference 2:	Keep La Marque Beautiful Commission
First Name	veverly
Last Name	sumlin
Address1	1712 Rosealee St
Address2	*Field not completed*
City	LaMarque
State	tx
Zip	77568
Are you a resident of La Marque?	Yes
Phone Number	8326632950
Profession	accounting
Special Knowledge or Experience applicable to City Board/Commission function:	30 years of work experience in accounting able to lead with impartiality ,straightforwardness value the city of lamarque and will use discreation and confidentiality in a professional way I will bring diversity to the board I serve in my community and would love to expand my knowledge of government
Other Civic Activities:	M&D Social and Riding Club- Heroines of jericho-NAACP
Disclaimer	I understand and agree

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Today's Date	1/29/2021 11:45 AM

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