



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
May 8, 2023**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **May 8, 2023**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom (<https://zoom.us/j/92493940502>)**. In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

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

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.*

5. ORDINANCES

Discussion/ possible action regarding approving:

5.I. Ordinance No. O-2023-0003

Amending the City's zoning map and comprehensive plan by changing the zoning regulations of real property commonly known as 5401 FM 1765 La Marque, TX 77568

THIS ITEM WAS TABLED APRIL 24, 2023

Documents:

[AGENDA FORM - 5401 FM 1765 - REZONE.PDF](#)
[MEMO-UPDATE ON 5401 TEXAS AVENUE.PDF](#)
[5401 FM 1765 REZONE.PDF](#)
[PANDZ STAFF REPORT - 5401 FM 1765 REZONE.PDF](#)
[PAND Z - REZONE APP.PDF](#)

5.II. Ordinance No. O-2023-0004

Amending the fiscal year 2021-22 Budget for various funds' expenditures by decreasing various funds' fund balances, increasing certain expenditures to individual budget accounts in various funds, and increasing certain revenues in various funds as set forth in Exhibit A.

Documents:

[AGENDA FORM- BUDGET AMENDMENT 2022 YE FIRST READING.PDF](#)
[ORDINANCE- YEAR END BUDGET AMENDMENT 2022.PDF](#)
[YE AMENDMENT EXHIBIT A.PDF](#)

6. RESOLUTIONS

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

6.I. Resolution No. R-2023-0026

Finding that Centerpoint Energy Houston Electric, LLC's application or approval to amend its distribution cost recovery factor to increase distribution rates within the city should be denied

Documents:

[DENIAL RESOLUTION - 2023 CENTERPOINT DCRF.PDF](#)
[STAFF REPORT RE DENIAL RESOLUTION - 2023 CENTERPOINT DCRF.PDF](#)

6.II. Resolution No. R-2023-0027

Finding that Texas-New Mexico Power Company's application for approval to amend its distribution cost recovery factor to increase distribution rates within the city should be denied

Documents:

[DENIAL RESOLUTION - 2023 TNMP DCRF.PDF](#)
[STAFF REPORT RE DENIAL RESOLUTION - 2023 TNMP DCRF.PDF](#)

6.III. Resolution No. R-2023-0028

Supporting the City of La Marque's application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside (TA) call for projects

Documents:

[RESOLUTION - TA.PDF](#)
[230508 TXDOT TA APPLICATION .PDF](#)
[2023-TA-PRELIMINARY-APPLICATION_DELANY.PDF](#)
[2023-TA-PRELIMINARY-APPLICATION_SH3_01.27.2023.PDF](#)

[2023-TA-PRELIMINARY-APPLICATION_BAYOU.PDF](#)
[TA-2023CALL-ANNOUCEMENT.PDF](#)
[COLM - WORK ORDER 2023-01 2023 TXDOT TA CALL FOR PROJECT APP_SIGNED.PDF](#)
[2023 TA PROGRAM GUIDE.PDF](#)

6.IV. Resolution No. R-2023-0029

Authorizing the release of a restrictive covenant; making various findings; and providing an effective date

Documents:

[RESTRICTION RESOLUTION RELEASE.PDF](#)
[RESTRICTION RELEASE EXHIBIT 1.PDF](#)
[RESTRICTION RELEASE EXHIBIT 2.PDF](#)

6.V. Resolution No. R-2023-0030

Approving a Preliminary Plat for Trails at Woodhaven Lakes Section 2

Documents:

[TRAILS AT WOODHAVEN LAKES DOCUMENTS.PDF](#)
[RESOLUTION - TRAILS AT WOODHAVEN LAKES SECTION 2.PDF](#)

6.VI. Resolution No. R-2023-0031

Authorizing a Memorandum of Understanding (MOU) with Galveston County Health District (GCHD) for Naloxone Supply

Documents:

[AGENDA FORM- MOU--GALVESTON COUNTY HEALTH DISTRICT \(NALOXONE SUPPLY\).PDF](#)
[RESOLUTION - NALOXONE SUPPLY MOU.PDF](#)
[GCHD--PROPOSED NALOXONE MOU WITH LMPD.PDF](#)

6.VII. Resolution No. R-2023-0032

Issuing a Purchase Order to Zone Industries (Precision Pump Systems) to provide and install new Variable Frequency Drives (VFDs), Line Reactors, and Surge Suppression at the 1764 Pump Station Facility in the amount of \$75,540.32

Documents:

[AGENDA FORM- ZONE INDUSTRIES.PDF](#)
[RESOLUTION - PRECISION PUMPS.PDF](#)
[QUOTE 1764 BOOSTER VFDS - BUY BOARD.PDF](#)
[RE_ 1764 WATER FACILITY UPDATES.PDF](#)
[RE_ FM 1764 WATERPLANT VFD REPAIR.PDF](#)
[VFD REPAIR RECOMMENDATION.PDF](#)
[AGENDA FORM- ZONE INDUSTRIES - 1764 PS.PDF](#)
[BUY BOARD VENDOR INFO.PDF](#)

6.VIII. Resolution No. R-2023-0033

Awarding of Westlawn Flood Control and Drainage project Bid to AR Turnkey Construction

Documents:

[AGENDA FORM - WESTLAWN PROJECT FD.PDF](#)
[RESOLUTION - WESTLAWN DRAINAGE PROJECT.PDF](#)
[AUGF_LAMARQUE 20-065-105-C287.PDF](#)
[BID RESULTS - WESTLAWN HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS.PDF](#)
[PERFORMANCE STATEMENT.PDF](#)
[AR TURNKEY BID SUBMITTAL.PDF](#)

7. CITY MANAGER REPORT

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

- City Engineer Report
- MEMO-City Clerk
- MEMO- Board of Adjustments
- MEMO- 5401 Texas Ave
- MEMO- La Marque 2050
- MEMO- Finance Software
- Award- Leading the Way in Advancing Government Telecommunications (NATOA)

Documents:

[CITY ENGINEER REPORT APRIL 2023.PDF](#)
[MEMO- CITY CLERK.PDF](#)
[MEMO- MAY BOA MEETING.PDF](#)
[MEMO- LA MARQUE 2050.PDF](#)
[STRATEGIC PLANNING ROADMAP.PDF](#)
[STRATEGIC PLANNING IN SMALL COMMUNITIES FINAL_1.PDF](#)
[MEMO- ACCOUNTING SOFTWARE CHANGE.PDF](#)
[NATOA - BROADCAST INFORMATION.PDF](#)
[NATOA - BROADCAST.PDF](#)

8. NEW BUSINESS

Items presented to the Council for discussion and possible action:

8.I. Regular Meeting May 22, 2023

Discussion/ possible action regarding canceling the May 22, 2023 Meeting

8.II. Request For New Programs And Events

Discussion/possible action regarding approving a proposal process for new programs and events in the City of La Marque

Documents:

[COLM EVENT OR PROGRAM PROPOSAL MEMO.PDF](#)
[PROGRAM OR EVENT FACILITY USE AGREEMENT - REV 5-3-23.PDF](#)

8.III. Procurement Card

Discussion/possible action regarding approving participation in the Tarrant County contract with JP Morgan Chase bank for City's procurement card program

Documents:

[AGENDA FORM-PROCUREMENT CARD PROGRAM 2023 CHASE.PDF](#)
[02 FIN 1C TARRANT COUNTY 2020-103_RFP.PDF](#)
[02 FIN 1D TARRANT COUNTY CONSORTIUM MASTER AGREEMENT 08 2020.PDF](#)
[02 FIN 1B REBATE CHART.PDF](#)

8.IV. FY 2023 Rural And Small Department Violent Crime Reduction Program

Discussion/ possible action regarding submitting an application for the FY 2023 Rural and Small Department Violent Crime Reduction Program

Documents:

[AGENDA FORM - RURAL AND SMALL DEPARTMENT VIOLENT CRIME REDUCTION PROGRAM.PDF](#)
[BJA FY 23 RURAL AND SMALL DEPARTMENT VIOLENT CRIME REDUCTION PROGRAM.PDF](#)

8.V. Upcoming Events

City Events and Important Dates for Community Awareness:

- World Facilities Management Day May 10, 2023
- The Great American Cleanup May 20, 2023
- Economic Development Week May 8-12, 2023
- Drinking Water Week May 7-13, 2023
- National Police Week May 14-20, 2023
- Public Works Week May 21-27, 2023

Documents:

[GREAT AMERICAN CLEAN UP.JPG](#)

8.VI. Items For The Good Of The Order

Additional items to bring awareness to Council and the Community as well as future agenda item requests are accepted at this time.

9. EXECUTIVE SESSION

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

10. ACTIONS TAKEN FROM EXECUTIVE SESSION

11. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on May 5, 2023 at 2:30 p.m.

Kierra K. Nance, TRMC

City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023
Prepared by: Kathleen Van Stavern
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action to issue a final report and provide a recommendation to City Council on a request to change the zoning district from (R-1) Single Family Residential to (C-1) General Commercial for a tract of land out of the S. F. Austin League Sur Tract, abstract 2 Page 1 & 4 Tract No. 99, 2.098 Acres, Property ID #131496
Street address: 5401 FM 1765 La Marque, TX 77568

THIS ITEM WAS TABLED APRIL 24, 2023

ATTACHMENTS FOR REFERENCE:

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

STAFF BRIEFING:

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

HISTORY:

- 02/01/2023 - A Pre-development meeting was held to discuss this project, city staff advised developer that a rezone from R-1 single family residential to C-1 General Commercial or C-3 Corridor Commercial would be required for retail development.
- 02/23/2023 - Developer submitted a rezone application and all required documents.
- 03/28/2023 - Planning & Zoning meeting recommended approval of the rezone request from R-1 Single Family Residential to C-1 General Commercial
- 04/10/2023 - Item was tabled by City Council
- 04/24/2023 - Item was tabled by City Council

TARGET IMPLEMENTATION: Upon City Council approval after 1st and 2nd reading.

SIGNIFICANT ACTION DATES: N/A

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	



CITY COUNCIL AGENDA FORM

ACTION:

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

Line Items #	
Other Funding	

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

FISCAL IMPACT: N/A



Office of the City Manager

COUNCIL MEMORANDUM

Agenda #:

To: City Council **Date:** May 8, 2023

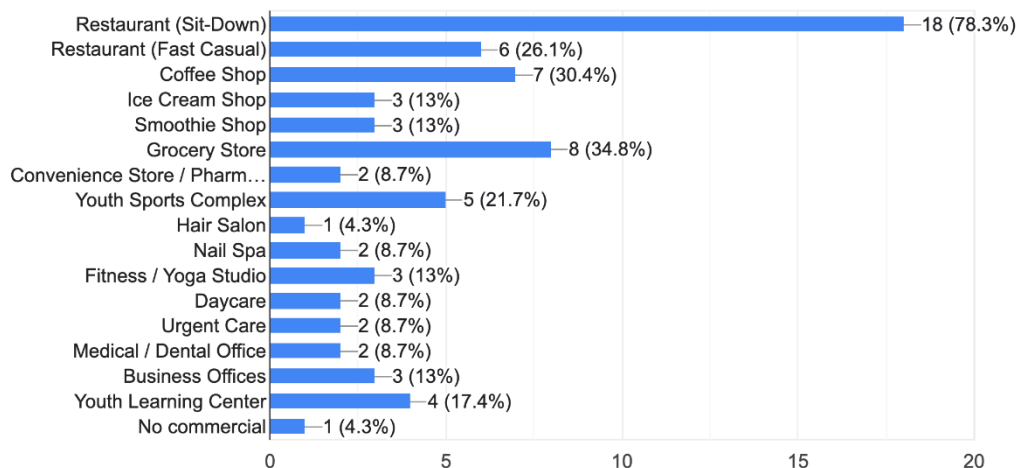
From: City Manager, City Manager

Re: Update on 5401 Texas Avenue – 2 acres adjacent to Delany Cove/across Saltgrass

At the April 24th Council Meeting, a request for zoning change was brought forward in regard to this property (after being tabled originally at the April 10th meeting) and residents expressed concerns regarding the type of commercial business that would be welcomed at the specific location. The day after, we met with the landowner/ developer to gain some insight and clarify some factors regarding the previous night's concerns. Following the meeting, correspondence began between the developer and the two HOA Presidents in hopes of getting a formidable path forward for the property. We are happy to report that, at the time of this message, all three parties are working on a solution moving forward, including a survey that has gone out to residents as to what type of development they wish to see on the site. Both HOA Presidents have assisted the developer in this process by helping to circulate the survey. Below are the preliminary results of the survey thus far.

Which of the following would you like to see?

23 responses



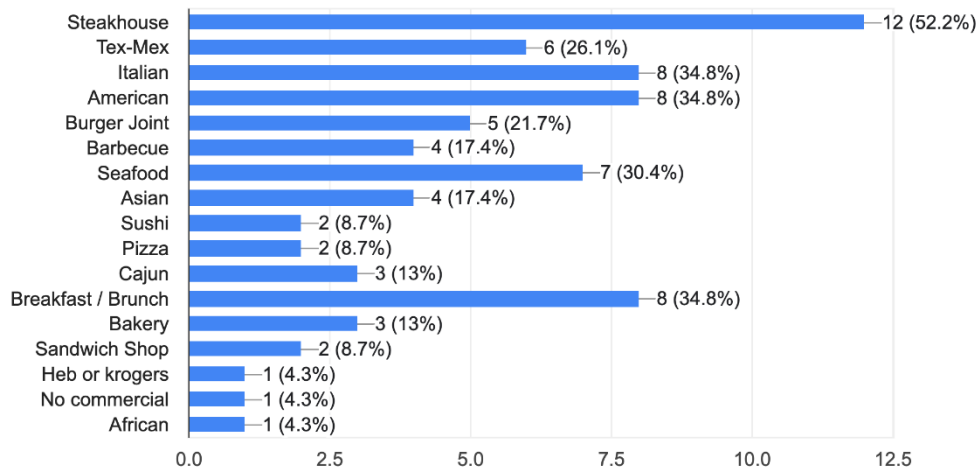
LA MARQUE

EST 1953

Office of the City Manager

What type of new restaurant would you prefer in the neighborhood?

23 responses



We hope this information aids in your decision-making as your deliberate on this item.

END OF MEMORANDUM



ORDINANCE NO. O-2023-00

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS AMENDING THE CITY’S ZONING MAP AND COMPREHENSIVE PLAN BY CHANGING THE ZONING REGULATIONS OF REAL PROPERTY COMMONLY KNOWN AS 5401 FM 1765 LA MARQUE, TX 77568, TEXAS PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION; PROVING AND EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, The Owner of a tract of land out of the S. F. Austin League Sur Tract, abstract 2 Page 1 & 4 Tract No. 99, 2.098 Acres, Property ID #131496 and commonly known as 5401 FM 1765 La Marque, TX 77568 (the “Property”) submitted an application for the City to amend the zoning district of Owner’s property, from Single Family Residential to General Commercial.

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

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

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

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

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

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

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

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

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

Section 7. Publication and Effective Date. This Ordinance shall be effective immediately upon adoption, public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED AND APPROVED by the City Council of the City of La Marque on First Reading this ____ day of _____, **2023**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____, **2023**; and

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: March 28, 2023

Agenda Item: Discussion / possible action regarding on a request to change the zoning district from (R-1) Single Family Residential to zoning district (C-1) Commercial or (C3) Corridor Commercial for a tract of land out of the S. F. Austin League Sur Tract, abstract 2 Page 1 & 4 Tract No. 99, 2.098 Acres, located at 5401 FM 1765 (Galveston County Property ID #131496 Street address: 5401 FM 1765 La Marque, TX 77568

Item Type: ZONE CHANGE

Standard for Approval:

Either 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 212, Texas Local Government Code

Council approval: Required, 1st and 2nd reading for final approval.

Public comments: None

Recommendation:

Motion to recommend approval of a zone change from (R-1) Single Family Residential to (C-1) General Commercial or (C-3) Corridor Commercial for a tract of land out of the S. F. Austin League Sur Tract 99, being 2.098 acres, Abstract No. 2, page 1 & 4 located at 5401 FM 1765 (Galveston County Property ID # 131496, Street address: 5401 FM 1765 La Marque, TX 77568

Planning & Zoning Commission Decision:

Motion was unanimously approved to allow a re-zone from (R-1) Single Family Residential to (C-1) General Commercial for a tract of land out of the S. F. Austin League Sur Tract 99, being 2.098 acres, Abstract No. 2, page 1 & 4 located at Street address: 5401 FM 1765 La Marque, TX 77568 (Galveston County Property ID # 131496)



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: 02/15/2023 Smart Gov Project # _____
Name of Agent: Michael Haapaniemi (Piney Point Development, LLC) Phone: 713.304.7552
Address: 1220 Blalock Rd., STE 300 City: Houston Zip Code: 77055
Name of Owner: Piney Point Development, LLC Phone: 713.304.7552
Address: 1220 Blalock Rd., STE 300 City: Houston Zip Code: 77055
Property Legal Description: ABST 2 PAGE 1 & 4 S F AUSTIN SUR TR 99 2.098 ACRES Parcel ID #: 131496 (Galveston CAD Property ID)
Property Address: 5401 Texas Ave, La Marque, TX 77568
Plot of Area Attached: ☒ Yes ☐ No Metes and Bounds Attached: ☒ Yes ☐ No
Present Zoning: ☐ L1 ☐ L2 ☐ C1 ☐ C2 ☐ C3 ☐ C4 ☒ R1 ☐ R2 ☐ R3 ☐ A ☐ MHP ☐ RCZ ☐ PD1 ☐ PUB
Reason for Zone Change: Site not suitable or efficient for single family development; developer seeks to explore either retail center or business park application
Desired Outcome: Rezone to C1 or C3

APPLICATION CHECKLIST:

- ☒ SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES
(SIZE: 8.5 x 11, if larger than 8.5 x 11, please fold to appropriate size)
- ☒ SURVEY (2 COPIES THAT ARE TO SCALE)
- ☒ CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS
- ☒ TITLE REPORT (if purchased in the last 60 days) OR
- ☐ PLANNING LETTER
- ☒ NON-REFUNDABLE APPLICATION FEE (Payable to the City of La Marque) FEE SCHEDULE ATTACHED

(THIS SECTION FOR CITY OFFICE USE ONLY)

Submitted to the Board on: MARCH / 28 / 2022
Approved: YES Denied: _____ Other: _____
Comments: Rezone to C-1 General Commercial was unanimously approved by P & Z commission. 1st reading and approval by City Council is pending the April 10th Council meeting and second reading at the Council meeting on April 24th, 2023.

APPLICANTS CERTIFICATE

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

Signature of Applicant: [Signature] Date: 2/15/23





CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9204 Permits@CityofLaMarque.org

Rezone Application

NOTE: ALL PLANNING & ZONING MEETINGS are held on the 4th TUESDAY OF THE MONTH.
Applications for a REZONE must be RECEIVED 30 DAYS prior to the 4th Tuesday of the month to be considered for the next Planning & Zoning Commission Meeting.

THE FOLLOWING SCHEDULE OF FEES SHALL APPLY FOR A ZONING CHANGE REQUESTS

A. 0 – 25 ACRES:

1. \$600.00 plus \$50.00 for each type of rezoning requested; or
2. \$740.00 if planned development unit

B. 26 – 50 ACRES:

1. \$700.00 plus \$50.00 for each type of rezoning requested; or
2. \$850.00 if planned development unit

C. 51 – 75 ACRES:

1. \$800.00 plus \$50.00 for each type of rezoning requested; or
2. \$1050.00 if planned development unit

D. 76 – 100 ACRES:

1. \$900.00 plus \$50.00 for every type of rezoning requested; or
2. \$1050.00 if planned development unit

E. 100 + ACRES:

1. \$1000.00 plus \$50.00 for every type of rezoning requested;
or
2. \$1250.00 if planned development unit

F. Re-Plats: NO CHARGE

G. Zoning Letter / Certificate of Compliance: \$50.00

H. Notification fee per owner: \$9.00 = cost per notice mailed

I. Published Notice:(Per LGC Section 231.017) \$150.00 cost per newspaper AD





1000

205

0-7-10-89888-1

2
3AC

DELANEY ROAD (75' PUBLIC R.O.W.)

(100' PUBLIC ROW)

IMPORTANT: This is a **preliminary** list of names of companies that have been identified as having been involved in the production of asbestos-containing materials. This list is not intended to be a comprehensive list of all companies that have been involved in the production of asbestos-containing materials. It is intended to provide information to the public regarding the companies that have been identified as having been involved in the production of asbestos-containing materials. The list is based on information received from the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Health and Human Services (HHS). The list is not intended to be a comprehensive list of all companies that have been involved in the production of asbestos-containing materials. It is intended to provide information to the public regarding the companies that have been identified as having been involved in the production of asbestos-containing materials. The list is based on information received from the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Health and Human Services (HHS).

PROPERTY TO WHICH PROCESS IS APPLIED IS: _____, ACCORDING TO FILED MAP NO. _____.

SUBJECT: _____ DATE: 05-12-2011 BY: CLARKE/MS PLATTING ONLY. VS

DO NOT ASSUME RESPONSIBILITY FOR EXACT REPRESENTATION.

RETURN ANY REPLY/REQUEST FOR MORE DETAILS, OR CONSTRUCTION OF EASEMENTS, TO: CLARKE/MS, 601 N. GUYANA, SUITE 200, CHICAGO, IL 60610. (773) 344-1100. FAX: (773) 344-1101. E-MAIL: CLARKE@CLARKE-MS.COM.

THIS EASEMENT AGREEMENT IS PART OF A SET OF EASEMENT AGREEMENTS. PLEASE SEE ALL EASEMENT AGREEMENTS FOR THE COMPLETE SET OF TERMS AND CONDITIONS.

1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 26

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M 00.50.17 N

BLOCK 1
LANDING AT DELANY COVE
SEC 2
PLAT NO. 2015030502

295.16°

2.0000 ACRES
(87,119 SQ. FT.)
VACANT TRACT

S 89°13'45" W

295.16°

POINT OF BEGINNING

POINT OF COMMENCING

F.M. HIGHWAY NO. 1765
(100' PUBLIC R.O.W.)

BLOCK 1
LANDING AT DELANY COVE
SEC 2
PLAT NO. 2015030502

S 00.50'17" E

295.16'

10

1

CHINESE UNIVERSITY OF PETROLEUM

POINT OF BEGINNING

1202

POINT OF COMMENCING

CALLLED 102.19 ACRES
C.F. NO. 9956861

N 00°50'17" W
295.16'

CALLLED 10.061 ACRES
C.F. NO. 2018046352

BLOCK 1
LANDING AT DELANY COVE
SEC 2
PLAT NO. 2015030502

RESTRICTED RESERVE "A"
CALLED 0.16 ACRES

N 89°13'45" E

295.16'

2.0000 ACRES
(87,119 SQ. FT.)
VACANT TRACT

S 00°50'17" E

295.16'

BLOCK 1
LANDING AT DELANY COVE
SEC 2
PLAT NO. 2015030502

RESTRICTED RESERVE "A"
CALLED 0.16 ACRES

S 89°13'45" W

295.16'

POINT OF BEGINNING

POINT OF COMMENCING

F.M. HIGHWAY NO. 1765
(100' PUBLIC R.O.W.)

DELANEY ROAD
(75' PUBLIC R.O.W.)

DELANEY ROAD
(75' PUBLIC R.O.W.)

POINT OF COMMENCING

POINT OF BEGINNING

BLOCK 1
LANDING AT DELANY COVE
SEC 2
PLAT NO. 2015030502

RESTRICTED HIGHWAY 7A
CALLED 0.116 ACRES

295.16'

N 89°13'45" E

BLOCK 1
LANDING AT DELANY COVE
SEC 2
PLAT NO. 2015030502

S 00°50'17" E

295.16'

2.0000 ACRES
(87,119 SQ. FT.)
VACANT TRACT

295.16'

S 89°13'45" W

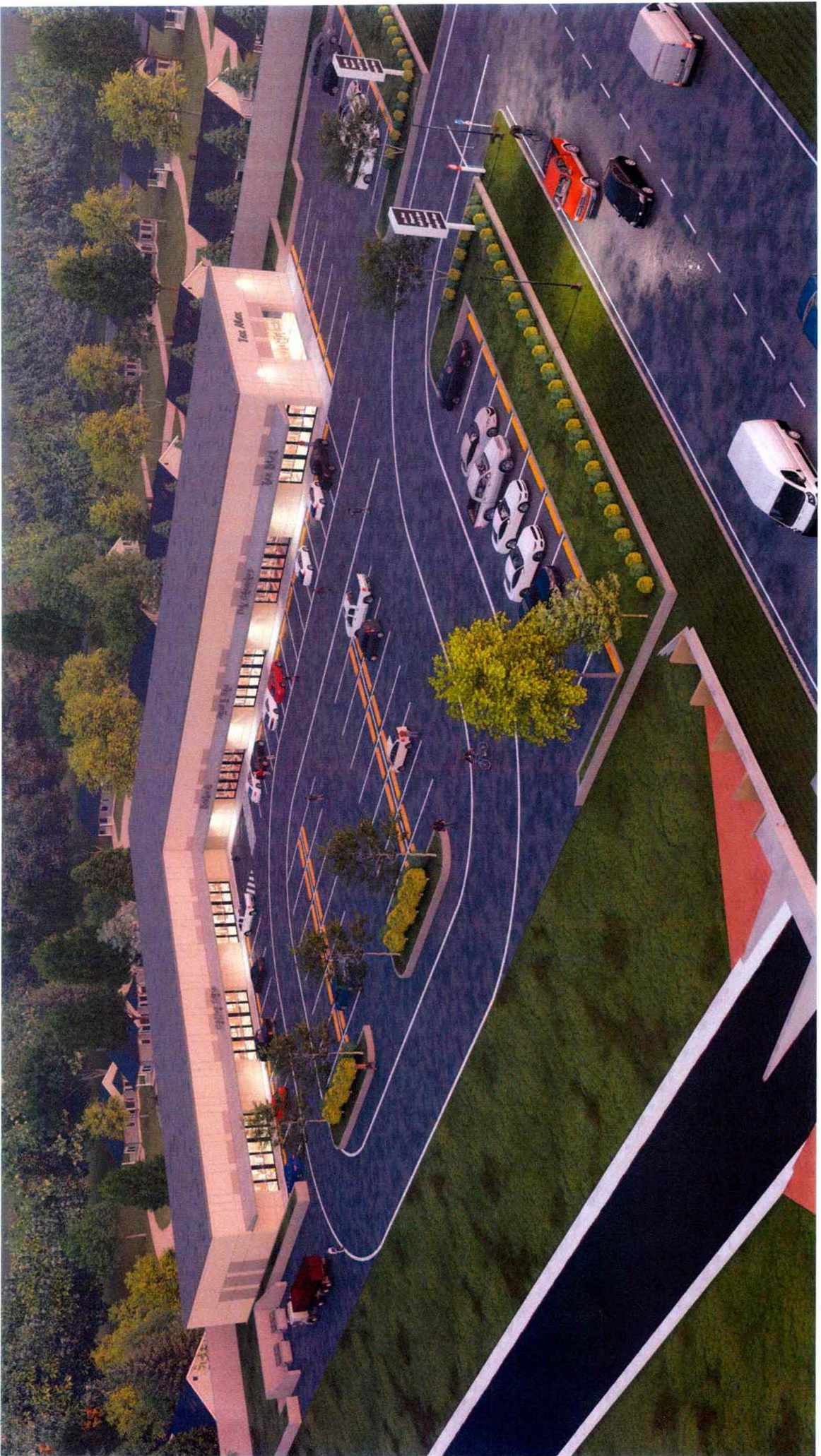
N 00°50'17" W

295.16'

(CALLED N 00°49'20" W)
(CALLED N 00°10'00" W)

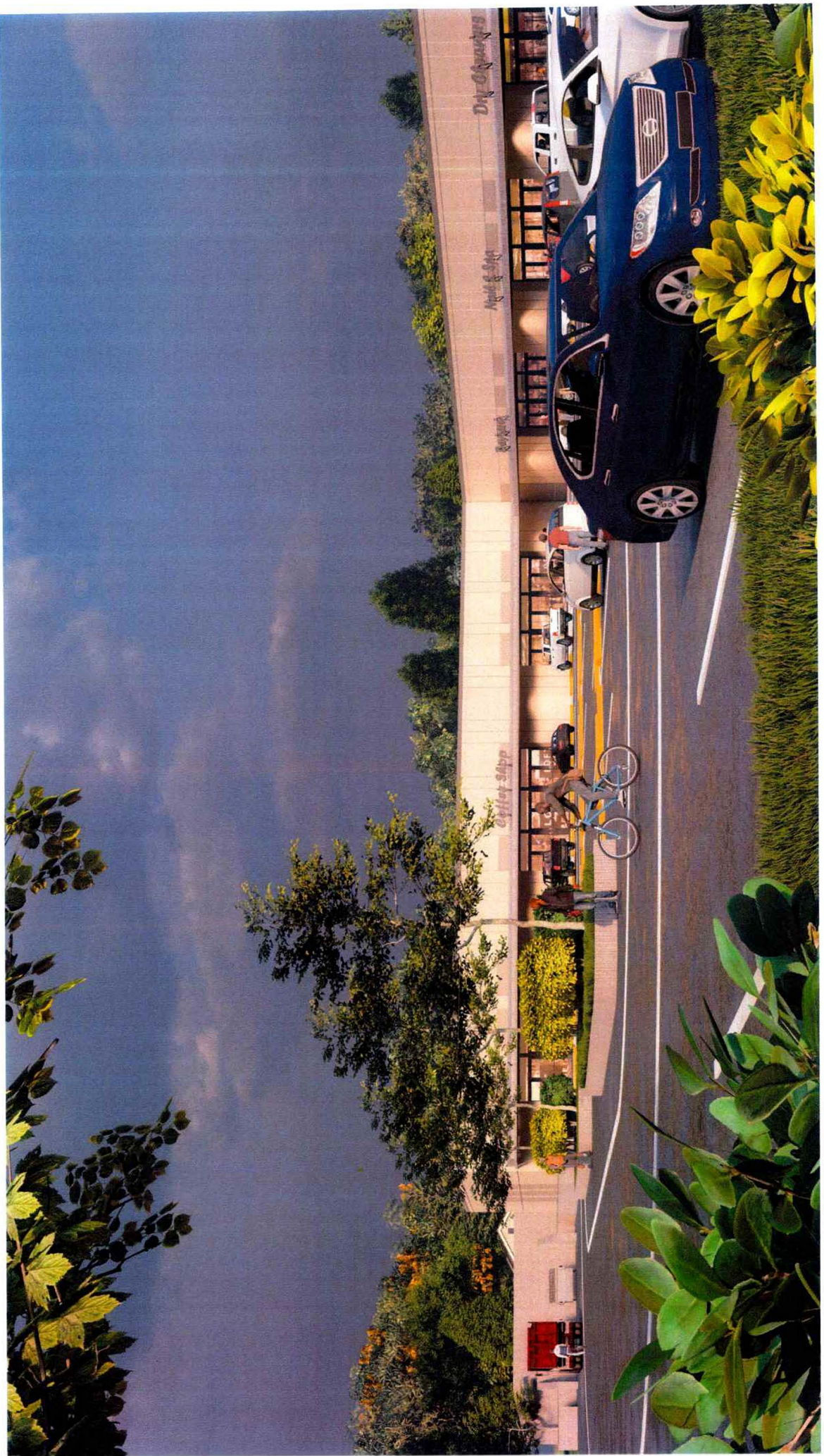
CALLED 102.19 ACRES
C.F. NO. 9956861

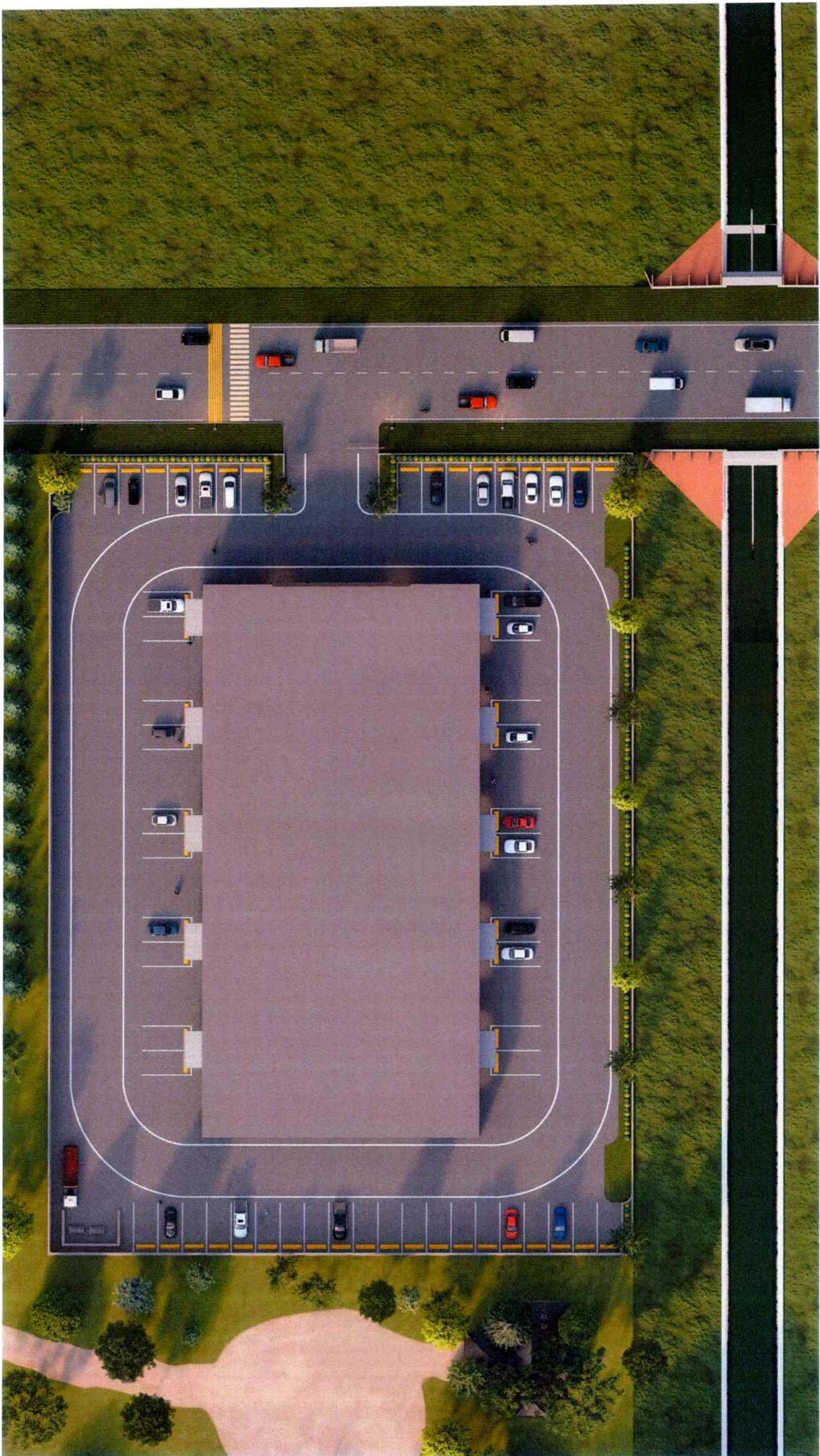
F.M. HIGHWAY NO. 1765
(100' PUBLIC R.O.W.)

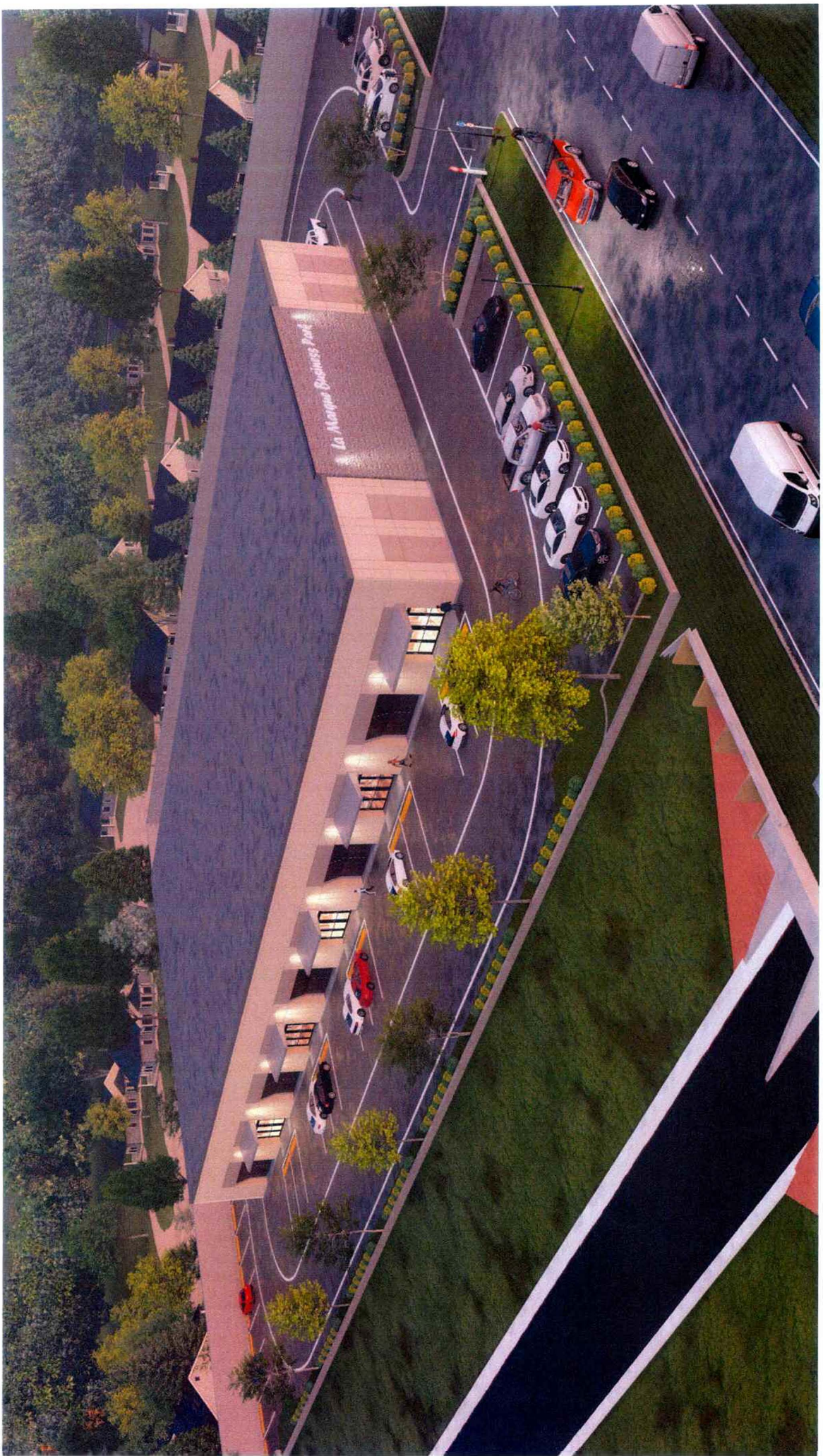


















CITY COUNCIL AGENDA FORM

Meeting Date: **May 8, 2023**

Prepared by: Suzy Kou

Department: Finance

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting an Amending the fiscal year 2021-22 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

☒ x

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, capital projects fund, and disaster fund 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: June 12, 2023

SIGNIFICANT ACTION DATES:

May 8, 2023 - First reading of the ordinance

June 12, 2023 - Second reading of the ordinance



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	-0-
Actual Bid	
Estimated Expenditure	See Exhibit A
Acct. Name(s)	See Exhibit A
Line Items #	See Exhibit A
Other Funding	

STAFF'S RECOMMENDATION: Motion to approve an Ordinance Amending the 2021-22 budget.

FISCAL IMPACT: See Exhibit A

ORDINANCE O-2023-00

AN ORDINANCE AMENDING THE CITY OF LA MARQUE 2021-2022 BUDGET FOR VARIOUS EXPENDITURES AT THE END OF FISCAL YEAR 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 ATTACHED EXHIBIT "A" BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS;

Section 1. That the City La Marque 2021-2022 Fiscal Year Budget is hereby amended for various expenditures at end of fiscal year by decreasing various funds' fund balances and increasing certain expenditures to the individual budget accounts in various funds and increasing certain revenues in various funds as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance 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*.

PASSED AND APPROVED by City Council of the City of La Marque, Texas, on this the first reading this the _____ day of _____, 2023.

PASSED, APPROVED and ADOPTED by City Council of the City of La Marque, Texas, on this the second and final reading this the _____ day of _____, 2023.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance

City Clerk

EXHIBIT A

Fiscal Year 2021-22

Funds	Accounts	Descriptions	Expenditure	Revenue	Fund Balance	Reasons
Drug Seizure	12-4040-00-00	Professional services	22,597.00			Contractor help
Drug Seizure	12-4050-00-00	Special operation	35,416.00			Software for narcotic detectives
Drug Seizure	12-2401-00-00	Fund balance			-58,013.00	
TIRZ-Omega Bay	26-9001-00-00	Transfer In from General Fund		62,710.00		FY 2022 Omega Bay TIRZ collection
General Fund	01-8026-00-00	Transfer Out to Fund 26 TIRZ Omega B.	62,710.00			FY 2022 Omega Bay TIRZ collection
TIRZ-Omega Bay	26-2401-00-00	Fund Balance			62,710.00	
General Fund	01-2401-00-00	Fund Balance			-62,710.00	
PID Section 1	17-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 2	21-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 3	22-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 4	23-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 5	25-4040-00-00	Professional service	100,000.00			Developer payment
PID Section 1	17-2401-00-00	Fund balalnce			-100,000.00	
PID Section 2	21-2401-00-00	Fund balalnce			-100,000.00	
PID Section 3	22-2401-00-00	Fund balalnce			-100,000.00	
PID Section 4	23-2401-00-00	Fund balalnce			-100,000.00	
PID Section 5	25-2401-00-00	Fund balalnce			-100,000.00	
CDBG Grant	39-3016-00-00	Mitigation Harvey grant proceeds		3,146,211.00		Grant project
CDBG Grant	39-7114-24-00	Capital project	3,146,211.00			Grant project
2016 CO	47-7001-06-00	Fire Station project	146,137.00			Final payment settlement
2016 CO	47-2401-00-00	Fund balance			-146,137.00	
Sanitation	63-6024-14-00	Residential	165,000.00			September sanitation payment
Sanitation	63-6028-14-00	Commercial	13,000.00			September sanitation payment
Sanitation	63-6031-14-00	Container collection	72,000.00			September sanitation payment
Sanitation	63-2401-00-00	Fund balance			-250,000.00	
Capital projects	65-7021-05-00	Police facility professional services	50,764.00			Architech/engineering serv for police station
Capital projects	65-7001-12-01	Boat Ramp engineering	81,117.00			Texas Parks and Wildlife grant project
Capital projects	65-7040-13-00	PEG capital	43,379.00			Computers and cameras
Capital projects	65-2401-00-00	Fund balance			-175,260.00	
Disaster Fund	70-2010-01-03	COVID supplies	1,065.00			COVID supplies
Disaster Fund	70-2010-05-03	COVID supplies	48.00			COVID supplies
Disaster Fund	70-2010-06-03	COVID supplies	239.00			COVID supplies
Disaster Fund	70-2010-12-07	Storm Nicholas	41,400.00			Debris removal due to storm Nicholas Oct 2021
Disaster Fund	70-2010-12-07	Storm Nicholas	17,956.00			Emergency debris removal at dump site
Disaster Fund	70-3020-24-02	Harvey damages	37,500.00			Duplex lift station pump #8 rehab
Disaster Fund	70-8001-99-00	Transfer out ARPA	2,149,943.01			to General Fund
Disaster Fund	70-8002-99-00	Transfer out ARPA	2,145,702.43			to Utility Fund
Disaster Fund	70-2401-00-00	Fund balance			-98,208.00	
Disaster Fund	20-3700-00-00	ARPA proceeds		4,295,645.44		
PEG	88-7040-13-00	PEG expense	440.00			Software
PEG	88-2401-00-00	Fund balance			-440.00	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of La Marque, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 5, 2023, CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to 16 Tex. Admin. Code § 25.243 seeking a total DCRF Revenue Requirement of \$162,548,833, which is a \$84,571,868 increase to the Company's Revenue Requirement approved in its most recent DCRF proceeding, Public Utility Commission Docket No. 53442; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002 and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

STAFF REPORT REGARDING CENTERPOINT'S DISTRIBUTION COST RECOVERY FACTOR FILING

The City, along with approximately 41 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the courts, and the Legislature on electric utility regulation matters for over 20 years.

On April 5, 2023, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$84,571,868 for the period of compared to the revenues approved in its most recent DCRF proceeding, Docket No. 53442.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by CenterPoint.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.
4. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides CenterPoint and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS FINDING THAT TEXAS-NEW MEXICO POWER COMPANY'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH TNMP CITIES; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of La Marque, Texas ("City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP" or "Company") with an interest in the rates and charges of TNMP; and

WHEREAS, the Cities Served by Texas-New Mexico Power Company ("TNMP Cities") is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 5, 2023, TNMP filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 54807, seeking to increase distribution rates by \$14,800,834 million annually; and

WHEREAS, the City will cooperate with TNMP Cities in coordinating their review of TNMP's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if TNMP's Application is granted; and

WHEREAS, working with the TNMP Cities to review the rates charged by TNMP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, TNMP Cities' members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny TNMP's DCRF.

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

SECTION 1. That the City is authorized to participate with TNMP Cities in Commission Docket No. 54807.

SECTION 2. That, subject to the right to terminate employment at any time, the City Hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal TNMP's DCRF application.

SECTION 3. That the rates proposed by TNMP to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by TNMP within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to TNMP thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to Scott Seamster, Associate General Counsel, Texas-New Mexico Power Company, 577 N. Garden Ridge Blvd., Lewisville, Texas 75067, and to Thomas Brocato, General Counsel to TNMP Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2023.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

STAFF REPORT REGARDING TNMP'S DISTRIBUTION COST RECOVERY FACTOR FILING

On April 5, 2023, Texas-New Mexico Power Company ("TNMP" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to increase distribution rates within each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$14,800,834.

The resolution authorizes the City to join with the Cities Served by TNMP ("TNMP Cities") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by TNMP.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with TNMP Cities as a party in the Company's DCRF filing, PUC Docket No. 54807.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes TNMP Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by TNMP Cities will submit monthly invoices that will be forwarded to TNMP for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that TNMP and counsel for TNMP Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

RESOLUTION NO. R-2023-00

A RESOLUTION SUPPORTING THE CITY OF LA MARQUE, TEXAS'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, The Texas Department of Transportation issued a call for projects in January 2023 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the City of La Marque's application for projects is located in a population area of 50,00 or less seeking TA Funds;

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible, and the City of La Marque, Texas would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA Funds.

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

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

The City of La Marque supports funding for the projects as described in the City of La Marque's 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. Further, the City of La Marque is willing and able to enter in an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of May 2023.

Kierra Nance, TRMC
City Clerk

Keith Bell
Mayor



CITY COUNCIL AGENDA FORM

Meeting Date: **May 8, 2023**

Prepared by: R. Sailler

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution for the submission of Texas Department of Transportation (TxDOT) Transportation Alternatives (TA) Program Application for Sidewalk Construction on Highway 3, Bayou Road and Delany Road

X

ATTACHMENTS FOR REFERENCE

- Resolution Application for TxDOT TA Grant
- TA Program Guide
- TA Call for Projects
- Highway 3 Preliminary Application.
- Bayou Road Preliminary Application
- Delany Road Preliminary Application
- Work Order - Adico

STAFF BRIEFING:

- TxDOT contacted the City regarding application for Highway 3 Sidewalk Improvements, which were originally included in the Highway 3 Street Rehabilitation Project, but were not completed due to budget restraints.
- The City acts as a Project Sponsor for TA funding through TxDOT, which is ultimately reimbursed by U.S. Department of Transportation Federal Highway Administration.
- The City submitted preliminary applications for Highway 3 based on TxDOT request and also submitted Preliminary Applications for Sidewalk Improvements on Bayou Road and Delany Road, which as connector roadways between TxDOT Highway System.
- The attached Resolution of Support of the Projects will be submitted with the Project Application, being completed by our City Engineer, Adico Engineers at a cost of \$18,000.
- The Total Project Cost for all three (3) Projects is \$3.5M, which no Matching Funds required by the City. Application for submittal is ready for Council approval
 - City Manager reviewed and approved.
 - Finance Director reviewed and approved.
 - City Attorney reviewed and approved.
 - City Engineer reviewed and approved.



CITY COUNCIL AGENDA FORM

HISTORY:

- Preliminary Applications were submitted in January 2023
- TxDOT Preliminary Application Review Assistance Meeting - March 24, 2023
- TxDOT Review of Highway 3 Preliminary Application (TxDOT R/W) March 27, 2023

SIGNIFICANT ACTION DATES:

FINANCIAL:

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

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	\$18,000
Acct. Name(s)	Professional Services
Line Items #	TBD
Other Funding	TxDOT TA Program Funds

ACTION:

FISCAL IMPACT: \$18,000 for the Final Application and submission of three (3) Sidewalk Improvement Projects.

STAFF'S RECOMMENDATION: Motion to approve the Application for TxDOT TA (Transportation Alternatives) Program and Resoultion of Support fot the Projects.



2023 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)
Deadline to Submit PA: January 27, 2023

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of La Marque, Texas

Contact Person: Cesar Garcia

Title: City Manager

Street Address: 1111 Bayou Road

City: La Marque

Zip Code: 77568 Office Phone Number: (409) 938-9225

Email: c.garcia@cityoflamarque.org

Other partnering entities: TxDOT

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of La Marque

Population size: 18,030

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)? ☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? ☐ Yes ☒ No

Project Information

4. Project name: City of La Marque Delany Road Sidewalk Improvements

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☐ Shared use path improvements

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☒ Pedestrian improvements

☒ Improvements for non-motorized transportation safety

☐ Other _____

☐ Planning document

6. Project location

☐ On/along a TxDOT maintained roadway

☒ On/along a non-TxDOT roadway

☐ Not within the right-of-way of any roadway

Project location notes: Projects or components of projects located entirely within school or park property that are for internal circulation only are not eligible for TxDOT's TA funding.

7. Provide a Google map link: <https://www.google.com/maps/d/u/0/edit?mid=151g2kVOy1ItY02saH4zzRI9ZIFoBsAl&usp=sharing>

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including **project location, limits, facility type, and width**. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

Sidewalk improvements include the installation of 5' pedestrian sidewalks on both sides of Delany Road between two state thoroughfares from FM 1765 to FM 519. The project would include a pedestrian sidewalks ADA-curb ramps, crosswalks, and signage at both termini. The pedestrian sidewalks will offering safe access connecting residents of nearby subdivision to amenities including churches, retail shopping, restaurants and other public facilities. The route is approximately is 0.7 miles.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application.

COMMUNITY BASED PROJECTS –preliminary engineering and construction activities.	☒
LARGE SCALE ACTIVE TRANSPORTATION INFRASTRUCTURE –preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
ACTIVE TRANSPORTATION NETWORK ENHANCEMENTS –light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☐
ACTIVE TRANSPORTATION NON-INFRASTRUCTURE –planning documents to assist communities of any size develop non-motorized transportation networks	☐

NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document: (Non-infrastructure projects only) \$ 10,000.00

Estimated cost to prepare construction plans, specifications, and estimates: \$ 105,807.00

Estimated cost to prepare environmental documentation: \$ 20,000.00

Estimated cost to acquire right-of-way: \$ 0.00

Estimated construction cost: \$ 705,381.00

Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Local match

Identify source(s) of local matching funds: Transportation Development Credits, Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

12. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they may request the use of Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project? ☒ Yes ☐ No

13. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or involve a change in access to property?

☐ Yes ☒ No ☐ Unk

Does the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project involve relocation of utilities?

☐ Yes ☒ No ☐ Unk

Will this project involve acquisition of right-of-way or require an easement (including railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Does the project use land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Does the project use land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s), OR ☐ Publicly/privately owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Does the project occur within or around properties listed on the National Register of Historic Places?

☐ Yes ☒ No ☐ Unk

Is the project located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

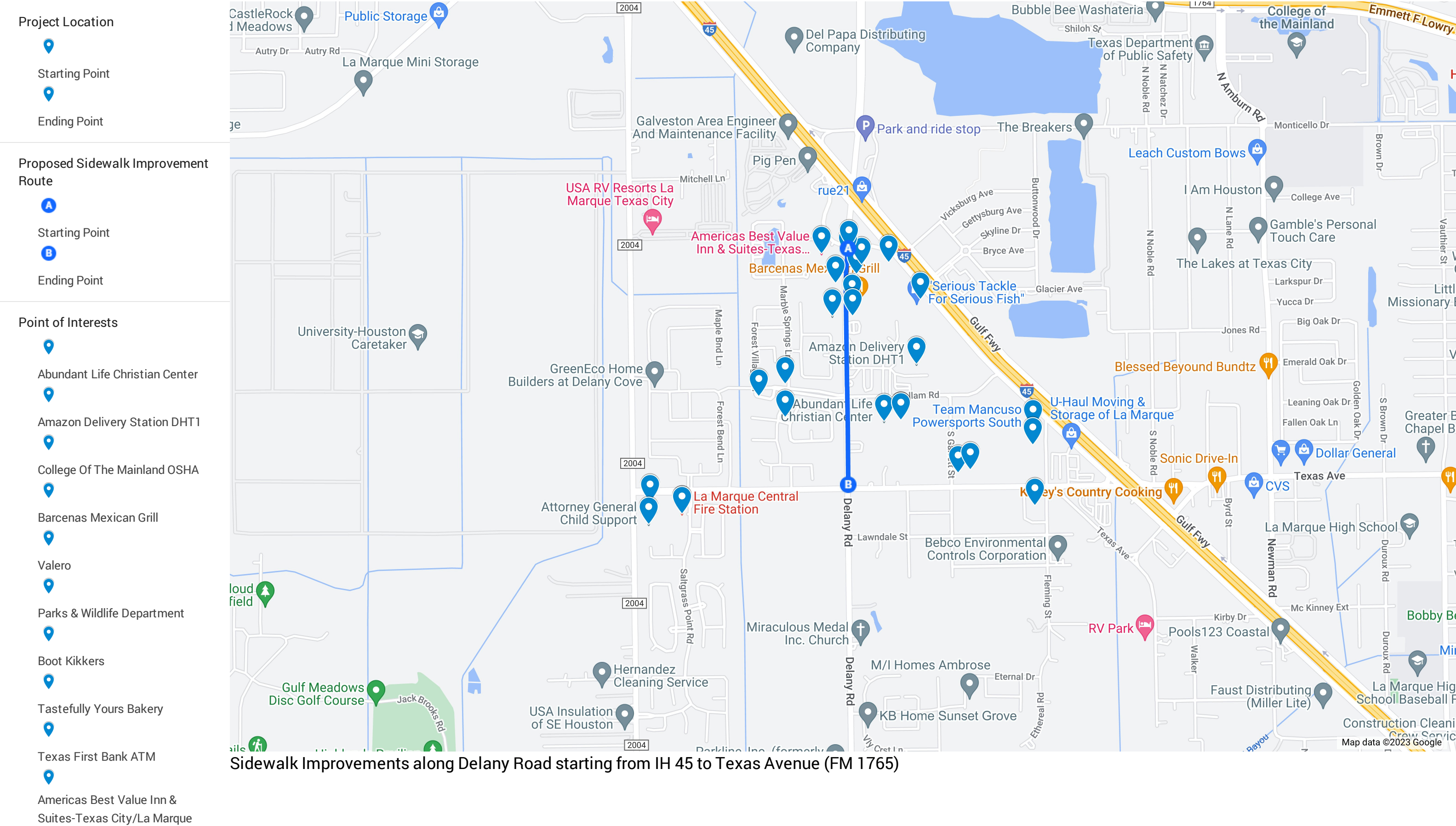
Does the project involve placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk

Delany Road Sidewalk Improvements



CITY OF LA MARQUE, TEXAS
DELANY ROAD SIDEWALK IMPROVEMENTS
From IH 45 to Texas Avenue (FM 1765)

Opinion of Probable Costs

Thursday, January 26, 2023

Prepared by: ADICO, LLC

Item	Qty	Unit	Description	Unit Price	Total
1	1	LS	Mobilization, Insurance and Bonding	\$30,000.00	\$ 30,000
2	6	Month	Barricades, Signs, and Traffic Control	\$5,000.00	\$ 30,000
3	2	EA	Project Sign	\$3,500.00	\$ 7,000
4	1	LS	Stormwater Pollution Prevention	\$10,000.00	\$ 10,000
5	1	LS	Temporary Access	\$10,000.00	\$ 10,000
6	3930	SY	Site Preparation	\$7.50	\$ 29,475
7	150	SY	Sawcut existing driveways and dispose	\$40.00	\$ 6,000
8	3930	SY	5-Inch Concrete Sidewalk	\$80.00	\$ 314,400
9	32	EA	Type 7 Curb Ramps	\$2,500.00	\$ 80,000
10	8	EA	Adjust Gate Valves	\$250.00	\$ 2,000
11	6	EA	Adjust Manholes	\$4,000.00	\$ 24,000
12	21000	SF	Sodding	\$3.00	\$ 63,000
13	3	EA	Crosswalks Striping	\$2,500.00	\$ 7,500
Construction Subtotal:					\$ 613,375
Contingency (15%):					\$ 92,006
Total Construction:					\$ 705,381
Engineering & Surveying (15%)					\$ 105,807



2023 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)
Deadline to Submit PA: January 27, 2023

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of La Marque, Texas

Contact Person: Cesar Garcia

Title: City Manager

Street Address: 1111 Bayou Road

City: La Marque

Zip Code: 77568 Office Phone Number: (409) 938-9225

Email: c.garcia@cityoflamarque.org

Other partnering entities: TxDOT

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of La Marque

Population size: 18,030

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)? ☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? ☐ Yes ☒ No

Project Information

4. Project name: City of La Marque Emancipation Trail Shared Use Path

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☒ Shared use path improvements

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☒ Pedestrian improvements

☒ Improvements for non-motorized transportation safety

☒ Other Transit Improvements

☐ Planning document

6. Project location

☒ On/along a TxDOT maintained roadway

☐ On/along a non-TxDOT roadway

☐ Not within the right-of-way of any roadway

Project location notes: Projects or components of projects located entirely within school or park property that are for internal circulation only are not eligible for TxDOT's TA funding.

7. Provide a Google map link: https://www.google.com/maps/d/u/0/edit?mid=1eRr7iOgVqVFG_RqKc5XYnvt9I6H8ong&usp=sharing

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including **project location, limits, facility type, and width**. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

The project would consist of a 10-foot wide shared use path along State Highway 3 from FM 1765 (Texas Ave.) to FM 519 (Main St.). This project is a segment of the proposed 51 miles Emancipation Historical Trail linking Houston and Galveston. Scope of work includes 1.91 mile of 10' concrete path, including ADA compliant curb ramps, crosswalks, signage and bus pads site. Construction would also include replacing damaged non-compliant sidewalks and ramps. This improvement allows for the improvements of public transit location along this route offering safe access to city amenities including schools, football stadium, City Hall, Library, Police, historical markers, grocery and retail shopping & downtown events. The area has a concentration of mature homes built in the 1950s.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application.

COMMUNITY BASED PROJECTS –preliminary engineering and construction activities.	☐
LARGE SCALE ACTIVE TRANSPORTATION INFRASTRUCTURE –preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
ACTIVE TRANSPORTATION NETWORK ENHANCEMENTS –light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☒
ACTIVE TRANSPORTATION NON-INFRASTRUCTURE –planning documents to assist communities of any size develop non-motorized transportation networks	☐

NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document: (Non-infrastructure projects only)	<u>\$ 0.00</u>
Estimated cost to prepare construction plans, specifications, and estimates:	<u>\$ 10,000.00</u>
Estimated cost to prepare environmental documentation:	<u>\$ 5,000.00</u>
Estimated cost to acquire right-of-way:	<u>\$ 0.00</u>
Estimated construction cost:	<u>\$ 1,238,000.00</u>

Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Local match

Identify source(s) of local matching funds: Transportation Development Credits, Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

12. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they may request the use of Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☒ Yes ☐ No

13. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or involve a change in access to property?

☐ Yes ☒ No ☐ Unk

Does the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project involve relocation of utilities?

☐ Yes ☒ No ☐ Unk

Will this project involve acquisition of right-of-way or require an easement (including railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Does the project use land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Does the project use land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s), OR ☐ Publicly/privately owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Does the project occur within or around properties listed on the National Register of Historic Places?

☐ Yes ☒ No ☐ Unk

Is the project located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

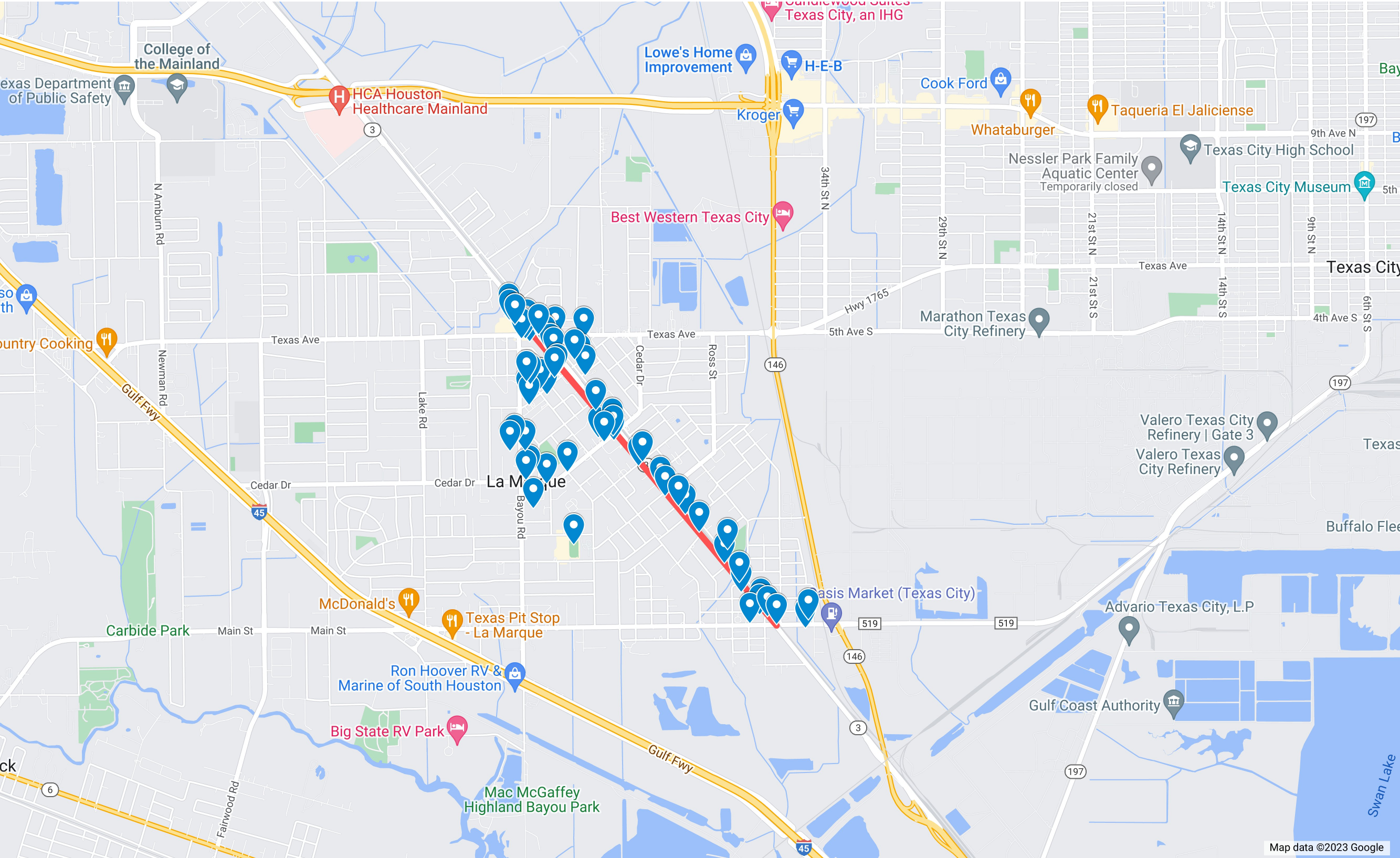
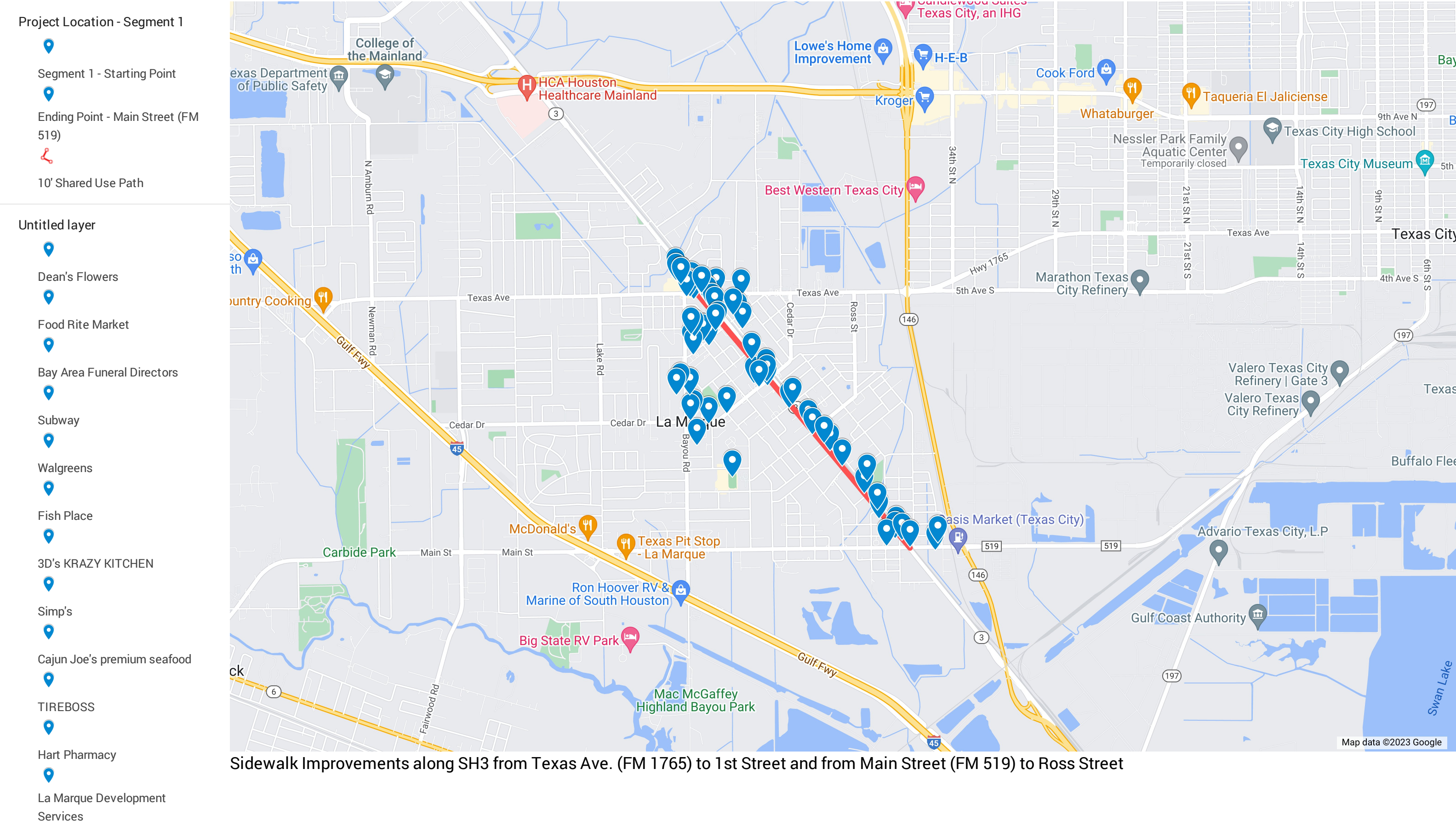
Does the project involve placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk

City of La Marque Emancipation Trail Shared Use Path





La Marque Police Department



Art of Coffee La Marque



La Marque Development
Services



Benito's Mexican Restaurant



Neighborhood Veterinary
Centers - La Marque



Evelyn's Tuxedo Rental



Deborah's Daycare & Preschool



Cornerstone Fellowship Church



5 Star Washateria



Dry Cleaners



Family Dollar



Food Rite Market



Food Rite Market



Texas First Bank



Fullers Pharmacy



Associated Credit Union of
Texas - La Marque



Texas Discounted Motor
Vehicles



Valero



Cedar Drive Apartments



Greater Saint Paul Missionary
Baptist Church



The Birria Taco Factory



Zebco's Collision



SH 3 & Delmar St.



SH 3 & Hathaway St.



SH 3 & Larcom St.



SH 3 & Pear St.



SH 3 & Holly St.



La Marque Cemetery



Dollar General



SH 3 & Plum St.



SH 3 & Orange St.



Mickey's Marine Inc



Main St. & 5th Ave.



SH 3 & 4th Ave.



UPS Customer Center



Murphy's On Main



Etheredge Stadium



Jimmy Hayley Elementary



Cedar Dr & SH 3 (Cedar Drive Village)



Cedar St. @ Cedar Dr. Village



Cedar St. & Howell St.



Resurrection Resale



La Marque City Hall



Kim Nails



La Marque Public Library



Animal Alliance of Galveston County



DG Market



2023 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)
Deadline to Submit PA: January 27, 2023

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of La Marque, Texas

Contact Person: Cesar Garcia

Title: City Manager

Street Address: 1111 Bayou Road

City: La Marque

Zip Code: 77568 Office Phone Number: (409) 938-9225

Email: c.garcia@cityoflamarque.org

Other partnering entities: TxDOT

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of La Marque

Population size: 18,030

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)? ☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? ☐ Yes ☒ No

Project Information

4. Project name: City of La Marque Bayou Road Sidewalk Improvements

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☐ Shared use path improvements

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☒ Pedestrian improvements

☐ Improvements for non-motorized transportation safety

☐ Other _____

☐ Planning document

6. Project location

☐ On/along a TxDOT maintained roadway

☒ On/along a non-TxDOT roadway

☐ Not within the right-of-way of any roadway

Project location notes: Projects or components of projects located entirely within school or park property that are for internal circulation only are not eligible for TxDOT's TA funding.

7. Provide a Google map link: https://www.google.com/maps/d/u/0/edit?mid=1J_fL-g2Wq6A4V99Rb2SFMWCybNr0h9UQ&usp=sharing

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including **project location, limits, facility type, and width**. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

Sidewalk improvements include the installation of 5' pedestrian sidewalks on both sides of Bayou Road with ADA crosswalks between two state thoroughfares from FM 1765 to FM 519, offering safe access to city amenities including schools, football stadium, City Hall, Library, Police, historical markers, grocery and retail shopping & downtown events. The area has a concentration of mature homes built in the 1950s. Data shows residents rely on foot, bike and public transportation, are renters/seniors & are susceptible to food insecurities. Proposed sidewalks is 1.45 miles.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application.

COMMUNITY BASED PROJECTS –preliminary engineering and construction activities.	☒
LARGE SCALE ACTIVE TRANSPORTATION INFRASTRUCTURE –preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
ACTIVE TRANSPORTATION NETWORK ENHANCEMENTS –light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☐
ACTIVE TRANSPORTATION NON-INFRASTRUCTURE –planning documents to assist communities of any size develop non-motorized transportation networks	☐

NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document: (Non-infrastructure projects only) \$ 10,000.00

Estimated cost to prepare construction plans, specifications, and estimates: \$ 225,763.00

Estimated cost to prepare environmental documentation: \$ 20,000.00

Estimated cost to acquire right-of-way: \$ 0.00

Estimated construction cost: \$ 1,505,086.00

Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Local match

Identify source(s) of local matching funds: Transportation Development Credits, Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

12. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they may request the use of Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project? ☒ Yes ☐ No

13. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or involve a change in access to property?

☐ Yes ☒ No ☐ Unk

Does the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project involve relocation of utilities?

☐ Yes ☒ No ☐ Unk

Will this project involve acquisition of right-of-way or require an easement (including railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Does the project use land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Does the project use land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s), OR ☐ Publicly/private owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Does the project occur within or around properties listed on the National Register of Historic Places?

☒ Yes ☐ No ☐ Unk

Is the project located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

Does the project involve placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

November 29, 2022

Re: TxDOT's 2023 Transportation Alternatives Set-Aside (TA) Program Call for Projects

To All Interested Parties:

The Texas Department of Transportation (TxDOT) has announced a statewide Call for Projects for Transportation Alternatives Set-Aside (TA) Program funding. The TA program provides funding to plan for and construct a variety of alternative transportation projects that improve safety and mobility for non-motorized travelers and mitigate congestion by providing safe alternatives to motor vehicle transport.

Through TxDOT's 2023 TA Call for Projects, the department will select projects for recommendation to the Texas Transportation Commission (commission) for current TA funds associated with available FY 2022-FY 2023 and anticipated FY 2024-FY 2025 federal appropriations under the Infrastructure Investment and Jobs Act (IIJA), totaling approximately \$250 million. Projects located in all areas of the state, regardless of population size, may be submitted under the current program call.

This Call for Projects features a two-step application process. The Preliminary Application (Step 1) provides high-level proposed project information to determine eligibility and funding opportunities. Following successful completion of Step 1, a Detailed Application (Step 2) provides more comprehensive project information. This two-step approach is intended to enhance the quality of project applications and to foster communication between prospective project sponsors and TxDOT District staff. Both steps must be completed for a project to be considered for funding under this program call.

Applications for TA funds administered through this Call for Projects must be submitted in the form prescribed by TxDOT and in accordance with the program rules located under 43 Texas administrative Code §§11.400 - 11.418.

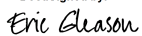
TxDOT's 2023 TA Program Guide and Preliminary Application (Step 1) are available on the department's website at: <http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>. TxDOT's 2023 TA Program Guide includes detailed information about eligibility requirements, specific procedures applicable to this Call for Projects, evaluation criteria, a map of the department's district offices, a list of the District TA Coordinators, and a list of virtual workshop dates for prospective project sponsors.

The completed Preliminary Application must be received by TxDOT, via Box.com as outlined in the preliminary application instructions, no later than 5:00 p.m., CDT, on Friday, January 27, 2023. The Detailed Application (Step 2) will be posted on TxDOT's webpage on or about March 27, 2023.

Your interest in TxDOT's TA program is appreciated.

Sincerely,

DocuSigned by:



Eric L. Gleason

Director, Public Transportation Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer



**CITY OF LA MARQUE, TEXAS
WORK ORDER – No. 2023-01**

**Civil Engineering Services for
Grant Application for 2023 TA Call for Projects**

Adico, LLC will provide professional engineering services to the City of La Marque for the preparation of 2023 TxDOT TA Call for Project Final Application.

PROJECT DESCRIPTION:

Adico, LLC (“**ADICO**”) is pleased to present this proposal to perform professional engineering design services to the City of La Marque (“**City**”). The proposed project will consist of preparation and submittal of the final grant application for the 2023 TxDOT TA Call for Projects:

The City has been approved to move forward with the Step 2 (detailed application) for the grant. The submittal will include projects for three (3) applications:

1. Emancipation Trail- SH 3 from Texas Ave (FM 1765) to Main Street (FM 519) – SHARED USE PATHWAY
2. Bayou Road – from Texas Ave (FM 1765) to Main Street (FM 519) - SIDEWALKS
3. Delany Road – from Texas Ave (FM 1765) to IH -45 – SIDEWALKS

SCOPE OF SERVICES:

Based on our understanding, ADICO proposed to provide professional civil engineering as set forth in this proposal

1. Prepare grant application as outlined by TxDOT. This may include the following:
 - a. Project Location Map
 - b. Project Details, including cross-sections
 - c. Safety Hazards and Countermeasures
 - d. Connectivity Plan
 - e. Project Sponsor Resolution
 - f. Public Outreach and Support
 - g. Construction Cost Estimate

COMPENSATION:

Compensation for this assignment shall be in accordance with this letter agreement for Professional Engineering services executed between the Architect and ADICO. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided with payment due 10 days upon receipt from Owner. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$18,000.00** be established.

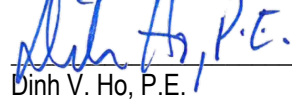
Lump Sum Fee not to Exceed \$18,000.00 plus reimbursable expenses.

City of La Marque
2023 TxDOT TA Call for Projects
Work Order No. 2023-01

If you agree with the professional engineering services that Adico, LLC will provide to the City of La Marque for engineering fee 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.

4/13/2023

Date

Accepted: City of La Marque, Texas

Mr. Cesar Garcia, City Manager

Date



TRANSPORTATION ALTERNATIVES
SET-ASIDE PROGRAM

2023 CALL FOR PROJECTS **PROGRAM GUIDE**



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A. SUMMARY OF FUNDING OPPORTUNITY

On December 2, 2022, the Texas Department of Transportation (TxDOT or the department) announced a statewide Call for Projects for the **Transportation Alternatives Set-Aside (TA)** program (including available and anticipated future funds) for bicyclist and pedestrian infrastructure and planning. TxDOT's 2023 TA Call for Projects features a two-step application process described in this program guide. Additionally, this program guide outlines the requirements of TA funds and the evaluation and selection processes for this competitive Call for Projects. Important dates to remember are provided in Table 1.

What's New for TxDOT's 2023 TA Call for Projects

With the passage of the Infrastructure Investment and Jobs Act (IIJA), funding for the TxDOT TA Program has increased significantly. TxDOT intends to optimize the availability and use of TA funding by implementing a number of changes to its 2023 TA Program call. For the TxDOT 2023 TA Call for Projects, the following changes have been implemented that differ from previous TxDOT TA Program calls.

1. TxDOT has defined four project categories for this Call for Projects: Community-Based Projects, Large Scale Active Transportation Infrastructure, Active Transportation Network Enhancements, and Active Transportation Non-Infrastructure. See Section B for details.
2. Communities of any size may now apply for TA funding from TxDOT. Communities of 200,000 and less in population are eligible to apply for all project categories. Because communities located in Transportation Management Areas (TMAs)—urbanized areas greater than 200,000 in population—are eligible to apply for TA funds from their metropolitan planning organization (MPO), they are only eligible to apply for three of the four project categories. See Section B for details.
3. In past TxDOT TA Calls for Projects, eligible activities were limited to design and construction of bicycle and pedestrian infrastructure. For this Call for Projects, development of active transportation planning documents is also an eligible project activity. See Section B for details.
4. Projects in communities of any size may now request TA funding for preliminary engineering activities, including costs for design and environmental documentation, as part of a construction project. See Section D for details.
5. Projects in communities up to 200,000 in population that meet certain economic criteria or in an economically disadvantaged county may be eligible to use state Transportation Development Credits (TDCs) that allow projects to be funded 100% using federal TA funds rather than requiring a local match. Eligibility for TDCs is based on economic criteria outlined in *Local Match for TA Projects* in Section B.
6. TxDOT's TA program evaluation criteria and weights were updated to accommodate each of the project categories. See Section C for details.

7. The IIJA allows for 5% of TA funds to be used for technical assistance and program administration. TxDOT is developing new technical assistance tools that will assist applicants in developing project applications. These tools will be published on [TxDOT's Bicycle and Pedestrian Funding](#) webpage as they correspond with the TxDOT 2023 Call for Projects schedule. Please check the webpage periodically for updates and added tools. These tools may also be used to develop TA applications for MPO calls for projects.

Table 1: TxDOT's 2023 TA Call for Projects Important Dates

Milestones	Date
TxDOT's 2023 TA Call for Projects opens	December 2, 2022
Virtual workshops	November 29 – December 16, 2022
Responses to workshop questions posted	December 21, 2022*
Preliminary Application (PA) deadline	January 27, 2023
District coordination meeting	Before March 17, 2023*
TxDOT PA review complete	March 24, 2023
TxDOT notifies sponsors of eligibility and provides Detailed Application	March 27, 2023
Detailed Application (DA) deadline	June 5, 2023
TxDOT DA review complete	August 18, 2023*
Commission award	October 2023*

*Target dates

TxDOT Focus Areas

For the 2023 TA Call for Projects, the department is particularly interested in projects that reflect a high degree of collaboration and community consensus while directly contributing to the department's safety, mobility, and connectivity goals. Project sponsors are strongly encouraged to submit projects that:

- Improve safety, access, or mobility for people of all ages and abilities, especially bicycle and pedestrian facilities along the state highway system exceeding minimum design requirements, using innovative technologies, or extending beyond the scope of a major highway investment project area.

- Construct segments identified as part of Texas Bicycle Tourism Trails network¹ or implement a locally-preferred alternate route.
- Improve bicycling, wheelchair, and walking safety and access to or between existing bicycle and pedestrian facilities and public transportation. This may include mobility hubs that integrate multiple modes of transportation (such as transit stops, carsharing, bikesharing, micromobility, or other shared-mobility services) leveraging existing facilities and public transit to expand access for non-motorized users.
- Enhance bicycle and pedestrian access and safety to school-related destinations enabling and encouraging children, including those with disabilities, to walk and bicycle to school activities.

Proposed projects may be located on state-maintained roadway right-of-way (on-system) or along on- or off-street property owned by the project sponsor (off-system).

TA Funding Availability

Through TxDOT's 2023 TA Call for Projects, the department intends to make available approximately \$252.5 million in TA funds associated with FY 2022 through FY 2025. TxDOT administers TA funding sub-allocated to population areas of 200,000 or less that are outside TMAs. In addition, TxDOT is administering TA funding designated for use anywhere in the state. As such, in TxDOT's 2023 TA Call for Projects, TxDOT is supplementing its traditional community-based project call with three new project categories, described further in Section B.

Sub-allocated funds: Sixty percent of TA funding is suballocated by population. A portion of suballocated funds is administered by MPOs in urbanized areas (200,000 or more in population) that are TMAs. TxDOT administers suballocated funds for population areas that are smaller than 5,000 (nonurban), population areas of 5,000 to 49,999 (small urban), and population areas of 50,000 to 200,000 (medium urban).

Table 2 provides a high-level overview of TA funding available for suballocated areas, as well as anywhere in the state. A minimum of \$51.5 million is available for nonurban, small urban, and medium urban communities; the remaining funds are available to communities of any size anywhere in the state. All or some portion of these funds may be awarded as a result of this Call, depending on the actual amount of funding available and the number of suitable TA project applications received by the department. Additionally, depending on the volume and complexity of

¹ For information on the Texas Bicycle Tourism Trails Study, visit: <https://www.txdot.gov/inside-txdot/modes-of-travel/bicycle/plan-design/tourism-study.html>.

project applications, the department may elect to stagger recommended awards, so that the total funding is not awarded all at once, but issued over a series of months.

At the conclusion of the 2023 TA Call for Projects and a competitive project evaluation process, applicants will be:

- Awarded available TA funding by the Texas Transportation Commission; or
- Eliminated from further consideration in this program call. Project sponsors may resubmit these projects for consideration during future calls for projects.

Funding types listed in Table 2 may be awarded to projects in any category in this call for projects.

Table 2: TxDOT 2023 TA Program Funding

Funding Type	Population Size	TMA	Anticipated Program Funding for TxDOT TA 2023 Call for Projects
Suballocated*	Nonurban Areas (Less than 5,000)	Outside	\$31.5 million
	Small Urban Areas (5,000 to 49,999)		\$15 million
	Medium Urban Areas (50,000 to 200,000)		\$5 million
Any Area	Any Population Size	Inside or Outside	\$201 million

*A portion of suballocated funds associated with FY 22-FY 24 were awarded during TxDOT's 2021 TA program call.
Note: Funding types listed above may be awarded to projects in any category in this Call for Projects

ALTERNATIVE FUNDING OPTION:

TxDOT's priority with this program call is to fund projects using TA funding. However, TxDOT reserves the right to use other federal and/or state resources to implement a project submitted under this program call that is located within TxDOT right-of-way and advances the department's ADA/pedestrian safety, accessibility, and mobility goals. After consultation with the project sponsor, TxDOT may elect to assume oversight of project development and/or construction using TxDOT resources. Projects developed under this option could be identified during either Step 1 or Step 2 of the program call process. A local match may be required for on-system ADA/pedestrian projects advanced by TxDOT under this alternative funding option.

Two-Step Application Process

TxDOT's 2023 TA Call for Projects involves a two-step application process, as depicted in Figure 1. This two-step approach is intended to enhance the quality of project applications and to foster

communication between project sponsors and TxDOT District staff. TxDOT's 2023 TA program call timeline is illustrated in Figure 2. Project sponsors must complete both steps in order for a project to be considered for funding under this program call. Project sponsors are limited to three applications per sponsoring entity.

Step 1 - Preliminary Application: Project sponsors seeking TA funding must complete the Preliminary Application (PA)² and submit it to TxDOT as specified in the PA instructions before close of business on **January 27, 2023**. Applications received after this deadline will not be eligible to compete for funding in this program call. The PA provides high-level project information that will allow the department to determine funding eligibility and potential project development issues. As part of Step 1, TA project sponsors are recommended to schedule and attend a meeting (in person or virtually) before end of day on March 17, 2023, with TxDOT District representatives to review the PA and discuss the overall project. TxDOT reserves the right not to advance any project to Step 2 that was not reviewed by the TxDOT District during a coordination meeting with the project sponsor.

On or about March 27, 2023, TxDOT staff will advise all project sponsors of project eligibility based on project location, population size, project type, entity, and initial project readiness. The Detailed Application will be made available to eligible project sponsors at that time. If the project sponsor is eligible and plans to use Transportation Development Credits (TDCs) for local match, this must be identified on the PA. A description of TDCs and criteria for eligibility are described in *Local Match for TA Projects* in Section B of this document.

Step 2 - Detailed Application: All eligible projects will move on to Step 2. The Detailed Application (DA) requires a more comprehensive overview of the proposed project, including a detailed construction budget and demonstration of how the proposed project meets specific TA evaluation criteria. All project sponsors must submit their DA(s) to TxDOT by **June 5, 2023**, as specified in the DA instructions.

*Project sponsors may submit no more than **three applications** in TxDOT's 2023 TA Call for Projects. Additionally, the same project application **cannot** be submitted in multiple project categories.*

² The Preliminary Application is available for download on the TxDOT Bicycle and Pedestrian Funding Programs website. <https://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

Figure 1: 2023 TA Program Call – Two-Step Process

Step 1

Project Sponsors submit Preliminary Applications (PA)

**Preliminary Application
(All projects)**

- TxDOT eligibility review
- TxDOT District meeting with eligible project sponsors

Step 2

Project Sponsors submit different Detailed Applications (DA) depending on Project Category

Community-based

- Standard Detailed Application

Large Scale

- Standard Detailed Application
- Supplemental Narrative

Network Enhancements and Non-Infrastructure

- Modified Detailed Application

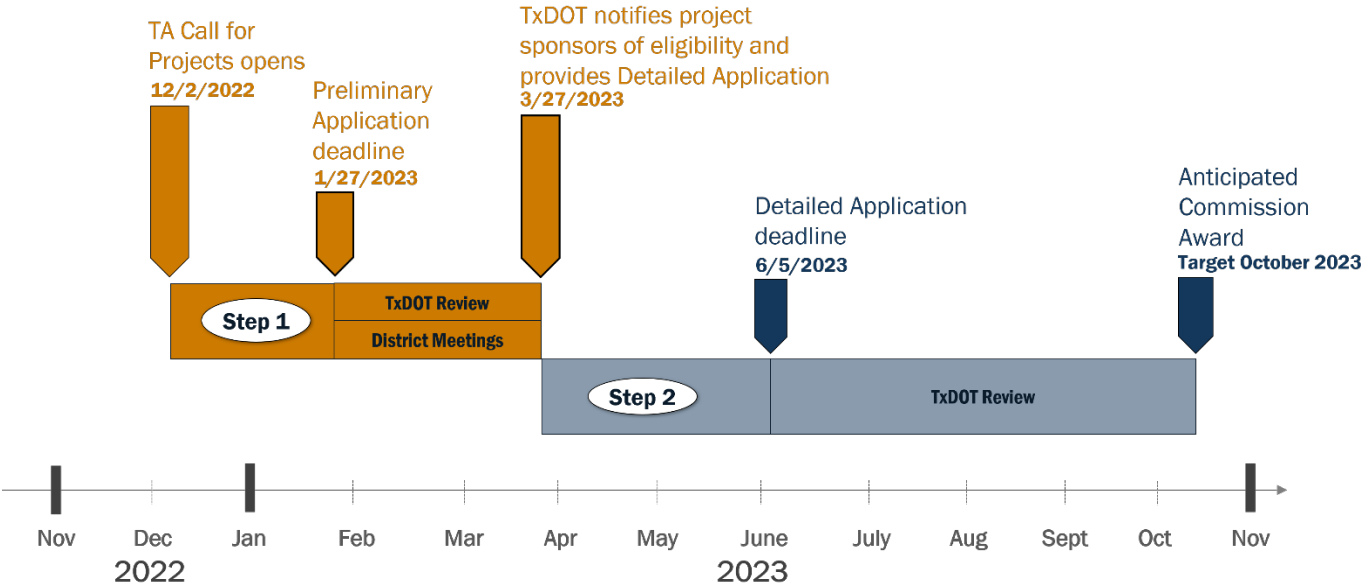
Funding Award

Commission action expected Fall 2023

Commission Awards Project Funding

- Project Evaluation
- Constructability/ Feasibility Review
- Site visits (select Large Scale projects)

Figure 2: 2023 TA Program Call Timeline



B. TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) ELIGIBILITY AND REQUIREMENTS

The TA Program, as administered by TxDOT, provides funding to plan for and construct a variety of alternative transportation projects that improve safety and mobility for non-motorized travelers and mitigate congestion by providing safe alternatives to motor vehicle transport. TA Program funding has increased through FY 2026 under the Infrastructure Investment and Jobs Act (IIJA), also known as the “Bipartisan Infrastructure Law”. This continues the TA Program established under previous federal transportation funding bills. The TA Program provides funding for a variety of alternative transportation projects, including Safe Routes to School (SRTS)-type infrastructure projects. The TA Program is codified in 23 U.S.C. §133(h).

The TA Program provides opportunities to expand transportation choices and enhance bicycle and pedestrian infrastructure and planning. Each state department of transportation reviews the guidance provided by the Federal Highway Administration (FHWA) and develops rules to administer their TA Program according to that state’s priorities. In Texas, the department’s TA Program operates under rules adopted by the Texas Transportation Commission, which may be found in 43 Texas Administrative Code (TAC) §§11.400 - 11.418 and §§16.153 - 16.154.³

[Project Location Restrictions for TA Projects](#)

TxDOT administers statewide TA Program funds that are available to communities of any population size anywhere in the state, as well as TA funds suballocated for projects located outside the smoothed boundary of Census Urbanized Areas greater than 200,000 in population, which have been identified as Transportation Management Areas (TMAs). Projects located outside TMAs (i.e., in nonurban, small urban, and medium urban areas) are eligible for all project categories in TxDOT’s 2023 TA Call for Projects. Because communities located inside TMAs are eligible to apply for TA funds from their MPO, they are only eligible to apply for three of the four project categories: Large Scale Active Transportation Infrastructure, Active Transportation Network Enhancements, and Active Transportation Non-Infrastructure. Please reference the [Interactive Map](#) to determine which project categories your community is eligible for.

[Project Categories and Eligible TA Project Activities](#)

Eligible TA activities for TxDOT’s 2023 TA Program Call for Projects are provided below for each of the project categories.

Community-Based Projects are eligible for reimbursement for construction and engineering costs in communities of 200,000 or less outside of Transportation Management Areas (TMAs) and may range between \$250,000 and \$5 million in estimated costs related to:

³ In Texas, TA funds for the Recreational Trails Program are administered through the Texas Parks and Wildlife Department.

1. Bicycle infrastructure improvements
2. Shared use paths
3. Sidewalk improvements
4. Infrastructure-related projects to improve safety for non-motorized transportation

Examples of community-based projects include accessible sidewalks with curb extensions, buffered bicycle lanes with bike parking at bus stops, or shared use paths with shade trees and safety lighting.

Large Scale Active Transportation Infrastructure projects are eligible for reimbursement for construction and engineering costs in communities of any size and may range between \$5 million and \$25 million related to:

1. Bicycle infrastructure improvements
2. Shared use paths
3. Sidewalk improvements
4. Infrastructure-related projects to improve safety for non-motorized transportation
5. Construction of boulevards and other roadways that are located primarily in the right-of-way of divided highways and that improve access for bicyclists, pedestrians, and transit users and do not reduce on-system roadway capacity unless such a reduction has the prior approval of the department⁴

According to FHWA, a boulevard is defined as a walkable, low-speed (35 mph or less) divided arterial thoroughfare in urban environments designed to carry both through and local traffic, pedestrians and bicyclists. An eligible "boulevard" project should demonstrate some of the following elements:

- Traffic calming measures
- Context-sensitive bicycle and pedestrian facilities
- Compliance with accessibility requirements and guidelines
- Promotion of transit corridor through additional protected stops and routes
- Environmentally efficient lighting, landscaping, and water-saving systems

For more information about boulevards related to TA projects please reference [FHWA's definition and guidance](#).

Large-scale projects may include high impact projects that substantively improve mobility options such as: long-distance active transportation routes (e.g., bicycle tourism trails), comprehensive or area-wide accessibility improvements, active transportation connections to intermodal hubs (e.g.,

⁴ Boulevard projects in TxDOT ROW must receive written approval from the TxDOT District Engineer for the TxDOT District the project is located in.

first/last-mile solutions at transit stations), shared use paths in rail or utility corridors, and improvements that mitigate barriers to bicycling and walking (e.g., pedestrian/bicycle bridges).

Large-scale projects may be composed of multiple elements that work together to create a connected network. The project sponsor should demonstrate how the elements contribute to a connected network in the project description, the maps, the planning section, and in the transformational narrative.

Active Transportation Network Enhancements projects are eligible for reimbursement for light construction/installation projects in communities of any size. These projects are intended to be quick turnaround projects that directly connect to and enhance active transportation networks and can be completed within one year after award. Projects should have limited or no design and no ROW acquisition activities. For projects located in communities of 200,000 or less in population, the minimum project cost is \$250,000; for projects located in communities greater than 200,000, the minimum project cost is \$1M. Examples include:

1. Traffic signal improvements in support of active transportation networks (e.g., pedestrian/bike-friendly traffic signal phasing improvements, pedestrian signal head additions)
2. Bicycle/pedestrian counters
3. Bike-share bikes and kiosk installations
4. Citywide bike parking installations
5. Citywide high visibility crosswalk installations
6. Separated bike lane upgrades (converting existing bike lanes into separated bike lanes)
7. Citywide ADA upgrades
8. Traffic calming activities directly supporting active transportation networks (mini roundabouts, curb extensions/bulb-outs)

Active Transportation Non-Infrastructure projects are eligible for development of planning documents to assist communities of any size in developing non-motorized transportation networks. The minimum project award is \$100,000. Examples include:

1. Safe Routes to School plans
2. Pedestrian plans
3. Bicycle plans
4. Safety action plans for pedestrians or bicyclists
5. Active Transportation plans that plan for multiple non-motorized transportation modes

Please refer to Section D. Allowable Costs for more details. For additional details about the above eligible project activities, refer to 43 TAC §11.404(a). Whether proposed as an independent project or as an element of a larger transportation project, the project must be limited to a logical unit of work and be constructible as an independent project.

Consistent with federal guidance outlined in 23 USC 217, TxDOT-selected TA projects should be principally for transportation rather than purely recreational and must contribute to a safe, contiguous, accessible, integrated walking and bicycling network that provides travelers with a real choice of transportation modes.

Projects, or substantially similar projects, previously submitted in a metropolitan planning organization (MPO) administered TA call for projects may be submitted for TA funding under this program call as long as the MPO call for projects is not occurring concurrent with the TxDOT TA Call for Projects. If the project is no longer being considered and will not be awarded funding by the MPO, it can be submitted under this call for projects.

A project that is currently being considered for TA funding by an MPO cannot be submitted to this Call for Projects.

Additionally, projects under an existing local agreement (i.e., Advance Funding Agreement) may not be resubmitted under this program call unless substantial additional funding is being requested for unforeseen project costs and this program call will not delay the original project from being implemented on schedule. Table 3 summarizes eligibility information.

Due to the amount of funding available in this Call for Projects and the importance of optimizing funding so that funds are successfully obligated and projects implemented in accordance with federal requirements, TxDOT will maintain some flexibility in regard to total funding awarded to each project category. Project funding amounts shown on row three of Table 3 are intended as targets. Depending on the number of applications and project amounts received during the Call for Projects, TxDOT may award projects with costs that exceed these targets. Conversely, project sponsors submitting projects in the Large Scale Active Transportation Infrastructure project category or that exceed funding targets should develop the project with phasing in mind, with options for scaling the project back if TxDOT is not able to award the total amount requested.

Additionally, TxDOT is targeting total awards of between \$10 million and \$20 million for the Active Transportation Network Enhancements and between \$3 million and \$5 million for Active Transportation Non-Infrastructure, but the total amount of funds awarded to these project categories will depend on the amount and suitability of applications received.

To help determine which project category your project matches please use the decision tree in Figure 3.

Table 3: TxDOT's 2023 TA Project Categories

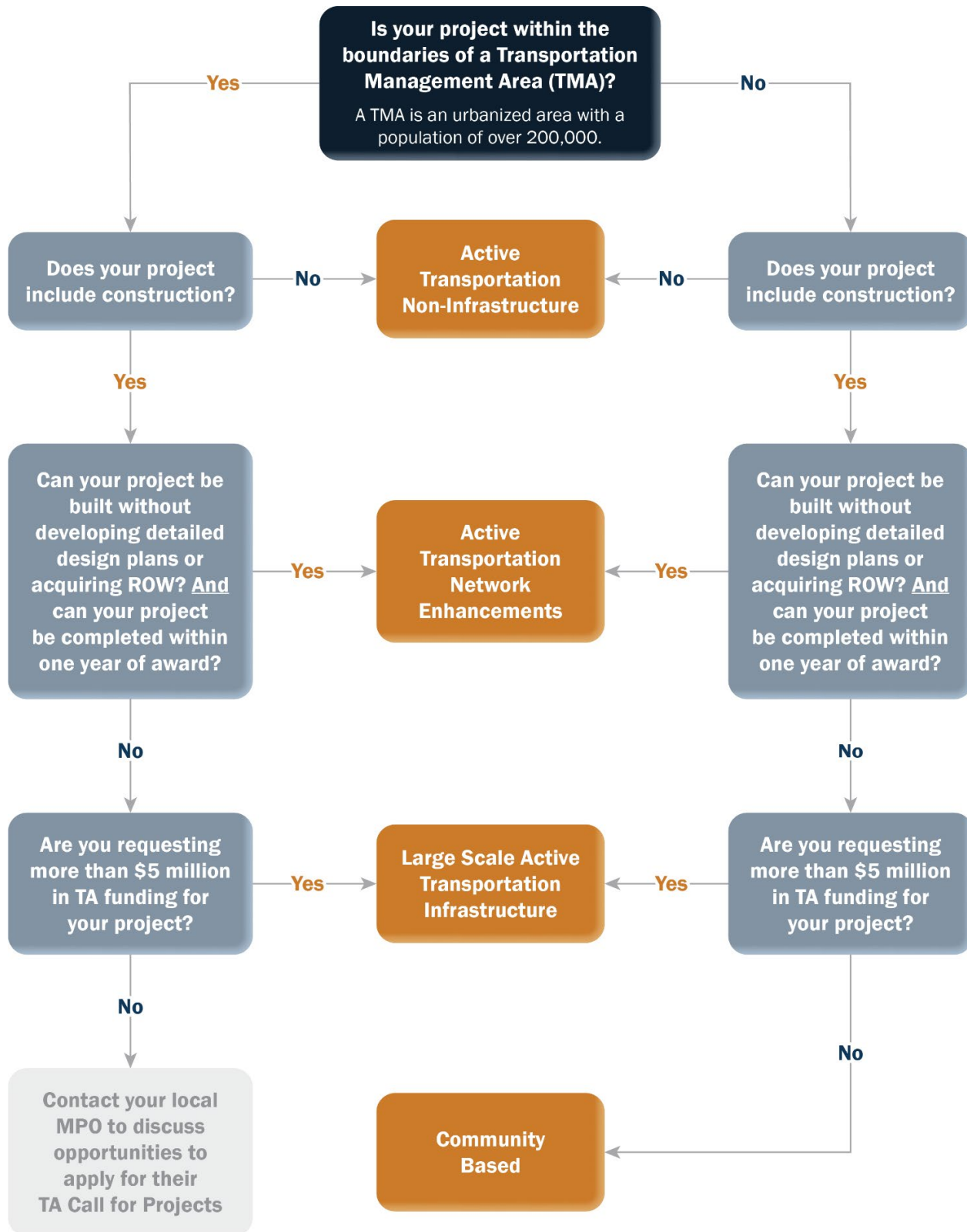
Project Category	Community-Based Infrastructure	Large Scale Active Transportation Infrastructure	Active Transportation Network Enhancements	Active Transportation Non-Infrastructure
Eligible Areas	Outside of TMAs & Population Areas < 200,000	Any Population Area		
Local Match	20% ¹			
Target Project Funding Amounts	\$250,000 to \$5M per project	\$5M to \$25M per project	\$250,000 minimum for cities <200,000; \$1M min otherwise ²	\$100,000 minimum ³
Eligible Project Sponsors	•Local governments •School districts •Transit agencies •Small MPOs (<200k) •TxDOT at the request of a sponsor •Others (see Eligible Sponsors) reference section			
Eligible Activities	Preliminary engineering and construction for •Bicycle infrastructure improvements •Shared use paths •Sidewalk improvements •Infrastructure-related projects to improve safety for non-motorized transportation •Construction of boulevards and other roadways that are located primarily in the right of way of divided highways and that improve access for bicyclists, pedestrians, and transit users and do not reduce on-system roadway capacity unless such a reduction has the prior approval of the department (for large scale active transportation only)		Quick construction or installation activities •Support active transportation networks •Infrastructure projects with limited or no design and no ROW acquisition activities •Can be completed quickly after award (a year)	Planning documents to assist communities develop non-motorized transportation networks
Project Examples	•Bike lanes, sidewalks, or shared use paths between key destinations and existing facilities •Bike lanes, sidewalks, or shared use paths between schools and neighborhoods •Eliminating barriers, improving safety, filling in gaps in bike/ped network •Safety lighting for pedestrians/bicyclists	High impact projects that substantively improve mobility options such as: •Long-distance active transportation routes (e.g., bicycle tourism trails) •Comprehensive accessibility improvements •Intermodal hubs •Shared use paths in rail or utility corridors •Improvements that mitigate barriers to bicycling and walking (e.g., ped/bike bridges)	•Traffic signal phasing improvements (e.g., leading pedestrian intervals) •Citywide pedestrian signal head additions •Citywide bike/ped counters •Bike share bikes and kiosk installations •Citywide bike parking installations •Citywide high visibility crosswalk installations •Separated bike lane upgrades (converting existing bike lanes into separated bike lanes) •Citywide ADA improvements •Mini roundabouts •Curb extensions/bulb-outs	•SRTS plan •Pedestrian plan •Bike plan •Safety action plan for pedestrians or bicyclists •Active transportation plan •ADA transition plans

¹ Some communities may be eligible for TDCs which allow for 100% federal TA funds to be applied to the project in lieu of a local match

² Target total award for all projects in this category ~\$10M-20M

³ Target total award for all projects in this category ~\$3M-5M

Figure 3: 2023 TA Program Call Project Category Decision Tree



Local Match for TA Projects

TA funding provides 80% federal funds with a 20% minimum local match required. The local funding match may be provided in one of the following ways:

- Cash provided by the project sponsor, or
- State funds in limited circumstances, or
- Transportation Development Credits (TDCs) for projects that meet specific economic criteria

A brief description of TDC eligibility is provided below.

Projects selected by the commission will include the addition of a 15% TxDOT administrative fee (based on the total estimated project construction cost) for TxDOT's direct state cost associated with the department's administration and oversight of the project. The department's administrative fee will be 80% federally funded with a 20% local match. The 20% local match for TxDOT's administrative cost can be provided utilizing the local match options outlined above.

Funds from other federal programs may be used as local funding match only when specifically authorized by federal law or regulation. Donated services may not be accepted as local funding match but may help reduce the overall cost of the project to the sponsor and would not be included in the project budget or scope of work. Third party cash donations paid to the project sponsor for use as the local match may be acceptable, if authorized by law.

TxDOT may in certain circumstances apply state funds to local match for projects that are on-system or fulfill ADA Transition Plan recommendations. This will be at the discretion of the TxDOT district the project is located in.

TA is a reimbursement program. After a project is authorized to proceed, allowable expenses are incurred by the project sponsor and reimbursement must be requested from the department. If a project selected by the commission is implemented by the department, the project sponsor must provide the local funding match prior to the commencement of project activities for each phase of work as outlined in the local agreement (i.e., Advance Funding Agreement).

Transportation Development Credits (TDCs)

Toll or transportation development credits are a federal transportation funding tool used to meet federal funding matching requirements. States accrue TDCs when capital investments are made in federally approved tolled facilities including toll roads and bridges. For TxDOT's 2023 TA Call for Projects, all projects that meet the economic criteria below may be eligible to apply for state TDCs that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Under TxDOT's 2023 TA Call for Projects, eligibility for TDCs is as follows:

1. The project is located in an economically disadvantaged county certified by the commission for FY 2023, or
2. The project is located in a city/Census Designated Place (CDP) that meets all of the following criteria:
 - Population less than 200,000
 - Below state average per capita taxable property value⁵
 - Below state average per capita income⁶, and
 - Above state average unemployment⁷

Appendix A identifies cities and CDPs that are eligible for TDCs. For a map of cities and CDPs eligible to use TDCs for local match please use this link:

(<https://txdot.maps.arcgis.com/apps/webappviewer/index.html?id=eb6b53d80aef46a3a9f5c28dd4248597>).

For rural projects located outside jurisdictional boundaries or CDPs not identified on the map, contact [TxDOT-PTN](#) for guidance.

Eligible TA Project Sponsors

Entities eligible to receive TA funds are listed below.

- A local government
- A regional transportation authority
- A transit agency
- A natural resource or public land agency
- A school district, a local education agency, or a school
- A tribal government
- A metropolitan planning organization (MPO) that serves an area with a population of 200,000 or less
- A nonprofit
- Any other local or regional governmental entity with responsibility for, or oversight of, transportation or recreational trails (other than an MPO that serves a population greater 200,000 or a state agency)
- A state, at the request of an entity listed above

⁵ Texas Comptroller of Public Accounts; 2020 City Rates and Levies, Total Property Market Value and U.S. Census Bureau; 2020 Decennial Census, Total Population

⁶ U.S. Census Bureau; 2020 5-Year Community Survey, Table DP03, Per Capita Income

⁷ U.S. Census Bureau; 2020 5-Year Community Survey, Table DP03, Civilian Unemployment Rate

Refer to 23 U.S.C. §133(h) for further details/descriptions of the above entities. A project sponsor may need to provide the department a reference to its enabling legislation for review to determine eligibility.

According to 23 U.S.C. §133(h)(4)(B), state departments of transportation (DOTs) at the request of another eligible entity are eligible project sponsors. Additionally, MPOs with a population of 200,000 or less are eligible project sponsors for TA funds. Moreover, state DOTs and MPOs of any size may provide assistance with applications or carry out a TA project once it is awarded funds even if the state DOT or MPO was not involved in the application for the project. For more information, see Section I. Project Implementation.

Entities with limited federally funded construction experience and entities without ROW ownership are strongly encouraged to partner with local governments (city, county, etc.) on construction-related projects. Only one entity is permitted to serve as a project sponsor and enter into an agreement for project implementation with TxDOT. The project sponsor is 100% responsible for the local match and project development.

Typically, a local government serves as the project sponsor because the majority of the improvements are located on property maintained by the local government. When a third party, such as a school district or nonprofit entity, partners on a project or agrees to provide a portion of the local funding match, it would be the project sponsor's responsibility to execute an agreement with the third party for any funding commitments and secure any right-of-entry for project construction while remaining the sole project sponsor.

Additionally, project sponsors may partner with transit agencies on projects that support safe, accessible connections to transit. TA funds may be transferred to a compatible Federal Transit Administration (FTA) grant program for implementation when a project has a transit nexus and when all project components are eligible under the receiving FTA Program rules. A transit nexus is defined as providing connecting pedestrian facilities within ½ mile of transit service or providing connecting bicycle facilities within 3 miles of transit service. Above, table 3 summarizes eligibility information.

C. PROJECT EVALUATION AND SELECTION CRITERIA

Selection criteria for TxDOT's TA Program were developed to support TxDOT's mission of connecting Texans to where they need to go and the department's vision to be a forward-thinking leader delivering mobility, enabling economic opportunity, and enhancing quality of life for all Texans. Additionally, TxDOT hosted a workshop to receive input from MPO and TxDOT stakeholders to establish evaluation criteria. These criteria were reviewed by the Bicycle and Pedestrian Advisory Committee and TxDOT staff to establish criteria category weights for each of the project categories. The department will evaluate the potential benefit to the state of each eligible TA project, as well as the project's potential to enhance the surface transportation system. The department intends to recommend and implement projects in various communities across Texas and includes equity evaluation criteria and local match assistance to ensure that projects in disadvantaged communities are afforded access to TA Program funds.

Table 4 outlines the criteria categories and measures that will be used to evaluate all eligible projects. The table includes a brief description of each evaluation criterion and a list of measures for each category. Table 5 provides the criteria category weights by project category. In the Detailed Application, project sponsors will address the criteria categories by responding to questions targeted toward specific evaluation criteria. A Detailed Application form and instructions will be available for download on the TxDOT webpage (<https://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>) on or around March 27, 2023.

Table 4: Criteria Categories, Descriptions, and Measures

Criteria Category	Criteria Description	Criteria Measures	Evaluation Details
Safety	▪ Demonstrates need for safety improvement and appropriate safety countermeasures ▪ Provides safer and/or less intimidating accommodations for walking, bicycling, and other non-motorized travel	Non-motorized crash count	TxDOT GIS analysis
		Non-motorized crash rate	TxDOT GIS analysis
		Documented safety hazards	Analysis of application responses
		Professional judgement of countermeasure appropriateness	Analysis of application responses
		Proposed infrastructure elements	Analysis of application responses
Connectivity & Accessibility	▪ Improves active transportation access to destinations of interest such as business districts, downtown, centers of business activity, high density residential, and/or employment centers ▪ Supports multi-modal connections ▪ Eliminates barriers to pedestrians, bicycle riders, and wheelchair users ▪ Supports investments in local/interregional tourism, especially Texas Bicycle Tourism Trails	Connects to bicycle, pedestrian, and/or transit infrastructure	Analysis of application responses
		Connects to active transportation destinations	Analysis of application responses
		Eliminates barriers	Analysis of application responses
		Along long-distance bike route	Analysis of application responses
		Population density*	TxDOT GIS analysis
		Employer density*	TxDOT GIS analysis
Project Readiness	▪ Demonstrates the ability to advance the project to construction immediately, if selected for funding ▪ Identifies comprehensive, detailed construction cost estimate ▪ Meets and/or exceeds design criteria established by US Access Board, FHWA, AASHTO, TxDOT, and/or NACTO ▪ Past project sponsor performance on previous	Professional judgement rating of project constructability/feasibility	Analysis of application responses
		Professional judgement rating of shovel readiness	Analysis of application responses
Geographic Equity	▪ Enhances livability by improving active transportation access and improves mode choice in underserved communities	Average percent zero car household	TxDOT GIS analysis
		Average percent unemployed	TxDOT GIS analysis
		Average percent minority	TxDOT GIS analysis
		Average percent disabled	TxDOT GIS analysis
		Average percent elderly	TxDOT GIS analysis
Community Support & Planning	▪ Public outreach demonstrates positive community support ▪ Established community partnerships commit to collaboratively implement project ▪ Project demonstrates a link to formal transportation planning efforts (e.g., ADA Transition Plan) ▪ Demonstrates commitment to provide the local match	Professional judgement of supporting documentation of community support	Analysis of application responses
		Professional judgement of alignment with local planning documents (if provided)	Analysis of application responses

* Criterion only applies to Community Based TA Medium Urban projects and Large Scale Active Transportation projects.

Detailed applications for Large Scale Active Transportation Infrastructure projects will also be required to submit narrative responses to support a criteria category called Transformational Elements. Additional points may be added to Large Scale Active Transportation Infrastructure based on Transformative Elements of projects.

Additional Criteria Category	Criteria Description	Criteria Measures
Transformational Elements (Large Scale Active Transportation Infrastructure only)	- Eliminates significant barrier for peds and/or bikes - Mitigates significant impacts to underserved communities - Leverages and/or complements other existing projects in community - Features significant economic development potential - Features innovative partnerships - Applies innovative, smart, or connected technologies	Professional judgment of narrative response

Table 5: Criteria Categories Weights by Project Category

Criteria Category	Criteria Category Weights			
	Community Based	Large Scale*	Network Enhancements	Non-Infrastructure
Safety	25%	25%	20%	30%
Connectivity & Accessibility	25%	25%	20%	30%
Project Readiness	25%	25%	35%	-
Geographic Equity	15%	15%	15%	20%
Community Support & Planning	10%	10%	10%	20%
Total	100%	100%	100%	100%

*Additional points may be added to Large Scale Active Transportation Infrastructure based on Transformative Elements of projects.

Evaluation Process

A department evaluation committee will oversee an evaluation process that will result in a recommended list of projects submitted during this Call for Projects to receive funding. Department staff will review, evaluate, and recommend projects submitted during the department's 2023 TA Call for Projects. TxDOT staff will screen each proposed project to determine whether it is eligible for funding under applicable federal and state law and determine whether the proposed project would meet technical standards established by applicable law and acceptable professional practice.

This Call for Projects features a two-step application process. The first step will culminate in an eligibility determination subject to TA Program rules based on responses in the preliminary application. Department staff will verify the eligibility of the project sponsor, the proposed construction activity, and the project location. At the end of Step 1, eligible project sponsors will be notified of their eligibility to submit a detailed application during Step 2. A detailed application with instructions will be provided to eligible project sponsors to download at that time. If the project sponsor, construction activity, or location is determined to be ineligible at any time during the application process, then the project sponsor will be notified that the project will not be further considered for funding under this program.

In Step 2, each eligible project will be scored—criteria category scores are weighted using the list of criteria and weights provided above in Tables 4 and 5.

During project evaluation, TxDOT may identify potential constructability concerns (e.g., drainage issues, limited ROW, substantially inadequate budget, etc.). In this situation, TxDOT may recommend a project be phased and advanced for preliminary engineering (i.e., PS&E and environmental documentation) only. If a project is awarded preliminary engineering funding only, the project must be resubmitted in a future call for projects to be considered for construction funding.

A project that does not complete Step 1 successfully will not be evaluated in Step 2. An application package that fails to include items required in the instructions for the preliminary and detailed applications will be considered incomplete and may not be considered for funding. The department may request supplemental information, as needed, to conduct project screening and evaluation. If a project sponsor is nonresponsive or fails to adequately address requests for supplemental information, their application will be considered incomplete and may not be considered by funding.

The evaluation committee will provide project selection recommendations and supporting documentation to the director of the division responsible for administering the TA Program. The director of the responsible division will review the recommendations and supporting documentation and provide a list of recommended projects to the commission for consideration.

D. ALLOWABLE COSTS

For TxDOT's 2023 TA Program call, the department's TA funds are available for:

- Project construction
- Preliminary engineering and design, including preparation of construction plans, specification, and estimates (PS&E), and associated survey work
- Environmental documentation
- Planning activities associated with development of planning documents to assist communities develop non-motorized transportation networks
- Right-of-way acquisition on a case-by-case basis as approved by TxDOT. ROW acquisition must facilitate project execution within TA Program obligation requirements and be supported by affected property owners.

Any project costs incurred prior to selection by the commission, execution of a local agreement, and authorization from the department to proceed will not be eligible for reimbursement. The commission will specify an amount of federal TA funds for each project. See Section F for details.

Projects funded under 23 U.S.C. §133, including TA projects, shall be treated as projects on a federal-aid highway (23 U.S.C. §133(i)). This subjects all TA projects to various federal-aid requirements (e.g., Davis-Bacon prevailing wage requirements, Buy America, planning, environmental review, procurement and letting, etc.). Guidance regarding such requirements is found in the **TxDOT Local Government Projects Toolkit (LGP Toolkit)** at <https://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>. The LGP Toolkit provides specific information regarding the applicable laws (see Project Policy Manual), procedures (see Project Management Guide), and best practices (see Best Practices Workbook) that must be adhered to regarding some or all phases of a TA project. Relevant portions of the LGP Toolkit are referenced in this guide.

The following costs are not eligible for federal reimbursement under this program call with TxDOT's TA funds:

- Environmental mitigation
- Utility adjustments (unless incidental to the project and approved as part of the project scope)
- Landscape improvements (unless incidental to the project and approved as part of the project scope)
- Acquisition of right-of-way and other property purchases that are not approved by TxDOT

The total amount for incidental construction activities (such as minor utility adjustment, minor drainage improvements, roadway repair, etc.) should not exceed 30% and amenities are allowed up to 10% of the project's construction budget.

If any element in a project application fails to meet federal and state requirements (e.g., warrants or conditions for traffic signals), the item will not be considered an eligible expense for reimbursement. A project construction budget must have a minimum of 75% of its cost items eligible for reimbursement in order to remain in competition. Ineligible items will not be funded. The project sponsor will need to demonstrate a willingness and ability to pay ineligible costs and/or demonstrate that the TA project is constructible as an independent project without the ineligible items.

Project overruns will be evaluated by the responsible division administering the program, in coordination with the project sponsor, on a case-by-case basis to determine if the project will continue and how the additional costs will be covered. The criteria for determining if the project may receive additional federal funding to cover overruns were established in 43 Texas Administrative Code (TAC) §11.411(d) and are outlined below.

If program funds remain or are returned to the program due to cost underruns, the responsible division may apply additional TA Set-Aside funds, on a needs basis, for project overruns based on:

1. Justification of overruns,
2. Timing of request,
3. Availability of funds;
4. A reasonable expectation of the ability of the project sponsor to complete the project; and
5. If overrun requests exceed available funds, application of additional funds will be based on the economic criteria outlined below:
 - a. Project is located in an economically disadvantaged county certified by commission for FY 2023, or
 - b. Project is located in a city/Census designated place (CDP) that meets the following criteria:
 - i. Population less than 200,000
 - ii. Below state average per capita taxable property value⁸
 - iii. Below state average per capita income⁹, and
 - iv. Above state average unemployment¹⁰

⁸ Texas Comptroller of Public Accounts; 2020 City Rates and Levies, Total Property Market Value and U.S. Census Bureau; 2020 Decennial Census, Total Population

⁹ U.S. Census Bureau; 2020 5-Year Community Survey, Table DP03, Per Capita Income

¹⁰ U.S. Census Bureau; 2020 5-Year Community Survey, Table DP03, Civilian Unemployment Rate

E. 2023 PROJECT SPONSOR WORKSHOP SCHEDULE

TxDOT will host project sponsor workshops in-person and virtually to provide information and guidance on TxDOT's 2023 TA Call for Projects. Potential project sponsors, consultants, and others interested in the program are invited to attend any scheduled workshop listed below. Registration is required for virtual meetings. If you need interpretation or translation services or you are a person with a disability who requires an accommodation to attend or participate, please contact the coordinator identified below at least five business days in advance of the meeting. Recordings of these virtual workshops will be available for review on the TxDOT webpage (<https://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>) in the weeks following the workshops. Questions submitted during the workshops or received by December 16, 2022 will be reviewed and responses posted on the program webpage on or around December 21, 2022.

November 29, 2022 (9:00AM – 12:00PM)

Virtual Workshop

[Click Here to Register](#)

Coordinator: [Noah Heath](#) (316) 876-7184

November 30, 2022 (9:00AM – 12:00PM)

League City Community Center,

400 South Kansas Avenue

League City, Texas 77573

Coordinator: [Ana Ramirez Huerta](#) (281) 928-4156

December 6, 2022 (9:00AM – 12:00PM)

North Central Texas Council of Governments

Transportation Council Room

616 Six Flags Dr., Centerpoint Two

Arlington, TX 76011

Coordinators: FTW [Iftekhar Ali](#) (817) 370-3565

DAL [Rachael Twiggs, P.E.](#) (214) 320-6669

December 7, 2022 (9:00AM – 12:00PM)

TxDOT El Paso District Office,

13301 Gateway Blvd West

El Paso, TX 79928

Coordinators: [Adriana Rodriguez](#) (915) 790-4221

[Jose Bocanegra Jr.](#) (915) 790-4365

December 15, 2022 (9:00AM – 12:00PM)

TxDOT Laredo District Office,

Large Meeting Room

1817 Bob Bullock Loop

Laredo, TX 78043

Coordinator: [Janece Marquez](#) (956) 712-7438

December 16, 2022 (9:00AM – 12:00PM)

Virtual Workshop

[Click Here to Register](#)

Coordinator: [Noah Heath](#) (316) 876-7184

F. SELECTION OF TA PROJECTS BY THE TEXAS TRANSPORTATION COMMISSION

The Texas Transportation Commission (commission) will select TA projects through a competitive process administered by the department.

The commission, by written order, will select projects for funding under the TA Program based on:

1. Recommendations from the director of the division responsible for administering the TA Program
2. The project's potential benefit to the state
3. The project's potential to enhance the surface transportation system
4. Funding availability

The commission is not bound by project recommendations provided by the department. The department will notify the sponsors of selected projects.

The commission will specify an amount of federal TA funds for each project selected. Refer to Section E. Allowable Costs for information on project cost overruns.

The number of project applications and individual project complexity may result in commission action over one or more meetings to expedite project implementation.

G. PROJECT ELIMINATION

A project will be eliminated from participation in the TA Program if, prior to the execution of the local agreement, the governing body of a municipality or county in which project activities are proposed, by resolution, order, or other official action, notifies the department of its opposition to the project.

TxDOT's executive director may eliminate a project or a portion of a project from participation in the TA Program if:

- The project sponsor fails to meet requirements established in the department's rules
- Implementation of the project would involve significant deviation from the activities proposed in the application package and approved by the commission
- The project sponsor withdraws from participation in the project
- A local agreement (i.e., Advance Funding Agreement) is not executed between the local entity and the department within one year after the date that the commission selected the project
- A construction contract has not been awarded or construction has not been initiated within three years after the date that the commission selected the project
- The executive director determines that federal funding may be lost because the project has not been advanced, implemented, or completed in a timely manner

H. FINDING OF INELIGIBILITY AND REQUEST FOR RECONSIDERATION

The department will notify the project sponsor of ineligible project activities proposed and the reason for the determination by certified mail, return receipt requested. A request for reconsideration may be initiated only by a certified letter from the project sponsor setting forth reasons in support of a finding of eligibility to the department's executive director with a CC: to the director of the division responsible for the TA Program (see addresses below). The letter requesting reconsideration MUST be received by the department no later than 15 days after the project sponsor received the department's notification of ineligibility, as established by the certified mail return receipt. A request for reconsideration must be mailed to the following parties:

To: TxDOT Executive Director
125 E. 11th Street
Austin, Texas 78701

Copy: TXDOT – PTN Director
125 E. 11th Street
Austin, Texas 78701

The determination of the executive director (following consultation with department and FHWA staff) in response to a project sponsor's request for reconsideration will be final.

I. PROJECT IMPLEMENTATION

The project sponsor shall implement or arrange for implementation of each project selected by the commission in accordance with statutory requisites and contracting procedures applicable to the type and character of the project. In accordance with 23 CFR §635.105, TxDOT ensures that a project sponsor “is adequately staffed and suitably equipped to undertake and satisfactorily complete” a project, and therefore, the department, in its sole discretion, may decide to perform certain phases or otherwise complete a project on behalf of a project sponsor. All projects shall be developed to current standards and specifications established or recognized by the federal government, the department, and the TA rules.

Local Government Project Requirements

All project sponsors awarded funding under the TA Program who propose to manage and perform any work on the project will be required to designate a “Responsible Person in Charge” (RPIC), a “Project Manager” (PM), and a “Qualified” person in accordance with TxDOT’s Local Government Project Program (LGPP). Refer to the TxDOT Local Government Projects Toolkit for requirements: <https://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>.

Through its LGPP Qualification Program, the department offers a 12-hour course (LGP101) to train and qualify individuals working on state or federally funded projects. Training is complete when at least one individual who is working actively and directly on the project successfully completes and receives a certificate for the LGP101 course. The individual who completes this training is designated as the project sponsor’s “Qualified” person. The “Qualified” person may be an employee of the local government or an employee of a firm that has been contracted by the local government to perform oversight of the project. The department requires all persons “Qualified” through this program to successfully complete the LGPP qualification course at least once every three years. For local government project guidance and training visit the department’s LGPP website: <http://www.txdot.gov/government/programs/local-government-projects.html>. It is recommended that the project sponsor’s “Qualified” person complete the LGPP training as soon after project selection as possible.

In order for the department to authorize a local entity to manage elements of a project with FHWA or state funds, the department MUST perform a Local Government Risk Assessment. This assessment allows the department to evaluate the project sponsor’s qualifications to perform one or more elements of the project development process for an FHWA- or state-funded project and set an appropriate level of department oversight. Refer to the department’s guidance for Local Government Risk Assessment and Participation/Responsibilities in AFAs at: <http://ftp.dot.state.tx.us/pub/txdot/lgp/funding/guidance.pdf>.

Adding Projects to the Statewide Transportation Improvement Program (STIP)

TA projects may be grouped in the TIP/STIP unless the project doesn't meet the definition of a grouped project, is considered regionally significant, or is required to be individually listed in accordance with MPO policy. If a project selected by the commission is to be implemented in a metropolitan area, the department will request that the metropolitan planning organization (MPO) for that area immediately begin the process required to include the selected project in its Transportation Improvement Program (TIP) as appropriate; however, *it is the project sponsor's responsibility to make sure the project is included in the MPO's local TIP*. Early coordination with the MPO is strongly recommended. For projects in population areas outside the boundaries of an MPO, the department will immediately begin the process to include projects in its rural TIP and STIP, as appropriate. Projects that are individually listed must be identified in the MPO's TIP or in the department's rural TIP before the project can be added to the STIP. The STIP is updated quarterly and requires FHWA approval.

Execution of Local Agreement with the Department

All TA project sponsors must enter into a local agreement (e.g., Advance Funding Agreement) with the department and comply with all federal and state procedures applicable to development of federal-aid transportation projects. The local agreement must be executed by the project sponsor within one year of the date of selection by the commission or risk loss of federal funding.

Development of the local agreement for TA projects can begin immediately after project selection. As part of the agreement process, a determination will be made as to whether the project's federally participating preliminary engineering and construction letting (advertisement for bids and contract management) will be performed by the department or by the project sponsor. At the department's discretion, TA projects may be developed and/or let for construction by the department. Alternatively, project sponsors may seek department authorization for local project development and/or construction letting of their project(s).

In accordance with federal and state rules, the department will perform a Local Government Risk Assessment to determine the project sponsor's qualifications to perform one or more elements of the project development process. For additional information refer to ***Local Government Project Requirements***, above, and: <http://www.txdot.gov/government/programs/local-government-projects.html>. This determination dictates many subsequent steps in the project development process. A project sponsor requesting local responsibility for project development or construction letting will need to demonstrate adequate cash flow to accommodate the payment of 100% of costs pending reimbursement of the federal and/or state share of allowable costs for TA projects. The department's local district office will make the final determination after consultation with division staff and the project sponsor. See *Construction Letting by the Project Sponsor* and *Construction Letting by the Department* below.

Regardless of whether the project is developed and let for construction by the department or by the project sponsor, the department will have oversight responsibility and will incur direct state costs associated with project development, plan review (generally conducted at 30%, 60%, 90%, and 100% complete), and construction oversight. The detailed application will automatically apply a 15% fee to the project budget for the department's direct state costs, based on the total estimated cost for construction. The department's direct state costs are eligible for federal reimbursement in accordance with the program rules.

Example 1:

A TA project with an estimated construction cost of \$1,000,000 will have a 15% administration cost of \$150,000, which will be added to the total project cost. TA project costs are 80% federally reimbursable with a 20% local match. The 20% local match for a \$150,000 direct state cost would be \$30,000.

As outlined in the local agreement, the project sponsor will be required to advance the local match for preliminary engineering phase activities including the associated direct state costs in cash within 30 days of signing the local agreement. The department will not begin project reviews until the local match is received. The project sponsor would subsequently provide the remaining local match for construction and construction oversight, plus any estimated overruns within 60 days prior to the Construction contract being advertised for bids.

Federal Project Authorization and Agreement (FPAA)

The department is responsible for securing the federal funding for each phase of work. The environmental documentation must be cleared, all property must be acquired, any major utility adjustments must be completed, and the construction plans must be completed before the department requests an FPAA from FHWA to obligate the federal funding for construction.

It is critical for project sponsors to accurately estimate the time it will take to have the project ready to let. A project timeline is required as part of the Detailed Application. The timeline will be used to identify project funding and establish the year for construction letting.

TA funding is time-sensitive; TA funds are available for obligation for a period of three years after the last day of the fiscal year for which the funds are apportioned to the state. Due to the limited period of availability of TA funds, approval to adjust the letting date of a TA project must be obtained from the TA Program Manager in the TxDOT division responsible for administering the program.

Plans, Specifications, and Estimates (PS&E)

The project sponsor is responsible for plan preparation, environmental documentation, and other design-related activities including required reviews. All bicycle/pedestrian infrastructure design must comply with the Americans with Disabilities Act (ADA) and meet or exceed the minimum design requirements identified in the latest edition of TxDOT's [Roadway Design Manual](#). Pedestrian

facilities must conform to the [Public Right of Way Accessibility Guidelines](#) (latest edition) as published by the US Access Board or the 2010 ADA Standards and Texas Accessibility Standards, as applicable. All design criteria for on-road and off-road bicycle facilities must comply with the *Guide for the Development of Bicycle Facilities* (latest edition) as published by the American Association of State Highway and Transportation Officials (AASHTO). When selecting bicycle infrastructure design elements, it is advisable to refer to FHWA's [Bikeway Selection Guide](#) and [Small Town and Rural Design Guide](#). When constructing projects along transit routes or connecting pedestrians and bicyclists to transit, it is advisable to refer to FHWA's [Improving Safety for Pedestrians and Bicyclists Accessing Transit](#). For projects proposing to construct a segment of the Texas Bicycle Tourism Trails Network, refer to recommended design guidelines and routes on TxDOT's webpage: <https://www.txdot.gov/inside-txdot/modes-of-travel/bicycle/plan-design/tourism-study.html>. Project sponsors may propose a locally preferred alternative route to a route identified on the Texas Bicycle Tourism Trails Example Network.

For costs associated with consultant services to be eligible for reimbursement, the project sponsor's consultant selection procedures will need to be approved by TxDOT to ensure they meet all federal and state requirements for selection of professional engineering services. These requirements are outlined in the department's Local Government Project Management Guide (<http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf>).

If reimbursements for engineering/environmental services are authorized, the project sponsor is required to submit plans to the department for review at progressive stages of development to ensure that state and federal standards are met (e.g., 30%, 60%, 90%, and 100% completion). For all other projects, design reviews occur at agreed-upon stages of development. Contact your local TxDOT district office to establish expectations.

If the estimated construction cost of pedestrian elements in the project is \$50,000 or greater, the project must be reviewed by a Registered Accessibility Specialist (RAS) licensed by the Texas Department of Licensing and Regulation (TDLR). This may require an additional two months in the review process. As a result, include a minimum of three months for TxDOT's final plan review.

Environmental Documentation

The level of documentation required for TA project activities generally falls under a Categorical Exclusion (CE); however, with any action, impacts may occur whereby more substantial environmental documentation could be required (Environmental Assessment [EA] or Environmental Impact Statement [EIS]).

CEs are defined in 40 CFR §1501.4 as projects that do not individually or cumulatively have a significant environmental effect.

A project sponsor is responsible for completing the following tasks:

- Review the proposed project activities to determine if they meet the criteria outlined in 23 CFR §771.117 to be classified as a CE; preparation of an EA or EIS may be required for projects that don't meet the criteria for a CE.
- Determine the required environmental compliance tasks.
- Collaborate with the department representative (typically the department's local district environmental coordinator) to prepare the project scope that outlines the required environmental tasks and associated responsibilities.
- Ensure that any required environmental studies, resource agency coordination, and public participation are completed.
- As agreed to in the scope, prepare all required documentation that supports the environmental determination (CE, EA, or EIS).
- Maintain the project file for submittal to the department.
- Document and implement any environmental permits, issues, or commitments.

If the project is selected for funding, the department's environmental staff will be responsible for coordinating the required environmental studies with the appropriate resource specialists, including relevant specialists at other state and federal agencies, as applicable. For example, impacts to historic properties will be coordinated through the department as part of the project's environmental documentation process. Depending on the nature of the historic property, State Historic Preservation Office (SHPO) coordination can take several months to complete.

For more information on the department's environmental processes, please refer to the following resources:

- Categorical Exclusions for transportation projects in Texas Administrative Code: *Title 43, Part 1, Chapter 2, Subchapter D, Rule §2.81*:
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=43&pt=1&ch=2&rl=81](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=43&pt=1&ch=2&rl=81)
- TxDOT's Environmental Compliance Toolkits:
<http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>
- TxDOT's LGP Management Guide Chapter 5:
<http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf>

Environmental approval is a required step in the project development process. A Renewed Memorandum of Understanding between FHWA and TxDOT entitled Concerning State Of Texas' Participation in the Project Delivery Program Pursuant To 23 U.S.C. 327 (December 2019) assigned authority to TxDOT to make FHWA project decisions for assigned projects. Therefore, in most cases, the department (rather than FHWA) will provide the final environmental review and project decision for 2023 TA projects.

The project sponsor is encouraged to work closely with the department's local district environmental coordinator on project scope and environmental documentation requirements. This will significantly facilitate the development and approval of environmental documentation. Once a project sponsor submits required environmental documentation to TxDOT, the department's review, resource agency coordination, and the environmental decision process can take as little as a few days or as long as several months. The length of this process depends on the project location, the complexity of the project, and the completeness and accuracy of information submitted.

Public/Stakeholder Involvement

An appropriate level of public/stakeholder involvement is required for each project submitted under TxDOT's 2023 TA Call for Projects.

Current TxDOT environmental rules require a public hearing be held for a project that "substantially changes the layout or function of a connecting roadway or existing facility." Based on current state environmental rules, the addition of bicycle lanes is included in the definition of a "substantial change in function of a roadway." For the purposes of this requirement, "bicycle lane" means a portion of a roadway that is designated by striping, signing, or pavement markings for the exclusive use of bicyclists. Shared-use paths and wide shoulders are not considered "bicycle lanes" for the purposes of this requirement. Also, none of the following situations regarding bicycle lanes are treated as "substantially changing the layout or function of a connecting roadway or an existing facility or facilities:"

- Striping bicycle lanes when the pre-existing roadway already accommodated bicycles;
- Striping one or more non-continuous bicycle lanes approaching or through intersections, driveways, or other conflict areas; or
- Striping bicycle lanes not along, but across a roadway at an intersection to allow the continuation of planned or existing bicycle lanes on crossing local streets or other bicycle facilities.

The public hearing requirement for the addition of bicycle lanes may be satisfied if the project is addressed in a local hearing held under 43 TAC §25.55, "Comment Solicitation on Bicycle Road Use." For any such project, the environmental review project file must contain a statement (e.g., Environmental Compliance and Oversight System [ECOS] Journal entry) indicating that the project was addressed in a local hearing held under 43 TAC §25.55 and the date of that local hearing. Not all of the requirements of TxDOT's Environmental Handbook for Public Involvement apply to a local hearing held under 43 TAC §25.55. Work with your District TA Coordinator to understand public involvement requirements related to your project. For more information about TxDOT's public involvement practices, refer to <http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/760-01-gui.pdf>.

SRTS-type projects require coordination between the local jurisdictions responsible for the roadways/sidewalks/paths leading to schools and the school districts responsible for affected school campuses.

Additional interagency coordination may be necessary. Most agencies request a minimum of 30 days to review a project proposal and provide a letter of support. Contact agencies early to allow sufficient time to acquire any supporting documentation that may be required/desired as part of a proposed project.

Right-of-Way (ROW)

Proposed improvements may be located on state-maintained roadway ROW (on-system) or on property owned by the project sponsor (off-system). Projects may be constructed on private property if the proper easement is obtained. Projects that include state-maintained ROW or have a direct effect on an existing state-maintained roadway must have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer of the TxDOT district in which the project is located. This consent cannot be delegated. If a project is proposed on state right-of-way, the project sponsor is responsible for securing permission/access from the department prior to construction.

A project that will require the acquisition of real property must comply with the Uniform Relocation Assistance and Real Property Acquisition Act. The exercise of eminent domain or condemnation is not allowed for the department's 2023 TA Call for Projects. For requirements and information on how to acquire ROW and accommodate utilities, refer to the department's Local Government Project (LGP) Management Guide, Chapter 6 *Right of Way and Utilities*.

Railroad Impacts and Coordination

Advanced railroad coordination is strongly recommended and may be essential for funding consideration. Obtaining railroad approval can take in some instances several years if the project construction is occurring within a railroad right of way. Coordination with a railroad is a requirement for all projects that are within 100 feet of railroad right-of-way (including grade-separated crossings) and/or all projects that begin or end within 500 feet from an at-grade highway-rail crossing to ensure traffic control and construction do not interfere with an active crossing.

For projects that meet the threshold for railroad coordination, documentation of railroad coordination must be included as an attachment to the detailed application. At a minimum, this documentation should demonstrate that coordination with the railroad has been initiated and the railroad is in support of the project. Projects with completed railroad coordination documentation or written agreements in place demonstrate a stronger level of project readiness, and these documents should be attached, if available.

Cost can vary depending on railroad owner and elements of a project, so it is important to communicate with the railroad early to understand the full magnitude of associated costs. Railroad crossings of bicycle/pedestrian infrastructure must incorporate appropriate, ADA-compliant pedestrian and bicycle elements, such as planks, crossing arms, etc., to allow for safe crossing of the railroad by non-motorized users. Estimated costs may also include flaggers, permits, insurance,

and oversight by the railroad, or costs for the railroad to construct the work on behalf of the project sponsor. Additionally, the railroad may require a fee to conduct plan reviews in advance of issuing an agreement. If the project sponsor has not been in contact with the affected railroad regarding the proposed project, then the project may not be ready for funding consideration.

Construction Letting by the Project Sponsor

If the project sponsor is authorized for a local construction letting, the project sponsor will be required to pay 100% of the construction costs as the work is done and request reimbursement of allowable costs incurred up to the percentage applicable. Before the project sponsor can advertise for construction bids, the project must have environmental clearance (in accordance with current department procedures) and the project sponsor MUST have a State Letter of Authority (SLOA) from the department to proceed to the construction phase of work.

Construction Letting by the Department

If the project is let for construction by the department, the outstanding local match (if any) and 100% of any estimated cost overages will be due to the department 60 days prior to advertising for construction.

Contractor for Construction

The construction contractor must be chosen through a competitive bidding process approved by the department. The construction contract will be awarded to the lowest responsive and responsible bidder, in accordance with *23 CFR Part 635*.

Note: The department has oversight and monitoring responsibilities for transportation projects when project costs are wholly or partially paid using FHWA or state funds.

Scope Modifications

Projects must be developed as described in the 2023 TA Detailed Application and approved by the commission. Any change to the scope of work specified in the application package and approved by the commission must have advance written approval. Changes in items of work or project scope that occur without advance departmental approval will not be reimbursed.

Payment of Costs

If the project sponsor is authorized for a local construction letting, the project sponsor will be required to pay 100% of the construction costs as the work is done and request reimbursement of the allowable costs incurred up to the percentage applicable. A project sponsor must use the forms and procedures specified by the department to request reimbursement of allowable costs incurred. The department will submit all requests for reimbursement of allowable costs to FHWA. For locally

developed and let projects, the entire project cost is borne by the project sponsor until reimbursement can be obtained from FHWA for eligible activities.

Costs incurred prior to the inclusion of the project in the STIP, execution of the local agreement, or prior to federal and state approval and authorization to proceed are not eligible for federal reimbursement.

Project Inspection and Acceptance

Upon completion of construction, the project sponsor must have a Professional Engineer registered in Texas certify that the project was constructed in substantial compliance with project specifications and requirements. The department is responsible for the inspection and final acceptance of all TA projects selected by the commission and for certification of project completion. If the project sponsor does not complete the project as originally approved by the commission, the department may seek reimbursement of the expended federal funds from the sponsor.

Period of Performance End Date

The period of performance end date must be included in the local agreement, after which time additional costs incurred are not eligible for federal reimbursement. Recipients are required to submit all eligible incurred costs and required performance and financial reports or project records specified in the local agreement or stewardship and oversight procedures within 90 days after the agreement end date. The project should be closed within one year after receipt and acceptance of all required final reports.

Maintenance and Operation

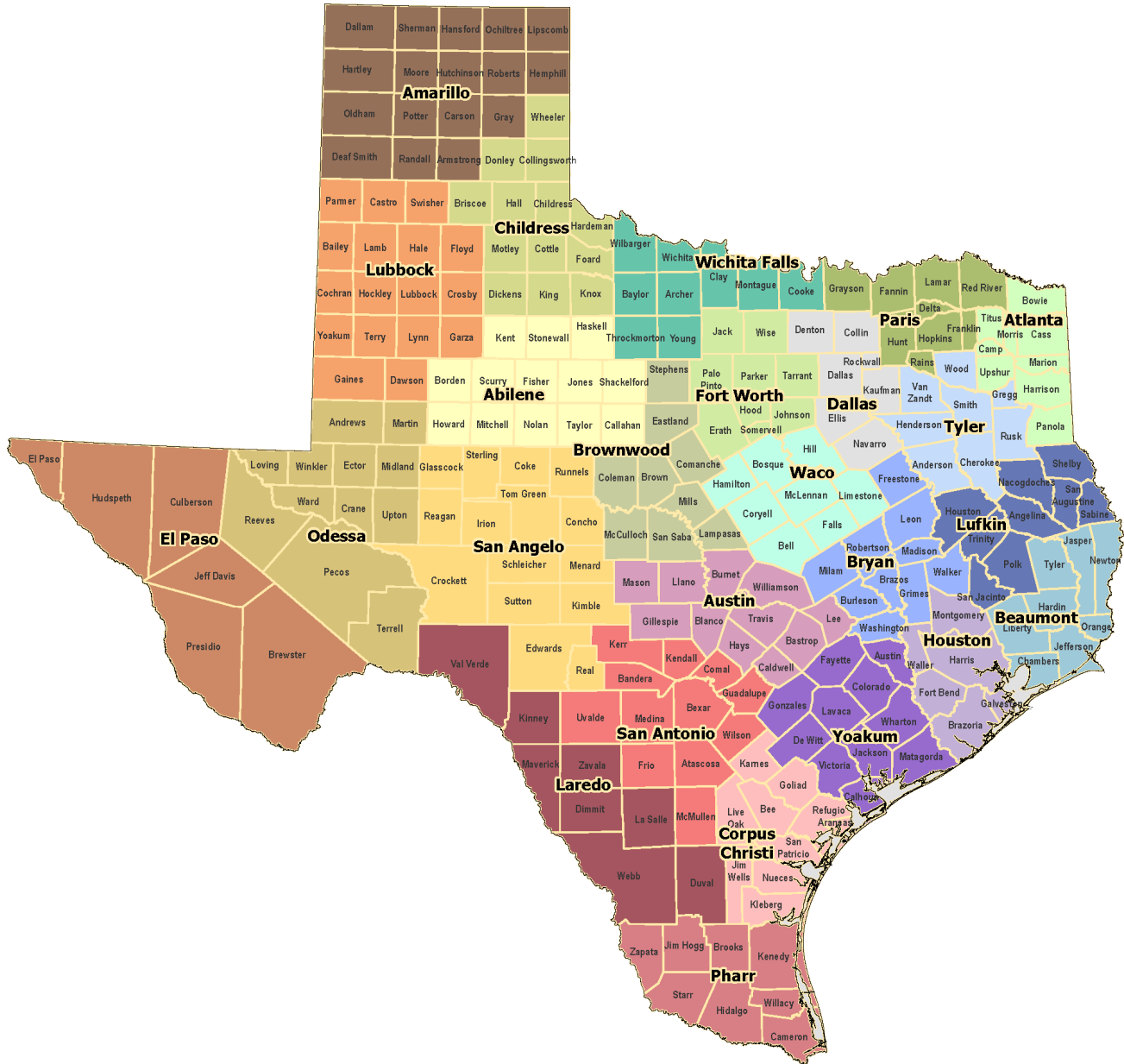
A project selected by the commission shall be maintained and operated by the project sponsor for the purpose for which it was approved and funded, and for a period of time that is commensurate with the amount of federal investment in the project. A project selected by the commission shall be dedicated for public use for the greater of (1) a period that is commensurate with the amount of federal investment in the project; or (2):

- 10 years, if the amount of federal investment in the project is \$1 million or less
- 20 years, if the amount of federal investment is more than \$1 million.

If at any time the project sponsor can no longer maintain and operate the project for its intended purpose, the project sponsor shall consult with the department and FHWA as to disposal or alternate uses consistent with the project's original intent.

J. TXDOT DISTRICT MAP

To locate the TxDOT District Office in your area, visit <https://www.txdot.gov/about/districts.html>. This website includes hyperlinks to TxDOT's 25 district office websites. Identify the project county and district using the map below. Use the TxDOT District TA Coordinators list on the following page to identify the local TA Coordinator for that district office.



K. TXDOT DISTRICT/DIVISION TA COORDINATORS

TxDOT's District TA Coordinator will be your first point-of-contact to discuss TxDOT's 2023 TA Call for Projects and the project nomination process. Click the District Coordinator's name to send an email.

Abilene District Office

[Bryce Wade](#)

4250 North Clack
Abilene, TX 79601-0150
(325) 676-6928

Amarillo District Office

[Russell Washer](#)

5715 Canyon Drive
Amarillo, TX 79110-7368
(806) 356-3249

Atlanta District Office

[Lori Huett](#)

701 East Main
Atlanta, TX 75551
(903) 799-1301

Austin District Office

[Michelle Meaux](#)

7901 North IH 35
Austin, TX 78753
(512) 832-7049

Beaumont District Office

[Arnold Vowles](#)

8350 Eastex Freeway
Beaumont, TX 77708
(409) 898-5773

Brownwood District Office

[Andrew Chisholm](#)

2495 Hwy. 183 North
Brownwood, TX 76802
(325) 643-0442

Bryan District Office

[Stephen R. Copley, RLA](#)

[Amanda Owens](#)
2591 N. Earl Rudder Freeway
Bryan, TX 77803-5190
(979) 778-9631

Childress District Office

[Annabel Jurado](#)

7599 US 287
Childress, TX 79201-9705
(940) 937-7251

Corpus Christi District Office

[Jason Alvarez](#)

1701 South Padre Island Drive
Corpus Christi, TX 78416(361)
808-2495

Dallas District Office

[Rachael Twiggs, P.E.](#)

4777 East Highway 80
Mesquite, TX 75150
(214) 320-6691

El Paso District Office

[Adriana Rodriguez](#)

[Jose Bocanegra Jr.](#)
13301 Gateway Blvd West
El Paso, TX 79928
(915) 790-4328

Fort Worth District Office

[Iftekhar Ali](#)

2501 SW Loop 820
Fort Worth, TX 76133
(817) 370-6591

Houston District Office

[Ana Ramirez Huerta](#)

7600 Washington Avenue
Houston, TX 77007
(713) 802-5810

Laredo District Office

[Janece Marquez](#)

1817 Bob Bullock Loop
Laredo, TX 78043
(956) 712-7438

Lubbock District Office

[Kristi Schwartz](#)

135 Slaton Road
Lubbock, TX 79404-5201
(806) 748-4435

Lufkin District Office

[Celeste Solis](#)

1805 North Timberland
Lufkin, TX 75901
(936) 633-4397

Odessa District Office

[Kelli Williams](#)

3901 East US Hwy. 80
Odessa, TX 79761
(432) 498-4752

Paris District Office

[Scott Shannon](#)

1365 North Main Street
Paris, TX 75460-2697
(903) 737-9285

Pharr District Office

[Craig Wuensche](#)

600 West Interstate 2
Pharr, TX 78577-6535
(956) 702-6306

San Angelo District Office

[Mitchell Gatlin](#)

4502 Knickerbocker Road
San Angelo, TX 76904
(325) 947-9242

San Antonio District Office

[Suman Shrestha](#)

4615 N.W. Loop 410
San Antonio, TX 78229
(210) 615-6113

Tyler District Office

[Dylan McCord](#)

2709 West Front Street
Tyler, TX 75702
(903) 510-9157

Waco District Office

[Brenton Lane](#)

100 South Loop Drive
Waco, TX 76704-2858
(254) 867-2761

Wichita Falls District Office

[Kyle Poirot](#)

1601 Southwest Parkway
Wichita Falls, TX 76302-4906
(940) 720-7776

Yoakum District Office

[Barbara Obelgoner](#)

403 Huck Street
Yoakum, TX 77995-2973
(361) 293-4371

Public Transportation Division (PTN):

[Noah Heath](#)

TxDOT - PTN

TA Program Manager
125 E. 11th Street
Austin, TX 78701
(512) 486-5973

L. BIKEWAY TERMINOLOGY

Shared Use Paths and Sidepaths

Can be located adjacent to roadways and physically separated from motorized vehicular traffic by a landscaped buffer or a barrier or along an independent alignment. Shared use paths are generally design for two-way travel and may also be used by pedestrians (including users of manual and motorized wheelchairs, and joggers) and other authorized motorized and non-motorized users such as skaters and eScooters. Conflict points occur between motorists and path users at intersections and driveways.



Separated and Raised Bicycle Lanes

A bicycle lane that is physically separated from the adjacent motor vehicle traffic by vertical elements in the street buffer. They are designed to operate one-way but may also operate two-way. Vertical elements separating the bike lane from the travel lane may include continuous raised medians, flexible posts, intermittent concrete curbing, or parked vehicles. Raised bicycle lanes are distinct from the sidewalk but may be at sidewalk level.



Bike Lane and Buffered Bike Lane

Bike lanes are one-way facilities on a roadway that typically carry bicycle traffic in the same direction as adjacent motor vehicle traffic. Bike lanes are provided for the exclusive use of bicyclists and are identified through signage, striping, or other pavement markings.

A buffered bike lane is a one-way bike lane that is separated from the adjacent motor vehicle lane or parking lane by a striped buffer area that may include chevrons, diagonal lines, or wide pavement marking stripes. When sufficient roadway width is present, or if the number of travel lanes is reduced, a buffer may be striped between a bike lane and travel lane to provide additional comfort for both bicyclists and motorists.



Bicycle Accessible Shoulder (rural)

Bike accessible shoulders are one-way facilities on a roadway that carry bicycle traffic in the same direction as adjacent motor vehicle traffic. A bike accessible shoulder is one that is at least as wide or wider than a bike lane (5-ft min) to accommodate bicyclists and paved to provide a smooth, solid surface across its width. Bike accessible shoulders are not solely for bicycle use and typically do not have bike lane markings, but they may include signage indicating the presence of bicyclists



Shared Lane

Shared lanes (wide outside lane) are lanes that allow compatibility of operation for both motorized vehicles and bicycles. Note that although marked shared lanes are allowed in the TMUTCD for certain conditions, TxDOT as a general policy does not recommend marked shared lanes for TxDOT roadways due to the higher speed nature of TxDOT roadways as compared to local jurisdictions. Shared wide outside lanes in urbanized applications should only be used in locations with low volumes (3,000 ADT or lower) and low speeds (35 mph or less). In a rural application, shared wide outside lanes should only be used in locations with low volumes (1,000 ADT or lower) and speeds of 45 mph or less.



M. ADDITIONAL WEBLINKS

Information about **TxDOT's 2023 TA Call for Projects**, including the [Program Rules](#), [Program Guide](#), [Preliminary Application](#), [Preliminary Application Instructions](#), [Detailed Application](#), [Detailed Application Instructions](#), [workshop presentations](#), and other program related downloads can be found at:

<https://www.txdot.gov/business/grants-and-funding/bicycle-pedestrian-local-federal-funding-programs.html>

TxDOT Bicycle and Pedestrian Resource Webpage:

<https://www.txdot.gov/projects/planning/bicycle-pedestrian-planning-designing.html>

TxDOT Environmental Resources:

Environmental Handbook for Public Involvement:

<http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/760-01-gui.pdf>

Categorical Exclusions for transportation projects in Texas Administrative Code:

Title 43, Part 1, Chapter 2, Subchapter D, Rule §2.81:

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=43&pt=1&ch=2&rl=81](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=43&pt=1&ch=2&rl=81)

Local Government Projects Program:

<http://www.txdot.gov/government/programs/local-government-projects.html>

TxDOT's Local Government Projects Toolkit:

<https://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>

Local Government Project Management Guide:

<http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf>

TxDOT's Right of Way Acquisition Manual:

<http://onlinemanuals.txdot.gov/txdotmanuals/acq/index.htm>

TxDOT's Average Low Bid Unit Prices:

<http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html>

TxDOT's Economically Disadvantaged Counties Program (EDCP):

<https://www.txdot.gov/about/programs/economically-disadvantaged-county-program.html>

TDCs and TMA Interactive Map:

<https://txdot.maps.arcgis.com/apps/webappviewer/index.html?id=eb6b53d80aef46a3a9f5c28dd4248597>

TxDOT District Office Information:

<https://www.txdot.gov/about/districts.html>

U.S. Census TMA Designation:

https://www.fhwa.dot.gov/planning/census_issues/urbanized_areas_and_mpo_tma/;

U.S. Census Data Lookup:

<https://data.census.gov/cedsci/>

Adventure Cycling Association, US Bicycle Route System (USBRS):

<https://www.adventurecycling.org/routes-and-maps/us-bicycle-route-system/>

TxDOT Bicycle Tourism Example Network:

https://www.txdot.gov/apps/statewide_mapping/StatewidePlanningMap.html

Active Transportation Plan Inventory (ATPI):

<https://www.txdot.gov/projects/planning/bicycle-pedestrian-planning-designing/plan-inventory-tool.html>

TxDOT Bicycle and Pedestrian Count Program:

<https://www.txdot.gov/data-maps/bicycle-pedestrian-count-program.html>

TA Set-Aside Program in Texas Administrative Code:

Title 43, Part 1, Chapter 11, Subchapter G:

[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=43&pt=1&ch=11&sch=G&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=43&pt=1&ch=11&sch=G&rl=Y)

FHWA TA Set-Aside Guidance:

https://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/

FHWA Safe Routes to Schools Guidance:

https://www.fhwa.dot.gov/environment/safe_routes_to_school/guidance/

FHWA Complete Streets Guidance:

<https://highways.dot.gov/complete-streets>

Safe Routes to School National Partnership:

<https://www.saferoutespartnership.org/>

National Center for Safe Routes to School:

<https://www.saferoutesinfo.org/>

DESIGN GUIDANCE:

AASHTO Guide for the Development of Bicycle Facilities (2012):

<https://store.transportation.org/Item/CollectionDetail?ID=116>

TxDOT Roadway Design Manual:

<http://onlinemanuals.txdot.gov/txdotmanuals/rdw/rdw.pdf>

TxDOT Bicycle Accommodation Design Guidance:

<https://ftp.txdot.gov/pub/txdot-info/ptn/bike-acco-design-guide.pdf>

Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG):

<https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines>

Separated Bike Lane Planning and Design Guide (FHWA):

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/separated_bikelane_pdf/page00.cfm

Small Town and Rural Multimodal Networks (FHWA):

<https://ruraldesignguide.com/>

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/small_towns/

Incorporating On-Road Bicycle Networks into Resurfacing Projects (FHWA):

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/resurfacing/

NACTO Urban Bikeway Design Guide:

<http://nacto.org/publication/urban-bikeway-design-guide/>

FHWA Bikeway Selection Guide:

https://safety.fhwa.dot.gov/ped_bike/tools_solve/docs/fhwasa18077.pdf

Texas Accessibility Information - TDLR:

<https://www.tdlr.texas.gov/>

ADA Standards for Accessible Design:

[Review Laws, Regulations & Standards | ADA.gov](#)

N. DEFINITIONS AND TERMINOLOGY

AFA – Advance Funding Agreement

AASHTO – American Association of State Highway and Transportation Officials

Bikeway terminology – See Section L of this guide.

Bicycle Tourism Trails (BTT) – A network of bicycle tourism routes collaboratively developed to provide safe, non-motorized access to and connectivity between statewide/regional destinations and support economic development across Texas.

Boulevard - Walkable, low-speed (35 mph or less) divided arterial thoroughfare in urban environments designed to carry both through and local traffic, pedestrians and bicyclists.

Boulevards may be long corridors, typically four lanes but sometimes wider, serve longer trips and provide pedestrian access to land. Boulevards may be high-ridership transit corridors. Boulevards are primary goods movement and emergency response routes and use vehicular and pedestrian access management techniques. Curb parking is encouraged on boulevards.

Census Urbanized Areas – Densely settled core of census tracts and/or census blocks that meet minimum population density requirements, along with adjacent territory containing non-residential urban land uses as well as territory with low population density included to link outlying densely settled territory with the densely settled core.

Commission - Texas Transportation Commission

COG – Council of Governments

https://www.txregionalcouncil.org/display.php?page=regions_map.php

DA – Detailed Application

Department – Texas Department of Transportation (TxDOT)

Executive director – The executive director of the Texas Department of Transportation or his/her designee

EDCP – Economically Disadvantaged County Program

FHWA – Federal Highway Administration

FPAA – Federal Project Authorization and Agreement

Local Agreement – An agreement between the project sponsor and the department which includes a commitment for the required local funding, describes the total scope and course of project activities, and outlines the responsibilities and duties of the participants.

Local Match – A cash match provided by/through the project sponsor or if the project sponsor is eligible for TDCs then 100% federal TA funds will be applied to the project in lieu of a local match.

Medium urban area – Areas located outside TMA boundaries with a population size between 50,000 and 199,999 as determined by the 2010 Census.

Metropolitan Planning Organization (MPO) – The organization or policy board of an organization created and designated under 23 U.S.C. §134 and 49 U.S.C. §5303 to make transportation planning decisions for the metropolitan planning area and carry out the metropolitan planning process.

Micromobility - FHWA defines micromobility vehicles as any small, low speed, human or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles (ebikes), electric scooters (e-scooters) and other small, lightweight, wheeled conveyances.

Nonurban area – Areas located outside TMA boundaries with a population size of 5,000 or less as determined by the 2010 Census.

PA – Preliminary Application

Project – An undertaking to implement or construct an eligible activity at a specific location or locations, or, if the context so implies, the particular activity so implemented or constructed.

Project sponsor – An eligible entity as described by 23 U.S.C. §133(h)(4)(b), that nominates a particular project for consideration, exercises jurisdiction over the geographic area in which the project is located, and commits to the project's development, implementation, construction, maintenance, management, and finance.

PS&E - Plans, Specifications, and Estimates

SLOA – State Letter of Authority

Small urban areas – Area located outside TMA boundaries with a population size between 5,001 and 49,999 as determined by the 2010 Census.

SRTS – Safe Routes to School

State – The State of Texas or any of its political subdivisions

Statewide Transportation Improvement Program (STIP) – A four-year short-range program developed by the department as a compilation of all metropolitan transportation improvement programs, together with rural transportation improvement programs, that include recommendations from rural planning organizations and department districts for the areas of the state that are outside of the boundaries of a metropolitan planning organization, including transportation between cities.

Surface transportation system – An interconnected surface transportation network for moving people and goods using various transportation modes

TDC – Transportation Development Credit

TDLR – Texas Department of Licensing and Regulation

TA – Transportation Alternatives Set-Aside Program

Transportation Improvement Program (TIP) – A short-range program developed by each metropolitan planning organization in cooperation with the department and public transportation

operators. The TIP covers a four-year period and contains a prioritized listing of all projects proposed for federal funding, plus regionally significant projects proposed for state, federal, and local funding in a metropolitan area.

Transportation Management Area (TMA) – FHWA defines TMAs as “all urbanized areas (UZAs) with populations greater than 200,000 as determined by the 2010 Census.”

TxDOT – Texas Department of Transportation

APPENDIX A: CITIES AND CDPs ELIGIBLE FOR TDCS – FY 2023

The list below identifies cities and Census designated places (CDPs), or portions thereof, that are eligible for transportation development credits (TDCs) during TxDOT's 2023 TA Call for Projects. An asterisk (*) indicates a jurisdiction that has portions eligible for TDCs and portions of its jurisdiction not eligible for TDCs. Refer to the [TDC eligibility map link](#) for specific locations.

Eligible City or CDP	Eligible City or CDP	Eligible City or CDP
Abbott City	Aquilla City	Beeville City
Abilene City*	Aransas Pass City	Bells town CDP
Abram CDP	Arcola City	Bellville City
Acala CDP	Arp City	Belton City
Ackerly City*	Arroyo Colorado Estates CDP	Ben Arnold CDP
Agua Dulce CDP	Arroyo Gardens CDP	Ben Bolt CDP
Agua Dulce City	Asherton City	Benavides City
Aguilares CDP	Athens City	Benjamin City
Airport Heights CDP	Atlanta City	Benjamin Perez CDP
Airport Road Addition CDP	Austwell City	Bertram City
Alamo Beach CDP	Avery town CDP	Bevil Oaks City
Alamo City	Avinger town CDP	Big Sandy town CDP
Alamo Heights City	B and E CDP	Big Spring City
Alanreed CDP	Bacliff CDP	Big Thicket Lake Estates CDP
Alba town CDP	Bailey City	Big Wells City
Albany City	Baird City	Bishop City
Aldine CDP	Balch Springs City	Bivins CDP
Alfred CDP	Balcones Heights City	Bixby CDP
Alice Acres CDP	Bangs City	Blanco City
Alice City	Banquete CDP	Blanket town CDP
Allison CDP	Bardwell City	Bledsoe CDP
Alto Bonito Heights CDP	Barksdale CDP*	Blessing CDP
Alto town CDP	Barrera CDP	Bloomburg town CDP
Alton City	Barrett CDP	Blooming Grove town CDP
Amada Acres CDP	Barstow City	Bloomington CDP
Amargosa CDP	Bartlett City*	Blue Berry Hill CDP
Amaya CDP	Bastrop City	Blue Mound City
Ames City	Batesville CDP	Bluetown CDP
Amherst City	Bay City	Blum town CDP
Amistad CDP	Bayside town CDP	Bogata City
Anacua CDP	Baytown City	Boling CDP
Anahuac City	Bayview town CDP	Bonanza Hills CDP
Anderson City	Bear Creek Ranch CDP	Bonham City
Angus City	Beasley City	Borger City
Annona town CDP	Beaumont City	Botines CDP
Anson City	Beauxart Gardens CDP	Box Canyon CDP
Anthony town CDP	Beaver Creek CDP	Boyd town CDP
Anton City	Beckville City	Brady City
Appleby City	Bedias City	Brazoria City

[TDC eligibility map link](#)

Eligible City or CDP
Brazos CDP
Breckenridge City
Bridge City
Broaddus town CDP
Brookshire City
Brookside City
Browndell City
Brownfield City
Brownsboro City
Brownsville City
Brownwood City
Bruceville-Eddy City
Bruni CDP
Bryson City
Buchanan Dam CDP
Buchanan Lake CDP
Buckholts town CDP
Buena Vista CDP
Buffalo City
Bullard town CDP*
Buna CDP
Burke City
Burlington CDP
Burton City
Butterfield CDP
Byers City
Bynum town CDP
Cesar Chavez CDP
Cade Lakes CDP
Calvert City
Camargito CDP
Cameron City
Cameron Park CDP
Camp Swift CDP
Camp Wood City
Campbell City
Campo Verde CDP
Cantu Addition CDP
Canutillo CDP
Cape Royale CDP
Carl's Corner town CDP

Eligible City or CDP
Carrizo Springs City
Carter CDP
Carthage City
Casa Blanca CDP
Casas CDP
Castle Hills City
Cedar Creek CDP
Cedar Hill City
Cedar Point CDP
Celeste City
Center City
Centerville City
Central Gardens CDP
Chandler City
Channelview CDP
Chaparrito CDP
Chapeno CDP
Charlotte City
Chester town CDP
Chico City
Childress City
Chillicothe City
China City
China Grove town CDP
China Spring CDP
Chireno City
Christine town CDP
Chula Vista CDP (Cameron County) CDP
Chula Vista CDP (Maverick County) CDP
Chula Vista CDP (Zavala County) CDP
Cibolo City*
Cienegas Terrace CDP
Circle D-KC Estates CDP
Citrus City CDP
Clarksville City
Clarksville City
Cleveland City*
Clifton City
Clint town CDP
Cloverleaf CDP
Clute City

Eligible City or CDP
Coahoma town CDP
Coldspring City
Coleman City
Colmesneil City
Colorado Acres CDP
Colorado City
Combes town CDP
Comfort CDP
Commerce City
Como town CDP
Concepcion CDP
Converse City
Cool City
Coolidge town CDP
Copperas Cove City
Corpus Christi City*
Corrigan town CDP
Country Acres CDP
Covington City
Coyanosa CDP
Coyote Acres CDP
Cranfills Gap City
Crockett City
Cross Mountain CDP
Crowell City
Crowley City
Crystal City
Cuero City
Cuevitas CDP
Cumby City
Cuney town CDP
Cushing City
Daingerfield City
Daisetta City
Damon CDP
Danbury City
Dawson town CDP
Dayton City
Dayton Lakes City
De Kalb City
De Leon City

[TDC eligibility map link](#)

Eligible City or CDP
Del Mar Heights CDP
Del Rio City
Del Sol CDP
Dell City
Delmita CDP
Denison City
Denver City town CDP
Deport City
DeSoto City
Detroit town CDP
Devers City
Deweyville CDP
Diboll City
Dickens City
Dilley City
Dodd City town CDP
Doffing CDP
Domino town CDP
Donna City
Doolittle CDP
Douglassville town CDP
Driscoll City
Duncanville City
E. Lopez CDP
Eagle Lake City
Eagle Pass City
Early City
East Alto Bonito CDP
East Bernard City
East Mountain City
East Tawakoni City
Eastland City
Easton City
Ector City
Edcouch City
Edgecliff town CDP
Edgewater Estates CDP
Edinburg City
Edroy CDP
Eidson Road CDP
El Brazil CDP

Eligible City or CDP
El Camino Angosto CDP
El Campo City
El Castillo CDP
El Cenizo CDP
El Cenizo City
El Chaparral CDP
El Indio CDP
El Mesquite CDP
El Paso City
El Quiote CDP
El Rancho Vela CDP
El Refugio CDP
El Socio CDP
Eldorado City
Elgin City
Elias-Fela Solis CDP
Elm Creek CDP
Elmendorf City
Elsa City
Encantada-Ranchito-El Calaboz CDP
Encino CDP
Escobares City
Estelline town CDP
Eugenio Saenz CDP
Eureka City
Evadale CDP
Evant town CDP
Evergreen CDP
Everman City
Fabens CDP
Fabrica CDP
Fair Oaks Ranch City*
Fairfield City
Falcon CDP
Falcon Heights CDP
Falcon Lake Estates CDP
Falcon Mesa CDP
Falconaire CDP
Falfurrias City
Falman CDP
Fannett CDP

Eligible City or CDP
Fernando Salinas CDP
Flat CDP
Flor del Rio CDP
Flowella CDP
Fluvanna CDP
Follett City
Forest Heights CDP
Forest Hill City
Forney City
Forsan City
Fort Bliss CDP
Fort Hancock CDP
Fort Hood CDP
Fort Stockton City
Four Points CDP
Franklin City
Freeport City
Freer City
Fritch City
Fronton CDP
Fronton Ranchettes CDP
Gainesville City
Galena Park City
Gallatin City
Garceno CDP
Garciasville CDP
Garfield CDP
Garrett town CDP
Garrison City
Gary City town CDP
Garza-Salinas II CDP
Gatesville City
Gause CDP
George West City
Gilmer City
Gladewater City
Glen Rose City
Glenn Heights City
Goliad City
Goodrich City
Gordon City

[TDC eligibility map link](#)

Eligible City or CDP
Goree City
Graford City
Grand Prairie City
Grand Saline City
Grandfalls town CDP
Granger City
Granjeno City
Grape Creek CDP
Grapeland City
Green Valley Farms CDP
Greenville City
Gregory City
Grey Forest City
Groesbeck City
Groves City
Groveton City
Gruver City
Guadalupe Guerra CDP
Guerra CDP
Gun Barrel City
Guthrie CDP
Gutierrez CDP
H. Cuellar Estates CDP
Hallettsville City
Hallsville City
Hamlin City
Hamshire CDP
Hardin City
Harding Gill Tract CDP
Hargill CDP
Harker Heights City
Harlingen City
Harper CDP
Haskell City
Havana CDP
Hawk Cove City
Hawkins City
Hawley City
Hays City
Hearne City
Hebbronville CDP

Eligible City or CDP
Heidelberg CDP
Helotes City
Hemphill City
Hempstead City
Henderson City
Hermleigh CDP
Hidalgo City
Higgins City
Highlands CDP
Hill Country City
Hillsboro City
Hillside Acres CDP
Hilltop CDP (Starr County) CDP
Hilltop Lakes CDP
Hitchcock City
Holiday Beach CDP
Holiday Lakes town CDP
Holland town CDP
Holliday City
Holly Lake Ranch CDP
Hollywood Park town CDP
Homestead Meadows North CDP
Homestead Meadows South CDP
Honey Grove City
Hooks City
Horizon City
Horseshoe Bay City*
Hubbard City
Hudson City
Hughes Springs City
Hull CDP
Hungerford CDP
Huntington City
Huntsville City
Hutto City
Huxley City
Iago CDP
Iglesia Antigua CDP
Imperial CDP
Indian Hills CDP
Indian Lake town CDP

Eligible City or CDP
Indian Springs CDP
Indio CDP
Ingleside City
Ingleside on the Bay City
Iola City
Iraan City
Iredell City
Itasca City
Ivanhoe City
J.F. Villareal CDP
Jacinto City
Jacksboro City
Jacksonville City
Jardin de San Julian CDP
Jasper City
Jayton City
Jefferson City
Jewett City
Joaquin City
Johnson City
Jones Creek CDP
Jourdanton City
Juarez CDP
Katy City*
Kaufman City
K-Bar Ranch CDP
Kemp City
Kenefick town CDP
Kennard City
Kerens City
Kilgore City
Killeen City
Kingsland CDP
Kingsville City
Kirby City
Kirbyville City
Kirvin town CDP
Knippa CDP
Knollwood City
Knox City town CDP
Kopperl CDP

[TDC eligibility map link](#)

Eligible City or CDP
Kosse town CDP
Kountze City
Kress City
La Blanca CDP
La Carla CDP
La Casita CDP
La Chuparosa CDP
La Coma CDP
La Coma Heights CDP
La Escondida CDP
La Esperanza CDP
La Feria City
La Feria North CDP
La Grange City
La Grulla City
La Homa CDP
La Joya City
La Loma de Falcon CDP
La Marque City
La Minita CDP
La Moca Ranch CDP
La Paloma Addition CDP
La Paloma CDP
La Paloma Ranchettes CDP
La Paloma-Lost Creek CDP
La Presa CDP
La Pryor CDP
La Puerta CDP
La Rosita CDP
La Tina Ranch CDP
La Victoria CDP
La Villa City
La Ward City
Lackland AFB CDP
Lacy-Lakeview City
Ladonia town CDP
Lago CDP
Lago Vista CDP
Laguna Heights CDP
Laguna Park CDP
Laguna Seca CDP

Eligible City or CDP
Laguna Vista town CDP
Lake Brownwood CDP
Lake Cherokee CDP
Lake City town CDP
Lake Colorado City CDP
Lake Medina Shores CDP
Lake Meredith Estates CDP
Lake View CDP
Lakeport City
Lakeshore Gardens-Hidden Acres CDP
Lakeside town (San Patricio County) CDP
Lamesa City
Lampasas City
Lancaster City
Laredo City
Laredo Ranchettes CDP
Laredo Ranchettes West CDP
Las Haciendas CDP
Las Lomas CDP
Las Lomitas CDP
Las Palmas CDP
Las Palmas II CDP
Las Pilas CDP
Las Quintas Fronterizas CDP
Lasana CDP
Lasara CDP
Latexo City
Laughlin AFB CDP
Laureles CDP
Lawn town CDP
Leakey City
Leary City
Lefors town CDP
Leming CDP
Leon Valley City
Leona City
Leonard City
Levelland City
Liberty City
Liberty City CDP
Linden City

Eligible City or CDP
Linn CDP
Lipan City
Little Cypress CDP
Little River-Academy City
Live Oak City
Liverpool City
Livingston town CDP
Llano City
Llano Grande CDP
Lockhart City
Loma Grande CDP
Loma Linda CDP
Loma Linda East CDP (Jim Wells County) CDP
Loma Linda East CDP (Starr County) CDP
Loma Linda West CDP
Loma Vista CDP
Lometa City
Lone Star City
Longoria CDP
Longview City
Lopeño CDP
Lopezville CDP
Lorraine town CDP
Lorenzo City
Los Altos CDP
Los Alvarez CDP
Los Angeles CDP
Los Arcos CDP
Los Arrieros CDP
Los Barreras CDP
Los Centenarios CDP
Los Corralitos CDP
Los Ebanos CDP (Hidalgo Cnty) CDP
Los Ebanos CDP (Starr Cnty) CDP
Los Fresnos CDP
Los Fresnos City
Los Huisaches CDP
Los Indios town CDP
Los Lobos CDP
Los Minerales CDP
Los Nopalitos CDP

[TDC eligibility map link](#)

Eligible City or CDP
Los Veteranos I CDP
Los Veteranos II CDP
Los Ybanez City
Lott City
Louise CDP
Lovelady City
Lozano CDP
Lueders City
Lufkin City
Luling City
Lumberton City
Lyford City
Lytle City*
Mabank town CDP
Macdona CDP
Madisonville City
Magnolia Beach CDP
Malakoff City
Malone town CDP
Manuel Garcia CDP
Manuel Garcia II CDP
Marietta town CDP
Markham CDP
Marlin City
Marquez City
Marshall City
Mart City
Martindale City
Martinez CDP
Mason City
Matador town CDP
Matagorda CDP
Mathis City
Maud City
Mauriceville CDP
May CDP
McAllen City
McDade CDP
McGregor City*
McLean town CDP
McLeod CDP

Eligible City or CDP
Meadow town CDP
Medina CDP
Melvin town CDP
Memphis City
Mercedes City
Meridian City
Mertens town CDP
Mertzon City
Mesquite CDP
Mexia City
Mi Ranchito Estate CDP
Midfield CDP
Midway City
Midway North CDP
Midway South CDP
Miguel Barrera CDP
Mikes CDP
Mila Doce CDP
Milam CDP
Milano City
Mildred town CDP
Milford town CDP
Miller's Cove town CDP
Millsap town CDP
Mineola City
Mineral Wells City
Mingus City
Mirando City CDP
Mission Bend CDP
Mission City
Monahans City
Mont Belvieu City*
Montague CDP
Monte Alto CDP
Moraida CDP
Morales-Sanchez CDP
Morgan City
Morgan Farm CDP
Morgan's Point Resort City
Morning Glory CDP
Morton City

Eligible City or CDP
Mosheim CDP
Mound CDP
Mount Calm City
Mount Enterprise City
Mount Pleasant City
Mount Vernon town CDP
Muniz CDP
Murchison City
Murillo CDP
Mustang Ridge City*
Nacogdoches City
Nada CDP*
Naples City
Narciso Pena CDP
Nash City
Natalia City
Navarro town CDP
Navasota City
Neches CDP
Nederland City
Nesbitt town CDP
Netos CDP
New Boston City
New Chapel Hill City
New Falcon CDP
New London City
New Summerfield City
New Waverly City
Newton City
Niederwald City*
Nina CDP
Nocona City
Nocona Hills CDP
Nolanville City
Nome City
Nordheim City
Normandy CDP
Normangee town CDP
Normanna CDP
North Alamo CDP
North Cleveland City

[TDC eligibility map link](#)

Eligible City or CDP
North Escobares CDP
North San Pedro CDP
Novice City
Oak Ridge town (Cooke County) CDP
Oak Trail Shores CDP
Oak Valley town CDP
Oakhurst CDP
Oakwood town CDP
O'Brien City
Odem City
Odessa City
O'Donnell City*
Oglesby City
Oilton CDP
Old River-Winfree City*
Olivarez CDP
Olivia Lopez de Gutierrez CDP
Olmito and Olmito CDP
Olmito CDP
Olmos Park City
Olney City
Omaha City
Onalaska City
Opdyke West town CDP
Orange City
Orange Grove City
Orason CDP
Ore City
Overton City
Owl Ranch CDP
Pablo Pena CDP
Paducah town CDP
Paige CDP
Paisano Park CDP
Palacios City*
Palm Valley City
Palmer CDP
Palmhurst City
Palmview City
Palmview South CDP
Palo Blanco CDP

Eligible City or CDP
Palo Pinto CDP
Pampa City
Pasadena City
Pattison City
Pawnee CDP
Pecan Gap City*
Pecos City
Pelican Bay City
Pena CDP
Pendleton CDP
Penelope town CDP
Penitas City
Perezville CDP
Perrin CDP
Petronila City
Pettus CDP
Pharr City
Pilot Point City
Pine Forest City
Pine Harbor CDP
Pine Island town CDP
Pinebrook CDP
Pinehurst CDP
Pinehurst City
Pineland City
Pinewood Estates CDP
Pittsburg City
Plains town CDP
Plantersville City
Pleak CDP
Pleasant Hill CDP
Pleasanton City
Plum Grove City
Point Blank City
Point Comfort City
Ponder town CDP
Port Aransas City*
Port Arthur City
Port Isabel City*
Port Lavaca City*
Port Mansfield CDP

Eligible City or CDP
Port Neches City
Port O'Connor CDP*
Portland City*
Post City
Poteet City
Potosi CDP
Powderly CDP
Prado Verde CDP
Praesel CDP
Prairie View City
Premont City
Presidio City
Primera town CDP
Progreso City
Progreso Lakes City
Pueblo East CDP
Pueblo Nuevo CDP
Putnam town CDP
Pyote town CDP
Quanah City
Queen City
Quemado CDP
Quesada CDP
Quinlan City
Quitman City
Radar Base CDP
Rafael Pena CDP
Ralls City
Ramireno CDP
Ramirez-Perez CDP
Ramos CDP
Ranchette Estates CDP
Ranchitos del Norte CDP
Ranchitos East CDP
Ranchitos Las Lomas CDP
Rancho Alegre CDP
Rancho Banquete CDP
Rancho Chico CDP
Rancho Viejo CDP
Rancho Viejo town CDP
Ranchos Penitas West CDP

[TDC eligibility map link](#)

Eligible City or CDP
Randolph AFB CDP
Rangerville CDP
Ratamosa CDP
Ravenna City
Raymondville City
Realitos CDP
Red Lick City
Red Rock CDP
Redfield CDP
Redland CDP
Redwater City
Redwood CDP
Refugio town CDP
Regino Ramirez CDP
Reid Hope King CDP
Reklaw City
Relampago CDP
Reno city (Lamar County) City
Reno city (Parker and Tarrant Counties) City
Ricardo CDP
Rice Tracts CDP
Richards CDP
Rio Bravo City
Rio Grande City
Rio Hondo City
Rising Star town CDP
Rivereno CDP
Riverside City
Riviera CDP
Road Runner town CDP
Robert Lee City
Robstown City
Rochelle CDP
Rochester town CDP
Rock Island CDP
Rockdale City
Rockwell Place CDP
Rocky Mound town CDP
Rogers town CDP
Roma City
Ropesville City

Eligible City or CDP
Rosanky CDP
Roscoe City
Rose City
Rose Hill Acres City
Rosenberg City
Rosharon CDP
Rosita CDP
Rosser CDP
Round Mountain town CDP
Rule town CDP
Rusk City
Sabinal City
Salado CDP
Salida del Sol Estates CDP
Salineño CDP
Salineño North CDP
Sam Rayburn CDP
Sammy Martinez CDP
San Antonio City
San Augustine City
San Benito City
San Carlos CDP
San Carlos I CDP
San Carlos II CDP
San Diego City
San Elizario City
San Fernando CDP
San Isidro CDP
San Juan CDP
San Juan City
San Marcos City
San Patricio City
San Pedro CDP
San Perlita City
San Ygnacio CDP
Sand Springs CDP
Sandia CDP
Sandoval CDP
Sandy Hollow-Escondidas CDP
Sandy Oaks City
Sanford town CDP

Eligible City or CDP
Sansom Park City
Santa Anna CDP
Santa Anna town CDP
Santa Cruz CDP
Santa Maria CDP
Santa Monica CDP
Santa Rosa CDP
Santa Rosa town CDP
Santel CDP
Santo CDP
Sargent CDP
Savoy City
Scenic Oaks CDP
Schertz City*
Scissors CDP
Scottsville City
Seadrift City*
Seagoville City
Sealy City
Sebastian CDP
Seco Mines CDP
Seguin City
Selma City*
Seven Oaks City
Shadybrook CDP
Shamrock City
Shavano Park City
Sheffield CDP
Shelbyville CDP
Shepherd City
Sherwood Shores CDP
Shiro CDP
Sierra Blanca CDP
Siesta Acres CDP
Siesta Shores CDP
Silsbee City
Sinton City
Skidmore CDP
Slaton City
Smiley City
Smithville City

[TDC eligibility map link](#)

Eligible City or CDP
Smyer town CDP
Snyder City
Socorro City
Solis CDP
Somerset City
Sonora City
Sour Lake City
South Alamo CDP
South Fork Estates CDP
South Houston City
South La Paloma CDP
South Mountain town CDP
South Padre Island town CDP*
South Point CDP
South Toledo Bend CDP
Southmayd City
Southwest Sandhill CDP
Sparks CDP
Spearman City
Spring Gardens CDP
Spur City
St. Hedwig town CDP
St. Jo City
St. Paul CDP
Stamford City
Stanton City
Stephenville City
Stinnett City
Stockdale City
Stowell CDP
Strawn City
Streetman town CDP*
Sullivan City
Sundown City
Sunray City
Sunrise Beach City
Sunrise Shores CDP
Sunset Acres CDP
Sunset CDP (Starr County) CDP
Sweetwater City
Taft City

Eligible City or CDP
Taft Southwest CDP
Tahoka City
Talco City
Tanquecitos South Acres CDP
Tanquecitos South Acres II CDP
Tatum City
Taylor City
Taylor Landing City
Teague City
Tehuacana town CDP
Temple City
Tenaha town CDP
Terlingua CDP
Terrell City
Terrell Hills City
Texarkana City
Thompsonville CDP
Thorndale City
Thornton town CDP
Thorntonville town CDP
Thrall City
Three Rivers City
Throckmorton town CDP
Thunderbird Bay CDP
Tierra Bonita CDP
Tierra Dorada CDP
Tierra Grande CDP
Tierra Verde CDP
Tilden CDP
Timberwood Park CDP
Timpson City
Tivoli CDP
Todd Mission City
Tolar City
Tornillo CDP
Tow CDP
Tradewinds CDP
Trenton City
Trinity City
Troup City
Troy City

Eligible City or CDP
Tuleta CDP
Tulia City
Tulsita CDP
Tyler City
Tynan CDP
Uhland City*
Uncertain City
Union Grove City
Universal City
Utopia CDP
Uvalde City
Uvalde Estates CDP
Val Verde Park CDP
Valera CDP
Valle Hermoso CDP
Valle Verde CDP
Valle Vista CDP
Valley Mills City
Van Horn town CDP
Van Vleck CDP
Vanderbilt CDP
Vernon City
Victoria Vera CDP
Vidor City
Villa del Sol CDP
Villa Pancho CDP
Villa Verde CDP
Villarreal CDP
Vinton CDP
Von Ormy City
Wadsworth CDP
Wake City
Waller City*
Wallis City
Walnut Springs City
Warren CDP
Warren City
Waskom City
Webberville CDP
Weimar City
Weinert City

[TDC eligibility map link](#)

Eligible City or CDP
Welch CDP
Wellington City
Wellman City
Wells town CDP
Weslaco City
West Alto Bonito CDP
West Columbia City
West Livingston CDP
West Orange City
West Sharyland CDP
West Tawakoni City
Westbrook City
Westdale CDP
Western Lake CDP
Westway CDP
Westwood Shores CDP
Wharton City
White Oak City
Whiteface town CDP
Whitehouse City
Whitewright town CDP
Whitharral CDP
Whitney town CDP
Wickett town CDP
Wild Peach CDP
Wildwood CDP
Willis City
Wills Point City
Windcrest City
Windom town CDP
Winfield City
Winnie CDP
Winnsboro City
Wolfe City
Wolfforth City
Woodsboro town CDP
Woodson town CDP
Woodville town CDP
Wortham town CDP
Wyldwood CDP
Yantis town CDP

Eligible City or CDP
Yoakum City
Yznaga CDP
Zapata CDP
Zapata Ranch CDP
Zarate CDP
Zavalla City
Zephyr CDP

RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING THE RELEASE OF A RESTRICTIVE COVENANT; MAKING VARIOUS FINDINGS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on or about August 6, 1985 Maco Stewart III transferred real estate to Peter J Lavalle Trustee in La Marque, Texas evidenced by Instrument Number 8531669 in the Real Property Records of Galveston County, Texas (the “Deed”). The Deed is attached to this Resolution as Exhibit 1.

WHEREAS, in the Deed Maco Stewart III established a deed restriction on the conveyed property restricting water usage on the conveyed property to 1,800 gallons of water per acre per day (the “Restriction”).

WHEREAS, the Restriction was to last for so long as necessary because of the restricted availability of water and sewer capacity from the City of La Marque.

WHEREAS, the City of La Marque, Texas has sufficient water and sewer capacity to release the Restriction.

WHEREAS, the release of the Restriction has the potential to spur development in the City of La Marque, Texas; diversify the tax base; and provide jobs for the City of La Marque, Texas.

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

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

The Mayor is authorized to execute and deliver to Kyle Dickson the Release of Restriction in the attached Exhibit 2 in the substantially same form as the attached.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of May 2023.

Kierra Nance, TRMC
City Clerk

Keith Bell
Mayor

8531669

DEED

004-02-1803

THE STATE OF TEXAS \$
 \$
COUNTY OF GALVESTON \$

MACO STEWART III, aka MACO STEWART (hereinafter called Grantor), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor in hand paid by PETER J. LaVALLE, Trustee (hereinafter called Grantee), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the said Grantee, the following described property lying and being situated in Galveston County, Texas, to-wit:

THE SURFACE ONLY of that certain 24.15 acre tract of land out of W. K. Wilson League, Abstract 208, Galveston County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

This conveyance is expressly made subject to all restrictions, reservations and easements or other matters which may appear of record in Galveston County, Texas, affecting the above described real property, to the extent the same may be valid and enforceable.

Grantor, his heirs, executors, successors and assigns hereby expressly waive the use of the surface of the above described property for any purpose, completely waiving ingress and egress for any purpose.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs and assigns forever, and Grantor does hereby bind himself, his heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs, and assigns against every person whomsoever lawfully claiming or to claim the same of any part thereof.

RRR

This conveyance is subject to and the Grantee accepts this Deed subject to the restriction of the total use of the 24.15 acres out of the W.K. Wilson League, Galveston County, Texas, described in Exhibit "A" attached to the Deed and incorporated herein for all purposes so that water and sewer usage shall not exceed 1,800 gallons of water per acre per day. This restriction shall remain in effect ^{only} for so long as such restriction is necessitated by the restricted availability of water and sewer capacity from the City of LaMarque or other sources and shall run to the benefit of and be specifically enforceable ^{only} by Maco Stewart, III and/or the City of LaMarque.

PJL, Trustee
JRL

PJL, Trustee
JRL

There is further exepcted and reserved unto Grantor, his heirs and assigns all of the oil, gas and other minerals of every kind or description in and under and that may be produced from the above property, together with all rights and pwers to lease the same subject to the waiver of surface rights contained herein.

Signed for Identification:


Peter J. LaValle, Trustee

Maco Stewart, III

By: 
David J. Robbins
attorney in act

JRL

004-02-1805

EXECUTED this the 6th day of August, 1985.

MACO STEWART III
aka MACO STEWART

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared MACO STEWART III, known to me to be the person whose name subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 6th day of August, 1985.

Sue Young
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SUE YOUNG

GRANTEE'S ADDRESS:

PETER J. LAVALLE, TRUSTEE
P.O. BOX 3058
TEXAS CITY, TX 77592

3106/c
8745-1

Return to: Jim Daniels
P.O. Box 3058
Texas City, TX 77590

THE SURFACE ONLY OF:

A 24.15, More or Less, Acre Tract of Land out of the W. K. Wilson League, Galveston County, Texas, more particularly described by metes and bounds as follows:

COMMENCING: At the Southwest corner of the W. K. Wilson League;

THENCE: North zero (0) degrees fifty-one (51) minutes ten (10) seconds East along the West line of the W. K. Wilson League, a distance of one thousand one hundred thirty-five and two one-hundredths (1,135.02) feet to a point at the intersection of the Southeast Right-Of-Way line of F. M. Road No. 1764 (120-foot Right-Of-Way);

THENCE: North forty-eight (48) degrees fifty-seven (57) minutes East along the Southeast Right-Of-Way line of F. M. Road No. 1764, a distance of two thousand forty-four and twenty-six one-hundredths (2,044.26) feet to the POINT OF BEGINNING of this tract;

THENCE: Continuing North forty-eight (48) degrees fifty-seven (57) minutes East along the said Right-Of-Way line, a distance of one thousand one hundred sixteen and eighty-seven one-hundredths (1,116.87) feet to a point for corner at the intersection of the Southwest Right-Of-Way line of F.M. Road 2004;

THENCE: South eighty-five (85) degrees twenty-two (22) minutes East along the Right-Of-Way line of F. M. Road 2004, a distance of one hundred forty and fourteen one-hundredths (140.14) feet to a point for corner;

THENCE: South forty (40) degrees one (01) minute East along the said Right-Of-Way line, a distance of six hundred forty-six and eight tenths (646.8) feet to a point for corner;

THENCE: South thirty-five (35) degrees thirty-six (36) minutes forty-six (46) seconds West, a distance of one thousand two hundred (1,200.0) feet to a point for corner;

THENCE: North forty-three (43) degrees two (2) minutes four (4) seconds West, a distance of one thousand twenty-four and forty one-hundredths (1,024.40) feet to the POINT OF BEGINNING.

FILED FOR RECORD

AUG 8 10 46 AM '85

Mary Jane Christman
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON

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

AUG 8 1985



Mary Jane Christman
COUNTY CLERK, Galveston County, Texas

STEWART TITLE CO.
P. O. BOX 1540
GALVESTON, TEXAS 77550

EXHIBIT A
Page 1 of 1

don

RELEASE OF RESTRICTION

Date: _____, 2023

Releasor(s): City of LaMarque, Texas

Address: 1111 Bayou Road
LaMarque, Texas 77568

Restriction(s): Water and sewer usage capped at 1,800 of water per acre per day

Restriction is Described in the Following Document(s):

Deed, Instrument Number: 8531669 filed/recorded in the Deed Records of Galveston County, Texas on August 6, 1985 by Maco Stewart III, a/k/a Maco Stewart ("Restriction")

Real Property (including any improvements) to Be Released from Restriction:

THE SURFACE ONLY of that certain 24.15-acre tract of land out of W.K. Wilson League, Abstract 208, Galveston County, Texas being more particularly described by metes and bounds in Exhibit "A" attached hereto and more part hereof. ("Real Property")

For value received, Releasor releases the Real Property from the Restriction and from all restrictions held by Releasor only, without regard to how it was created or evidenced.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED THIS ____ day of May 2023.

CITY OF LAMARQUE, TEXAS, a Texas Municipal Corporation

BY: _____
Keith Bell, Mayor

ATTEST:

Kierra K. Nance, City Clerk

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on this _____ day of _____ 2023, by
Keith Bell, Mayor of the City of LaMarque, a Texas Municipal Corporation.

Notary Public in and for
The State of TEXAS

AFTER RECORDING, RETURN TO:

Murray Lobb PLLC
2200 Space Park Drive, Ste. 350
Houston, Texas 77058



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023
Prepared by: Kathleen Van Stavern
Department: Development Services

Agenda item: _____
Reviewed by: Kathleen Van Stavern

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding a request for preliminary plat approval for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.

☒ X

ATTACHMENTS FOR REFERENCE

1. Planning and Zoning Commission Report
2. Letter of Recommendation from Adico, LLC

STAFF BRIEFING:

- The Planning and Zoning Commission recommended approval of the final plat on April 25, 2023

HISTORY:

- 4/25/23 - Planning & Zoning meeting recommended approval of the final plat for Ambrose Section 2

TARGET IMPLEMENTATION: Preliminary Plat Approved

SIGNIFICANT ACTION DATES: N/A

ACTION:

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

Cost Details:

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

STAFF'S RECOMMENDATION: Motion to approve Trails at Woodhaven Lakes Section 2 preliminary plat.

FISCAL IMPACT: N/A



Monday, April 17, 2023

Arya Karve
7Gen Planning
2107 City West Blvd., 4th Floor
Houston, TX 77042

Re: Trails at Woodhaven Lakes Section 2 Preliminary Plat
Letter of Recommendation to Approve
COLM Project No. PZ2023-010
Adico, LLC Project No. 18100-2-106

Dear Ms. Karve;

On behalf of the City of La Marque, Adico, LLC has reviewed the second submittal for Trails at Woodhaven Lakes Section 2 Preliminary Plat received on or about April 17, 2023.

Please provide ten (10) folded prints of the plat to Kathleen Van Stavern, Development Services by no later than Tuesday, April 17, 2023, the April 25, 2023 Planning and Zoning meeting.

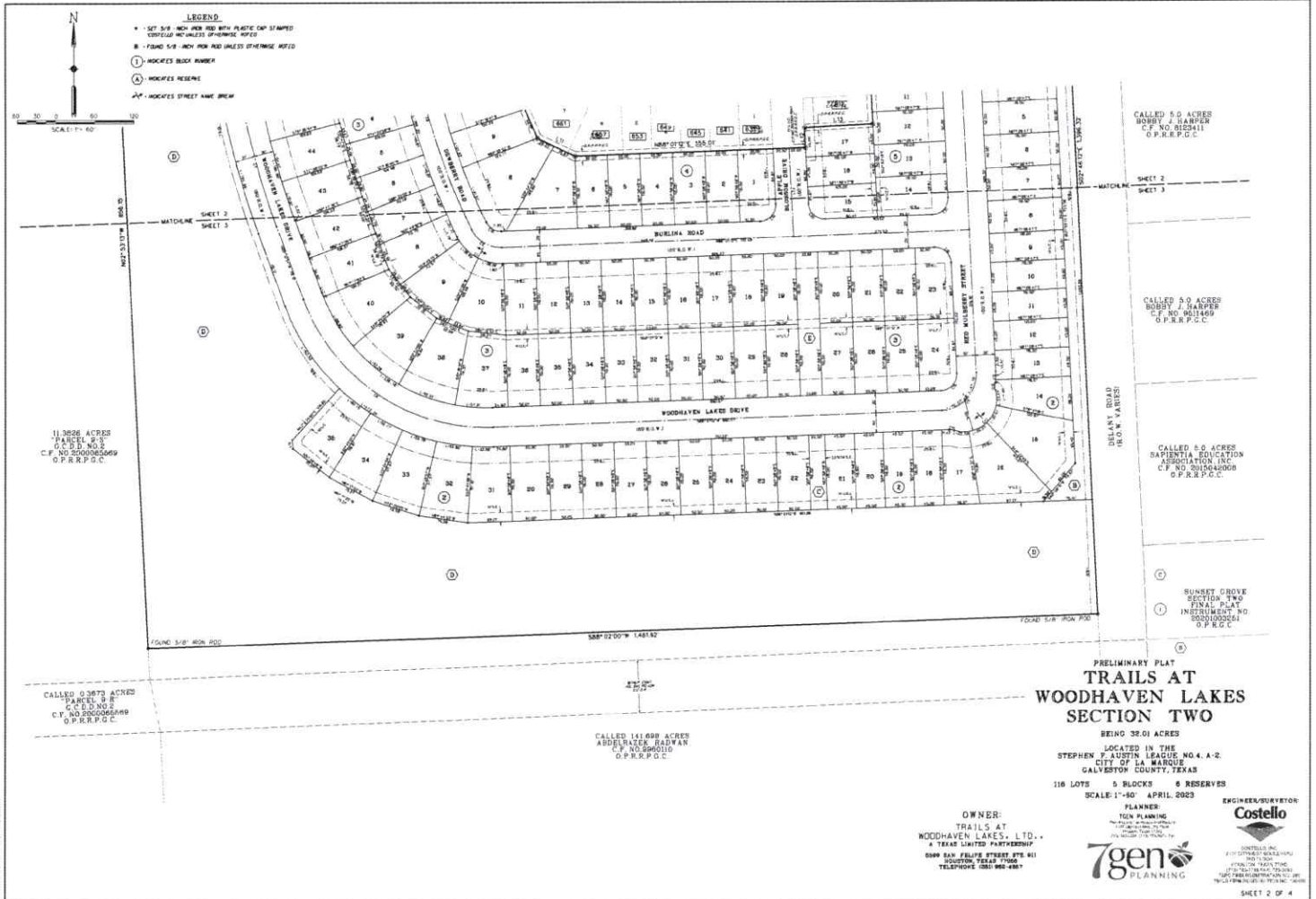
Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

A handwritten signature in black ink, appearing to read "Dinh V. Ho, P.E.".

Dinh V. Ho, P.E.
TBPE Firm No. 16423

Cc: Kathleen Van Stavern
Permits
File: 18100-2-106





City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: April 25, 2023

Agenda Item:

Discussion / possible action regarding a request for preliminary plat approval for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.

Item Type: Plat - Preliminary Plat

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation:

Motion to recommend approval of preliminary plat for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: April 25, 2023

Agenda Item:

Discussion / possible action regarding a request for preliminary plat approval for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.

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Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation:

Motion to recommend approval of preliminary plat for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.



APPROVED

SIGNATURE



NOT APPROVED



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: April 25, 2023

Agenda Item:

Discussion / possible action regarding a request for preliminary plat approval for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.

Item Type: Plat - Preliminary Plat

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation:

Motion to recommend approval of preliminary plat for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.



APPROVED



NOT APPROVED

Greg Cornett
SIGNATURE



City of La Marque Planning & Zoning Commission

STAFF REPORT

Meeting Date: April 25, 2023

Agenda Item:

Discussion / possible action regarding a request for preliminary plat approval for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.

Item Type: Plat - Preliminary Plat

Standard for Approval:

Plats that comply with the requirements of City Code Chapter 41 and Chapter 212 of the Texas Local Government Code must be approved. Preliminary plats will always be approved with conditions because they will not comply with all of the requirements by nature of being a preliminary plat. Plats that do not comply with the requirements and need major changes will be denied and the reasons stated.

References: City Code Chapter 41;
Chapter 212, Texas Local Government Code

Council approval: Required

Public comments: None

Recommendation:

Motion to recommend approval of preliminary plat for Trails at Woodhaven Lakes Section 2, being approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.



APPROVED



NOT APPROVED


SIGNATURE

RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS ACCEPTING THE PRELIMINARY PLAT OF TRAILS AT WOODHAVEN LAKES SECTION 2

WHEREAS, the owner of property in the City of La Marque, Texas identified as approximately a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-297, La Marque, Galveston County, Texas. Galveston County Property ID No(s) 397300, 729917 and 521840, located south of FM 1765 and west of Delany Rd.

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

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

The Preliminary Plat attached as Exhibit 1 is approved by the City Council of La Marque, Texas with the conditions that the applicant must submit a final plat with supporting documents compliant with City Code Chapter 41 and Chapter 212 of the Texas Local Government Code and the applicant must provide original tax certificates verifying that all balances have been paid.

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

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the ____ day of _____ 2023.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023 Agenda item: _____
Prepared by: Chief Randall Reviewed by: _____
Aragon _____
Department: Police

AGENDA ITEM DESCRIPTION: Attachment for Reference:

Memorandum of Understanding (MOU) with Galveston County Health District (GCHD).

STAFF BRIEFING:

Respectfully request that the attached MOU be approved by resolution. Essentially, the GCHD will continue to supply (at no cost) the La Marque Police Department (LMPD), with Naloxone which saves lives related to overdoses of opioids.

To acquire the Naloxone, the LMPD must agree to provide GCHD with necessary data including but not limited to naloxone-related events with occurrence date, time, location, and demographics of the patient (age, gender, race, ethnicity, and home address) on a monthly basis.

HISTORY: The GCHD has recently supplied LMPD with a shipment of Naloxone; however, future shipments (to all county municipalities) must agree to this MOU.

TARGET IMPLEMENTATION: May 8, 2023, City Council Meeting

SIGNIFICANT ACTION DATES: May 8, 2023.

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 | |

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

STAFF'S RECOMMENDATION: City Attorney Gus Knebel has reviewed and approved the MOU. Chief Aragon recommends that this MOU be presented and approved at the regular meeting of May 8, 2023.

FISCAL IMPACT: Not applicable.



CITY COUNCIL AGENDA FORM

RESOLUTION NO. R-2023-00

A RESOLUTION ACKNOWLEDGING THE RELATIONSHIP BETWEEN GALVESTON COUNTY HEALTH DISTRICT AND CITY OF LA MARQUE REGARDING NALOXONE DISTRIBUTION AND DATA COLLECTION

WHEREAS, Galveston County Health District has agreed to supplement the Naloxone supply to the City of La Marque and others to address the opioid crisis within Galveston County.

WHEREAS, The City of La Marque acknowledges the requirement to provide Galveston County Health District with data regarding naloxone-related events.

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

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

The City Council of La Marque, Texas acknowledges the Memorandum of Understanding between Galveston County Health District and the City of La Marque, Texas for the distribution and data collection of Naloxone to the City of La Marque, Texas.

The City Manager is authorized to sign the nonbinding Memorandum of Understanding between the City of La Marque, Texas and React attached as Exhibit 1.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the ____ day of _____ 2023.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk

GALVESTON COUNTY HEALTH DISTRICT
Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Zach Davidson
Chairman, United Board of Health



Philip Keiser, MD
Local Health Authority
Chief Executive Officer

Memorandum of Understanding

Naloxone Distribution and Data Collection

BACKGROUND

To address the opioid overdose crisis within Galveston County, Galveston County Health District will supplement naloxone supply to dedicated organizations within Galveston County directly addressing the issue. Specifically, Galveston County Health District (hereinafter referred to as "GCHD"), will conduct naloxone distribution at the organizational and community levels, with a specific aim to increase access to and knowledge of naloxone use to prevent opioid overdose deaths.

TERMS AND CONDITIONS

WHEREAS, GCHD will supply, at its discretion, a per-event distribution of naloxone to said representative of listed organization below, in the appropriate form of medication route for the intended target audience use at no monetary cost. The organization agrees to provide or administer naloxone to individuals in life-threatening emergencies and will do so without expense to the individual.

WHEREAS, _____, representing _____, will accept a per-event distribution with the agreement to fulfill documentation and translation to GCHD of all naloxone-related events in correlation to suspected opioid overdoses, despite whether the patient responds to treatment, or death occurs. The organization agrees to provide GCHD with necessary data including but not limited to naloxone-related events with occurrence date, time, location, and demographics of the patient (age, gender, race, ethnicity, and home address) monthly, regardless of usage, until all naloxone provided to organization have been used or expired, whichever comes first.

This Agreement becomes effective when signed by the authorized representative of the organization and GCHD. This Agreement may be cancelled by either party by giving 30 days written or email notice to the other party. Otherwise, it remains in effects unless terminated as provided herein.

Through signatory authorization below, I acknowledge that my organization/entity has received a supply of naloxone and that my organization/entity agrees to abide by and enforce the terms and conditions set forth above.

Organization Name

Galveston County Health District

Name

Name

Title

Title

Date

Date

Public Health Services • Coastal Health & Wellness • Emergency Medical Services • Animal Resource Center

*The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas.
GCHD provides services and programs that protect the everyday health and well-being of Galveston County.*

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

www.gchd.org





CITY COUNCIL AGENDA FORM

Meeting Date: **May 8, 2023**

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a resolution to the issuance of a Purchase Order to Zone Industries (Precision Pump Systems) to provide and install new Variable Frequency Drives (VFDs), Line Reactors and Surge Suppression at the 1764 Pump Station Facility in the amount of \$75,540.32.

☒

ATTACHMENTS FOR REFERENCE:

1. Resolution
2. Proposal VFDs - Zone Industries
3. Proposal Line Reactors / Surge Suppression - Zone Industries
4. Engineer's Recommendation - Adico Engineer
5. Contractor Analysis of Failure - Email - Precision Pump Systems
6. Electrical Supply and Equipment Protection Email
7. Buy Board Vendor Verification

STAFF BRIEFING:

- ❖ The 1764 Pump Station supplies water into the La Marque Water System from the West Take Point from Gulf Coast Water Authority
- ❖ The Pump Station experienced a catastrophic failure in July 2022 due to an electrical surge that was unprotected at that time.
- ❖ Precision Pump System (original installer of the system) responded and installed a backup control system to allow the City to operate one pump to ensure flow and pressure met demand on the northwest section of the City.
- ❖ The new VFD's will be protected with Line Reactors and Surge Protection.
- City Manager has reviewed and approved.
- Finance Director has reviewed and approved.
- City Attorney has reviewed and approved.
- City Engineer has reviewed and approved.

TARGET IMPLEMENTATION: May 10, 2023 - Issuance of Purchase Order

SIGNIFICANT ACTION DATES: July 1, 2023 - new VFD's installed and online



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	
Actual Bid	
Estimated Expenditure	\$75,540.32
Acct. Name(s)	Water Supply System
Line Items #	
Other Funding	2020 CO Bond

STAFF'S RECOMMENDATION: Motion to approve the issuance of Purchase Order to Zone Industries in the amount of \$75,540.32 for replacement VFD's and pwere supply protection devices.

FISCAL IMPACT: \$75,540.32

RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS
AUTHORIZING PAYMENT TO PRECISION PUMPS

WHEREAS, The 1764 Pump Station supplies water into the La Marque Water System from the West Take Point from Gulf Coast Water Authority

WHEREAS, this pump station experienced a catastrophic failure in July of 2022 due to an unprotected electrical surge

WHEREAS, Precision Pumps is the primary service provider for the city when repairs are needed at the city's pump stations and is the original installer of the system

WHEREAS, the city received a Purchase Order totaling \$75,540.32, an amount that exceeds the City Manager's approval threshold as set by the City of La Marque's Purchasing Policy.

WHEREAS, the estimated completion date is July 1, 2023, where new Variable Frequency Drives, Line Reactors, and Surge Suppression will be online

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

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

The purchase of the bearing converter and associated repair described in the attached Exhibit 1 is ratified.

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

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of _____ 2023.

Keith Bell
Mayor

Kierra Nance, TRMC
City Clerk



Zone Industries

3303 Cypresswood Dr

Spring TX 77388

Phone: 210-819-3490



BuyBoard Contract # 672-22

Attn: Adico Engineering
Project: LaMarque 1764 Booster VFD's
Contact: Brent Berthier, P.E.

Date: 3-16-23
Quote No. AA-23117
Page: 1 of 2

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included –

2ea Allen-Bradley Power flex Variable Frequency Drives (VFD's)
100-hp, 480 volt, 3-phase
Programming to match existing Pump Control Panel.

Net Price: 48,314.00

Freight Included

Terms are net 30 days unless specifically called out below. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation Zone Industries will furnish Insurance Certificate upon request. The above quotation is subject to Zone Industries conditions of sale and the parties hereby signify that they have read and understand those conditions and agree to them.

3303 Cypresswood Dr. Spring, TX 77388, Tel: (713) 783-8530, Fax: (713) 783-1221

Zone Industries

PO Box 73149

Houston Texas 77273

Phone: 713-783-8530 Fax: 713-783-1221



BuyBoard Contract # 589-19

NOTES / EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately 1 weeks after receipt of approved submittal drawings. **Please note the lead time is estimated at the time of quote and may differ at** time of order. Submittals can be furnished approximately 1 weeks after receiving acceptable purchase order.

The quote is valid for 60 days from the original date.

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,

Andy Anderson
Executive Vice President

Zone Industries
M: 210-819-3490
aanderson@ZoneIndustries.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPE will furnish Insurance Certificate upon request. The above quotation is subject to Zone Industries standard conditions of sale and any parties acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between Zone Industries & other parties, unless specifically noted otherwise by Zone Industries in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

P.O. Box 450270, Houston, TX 77245 Tel: 713-783-8530 Fax: 713-783-1221

From: [Andy Anderson](#)
To: [Rick Sailer](#); [Brent Berthier](#); jcortez@zoneindustries.com
Cc: dinh@adico-llc.com; [Shannon Breaux](#); [Martin Saucedo](#)
Subject: RE: 1764 Water Facility Updates
Date: Wednesday, November 16, 2022 6:43:27 PM
Attachments: [image002.png](#)

[External Email] This message originated from outside your organization.

Sir,

Just so we are all on the same page the 12,500.00 P.O. was for the temporary panel and installation.

The New 100-hp VFD's and installation will be a separate invoice and we will keep it under 50K

Sincerely,

Andy Anderson

Vice President

3303 Cypresswood

Spring, TX 77388

210-819-3490

aanderson@precisionpumpsystems.com



From: Rick Sailer <r.sailer@cityoflamarque.org>
Sent: Wednesday, November 16, 2022 5:46 PM
To: Andy Anderson <aanderson@precisionpumpsystems.com>; Brent Berthier <brent@adico-llc.com>; jcortez@zoneindustries.com
Cc: dinh@adico-llc.com; Shannon Breaux <s.breaux@cityoflamarque.org>; Martin Saucedo <m.saucedo@cityoflamarque.org>
Subject: RE: 1764 Water Facility Updates

Thanks – appreciate the update.

Please accept my oversight on having a preliminary cost for the VFD failure – I attached the PO we processed from your email sent previously.

Rick Sailer
Public Works Director
City of La Marque
(o) 409-938-9213

(c) 409-944-8886

From: Andy Anderson <aanderson@precisionpumpsystems.com>

Sent: Wednesday, November 16, 2022 12:59 PM

To: Rick Sailer <r.sailer@cityoflamarque.org>; Brent Berthier <brent@adico-llc.com>;
jcortez@zoneindustries.com

Cc: dinh@adico-llc.com; Shannon Breau <s.breaux@cityoflamarque.org>; Martin Saucedo
<m.saucedo@cityoflamarque.org>

Subject: RE: 1764 Water Facility Updates

[External Email] This message originated from outside your organization.

Sir,

Confirmed we will also have Larry Alexander with Land and Sea services and also Crescent Electric on location Tuesday 1:00 PM also.

Sincerely,

Andy Anderson

Vice President

3303 Cypresswood

Spring, TX 77388

210-819-3490

aanderson@precisionpumpsystems.com



From: Andy Anderson

Sent: Wednesday, November 16, 2022 8:12 AM

To: Rick Sailer <r.sailer@cityoflamarque.org>; Brent Berthier <brent@adico-llc.com>;
jcortez@zoneindustries.com

Cc: dinh@adico-llc.com; Shannon Breau <s.breaux@cityoflamarque.org>; Martin Saucedo
<m.saucedo@cityoflamarque.org>

Subject: RE: 1764 Water Facility Updates

Importance: High

Rick,

We are trying to get everyone on Board for Tuesday at 1:00 PM

Confirmed so far is a 3rd party Master Electrician, 3rd Party UL panel builder, Myself, and service group.

rd

I'm waiting on conformation from Land and Sea and also an additional 3 Party Master Electrician.

The VFD's and install will be under 50K, but I don't have an exact amount until we know of any potential issues.

I've been out for the last 3 weeks on a family emergency and its been difficult coordinating the actual talent to do this.

Sincerely,

Andy Anderson

Vice President

3303 Cypresswood

Spring, TX 77388

210-819-3490

aanderson@precisionpumpsystems.com



From: Rick Sailler <r.sailler@cityoflamarque.org>

Sent: Tuesday, November 15, 2022 6:03 PM

To: Andy Anderson <aanderson@precisionpumpsystems.com>; Brent Berthier <brent@adico-llc.com>; jcortez@zoneindustries.com

Cc: dinh@adico-llc.com; Shannon Breau <s.breaux@cityoflamarque.org>; Martin Saucedo <m.saucedo@cityoflamarque.org>

Subject: FW: 1764 Water Facility Updates

Please reference email below – sent 13 days ago -- we REALLY need resolution on the 1764 Pump Station. The VFD's were removed from service in July due to a failure caused by unknown reasons (I believe the spin-down timer on the VFDs was not set properly and when the generator came on the power feed was not sufficient and caused a major malfunction – but I only surmise this possibility) - We (I) have asked repeatedly to have this facility inspected for proper performance and electrical integrity, which I know was somewhat completed by the Electrical Engineer, but it has been almost 5 months since this problem occurred and the PS remains running on one pump with no controls. Please update us on the status of the Project and when the VFD's can be safely reinstalled. We also need to repair or replace the check valve that is sticking open when the #1 pump (in service) fails, we cannot accept failures causing water loss. Please discuss as a TEAM – Pump Provider, Engineering, Customer Service to find a solution to this ongoing problem, it should not have taken this long to solve the problem. I appreciate all of your efforts, but really need the pump station back in full operational mode.

Andy – I still need a cost estimate on the VFD repairs, I need to discuss with Finance and CM about

the cost of this pump failure.

Rick Sailler
Public Works Director
City of La Marque
(o) 409-938-9213
(c) 409-944-8886

From: Shannon Breaux <s.breaux@cityoflamarque.org>

Sent: Wednesday, November 2, 2022 1:10 PM

To: Rick Sailler <r.sailer@cityoflamarque.org>; jcortez@zoneindustries.com; Martin Saucedo <m.saucedo@cityoflamarque.org>; Andy Anderson <aanderson@precisionpumpsystems.com>; Brent Berthier <brent@adico-llc.com>; dinh@adico-llc.com

Subject: 1764 Water Facility Updates

Good afternoon,

Just wanting to touch base to see where we are at with 1764. Brent, I know you had an electric engineer go out and look at the facility. Is there an update on his findings?

Shannon Breaux
Operations Superintendent
City of La Marque
C: (409) 354-7932
s.breaux@cityoflamarque.org



From: [Grady Mack](#)
To: [Rick Sailer](#); larrylandandsea@aol.com
Cc: [Brent Berthier](#); dinh@adico-llc.com; [Shannon Breaux](#); [Andy Anderson](#)
Subject: Re: FM 1764 Waterplant VFD Repair
Date: Wednesday, December 7, 2022 3:32:31 PM

[External Email] This message originated from outside your organization.

1. Movement of incoming Power lines, proximity of smaller connections at pole and significant slack in the middle line have a potential for arcing which can result in a power surge and affect the operation of the VFD's

I was there today took pictures from a different angle and you can see that there is adequate distance between the lines.





1. No grounding rod was found; simply a copper wire inserted into the ground
There is a ground rod in place. After removing the dirt, it was easy to see.





Thank You,

Grady Mack
Crescent Electric

1319 1st. Street
La Marque Tx. 77568
Office: 409-935-2416

From: Rick Sailer <r.sailer@cityoflamarque.org>

Sent: Wednesday, December 7, 2022 3:25:39 PM

To: Grady Mack <grady@crescent-electric.com>; larrylandandsea@aol.com
<larrylandandsea@aol.com>

Cc: Brent Berthier <brent@adico-llc.com>; dinh@adico-llc.com <dinh@adico-llc.com>; Shannon Breaux <s.breaux@cityoflamarque.org>; Andy Anderson <aanderson@precisionpumpsystems.com>

Subject: FW: FM 1764 Waterplant VFD Repair

Grady, please reference email below – we really need to fix the electrical issues – are you able to assist with this effort?

Larry, please advise about the generator repairs – reference comments below.

Rick Sailer
Public Works Director
City of La Marque
(o) 409-938-9213
(c) 409-944-8886

From: Rick Sailer <r.sailer@cityoflamarque.org>

Sent: Wednesday, November 30, 2022 8:09 PM

To: Brent Berthier <brent@adico-llc.com>; Dinh Ho <dinh@adico-llc.com>

Cc: Shannon Breaux <s.breaux@cityoflamarque.org>; larrylandandsea@aol.com; Andy Anderson <aanderson@precisionpumpsystems.com>

Subject: Re: FM 1764 Waterplant VFD Repair

I will contact CPE about the power supply issue unless Crescent can assist; not sure CPE responsibility ends and CoLM starts. L&S can handle the generator issues and provide CoLM with an annual PM contract on all generators. Andy mentions that the VFDs have some protection; will verify email but thought he said line reactors and phase monitors but maybe need surge protection. The electrical upgrades may be best left to Precision since I prefer to keep the cooks in the kitchen to a minimum.

Larry - please proceed and coordinate with Shannon- we need PM contract on all generators. We may opt to bring in our SC mechanics got training on incremental service checks they may be more qualified to perform, with some training from you and your staff.

We can contact our mechanical contractor for the valve work or allow Precision to handle that task if possible.

Rick Sailer
Public Works Director
City of La Marque

(o) 409-938-9213

(c) 409-944-8886

From: Brent Berthier <brent@adico-llc.com>

Sent: Wednesday, November 30, 2022 6:58 PM

To: Rick Sailler <r.sailler@cityoflamarque.org>; Dinh Ho <dinh@adico-llc.com>

Cc: Shannon Breaux <s.breaux@cityoflamarque.org>

Subject: FM 1764 Waterplant VFD Repair

[External Email] This message originated from outside your organization.

Rick:

The following companies were present at the water plant during the troubleshooting exercise:

1. Land & Sea Services
2. Crescent Electric
3. JA Controls
4. 3rd Coast
5. Precision Pump Systems

A number of items were identified to be either defective or non-compliant. These items can potentially affect the operation of the distribution pumps and VFD's. These items are listed below:

1. Movement of incoming Power lines, proximity of smaller connections at pole and significant slack in the middle line have a potential for arcing which can result in a power surge and affect the operation of the VFD's
2. No grounding rod was found; simply a copper wire inserted into the ground
3. Generator was unable to start up automatically. It would seem that the generator has a faulty speed sensor.
4. Check valves are sticking in the open position after the pump shuts off, perhaps as a result of the pumps not alternating since they are being operated under an emergency condition

These items need to be addressed before installing the VFD drives and bringing the control panel back online, otherwise we are likely to encounter the same issues. The following are recommended in addition to the recommendations made in the previous email (below):

Power Lines

1. Have the power company confirm the distance of lines and connections and correct them if necessary

Grounding

1. Install new grounding rod per NEC code

Generator

1. Replace generator speed sensors
2. Ensure generator is serviced and exercised regularly. Consider a service contract to ensure that generator is always in good running condition
3. Provide training to operators on proper operation of generator, primarily starting up and shutting down

Check Valve

1. Regular exercising of check valves
2. Repair/replace defective check valve

Isolation Valve (not related to VFD failure)

1. Replace isolation valve and consider relocating to horizontal spool piece over pump

Should you have any questions or require any additional information, please contact me.

Kind Regards,

Brent Berthier, P.E.
Senior Project Manager
Adico Consulting Engineers



From: Rick Sailler <r.sailler@cityoflamarque.org>
Sent: Monday, November 21, 2022 8:01 PM
To: Brent Berthier <brent@adico-llc.com>; Dinh Ho <dinh@adico-llc.com>
Cc: Shannon Breaux <s.breaux@cityoflamarque.org>
Subject: Re: FM 1764 Waterplant VFD Repair

Sounds Great . Thanks for your engagement

Rick Sailler
Public Works Director
City of La Marque
(o) 409-938-9213
(c) 409-944-8886

From: Brent Berthier <brent@adico-llc.com>
Sent: Monday, November 21, 2022 2:59 PM
To: Dinh Ho <dinh@adico-llc.com>; Rick Sailler <r.sailler@cityoflamarque.org>
Cc: Shannon Breaux <s.breaux@cityoflamarque.org>
Subject: FM 1764 Waterplant VFD Repair

[External Email] This message originated from outside your organization.

I met with Thomas Archer (Archer Engineering/Electrical Engineer) and Andy Anderson (Precision Pump/Gorman Rupp) to discuss the issues at the waterplant and the plan to reinstate the waterplant to it full capacity and to discuss recommendations for surge protection.

1. Archer recommended the installation of line reactors in front of the VFD's to protect the drives from transient voltages from the power supply as well as the addition of surge protection (containing lightning arrestors and TVSS) at the entrance for additional protection.
2. During our discussions with Andy regarding these recommendations, it was noted that there is a TVSS (transient voltage surge suppressor) already installed as well as a phase monitor. Additionally, the Allen Bradley model of VFD also has addition internal protections, so there should be no need to install these additional components. This will be verified tomorrow, November 22, 2022.
3. Also, prior to having the VFD's installed, we will have the generator load tested and ensure that the generator and ATS (automatic transfer switch) is functioning properly so there is no need to turn the generator on manually when there is a power failure
4. After the VFD's have been installed, I recommend that we schedule a 1-hour training with every operator who would be monitoring and/or operating this equipment, including operators that are on-call on the weekend. Further, I would recommend that if any operator finds himself in a position where there is an issue and he/she has not gone through the training, that a call be placed immediately to the equipment supplier or a representative as indicated on the O & M's which I have asked to be provided to the City and be present at the plant.

Once we ascertain that the generator and control panel setup is functioning, we will plan on having the VFD's installed. The installation is tentatively scheduled for Wednesday, November 30, 2022. I will keep you updated on tomorrow's findings. Should you have any questions or require any additional information, please contact me.

Kind Regards,

Brent Berthier, P.E.

Senior Project Manager

Adico Consulting Engineers

2114 El Dorado Blvd., Suite 400

Friendswood, TX 77546

832.895.1093 (O) 713.398.7799 (C)

Email: brent@adico-llc.com



Wednesday, March 26, 2023

FM 1764 Water Plant VFD Repairs

The Variable Frequency Drives (VFD's) located inside the Booster Pump control panel were damaged as a result of a power surge at the plant. The following is a quote to have the VFD's replaced by the equipment manufacturer, and to install Line Reactors inside the Booster Pump Control Panel to protect the VFD's from future damage, as a result of incoming power surges. The replacement by the equipment manufacturer will ensure that the equipment's warranty is not voided.

The Proposed Cost is as follows:

1. Booster Pump Control Panel VFD Replacement
\$48,314.00
2. Booster Pump Control Panel Line Reactor Installation
\$27,226.32

Total Cost of Installation

\$75,540.32



CITY COUNCIL AGENDA FORM

Meeting Date: **May 8, 2023**

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a resolution to the issuance of a Purchase Order to Zone Industries (Precision Pump Systems) to provide and install new Variable Frequency Drives (VFDs), Line Reactors and Surge Suppression at the 1764 Pump Station Facility in the amount of \$75,540.32.

☒

ATTACHMENTS FOR REFERENCE:

1. Resolution
2. Proposal VFDs - Zone Industries
3. Proposal Line Reactors / Surge Suppression - Zone Industries
4. Engineer's Recommendation - Adico Engineer
5. Contractor Analysis of Failure - Email - Precision Pump Systems
6. Electrical Supply and Equipment Protection Email
7. Buy Board Vendor Verification

STAFF BRIEFING:

- ❖ The 1764 Pump Station supplies water into the La Marque Water System from the West Take Point from Gulf Coast Water Authority
- ❖ The Pump Station experienced a catastrophic failure in July 2022 due to an electrical surge that was unprotected at that time.
- ❖ Precision Pump System (original installer of the system) responded and installed a backup control system to allow the City to operate one pump to ensure flow and pressure met demand on the northwest section of the City.
- ❖ The new VFD's will be protected with Line Reactors and Surge Protection.
- City Manager has reviewed and approved.
- Finance Director has reviewed and approved.
- City Attorney has reviewed and approved.
- City Engineer has reviewed and approved.

TARGET IMPLEMENTATION: May 10, 2023 - Issuance of Purchase Order

SIGNIFICANT ACTION DATES: July 1, 2023 - new VFD's installed and online



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	
Actual Bid	
Estimated Expenditure	\$75,540.32
Acct. Name(s)	Water Supply System
Line Items #	
Other Funding	2020 CO Bond

STAFF'S RECOMMENDATION: Motion to approve the issuance of Purchase Order to Zone Industries in the amount of \$75,540.32 for replacement VFD's and pwere supply protection devices.

FISCAL IMPACT: \$75,540.32

Menu



Vendor Contract Information Summary

Vendor	Precision Pump Systems
Contact	Lecy Bleiler-Liebman
Phone	713-783-8530
Email	ableiler-liebman@precisionpumpsystems.com
Vendor Website	https://precisionpumpsystems.com/
TIN	46-1109042
Address Line 1	3303 Cypresswood Dr. Spring, Tx 77388
Vendor City	Spring
Vendor Zip	77388
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Water and Wastewater Pumps and Motors
Contract No.	672-22
Effective	07/01/2022
Expiration	06/30/2025
Accepts RFQs	Yes
Additional Dealers	Precision Pump Systems locations in: Edinburg, TX; Coppell, TX



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding a Resolution pertaining to Award of Bid to **AR Turnkey Construction** for Construction of Westlawn Flood Control and Drainage Project.

x

ATTACHMENTS FOR REFERENCE:

1. Bid Submittal & Signature Page - AR Turnkey Construction
2. Bid Tab Summary - Adico Engineers
3. Engineer's Construction Cost Estimate
4. Engineer's Recommendation
5. Texas General Land Office (GLO) Performance Statement
6. Authority to Use Grant Funds

STAFF BRIEFING:

- Bid Opening was on March 13, 2023; 7 Bids were received; Adico Engineers completed bid review, analysis and recommendation.
- AR Turnkey Construction submitted the lowest Base Bid with a total cost of \$1,613,715.00; Total Bid including Alternate Bid items was \$1,688,858.00
- The lowest Total bid is \$505,653 higher than available funds through GLO Contract # 20-065-105-C287
- Additional Funding qualifies to use the 2020 Certificates of Obligation Bonds to complete the Project as designed and approved by GLO Performance Statement. The Project design met the obligations of the GLO Performance Statement; deleting Project Scope to reduce cost to the available funding through the GLO Grant changes the effectiveness of the Project and does not meet the GLO Performance Statement, which we are bound to complete by the GLO Contract. Changing the Scope of the Project requires a change to the Performance Statement, causing further delays and risking ability to meet basis obligation of the funding reasoning, the designed scope of the Project is recommended by staff.
- Rebidding the Project risks the possibility of higher not lower bids.
- Minor material changes may be made to reduce some costs, but; however, additional financial approval of \$600,000 to cover material testing and contingencies
- The GLO Contract was signed in 2020 and unfortunately construction costs have risen over the last three (3) years, partially creating the large discrepancy from the original Construction Cost Estimate.

➤ Finance Director has reviewed and approved.



CITY COUNCIL AGENDA FORM

- City Manager has reviewed and approved.
- City Engineer has reviewed and approved.
- City Attorney has reviewed and approved
- Grant Administrator has reviewed and approved.

HISTORY:

- GLO Contract Approved April 8, 2020
- Release of Request for Bids - January 23, 2023
- Bid Opening - March 13, 2023

TARGET IMPLEMENTATION -

- Notice to Proceed - May 15, 2023

SIGNIFICANT ACTION DATES:

- Project Completion - 11/31/23
- Project Acceptance & Final Payment - 12/14/23

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-
Actual Bid	\$1,688,858
Estimated Expenditure (City portion)	\$505,653
Acct. Name(s)	GLO Project C287
GLO Funds	\$1,183,205
2020 C.O. Bond Funds	\$505,653

STAFF'S RECOMMENDATION:

Motion to award the Bid for Construction to AR Turnkey Construction for the Westlawn Stormwater Improvement Project in the amount of \$1,688,858.00.

FISCAL IMPACT: \$600,000 - 2020 C.O. Bond Proceeds (*this is maximum estimated fiscal impact to cover contingencies and required material testing*)

RESOLUTION NO. 2023-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AWARDING BID FOR WESTLAWN FLOOD CONTROL AND DRAINAGE PROJET;
AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL
DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH
SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in 2020 The Texas General Land Office approved funding for the Westlawn Flood Control and Drainage Project; and

WHEREAS, on March 13, 2023, 7 bids were received, reviewed, and analyzed by consulting engineering firm ADICO, LLC; and

WHEREAS, the City of La Marque acknowledges that AR Turnkey submitted the lowest Base Bid and that the submitted bid is \$505,653 above the available funds through the City's General Land Office Contract #20-065-105-C287; and

WHEREAS, the City of La Marque identifies that additional funding requirements qualify for use of 2020 Certificates of Obligation Bonds to complete the project as designed and approved by the General Land Office Performance Statement; and

WHEREAS, upon full review and consideration of the Evaluation Summary, herein attached as Exhibit 'A' and all matters attendant and related thereto, the City Council is of the opinion that this project should be awarded to AR Turnkey Construction and that the City Manager should be authorized to execute an Agreement for the services.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Evaluation Summary, having been reviewed by the City Council of the City of La Marque and found to be acceptable and in the best interests of the City of La Marque and its citizens, is hereby in all things awarded.

Section 3. The City Manager is hereby authorized to execute an Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the _____ day of _____ 2023.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Kierra Nance, City Clerk
City of La Marque, Texas

Authority to Use Grant Funds

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)

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

Copy To: (name & address of SubRecipient)

We received your Request for Release of Funds and Certification, form HUD-7015.15 on

12/20/2022

Your Request was for HUD/State Identification Number

B-17-DM-48-0001/20-065-105-C287

All objections, if received, have been considered. And the minimum waiting period has transpired.
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
File this form for proper record keeping, audit, and inspection purposes.

Project Name: Westlawn Flood Control and Drainage Project

Project Location: Cedar Drive, Melody Drive, Crockett Street La Marque, TX, Galveston County

Project Description: Reconstructing and rehabilitating the existing drainage system.

CDBG-DR Funds: \$1,447,527

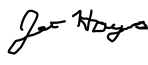
Typed Name of Authorizing Officer

Jet Hays

Title of Authorizing Officer

Senior Deputy Director

Signature of Authorizing Officer

X 

Date (mm/dd/yyyy)

1/5/2023

BID RESULTS
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287

	NAME	BASE BID AMOUNT
1	AR Turnkey Construction	\$ 1,613,715.00
2	Gulf Coast Limestone	\$ 1,974,710.00
3	Metro City	\$ 2,037,438.00
4	J. Rivas Construction	\$ 2,268,882.00
5	Environmental Allies	\$ 2,310,414.85
6	Blazey Construction	\$ 2,395,662.00
7	TB Concrete Construction	\$ 4,070,115.00

**CITY OF LA MARQUE
20-065-105-C287****PERFORMANCE STATEMENT**

Hurricane Harvey overwhelmed the drainage system of the City of La Marque (Subrecipient). Heavy rainfall caused flooding of homes and streets. Undersized culverts throughout the city prohibited stormwater from draining effectively. This inundated the drainage system and threatened public health, safety, and welfare. Subrecipient will conduct drainage Infrastructure improvements to facilitate proper stormwater conveyance and reduce the impact of future flooding.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. 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 \$1,447,527.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Flood and Drainage Facilities

Subrecipient shall replace storm sewer culverts, regrade roadside ditches, install outfall ditches with associated pavement repair, and complete associated appurtenances. Construction shall take place at the following locations.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Site 1 Cedar Dr.	600 LF West of Westward Ave. to Westward Ave. 29.368308, -94.988595	600 LF	7228 7229	2 1,2
Site 2 Westward Ave. (West side)	Cedar Dr. to Interstate I45 29.365812, -94.987478	2,057 LF	7228 7229	2 1,2
Site 3 Westward Ave. (East side)	275 LF North of Fannin St. to 375 LF South of Fannin St. 29.365794, -94.987507	650 LF	7228 7229	2 1,2
Site 4 Melody Dr. (North)	Westward Ave. to Merry Ln. 29.367295, -94.988247	354 LF	7228 7229	2 1,2
Site 5 Melody Dr. (South)	Westward Ave. to Merry Ln. 29.364428, -94.988113	501 LF	7228 7229	2 1,2

Site 6 Easement (East & South) off Westward Ave.	140 LF South of Fannin to 1,212 LF East 29.364641, -94.985216	1,212 LF	7228 7229	2 1,2
Site 7 Easement (South & East) off Magnolia Dr.	End of Site 6 South 240 LF, then 740 LF East to Austin Ave. 29.363653, -94.983052	1,102 LF	7228 7229	2 1,2
Site 8 Easement (South) off Houston Dr.	116 LF East Bonham St. South to Lamar Drive 29.366679, -94.983693	553 LF	7228 7229	2 1,2
Site 9 Lamar Dr./ Fannin St.	End of Site 8 Southeast to 130 LF West on Fannin St. 29.365534, -94.983382	390 LF	7228 7229	2 1,2
Site 10 Easement (South) off Fannin	End of Site 9 to 198 LF South 29.364791, -94.983578	198 LF	7228 7229	2 1,2
Site 11	Curb Inlet at Milam, 300 LF south of Magnolia Dr. 29.363281, -94.982995	One (1) Public Facility	7228 7229	2 1,2
Site 12	Curb Inlet northside of Magnolia Dr. at Travis Ct. 29.364486, -94.981969	One (1) Public Facility	7228 7229	2 1,2
Site 13	Curb Inlet eastside of W. Houston Dr., 480 LF south of Fannin St. 29.363667, -94.986791	One (1) Public Facility	7228 7229	2 1,2
Site 14	Curb Inlet northside of Fannin St. at Houston Drive 29.365133, -94.986926	One (1) Public Facility	7228 7229	2 1,2
Site 15	Curb Inlet south side of Lamar Dr. at Bonham St. 29.366254, -94.984414	One (1) Public Facility	7228 7229	2 1,2
Site 16	Curb Inlet east side Bonham St., approx. 100 LF south of Lamar Drive. 29.366042, -94.984646	One (1) Public Facility	7228 7229	2 1,2
These Activities shall benefit four thousand (4,000) persons. Of these persons, two thousand six hundred forty-five (2,645), or sixty-six and thirteen hundredths percent (66.13%), are of low to moderate income.				

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS

LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SECTION A - GENERAL					
1.	Mobilization/Payment/ Performance Bonds	LS	1	\$ <u>40 000.⁰⁰</u>	\$ <u>40 000.⁰⁰</u>
SUBTOTAL SECTION A - GENERAL					\$ <u>40 000.⁰⁰</u>
SECTION B - DEMOLITION AND PAVEMENT REPAIR					
2.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for full depth saw-cut, removal and replacement of existing concrete driveway, curb and gutter including disposal offsite as indicated on plans and according to specifications, complete in place. Replace with 6", 3,500 PSI reinforced concrete pavement.	SY	315	\$ <u>35.⁰⁰</u>	\$ <u>11,025.⁰⁰</u>
3.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for full depth saw-cut, removal and replacement of existing asphalt pavement, curb and gutter, including disposal offsite as indicated on plans and according to specifications, complete in place.	SY	600	\$ <u>25.⁰⁰</u>	\$ <u>15 000.⁰⁰</u>
4.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 12" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	83	\$ <u>18.⁰⁰</u>	\$ <u>1494.⁰⁰</u>
5.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 18" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	109	\$ <u>20.⁰⁰</u>	\$ <u>2180.⁰⁰</u>
6.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 24" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	700	\$ <u>25.⁰⁰</u>	\$ <u>17 500.⁰⁰</u>
7.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 30" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	720	\$ <u>27.⁰⁰</u>	\$ <u>19 440.⁰⁰</u>
8.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 36" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	155	\$ <u>29.⁰⁰</u>	\$ <u>4495.⁰⁰</u>
9.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 48" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	174	\$ <u>35.⁰⁰</u>	\$ <u>6090.⁰⁰</u>

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BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
10.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 36" CMP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	420	\$ <u>20.⁰⁰</u>	\$ <u>8400.⁰⁰</u>
11.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing inlets including disposal offsite as indicated on plans and according to specifications, complete in place.	EA	16	\$ <u>400.⁰⁰</u>	\$ <u>6400.⁰⁰</u>
12.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing manholes including disposal offsite as indicated on plans and according to specifications, complete in place.	EA	6	\$ <u>400.⁰⁰</u>	\$ <u>2400.⁰⁰</u>
13.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to construct 6" concrete curb and gutter as indicated on plans and according to specifications, complete in place.	LF	165	\$ <u>28.⁰⁰</u>	\$ <u>4620.⁰⁰</u>
14.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for pavement striping as indicated on plans and according to specifications, complete in place.	LS	1	\$ <u>5000.⁰⁰</u>	\$ <u>5000.⁰⁰</u>

SUBTOTAL SECTION B - DEMOLITION AND PAVEMENT REPAIR \$ 104,044.⁰⁰

SECTION C - WATER LINE

15.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 6" Water Line Offset, All Depths including fittings and appurtenances as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>5000.⁰⁰</u>	\$ <u>5000.⁰⁰</u>
16.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to construct 2" Water Line Offset, All Depths including fittings and appurtenances as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>2300.⁰⁰</u>	\$ <u>6900.⁰⁰</u>

SUBTOTAL SECTION C - WATER LINE \$ 11,900.⁰⁰

SECTION D - STORM DRAINAGE SYSTEM

17.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 24" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	787	\$ <u>99.⁰⁰</u>	\$ <u>77913.⁰⁰</u>
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BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
18.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 30" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	718	\$ <u>130.⁰⁰</u>	\$ <u>93340.⁰⁰</u>
19.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 36" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	958	\$ <u>188.⁰⁰</u>	\$ <u>180,104.⁰⁰</u>
20.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 42" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	870	\$ <u>245.⁰⁰</u>	\$ <u>213150.⁰⁰</u>
21.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 48" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	1973	\$ <u>298.⁰⁰</u>	\$ <u>587,954.⁰⁰</u>
22.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "A" Inlet as indicated on plans and according to specifications, complete in place.	EA	6	\$ <u>2700.⁰⁰</u>	\$ <u>16200.⁰⁰</u>
23.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "B-B" Inlet as indicated on plans and according to specifications, complete in place.	EA	16	\$ <u>3600.⁰⁰</u>	\$ <u>57600.⁰⁰</u>
24.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (24"-42"), as indicated on plans and according to specifications, complete in place.	EA	10	\$ <u>2700.⁰⁰</u>	\$ <u>27000.⁰⁰</u>
25.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (24"-42") w/ Inlet "A" Grate Top as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>6000.⁰⁰</u>	\$ <u>18000.⁰⁰</u>
26.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (48"-72") w/ Inlet "A" Grate Top as indicated on plans and according to specifications, complete in place.	EA	2	\$ <u>9900.⁰⁰</u>	\$ <u>19800.⁰⁰</u>
27.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "E" Inlet as indicated on plans and according to specifications, complete in place.	EA	2	\$ <u>4900.⁰⁰</u>	\$ <u>9800.⁰⁰</u>
28.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (48"-72") as indicated on plans and according to specifications, complete in place.	EA	6	\$ <u>6000.⁰⁰</u>	\$ <u>36000.⁰⁰</u>

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BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS

LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
29.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 7' x 4' Junction Box for Sanitary Conflict with Grate Inlet Top as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>8500.⁰⁰</u>	\$ <u>8500.⁰⁰</u>
30.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Modified Type "E" Inlet on 8' x 5' Junction Box for Sanitary Conflict as indicated on plans and according to specifications, complete in place.	EA	2	\$ <u>9900.⁰⁰</u>	\$ <u>19800.⁰⁰</u>
31.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 6' X 14' Junction Box as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>28600.⁰⁰</u>	\$ <u>28600.⁰⁰</u>
32.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Connection to Existing Manhole as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>4600.⁰⁰</u>	\$ <u>4600.⁰⁰</u>
33.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for OSHA Trench Safety System, All Depths as indicated on plans and according to specifications, complete in place.	LF	5306	\$ <u>1.⁰⁰</u>	\$ <u>5306.⁰⁰</u>

SUBTOTAL SECTION D - STORM DRAINAGE SYSTEM \$ 1,403,067.⁰⁰

SECTION E - SANITARY SEWER SYSTEM

34.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 8" Sanitary Sewer Line Crossing Modification at Proposed Junction Box (Conflict Structure) as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>3000.⁰⁰</u>	\$ <u>9000.⁰⁰</u>
35.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 10" Sanitary Sewer Line Crossing Modification at Proposed Junction Box (Conflict Structure) as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>3600.⁰⁰</u>	\$ <u>3600.⁰⁰</u>

SUBTOTAL SECTION E - SANITARY SEWER SYSTEM \$ 12600.⁰⁰

SECTION F - MISCELLANEOUS ITEMS

36.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform Ditch Regrading as indicated on plans and according to specifications, complete in place.	LF	111	\$ <u>6.⁰⁰</u>	\$ <u>666.⁰⁰</u>
37.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform Storm Sewer Clean Up as indicated on plans and according to specifications, complete in place.	LF	690	\$ <u>10.⁰⁰</u>	\$ <u>6900.⁰⁰</u>

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BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
38.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform cleaning of Storm Sewer Inlets and Manholes, as indicated on plans and according to specifications, complete in place.	EA	12	\$ <u>275.⁰⁰</u>	\$ <u>3300.⁰⁰</u>
39.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to provide Power Pole Temporary Shoring as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>600.⁰⁰</u>	\$ <u>600.⁰⁰</u>
40.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform Power Pole relocation as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>3000.⁰⁰</u>	\$ <u>9000.⁰⁰</u>
41.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Remove and Replace Street Sign as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>550.⁰⁰</u>	\$ <u>1650.⁰⁰</u>
42.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Remove and Replace of Existing Wooden Bollards as indicated on plans and according to specifications, complete in place.	EA	8	\$ <u>450.⁰⁰</u>	\$ <u>3600.⁰⁰</u>
43.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install and Implement Traffic Control Plan, as indicated on plans and according to specifications, complete in place.	MONTH	8	\$ <u>1200.⁰⁰</u>	\$ <u>9600.⁰⁰</u>

SUBTOTAL SECTION F - MISCELLANEOUS ITEMS \$ 35316.⁰⁰

SECTION G - STORMWATER POLLUTION PREVENTION

44.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for turf establishment by hydromulch seeding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass has been established and all governing agencies have inspected and accepted (in writing).	AC	0.50	\$ <u>4000.⁰⁰</u>	\$ <u>2000.⁰⁰</u>
45.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Reinforced Filter Fabric Fence around the construction site (to be installed prior to any construction activity and properly maintained throughout construction) as indicated on plans and according to specifications, complete in place. Includes removal.	LF	50	\$ <u>2.⁰⁰</u>	\$ <u>100.⁰⁰</u>
46.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to furnish and install storm inlet protection barriers, includes removal, as indicated on plans and according to specifications, complete in place.	EA	28	\$ <u>50.⁰⁰</u>	\$ <u>1400.⁰⁰</u>

SUBTOTAL SECTION G - STORMWATER POLLUTION PREVENTION \$ 3500.⁰⁰

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BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SECTION H - EXTRA ITEMS					
47.	Extra Cement Stabilized Sand, complete in place. (Minimum).	TON	100	\$ 20. ⁰⁰	\$ 2000. ⁰⁰
48.	Extra 24" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
49.	Extra 30" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
50.	Extra 36" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
51.	Extra 42" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
52.	Extra 48" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
53.	Extra Type "A" inlet, complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
54.	Extra Type "B-B" inlet, complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
55.	Extra Type "C" Manhole (24"-42") complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
56.	Extra Type "C" Manhole (48"-72") complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
57.	Extra Type "E" inlet, complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
58.	Extra 8" sanitary sewer line, complete in place. (Minimum).	LF	50	\$ 1. ⁰⁰	\$ 50. ⁰⁰
59.	Extra 10" sanitary sewer line, complete in place. (Minimum).	LF	50	\$ 1. ⁰⁰	\$ 50. ⁰⁰
60.	Extra cleaning of Storm Sewer Inlets and Manholes, complete in place. (Minimum).	EA	10	\$ 1. ⁰⁰	\$ 10. ⁰⁰
61.	Extra Removal and Replacement of Street Sign, Complete in place. (Minimum).	EA	3	\$ 1. ⁰⁰	\$ 3. ⁰⁰
62.	Extra Ditch Regrading, complete in place. (Minimum).	LF	500	\$ 1. ⁰⁰	\$ 500. ⁰⁰
63.	Extra full depth saw-cut and removal of existing concrete pavement, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
64.	Extra 6", 3,500 psi Concrete pavement with #3 bars at 18" O/C each way, according to details, complete in place. (Minimum).	SY	50	\$ 1. ⁰⁰	\$ 50. ⁰⁰

SUBTOTAL SECTION H - EXTRA ITEMS \$ 3,288.⁰⁰

TOTAL BASE BID \$ 1,413,715.⁰⁰

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BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
ALTERNATE 1 - WATER EASEMENT

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SECTION I - MISCELLANEOUS ITEMS					
A1.1	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Ditch Regrading, Complete in place as indicated on plans and according to specifications, complete in place.	LF	357	\$ <u>12.⁰⁰</u>	\$ <u>4284.⁰⁰</u>
A1.2	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Storm Sewer Clean Up, Complete in place as indicated on plans and according to specifications, complete in place.	LF	1031	\$ <u>20.⁰⁰</u>	\$ <u>20620.⁰⁰</u>
A1.3	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Storm Sewer Inlets and Manholes Clean Up, Complete in place as indicated on plans and according to specifications, complete in place.	EA	11	\$ <u>500.⁰⁰</u>	\$ <u>5500.⁰⁰</u>
SUBTOTAL SECTION I - MISCELLANEOUS ITEMS					\$ <u>30404.⁰⁰</u>
TOTAL ALTERNATE 1 BID					\$ <u>30404.⁰⁰</u>

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
ALTERNATE 2 - FANNIN DRIVE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<u>SECTION J - DEMOLITION AND PAVEMENT REPAIR</u>					
A2.1	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for full depth saw-cut and removal and replacement of existing driveway including disposal offsite as indicated on plans and according to specifications, complete in place. Replace with 6", 3,500 PSI reinforced concrete.	SY	71	\$ <u>107.⁰⁰</u>	\$ <u>7597.⁰⁰</u>
A2.2	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 12" RCP including disposal offsite as indicated on plans and according to specifications, complete in place.	LF	36	\$ <u>90.⁰⁰</u>	\$ <u>3240.⁰⁰</u>
A2.3	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 15" RCP including disposal offsite as indicated on plans and according to specifications, complete in place.	LF	18	\$ <u>98.⁰⁰</u>	\$ <u>1764.⁰⁰</u>
SUBTOTAL SECTION J - DEMOLITION AND PAVEMENT REPAIR					\$ <u>12601.⁰⁰</u>
<u>SECTION K - STORM DRAINAGE SYSTEM</u>					
A2.5	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 18" RCP Culvert, ASTM C-76, Class III, All Cuts (Under Driveways), Complete in place as indicated on plans and according to specifications, complete in place.	LF	54	\$ <u>101.⁰⁰</u>	\$ <u>5454.⁰⁰</u>
SUBTOTAL SECTION K - STORM DRAINAGE SYSTEM					\$ <u>5454.⁰⁰</u>
<u>SECTION L - SANITARY SEWER SYSTEM</u>					
A2.6	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 8" Sanitary Sewer Line Crossing Modification at Proposed Junction Box (Conflict Structure), Complete in place as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>3300.⁰⁰</u>	\$ <u>9900.⁰⁰</u>
SUBTOTAL SECTION L - SANITARY SEWER SYSTEM					\$ <u>9900.⁰⁰</u>
<u>SECTION M - MISCELLANEOUS ITEMS</u>					
A2.7	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Ditch Regrading, Complete in place as indicated on plans and according to specifications, complete in place.	LF	1232	\$ <u>12.⁰⁰</u>	\$ <u>14784.⁰⁰</u>
SUBTOTAL SECTION M - MISCELLANEOUS ITEMS					\$ <u>14784.⁰⁰</u>

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WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
ALTERNATE 2 - FANNIN DRIVE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<u>SECTION N - STORMWATER POLLUTION PREVENTION</u>					
A2.8	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for turf establishment by hydromulch seeding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass has been established and all governing agencies have inspected and accepted (in writing).	AC	0.50	\$ <u>4000.⁰⁰</u>	\$ <u>2000.⁰⁰</u>
SUBTOTAL SECTION N - STORMWATER POLLUTION PREVENTION \$					<u>2000.⁰⁰</u>
TOTAL ALTERNATE 2 BID \$					<u>44739.⁰⁰</u>

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WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
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SECTION A - GENERAL

1. Mobilization/Payment/ Performance Bonds

LS 1 \$ 40 000.⁰⁰ \$ 40 000.⁰⁰

SUBTOTAL SECTION A - GENERAL \$ 40 000.⁰⁰

SECTION B - DEMOLITION AND PAVEMENT REPAIR

- | | | | | |
|--|----|-----|----------------------------|--------------------------------|
| 2. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for full depth saw-cut, removal and replacement of existing concrete driveway, curb and gutter including disposal offsite as indicated on plans and according to specifications, complete in place. Replace with 6", 3,500 PSI reinforced concrete pavement. | SY | 315 | \$ <u>35.⁰⁰</u> | \$ <u>11,025.⁰⁰</u> |
| 3. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for full depth saw-cut, removal and replacement of existing asphalt pavement, curb and gutter, including disposal offsite as indicated on plans and according to specifications, complete in place. | SY | 600 | \$ <u>25.⁰⁰</u> | \$ <u>15 000.⁰⁰</u> |
| 4. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 12" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place. | LF | 83 | \$ <u>18.⁰⁰</u> | \$ <u>1494.⁰⁰</u> |
| 5. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 18" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place. | LF | 109 | \$ <u>20.⁰⁰</u> | \$ <u>2180.⁰⁰</u> |
| 6. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 24" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place. | LF | 700 | \$ <u>25.⁰⁰</u> | \$ <u>17 500.⁰⁰</u> |
| 7. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal and disposal offsite of existing 30" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place. | LF | 720 | \$ <u>27.⁰⁰</u> | \$ <u>19 440.⁰⁰</u> |
| 8. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 36" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place. | LF | 155 | \$ <u>29.⁰⁰</u> | \$ <u>44 95.⁰⁰</u> |
| 9. Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 48" RCP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place. | LF | 174 | \$ <u>35.⁰⁰</u> | \$ <u>6 090.⁰⁰</u> |

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
10.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 36" CMP, including backfill and compaction to grades as indicated on plans and according to specifications, complete in place.	LF	420	\$ <u>20.⁰⁰</u>	\$ <u>8400.⁰⁰</u>
11.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing inlets including disposal offsite as indicated on plans and according to specifications, complete in place.	EA	16	\$ <u>400.⁰⁰</u>	\$ <u>6400.⁰⁰</u>
12.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing manholes including disposal offsite as indicated on plans and according to specifications, complete in place.	EA	6	\$ <u>400.⁰⁰</u>	\$ <u>2400.⁰⁰</u>
13.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to construct 6" concrete curb and gutter as indicated on plans and according to specifications, complete in place.	LF	165	\$ <u>28.⁰⁰</u>	\$ <u>4620.⁰⁰</u>
14.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for pavement striping as indicated on plans and according to specifications, complete in place.	LS	1	\$ <u>5000.⁰⁰</u>	\$ <u>5000.⁰⁰</u>

SUBTOTAL SECTION B - DEMOLITION AND PAVEMENT REPAIR \$ 104044.⁰⁰

SECTION C - WATER LINE

15.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 6" Water Line Offset, All Depths including fittings and appurtenances as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>5000.⁰⁰</u>	\$ <u>5000.⁰⁰</u>
16.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to construct 2" Water Line Offset, All Depths including fittings and appurtenances as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>2300.⁰⁰</u>	\$ <u>6900.⁰⁰</u>

SUBTOTAL SECTION C - WATER LINE \$ 11900.⁰⁰

SECTION D - STORM DRAINAGE SYSTEM

17.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 24" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	787	\$ <u>99.⁰⁰</u>	\$ <u>77913.⁰⁰</u>
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BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
18.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 30" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	718	\$ <u>130.⁰⁰</u>	\$ <u>93340.⁰⁰</u>
19.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 36" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	958	\$ <u>188.⁰⁰</u>	\$ <u>180,104.⁰⁰</u>
20.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 42" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	870	\$ <u>245.⁰⁰</u>	\$ <u>213150.⁰⁰</u>
21.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 48" RCP, Storm Sewer, ASTM C-76, Class III, All Cuts as indicated on plans and according to specifications, complete in place.	LF	1973	\$ <u>298.⁰⁰</u>	\$ <u>587,954.⁰⁰</u>
22.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to instal Type "A" Inlet as indicated on plans and according to specifications, complete in place.	EA	6	\$ <u>2700.⁰⁰</u>	\$ <u>16200.⁰⁰</u>
23.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "B-B" Inlet as indicated on plans and according to specifications, complete in place.	EA	16	\$ <u>3600.⁰⁰</u>	\$ <u>57600.⁰⁰</u>
24.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (24"-42"), as indicated on plans and according to specifications, complete in place.	EA	10	\$ <u>2700.⁰⁰</u>	\$ <u>27000.⁰⁰</u>
25.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (24"-42") w/ Inlet "A" Grate Top as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>6000.⁰⁰</u>	\$ <u>18000.⁰⁰</u>
26.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (48"-72") w/ Inlet "A" Grate Top as indicated on plans and according to specifications, complete in place.	EA	2	\$ <u>9900.⁰⁰</u>	\$ <u>19800.⁰⁰</u>
27.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "E" Inlet as indicated on plans and according to specifications, complete in place.	EA	2	\$ <u>4900.⁰⁰</u>	\$ <u>9800.⁰⁰</u>
28.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Type "C" Manhole (48"-72") as indicated on plans and according to specifications, complete in place.	EA	6	\$ <u>6000.⁰⁰</u>	\$ <u>36000.⁰⁰</u>

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
29.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 7' x 4' Junction Box for Sanitary Conflict with Grate Inlet Top as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>8500.⁰⁰</u>	\$ <u>8500.⁰⁰</u>
30.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install Modified Type "E" Inlet on 8' x 5' Junction Box for Sanitary Conflict as indicated on plans and according to specifications, complete in place.	EA	2	\$ <u>9900.⁰⁰</u>	\$ <u>19800.⁰⁰</u>
31.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 6' X 14' Junction Box as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>28600.⁰⁰</u>	\$ <u>28600.⁰⁰</u>
32.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Connection to Existing Manhole as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>4000.⁰⁰</u>	\$ <u>4000.⁰⁰</u>
33.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for OSHA Trench Safety System, All Depths as indicated on plans and according to specifications, complete in place.	LF	5306	\$ <u>1.⁰⁰</u>	\$ <u>5306.⁰⁰</u>

SUBTOTAL SECTION D - STORM DRAINAGE SYSTEM \$ 1,403,067.⁰⁰

SECTION E - SANITARY SEWER SYSTEM

34.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 8" Sanitary Sewer Line Crossing Modification at Proposed Junction Box (Conflict Structure) as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>3000.⁰⁰</u>	\$ <u>9000.⁰⁰</u>
35.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install 10" Sanitary Sewer Line Crossing Modification at Proposed Junction Box (Conflict Structure) as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>3600.⁰⁰</u>	\$ <u>3600.⁰⁰</u>

SUBTOTAL SECTION E - SANITARY SEWER SYSTEM \$ 12,600.⁰⁰

SECTION F - MISCELLANEOUS ITEMS

36.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform Ditch Regrading as indicated on plans and according to specifications, complete in place.	LF	111	\$ <u>6.⁰⁰</u>	\$ <u>666.⁰⁰</u>
37.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform Storm Sewer Clean Up as indicated on plans and according to specifications, complete in place.	LF	690	\$ <u>10.⁰⁰</u>	\$ <u>6900.⁰⁰</u>

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
38.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform cleaning of Storm Sewer Inlets and Manholes, as indicated on plans and according to specifications, complete in place.	EA	12	\$ <u>275.⁰⁰</u>	\$ <u>3300.⁰⁰</u>
39.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to provide Power Pole Temporary Shoring as indicated on plans and according to specifications, complete in place.	EA	1	\$ <u>600.⁰⁰</u>	\$ <u>600.⁰⁰</u>
40.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to perform Power Pole relocation as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>3000.⁰⁰</u>	\$ <u>9000.⁰⁰</u>
41.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Remove and Replace Street Sign as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>550.⁰⁰</u>	\$ <u>1650.⁰⁰</u>
42.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Remove and Replace of Existing Wooden Bollards as indicated on plans and according to specifications, complete in place.	EA	8	\$ <u>450.⁰⁰</u>	\$ <u>3600.⁰⁰</u>
43.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to install and Implement Traffic Control Plan, as indicated on plans and according to specifications, complete in place.	MONTH	8	\$ <u>1200.⁰⁰</u>	\$ <u>9600.⁰⁰</u>

SUBTOTAL SECTION F - MISCELLANEOUS ITEMS \$ 35316.⁰⁰

SECTION G - STORMWATER POLLUTION PREVENTION

44.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for turf establishment by hydromulch seeding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass has been established and all governing agencies have inspected and accepted (in writing).	AC	0.50	\$ <u>4000.⁰⁰</u>	\$ <u>2000.⁰⁰</u>
45.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to supply and install Reinforced Filter Fabric Fence around the construction site (to be installed prior to any construction activity and properly maintained throughout construction) as indicated on plans and according to specifications, complete in place. Includes removal.	LF	50	\$ <u>2.⁰⁰</u>	\$ <u>100.⁰⁰</u>
46.	Provide all supervision, labor, materials, tools, equipment, incidentals and related items to furnish and install storm inlet protection barriers, includes removal, as indicated on plans and according to specifications, complete in place.	EA	28	\$ <u>50.⁰⁰</u>	\$ <u>1400.⁰⁰</u>

SUBTOTAL SECTION G - STORMWATER POLLUTION PREVENTION \$ 3500.⁰⁰

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
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GLO CONTRACT NO. 20-065-105-C287
BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SECTION H - EXTRA ITEMS					
47.	Extra Cement Stabilized Sand, complete in place. (Minimum).	TON	100	\$ 20. ⁰⁰	\$ 2000. ⁰⁰
48.	Extra 24" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
49.	Extra 30" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
50.	Extra 36" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
51.	Extra 42" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
52.	Extra 48" RCP, storm sewer, ASTM C-76, Class III, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
53.	Extra Type "A" inlet, complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
54.	Extra Type "B-B" inlet, complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
55.	Extra Type "C" Manhole (24"-42") complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
56.	Extra Type "C" Manhole (48"-72") complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
57.	Extra Type "E" inlet, complete in place. (Minimum).	EA	5	\$ 1. ⁰⁰	\$ 5. ⁰⁰
58.	Extra 8" sanitary sewer line, complete in place. (Minimum).	LF	50	\$ 1. ⁰⁰	\$ 50. ⁰⁰
59.	Extra 10" sanitary sewer line, complete in place. (Minimum).	LF	50	\$ 1. ⁰⁰	\$ 50. ⁰⁰
60.	Extra cleaning of Storm Sewer Inlets and Manholes, complete in place. (Minimum).	EA	10	\$ 1. ⁰⁰	\$ 10. ⁰⁰
61.	Extra Removal and Replacement of Street Sign, Complete in place. (Minimum).	EA	3	\$ 1. ⁰⁰	\$ 3. ⁰⁰
62.	Extra Ditch Regrading, complete in place. (Minimum).	LF	500	\$ 1. ⁰⁰	\$ 500. ⁰⁰
63.	Extra full depth saw-cut and removal of existing concrete pavement, complete in place. (Minimum).	LF	100	\$ 1. ⁰⁰	\$ 100. ⁰⁰
64.	Extra 6", 3,500 psi Concrete pavement with #3 bars at 18" O/C each way, according to details, complete in place. (Minimum).	SY	50	\$ 1. ⁰⁰	\$ 50. ⁰⁰

SUBTOTAL SECTION H - EXTRA ITEMS \$ 3 288.⁰⁰

TOTAL BASE BID \$ 1,413,715.⁰⁰

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
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CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
ALTERNATE 1 - WATER EASEMENT

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<u>SECTION I - MISCELLANEOUS ITEMS</u>					
A1.1	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Ditch Regrading, Complete in place as indicated on plans and according to specifications, complete in place.	LF	357	\$ <u>12.⁰⁰</u>	\$ <u>4284.⁰⁰</u>
A1.2	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Storm Sewer Clean Up, Complete in place as indicated on plans and according to specifications, complete in place.	LF	1031	\$ <u>20.⁰⁰</u>	\$ <u>20620.⁰⁰</u>
A1.3	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Storm Sewer Inlets and Manholes Clean Up, Complete in place as indicated on plans and according to specifications, complete in place.	EA	11	\$ <u>500.⁰⁰</u>	\$ <u>5500.⁰⁰</u>
SUBTOTAL SECTION I - MISCELLANEOUS ITEMS					\$ <u>30404.⁰⁰</u>
TOTAL ALTERNATE 1 BID					\$ <u>30404.⁰⁰</u>

BID PROPOSAL
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GLO CONTRACT NO. 20-065-105-C287
ALTERNATE 2 - FANNIN DRIVE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
<u>SECTION J - DEMOLITION AND PAVEMENT REPAIR</u>					
A2.1	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for full depth saw-cut and removal and replacement of existing driveway including disposal offsite as indicated on plans and according to specifications, complete in place. Replace with 6", 3,500 PSI reinforced concrete.	SY	71	\$ <u>107.⁰⁰</u>	\$ <u>7597.⁰⁰</u>
A2.2	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 12" RCP including disposal offsite as indicated on plans and according to specifications, complete in place.	LF	36	\$ <u>90.⁰⁰</u>	\$ <u>3240.⁰⁰</u>
A2.3	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for removal of existing 15" RCP including disposal offsite as indicated on plans and according to specifications, complete in place.	LF	18	\$ <u>98.⁰⁰</u>	\$ <u>1764.⁰⁰</u>
SUBTOTAL SECTION J - DEMOLITION AND PAVEMENT REPAIR					\$ <u>12601.⁰⁰</u>
<u>SECTION K - STORM DRAINAGE SYSTEM</u>					
A2.5	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 18" RCP Culvert, ASTM C-76, Class III, All Cuts (Under Driveways), Complete in place as indicated on plans and according to specifications, complete in place.	LF	54	\$ <u>101.⁰⁰</u>	\$ <u>5454.⁰⁰</u>
SUBTOTAL SECTION K - STORM DRAINAGE SYSTEM					\$ <u>5454.⁰⁰</u>
<u>SECTION L - SANITARY SEWER SYSTEM</u>					
A2.6	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for 8" Sanitary Sewer Line Crossing Modification at Proposed Junction Box (Conflict Structure), Complete in place as indicated on plans and according to specifications, complete in place.	EA	3	\$ <u>3300.⁰⁰</u>	\$ <u>9900.⁰⁰</u>
SUBTOTAL SECTION L - SANITARY SEWER SYSTEM					\$ <u>9900.⁰⁰</u>
<u>SECTION M - MISCELLANEOUS ITEMS</u>					
A2.7	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for Ditch Regrading, Complete in place as indicated on plans and according to specifications, complete in place.	LF	1232	\$ <u>12.⁰⁰</u>	\$ <u>14784.⁰⁰</u>
SUBTOTAL SECTION M - MISCELLANEOUS ITEMS					\$ <u>14784.⁰⁰</u>

BID PROPOSAL
WESTLAWN AND HIGHLAND SUBDIVISION DRAINAGE IMPROVEMENTS
LA MARQUE, TEXAS
ADICO PROJECT NO. 19100-12
CDBG-DR HURRICANE HARVEY
GLO CONTRACT NO. 20-065-105-C287
ALTERNATE 2 - FANNIN DRIVE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
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SECTION N - STORMWATER POLLUTION PREVENTION

A2.8	Provide all supervision, labor, materials, tools, equipment, incidentals and related items for turf establishment by hydromulch seeding. Includes watering, fertilizing, mowing and maintenance, until a full stand of grass has been established and all governing agencies have inspected and accepted (in writing).	AC	0.50	\$ <u>4000.⁰⁰</u>	\$ <u>2000.⁰⁰</u>
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SUBTOTAL SECTION N - STORMWATER POLLUTION PREVENTION \$ 2000.⁰⁰

TOTAL ALTERNATE 2 BID \$ 44,739.⁰⁰



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we AR Turnkee Construction Co., Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, Tx 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of La Marque as obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid (5% GAB) by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for West Lawn And highland Subdivision Drainage Project

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 13 day of March, 2023.

AR Turnkee Construction Co., Inc.
(Principal)

BY: [Signature]

TITLE: President

SureTec Insurance Company

BY: [Signature]

Megan Liescheski, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Justin McQuain, Brian P. Herrera, Megan Liescheski, Jacob Strader

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

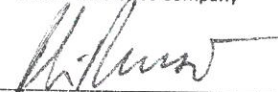
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

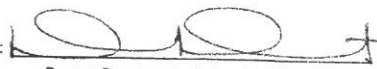
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 25th day of January, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

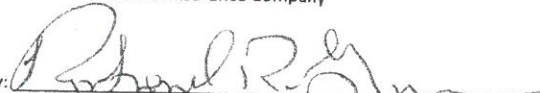
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 13 day of March, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
--

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

Approved by OMB

4040-0013

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

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 For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:	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: <u></u> Print Name: <u>Adam Turner</u> Title: <u>President</u> Telephone No.: <u>713 469 5952</u> Date: <u>3/13/23</u>
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 3/13/23

Bidder (Legal Name of Firm): AR Turnkey Construction

Date Organized: JUNE 2009

Address : PO Box 925985
: HOUSTON TX 77292

Date Incorporated: JUNE 2009

Federal ID Number: 27-0542162

Number of Years in contracting business under present name 13 years

List all other names under which your business has operated in the last 10 years:

N/A

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>see attached</u>		

Type of work performed by your company: Utility Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

28 -

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
See attached		

Major equipment available for this contract: See attached

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: See attached Contact Name: _____
City & State: _____ Zip: _____ Phone Number: _____
Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 13 day of March, 2023.

Adam Turner
Signature

Adam Turner, President
Printed Name and Title

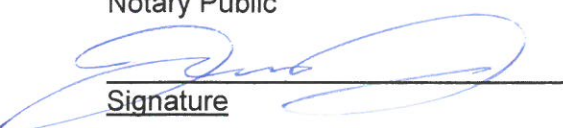
AK Turner Construction
Company Name

Notary Statement:

Adam Turner, being duly sworn, says that he/she is the
Position/Title President of AK Turner (Firm Name), and hereby
swears that the answers to the foregoing questions and all statements therein contained are true and
correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any
information requested City/County of Harris in verification of the recitals comprising
this Statement of Bidder's Qualifications.

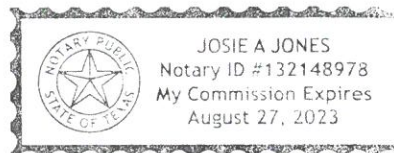
Subscribed and sworn before me this 13 day of March, 20 23

Notary Public


Signature

Josie Jones
Printed Name

My Commission Expires: August 27 2023



The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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.

N/A

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.

N/A

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

[Signature]

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, Adam Turner, President (Principal's Name) of Ap Turnkey Construction (Company Name), (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.

(For up-to-date listing, please go to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>)

Adam Turner, President
Printed Name and Title

[Signature]
Signature

3/13/23
Date

USE OF RECOVERED MATERIAL

Please check one:

Recovered materials are included in this bid:

Materials included _____

Recovered materials are not reasonably available in a reasonable period of time.

Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.

Recovered materials are only available at an unreasonable price.

[Signature]
Printed Name and Title

Adam Turner
Signature

3/13/23
Date

Noncollusion Affidavit of Prime Bidder

State of Texas)

County of Harris)

Adam Turner, being first duly sworn, deposes and says that:

(1) He/She is President of AK Turner Construction, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

President

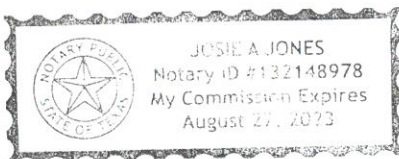
Title

Subscribed and sworn to me this 12 day of March.

By: _____

Notary Public

My commission expires August 27 2013



Contractor Certifications

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
Ak Turnkey Construction Company Inc. PO Box 925985 Houston TX 77292	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☒ Yes ☐ No	
The undersigned hereby certifies that: ☒ The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000). ☒ The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☒ No	
Adam Turner, President	
NAME AND TITLE OF SIGNER (Please type)	
	
SIGNATURE	DATE
	3/13/23

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

(name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of La Marque.

- A. To ascertain from the City/County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.



Signature

Adam Turner

Printed Name

President

Title

3/13/23

Date



Texas General Land Office

Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS Seeking Section 3 Preference in Contracting and Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:

Contract Number:

Date:

CONTRACTOR INFORMATION

Name of Business

Address of Business

Type of Business: ☐ Corporation

☐ Partnership

☐ Non-Profit

☐ Sole Proprietorship

☐ Joint Venture

☐ Consortium

Attach the following documentation as evidence of Section 3 eligible status:

(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease

☐ Copy of evidence of participation in a public assistance program

☐ Copy of receipt of public assistance

☐ Other evidence

For business entity as applicable:

☐ Copy of Articles of Incorporation

☐ Assumed Business Name Certificate

☐ List of owners/stockholders and % ownership of each appointed officers

☐ Organization chart with names and titles and brief function statement

☐ Certificate of Good Standing

☐ Partnership Agreement

☐ Corporation Annual Report

☐ Latest Board minutes

☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees

☐ PHA/IHA Residential lease less than 3 years from day of employment

☐ List of employees claiming Section 3 status

☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement

☐ List of owned equipment

☐ List of all contracts for the past two years

☐ Statement of ability to comply with public policy

Authorized Name and Signature

Date

(Corporate Seal)

Attested By:

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, AK Turner, 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.

AK Turner
Signature of Contractor's Authorized Official

Adam Turner, President
Printed Name and Title of Contractor's Authorized Official

3/13/23
Date

MEMORANDIUM

Date: April 26, 2023
To: Cesar Garcia, City Manager
From: Dinh V. Ho, P.E.
RE: City of La Marque Council Meeting - May 2023 Engineer's Report
cc: Rick Sailler, Kathleen VanStavern

The following is a status report of various engineering items:

1. Grant Project Updates:
 - CDBG Hurricane Harvey Grant - Westlawn and Highland Drainage Improvements (\$1,447,527)
 - i. We received bids for this project, but it was over budget. GLO currently reviewing the bids.
 - GLO MIT 2015 - Flood Grant: Sanitary MH and Sewer Line Rehabilitation: (\$7,793,145)
 - i. We received bids for this project, but it was over budget. We will be restructuring the bid package to allow for more alternates. Expected to rebid in June.
 - GLO Hurricane Harvey - WWTP and Lift Stations (\$49 mil)
 - i. Design is near 80% complete.
 - ii. Environmental is ongoing.
 - iii. Phase One Scheduled to Bid 3rd Quarter 2023
 - Mahan Boat Ramp
 - i. Design complete.
 - ii. Awaiting final approval from TPWD Environmental
2. Galveston County Road Bond Project: (\$3,064,910)
 - Project is 98% complete. Awaiting final walkthrough next week.
3. Construction Projects
 - Gulf Greyhound Elevated Storage Tank (\$612,000)
 - i. Contractor currently 90% complete. Awaiting final walkthrough this week.
4. Project Currently in Design
 - FM 1765 Waterline - Phase One expected to start construction in May. Phase Two currently under design.
 - Main Street Waterline (60% complete) - Expected to bid in June and start construction in August.
 - FM 1764 Water Plant Electrical Upgrades - Ongoing
5. Preliminary Engineering
 - Water & Sewer
 - i. Water Wells Evaluations (TBD)
 - ii. Neuman/Williams SSE evaluation - Under repair

- Stormwater
 - i. Service Center Flooding Evaluation
 - Road and Bridge
 - i. Lake Road Reconstruction Project (TBD)
 - ii. Pavement Condition Analysis
 - iii. Westwood Pavement Repairs
6. Grants Applications
- TA Call for Projects 2021:
 - i. Main Street Sidewalk Project - From Hwy 3 to IH-45
 - ii. TxDOT is currently is in design for this project. Currently at 90% design.
 - TA Call for Projects: 2023
 - i. FINAL Application Due: June 1st 2023
 - ii. Project 1: Hwy 3 - From FM 1765 to FM 519
 - iii. Project 2: Bayou Road - From FM 1765 to FM 519
 - iv. Project 3: Delany Road - From FM 1765 to IH 45

LA MARQUE

EST 1953

OFFICE OF THE CITY CLERK

MEMORANDUM

Date: May 4, 2023

TO: Mayor, Council, and City Manager

FROM: Kierra K. Nance, City Clerk

SUBJECT: Agendas

It has come to my attention that concerns regarding the process and practice of scheduling and posting agendas have been raised. I want to bring clarity to the process and what modifications have been made as we move forward.

Prior to my appointment, the previous City Clerk and I had discussed making modifications to the agenda process. As we all know, much change has happened since then by way of our technology integrations, staffing, and leadership. City Manager Garcia was very supportive of us updating the process for agendas and other areas in the office. The previous process for boards and commissions merely consisted of the staff liaison drafting the agenda and submitting it before the mandatory 72-hour posting window, the agenda being initially reviewed by the Deputy City Clerk, a final review by the City Clerk, and posting. Which, in and of itself, is a simple enough process. However, since that time, we have now transitioned nearly all boards and commissions to new staff liaisons, seen unprecedented workload expansion in the department, and, due to budget constraints, no longer have a Deputy City Clerk to assist. With that, errors have been made.

To reduce the margin for error, on March 6, 2023, all staff liaisons received a new process for agenda submission and posting. Each liaison was issued a new agenda template modeled after the City Council agenda to ensure uniformity across all meetings, a new submission deadline (all agendas are due no later than noon on the Wednesday of the week prior to the meeting), a designated submission location, and master calendar for the scheduled uses of the Council



Chambers (the allocated space for most of the meetings). Also included in the new process are turnaround times for the City Clerk to respond with confirmations and a process for what to do if those confirmations are not received, including contacting the City Manager and Executive Assistant to the City Manager if the required confirmations are not received by the end of the next business day after the submission deadline.

While we believed that this process would prevent any further disruptions for our boards and commissions, ultimately, and unfortunately, that was not true. So, to further emphasize the point, we have added an additional layer of security around this process. The staff liaisons now have access to the physical posting sight through a key check process at City Hall. This process is coordinated through the City Receptionist. It can also be accessed by multiple staff members in the building if the City Clerk or City Receptionist is out of the office. Also, certain staff liaisons and the Executive Assistant to the City Manager now have access to the current agenda posting software so that digital postings can be secured if the City Clerk or System Administrator is unavailable.

While this newest layer of security should be sufficient, it should also be noted that the City Clerk, with the assistance of the System Administrator, has, for some time, been working in concert with our website provider to create a new agenda experience. While the initial launch date was slated for early Fall 2023, at the request of the City Manager, we are working tirelessly to release the new system early this summer. The new process will allow for a better user experience for staff, officials, and the public. This project is something that we are very proud of and cannot wait until its official release.

Respectfully Submitted,

A handwritten signature in black ink, reading "Kierra K. Nance". The signature is fluid and cursive, with the first name "Kierra" being more prominent and the last name "Nance" following in a similar style.

Kierra K. Nance, TRMC
City Clerk



Office of the City Manager

COUNCIL MEMORANDUM

Agenda #:

To: City Council **Date:** May 8, 2023

From: City Manager, City Manager

Re: Board of Adjustments Meeting

The Board of Adjustments meeting scheduled for May 2, 2023, was canceled due to issues with posting. On May 2, 2023, at approximately 5:15 p.m. Mr. Garcia met with Development Services personnel and the City Clerk to discuss a solution to this reoccurring problem for the future. Moving forward, the solution we all agreed on should eliminate this issue occurring again. The Board of Adjustments meeting has been rescheduled for May 22, 2023. Below is the information for this meeting to take place.

MAY 22, 2023 MEETING:

- May 2, 2023: Contacted all Board members for confirmation of availability for May 22, 2023.
- May 2, 2023: Calendar invite sent to all board members, City Clerk, City Manager, & Developer.
- May 2, 2023: Agenda, property owner's letters, news ad notice created.
- May 2, 2023: Notice sent to newspaper for posting in legal ads.
- May 3, 2023: Confirmation received from Galv. Daily News that ad will be posted on May 4th.
- May 3, 2023: Certified letters sent to all property owners.
- May 4, 2023: Agenda posted on City website.
- May 5, 2023: Agenda placed in the posting cabinet outside the City Council Chambers

As of this date no certified letters returned showing delivered, and 3 commissioners and the developer have responded to the calendar invite for the May 22, 2023, meeting confirming their attendance. We aim to follow all legal and city ordinance requirements with every board/commission we are responsible for. The new process gives all needed parties the authorization, access, and responsibility for posting all meetings with sufficient back-up support to reduce **ANY** posting issues moving forward.

END OF MEMORANDUM





Office of the City Manager

COUNCIL MEMORANDUM

Agenda #:

To: City Commission
From: City Manager, City Manager
Re: Vision 2050 – Launch Update

Date: May 8, 2023

The City of La Marque and its leaders are accepting the challenge to prepare a Vision 2050 Strategic Plan to guide the next phase of progress of the city. To kick-off this challenge, we have been searching for guidance from previous vendors who have participated in a similar process with La Marque as well as the enclosed ICMA referenced report titled "Strategic Planning in Small Communities – A Manager's Manual". The most critical part of this project will entail whether we begin this project in house or consider a proven contractor to provide services or. Another option could include a hybrid of both of these options. In the meantime, to begin the discussion, we have asked all Department Heads to begin their internal discussions of where they see their individual departments heading both here in La Marque and in comparison/unison with their national counterparts in search of future trends and best practices to prepare for the next few decades of progress and change we will all inevitably see. Enclosed you will also find drafts of departmental plans whom have started the process for their areas. Other possible preliminary advances submitted by the team include the following in no particular order:

- No desk phones by 2024
- Livestreaming of Highland Bayou Park by 2024
- All staff to have emails and access by 2024
- Introduction of AI into our work processes by 2024
- Establish and regularly promote Citizens Academy by 2024
- Fully implemented GIS System by 2025
- New Finance Software & Centralized Cashiering implemented and in full use by 2025
- Fiber in all city buildings by 2025
- Consolidated printing by 2025
- Digitization of all city documents by 2026
- Paperless City by 2027
- Complete LED Street Light Conversion by 2027
- Centralized purchasing by 2027
- Established Recreational Programming & Activities by 2027
- City & Small Business Partnerships by 2028





Office of the City Manager

- Cashless City by 2029
- Expanded Fiber abilities city wide by 2030
- Wi-Fi at Parks by 2030
- All city facilities will have solar energy as an alternative form of electricity by 2030.
- Consolidated site for all city departments to operate by 2030.
- More public transportation access in the community by 2030
- Use robots to clean city facilities and mow city properties by 2033
- Electric City Fleet for non-public safety or heavy use equipment by 2033
- EV charging stations at all public areas including parks by 2035
- Fully walkable/bikeable city by 2035
- Completion of Parks Master Plan Development by 2040

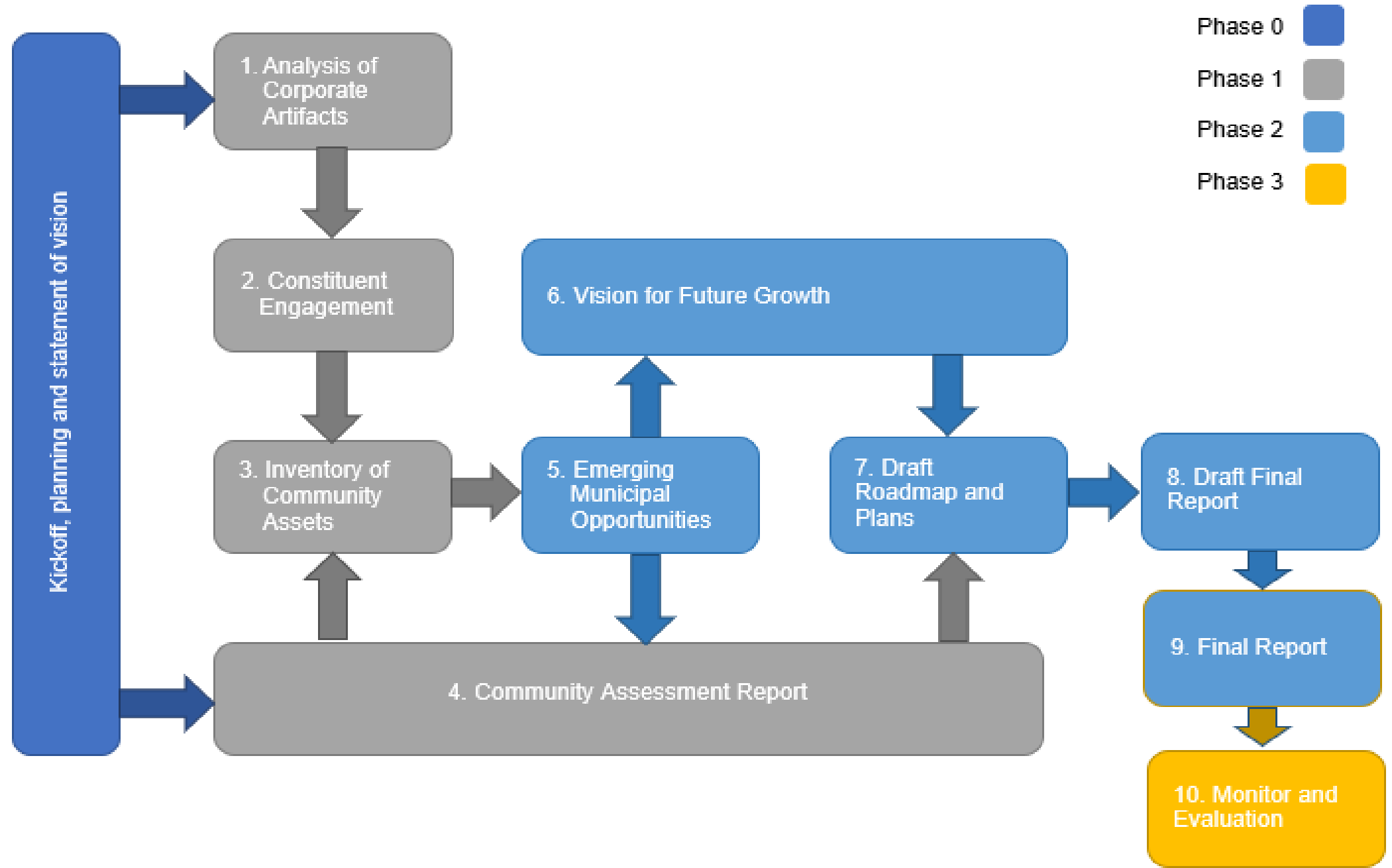
This is a preliminary list from the staff composed from internal discussions to begin the dialogue. One thing that is certain is that technology will play a large role in the advances in the next wave of progress of a city. In coming weeks, we will have scheduled meetings with contractors about feasibility of such a report. As we know Technology, Infrastructure, Conservation, and Economic Development will guide us to the future of the city mirroring what is happen nationally, but we cannot leave behind our core of Public Safety, accountability and increased efficiencies as the first steps we need to take to get there.

Next steps include presenting our direction to our Economic Development Corporation at their next meeting to be held on Tuesday, May 16th and to formally request their assistance in fiscal and contributory support of this plan as they plan a vital role in the future of the city. We intend to report back in next month with next suggested steps necessary to move this project forward.

END OF MEMORANDUM



Strategy & Roadmap Development Process





STRATEGIC PLANNING IN SMALL COMMUNITIES A MANAGER'S MANUAL

September 2022

STEPHANIE DEAN DAVIS, Ph.D.

ABOUT THE AUTHOR



STEPHANIE DEAN DAVIS, PH.D., is a collegiate assistant professor and the program director for the Graduate Certificate in Local Government Management at Virginia Tech in Blacksburg, Virginia.

Prior to her position with Virginia Tech, Davis served in local government for 20 years as a budget and management analyst; finance, human resources, and information technology director; and as vice president/consultant for a national consulting firm. Her research interests include public sector budgeting, regional collaboration, and inter-local relations.

Davis holds a Ph.D. in public policy and administration, a master of public administration, and a bachelor of science in economics. She serves on the Commission on Local Government for the state of the Virginia, the GFOA Budgeting for 2020 and Beyond Task Force, and GFOA's Educational Advisory Committee.

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This report was completed as part of ICMA's Local Government Research Fellowship program. ICMA Research Fellows are practitioners and academics that conduct action-oriented research addressing important trends, drivers, and issues facing local governments. Their work advances ICMA's strategic priority to provide thought leadership and resources that support members and other local government stakeholders in creating and sustaining thriving communities throughout the world.

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Foreword

Like everything else in the time of the pandemic, strategic planning has become more difficult. Between the intensely partisan and divisive politics of 2020 and the complete uncertainty of budget numbers, thinking about mission statements or visionary goals seems superfluous to many elected officials and nonsensical to others. Elected officials find themselves inundated at public hearings by residents demanding answers to national COVID policies, when the virus will be stopped, or when they can go back to their regular life. Residents want to debate the merits of critical race theory and how to address an individual's preferred pronouns in school. Meanwhile, making sure basic services or needs are met or that employees have what is needed to do their work becomes secondary to the headline of the day or the budget crisis du jour.

Who has the time or energy to think about what the community would look like if it were perfect when there is so much energy focused on what is wrong, wrong, wrong in this very moment? Yet, somehow, good government must move past what is wrong and refocus energy on what is right—and what is possible. Our communities are places of unity, cohesion, and pride. In our lifetime, there has never been a harder time to find consensus on a future vision and remain focused on local priorities. Strategic planning, linked to the locality's budget process, allows facts to be known and shared, goals to be established, and priorities to be set. Through this process, small communities can remember what makes them unique, focus their efforts on what unites them, and move toward a better future, and do so in a way that pulls the community closer, rather than drives it apart.

In 2021, in the midst of so much antagonism and angst, ICMA funded this fellowship to help managers remember what they already know—our time and energy, as well as our budgets, should reflect what matters to our

community and what makes the community a better place. Dr. Stephanie Davis, with local government budgeting experience in localities small and large, serving as a professor in the School of Public and International Affairs at Virginia Tech, was the ideal person to bring us all back around to what matters. Strategic planning — that involves the community, incorporates the unique vision and goals of the community, is agreed to by the elected body, and tied firmly to our budgets — will keep residents, staff, and elected representatives focused on the business, as well as the vision, of government and how to make the community a better place. Davis uses data from communities around the country to show the current status of strategic planning in small communities and best practices to refocus the process. She knows of what she speaks. She has facilitated these retreats and held the hands of many managers as they navigate this tumultuous time and sacred duty.

Strategic planning and a better budget process won't solve all your community's problems. But it will help your community remember that while the national debates and discussions over issues of incredible importance matter deeply to us, good governance must go on. Revenues must be predicted, budgets balanced, bills paid, and services rendered. And, if we want to be more than we are already, we must do these things with a future in mind. Otherwise, our community is stagnant. So, in this time of chaos and noise, the way forward is simple and elegant. Processes already exist to assist local governments in refocusing their energies on their mission, vision, and values. This study will help each of us to remember what we know and to find additional tools to do our budgeting and strategic planning better.



Sara McGuffin
Town Manager
Amherst, Virginia

Introduction

“If you don’t know where you are going, you’ll end up someplace else.”

Yogi Berra, former New York Yankees catcher

For many local government managers, the COVID-19 pandemic has shifted the priorities of the local government to mitigation and response to the public health crisis. The ability to set aside time with elected officials, staff, and other key stakeholders to develop a plan for action is severely limited. Quite frankly, strategic planning is just not a priority.

But at some point, strategic planning should be considered a priority. In my experience with small communities in a challenging area of the country, the ability to prioritize resources is essential *because of the lack of resources*. Strategic planning is a necessity to align human and financial resources with the priorities of the community.

A strategic plan is a tool for you, your elected officials, and your residents for the effective and efficient delivery of services in your community. The strategic plan provides you and your elected officials with the answer to the question “Why are we doing this?” The strategic plan is the elected official’s vision for the community and provides the guide for budgeting new resources or reallocating existing ones. Whether created through formal or informal processes, complicated or simple, a strategic plan is unique and tailored to fit your community’s needs.

This report is intended for first-time administrators and/or those working in communities without a strategic plan, specifically for those in small communities with populations 20,000 and below. It provides an overview of the benefits of having a strategic plan from managers who have them, use them, and encourage them. Most importantly, this report provides managers with guidelines on “how to” and items to consider before starting the process. The case studies at the end of the report provide detailed information directly from small community managers on how they built the case for, created, and implemented their own strategic plan.

Report Organization

This report is composed of five sections. **Why Do Strategic Planning** provides an overview of the benefits, including utilizing the plan as an accountability tool, a prioritization tool, and a communication tool. **Strategic Planning in Action** provides the reader with process guidance, examples, and key questions to consider when moving forward with a strategic plan process. **We Have a Strategic Plan, Now What?** details steps of adoption, updates, reporting

on progress, and linking to the budget. **Conducting Performance Management** introduces performance management and how it overlaps with strategic planning. The final section provides five **Case Studies** and an in-depth review of the processes and procedures used by the communities to develop their strategic plan.

Overview of the Research Report and Process

This research report was developed in phases over a period of six months. In July 2021, the academic and professional literature was reviewed. Virtual interviews were conducted with 13 local government officials in Virginia. The purpose of the interviews and the research review was to collect data to inform the development of a survey to be distributed to local governments. The communities who participated in the initial interviews are shown in Table 1 below.

Table 1: Interview Participants

Virginia Local Government	Population	Local Government Official
Pearisburg	2,909	Town Manager
Bedford	6,657	Town Manager
Ashland	7,565	Town Manager
Scottsville	524	Town Manager
Amherst	2,732	Town Manager
Crew	2,465	Town Manager
Bland County	6,270	County Administrator
Alleghany County	15,223	County Administrator
Patrick County	17,608	County Administrator
Norton	3,687	City Manager
Emporia	5,766	City Manager
Falls Church	14,128	Deputy City Manager
Poquoson	12,460	City Manager
Bristol	17,219	City Manager

A strategic planning survey, distributed in August 2021, provided a snapshot of strategic planning initiatives in small communities throughout the United States and is referenced throughout this report. The survey was piloted with International City/County Management Association (ICMA) staff and 14 local government managers in Virginia to review the flow and structure of the survey.¹

The final survey was then distributed in August 2021 by the Virginia Municipal League (VML), Virginia Association of Counties (VACO), Virginia Local Government

Management Association (VLGMA) and ICMA. Data analysis was conducted during the month of September 2021.

The survey was completed by 95 local government officials in 24 states, the District of Columbia, and one international respondent. Tables 2A, 2b, and 2C below detail the types of local government, the population of the representative governments, and the local government official completing the survey.

The respondents included local government managers, assistants or deputy managers, department heads, elected officials, and others, including clerks, interim managers, and retired managers. The respondents represented a balance of city/town and county governments and 70% were from communities with populations less than 10,000.

Local government officials were asked if they had a strategic plan, were in the process of developing one, or had some components of a strategic plan. About half of the officials responding noted they have a strategic plan. A majority of respondents had experience with strategic planning with either some components of a plan or a plan in development. Whether or not they have a complete or partial plan, they were able to offer insights into the advantages and challenges of strategic planning in small local governments.

More information on the strategic planning survey can be found in Appendix A.

Tables 2A, 2B, 2C: Survey Respondent Demographics

Type of Local Government (n=93)	Percentage
City	47%
County	9%
Town	44%

Population Range (n=95)	Percentage
0-5,000	36%
5,001-10,000	34%
10,001-15,000	14%
15,001-20,000	16%

Position Held by Respondent (n=95)	Percentage
County, city, town manager	65%
Assistant or deputy manager	13%
Department head	4%
Elected official	6%
Other (e.g., town clerk, interim appointment, retired manager)	12%

Why Do Strategic Planning?

“The strategic plan helps us decide where our energy and resources go.”

Sara McGuffin, Town Manager, Amherst, Virginia

From the survey, communities with strategic plans identified several benefits to having a strategic plan:

- The strategic plan provides clear guidance on the goals of the governing body to the manager.
- The strategic plan is used as a communication device for staff.
- The strategic plan communicates to employees that what they do is important and has a purpose.
- The strategic plan helps local government managers prioritize the work in the organization and the limited financial resources available during the budget process.
- Local government managers stated the strategic plan has helped the elected officials make decisions on controversial issues.

The benefits of having a strategic plan have been documented in previous reports and articles^{2,3,4,5,6} and are identified in three major categories for the purpose of this research project: as an accountability tool, a prioritization tool, and a communication tool.

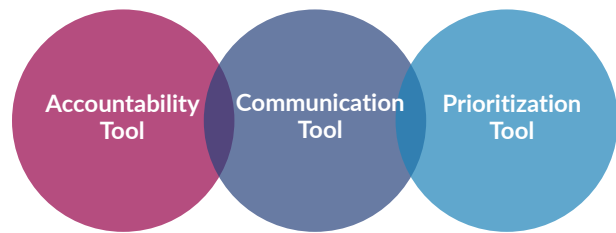
As an Accountability Tool

“We use the strategic plan as an accountability tool in the manager’s and deputy’s annual evaluation.”

Cindy Mester, Assistant City Manager, Falls Church, Virginia

The strategic plan serves as a framework for the local government manager to achieve the goals and priorities of the governing body. From the survey, 91% of local governments who had a strategic plan agree the strategic plan provides clear guidance on the goals of the governing body to the manager. The framework provides the direction, goals, and strategies to accomplish the vision of the elected officials. As such, the strategic plan serves as an accountability tool in several ways. First, local government managers can report progress on goals and strategies in monthly or quarterly reports to the governing body. Reporting progress should be relatively simple, straightforward, and easy to understand. By providing regular updates in the elected officials meeting packets, there are no surprises on progress and elected officials are kept well informed.

Figure 1: Strategic Plan Benefits



Second, elected officials can use the strategic plan as part of their annual evaluation process of the local government manager. Both the manager and the elected officials can discuss the goals achieved or accomplishments over the past year and can discuss improvements, successes, and challenges in the context of the goals and strategies adopted by the governing body.

Finally, providing regular updates in the governing body’s packet also provides updates to the public. Residents can track progress on projects, goals, and strategies on a regular basis. This activity provides a level of transparency as well, giving real-time information on key issues in the community.

As a Prioritization Tool

“If you don’t prioritize, council may prioritize everything and that can’t be done.”

Joshua Farrar, Town Manager, Ashland, Virginia

A key benefit to a strategic plan is the ability to prioritize resources to achieve the goals of the community. Of the respondents to the survey who had a strategic plan, 83% agreed the strategic plan is used as a prioritization tool for the work in the organization, 79% agreed it helped prioritize budget requests, and 85% agreed it helped them prioritize staff and financial resources as the manager. Using a strategic plan as a prioritization tool ensures that the staff, elected officials, and the local government manager are working together on the same goals and works in several ways. First, the local government manager can allocate staff resources to the priorities of the governing body. As vacancies arise, the manager, in consultation with key department heads, can evaluate the position and duties and determine if the position should be reclassified or reallocated to a different department or function to support the goals of the elected officials.

Second, the elected officials can appropriate financial resources through the annual budget process to support

their agreed upon priorities as identified in the strategic plan. Stevenson, Washington, developed a strategic plan to help prioritize and plan for \$16 million in mandated sewer updates that were burdening their already limited budget. The use of the strategic plan in the budget process provides the local government manager with the justification for new positions, new programs, and new initiatives. In addition, as new financial resources are allocated toward the goals defined in the strategic plan, the elected officials can communicate with the community on how their tax dollars are being spent in accordance with the strategic plan.

Finally, the connection to the strategic plan and the financial resource allocation through the budget process also supports transparency in the use of public funds. The staff in the organization understand why dollars are used in certain areas as opposed to others and residents can clearly see how their tax dollars are being used to achieve the overall vision of the community. By utilizing the strategic plan as a “explanatory tool,” we can answer the question, “Why did they do that?”

As a Communication Tool

“For new councilmembers, the strategic plan is really helpful.”

Joshua Farrar, Town Manager, Ashland, Virginia

A strategic plan communicates the vision to both internal and external stakeholders in the community. Of the respondents to the survey who had a strategic plan, 89% agreed the strategic plan is used as a communication device for staff; 79% agreed that the strategic plan is used as a communication device for residents. Falls Church, Virginia, provides an annual report to the community on the progress of achieving the vision called the “Community Report Card.” A strategic plan is used to communicate to residents the vision of the elected officials and what they want to achieve as their representatives. The strategic plan communicates to the local government manager what is important and where to allocate staff and financial resources. Further, the strategic plan communicates to staff why they do what they do and how they support the vision of the governing body. As noted above, a strategic plan is very helpful to new councilmembers as a communication tool of the previous governing body’s vision for the community.

“I have been a city manager in four communities for over 24 years. In every community, a strategic plan was developed

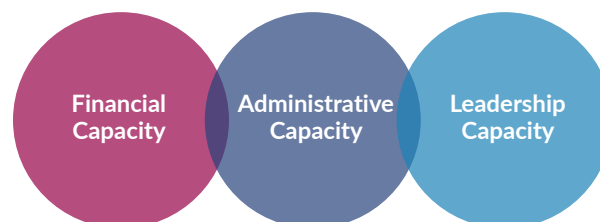
and prioritized. This is my smallest populated community, and the strategic plan still works like it should; providing guidance and focus to local government policies and budget.”

Survey Respondent

Organizational Capacity Challenges in Small Communities

Small communities, defined as cities, counties, and towns with a population of 20,000 or below, face several challenges in the delivery of services in their communities.⁷ In general, they lack organizational capacity for strategic planning initiatives. Organizational capacity is composed of financial capacity, administrative capacity, and leadership capacity.⁸

Figure 2: Organizational Challenges in Small Communities



FINANCIAL CAPACITY

“In a small town, where we live hand to mouth, we can’t help but operate day-to-day. Strategic planning is a luxury we just can’t afford.”

Survey Respondent

Financial capacity refers to the level of financial resources available for local governments to spend on operational and capital needs. With limited financial capacity, local governments prioritize financial resources for mandated and direct services in their communities. For many small communities, the lack of financial capacity for discretionary funding initiatives is a major barrier to strategic planning. When faced with a broken water line or strategic planning services, most small communities understandably will choose to invest in infrastructure and delay the strategic planning process. As shown in Table 3, 64% of local government survey respondents who did not have a strategic plan agreed they do not have the

funding available for a strategic planning process. While the total body of respondents to this series of survey questions is small, results are still included in this section as a complement to interview perspectives.

Table 3: Financial Barriers to Strategic Planning Question

We do not have funding available for a strategic planning process. (n=17)	
Strongly disagree	12%
Somewhat disagree	12%
Neither agree nor disagree	12%
Somewhat agree	29%
Strongly agree	35%

ADMINISTRATIVE CAPACITY

“...lots of things we could do, and we are trying to do...we just don't have the staff time to do everything...”

Survey Respondent

Administrative capacity refers to having the appropriate staff to deliver efficient and effective government services and the capability of those staff in terms of training, skills, and experience. The individual staff member's capacity to take on additional duties, such as support the logistics and planning efforts necessary for a strategic planning initiative, is challenging as they prioritize providing basic services daily.

In small communities, in contrast with large local governments, staff wear “many hats” and are responsible for a wide variety of services and programs. For many small communities, the lack of administrative capacity, in terms of number of staff and capabilities of staff, is a major barrier to strategic planning. Among local governments without a strategic plan shown in Table 4, 44% agreed they do not have the time to do a strategic plan and 42% agreed they do not have the staff expertise to do a strategic plan.

Table 4: Administrative Barriers to Strategic Planning

n=18	We do not have the time to do a strategic plan.	We do not have the staff expertise to do a strategic plan.
Strongly disagree	11%	18%
Somewhat disagree	11%	18%
Neither agree nor disagree	33%	24%
Somewhat agree	33%	18%
Strongly agree	11%	24%

LEADERSHIP CAPACITY

“If they (elected officials) are not ready to put the work in that is needed for strategic planning, it is a waste of time.”

Survey Respondent

Leadership capacity refers to the support of elected officials and local government managers to engage in a particular initiative or activity. Elected officials are the biggest barrier to any new local government initiative and without their support no initiative will be successful. Without elected officials support, there is little chance a new program, initiative or goal can be achieved. Of the respondents who did not have a strategic plan, shown in Table 5, 39% of local governments agreed that elected officials are not interested in developing a strategic plan.

However, an interesting finding from the interviews was that the local government managers who did not have strategic plans believed that their councilmembers or commission members generally agreed on the direction of the local government in terms of policy and budget decisions. Because there is consensus on general issues by the governing body, the local government managers did not believe they needed a strategic plan.

“The current council has a very good rhythm, no major problem, they know what they want.”

Survey Respondent

Local government managers without a strategic plan did say that a plan would be necessary if there was disagreement, or the governing body lacked consensus on issues. For some communities with challenging elected officials and a lack of consensus on the vision of the local government, a strategic plan can help navigate contention and refocus energy on the broad goals of the organization.

Table 5: Leadership Barriers to Strategic Planning

n=18	Elected officials are not interested in developing a strategic plan.	The elected officials cannot agree to do a strategic planning process.
Strongly disagree	17%	28%
Somewhat disagree	11%	11%
Neither agree nor disagree	33%	33%
Somewhat agree	33%	17%
Strongly agree	6%	11%

“Small towns and villages struggle implementing these plans, many times over power struggles that elected officials have, they lose power by committing to a long-term plan...”

Survey Respondent

Strategic Planning in Action

Strategic planning is an active process that engages elected officials and the local government manager and staff to develop a vision for the community.⁹ With over 89,400 general purpose and special purpose governments in the United States, there are 89,400 ways to deliver public services in communities.¹⁰ The findings of the survey and interviews are that each local government conducted a unique strategic planning process.

This section provides a road map for the development of a formal strategic plan for your community. For this report, a formal strategic plan is the document that is developed that details the mission, vision, values, and goals as adopted by the elected officials. Goals are supported by strategies to achieve those goals and serve as operationalized tasks. This model process assumes a fundamental core element of creating a strategic plan that includes a strategic planning committee and a retreat or event where the elements of a plan are developed.

While this report outlines a formal process small communities can follow to create a complete strategic plan, this might not be possible in your community for a variety of reasons. However, there is value in adopting aspects of a full strategic planning process to help steer your community. Some planning is better than none.

Key questions, helpful tips, and examples of strategic planning elements in the field are included throughout the following section, providing strategies to develop the strategic plan and to help everyone, including elected officials, through the process.

Look for these icons throughout the manual:

-  KEY QUESTIONS
-  TIPS
-  EXAMPLES

Initial Steps for Developing the Strategic Plan

DEVELOPING LEADERSHIP SUPPORT

The biggest challenge to strategic planning can be garnering elected official support and buy-in for the process and outcome. The mayor or chair may be key figures in moving the process forward. Have a conversation about some of the challenges your community is facing and how a strategic plan may help to guide resources in the organization to solve some of these key issues.

At this stage, the manager should work with the elected officials to define the purpose of the strategic plan and the audience. Typically, the strategic plan is a document that guides the activities of the organization toward the achievement of a vision for the community. It serves as an internal guide for the manager and staff. It is important for the elected officials to agree on the purpose because this information will inform the other steps in the process. If the terminology of a strategic plan is making your

Figure 3: The Strategic Planning Process



elected officials wary, try giving it a different name or integrating the components into existing structures like the annual budget. As one survey respondent shared, their “board is wary of a single strategic plan, but have essentially participated in developing a group of plans that together provide a strategic vision.”

TIPS

Elected officials can be resistant to developing a strategic plan for a variety of reasons, such as a fear of losing control or a lack of understanding the purpose. At the beginning of the process, take time to outline the benefits of creating a plan with your elected officials, such as:

- Serves as a communication device for elected officials, staff, and the public.
- Helps prioritize organizational work and the limited financial resources available.
- Serves as a decision-making tool for controversial issues.
- Creates clear guidance on the goals of the governing body to the manager and can serve as an accountability tool for their performance.

“We’re fond of saying that we don’t want buy-in, we want ownership. Our elected officials had ownership in the strategic plan because they directed staff to put it together and were involved in the process.”

Dallin Kimble, Administrative Officer, Mariposa County, California

KEY QUESTIONS

Elected Officials’ Support

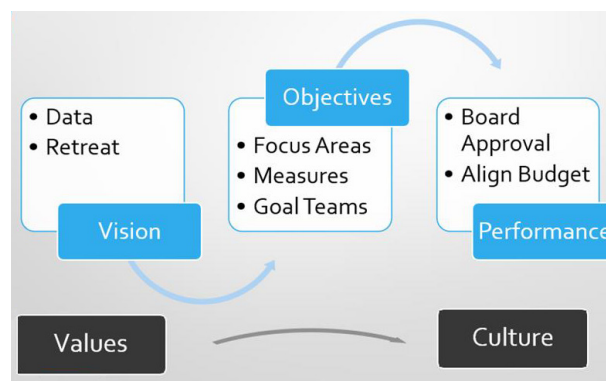
- Is there an advocate on the governing body that can help to garner support for the process?
- Do neighboring communities have a strategic plan?
Is so, share the example.
- Will the strategic plan only be used as an internal document that is developed by the elected officials or as a document that includes resident input to the vision of the community?
- What other existing plans (i.e., budget, comprehensive plan, capital improvement plan) can inform the strategic plan?

ESTABLISHING A STRATEGIC PLANNING COMMITTEE

Once the elected officials have agreed to the idea of developing a strategic plan, a process should be established to guide the activities of the process. Typically, a strategic planning committee will be established for this task. This committee should include the elected officials, the manager, key deputies or assistants, and department heads.¹¹ For small communities, this may be the mayor, town, or city manager and one or two staff members. This committee should begin with a discussion establishing ground rules and defining the roles and responsibilities of the committee.

Figure 4: Mariposa County, California Strategic Planning Process

Source: Mariposa County, 2019



TIPS

Strategic planning processes can be perceived as “top down” and out of touch by staff responsible for implementing the plan. When possible, find ways to include staff from all levels of the organization throughout the process to help develop and check that the plan has meaning and practicality to the daily operations of your local government. This could be accomplished by including front-line staff on the strategic planning committee or by requiring committee members to update and solicit feedback from their staff throughout the planning process.



EXAMPLES

Both Lindenhurst and Mariposa County included staff early in the planning process using focus groups. Lindenhurst began its process with a focus group that included staff and the community that informed their elected body's development of the mission, vision, and values of the community. Mariposa County had staff teams of six-eight members create the goals and strategies of each focus area of their strategic plan



KEY QUESTIONS

Strategic Planning Committee

- Should elected officials be on the planning committee?
- Which staff should be members of the planning committee?
- Who will be the coordinator of the planning committee?
- How frequently will the committee meet?
- Have you clearly defined the roles and responsibilities of the committee? What are the expectations of the committee and what are the deliverables?

DETERMINING THE LEVEL OF COMMUNITY ENGAGEMENT

Determining the elected officials' preferences on community engagement is a key decision for the start of the process.¹² Thinking about community engagement in

the strategic planning process, there are generally four levels: inform, consult, collaborate, and empower.¹³ Local governments often prefer the inform or consult levels of engagement, particularly if this is a new initiative. If the elected officials use the inform method of community engagement, then social media, print materials, fact sheets, and website distribution are key methods to showcase the proposed plan and obtain community input. If the elected officials want to use the consult method of community engagement, then create a community survey and set up town hall meetings and focus groups. For small communities, these activities may be only one or two meetings given the size of the community.

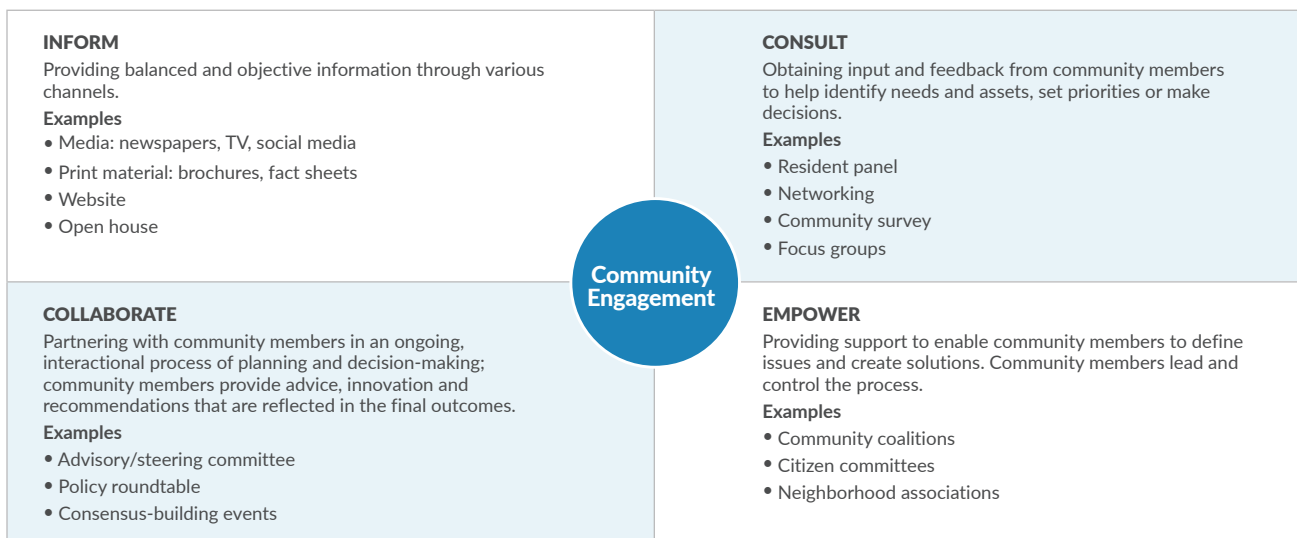


TIPS

The strategic plan is the elected official's vision for the community and the local government organization. Community input, whether formal or informal, provides guidance in the development of the plan, building credibility for residents.¹⁴ Community focus groups can be utilized at different points in the planning process as a way to connect the strategic plan to residents and were common methods of engagement in the case study communities. Whether you use formal or informal engagement, find a clear connection to community input to your strategic plan. At the very least, other initiatives, such as community engagement surveys or comprehensive plans that include an engagement process, can feed into the strategic plan and provide that link.

Figure 5: Levels of Community Engagement

Source: Trent, Sheryl (2021). How to Facilitate Inclusive Community Outreach and Engagement. *Public Management Magazine*.





EXAMPLES

For their initial strategic plan, Stevenson, Washington, leveraged the community input gathered from their comprehensive plan process, but plan to include an improved community engagement process in their next update.

Rolesville, North Carolina, held two facilitated community input sessions at the outset of the planning process to obtain feedback directly from residents and stakeholders in the community about their vision for the future of Rolesville.



KEY QUESTIONS

Level of Community Engagement

- Is the strategic plan seen more as internal guidance, or more of a public document? How should our engagement strategy change?
- Inform: Does the governing body want to develop the strategic plan and then get community input on the plan?
- Consult: Does the governing body want to obtain community perspectives prior to the strategic planning retreat? Where might the public provide the most useful guidance in this process?
- None: Does the governing body feel comfortable moving forward with the process without formal community engagement? If so, what previous processes, if any, are feeding into the strategic plan, and how was the public involved in those processes?

DETERMINING PREFERENCES FOR FACILITATION

A key question for the strategic planning initiative is to determine if an outside facilitator will be engaged in the process. To ease the administrative burden on staff, almost 60% of governments responding to the planning survey used an outside facilitator. Outside facilitation can be expensive, so you will need to develop a request for proposals to obtain service and cost estimates for outside facilitators. You might also consider university and college resources or community members who specialize in group facilitation. Look to resources like your surrounding communities, state associations, or ICMA for sharing information on other community's facilitation experience, including a sample request for proposal.



KEY QUESTIONS

Facilitation

- Should we use a facilitator or in-house staff to facilitate the process? Can we bring in a facilitator at certain points in the process or should they be there from start to finish?
- If we use a facilitator, how much would that cost?
- If we use a facilitator, how will we procure this?
- Are there other communities that have a sample request for proposal as a guide?
- What resources have other local governments used in my region?



TIPS

Choosing to engage a facilitator is one decision, but finding the right facilitator is another. Ideally, you will want someone experienced and familiar with the unique constraints of small communities who can easily build a rapport with your elected officials and key personnel. If you decide to hire a facilitator, engage your strategic planning committee in the process of selecting one and ask potential facilitators these questions:

- What experience do you have working in small communities and within their unique constraints?
- What facilitation style do you utilize? Do you follow academic theory or are you more flexible?
- What kind of questions do you like to ask the group? How do you encourage deep conversation during the planning process?
- How do you move from discussions to action?
- What local governments can we contact for references?

CONSIDERING THE COSTS AND FUNDING AVAILABLE

One challenge for the development of a strategic plan is the cost. The case study communities provided information on the costs of their strategic plan ranging from \$2,000 to \$19,000. This amount does not include staff time or other indirect financial resources utilized for the process.

Many factors can influence the cost of strategic planning, including the level of citizen engagement, use and choice of a facilitator, and the length and location of the process. While there are many ways to structure the process, focusing on intentional community engagement and limiting the time a facilitator is engaged can be key factors in keeping costs low. Finding ways to couple strategic planning with existing processes like the budget may be additional ways to capitalize costs.

? KEY QUESTIONS

Funding the Strategic Plan

- Are you using a facilitator?
- Are you developing a survey for residents?
- Is there a cost for the location/facility for the retreat?
- Do we have funding available for this process? Do we have surplus funds we could use for the process? Do we request additional funding for the process?



EXAMPLES

While a price tag of \$19,000 to create a plan can seem overwhelming, Stevenson made it work with a small investment of \$2,000 by hiring an outside facilitator to run the retreat and using staff to complete other components of the process. Costs listed here include expenses associated with the planning process, such as citizen engagement, facilitation, and retreats.

Table 6: Sample Strategic Planning Budgets

Local Government	Cost	Inclusion
Mariposa County, CA	\$19,000	Consultant facilitator for retreat, community survey
Town of Vinton, VA	\$2,000	Consultant facilitator for retreat
City of Stevenson, WA	\$2,000	Consultant facilitator for retreat
Village of Lindenhurst, IL	\$16,900	University facilitator for retreat and development, community survey, and focus groups
Town of Rolesville, NC	\$16,200	University facilitator for retreat and development, community focus groups

CONDUCTING A STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND CHALLENGES (SWOC) ANALYSIS

Have each elected official individually conduct a SWOC analysis exercise prior to the strategic planning retreat to save time and to ensure complete and thoughtful responses. The purpose of the strengths, weaknesses, opportunities, and challenges analysis is to assess the internal and external factors that impact the local government's ability to achieve the elected officials' vision. Elected officials can brainstorm in a word document or on paper, but the purpose is to gather their perspectives on the challenges and opportunities that are facing the local government, both internally and externally. This analysis will be used as a baseline and guide the development of the strategic plan. You will need to ensure enough time to gather the SWOC analysis data and compile the information prior to the strategic planning retreat.

? KEY QUESTIONS

SWOC Analysis

- Have you developed a template for the SWOC analysis?
- How will you compile the information from all the elected officials?
- Have you allowed for sufficient time for this to be completed and shared prior to the strategic planning retreat?



TIPS

While it may seem daunting to invite input on negative topics, it is critical to clearly define problems facing your community that need to be addressed to achieve your vision. Local governments face complex, multifaceted issues and the SWOC analysis is your opportunity to dissect and clarify these problems. Once a problem is defined, causes and their prospective solutions help create your goals and strategies.



EXAMPLES

The Government Financial Officer Association (GFOA) and ICMA's "Defining the Problem" offers an additional resource to help further define problems more clearly that include six design principals: reject zero-sum thinking, provide procedural justice, create psychological safety, recognize and mitigate cognitive biases, go beyond positions, and understand interests and introduce constraints.

Table 7 shows a simple SWOC analysis framework that has been used in small communities and can be used as is or tailored to your community as needed.

Table 7: SWOC Analysis Framework

Strengths	Weaknesses
What are our major internal or present strengths?	What are our major internal or present weaknesses?
Opportunities	Challenges
What major external or future opportunities do we have?	What major external or future challenges do we face?

PLANNING FOR THE LOGISTICS

Once the committee has been formed and questions related to cost/budget, level of community engagement, and outside facilitator or in-house staff have been determined, the next step is to schedule a strategic planning retreat. There are nuances to discuss with your planning committee on where to hold the retreat.

Table 8: Strategic Plan Components

Strategic Plan Component	Answer the Question	Description
Mission	What do we do today?	The mission states what the local government does now; it communicates to residents, businesses, nonprofits, and other key interest groups what you do on a day-to-day basis.
Vision	What do we want our community to look like in 10-15 years?	The vision states what you want your community to look like in 10-15 years; it communicates to the external environment what you want to achieve and how the governing body sees itself in the future.
Values	What values are important to the governing body when we make a decision?	The values (typically four-five values) communicate guiding principles that the governing body uses to make decisions for the community (ethics, efficiency, equity, etc.).
Goals	What are the goals to make progress toward our vision?	The goals are broad statements or affirmations the governing body agrees on to achieve the vision of the community.
Strategies	What do we need to do now to achieve those goals?	Strategies are action items that establish how you will achieve those goals in the next one-two years.

Generally, the event should be held in a site outside your normal setting to help focus the group on the task at hand. This can be another facility you own or an off-site space, depending on what the budget allows.

If your local government has chosen to use the consult method of community engagement, this is the time to send surveys and hold town halls or focus groups to gather community input. You will need to ensure enough time to gather community input and compile that information prior to the strategic planning retreat.



EXAMPLES

Vinton, Virginia, kept costs low by hosting the retreat in a facility they owned, providing their own supplies like snacks and writing material, hiring a facilitator from a local nonprofit, and limiting on-site time to half a day by emphasizing preliminary work.



KEY QUESTIONS

Planning for the Logistics

- Where will the retreat be held? At an on-site or off-site location?
- What are your open meeting requirements for publicizing and accessibility? Have you reviewed and summarized community engagement data and SWOC analysis if applicable?
- What advance arrangements need to be made for supplies, refreshments, A/V equipment, etc.?

STRUCTURING THE RETREAT

The purpose of the retreat is to develop the strategic plan and the deliverable at the end of the meeting should be a draft that includes a mission, vision, values statement or values, goals, and strategies to achieve the goals. The retreat should include an agenda with time allocations for the individual components of the strategic plan. Appropriate materials such as flip charts, markers, post-it notes, pens, etc., should be provided at the meeting.



TIPS

Don't forget to plan for documenting the discussion, and don't put this burden on those expected to actively contribute to it. Whether the strategic planning retreat is a few hours one afternoon or spans across multiple days, it will be a dense conversation with rich information to pull from. It is important to establish how the meeting will be captured and who is responsible. Outline a record keeping plan with staff or your hired facilitator in advance and clarify deliverables expected following the meeting.



KEY QUESTIONS

Structuring the Retreat

- Have you or the facilitator developed ground rules on the engagement among the elected officials during the retreat (all ideas are judgment free, respect for diverse opinions, etc.)?
- Have you or the facilitator developed an agenda with key components identified?
- Have you or the facilitator planned for time allocated to each component?
- Who will take notes and compile the information during the retreat?
- Who will be responsible for compilation of the strategic plan after the retreat?
- What is the timeline for a draft plan to be developed?

Developing the Strategic Plan

DEVELOPING THE MISSION

The mission statement is typically defined as the reason the local government exists. The mission statement communicates the purpose of the local government to residents, staff, and other key stakeholders. The mission statement clearly states what your local government does, why you provide those services, and for whom. When you draft the mission statement, consider if it answers the questions: “Who are we? What do we do? For whom we do it? Why is it important?” The mission statement should be easily understandable, clear, and concise and does not need to be updated regularly.

KEY QUESTIONS Mission Statement

- What do you do?
- Why do you do it?
- Who do you serve?
- Why is it important?
- Is it clear, concise, and understandable?

Examples of Mission Statements

Village of Lindenhurst, Illinois

The Village of Lindenhurst, in partnership with our community, continuously strives to provide a safe, healthy, and vibrant environment through quality customer service, public safety, progressive leadership, and financial responsibility.

Town of Vinton, Virginia

The Town of Vinton provides valuable services to residents, visitors, and businesses through transparent, efficient, and responsible governance while protecting its unique character and values.

Mariposa County, California

We improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.

Town of Crewe, Virginia

To provide quality services to residents, businesses, and visitors in an efficient, effective, and equitable manner.

Town of Woodstock, Virginia

To encourage and facilitate economic growth, to provide a safe environment for a diverse community, and to provide high quality and efficient services to the public,

while emphasizing the Town's unique character, planning for the future, and leading by example through the implementation of best practices.

DEVELOPING THE VISION

The vision statement reflects the governing body's view of the ideal community in 10-15 years. This statement communicates the governing body's picture of success and serves as the “goal post” to be achieved. The vision statement should answer the question, “Where do you want to be in 15 years?” It should provide a clear picture of the organization's future and does not need to be updated every year.¹⁵

KEY QUESTIONS Vision

- Is it inspiring for the residents and staff?
- Is it believable?
- Does it answer the question: Where do we want to be in 15 years?
- Is it clear, concise, and understandable?

Examples of Vision Statements

City of Williamsburg, Virginia

One Williamsburg that is courageously leading, innovating a modern city, prioritizing safety and wellness, engaging our partners while connecting the world.

Village of Lindenhurst, Illinois

The Village of Lindenhurst endeavors to be the friendliest and most appealing community in Lake County, Illinois; enriched by small-town values and traditions, fostering an atmosphere where residents and businesses can thrive.

City of York, South Carolina

York is an historic city with charming neighborhoods, caring residents, abundant opportunities, and an innovative and inclusive economy.

Town of Rolesville, North Carolina

Genuine community thrives in Rolesville as we seek to build a place that is focused on walkability, with connections to parks, greenways, and gathering spaces.

ESTABLISHING VALUES

The adoption of core values as a part of the strategic plan reflects the foundations underpinning policy decisions and actions taken by the governing body. The values (or values statement) are a tool to build organizational culture and should communicate to the public what is

important to the elected officials when they are making decisions. The values or values statement express the behavioral expectations in the day-to-day operations of the local government, whereas the mission and vision communicate the aspirations of the local government.

? KEY QUESTIONS

Values/Values Statement

- What do the values say about what is important to the governing body?
- What do the values say about what is important to your community?
- Are the values reflected in decision making?

Examples of Values

Town of Ashland, Virginia

Sustainability, Community, Integrity, Equity, and Excellence

Mariposa County, California

Collaboration, Integrity, Sustainability, Transparency, Excellence

Town of Rolesville, North Carolina

Inclusive, Collaborative, Ethical, Transparent, Excellent

DEVELOPING GOALS

Goals are developed and adopted by the governing body and communicate broad initiatives or activities. Goals should be a two-four-year view of priorities that the local government establishes to achieve the vision of the community.

💡 TIPS

There is a tendency to become overly prescriptive when creating goals. As goals look two-four years in the future, there should be room for flexibility to accommodate for changing circumstances.¹⁶ Additionally, goals that are too specific may be rooted in current governmental practices, rather than encouraging innovation and creativity. Focus on creating three-five goals that describe guardrails rather than specific actions.

? KEY QUESTIONS

Goals

- Do the goals support the mission and vision?
- Are the goals realistic?
- Are they easy to read and understand?
- Are they measurable?

Figure 6: Town of Rolesville, North Carolina's Goals or Key Focus Areas

Source: Town of Rolesville, 2020



“We’ve debated back and forth between a thorough plan with estimated budgets, specific performance targets and timelines, and a simpler conceptual plan. For our first time, we opted for simple and now think we should make it even more simple. One page would be ideal to make it a frequent reference that is easy to remember and use.”

Dallin Kimble, Administrative Officer, Mariposa County, California

Examples of Goals

Town of South Boston, Virginia

- Reinvent Riverdale as a gateway park.
- Remove and redevelop blighted and derelict buildings.
- Revitalize downtown/redevelop Randolph Hotel.
- Improve Westside/Westend services.
- Create a succession/contingency plan.

Village of Gambier, Ohio

- Support a vibrant mix of institutional and village-serving land uses that respect environmental restraints, promote a high quality of life, and plan for long-term growth.
- Preserve, enhance, and market Gambier’s natural resources, parks, and trails as vital community assets.
- Preserve existing neighborhoods while increasing opportunities for diverse housing options within the village and conservation development on future residential land.
- Promote an identity that encourages collaboration, fosters community spirit, and capitalizes on Gambier’s historic and environmental strengths.
- Strengthen the built environment to safely and efficiently move people, goods, and services within the village and to regional destinations.

City of Emporia, Virginia

- Pursue economic development opportunities through collaboration and partnerships to increase and improve employment for our residents.
- Support a culture of educational achievement and lifelong learning in order to develop and sustain a productive workforce ready for the 21st century employers.

- Develop cultural facilities while supporting our existing recreational providers.
- Vitalize the overall appearance of the city to create an atmosphere that is attractive and appealing to residents, businesses, and visitors.
- Upgrade infrastructure throughout the city.

Town of Vinton, Virginia

- Enhance the town’s infrastructure and livability.
- Maintain an efficient and high-performing government.
- Ensure the town’s continued financial viability by actively pursuing quality economic development.

City of York, South Carolina

- Resilient Infrastructure
- Economic Development
- Dynamic Community
- Efficient and Effective Government

DEVELOPING STRATEGIES

Strategies are the action steps needed to be taken to achieve the broad goals of the community.¹⁷ The strategies describe specific tasks, outputs and/or outcomes, typically within a one-two-year completion period. The number of strategies assigned to each goal will vary and are typically between three and seven.

KEY QUESTIONS

Strategies

- Are the strategies realistic in terms of budget?
- Do the strategies identify a time frame for completion?
- Have key personnel responsible for those strategies been identified?
- Can you, as the manager, report progress to the elected officials?



EXAMPLES

Rolesville, North Carolina, leadership developed specific workplans that could be addressed to achieve goals in a two-year work period. These initiatives are collected into the Staff Progress Report, which is updated three times a year and provided to the governing board in their agenda packet and publicly posted on the town’s website.

Examples of Strategies

City of York, South Carolina

- Review and deploy advanced meter reading technology through city-wide implementation of a wireless meter reading system.
- Provide tools for customers to better understand utility usage.
- Develop programs to assist low-to-moderate income households with utility bills and infrastructure improvements.

Village of Lindenhurst, Illinois

Explore the possibility of implementing a TIF District to help with redeveloping Linden Plaza/Grand Avenue commercial corridor.

Town of Woodstock, Virginia

- Conduct an economic base analysis.
- Support an evaluation by a qualified firm or other professional to identify strategies that will help the town strengthen economic development opportunities.

Town of Vinton, Virginia

- Aggressively pursue economic development opportunities to enhance local retail and dining options.
- Conduct a thorough organizational efficiency review in municipal offices and implement changes based on results.

City of Stevenson, Washington

- The city will continue working toward lifting the commercial sewer connection moratorium, building efficient, sustainable, and affordable wastewater system updates with added BOD capacity by the spring of 2023.
- The city will partner with Skamania County Fire District 2 and the Skamania County Department of Emergency Management to build a new fire hall that meets the needs of the agencies, is affordable to the community, and is a valued asset of Rock Creek Drive.

We Have a Strategic Plan, Now What?

Developing a strategic plan is just the beginning. Finding ways to integrate the plan into daily processes and decision-making is key to making the plan meaningful. Adjustments will need to be made to keep the strategic plan relevant and a “living document.”

Adopting the Strategic Plan

Provide the draft document to the governing body for any corrections, amendments, or changes. Because the strategic plan reflects the vision of the elected officials, they should have an opportunity to comment on the draft report prior to distribution to the public or others.

If your local government is using the inform method of community engagement, once the governing body has completed review and changes have been incorporated, the draft document should be distributed through the local government's website, social media, and print to gather community input on the draft strategic planning document. If your local government is not utilizing community engagement for the process, the document can be approved at the next governing body meeting and posted to the local government's website, social media, and print media for distribution.



EXAMPLES

Once the Town of Rolesville, North Carolina, had adopted their strategic plan, they focused on regular communication to keep the plan alive and relevant. They created 11" x 17" copies of the plan and placed them in front of the elected officials at all board meetings, hung them on staff bulletin boards, and included copies in their new hire onboarding packets. According to Town Administrator Kelly Arnold, “These easy-to-find copies of the plan help ensure it remains accessible to all and relevant to decision-making.”



KEY QUESTIONS

Adopting the Strategic Plan

- Did the governing body adopt the strategic plan through a formal vote?
- Have you placed the adopted strategic plan on your website?
- Are there copies available in the town hall or administration building?
- Have you posted to the local government's social media pages?
- Can you meet with a local newspaper reporter and conduct an interview on the plan?

Figure 7: Village of Lindenhurst, Illinois Online Dashboard

Source: Village of Lindenhurst, 2022

Community Branding & Engagement		
Goal	% Complete	Notes
Enhance communication & engagement between Village & community		60 Instituted Communications Plan; Began using Buffer and other programs to increase visibility
Work to engage stakeholders to create a community brand & defined identity for Village		5 Using focus group information to jump start brand identity
Capital Infrastructure Planning & Improvements		
Goal	% Complete	Notes
Implement a long term Capital Improvement Plan focused on proactive infrastructure repairs & sustainability		15 Capital improvement plan forecasts certain capital expenditures, reviewing Public Works software for better asset management
Explore possibilities & workable approaches to mitigate flooding issues		50 Instituted Culvert Replacement Program
Prioritize current stormwater needs & develop plan to fund and implement stormwater projects		80 Projects prioritized and list is funded partially annually
Business Recruitment & Retention		
Goal	% Complete	Notes
Explore the possibility of implementing a TIF district to help with redeveloping Linden Plaza/ Grand Commercial corridor		100 TIF Adopted 5/9/22
Identify and explore business attraction strategies		50 N/A
Develop and implement a redevelopment plan for Linden Plaza and Grand Avenue commercial corridor		40 May be included in feasibility study
Execute identified business attraction strategies		10 N/A
Responsible Growth & Development		
Goal	% Complete	Notes
Exploring annexing property, especially at Routes 132 & 45 to establish defined boundaries		20 Initial conversations have been conducted
Innovative Planning & Practices		
Goal	% Complete	Notes
Conduct an organizational review and advancement study to evaluate staff roles and responsibilities; identify efficiencies, explore technology upgrades and improvements		15 N/A
Continue to explore and evaluate potential additional revenue sources		20 Enterprise fund fees and charges evaluated

Reporting on Progress

Timelines, staff responsibilities, and budget impacts should be included within the plan or as supplementary resources. This can be used by the local government manager to report progress to the governing body. In addition, local government managers can use this as a discussion tool in the annual evaluation meeting with the elected officials.



TIPS

Sometimes included goals become outdated and are no longer relevant. When reporting on the strategic plan, take time to identify any goals that are no longer serving the mission, vision, or values of the community and exclude them moving forward.



KEY QUESTIONS

Reporting on Progress

- Have your elected officials communicated how they would like progress reported?
- Will you report quarterly, monthly, once a year?
- What format will you use to report progress on the strategic plan?
- Will you use progress updates in your annual evaluation process?
- How will residents know about progress on goals and strategies in the community?

Table 9: Town Council Planning Retreat Summary – Saturday, January 12, 2019

Source: Town of Amherst, Virginia

Topic Area	Items to Accomplish by June 30, 2019	Work Plan for July 1, 2019-June 30, 2020	Goals for December 31, 2020	Long-Term Goals
Recodification	Town code recodification completed	Zoning and subdivision ordinance recodification	All code in Municode	
Pay Policies and Practices	Career development policy and COLA + merit (Step) policy implemented	Policies and practices implemented		
Brockman Park	Marketing material updated via Sweet Briar Partnership	Implement new marketing plan		Full capacity at Brockman Park
Town Park	Park available for "initial" public use	Formulate vision of park and implement vision	Create park and trail master plan	Implement park master plan
Town Square	Resurrect the project, work with stakeholders	Work with CVPDC to identify grant funding for the project	Project implementation	Implement town square
Trail	Complete project scope for water and sewer relocation	Relocate water and sewer	Construct the pedestrian/ bike trail to college	Provide recreational opportunities
Downtown	Create a vision for downtown	Identify strategies to implement vision for downtown	Implementation of vision for downtown	Effect downtown revitalization
Utilities		Committee to reconvene and start new negotiations	Implement new arrangements re water service to college	Implement new arrangements re sewer service to college
Police Department Building Renovation	Determine space utilization and develop RFP	Construction project out for bid, complete constructions		
Various	Move to paperless agendas; utilize tablets			Add attractions for young adults, new businesses, and housing options (i.e., for senior residents)
	YMCA: complete market analysis			More downtown events
	Improved capital improvement plan (CIP)			



EXAMPLES

Table 9 is an example of a small community's strategic plan with timelines. The manager uses this document to report to the town council monthly and uses this document during their annual evaluation. This is a simple spreadsheet that is easy to understand and easy to update.

Linking to the Budget

Once the strategic plan has been adopted, using the document to inform budget decisions is a key implementation tool for the local government. Over 80% of the respondents to the survey stated that the strategic plan is used to prioritize and justify budget requests during the annual budget process. For small communities, it may be a challenge to formally link the budget to the strategic plan but there are simple ways to accomplish this goal.

At the beginning of the budget process, review the strategic plan goals and strategies with the elected officials. Identify and prioritize budget requests and funding needs based on how they align with the goals and strategies in the strategic plan. A simple spreadsheet that lists the funding requests and identifies the corresponding goal is sufficient to communicate this information.¹⁸



KEY QUESTIONS

Linking to the Budget

- Have you identified funding requests and budget priorities prior to the start of the budget process?
- What format will you use to communicate funding allocations that support the goals of the governing body?
- Have you worked with department directors; do they understand how to connect their budget and funding requests to the strategic plan?



EXAMPLES

Rolesville, North Carolina, has been recognized by GFOA for their effort to incorporate their strategic plan into their annual budget conversation. Department heads are required to tie requests for new initiatives to the strategic plan. These linkages are further reinforced within the annual budget document to help communicate to the public how the strategic plan is being accomplished.

Table 10 consolidates the annual budget requests from departments for the town. Three of the five budget request support town goals/topic areas from the example used in the "reporting on progress" section above. Elected officials can quickly see all requests, identify the connections to the strategic plan, and prioritize funding based on the connections to the strategic plan.

Table 10: Town Annual Budget Requests

Source: Town of Amherst, Virginia

Goal	Department	Budget Request	Funding Requested
Town Park	Parks and Recreation	Park and Trail Master Plan Development	\$50,000
Recodification	Administration	Municode Update	\$5,000
Brockman Park	Economic Development	Marketing Material	\$2,500
Utilities	Utilities	Administrative Assistant	\$30,000
Various	Administration	Internship Program	\$3,000

Updating the Strategic Plan

Once the initial plan has been developed, elected officials and managers inquire as to the frequency of updates to the strategic plan. Having a strategy for reviewing and updating your strategic plan is helpful—but this process is dependent on the local government, and as demonstrated in the report, all local governments are unique.

In the survey, local governments reported updating their strategic plans anywhere from annually up to every five years (Q8, Appendix A).



EXAMPLES

Rolesville, North Carolina, operates on a two-year cycle to correspond with local elections. This allows new the new town board to set their own short-term direction as they start their terms. While the mission and vision doesn't need to be updated annually, it may be appropriate to look at these components with a new board. Mariposa County set out hoping to update their plan annually but found in practice their first update happened 2.5 years after the initial adoption. Remaining flexible allowed them to spend limited staff time and resources when it will have the most impact.



TIPS

Avoid having your review process become too routine or just to “check a box.” Strategic plans and their goals should be flexible and shift when appropriate. Try different approaches to reviewing your strategic plan each time you update, focusing on key issues or aspects of the plan that invite conversation and change moving forward.



KEY QUESTIONS

Updating the Strategic Plan

- Has the governing body communicated to you, as the manager, when they want to update the full strategic plan?
- How will the update be similar to and different from the first strategic planning process?
- Do you need to plan for financial resources for the update in the upcoming budget?
- Will you need to hire a facilitator for the next update?
- What is a realistic timeline for you, as the local government manager, given the organizational capacity challenges in your community?

Conducting Performance Management

What is Performance Management?

“Performance management includes identifying, collecting, analyzing, and reporting on indicators that show how well the organization performs, both internally and in the delivery of services to the public, and how that performance compares with its targets or with peer organizations. More importantly, as a management tool, performance data is intended not as an end result, but rather as a means to more informed decision making and a more engaged community”

ICMA, *Getting Started in Performance Management*¹⁹

For small communities with limited financial and administrative capacity, the idea of a formal performance management system is overwhelming. The focus of this report is on developing a strategic plan and utilizing the plan in the budget process to inform decision-making and to support communities. However, performance management is often an important component of strategic planning and connects strongly to the goals and strategies of the strategic plan.^{20,21} As such, this report seeks to provide guidance to small communities on how to implement performance management easily, concisely, and clearly.

First, interviews with the local government managers revealed that performance management does take place in small communities, but it is often on an ad hoc or as needed basis as opposed to a formal, annual process. Managers reported that the task of collecting and analyzing data takes place when an issue arises.

What do small communities need to conduct ad hoc performance management?

Small communities reported in interviews that they recognize performance management in their day-to-day work, and for many local governments performance management means answering questions, such as:

- Are we coming in under budget?
- Did we meet our fund balance target?
- How long did it take to fix the water main break?
- What is our police department's response time?
- How many people are participating in the summer program?

- How many books are being checked out at the library?
- How much is the city paying entry level police officers?

All those questions and ones like them can be a small community's version of performance management. But small communities can start measuring performance by thinking about those questions in different ways, such as:

- What are our general fund budget and tax rates compared with other communities?
- What is our fund balance percentage as compared with other communities?
- How long does it take other communities to fix water main breaks?
- What are the response rates for police in other communities?
- Do other communities have summer programs? What kind? How long?
- What services do other community's libraries provide?
- What are other communities paying entry level police officers?

By thinking about the issue your community is having and changing the question to “What are other communities doing?,” you can compare your local government to other communities that are similar in size and service to gauge your performance.

IDENTIFY BENCHMARK COMMUNITIES.

The first step is to identify benchmark communities. Benchmark communities are local governments that your local government competes with in terms of new employees, they share a border with your jurisdiction, and they are similar in size, budget, and services. Typically, local governments will identify five-seven local governments for comparison purposes.

Local government managers and key staff should develop a professional relationship with their counterparts in the benchmark communities to share data and information. Make sure you have their contact information for requesting information.

? KEY QUESTIONS

Benchmark Communities

- Who do we “compete” with for employees and business?
- Which local governments do we share a jurisdictional boundary with?
- What other local governments have a similar population, budget, and service portfolio?

IDENTIFY COMMON QUESTIONS TO DEVELOP AN ANNUAL LIST OF PERFORMANCE MEASURES.

The next step is to identify frequently asked questions that are requested by the elected officials (i.e., tax rates, number of employees) and collect that data on an annual basis. Identify frequently asked questions by the manager to department heads (i.e., number of sidewalks maintained, capacity of wastewater treatment plan). The data collection will also provide your local government with trend information as you build three-five years of data. Managers and department heads should offer to share the information with the benchmark communities as well and can include findings in annual documents like the budget.

? KEY QUESTIONS

Frequently Asked Questions

- What questions do I get asked frequently from elected officials?
- What information do I need from other local governments?
- What statistics are important to the elected officials?
- What data do we need on an annual basis, during the budget process, during the year?
- What are our general fund budget and tax rates compared with other communities?
- What is our fund balance percentage as compared with other communities?
- How long does it take other communities to fix water main breaks?
- What are the response rates for police in other communities?
- Do other communities have summer programs? What kind? How long?
- What services do other community's libraries provide?
- What are other communities paying entry level police officers?

PREPARE FOR AD HOC REQUESTS AT ANY GIVEN TIME BY STARTING SMALL.

With a list of benchmark communities and key contacts, local governments are now able to respond to ad hoc requests from elected officials or other key stakeholders for performance data. Most importantly, make sure you are asking the right question to the benchmark communities.

There are hundreds of performance measures that could be and are being compiled by local governments. Develop a list of 10 or fewer to begin with; think about the most frequent questions and start there.

CONSIDER WHAT TYPES OF MEASURES TO USE.

Table 11 below identifies three common performance measures, what they are measuring, and basic examples.²² It is important to recognize that one data point is insufficient to gather information; trend data meaning collection of data over a three-five-year period will inform you and the elected officials on activity—is it increasing, decreasing, or remaining stable. Starting now, your local government can begin to build a robust set of data for answering the most frequently asked questions.

Table 11: Sample Measure Types

Types of Measures	What are they measuring?	Examples
Workload	How many of something; raw counts of outputs	Calls received, work orders completed, zoning applications processed
Efficiency	Ratio, relationship between outputs and inputs, can be expressed in percentage	Cost per job reviewed, cost per capita, application processed per analyst, calls per police officer, building permits per inspector
Outcome	Effectiveness, obtains quality, if a program or service is having an impact	Resident satisfaction, impact of a program, response time of 5 minutes or less



EXAMPLES

Lindenhurst, Illinois, staff identified some measures that indicate performance with their overarching strategic planning themes. They update this data monthly to show elected officials and the broader public how they are performing in specific areas. Internally, their staff have a quarterly discussion to report on progress with action steps identified by the village's strategic plan.

Case Studies/Best Practices

As part of the survey distributed to local governments, respondents were asked to share their strategic plans and if they would be willing to serve as best practice communities for the report. After the data analysis was completed, five local governments from across the country were selected for more in-depth analysis of their process. The five local governments describe their strategic planning process in detail in the following section.



Mariposa County, California (Home of Yosemite)

Population: 17,100

Dallin Kimble, County Administrative Officer
(January 2017 – Present)

<https://www.mariposacounty.org/1780/Strategic-Plan>

What was the process?

Our strategic planning process began with data collection, including a community survey. After several informative presentations about different aspects of the county, the board of supervisors met with department heads and

then on their own to complete a facilitated analysis of strengths, weaknesses, opportunities, and challenges. The board identified our mission, vision, values, and focus areas, along with a few key objectives for the future.

Staff then organized interdepartmental committees of six-eight staff for each focus area to flesh out the objectives and initiatives. The work of the committees was presented to the department heads and the CAO, who made a few minor tweaks primarily removing duplicates that appeared in multiple focus areas. The final draft was considered and approved by the board.

How did you obtain elected officials buy-in?

We're fond of saying that we don't want buy-in, we want ownership. Our elected officials had ownership in the strategic plan because they directed staff to put it together and were involved in the process.

How much did the process cost and did you use an outside facilitator?

We spent about \$11,000 on a community survey and about \$8,000 on a facilitator. We used primarily in-house staff except for the resources/costs noted above.

How much time to do the strategic planning process?

Our strategic plan took about six months to put together.

Did you engage residents in the process?

The county had recently completed a community-by-community process to gather input for the economic vitality strategy. Staff also conducted our first community survey, sought input on social media, and received public comment at various meetings along the way.

Did you use a Strengths, Weaknesses, Opportunities, and Challenges (SWOC) analysis?

Yes.

Table 12: Comparison of Case Study Local Governments

Local Government	Population	Cost	Time for the Process	Facilitation	Community Engagement	SWOC Analysis	Updates	Reporting
Mariposa County, CA	17,100	\$8,000	6 months	In-house staff	Consult using survey data prior to the plan's creation	Yes	Annually	Annually
Town of Vinton, VA	8,128	\$2,000	6 months	Consultant	Inform residents after the plan was created	Yes	Annually	Annually
City of Stevenson, WA	1,700	\$2,000	9 months	Consultant	None	No	Annually	Annually
Village of Lindenhurst, IL	14,406	\$16,900	10 months	University	Consult using survey data and focus groups prior to the plan's creation	Yes	3-4 years	Monthly and Quarterly
Town of Rolesville, NC	9,359	\$16,200	3 months	University	Consult using community input sessions	Yes	2 years	Quarterly

How often do you update the strategic plan?

We aspire to update the strategic plan annually. In practice, we're beginning our first update of the plan about 2.5 years after adoption.

How often do you report progress on the strategic plan?

Progress on the strategic plan is reported annually and as significant milestones are reached.

Lessons learned or what you would do differently?

We've debated back and forth between a thorough plan with estimated budgets, specific performance targets and timelines, and a simpler conceptual plan. For our first time, we opted for simple and now think we should make it even more simple. One page would be ideal to make it a frequent reference that is easy to remember and use.

The right facilitator makes a big difference. We're glad we used a facilitator when we did; in the future, we would use facilitators in the staff committees as well. Along the way, we met several facilitators who were too academic or would not have been a good fit with our community and/or our staff. We also met a few who did, or we felt would have done excellent work consistent with our community.



Town of Vinton, Virginia

Population: 8,128

Richard "Pete" Peters, Town Manager
(January 2021 – Present)

[https://www.vintonva.gov/486/
Town-of-Vinton-Strategic-Plan-2020-2025](https://www.vintonva.gov/486/Town-of-Vinton-Strategic-Plan-2020-2025)

What was the process?

Over the past decade, Vinton had primarily conducted yearly planning retreats with members of staff and town council to develop annual goals and targets for establishing operating and budget priorities for the upcoming fiscal year. In 2020, the town underwent a

more comprehensive strategic plan update, with a desire to establish operating and budget priorities for the next five years (2021-2025).

How did you obtain elected officials buy-in?

Council supported the concept of establishing a longer-term planning document to provide more mid-range guidance to staff for CIP and operational planning. Annual planning to establish immediate priorities had been sufficient in recent years due to flat revenues—although given new revenue growth attributed to economic development projects, such as new restaurants and pari-mutuel gaming—a longer-term approach was necessary.

How much did the process cost and did you use an outside facilitator?

The town used a facility that it owned for the half-day retreat and the only expenses associated were snacks and the consultant contracted to facilitate the discussion and draft the written plan. The town contracted with Council of Community Services, a not-for-profit organization located in Roanoke that facilitates many community service activities on behalf of various local and state governments. The contract rate was \$2,000 for their work.

How much time to do the strategic planning process?

Council and staff met with the consultant over a half day, although the consultant had sent out surveys to participants several days in advance to establish much of the preliminary work.

Did you engage residents in the process?

Once a draft plan was created, council solicited feedback via requesting public comment on the concepts and direction of the strategic plan.

Did you use a Strengths, Weaknesses, Opportunities and Challenges (SWOC) analysis?

A SWOC was used as part of the preliminary feedback gathered by the initial surveys sent to council and staff.

How often do you update the strategic plan?

The plan is reviewed annually as part of the annual operation and CIP budget development, as budget priorities are being tied back to strategies associated with the strategic plan.

Lessons learned or what you would do differently?

The method that we undertook to develop the plan went extremely well and was a very efficient process. Council has been very supportive of the annual updating practices being tied to the annual budget adoption and are very pleased with the outcomes being accomplished by the document and the activities the plan has generated.



City of Stevenson, Washington

Population: 1,700

Leana Kinley, City Administrator
(September 2017 – Present)

<https://www.ci.stevenson.wa.us/citycouncil/page/council-strategic-goals>

What was the process?

Historically, the city goals and priorities were presented by department heads and discussed during the budget process. Leading up to the city's first strategic planning process, there were multiple projects that identified a need for the city to have a better long-range plan. During the update of the general sewer plan and facilities plan, the estimated cost to upgrade the city's system was \$16M and the residential base rates were projected to reach \$185/month. The upgrades were mandated by a state Department of Ecology Administrative Order issued to the city in 2017 for violations of its National Pollutant Discharge and Elimination System (NPDES) permit. At the same time, the city recently purchased land and was looking to design and build a new fire hall. There were also two recent street rebuild projects that moved forward without adequate improvements to the underlying water and sewer infrastructure. With limited staff and resources, decisions needed to be made on which projects were a priority and what needed to be pushed out or delayed.

With a new mayor and city administrator, we were looking to improve the planning process. Our first step was a half-day council retreat, facilitated by a community member, to set the stage for a strategic planning session. This was conducted two months into the mayor's first term (February 2018) and was a good starting off point to establish overall council direction.

In October of the same year, we held our day-and-a-half strategic planning retreat. Prior to the retreat, we sent out a survey on goals, priorities, and other feedback. It

consisted of an initial half-day session where we reviewed the previous goals from February, reviewed the survey, and proposed new goals and priorities. The next day, we reviewed the previous day, prioritized the goals, and developed strategies for meeting those goals. This was done by an outside facilitator and the result was a five-year strategic plan with a vision, mission, and SMART goals.

How did you obtain elected officials buy-in?

The mayor was on board to begin with and recent events at the city created the impetus for council to change direction and look at a better way to plan for the future.

How much did the process cost and did you use an outside facilitator?

We used a consultant who facilitated meetings for another local group. The cost was \$2,000 for their services.

How much time to do the strategic planning process?

The initial meeting was a day-and-a-half.

Did you engage residents in the process?

We have not engaged residents in this process yet. We are in the process of developing a community engagement and public participation plan that will be incorporated into this process.

Did you use a Strengths, Weaknesses, Opportunities and Challenges (SWOC) analysis?

No.

How often do you update the strategic plan?

Annually. Every year council holds a retreat, ideally in Q1, and goes over the progress on the plan and discusses changes. These are then reviewed and confirmed at the beginning of the budget process. All plans and updates can be found on our website <https://www.ci.stevenson.wa.us/citycouncil/page/council-strategic-goals> and the progress of past goals are listed in each subsequent plan.

How often do you report progress on the strategic plan?

Annually, see above.

Lessons learned or what you would do differently?

Going forward, there is a need to better involve the community on the strategic plan. Goals and priorities on the list were compared to the city's comprehensive plan, which has an engagement process, and they were not in conflict, but there was no public component of the strategic plan. When we come up on the end of the initial five-year plan, a reset will be needed, and we can incorporate an improved community engagement process to inform a new strategic plan.



Village of Lindenhurst, Illinois

Population: 14,406 (2020)

Clay Johnson, Village Administrator
(September 2017 – Present)

<https://www.lindenhurstil.org/department/division>

What was the process?

After contracting with the Center for Governmental Studies out of Northern Illinois University (NIU), the Village of Lindenhurst reached out to various community stakeholders, staff, and residents to set up a series of focus groups to gain feedback on village performance and direction. The feedback from those focus groups was compiled into a single document and presented to the village board in a planning workshop.

Using the information gained from the focus groups, the mayor and village trustees went through a number of analytical exercises during a workshop session to develop a series of priorities that respond to the themes of the focus groups and analyses. In that same workshop, the priorities were organized in terms of their completion date and complexity. Our partners at NIU took these goals, and then sent them to our elected officials to rank in terms of priority. The results of the prioritization were then shared with elected officials and staff.

Once again with the help of the representatives from NIU, staff reviewed the newly developed goals and prepared a series of action steps that led to accomplishing a particular goal. Each action step was assigned a primary staff lead and timelines were established for updates and goal completion. The action steps also included any resources or outside agency assistance that may be needed.

Finally, after all goals and action steps were completed, the full strategic plan was publicized and adopted by the village board. After adoption, staff sent the strategic plan to all those who participated in the planning process.

How did you obtain elected officials buy-in?

Our village board has always prioritized long-term planning, but never took the time to solicit feedback from stakeholders and staff to drive the strategic initiatives of the village. Convincing the board to move in this direction was not a challenge as we sought to engage our public to a greater degree and increase transparency of village initiatives.

How much did the process cost and did you use an outside facilitator?

The village used the Center for Governmental Studies at NIU as consultants for our strategic planning process. Their representatives coordinated with village staff and led all focus groups and facilitators of our strategic planning workshop. Once all the data was collected, our partners drafted the strategic plan and worked with staff on action steps that would be used to meet the overall tenets of the plan. Cost was \$16,900.

How much time to do the strategic planning process?

From the moment we began to collaborate with NIU, the process took about 10 months.

How did you engage residents?

Before we began our strategic planning process, the village engaged a company to conduct a statistically significant community survey that would indicate how the community feels about various aspects of our local governments' approach and services. The community survey was then used as a data point in our strategic planning session. One of the first steps of the strategic planning process was the creation of three focus groups to provide their feedback on a variety of areas. Each focus group was facilitated by a representative of NIU and no village elected staff or management were present in the room during discussion. One focus group was composed of village staff, another with community stakeholders (schools, park districts, Chamber of Commerce), and the final group was with Lindenhurst residents.

Did you use a Strengths, Weaknesses, Opportunities and Challenges (SWOC) analysis?

Yes, village board members, staff, and any attending public were divided into groups to each develop items that fit into a SWOC analysis. The group then reconvened to share their thoughts and ideas.

How often do you update the strategic plan?

We have not updated the plan as of yet, but we will likely update it every three-four years.

How often do you report progress on the strategic plan?

Village staff identified some measures that indicate performance with our overarching strategic planning

themes. We update this data monthly to show our elected officials and the broader public how we are performing in these specific areas. Internally, our staff has a quarterly discussion to report on progress with action steps identified by the village's strategic plan.



Town of Rolesville, North Carolina

Population: 9,359

Kelly Arnold, Town Administrator
(June 2018 – Present)

Amy Stevens, Finance Director
(2012 - Present)

<https://www.rolesvillenc.gov/strategic-plan>

What was the process?

Rolesville's governing board embarked on the development of a comprehensive strategic plan in late 2019. Since early 2017, the town had identified a simple series of goals and objectives that were updated annually through an informal process. These goals were generally completed as part of an annual budget retreat with the town board and town manager.

With a relatively new manager and board taking office after the November 2019 election, the town targeted the period of November 2019 through February 2020 to initiate and complete a more comprehensive, long-term strategic plan with a two-year work program.

After the November 2019 election, town staff worked with the consultant to create a systematic approach that would produce the desired product over a three-month span. The February 2020 completion time frame would allow the strategic plan to be used and featured in the budget development for the 2020-21 fiscal year, which started July 1, 2020.

Over the course of the three-month period, the following activities took place:

- Initial full-day retreat with the governing board, consultant, and lead staff to conduct a regional forecasting exercise and a SWOC analysis of the community and organization. The group began creating consensus around a community vision and high-level goals.
- Two facilitated community input sessions to obtain feedback directly from residents and stakeholders in the community about their vision for the future of Rolesville. To maximize participation, one session was held during the business day and one session was held in the evening.
- Half-day facilitated discussion with town manager and department heads to create consensus around a mission statement and core values, which are the more internally focused components of the town's strategic plan.
- Final full-day retreat with the governing board, consultant, and lead staff to review the work from the community and staff input sessions. The primary objective of this session was to refine and finalize the essential elements of the strategic plan.
- Presentation and adoption of the strategic plan components at the governing board meetings in March 2020, which led to the development of materials that are now used as part of the strategic plan.

The primary components of the adopted strategic plan that are essential to implementation are: the vision statement, four key focus areas, 16 goals, and the mission and core values of the internal organization.

How much did the process cost and did you use an outside facilitator?

In the fall of 2019, the board initiated a consultant selection process. This process called for experienced consultants to submit a request for proposal to assist with the development of the plan. A subcommittee with representation by the mayor, a town commissioner, and staff was formed, and this subcommittee conducted an interview process with the top candidates. The University of North Carolina School of Government was chosen for their experience, proposed process, and pricing. Their proposed process called for the School of Government consultants to direct development of the planning process, lead the facilitation of governing board and community input, and create the framework for the strategic plan. The cost for the services and materials was \$16,200.

How often do you update the strategic plan?

Over the course of the past two years, the strategic plan has been treated as an important roadmap providing clear guidance for the decision-making process regarding policy

adoption and budget development. The plan is referenced as part of cover memos that are written for governing board agenda items, and staff members routinely develop recommendations based upon whether the policy is in alignment with the strategic plan.

How often do you report progress on the strategic plan?

After the adoption of the strategic plan, town leadership further developed specific work plan priorities that could be addressed over the immediate two-year work period. These initiatives were collected into the staff progress report, which is updated three times a year and provided to the governing board in their agenda packet and posted on the town's public website.

Regular communication has been an important factor in keeping the plan alive and relevant. The key components were formatted into an 11" x 17" document that could be folded and used as a brochure or opened and used as a desk blotter or poster. A laminated version of the plan sits in front of elected officials at all board meetings. Copies of the plan were made available to staff and are part of the new hire onboarding packet. Staff members have copies of the strategic plan hanging on walls and bulletin boards. These easy-to-find copies of the plan help ensure it remains accessible to all and relevant to decision-making.

The strategic plan has been incorporated into the annual budget conversation. Department heads know that requests for new initiatives and staff should be tied to the strategic plan to be successful. These linkages are further reinforced within the annual budget document. With the

receipt of the Government Finance Officers Association (GFOA) 2021 Distinguished Budget Presentation Award, the town was recognized for meeting their standards for clearly communicating its strategic goals and the action plans developed to accomplish those goals.

Next Strategic Plan Cycle

For Rolesville, there is a two-year cycle associated with the strategic plan. While the vision statement is focused on the long-term development of the community, the specific goals and work plans are more suited to a shorter cycle of review and modification. A two-year cycle nicely corresponds with local elections and allows a new town board to set their own short-term direction as they start their terms.

The next strategic plan update, scheduled for late 2021, will follow a similar November through February time frame, but it will be more focused on minor modifications. Since this is a more limited scope of work, it will be facilitated by staff instead of an outside consultant. In the future, a more significant strategic plan process will proceed either due to the passage of time (i.e., the strategic plan is at least four years old) or a significant change of town board membership.

Going forward, there is a desire for the next major iteration of the strategic plan to include more participation of the staff leadership team, improved development of metrics to identify plan success, and incorporation of a biannual community survey in the alternating years.

Appendix A

Strategic Planning for Small Communities Survey

The strategic planning survey, distributed in August 2021, provided a snapshot of strategic planning initiatives in small communities throughout the United States. The survey was completed by local government officials in 24 of the 50 States, the District of Columbia and one international respondent.

The respondents included local government managers, assistants or deputy managers, department heads, elected officials and others including clerks, interim managers, and retired managers. The respondents represented a balance of city, county, and town local governments and over 68% were from communities with populations less than 10,000.

Q1 Is your local government a city, county, or town?		
Local Government Type	Percentage	Number
City	47.3%	44
County	9.7%	9
Town	43.0%	40
Total	100%	93

Q2 What is your local government's population?		
Answer	Percentage	Number
0-5,000	35.8%	34
5,001-10,000	33.7%	32
10,001-15,000	14.7%	14
15,001-20,000	15.8%	15
Total	100%	95

Q3 What state or country represented?	
Answer	Number
Alaska	3
California	4
Colorado	2
Connecticut	1
Delaware	1
Florida	2
Illinois	5
Indiana	1
Iowa	2
Maine	2
Maryland	2
Massachusetts	1
Michigan	2
Minnesota	2
Missouri	2
Nebraska	2
New York	1
North Carolina	3
Ohio	5
Oregon	1
Pennsylvania	3
South Carolina	2
Tennessee	1
Virginia	28
Washington	4
Wisconsin	2
I do not reside in the United States	1
Total	85

Q4 | What is your position?

Answer	Percentage	Number
County, city, town manager	65.3%	62
Assistant or deputy manager	12.6%	12
Department head	4.2%	4
Elected official	6.3%	6
Other (please specify)	11.6%	11
Total	100%	95

Q5 | A strategic plan is defined as a plan that is adopted by the governing body and includes a mission, vision, values or value statement and goals and objectives for the organization and community. Does your local government have a strategic plan?

Answer	Percentage	Number
Yes	49.6%	55
No	21.6%	24
We are in the process of developing a strategic plan.	10.8%	12
We have some components of a strategic plan but not all as defined above.	18.0%	20
Total	100%	111*

* Some respondents answered only this question and did not complete the full survey.

The following questions were answered by local government officials stating they had a strategic plan.

Q6 | What do you view as the benefits of having a strategic plan for the organization and the community?

Question	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree	Strongly agree	Total
The strategic plan provides clear guidance on the goals of the governing body to the manager.	5.7%	0.0%	2.9%	20.0%	71.4%	35
The strategic plan is used as a communication device for staff.	5.7%	2.9%	2.9%	25.7%	62.9%	35
The strategic plan helps me to prioritize the work in the organization.	5.7%	2.9%	8.6%	28.6%	54.3%	35
The strategic plan communicates to employees that what they do is important and for a purpose.	5.9%	5.9%	14.7%	20.6%	52.9%	34
The strategic plan is used to prioritize budget requests.	8.8%	2.9%	8.8%	29.4%	50.0%	34
The strategic plans serves as an accountability tool for the governing body during the manager's evaluation.	6.1%	12.1%	24.2%	21.2%	36.4%	33
The strategic plan serves as a communication device for the citizens in the community on the goals of the governing body.	5.9%	2.9%	11.8%	38.2%	41.2%	34
The strategic plans helps me, as the manager, prioritize staff and financial resources.	5.9%	2.9%	5.9%	29.4%	55.9%	34
The strategic plan prioritizes resources from a organizational-wide perspective.	5.9%	2.9%	14.7%	41.2%	35.3%	34

Q7 | The strategic plan is a resource for local governments during times of crisis. Consider the following questions and select your level of agreement.

Question	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree	Strongly agree	Total
The strategic plan helped prioritize services during the COVID-19 pandemic.	20.6%	11.8%	41.2%	20.6%	5.9%	34
The strategic plan helped to prioritize funding when revenues declined during the pandemic.	23.5%	8.8%	29.4%	26.5%	11.8%	34
The strategic plan is helping to prioritize funding allocation through the American Rescue Plan Act (ARPA).	23.5%	2.9%	32.4%	23.5%	17.7%	34
The strategic plan has helped prioritize resources during economic crisis.	20.6%	5.9%	26.5%	26.5%	20.6%	34
The strategic plan has helped the elected officials make decisions on controversial issues.	11.8%	8.8%	23.5%	26.5%	29.4%	34
The strategic plan has helped prioritize resources as a result of a natural disaster in our community.	17.1%	17.1%	37.1%	20.0%	8.6%	35

Q8 | How often does the governing body update or review the strategic plan?

Answer	Percentage	Number
Annually	25.7%	9
Every two years	31.4%	11
With each election	8.6%	3
Other	34.3%	12
Total	100%	35

Q9 | At what stage of the strategic planning process is your local government?

Answer	Percentage	Number
Strategic plan is adopted and available.	45.7%	16
Strategic plan is completed and available and the budget is tied to strategic priorities.	40.0%	14
Strategic plan is completed, we appropriate funds for strategic priorities and we have developed performance measures to track strategic goals and priorities.	14.3%	5
Total	100%	35

Q10 | Was your strategic plan developed with in-house staff or with an outside facilitator?

Answer	Percentage	Number
In-house staff	42.9%	15
Outside facilitator	57.1%	20
Total	100%	35

Q11 | Did you conduct any citizen engagement (surveys, town hall meetings, emails) to gather citizen input on the mission, vision or goals for the local government during the strategic planning process?

Answer	Percentage	Number
Yes, we gathered citizen input	60.0%	21
No, we did not gather citizen input	40.0%	14
Total	100%	35

Q12 | If you did not conduct any citizen engagement to inform the strategic plan process, identify the reasons below. (select all that apply)

Answer	Percentage	Number
In a small local government, citizen engagement happens daily.	85.7%	12
Our elected officials work closely with citizens because we are small and can communicate their needs sufficiently.	78.6%	11
Not enough time.	28.6%	4
We did not have staff resources to conduct citizen engagement.	64.3%	9
Other	21.4%	3
Total		14

The following questions were answered by local government officials who stated they did not have a strategic plan at all. Not all questions were displayed to each official depending on their answers to previous questions.

Q13 | What are some challenges for your local government to developing a strategic plan?

Question	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree	Strongly agree	Total
Elected officials are not interested in developing a strategic plan.	16.7%	11.1%	33.3%	33.3%	5.6%	18
We do not have the time to do a strategic plan.	11.1%	11.1%	33.3%	33.3%	11.1%	18
We do not have the staff expertise to do a strategic plan.	17.7%	17.7%	23.5%	17.7%	23.5%	17
We do not have funding available for a strategic planning process.	11.8%	11.7%	11.8%	29.4%	35.3%	17
We feel the comprehensive plan is sufficient for strategic planning.	17.7%	29.4%	29.4%	17.7%	5.9%	17
We use a priority setting process during the budget process in lieu of a strategic plan.	5.9%	5.9%	29.4%	52.9%	5.9%	17
The elected officials cannot agree to do a strategic planning process.	27.8%	11.1%	33.3%	16.7%	11.1%	18

Q14 | If you wanted to do a strategic plan, what resources would you need?
(select all that apply)

Answer	Percentage	Number
Financial resources - money to do it.	38.9%	7
Staff resources - staff to help pull the document together.	44.4%	8
Time resources - dedicated time outside the office to hold a strategic planning workshop.	61.1%	11
Elected officials buy-in - having the elected officials agree to hold a strategic planning workshop.	50.0%	9
Outside facilitator - someone neutral to facilitate the process.	50.0%	9
Other	0.0%	0
Total		18

This section was completed by local government officials who identified having some components of a strategic plan or were in the process of developing a strategic plan. Not all questions were displayed to each official depending on their answers to previous questions.

Q15 | At what stage of the strategic planning process is your local government?

Answer	Percentage	Number
Strategic planning process has been initiated but not complete. (Please note in the box what activities have been initiated.)	42.9%	3
We have some components of the strategic plan but not all. (Please note in the box below what components are available.)	28.6%	2
The governing body has not adopted the strategic plan at this time, but they held a strategic planning retreat.	28.6%	2
Total	100%	7

Q16 | What are some challenges for your local government to developing a strategic plan?

Question	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree	Strongly agree	Total
Elected officials are not interested in developing a strategic plan.	66.7%	33.3%	0.0%	0.0%	0.0%	3
We do not have the time to do a strategic plan.	0.0%	33.3%	0.0%	66.7%	0.0%	3
We do not have the staff expertise to do a strategic plan.	0.0%	33.3%	0.0%	66.7%	0.0%	3
We do not have funding available for a strategic planning process.	0.0%	50.0%	0.0%	50.0%	0.0%	2
We feel the comprehensive plan is sufficient for strategic planning.	0.0%	33.3%	66.7%	0.0%	0.0%	3
We use a priority setting process during the budget process in lieu of a strategic plan.	0.0%	0.0%	33.3%	66.7%	0.0%	3
The elected officials cannot agree to do a strategic planning process.	0.0%	66.7%	33.3%	0.0%	0.0%	3

Q17 | Will your strategic plan be developed with in-house staff or with an outside facilitator?

Answer	Percentage	Number
In-house staff	20.0%	1
Outside facilitator	80.0%	4
Total	100%	5

Q18 | Will you conduct any citizen engagement (surveys, town hall meetings, emails) to gather citizen input on the mission, vision or goals for the local government during the strategic planning process?

Answer	Percentage	Number
Yes, we will (or we did) gather citizen input	60.0%	3
No, we will (or we did) not gather citizen input	40.0%	2
Total	100%	5

Q19 | If you will not (or did not) conduct any citizen engagement to inform the strategic plan process, identify the reasons below. (select all that apply)

Answer	Percentage	Number
In a small local government, citizen engagement happens daily.	50.0%	1
Our elected officials work closely with citizens because we are small and can communicate their needs sufficiently.	50.0%	1
Not enough time.	100.0%	2
We will not have staff resources to conduct citizen engagement.	50.0%	1
Other	100.0%	2
Total		2

Q20 | Why did your local government engage in the strategic planning process?

Question	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree	Strongly agree	Total
The strategic plan will provide clear guidance on the goals of the governing body to the manager.	0.0%	25.0%	0.0%	25.0%	50.0%	4
The strategic plan will help the manager to prioritize the work in the organization.	25.0%	0.0%	0.0%	50.0%	25.0%	4
The strategic plan will communicate to employees that what they do is important and for a purpose.	0.0%	0.0%	25.0%	50.0%	25.0%	4
The strategic plan will be used to prioritize budget requests.	0.0%	0.0%	0.0%	75.0%	25.0%	4
The strategic plans will serve as an accountability tool for the governing body during the manager's evaluation.	0.0%	0.0%	25.0%	50.0%	25.0%	4
The strategic plan will help to prioritize staff and financial resources.	0.0%	0.0%	20.0%	40.0%	40.0%	5
The pandemic has changed what we do and how we do it.	20.0%	0.0%	20.0%	60.0%	0.0%	5
We had an election and new members were elected to the governing body.	20.0%	20.0%	0.0%	40.0%	20.0%	5
The governing body has differing views on the overall direction of the local government.	20.0%	40.0%	20.0%	20.0%	0.0%	5
We needed an overall plan for American Rescue Plan Spending (ARPA funding)	50.0%	0.0%	0.0%	25.0%	25.0%	4
We are in a financial crisis.	50.0%	0.0%	0.0%	50.0%	0.0%	4
We need consensus from the governing body on controversial issues.	0.0%	33.3%	0.0%	66.7%	0.0%	3

Q21 | What components of the strategic plan do you currently have? (select all that apply)

Answer	Percentage	Number
Mission Statement	15.4%	2
Vision Statement	30.8%	4
Values or values statement	30.8%	4
Goals	76.9%	10
Objectives	61.5%	8
Other (please describe)	15.4%	2
Total		13

Q22 | Many small communities use other resources or documents to serve as the local government's strategic plan. What type of document or resource serves as your local government's strategic plan? (select all that apply)

Answer	Percentage	Number
Comprehensive Plan (20 year plan of land use)	69.2%	9
Budget	84.6%	11
Capital Improvement Plan	46.2%	6
Other Plan (please specify)	7.7%	1
Total		13

Q23 | Were the components of your strategic plan developed in-house or using an outside facilitator?

Answer	Percentage	Number
In-house staff	53.9%	7
Outside facilitator	46.1%	6
Total	100%	13

Q24 | Were the components of your strategic plan developed with citizen engagement?

Answer	Percentage	Number
Yes	30.8%	4
No	69.2%	9
Total	100%	13

Q25 | If you did not conduct any citizen engagement to inform the strategic plan components, identify the reasons below. (select all that apply)

Answer	Percentage	Number
In a small local government, citizen engagement happens daily.	44.4%	4
Our elected officials work closely with citizens because we are small and can communicate their needs sufficiently.	33.3%	3
Not enough time.	11.1%	1
We will not have staff resources to conduct citizen engagement.	11.1%	1
It is an internal document for the governing body and the manager.	22.2%	2
Other	44.4%	4
Total		9

Q26 | Why did your local government engage in some level of the strategic planning process? (strategic plan includes components of the plan)

Question	Strongly disagree	Somewhat disagree	Neither agree nor disagree	Somewhat agree	Strongly agree	Total
The strategic plan will provide clear guidance on the goals of the governing body to the manager.	0.0%	7.7%	7.7%	69.2%	15.4%	13
The strategic plan will help the manager to prioritize the work in the organization.	0.0%	0.0%	0.0%	69.2%	30.8%	13
The strategic plan will communicate to employees that what they do is important and for a purpose.	0.0%	7.7%	15.4%	53.8%	23.1%	13
The strategic plan will be used to prioritize budget requests.	0.0%	0.0%	7.7%	53.8%	38.5%	13
The strategic plans will serve as an accountability tool for the governing body during the manager's evaluation.	0.0%	23.1%	23.1%	53.8%	0.0%	13
The strategic plan will help to prioritize staff and financial resources.	0.0%	0.0%	15.4%	61.5%	23.1%	13
The pandemic has changed what we do and how we do it.	15.4%	7.7%	61.5%	15.4%	0.0%	13
We had an election and new members were elected to the governing body.	15.4%	15.4%	38.5%	23.1%	7.7%	13
The governing body has differing views on the overall direction of the local government.	23.1%	7.7%	15.4%	30.8%	23.1%	13
We needed an overall plan for American Rescue Plan Spending (ARPA funding)	15.4%	7.7%	53.8%	15.4%	7.7%	13
We are in a financial crisis.	46.1%	30.8%	15.4%	7.7%	0.0%	13
We need consensus from the governing body on controversial issues.	15.4%	23.1%	30.8%	15.4%	15.4%	13

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ICMA, the International City/County Management Association, advances professional local government management worldwide through leadership, management, innovation, and ethics. Through partnerships with local governments, federal agencies, nonprofits, and philanthropic funders, the organization gathers information on topics such as sustainability, health care, aging communities, economic development, cybersecurity, and performance measurement and management data on a variety of local government services—all of which support related training, education, and technical assistance.

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INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

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FINANCE DEPARTMENT

To: Cesar Garcia, City Manager

From: Suzy Kou, Finance Director

Date: May 3, 2023

Subject: Accounting software

Due to technology change and higher demands/expectations from the public, we need adequate accounting system to meet these demands and take the city through future changes without sacrificing our service levels. Our current database survived 40 years of technology evolutions from Mainframe age of System 36 in the 80's to AS/400 in the 90's passing Y2K millennium. In 2005 we converted the mainframe to STW system which we are still using today. STW recently has merged with OpenGov. Under new management and new platform, the current system will gradually become antiquated. To optimize our services, we need to search for adequate software meeting the city's current and future growth/demands at a reasonable cost. Per our policy, transactions exceeding \$50,000 require a bidding process either by the city or another entity. If the city conducts a bidding process inhouse, estimated timeframe to go live is as follows:

May 2023- issuance of bid invitation and publication

June 2023- Select interested vendors for demos

July 2023- Begin demos process

August 2023- Assess and select best fit vendor to recommend to Council for contract award

September 2023- Contract award at Council meeting

October 2023- Begin implementation and setup phase

Oct 2023-December 2023- Dual systems running to test new system functionality

January 2024- Projected going LIVE with new system

This is a major project and should be evaluated carefully given sufficient time and testing. Once decided, the system should last many years to capture the maximum benefits.

Sincerely,

Suzy Kou



NATOA: LEADING THE WAY IN ADVANCING LOCAL GOVERNMENT TELECOMMUNICATIONS

The National Association of Telecommunications Officers and Advisors (NATOA) is pleased to announce its continued commitment to advancing local government telecommunications. NATOA is a non-profit organization that represents local government entities and their respective telecommunications interests.

As the landscape of telecommunications continues to evolve, NATOA remains at the forefront of these changes, providing education, training, and resources. With the proliferation of broadband and the growing need for high-speed internet access, several local governments (Cities of Boston, Kansas City, San Antonio, Dallas, and La Marque) have been singled out for playing a critical role in expanding the scope of PEG modernization. NATOA recognizes the importance of this role and continues to advocate for policies and initiatives that promote the deployment of public information throughout underserved communities.

NATOA's mission is to ensure that local governments are equipped with the necessary tools to provide their constituents with affordable, reliable, and equitable access to modern telecommunications services. The organization achieves this mission through a variety of initiatives.

NATOA is proud of the work it has done to advance local government telecommunications and is committed to continuing its efforts. With its knowledgeable staff, dedicated board of directors, and engaged membership, NATOA is well-positioned to lead the way in promoting access to modern telecommunications services for all.

For more information on NATOA and its initiatives, visit www.natoa.org.

Contact: Jessica Gonzalez Communications Director National Association of Telecommunications Officers and Advisors (NATOA) jgonzalez@natoa.org





PARKS AND RECREATION DEPARTMENT **FACILITY USAGE AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 202_ by and between the CITY OF LA MARQUE, a political subdivision of the State of Texas, hereinafter referred to as "City" and _____, hereinafter referred to as "User" for the use of certain city facilities within the City, as more particularly described herein.

WHEREAS, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

WHEREAS, the City desires to offer a wide variety of events, recreational, and sporting activities for residents and the surrounding communities on a year-round basis; and

WHEREAS, the City desires to enter into a written agreement to allow use of the City's parks, athletic fields, recreational buildings and facilities for recreational purposes as set forth herein; and

WHEREAS, User desires to conduct athletic programs, activities, events, leagues and services at the City's recreational facilities during normal operating hours, as determined by the City Manager or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others.

NOW THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.
2. The City agrees to allow User to utilize the City's recreational facilities for the time period and event specified in Appendix "A" attached hereto.
3. The parties agree that User shall establish, in conjunction with the Public Works Director, City Manager, or his/her designee, a general policy and operational plan.
4. The parties agree that activities sponsored and/or operated by the City shall have priority for use of said facilities, notwithstanding any other provisions of this Agreement.

Obligations of User

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such facilities, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the facilities hereunder.
6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities (including the concession facilities) for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof.
7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage in the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, or another amount as determined by the City Manager. The City of La Marque shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.
8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement unless otherwise approved at time of ratification of this agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
10. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.
11. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Public Works Director, City Manager, or his/her designee prior to the commencement of each activity, or as deemed necessary by the City.

12. User shall require that all officials, coaches, volunteers and instructors undergo background screening prior to supervising children, and furnish the City with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the city prior to conducting said background checks.

13. User shall provide the City with a calendar of activities for each specific event or activity. Each calendar shall be due to the Public Works Director, City Manager, or their no later than thirty (30) days prior to the opening registration or marketing date and shall include (a) beginning and ending marketing/registration dates; (b) beginning participation/practice dates; (c) beginning game/event dates; (d) scheduled end of season/session; (e) requested event dates and approximate number of teams or people in the appropriate divisions of each activity; (e) provide the City with any special maintenance requirements with at least seven (15) days prior notice.

Obligations of City

14. City will provide regular maintenance of the facilities leading up to the event or throughout the regular season, practices and games, as well as tournament field preparations and maintenance, subject to budgetary considerations unless decided upon differently between User & City as per Appendix A at time of ratification of this agreement.

15. City may, in its sole discretion, limit the use of the facilities to prevent overuse, misuse or abuse the facilities.

16. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.

17. At all times, City shall administer and enforce all applicable City codes, policies and procedures through the User's action. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.

18. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.

19. City may, through the Public Works Director, City Manager, or his/her designee, issue keys to a City recreation facility to an authorized representative of User. Duplication of keys by User will result in revocation of all key privileges and changing of all affected locks at the User's expense.

Term of Agreement

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

21. This Agreement shall be effective on a month-to-month basis for a period of one (1) year from the date of execution. This Agreement may be renewed or renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties then brought to City Council for final approval. No oral modifications may be made to this Agreement.

Additional Provisions

22. User may not sell alcoholic beverages without the expressed written permission of the City. User may operate concessions to sell food at the City's facilities at the discretion of the Public Works Director, City Manager, or his/her designee, and only at the events referenced in Appendix "A" hereto. In such instance, User agrees to retain the services of a person(s) to operate the concession. User agrees to comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City governments as applicable to the sale of non-alcoholic beverages and food. City reserves the right to inspect and review the operations of any concession to determine User's compliance with this Agreement. Any items sold by User at the City's concession shall be approved in writing by the Public Works Director, City Manager, or his/her designee prior to the offering of any items for sale.

23. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.

24. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.

25. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

26. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at City's facilities.

27. This Agreement shall be construed and enforced according to the laws of the State of Texas. Venue shall be in Galveston County, Texas.

28. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Texas Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF LA MARQUE

ATTEST:

Kierra Nance, City Clerk

BY: _____
Keith Bell, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Gus Knebel, City Attorney

Cesar Garcia, City Manager

NAME OF ORGANIZATION / PARTNER.

WITNESSES:

First Name, Last Name, and Title of Lead Company Representative
on behalf of NAME OF ORGANIZATION

ATTEST:

STATE OF TEXAS)
) SS:
COUNTY OF GALVESTON)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Texas corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ___ day of _____, 202_.

NOTARY PUBLIC

My Commission Expires:

APPENDIX “A”
FACILITY USAGE / SCOPE OF SERVICES

1. User shall furnish recreational/instructional services in the area of “INSERT DISCIPLINE IN WHICH SERVICES WILL BE OFFERED” through INSERT METHOD OF DELIVERY. *Ex. the local Humane Society wishes to increase pet services and awareness through its annual pet registration and costume contest.*
2. City will permit the User to utilize the facilities of “NAME THE FACILITIES INTENDED FOR USE” during the following days and times: “INSERT THE DAYS OF THE WEEKS AND TIMES OF INTENDED USE” through the duration of the contract. The facilities to be used include “NAME THE SPECIFIC FACILITIES INTENDED FOR USE”. User and the City Parks Department will have mutually acceptable schedule that shall be completed thirty (30) days before the 1st session. The proposed start date of this program is INSERT PROPOSED FIRST DATE. IF FACILITY IS TO BE USED FOR EVENT/GAME PLAY AND IF CONCESSION STAND USE IS INTENDED LIST THOSE DETAILS ACCORDINGLY HERE.
3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City’s facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number of User’s personnel that will be allowed to conduct services/instructional sessions within the facilities stated herein any particular day and time.
4. All of the User’s clients must be considered positive members of society, in good standing with all laws, of the City, Galveston County and State of Texas. City reserves the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.
5. User will utilize its best efforts to promote the City of La Marque in all of their contests throughout the Region, County, and State.
6. User shall pay usage fees to the City for use of the City’s facilities in accordance with the following schedule.
 - a. THIS SECTION WOULD LIST THE EXACT DETAILS OF HOW THE PAYMENTS OF THE SPECIFIC FACILITIES TO BE USED. FEES WILL BE DERIVED FROM THE SCHEDULE OF PERMIT FEES ADOPTED ON XXXXXXXXXXXXXXXX VIA RESOLUTION # 20XX-XX.
7. All payments must be made in the form of a check, money order, or certified check by no later than the 5th of each month in the case of a recurring payment or ten (10) days prior for that of a one-time event. In case of a problem with a check, all further payments will have to be in the form of a money order or certified check. All of the User’s clients must be considered positive members of society, in good standing with all laws, of the City, Galveston County and State of Texas. City reserves

the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.

8. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit from the residents of the City first and foremost and then spread to beyond the city limits for its Event/Programs. City may position banners at both parks promoting the User's programs. In such case, User will provide the banners and will be responsible for replacing the banners in case they are lost, stolen, or damaged. City reserves the right to remove the banners in case of any weather threats or because of inadequate signage. All marketing to include banners must be approved by the City prior to being created or positioned.

9. User shall register all participants and collect and record any fees from participants as deemed necessary.

10. Parking will be allowable for User's Programs only in spaces designated by City staff.

11. User will be responsible for all transportation necessary to any away contests, performances, or other Event/Program activities.

12. User shall be responsible for cleaning all utilized facilities after usage. Failure to comply will result in an additional cleaning surcharge fee ranging from \$50.00 to \$250.00 per occurrence depending on the severity of the offense.

13. A copy of the additional insured certificate must be made available with the approved facility permit no less than thirty (30) days prior to the start of any intended programming. Additional requests may be made at the time of permitting by City staff.

14. User shall promote participation in the program by local low-income participants as part of their scholarship program.

15. User shall supply any and all awards for players and volunteers-if applicable.

16. User shall in all best efforts show involvement and active participation in all City events and activities.

17. User agrees to employ City residents, whenever possible, to assist in execution of program services.

18. Any new programs or additional usage requests for different uses must be made in writing and ratified as an amendment to this agreement prior to commencement of said program.

19. Gambling or the use of alcohol or smoking is strictly prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.

20. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for one (1) year from the date of execution or until completion of the program – whichever comes first. Program will be evaluated at end of session/season in consideration for renewal of agreement and/or addition of programming.

21. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all-purpose fields, gazebos, fencing, bike bath, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.

22. User will be responsible for any training of volunteers to properly instruct program participants. Proper training is expected for each activity in accordance with the governing body of such activity that the Event/Program is a part of.

23. User will be responsible for the use of any City equipment if and as assigned. Any negligence or reckless use of City equipment shall not be tolerated and may result in termination of this Agreement by the City and suspension or termination of User's Event/Program.



CITY COUNCIL AGENDA FORM

Meeting Date: **May 8, 2023**

Prepared by: Suzy Kou

Department: Finance

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding approving participation in the Tarrant County contract with JP Morgan Chase bank for City's procurement card program

X

Chase Commercial Card Consortium Rebate chart

- Tarrant County RFP Bid posting
- Tarrant County Master agreement

STAFF BRIEFING:

- City's has been using Citi Bank for procurement card program under State cooperative program.
- Due to recent changes, current program has not been best serving our city's needs and benefits.
- Features in Chase's One Card program include:
 - o Annual cash rebate
 - o Annual card(s) fee-waived
 - o PaymentNet Reporting tool fee-waived
 - o Travel accident insurance (\$500,000) **New in this program**
 - o Lost luggage (\$1,250 supplemental coverage) **New in this program**
 - o Primary vehicle collision loss damage waiver **New in this program**
 - o Emergency medical coverage (\$2,500 secondary coverage) **New in this program**
 - o MasterCard Travel Assistance Services Available toll-free 24/7 (Medical referrals/prescription filling, Trip information and planning, Legal/embassy referral, Roadside assistance, VAT reclaim service) **New in this program**
 - o Virtual card availability **New in this program**
- Chase platform allows better controls and flexibility for the city to manage our program successfully.
- Tarrant County negotiates annually with Chase. Their current contract expires August 2023. All participants will be notified of new terms after negotiation.

HISTORY:

TARGET IMPLEMENTATION: July 2023

SIGNIFICANT ACTION DATES



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Municode Codification | |

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

STAFF'S RECOMMENDATION: Motion to approve participation with Tarrant County contract with JP Morgan Chase for city's procurement card program

FISCAL IMPACT: Cost: -0-; Reduction in expenditure (Rebate): % based on pool expenditure tier level



TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

April 2, 2020

RFP NO. 2020-103

RFP FOR PROCUREMENT CARD SERVICES

QUESTIONS AND RESPONSES

1. How many entities of the purchasing cooperative are currently on your procurement card pricing?

Response: This is a new contract for Tarrant County; therefore, we do not know how many entities might be interested in utilizing the Tarrant County contract. Tarrant County takes a lead role in providing cooperative contracts to other entities. Currently we have 527 participating entities registered. We prefer to be able to offer this contract to our participating government entities. A list of current participating entities can be found on Tarrant County's website at <http://www.tarrantcounty.com/content/dam/main/purchasing/Cooperative Purchasing/ParticipatingEntities.pdf>.

2. Is the pricing based on an aggregate spend of all entities for the earned rebate?

Response: Yes, we would prefer a rebate for the host entity (in this case Tarrant County) based on the overall spend of all participating entities, and a rebate for each participating entity based on the individual entity's expenditures.

3. What is the annual volume for all participating entities on the purchasing card consortium?

Response: Unknown currently. See response to Question 1.

RFP FOR PROCUREMENT CARD SERVICES
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QUESTIONS AND RESPONSES, continued

4. Please clarify monthly spend of Tarrant County on the current purchasing card contract?

Response: Monthly expenditures for FY2019 averaged approximately \$30,000.

5. What mix of spend makes up the annual spend for Tarrant County, travel/entertainment, purchasing and/or accounts payable?

Response: Tarrant Counties Annual Spend is as follows:

Travel	\$120,000
Meeting	\$ 11,000
Education	\$108,000
Other	<u>\$122,000</u>
Total	\$361,000

6. On page 32, would you clarify what needs to be provided for the DUNS Number and CAGE Code? As a public entity, are we able to provide our TIN for this page instead?

Response: If you do not have a DUNS Number or CAGE Code, you do not have to provide. You may provide a TIN number if available.

7. Due to current social distancing orders that may still be in effect when the RFP is due, will the County accept an emailed copy instead of printed copies? If so, we can provide printed copies at a later date when social distancing orders have been lifted.

Response: We cannot accept an email submission. Please submit hard copies by the due date. You may have the documents delivered by U.S. Postal Service or other carriers (ex. UPS, FedEx).

8. Would you provide an updated 12-month vendor payables file? If so, can we email an excel template for file format?

Response: No.

9. How do your cardholders reconcile their card statements each month?

Response: Each cardholder receives a monthly statement, verifies each transaction, and secures his/her approving supervisor's approval within two (2) working days of receipt. Approved monthly statements and appropriate logs and documents are forwarded to the Procurement Card Coordinator.

QUESTIONS AND RESPONSES, continued

10. Do you require cardholders to receive individual paper statements or have the ability to access their statement online with the ability to download?

Response: The cardholders currently do not have the ability to access their statement on-line. Currently, cardholders receive individual paper statements. The County is interested to see what technology is available to track and control credit card purchases.

11. Do you utilize a third-party expense tool such as Extensity or Concur?

Response: No.

12. Do your buyers purchase from an eProcurement catalogue? If yes, what is the e-Procurement solution?

Response: No.

13. Under the statement of work heading, it is outlined that the annual procurement card expenditures are \$300,000 with 200 cards. Is there any other card volume within the County that would be considered as part of the bid? For example, would the County incorporate the payables and/or T&E program as part of the RFP process? If so, what are those expenditures and number of cards?

Response: We have not considered other processes at this time. However, you may submit additional information and processes available for Tarrant County's consideration. Tarrant County is not obligated to accept the additional processes.

14. If the RFP is only specific to the statement of work and nothing more; would the County consider extending an RFP for expenditures related to the payables program or Travel & Entertainment (T&E) solutions? If so, when would that time frame occur?

Response: You may submit additional information and processes available for Tarrant County's consideration. However, Tarrant County is not obligated to accept the additional processes.

15. What are the number of entities actively participating?

Response: This is a new contract, so currently none. Currently, Tarrant County is using the City of Fort Worth's contract.

RFP FOR PROCUREMENT CARD SERVICES
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QUESTIONS AND RESPONSES, continued

16. What is the total combined spend on an annual basis?

Response: Tarrant County's spend is approximately \$300,000 annually. See Section I on page 15 of the RFP document.

17. What is the number of total cards issued?

Response: Currently, approximately 200 cards. See Section I on page 15 of the RFP document.

MASTER COMMERCIAL CARD AGREEMENT

Version 2.2

This Master Commercial Card Agreement, which comprises the Master Terms together with any exhibits and Local Schedules attached thereto, as amended, supplemented or replaced from time to time (the "Master Agreement"), is made and entered into as of August 28, 2020 (the "Effective Date") and sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") shall provide commercial card services to Tarrant County ("Client") who executes this Master Agreement and/or one or more of such Client's Affiliates. Client and Bank may be referred to in this Master Agreement individually as "Party" and collectively as the "Parties". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Bank hereby agree as follows:

MASTER TERMS

1. Definitions

Each capitalized term used in this Master Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to this Master Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Master Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization such as the European Union, that apply to a Party's obligations under the Master Agreement.

Business Day means a day on which Bank is open for business as identified in the applicable Local Schedule.

Card means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Single-Use Accounts.

Card Request means a written or electronic transmittal from Client, requesting Bank to issue a Card(s).

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Master Agreement and any Cardholder Agreement.

Credit Card Network or Network means either MasterCard International, Inc. or Visa U.S.A., Inc.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client receives no direct or indirect benefit.

Local Schedule means a schedule to this Master Agreement which sets forth the terms and conditions applicable to the commercial card Programs provided to Client in a particular geographic region or country.

Marks means the name, trade name, and all registered or unregistered service marks of Client, the Network and Bank.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Master Agreement.

Single-Use Account means a one-time virtual card number generated for a single transaction.

Systems means the systems through which Client can access Account and Transaction data and reports.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under the Master Agreement.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

2. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall establish Accounts in the name of Client and, where applicable, issue Cards to employees and authorized representatives of Client who are approved by Bank and are designated and authorized by Client to incur legitimate business expenses on Client's behalf. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend the Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Master Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defenses or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Master Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- D. Supplier Recruitment. Supplier Recruitment is an optional recruitment campaign comprising of certain services provided by Bank (such services collectively, "**Supplier Recruitment**") in connection with certain products. Should Client request Supplier Recruitment services, Client shall be deemed to have accepted and agreed to the following terms of use:
 - i. Client will complete Supplier Campaign Questionnaire/Form provided by Bank;
 - ii. Client will commit to having internal resources available to address weekly recruitment needs;
 - iii. Client will provide, to the extent commercially reasonable, complete and accurate supplier information including, but not limited to, supplier name, remittance address, contact name, phone number, and email addresses.
 - iv. Should Client not have complete and accurate Supplier contact information, the Bank will offer "**Supplier Data Enrichment**", a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment. Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client. Client is solely responsible for validating Bank obtained supplier contact information during the recruitment process and prior to issuing payment to that supplier. Client acknowledges that supplier contact information is deemed to be accurate once payment has been requested.
 - v. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.
- E. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client if due to Client misuse or malfunction, in Bank's sole and reasonable discretion. Bank may suspend Client's use of Receipt Imaging for any other reason upon reasonable notice to Client.
- F. Provide to Participants, at the sole discretion of Bank, a Program through a Participation Agreement. Bank shall not be liable to Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant. For purposes of this section, "**Participant**" means any entity that has been approved by Bank to participate in the Program and has executed a Participation Agreement, and "Participation Agreement" means an agreement for commercial card services by and between Bank and a Participant, a sample of which is attached hereto as Exhibit 2.

3. Obligations of Client

In connection with the Program, Client shall:

- A. Submit Card Requests in the form and via the method required by Bank. Client shall not give, nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Bank is completed.

- B. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client's business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of Bank suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable); and (v) of the extent, if any, to which Bank will provide Transaction and Account information to third Parties at Client's request.
- C. Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) where applicable, to maintain a process ensuring timely and accurate reimbursement of all Transactions to its Cardholders; (iii) not to exceed the Credit Limit; (iv) to collect and destroy any Cards which are no longer required; and (v) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder Agreements and Cardholder documentation.
- D. If not previously provided by Bank, provide to each actual and prospective Cardholder, in accordance with Bank's instructions, Cardholder documentation supplied by Bank.
- E. Immediately notify Bank: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client's notifications obligations described herein and notwithstanding anything to the contrary contained in this Master Agreement:
- i. Liability for Fraudulent Transactions Following Notification. Client shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions made on a Card under any Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that, subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with the following fraud reduction requirements:
 - a. Client must block required high risk merchant category codes ("MCCs") identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require in writing from Bank to Client from time to time.
- If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.
- F. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client, and in any event within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period unless specified in a Local Schedule. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- G. Provide any required notification or obtain authorization under applicable privacy or data protection legislation.
- H. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client or the identity or financial condition of Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- I. Make payments for all Transactions posted to Accounts no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees as set out in Exhibit 1 to the Master Terms, however in no event shall Client be responsible for fees in excess of those allowed under Applicable Law. In the case of Corporate Liability Programs, be solely liable for all Transactions and Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. In the case of any Cards or Accounts issued under an individually-billed, individually-paid Program, Client shall pay Bank, within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing in respect of the relevant Transaction.
- J. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information annually, or as otherwise requested by Bank in form and in such detail as Bank may reasonably request.
- K. Use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards and whom Client authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client.

4. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Master Agreement, Client is responsible for all amounts including such amounts that exceed a limit.
- B. Bank may, at any time, and for any valid business reason, as determined by Bank in its sole discretion, which may include, among other things, a material adverse change in Client's financial condition, or a determination by Bank that the failure to take action would materially and adversely increase Bank's credit exposure under this Master Agreement or in the commercial card business, or actual or suspected fraud on an Account, take the following actions: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or request the provision of security or additional security except where prohibited by Applicable Law; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (vii) apply or offset any credit balance hereunder to the payment when due of any amount owing under this Master Agreement; (viii) offset any obligation of Client to Bank under this Master Agreement or otherwise against any obligation Bank owes to Client.

5. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

6. Representations and Warranties

Each Party represents, warrants and covenants that it will comply with Applicable Laws in connection with the performance of its obligations under the Master Agreement. Each Party represents and warrants that this Master Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of the Master Agreement: (A) does not breach any agreement of such Party with any third party, (B) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (C) are within its organizational powers, and (D) has been authorized by all necessary organizational action of such Party and validly executed by a person(s) authorized to act on behalf of such Party. Client also represents, warrants and covenants that it will use its commercially reasonable efforts to ensure that the Accounts and the Cards shall only be used for Client's business purposes. Client also represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Master Agreement and/or cancel any of the Accounts at any time if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank. EXCEPT AS SET FORTH IN THIS MASTER AGREEMENT OR IN ANY LOCAL SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Fees and Charges

Bank may change the fees and charges payable by Client at any time, subject to Applicable Law, only in a writing signed by both parties; provided, however, that, in the event the Bank is required to change the fees and charges due to (i) changes in Applicable Laws or regulations, (ii) changes in Network rules or (iii) a change to Bank's commercial card program offering that affects all or substantially all of Bank's clients with commercial card programs, the Bank may unilaterally change the fees and charges upon thirty (30) days prior written notice to the Client. The Client shall be deemed to have accepted such change if the Client continues to use the Program following the effective date of such change. Bank's periodic statements represent the official record of amounts due and owing by Client to Bank regardless of the method(s) by which Client elects to receive invoice information from Bank (e.g., in electronic form, mappers or other methods). Client acknowledges that it has an obligation to verify and reconcile its payment obligations to Bank's periodic statements. Client and Bank agree that all periodic statements shall be sent or made available electronically unless otherwise agreed to in writing. Client specifically agrees to the delivery and receipt of or access to such electronic periodic statements.

8. Term and Termination

- A. This Master Agreement shall commence as of the Effective Date and continue in full force and effect for a period of one (1) year with three (3) one (1) year renewals unless otherwise terminated in accordance with the terms of this Section 8. Thereafter this Master Agreement shall automatically renew for successive one-year terms unless earlier terminated as set forth herein.
- B. Client may terminate this Master Agreement for any or no reason upon thirty (30) days prior written notice to Bank. Bank may terminate this Master Agreement for any or no reason upon sixty (60) days prior written notice to Client.
- C. Either Party may terminate this Master Agreement immediately upon the occurrence of one or more of the following events: (i) the other Party's violation of Applicable Law, (ii) the liquidation, insolvency or dissolution of the other Party, (iii) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or (iv) with the exception of a payment

obligation, a Party's breach of a material obligation under this Master Agreement that is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching Party.

- D. In addition, Bank may immediately (a) terminate this Master Agreement, (b) terminate one or more services provided for in this Master Agreement, and/or (c) terminate one or more Cards upon the occurrence of one or more of the following events: (i) Client fails to remit any payment in accordance with the terms of this Master Agreement, (ii) there is a default by Client or its parent, subsidiary or affiliate in the payment of any debt owed to Bank or a Bank-related entity under any other agreement, (iii) there is a material adverse change in the business, operations or financial condition of Client, or (iv) any representation or warranty made by the Client or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.
- E. This Master Agreement shall terminate immediately upon the termination of all Accounts issued pursuant to this Master Agreement.
- F. In the event of termination of this Master Agreement by Bank in accordance with Section 8.C or Section 8.D above, Client shall immediately pay all amounts owing under the Agreement, without set-off or deduction.
- G. In the event of termination of the Master Agreement for any reason other than by Bank in accordance with Section 8.C or 8.D above, Client shall pay all amounts due and owing under this Master Agreement in accordance with the settlement terms of the Program, without set-off or deduction.
- H. Upon termination of this Master Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.
- I. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.
- J. Sections 3, 4, 5, 6, 8.D, 9, 10, and 11 of this Master Agreement shall survive the termination of the Master Agreement or any Local Schedule. Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Master Agreement shall remain in effect until all Cards and Accounts have been cancelled.

9. Limitation of Liability

- A. Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality

Except as expressly provided in this Master Agreement, all information furnished by either Party in connection with this Master Agreement, the Program or Transactions shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Master Agreement, (B) is or becomes lawfully obtainable from other sources who are not under a duty of confidentiality, (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is developed independently by the receiving Party without use of the disclosing Party's confidential information; (E) is in an aggregate form non-attributable to the disclosing Party; (F) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (G) is required by Applicable Law to be disclosed and notice of such disclosure is given (when legally permissible) to the disclosing Party, or (H) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (G), when practicable, shall be given sufficiently in advance of the disclosure to permit the other Party to take legal action to prevent disclosure. Bank may exchange (and Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided, that these authorized third parties are subject to obligations of confidentiality at least as restrictive as those set forth in this Section 10.

11. Miscellaneous

- A. Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client elects to have its Marks embossed on the Cards or provide them to Bank for other uses, Client hereby grants Bank a non-exclusive limited license to use the Marks for the foregoing purposes.
- B. If any provision of this Master Agreement is found by an arbitrator (if applicable) or court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth in this Master Agreement. The failure of either Party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- C. Bank and Client will at all times be independent contractors. In furtherance of the Parties' mutual interests in this Master Agreement, no third party will be deemed an intended or unintended beneficiary of this Master Agreement. This Master Agreement is enforceable only between the Parties hereto and shall not be subject to any actual or implied right or obligations of, or commitment to, any third party without the prior written consent of Bank.

- D. In the regular course of business, Bank may monitor, record and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- E. This Master Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and permitted assigns. This Master Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- F. This Master Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, representations, negotiations, and agreements of any kind, whether written, oral, expressed or implied, relating to the subject matter thereof. This Master Agreement may be amended or waived, subject to Applicable Law, only by notice to Client in writing from Bank.
- G. This Master Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- H. To the extent that Client would have or be able to claim sovereign immunity in any action, claim, suit, or proceeding brought by Bank, Client waives its sovereign immunity to suit for the purpose of adjudicating a claim for breach of this Master Agreement only, subject to the terms and conditions of Applicable Law regarding such waiver as it relates to Client.
- I. Unless Client provides Bank with a valid applicable exemption certificate or other proof of exemption, Client will pay or reimburse Bank upon demand for any taxes, levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Master Agreement, any Account or any Transactions, except if imposed on the overall net income of Bank. If a Tax Deduction is required by law, the amount of the payment due to Bank from Client will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due to Bank if no Tax Deduction had been required.
- J. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Master Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- K. Any disputes between the Parties hereto concerning this Master Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law provisions thereof. EXCEPT WHERE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES.
- L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- M. All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.
- N. If any credit arises on an Account with respect to a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Bank will apply the credit to offset any amount owed to Bank, either then or at any later time, under this Master Agreement. Bank may at its option pay it to the relevant Cardholder or Client using any method chosen by Bank.

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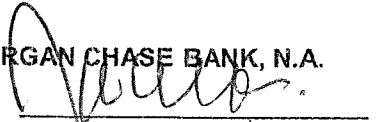
IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By

Name

Title


J. Michael Wilson
Authorized Signer

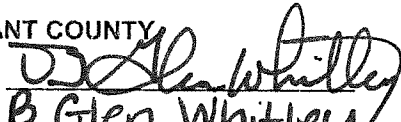
Client Authorization: The undersigned is an official, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Master Agreement. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Master Agreement and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

TARRANT COUNTY

By

Name

Title


B. Glen Whitley
County Judge

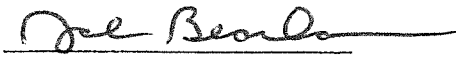
Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned official, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Master Agreement and that the person signing above on behalf of Client, whose execution of this Master Agreement was witnessed by the undersigned, is an official, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Master Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By

Name

Title


JACK BEAUCHAM
PURCHASING AGENT

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT 1 to the Master Terms FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Average File Turn" has the meaning given to it in Section 3.B.

"Combined Net Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Net Single-Use Charge Volume.

"Combined Total Charge Volume" means the sum of U.S. Total Charge Volume and U.S. Total Single-Use Charge Volume.

"Contract Year" means a 12-month period beginning on the Effective Date of this Agreement or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

"Discount Interchange Rate Transactions" means Transactions made on any and all Cards or Accounts, with an interchange rate below 2.00% under applicable Credit Card Network rules. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other interchange programs entered into by the Networks, Client/Participant, merchants, or others whereby the parties to those interchange programs have agreed to interchange rates below 2.00% for certain transactions. This does not include Transactions that do not qualify for interchange under applicable Credit Card Network rules.

"Discount Interchange Rate Transaction Volume" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts. Discount Interchange Rate Transaction Volume is comprised of two categories based on the interchange rate of each transaction:

- "Discount Interchange Transaction Volume Category 1" covers all Discount Interchange Rate Transaction Volume with interchange rate above 1.00% (interchange rates from 1.00% - 1.99%).
- "Discount Interchange Transaction Volume Category 2" covers all Discount Interchange Rate Transaction Volume with interchange rate below 1.00% (interchange rates from 0.00% - 0.99%).

"Fraudulent Transactions" means Transactions made on a Card or Account by a person, other than Participant or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Participant receives no direct or indirect benefit.

"NACo" means the National Association of Counties.

"Participant" means any government or public university entity approved by Bank to participate in the Program. This shall include any political subdivision of any U.S. state. For purposes of this Exhibit 1 only, Participant includes Client.

"Settlement Terms" means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

"U.S. Net Charge Volume" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Single-Use Charge Volume.

"U.S. Net Single-Use Charge Volume" means total charges made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Single-Use Charge Volume does not include any Discount Interchange Rate Transaction Volume.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Corporate Card, U.S. Purchasing Card, and U.S. One Card Program(s).

"U.S. Total Single-Use Charge Volume" means the sum of U.S. Net Single-Use Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Single-Use Account Program(s).

2. REBATES

A. Volume Rebate

Bank will pay each Participant a rebate based on the annual **Combined Total Charge Volume** achieved by all Participants and the annual **Combined Total Charge Volume** achieved by the individual Participant according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual **Combined Net Charge Volume** of each Participant, subject to the rebate adjustments below.

Combined U.S. One Card, U.S. Single-Use Account, U.S. Purchasing Card and U.S. Corporate Card Programs													
Annual Combined Total Charge Volume of all Participants	Volume Rebate Rate applied to annual Combined Net Charge Volume for Individual Participant at 29 File Turn Days												
	\$250k	\$1MM	\$5MM	\$10MM	\$15MM	\$20MM	\$25MM	\$30MM	\$40MM	\$50MM	\$75MM	\$100MM	\$150MM
\$1	0.50%	1.03%	1.53%	1.68%	1.73%	1.76%	1.79%	N/A	N/A	N/A	N/A	N/A	N/A
\$25,000,000	0.50%	1.04%	1.54%	1.69%	1.74%	1.77%	1.80%	1.83%	1.86%	1.89%	N/A	N/A	N/A
\$75,000,000	0.50%	1.05%	1.55%	1.70%	1.75%	1.78%	1.81%	1.84%	1.87%	1.90%	1.93%	1.95%	N/A
\$150,000,000	0.50%	1.06%	1.56%	1.71%	1.76%	1.79%	1.82%	1.85%	1.88%	1.91%	1.94%	1.96%	1.98%
\$200,000,000	0.50%	1.07%	1.57%	1.72%	1.77%	1.80%	1.83%	1.86%	1.89%	1.92%	1.95%	1.97%	1.99%
\$300,000,000	0.50%	1.08%	1.58%	1.73%	1.78%	1.81%	1.84%	1.87%	1.90%	1.93%	1.96%	1.98%	2.00%
\$400,000,000	0.50%	1.09%	1.59%	1.74%	1.79%	1.82%	1.85%	1.88%	1.91%	1.94%	1.97%	1.99%	2.01%
\$500,000,000	0.50%	1.10%	1.60%	1.75%	1.80%	1.83%	1.86%	1.89%	1.92%	1.95%	1.98%	2.00%	2.02%
\$600,000,000	0.50%	1.11%	1.61%	1.76%	1.81%	1.84%	1.87%	1.90%	1.93%	1.96%	1.99%	2.01%	2.03%
\$800,000,000	0.50%	1.12%	1.62%	1.77%	1.82%	1.85%	1.88%	1.91%	1.94%	1.97%	2.00%	2.02%	2.04%
\$1,000,000,000	0.50%	1.13%	1.63%	1.78%	1.83%	1.86%	1.89%	1.92%	1.95%	1.98%	2.01%	2.03%	2.05%

B. Discount Interchange Rate Transaction Rebate

Should all Participants in aggregate achieve the minimum annual **Combined Total Charge Volume** required to earn a Volume Rebate as stated above, Bank will pay each Participant a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Participant's Program, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for Combined U.S. One Card, U.S. Single-Use Account, U.S. Purchasing Card and U.S. Corporate Card Programs Volume by Individual Participant	
Discount Interchange Category	Discount Interchange Rebate Rate @ 29 File Turn Days
Category 1	0.90%
Category 2	0.15%

3. REBATE ADJUSTMENTS

A. NACo Referral Rebate Rate Adjustment

The above Volume Rebate schedules will be reduced by 0.15% for Participants referred to Bank by NACo. This 0.15% will be paid by Bank to NACo per the terms of the agreement between Bank and NACo.

B. Average File Turn Adjustment

- The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased, as applicable (based on the Average File Turn of Participant's Program(s) over a Contract Year ("Average File Turn Adjustment").
- The Average File Turn Adjustment for each Participant's Program(s) is calculated by determining the difference between each Participant's actual Average File Turn for such Program(s) and 29. If the Participant's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the Participant's actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

For example, programs with Settlement Terms of 30 & 14 will have an Average File Turn of 29 if Participant spends ratably throughout each cycle. Programs with Settlement Terms of 7 & 1 will have an Average File Turn of 5 if Participant spends ratably throughout each cycle.

- iii. If Participant's actual Average File Turn under Section 3.B is greater than 45 days, Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

C. Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Credit Card Networks, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Participant and authenticated by Bank. Payment is contingent upon Bank receiving Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Participant a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Participant is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Participants may elect Settlement Terms of 30 & 25, 30 & 14, 30 & 7, 14 & 7, 7 & 1, or 1 & 1 for the U.S. Single Use Account, U.S. Purchasing Card, U.S. Corporate Card, and U.S. One Card Programs, as stated on the Participant's Participation Agreement, where applicable.

6. FEES

The following are the fees associated with U.S. Single-Use Account, U.S. Purchasing Card, U.S. Corporate Card and U.S. One Card Programs:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through Bank.
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card

If a Participant requests services not listed in this schedule, the Participant agrees to pay the fees associated with such services.

LOCAL SCHEDULE FOR THE UNITED STATES

This Local Schedule for the United States ("U.S. Schedule") sets forth the terms and conditions that will apply to Bank's establishment of Accounts in the name of Client and/or one or more Client Affiliates and issuance of Cards to its and their respective employees and authorized representatives in the United States. This U.S. Schedule is made a part of and incorporated into the Master Terms as though fully set forth therein. If a provision of this U.S. Schedule conflicts with the Master Terms, the provision of this U.S. Schedule will prevail.

I. Overview

Bank shall issue Cards under the Program in the United States ("U.S. Program") in United States Dollars, and Client may participate in the U.S. Program subject to the terms of this U.S. Schedule.

II. Definitions

Capitalized terms used but not defined in this U.S. Schedule will have the meanings given to them in the Master Terms. For purposes of this U.S. Schedule, the following terms shall be defined as set forth below:

Business Day means a day on which Bank and Federal Reserve Banks are open for business.

International Transaction means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

III. Certain Additional Terms

Client represents and warrants that the Cards and Accounts to be issued and established under this U.S. Schedule are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client shall retain such applications (paper or electronic) for any Card when such application is not provided to Bank, for a period of twenty-five (25) months after the application has been received and acted upon.

IV. Fees and Incentives

The fees and charges and incentives (if any) related to this U.S. Schedule are set forth on **Exhibit 1 to the Master Terms**.

V. Notices

All notices and other communications required or permitted to be given under this U.S. Schedule shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

VI. International Transactions and Fees

If an International Transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Bank reserves the right to charge an International Transaction Fee, as specified herein. The International Transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network.

VII. Governing Law

This U.S. Schedule and any matters arising out of or in relation to this U.S. Schedule shall be governed by and construed in accordance with the laws of the State of Texas without reference to the principles of conflicts of that State.

EXHIBIT 2 to the Master Terms SAMPLE PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT

This Participation Agreement (the "Participation Agreement") is made and entered into as of _____, 20____ (the "Effective Date") by and between _____ ("Participant") and JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank").

WHEREAS, pursuant to that certain Master Commercial Card Agreement dated as of _____, 2020 (the "Master Agreement") between Tarrant County (the "Client") and Bank, Bank has agreed to provide commercial card services to Client (the "Program") on the terms and conditions of the Master Agreement, attached hereto and incorporated herein as Attachment A; and

WHEREAS, Participant desires to participate in the Program, subject to the terms and conditions of the Master Agreement as amended, supplemented, restated, or replaced from time to time;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Master Agreement shall be used herein as so defined in the Master Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, Participant and Bank hereby agree to be bound by all the terms and conditions of the Master Agreement as may be amended, supplemented, restated, or replaced from time to time, attached hereto as Attachment A. In the event of a conflict between the provisions of this Participation Agreement and the provisions of the Master Agreement, the provisions of this Participation Agreement will prevail. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Master Agreement with respect to the original Parties thereto. All references to "Client" in the Master Agreement shall be deemed to constitute references to Participant hereunder, with the exception of references in Exhibit 1 as amended, supplemented, restated, or replaced from time to time.

Without limiting the generality of the foregoing, Participant further agrees that it shall be responsible only for Transactions and for fees, charges and other amounts due under the Master Agreement related to the use of Accounts or Cards of Participant pursuant to the Master Agreement and that Client shall not be liable for any such Transactions and for any such fees, charges and other amounts.

3. **Information Sharing.** Participant acknowledges and agrees that Bank may share Participant's information with the Tarrant County to include, but not limited to, commercial card Program transaction spending volumes, average transaction size, purchase limit data and any other information deemed necessary by the Bank to facilitate the rebate incentives calculations based upon all participants' charge volume under the Tarrant County Consortium.
4. **Settlement Terms Election(s):** Pursuant to Exhibit 1, Section 5 to the Master Agreement, the Participant hereby elects: i) Settlement Terms of ____ & ____ for Participant's Purchasing Card Program; ii) Settlement Terms of ____ & ____ for Participant's One Card Program; iii) Settlement Terms of ____ & ____ for Participant's Corporate Card Program; and iv) Settlement Terms of ____ & ____ for Participant's U.S. Single-Use Account Program. For purposes of this section, "Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.
5. **Notices.** Notwithstanding the provisions of the Master Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Participant by ordinary mail, electronic transmission, through internet sites, or by such other means as the Participant and the Bank may agree upon from time to time, at the address of the Participant provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Participant's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Participant in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Participant and the Bank agree upon from time to time.
6. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each Party hereto may execute this Participation Agreement by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Parties have caused this Participation Agreement to be duly executed as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title _____

Participant Authorization: The undersigned is an official, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Participant, authorized to bind Participant to enter into and to perform its obligations under this Participation Agreement. The undersigned certifies to Bank that the governing body of Participant has adopted resolutions or other appropriate and binding measures authorizing Participant to enter into and perform its obligations under this Participation Agreement and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Participant's organizational or constituent documents, (b) have been entered into the minute books or company records of Participant, and (c) are now in full force and effect. Participant shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

PARTICIPANT

By _____
Name _____
Title _____

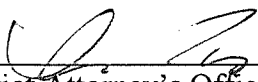
Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Participant Attestation: The undersigned official, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Participant, hereby certifies that the individual signing above on behalf of Participant has been duly authorized to bind Participant and to enter into and perform its obligations under this Participation Agreement and that the person signing above on behalf of Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an official, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Participant possessing authority to execute this Participation Agreement. Participant shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By _____
Name _____
Title _____

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Participant.

APPROVED AS TO FORM:



Criminal District Attorney's Office*

August 25, 2020
*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

J.P. Morgan Commercial Card Consortium

Consortium Anchor:

Tarrant County, TX

Contract Term:

Up to a 4-year contract beginning August 25, 2020. Term of contract is one (1) year, effective August 25, 2020, with three (3) renewal periods of one (1) year each. Master agreement to automatically renew for successive one-year terms.

Eligible Consortium

Participants:

Governmental entities,
Not-for-Profits and private universities.

Products:

Purchasing Card, Travel Card,
One Card and Virtual Card (SUA)

Payment Terms:

1/1, 7/1, 14/7, 30/7, 30/14, 30/25.
Rebate grid based on 30/14 or 29 File Turn Days.

Volume Rebate

J.P. Morgan will pay each Participant a rebate based on the annual Combined Total Charge Volume achieved by all Participants and the annual Combined Total Charge Volume achieved by the individual Participant according to the following schedule.

Annual Combined Total Charge Volume of all Participants	Combined U.S. One Card, U.S. Single-Use Account, U.S. Purchasing Card and U.S. Corporate Card Programs												
	Volume Rebate Rate applied to annual Net Charge Volume for Individual Participant at 29 File Turn Days												
	\$250k	\$1MM	\$5MM	\$10MM	\$15MM	\$20MM	\$25MM	\$30MM	\$40MM	\$50MM	\$75MM	\$100MM	\$150MM
\$1	0.50%	1.03%	1.53%	1.68%	1.73%	1.76%	1.79%	N/A	N/A	N/A	N/A	N/A	N/A
\$25,000,000	0.50%	1.04%	1.54%	1.69%	1.74%	1.77%	1.80%	1.83%	1.86%	1.89%	N/A	N/A	N/A
\$75,000,000	0.50%	1.05%	1.55%	1.70%	1.75%	1.78%	1.81%	1.84%	1.87%	1.90%	1.93%	1.95%	N/A
\$150,000,000	0.50%	1.06%	1.56%	1.71%	1.76%	1.79%	1.82%	1.85%	1.88%	1.91%	1.94%	1.96%	1.98%
\$200,000,000	0.50%	1.07%	1.57%	1.72%	1.77%	1.80%	1.83%	1.86%	1.89%	1.92%	1.95%	1.97%	1.99%
\$300,000,000	0.50%	1.08%	1.58%	1.73%	1.78%	1.81%	1.84%	1.87%	1.90%	1.93%	1.96%	1.98%	2.00%
\$400,000,000	0.50%	1.09%	1.59%	1.74%	1.79%	1.82%	1.85%	1.88%	1.91%	1.94%	1.97%	1.99%	2.01%
\$500,000,000	0.50%	1.10%	1.60%	1.75%	1.80%	1.83%	1.86%	1.89%	1.92%	1.95%	1.98%	2.00%	2.02%
\$600,000,000	0.50%	1.11%	1.61%	1.76%	1.81%	1.84%	1.87%	1.90%	1.93%	1.96%	1.99%	2.01%	2.03%
\$800,000,000	0.50%	1.12%	1.62%	1.77%	1.82%	1.85%	1.88%	1.91%	1.94%	1.97%	2.00%	2.02%	2.04%
\$1,000,000,000	0.50%	1.13%	1.63%	1.78%	1.83%	1.86%	1.89%	1.92%	1.95%	1.98%	2.01%	2.03%	2.05%

Rebate period is September 1st – August 31st and distributed by November 30th (annual rebates)

Discount Interchange Rebate Rate:

- Category 1 rate: 0.90%
- Category 2 rate: 0.15%

Average File Turn Adjustment:

- Early pay escalator .0050% for each full day Average File Turn is below 29 days
- File Turn Detractor .0050% for each full day Average File Turn is above 29 days (up to 45 days)



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023

Prepared by: Chief Randall
Aragon

Department: Police

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: BJA FY 23 Rural and Small Department Violent Crime Reduction Program

Attachment: [BJA FY 23 Grant Specifications](#)

STAFF BRIEFING:

Goals

The goal of this program is to increase the capacity of police departments or prosecutors' offices to fully implement the critical elements found in the guides to build capacity to combat violent crime.

Objectives

To provide funding to strengthen the capacity of a rural or small jurisdiction to combat violent crime through enhanced implementation of critical elements.

To provide tools and resources need to implement critical elements.

Grant specifications:

- For municipalities with less than 250 police officers.
- Funds up to \$300,000 over three years.
- No-match grant.
- We would be applying for \$300,000 to fund a Crime Analyst. It will be earmarked for that purpose and disbursed over 3 years at \$100,000 a year. This includes a \$70,000 annual salary, plus approximately \$20,000-\$30,000 annually for benefits.

HISTORY:

Currently, as approved via the *La Marque Safe City Initiative* the department employs a contract *Crime Analyst* at \$30.00 per hour, 30 hours weekly.

TARGET IMPLEMENTATION: "Initial application" of this grant is due the Department of Justice NLT June 13, 2023.

SIGNIFICANT ACTION DATES: June 13, 2023, is the deadline for initial application of this grant.



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 | |

Cost Details:

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

STAFF'S RECOMMENDATION: Chief Aragon & his Command Staff recommend that the City Council support the department in applying for this meritorious grant opportunity & approve a resolution of support to apply for this amazing grant opportunity.

FISCAL IMPACT: N/A—grant does not have any match requirement.



BJA FY 23 Rural and Small Department Violent Crime Reduction Program

Assistance Listing Number # 16.039

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171729

Solicitation Release Date: April 17, 2023 5:00 PM ET

Step 1: Application Grants.gov Deadline: June 13, 2023 8:59 PM ET

Step 2: Application JustGrants Deadline: June 20, 2023 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding under the Rural and Small Department Violent Crime Reduction Program. This program furthers the DOJ's mission by providing resources to rural and small departments to combat violent crime.

This solicitation incorporates guidance provided in the [OJP Grant Application Resource Guide](#) which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Solicitation Categories

This solicitation does not include Solicitation Categories.

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized)

BJA will consider applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as

subrecipients (subgrantees). For additional information on subawards, see the [OJP Grant Application Resource Guide](#).

BJA may elect to fund applications submitted under this FY 2023 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday–Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

Submission Information

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: The applicant must submit by the Grants.gov deadline the required **Application for Federal Assistance standard form (SF-424)** and a **Disclosure of Lobbying Activities (SF-LLL)** form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 and a SF-LLL in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov Customer Support, or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and Federal holidays.

OJP encourages applicants to review the “[How To Apply](#)” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov,

JustGrants systems.

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Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, BJA seeks to support small and rural agencies in their efforts to combat violent crime.

Statutory Authority

Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C and Consolidated Appropriations Act, 2023, Public Law 117-328.

Specific Information

Reducing violent crime requires a multifaceted, collaborative, evidence-informed, innovative strategy, and there are a wide variety of tools and subject matter experts available to help law enforcement perform this important work. However, all jurisdictions have their own challenges, stakeholders, and resources. Consequently, there is no singular or static solution to reducing violent crime.

Several years ago, the Bureau of Justice Assistance, in partnership with Major Cities Chiefs Association, developed and released the *Violent Crime Reduction Operations Guide* to assist jurisdictions in their efforts to combat violent crime. The *Violent Crime Reduction Operations Guide* outlines actions and activities that can adapt to any agency. This guide and its principles have contributed to the development and implementation of successful crime-fighting strategies throughout the country.

The guide outlines “Critical Elements,” which are essential components of crime-fighting strategies. Each element is described in a format that can assist agency executives to conduct assessments of their agency’s capacity in each respective area. An executive uses the guide to determine the level at which their agency is working in a particular area.

BJA later partnered with AEquitas to develop a companion tool, the *Prosecutors’ Guide to Reducing Violence and Building Safer Communities*, which also outlines critical crime reduction strategic principles for prosecutors’ offices through a continuum of crime reduction capacities.

This program will provide funding to small and/or rural agencies and/or to prosecutors who are interested in implementing or improving the capacity of their organization around one or more critical elements found in the *Violent Crime Reductions Operations Guide* or the *Prosecutors’ Guide to Reducing Violence and Building Safer Communities*. Applicants are also encouraged to review the resources available on the Public Safety Clearinghouse for strategic solutions.

Goals, Objectives, and Deliverables

Goals

The goal of this program is to increase the capacity of police departments or prosecutors' offices to fully implement the critical elements found in the guides to build capacity to combat violent crime.

Objectives

An applicant should address all the objectives listed below in the Goals, Objectives, Deliverables, and Timeline web-based form.

To provide funding to strengthen the capacity of a rural or small jurisdiction to combat violent crime through enhanced implementation of critical elements.

To provide tools and resources need to implement critical elements.

Deliverables

1. Complete the Violent Crime Reduction Operations Guide online assessment tool provided to successful applicants.

2. Select one or more of the critical elements within the guide to improve capacity as part of an overall violent crime reduction strategy. The strategy should incorporate the key concepts:

A. Community collaboration

B. Criminal justice partner cooperation

C. Victim-centered approaches

D. Evidence-based strategies

E. Commitment to measuring crime reduction outcomes in meaningful terms, commensurate with the scope of the violence problem and funding amount requested

3. Partner with a researcher or subject matter expert to plan, execute, and monitor the capacity-enhancement activities selected to ensure organizational growth within the capacity area and a direct link to the crime reduction strategy. Strategies may necessitate the purchase of technology. This should be part of a comprehensive plan and should be adequately justified in the implementation stage. Submit this plan to BJA prior to implementation.

4. Implement programming and activities that reflect an enhanced capacity in these areas, per the guide. Deploy agency resources such as personnel, services, or analytical tools that meet the capacity enhancement goal.

5. Document the development and implementation of strategies to reduce the violent crime problem or problems identified in their applications. These program descriptions should be memorialized in official agency documents and in a manner consistent with professional standards. Relevant agency policies and procedural manuals should be developed and/or

updated as necessary.

6. Track progress and outcomes, making adjustments as needed.
7. Participate and/or host a regional “crime fighters conference” in collaboration with BJA.
8. Provide a final report of activities and outcomes to BJA.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results, as discussed in the "Application and Submission Information" section.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information and applicable documentation to be included in the application, see the [OJP Grant Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Priority Areas

The Department of Justice is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

1. Priority Considerations Supporting Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*

In support of this [Executive Order](#), OJP will provide priority consideration when making award decisions to the following:

- A. Applications that propose project(s) that are designed to promote racial equity and the removal of barriers to access and opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality.

To receive this consideration, the applicant must describe how the proposed project(s) will address potential racial inequities and contribute to greater access to services and opportunities for communities that have been historically underserved, marginalized, and adversely affected by inequality, and identify how the project design and implementation will specifically incorporate the input or participation of those communities and populations disproportionately impacted by crime, violence, and the criminal justice system overall. Examples addressing this

requirement include, but are not limited to, the following: budgeted project planning and/or implementation meetings with community stakeholders representing historically underserved and marginalized communities; outreach and/or public awareness campaigns specifically tailored to historically underserved and marginalized communities to encourage participation in the proposed project(s); budgeted incorporation of members representing historically underserved and marginalized communities in program evaluation, surveys, or other means of project feedback; and partnership with organizations that primarily serve communities that have been historically underserved, marginalized, and adversely affected by inequality.

2. Priority Considerations Supporting Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Executive Order 14074, *Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety* requires the Attorney General, through discretionary grantmaking and training and technical assistance, to encourage and support State, Tribal, local, and territorial governments and law enforcement agencies to adopt the policies, best practices, and guidelines addressed in the executive order, including, but not limited to: (i) investigating deaths in custody; (ii) recruiting and retaining diverse and service-oriented law enforcement professionals; (iii) collecting and reporting use of force and misconduct data; (iv) improving community and law enforcement dialogue; (v) responding to individuals in mental health crisis or with disabilities; (vi) the proper and responsible use of technology; (vii) restrictions on unannounced entries and certain restraints; (viii) addressing implicit bias; (ix) restricting the use of militarized equipment; (x) broader criminal justice reform; and, (xi) officer wellness and mental health.

As such guidance is developed in accordance with the executive order, and where the guidance is applicable to the specific solicitation, DOJ will identify specific opportunities for training and technical assistance and priority consideration for applications that demonstrate or seek to support the policies of the Executive Order.

For the purposes of this solicitation, OJP and COPS will provide priority consideration for the following items, for which the DOJ has already issued policies, guidance, and/or best practices:

1. participation in the collection and reporting to DOJ of data on law enforcement use of force and deaths in custody;
2. participation in the collection and reporting to DOJ of data on officer suicides and officers killed and assaulted;
3. restrictions on unannounced entries and neck/carotid restraints; and,
4. restrictions on the possession and use of militarized equipment.

To receive this consideration, the applicant must describe how they currently support one or more of the identified policy areas or how the proposed project(s) will address one or more of the identified policy areas.

Note: Addressing these priority areas is one of many factors that OJP considers in making

funding decisions. Receiving priority consideration for one or more priority areas does not guarantee an award.

Federal Award Information

Solicitation Categories

This solicitation does not include Solicitation Categories.

Awards, Amounts and Durations

Anticipated Number of Awards

36

Anticipated Maximum Dollar Amount of Awards

\$300,000

Period of Performance Start Date

10/1/23

Period of Performance Duration (Months)

36

Anticipated Total Amount to be Awarded Under Solicitation

\$10,800,000

Continuation Funding Intent

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and the award-funded work's progress, when making continuation award decisions.

Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Type of Award

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on pre-agreement costs (also known as pre-award costs).

Limitation on Use of Award Funds for Employee Compensation: Waiver

See the [OJP Grant Application Resource Guide](#) for information on the Limitation on Use of Award Funds for Employee Compensation; Waiver.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Unmanned Aircraft Systems

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

Eligibility Information

This solicitation is limited to small law enforcement agencies, to include prosecutors, and agencies serving rural communities to include prosecutors serving rural communities or small departments. The following entities are eligible to apply for this funding opportunity:

- (1) A small agency is any law enforcement agency with 250 or fewer sworn officers.
- (2) A “rural agency,” as defined under this initiative, is (a) an agency serving any area or community, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget or (b) any agency serving one or more rural census tracts.

(3) A tribal agency is any federally recognized tribe with a designated law enforcement agency.

For information on cost sharing or match requirements, see the “Federal Award Information” section.

Notice regarding law enforcement agencies: State, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be eligible for FY 2023 DOJ discretionary grant funding. To become certified, the law enforcement agency must meet two mandatory conditions: (1) the agency’s use-of-force policies adhere to all applicable federal, state, and local laws, and (2) the agency’s use-of-force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. The certification requirement also applies to law enforcement agencies receiving DOJ discretionary grant funding through a subaward. For detailed information on this certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO> to access the Standards for Certification on Safe Policing for Safe Communities, the Implementation Fact Sheet, and the List of Designated Independent Credentialing Bodies.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Application and Submission Information

Content of Application Submission

The following application elements **must** be included in the application to meet the basic minimum requirements to advance to peer review and receive consideration for funding:

- Proposal Abstract
- Proposal Narrative
- Budget Web-Based Form (The web-based form includes the budget details and the budget narrative.)

If OJP determines that an application does not include these elements, it will neither proceed to peer review, nor receive further consideration.

Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/>

[2020/04/SPOC-4-13-20.pdf](#). If the applicant's State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State's process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting "Program is subject to E.O. 12372 but has not been selected by the State for review."

Standard Applicant Information (JustGrants 424 and General Agency Information)

The "Standard Applicant Information" section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project — including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known) — must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. See the [OJP Grant Application Resource Guide](#) for an example of a proposal abstract.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages. If the Proposal Narrative fails to comply with these length restrictions, BJA may consider such noncompliance in peer review and in final award decision.

The Proposal Narrative must include the following sections:

a. Description of the Issue

Describe why this project/these proposed activities are necessary (significance/value) or address a need. Include supporting information regarding the violent crime problem. Applicants must describe in detail how they meet the criteria for small, rural, or tribal agencies as outlined in the Eligibility section.

b. Project Design and Implementation

Describe the strategy to address the needs identified in the Description of the Issue, consistent with the goal and objectives outlined in the solicitation. List the activities and describe how they relate to the stated objectives. Activities are the specific actions to be undertaken to fulfill the program's objectives and reach the program's goal(s). Provide a detailed description of the method(s) to be used to carry out each activity. Provide a timetable indicating roughly when the activities or program milestones are to be accomplished.

If the applicant is seeking priority consideration for Priority 1(A), it should address in this section how the proposed project(s) will promote racial equity and the removal of barriers to access and opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality, and identify how the project design and implementation will specifically incorporate the input or participation of these communities.

c. Capabilities and Competencies

Describe the capabilities and competencies required to accomplish the goals and objectives of the project. Applicants must include a description of the qualifications of the researcher or subject matter expert partnering on the project as described under the Deliverables section.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the project's impact. Describe the process to accurately report data.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included as a notification that award recipients will be required to submit performance data as part of each award's reporting requirements. Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found [here](#).

BJA will require award recipients to submit performance measure data and performance reports in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Goal, Objective and Deliverables

The applicant will submit the project's goals, objectives, deliverables and timeline in the JustGrants web-based form. The applicant will also enter the projected fiscal year and quarter that each objective and deliverable will be completed. Please refer to the [Application Submission Job Aid](#) for step-by-step directions.

Goals. The applicant should describe the project's intent to change, reduce, or eliminate the problem noted in the previous section and outline the project's goals.

Program Objectives. The applicant should explain how the program will accomplish its goals. Objectives are specific, quantifiable statements of the project's desired results. They should be measureable and clearly linked to the goal.

Deliverables. Project deliverables refer to outputs—tangible or intangible—that are submitted within the scope of a project.

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (Web-based Form)

The applicant will complete the JustGrants web-based budget form. For additional information, see the [OJP Grant Application Resource Guide](#) and the [Complete the Application in JustGrants – Budget](#) training.

If the applicant is seeking priority consideration under Priority 1(A) and has proposed activities (such as community or stakeholder meetings, community outreach or public awareness campaigns, community participation in project design, implementation, or evaluation, etc.) to incorporate the input and participation of communities that have been historically underserved, marginalized, and adversely affected by inequality, financial support for the identified activities and participation must be reflected in the web-based budget form.

Pre-agreement Costs (also known as Pre-award Costs)

See the section on Costs Requiring Prior Approval in the [DOJ Grants Financial Guide Post Award Requirements](#) for more information.

Indirect Cost Rate Agreement (if applicable)

If applicable, the applicant will upload their indirect cost rate agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for more information on indirect costs.

Consultant Rate

See the [DOJ Grants Financial Guide](#) for information on the consultant rates which require prior approval from OJP.

Limitation on Employee Compensation; Waiver

See the [OJP Grant Application Resource Guide](#) for information on the Limitation on Use of Award Funds for Employee Compensation for Awards over \$250,000; Waiver.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and upload it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for the link to the questionnaire and additional information.

Disclosure of Process Related to Executive Compensation

If applicable, the applicant will upload a description of the process used to determine executive compensation as an attachment in JustGrants. See the “Application Attachments” section of the [OJP Grant Application Resource Guide](#) for information.

Additional Application Components

The applicant will attach the additional requested documentation in JustGrants.

Tribal Authorizing Resolution

An application in response to this solicitation may require inclusion of tribal authorizing documentation as an attachment. If applicable, the applicant will upload the tribal authorizing documentation as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for information on tribal authorizing resolutions.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. Once the applicant submits in Grants.gov, this information will pre-pend into JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification - DOJ High Risk Grantees

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) for additional information.

How to Apply

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: After registering with SAM, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline.

Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline. If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://justgrants.usdoj.gov) by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into

JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by June 13, 2023 8:59 PM ET

The **full application** must be submitted in JustGrants by June 20, 2023 8:59 PM ET

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the [SAM Help Desk \(Federal Service Desk\)](#), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and Federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue or that does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Criteria

Merit Review Criteria

Applications that meet the basic minimum requirements will be evaluated by peer reviewers on how the proposed project/program addresses the following criteria:

1. Statement of the Problem/Description of the Issue (15%) - evaluate the applicant's understanding of the program/issue to be addressed.
2. Project Design and Implementation (30%)- evaluate the adequacy of the proposal, including the goals, objectives, timelines, milestones, and deliverables.
3. Capabilities and Competencies (20%) - evaluate the applicant's administrative and technical capacity to successfully accomplish the goals and objectives.
4. Plan for Collecting the Data Required for this Solicitation's Performance Measures (15%) - evaluate the applicant's understanding of the performance data reporting requirements and the plan for collecting the required data.
5. Budget (20%) - evaluate for completeness, cost effectiveness, and allowability (e.g.,

reasonable, allocable, and necessary for project activities).

Other Review Criteria/Factors

Other important considerations for BJA include geographic diversity, strategic priorities (specifically including, but not limited to, those priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the Budget Web-Based form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

Review Process

Applications submitted under this solicitation that meet the basic minimum requirements will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the review criteria listed above.

OJP screens applications to ensure they meet the basic minimum requirements prior to conducting the peer review. Although specific requirements may vary, the following are common requirements applicable to all OJP solicitations:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant entity that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important Note on FAPIIS: An applicant may review and comment on any information about its organization that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant entity.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30th. See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for more information.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports. Award recipients typically must submit quarterly financial reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measure questions for this program can be found [here](#).

Application Checklist

BJA FY 2023 Rural and Small Department Violent Crime Reduction Program

This application checklist has been created as an aid in developing an application. For more information, reference [the OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov:

- Acquire or renew your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Access the funding opportunity and application package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedoij/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2023 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit(s) of \$300,000

Review Eligibility Requirement:

- Review the Eligibility section on the cover page and Eligibility Information section in the solicitation.


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### **Application Step 1**

Submit the **SF-424** and **SF-LLL** in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**
- Submit Intergovernmental Review (if applicable)

*Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:*

- a submission receipt
- a validation receipt
- a grantor agency retrieval receipt
- an agency tracking number assignment

*If no Grants.gov receipt and validation email is received, or if error notifications are received:*

- Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or [support@grants.gov](mailto:support@grants.gov) regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

### **Application Step 2**

Submit the following information in JustGrants:

Application Components

- Standard Applicant information (SF-424 information from Grants.gov)
- **Proposal Abstract\***
- **Proposal Narrative\***

Budget and Associated Documentation

- **Budget Web-Based form\***
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Process related to Executive Compensation (see [OJP Grant Application Resource Guide](#))

## Additional Application Components

- Tribal Authorizing Resolution (if applicable) (see [OJP Grant Application Resource Guide](#))
- Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- Request and Justification for Employee Compensation; Waiver (if applicable) (see [OJP Grant Application Resource Guide](#))
- Résumés of key personnel (if applicable)
- List of procurement contracts (if applicable)
- Organizational chart (if applicable)

## Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

***\*Note: Items designated with an asterisk must be submitted for an application to meet the basic minimum requirements review. If OJP determines that an application does not include the designated items, it will neither proceed to peer review, nor receive further consideration.***

## Review, Certify and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

*If no JustGrants application submission confirmation email or validation is received, or if error notification is received:*

- Contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) regarding technical difficulties. See the [OJP Grant Application Resource Guide](#) for additional information.



## **Standard Solicitation Resources**

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

[Virtual Q&A Sessions](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance and support on JustGrants system functionality.

