



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
April 22, 2024**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **APRIL 22, 2024**, 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 (councilzoom.cityoflamarque.org)**. In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (<https://www.youtube.com/watch?v=L6G8ypjyEDo>).

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

1. CALL MEETING TO ORDER
2. ROLL CALL
3. INVOCATION AND PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - 4.I. Proclamation - Crime Victims Week (April 21-27)
 - 4.II. Proclamation - Lemonade Day (May 4)
 - 4.III. Proclamation - Drinking Water Week (May 5-11)
 - 4.IV. Presentation - Vision 2050 Plan - Collaborate
5. CITIZENS PARTICIPATION
LIMITED TO THREE MINUTES PER PERSON

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. *Press *6 to mute*

or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if attending in person, and the mayor will call on you in turn.

6. MINUTES

6.I. Special City Council Minutes 04.08.2024

6.II. Regular City Council Minutes 01.22.2024

7. OLD BUSINESS

7.I. Linebarger Goggan Blair & Sampson, LLP

Consideration and approval for a Professional Collection Services Agreement with Linebarger Goggan Blair & Sampson, LLP, as being fully qualified as special counsel to perform all legal services necessary to collect unpaid utility accounts, fees, fines and costs as provided in Article 103.0031 of the Texas Code of Criminal Procedure

8. NEW BUSINESS

8.I. Proposed Resolution

Consenting to the inclusion of land into Galveston County Municipal Utility District No. 68

8.II. Proposed Resolution

Authorizing submission of application to the Motor Vehicle Crime Prevention Authority for the SB 224 Catalytic Converter Grant Program

8.III. Proposed Resolution

Designating application for grant application submission and signatory for contractual documents pertaining to the Safe Streets and Roads for All (SS4A) Grants Program by the Office of the Secretary of Transportation, U.S. Department of Transportation

8.IV. Water Conservation Plan

Discussion, possible action regarding adopting the 2024 Water Conservation Plan for the City of La Marque, Texas.

8.V. Drought Contingency Plan Update

Discussion, possible action regarding adopting the 2024 Drought Contingency Plan for the City of La Marque, Texas.

8.VI. La Marque Emancipation Trail

Discussion / possible action regarding an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the State Highway (SH) 3 Emancipation Trail Project

8.VII. Award of Funding

Discussion / possible action regarding approval and acceptance of the Award for Funding by the Texas Department of Emergency Management (TDEM) for the Stormwater Management Plan Project

8.VIII. Funding Agreement

Discussion / possible action regarding approving an Agreement with the Texas Department of Agriculture (TDA) for a Community Development Block Grant for the Wisteria Storm Sewer Project in the amount of \$500,000

8.IX. Grant Application

Discussion / possible action regarding the submission of a grant application to the Texas Book Festival for \$2,500

8.X. Preliminary Plat Extension

Discussion/ possible action regarding a request to extend approval of a Preliminary Plat for Trails of Woodhaven Lakes Section 2

8.XI. TIRZ #2 Board Request

Discussion/ possible action regarding a request from the TIRZ #2 Board for the City to cover expenditures regarding a new financing plan

8.XII. Request for Proposal

Discussion/ possible action regarding issuing a Request for Proposal for Disaster Debris Monitoring and Consulting Services

8.XIII. Request for Proposal

Discussion/ possible action regarding issuing a Request for Proposal for Disaster and/or Storm Recovery Services (debris removal)

8.XIV. Vision 2050 - Award of RFP

Discussion/ possible action regarding awarding a Request for Proposal to Collaborate for completion of Vision 2050 Plan.

8.XV. Memorandum of Understanding

Discussion / possible action regarding the establishment of a Memorandum of Understanding between the City of La Marque and Ignite Community School Mainland

9. CITY MANAGER REPORT

9.I. March 2024 Permit Report

9.II. March 2024 Fire Department Reports

9.III. March 2024 Library Statistics

9.IV. March 2024 Crime Statistics

9.V. Ticket Writers

9.VI. Walmart Community Grant Program

9.VII. Keep La Marque Beautiful Gold Award

Congratulations to Keep La Marque Beautiful on achieving Gold Star status with Keep Texas Beautiful for 2024! KLMBC was notified on April 17th of this long sought recognition from Keep Texas Beautiful. Enclosed is our 2024 digital certificate and a toolkit containing resources for our organization to utilize as we promote our achievement! Gold Star Affiliates will be formally recognized during the Keep Texas Beautiful Conference in June at the annual conference.

9.VIII. Items for the Good of the Order

Heroes Village

Eyes on La Marque

Senior Camera Registry

International Denim Day - April 24th

Hurricane Huddle - April 27th

Ignite Community Schools 25th Anniversary Celebration - April 27th

City of La Marque Election Day - May 4th

National Lemonade Day - May 4th

9.IX. Memo

Update on MOU List and Incentive Plans Requested by Council at 4/8/22 Meeting

10. REQUESTS AND ANNOUNCEMENTS

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

11. EXECUTIVE SESSION

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

11.I. Section 551.071 (Consultation with Attorney)
re: Gilbreath & Co. v. City of La Marque and La Marque Board of Adjustment;
Cause No. 23-CV-2307 in the 10th District Court of Galveston County

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

12.I. Section 551.071 (Consultation with Attorney)
re: Gilbreath & Co. v. City of La Marque and La Marque Board of Adjustment;
Cause No. 23-CV-2307 in the 10th District Court of Galveston County

13. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on MONTH DD, YYYY at _____.

Kierra K. Nance, TRMC
City Clerk

**Office of the Mayor
for the City of La Marque**

PROCLAMATION

WHEREAS, surviving a crime can have myriad lasting effects on victims, including physical, psychological, social, and financial issues;

WHEREAS, we know that countless survivors never tell anyone about what happened to them; Whereas each of us has a moral responsibility to actively participate in the healing of others;

WHEREAS, it is necessary to create safe environments for survivors of crime, providing not only support but also access to critical services and, above all, hope;

WHEREAS, victim service providers, community members, businesses, places of worship, colleagues, neighbors, and family members are capable of providing victim-centered, trauma-informed, and culturally responsive support;

WHEREAS, Whereas we must listen to survivors and be willing to create new options for support to ensure that all victims of crime can receive help and seek justice;

WHEREAS, we must do everything we can to show survivors that hope — the belief that the future will be better — is not just tangible but within their reach;

WHEREAS, National Crime Victims' Rights Week encourages all people to ask themselves the question, "How would you help a victim of crime?"

WHEREAS, Resource & Crisis Center of Galveston County, Inc. is hereby dedicated to raising awareness of options, services, and hope for crime survivors.

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim the week of April 21st through April 27th, 2024, as:

"CRIME VICTIMS WEEK"

Reaffirming this city's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 22nd day of April 2024.

Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS, Lemonade Day is an annual event that empowers youth to learn entrepreneurial skills through the operation of lemonade stands; and

WHEREAS, Lemonade Day encourages creativity, responsibility, and financial literacy among children and young adults; and

WHEREAS, Lemonade Day fosters community engagement by encouraging participants to set up stands in their neighborhoods and public spaces, thereby enhancing social interaction and local economies; and

WHEREAS, Lemonade Day provides an opportunity for participants to develop valuable skills such as budgeting, marketing, and customer service in a fun and practical way; and

WHEREAS, Lemonade Day instills in participants the importance of philanthropy by encouraging them to donate a portion of their profits to charitable causes;

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim May 4th, 2024 as:

"LEMONADE DAY"

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 22nd day of April 2024.

Keith Bell, Mayor

Office of the Mayor
for the City of La Marque

PROCLAMATION

WHEREAS; water is our most valuable natural resource as drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure the community relies on to transport quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water and infrastructure upon which current and future generations depend; and

NOW, BE IT RESOLVED, that the City of La Marque and its citizens are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it; and

NOW, THEREFORE, we the Mayor and City Council, do hereby proclaim May 5-11, 2024 as:

"DRINKING WATER WEEK"

in the City of La Marque and do hereby urge everyone in the community to strengthen their knowledge on water infrastructure.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 17TH day of April 2024.

Keith Bell, Mayor



**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MINUTES
of
April 8, 2024**

1. **CALL MEETING TO ORDER**
Mayor Bell called the meeting to order at 4:02 p.m.
2. **ROLL CALL**
All members were present with Mayor Pro Tem Compian arriving at 4:27 p.m.
3. **EXECUTIVE SESSION**
***Mayor Bell recessed the Special meeting and entered into Executive Session at 4:05 p.m.*
 - 3.I. Section 551.071 (Consultation with Attorney)
 - 3.II. Section 551.071 (Consultation with Attorney)
 - 3.III. Section 551.074 (Personnel Matters)
4. **ACTIONS TAKEN FROM EXECUTIVE SESSION**
***Mayor Bell closed the Executive Session and reconvened the Special Meeting at 6:11 p.m.*
 - 4.I. Section 551.071 (Consultation with Attorney)
No action was taken.
 - 4.II. Section 551.071 (Consultation with Attorney)
No action was taken.
 - 4.III. Section 551.074 (Personnel Matters)
No action was taken.
5. **ADJOURNMENT**
Mayor Pro Tem Compian made a motion to adjourn. Councilmember Yancy seconded.
MOTION CARRIED UNANIMOUSLY.
***Meeting was adjourned at 6:13 p.m.*

Keith Bell
Mayor

Kierra K. Nance, TRMC
City Clerk



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR MINUTES
of
January 22, 2024**

1. CALL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:05 p.m.

2. ROLL CALL

All members of council were physically present.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Jervie Windom of Resonate Church gave the invocation and Councilmember Yancy led the pledge.

4. PRESENTATIONS

4.I. Introduction of new staff members

City Manager Garcia introduced Stacy Froschner, the new court administrator.

4.II. Retirement Announcement - Curtis Barber, La Marque Fire Department (27 years)

Fire Captain Curtis Barber was honored for his 27 years of service by the presentation of a flag, a retirement plaque, and a proclamation honoring his service to the community.

4.III. Proclamation - Delta Sigma Theta Founder's Day

Councilmember Yancy read a proclamation honoring the La Marque Alumnae Chapter of Delta Sigma Theta.

5. CITIZENS PARTICIPATION

- Robert Michetich (24 N Curlew) spoke about the need for using the Central Fire Station as a polling location.
- Alan Honish () spoke about his objections to the I-3 Heavy Industrial Zone Ordinance.
- Bradley Stephenson (2603 Meadow Ln) objected to the I-3 Heavy Industrial Zone Ordinance.
- Re'Chard Loftis (309 Johnson) thanked the city administration for fixing a leak in front of his rental property. He also spoke to the need for education regarding illegal dumping.
- Jervie Windom (Resonate Church) spoke to invite the community to Night to Shine, 6 p.m. on February 9, 2024, at College of the Mainland.

- Joseph Lowry (230 Cedar) spoke regarding open records and began to speak regarding a personal issue with Mayor Bell. *He was repeatedly asked to refrain from personal attacks. He was subsequently removed from the meeting due to his consistent disruptions.*

6. MINUTES

6.I. Regular City Council Minutes 01.08.2024

Mayor Pro Tem Compian made a motion to approve the Regular City Council Minutes of January 8, 2024. Councilmember Yancy seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

7. PUBLIC HEARINGS

7.I. Ordinance No. O-2024-0001

***Mayor Bell recessed the Regular meeting and entered into a Public Hearing at 6:39 p.m.*

Robert Michetich spoke, sharing that there is a lot of history regarding this item. His concerns are regarding the lack of physical boundaries.

Brad Stephenson (2603 Meadow Ln) spoke, asking that the city be proactive and careful in the ordinance's wording. He is asking for environmental protection.

Beatrice McKinsey (404 Poplar St) spoke as a resident of the area and stated that she loves the area because it is quiet and peaceful. She shared concerns regarding the noise.

Alan Honish (2609 Meadow Ln) shared different instances across the country where railroad incidents occurred and potential adverse actions that could occur from development.

***Mayor Bell closed the Public Hearings and reconvened the Regular Meeting at 6:49 p.m.*

8. CITY MANAGER REPORT

Stood as submitted.

8.I. December 2023 Library Statistics

8.II. December 2023 Sales Tax Report

8.III. 2022-2023 Audit Findings Resolution Report

8.IV. Report from the La Marque Economic Development Corporation

8.V. LMPD Calendar Year 2023 Crime Statistics

VIDEO

Mayor Bell questioned where the crime statistics come from. It was reassured that these statistics come from the City of League City as apart of the City's membership to the League City Consortium.

9. OLD BUSINESS

9.1. Ordinance No. O-2024-0001

Mayor Bell enlisted the assistance of City Attorney Knebel in this matter, sharing that he would be amicable to additional input from the citizens. City Attorney Knebel reminded everyone that this is not a new item. This has been an ongoing discussion for the past eight years. He clarified that nothing in this ordinance exempts the Heavy Industrial Zone from the noise ordinance. He also reminded the Council and community that this ordinance does not, at this moment, rezone any property. Any development that would like rezoned would need to speak before the Council.

Councilmember Allred agreed that this item needs more input from the citizens. Mayor Pro Tem Compian shared that this results from mediation regarding an issue including the Texas City Terminal Railroad and the La Marque Economic Development Corporation. He requested that this be restricted to a very specific location. He shared that the affected area has been significantly reduced due to the proposed settlement agreement and federal law preempting the state and local laws. He reiterated that this is simply creating this heavy industrial category, although the city understands that an organization will request a rezone in the future. He shared a significant liability that the City has done its best to limit. Councilmember Yancy shared that this has been a major issue for as long as she has been on council. The residents should see what the Council has had to "unravel" to understand how we got to this point.

Councilmember Ross shared some of the concerns he has heard from residents surrounding the anticipated affected area. He also requested review of some of the restricted uses included in the ordinance.

Brad Stephenson (2603 Meadow Ln) approached, stating that he understands the powers that be from before made some bad decisions, but if the ordinance is passed as written it eliminates the ability for additional protection for the citizens.

Alan Honish again spoke regarding the environmental concerns and demanded that the citizens be allowed to decide.

Mayor Pro Tem Compian gave additional clarification regarding the authority of the City in this issue. This is merely a good-faith step, to fulfill the most important step of this agreement. Reminding the public that the City does not have the money to fulfill the potential liabilities.

Mayor Bell spoke to the historical nature of this item. He shared his support for tabling the item to further discuss with the community. He shared that the Council moved forward with the first reading because the City understands that fighting with the Texas City Terminal Railroad would be futile, as they are a behemoth of an organization.

Mayor Bell made a motion to table. Councilmember Yancy seconded the motion.

MOTION CARRIED UNANIMOUSLY.

10. NEW BUSINESS

10.1. Proposed Ordinance

Development Services Director Kathleen Van Stavern introduced representatives of

Alpha Omega Power. This is a request for a 200MW battery storage facility to sit on 6 acres of a 35-acre plot of land. The facility can hold enough energy to power the city for approximately 48 hours and will have virtually no visibility from FM 1764.

Mayor Pro Tem Compian clarified that while the facility has the equivalent amount of power for 48 hours of use, it will not be utilized in that manner it is to support the grid.

Discussions relating to training for emergency personnel, projected tax revenue, and the type of batteries being used ensued.

Councilmember Ross made a motion to approve the proposed ordinance.

Councilmember Yancy seconded the motion. **MOTION CARRIED WITH 4 AYES AND 1 NAY (COMPIAN).**

10.II. Proposed Resolution

Mayor Pro Tem Compian made a motion to adopt the proposed resolution.

Councilmember Ross seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

10.III. Proposed Resolution

Mayor Bell shared his purpose for requesting this item, Council funds are a relatively new development and parameters should be set in the form of a policy.

Councilmember Leyva Allred spoke to agree that discretionary funds should be used within the city.

Mayor Pro Tem Compian shared his opinion that these two subjects should be addressed in two separate policies.

Councilmember Yancy requested additional time to review the policy, sharing her concern that some of the travel that she attends does affect the city even if the conference or class is not explicitly related to city business.

Mayor Bell clarified that this item is just a blueprint, and will be reviewed after the seating of each council. This is the beginning of a series of policies to help the council govern themselves.

No action was taken on this item.

10.IV. Request for Proposal

Mayor Pro Tem Compian made a motion to approve the release of a Request for Proposal for a strategic plan for the City of La Marque. Councilmember Yancy seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

10.V. Elections Contract

Discussions relating to voting locations and the process of requesting additional locations ensued.

Mayor Pro Tem Compian made a motion to approve a contract with the Galveston County Elections Division with the request to include the Central Fire Station as an early voting location. Councilmember Leyva Allred seconded the motion.

MOTION CARRIED UNANIMOUSLY.

10.VI. Grant Application

Mayor Pro Tem Compian made a motion to submit an application to the Texas Parks & Wildlife Department for grant funding. Councilmember Ross seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

11. APPOINTMENTS

Mayor Pro Tem Compian reappointed Diane Winston (Building Standards Commission), Kurt Koopman (Cemetery Board), Kathy Herrin-Keith (Keep La Marque Beautiful), and Alan Waters (Planning & Zoning Commission).

Mayor Bell reappointed Crystal Cooper (Board of Adjustments), Lyndsey Gonzales (Keep La Marque Beautiful), Mike "Rock" Bock (Parks), Michel Wev (Parks), and Grayling Alexander (Planning & Zoning), provided they are all in good standing.

Mayor Pro Tem Compian made a motion to approve all appointments as submitted. Councilmember Ross seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

12. EXECUTIVE SESSION

There was no executive session.

13. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

14. ADJOURNMENT

Councilmember Leyva Allred started by saying "Let's all have a good new year and be kind to one another."

Councilmember Ross again thanked Curtis Barber for his 27 years of service. He shared that the Volunteer Appreciation Breakfast was an amazing event and his belief that it will be an interesting year. He closed by encouraging anyone who would like to run for office to turn in their paperwork by February 16, 2024.

Councilmember Yancy shared that the following day is the day for the groundbreaking of the new La Marque High School. On February 22, 2024, Shirley Harrington will be hosted at the La Marque Public Library, sponsored by Councilmember Yancy. She requested that the associate judge position be on the next agenda.

Mayor Pro Tem Compian shared that there has been crazy weather here; anyone using electric heaters please plug them into the wall, not the extension cord. He also encouraged everyone to come out to the groundbreaking of the new high school. He asked that a street program be brought to the council. He requested a quarterly workshop moving forward.

Mayor Bell reiterated his previous request for a street maintenance program, reviewing streets that were previously identified, identifying new streets, and earmarking monies towards this project. He also requested a Customer Service Plan, a comprehensive report of the Code Enforcement Division since being under the Fire Department, scheduling a joint meeting between the Planning & Zoning Commission and the Council regarding the Heavy Industrial Ordinance. He congratulated the Parks Board on receiving the Clent Brown Volunteerism Award for 2023. He gave kudos to the Public Works Department for repairing over 700 leaks; as a result, water loss has been reduced to 40%. He also gave kudos to the Finance Department for their Audit Finding mitigation policy. Lots of wonderful things are happening in our community and city.

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

***Meeting was adjourned at 9:40 PM*



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Venisha Henderson

Department: Utility Billing

Agenda Item: 7.I.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Consideration and approval for a Professional Collection Services Agreement with Linebarger Goggan Blair & Sampson, LLP, as being fully qualified as special counsel to perform all legal services necessary to collect unpaid utility accounts, fees, fines and costs as provided in Article 103.0031 of the Texas Code of Criminal Procedure

STAFF BRIEFING:

Linebarger Goggan Blair & Sampson, LLP currently performs services for assistance in collecting outstanding fees and fines on cases that have gone into warrant status. For the first time, additional services regarding delinquent utility billing collections is being proposed. Specific use of this service is to pursue first the inactive accounts. Next focus would be towards accounts beyond a 90 balance who have not already entered a payment plan or some sort of pledge from a partnering agency. Understanding the delicate economic climate, we would yield on 30-60 day delinquencies and work with them first in house towards a payment plan or some sort of assistance available through our many partnering agencies.

HISTORY:

The city has contracted with Linebarger Goggan Blair & Sampson in years prior and has successfully assisted in the collection process.

FISCAL IMPACT:

This contract has no fiscal impact on the city budget as the contract states that upon sending delinquent accounts to them a 30% fee is added. Upon payment of the delinquent account, the 30% fee that is added is paid to Linebarger Goggan Blair and Sampson, LLP.

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF GALVESTON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the CITY OF LA MARQUE acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Section 2254.1036 of the Texas Government Code for delinquent utility collection services.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent utility accounts that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such utility accounts; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding utility accounts, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of utility accounts that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Utility accounts that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of utility accounts, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines, fees, or court cost are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount collected on all utility accounts that are subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the Firm at the time payment of utility accounts are made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior

written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective February 12, 2024 (the "Effective Date") and shall expire February 12, 2029 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for two (2) additional one (1) year periods without the necessity of any further action by either party.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's

determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City Manager
City of La Marque
1111 Bayou Road
La Marque, TX 77568
409.938.9202

7.06 *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the _____ day of February, 2024.

City of La Marque

By: _____
Keith Bell, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill
Capital Partner

UTILITY BILLING

TOTAL # ACTIVE ACCOUNTS	60 DAYS	90 DAYS
296	106,834	52,133.52

TOTAL # INACTIVE ACCOUNTS	DOLLAR AMOUNT
407	118,799.15



NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City Council of the City of La Marque, Texas will be held on April 22nd, 2024 at 6:00 PM in the Council Chambers located at 1109-B Bayou Road, La Marque, Texas for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all professional legal services necessary to collect unpaid utility accounts as provided in Texas Code of Criminal Procedure Article 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid utility accounts owed to the City of La Marque, Texas, to be collected in the most effective manner. The City desires that such unpaid utility accounts be collected as provided in the Texas Code of Criminal Procedure.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest collections law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 47 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented the City for several years with competence and professionalism, in the collection of unpaid fines, fees and court costs and delinquent property taxes.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in Texas Code of Criminal Procedure Article 103.0031. The Texas Code of Criminal Procedure Article specifically provides for an additional collection fee in the amount of 30 percent in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

Entering into the proposed agreement is in the best interests of the residents of the City, because the unpaid utility accounts will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis, which would otherwise be required.

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on the 19th day of April, 2024 at 2:00 p.m.

Kasey C. Lott
Deputy City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: _____

Department: City Clerk

Agenda Item: 8.I.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Consenting to the inclusion of land into Galveston County Municipal Utility District No. 68

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

RESOLUTION NO: R-2024-00

RESOLUTION OF THE CITY OF LA MARQUE, TEXAS CONSENTING TO THE INCLUSION OF LAND INTO GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 68

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

SECTION 1. The City Council hereby grants it written consent to petition for inculsion of the land described in Exhibit A into Galveston County Municipal Utility District No. 68, subject to the terms and conditions contained in Exhibit A.

SECTION 2. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted in a place convenient to the public at the City of Hall of the City of La Marque, Texas for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council of the City of La Marque, Texas further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 3. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND ADOPTED the _____ day of _____, 2024.

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra K. Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Randall Aragon

Department: Police

Agenda Item: 8.II.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Authorizing submission of application to the Motor Vehicle Crime Prevention Authority for the SB 224 Catalytic Converter Grant Program

STAFF BRIEFING:

SB 224 Catalytic Converter Grant--April 2024

Total Amount Funded Per Grant: Grant does not list any maximum funding (no-match grant): over 12 months.

Resources requested: 40 Surveillance Cameras, 1-Unmanned Aerial Vehicle (drone), one (1) Camera Tower. Approximate total cost to fund: \$200,000

Grant Submission Deadline: May 10, 2024

HISTORY:

All items requested will either assist in patrolling in deterring thefts from motor vehicles and/or prevent thefts via detection and deterrence.

FISCAL IMPACT:

The grant is a no-match grant.

PROPOSED RESOLUTION

Authorizing submission of application to the Motor Vehicle Crime Prevention Authority for the SB 224 Catalytic Converter Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for the economic motor vehicle, including catalytic converter theft; and

WHEREAS, this grant program will assist their jurisdiction in combating catalytic converter theft; and

WHEREAS, the City of La Marque has agreed that in the event of loss or misuse of the grant funds, the City of La Marque agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

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

1. City Manager Cesar Garcia, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant.
2. Lieutenant Forest Gandy is designated as the Program Director.
3. Finance Director Christine Turner is designated as the Financial Officer for this grant.

PASSED AND APPROVED this _____ day of _____ 202__.

Keith Bell, MAYOR

ATTEST:

Kierra Nance, TRMC, City Clerk

MOTOR VEHICLE CRIME PREVENTION AUTHORITY
Fiscal Year 2024 Request for Applications – SB 224 Catalytic
Converter Grants Second Solicitation
April 5, 2024

Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2024 (FY 2024) Request for Applications (RFA). Senate Bill 224 provides that, “The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state... may be appropriated to the Authority for the activities required by this section.” To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft. Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register for at least thirty (30) days prior to the due date for Applications.

All applications submitted will be for FY 2024. If awarded an FY 2024 SB 224 Catalytic Converter Grant, the MVCPA may provide a FY 2025 grant subject to availability of funding and grantees’ positive program performance. The MVCPA may use the same FY 2024 application and prorated budget values as originally submitted for the additional period. Any ongoing program (scope) changes or budget changes will be submitted by grantees through the grant adjustment process after the creation of the second-year grants.

Due Date

Grant Applications from eligible applicants must be completely submitted on-line at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 10, 2024**. **First time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.**

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 10, 2024**.

Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards, and guidelines:

- Texas Transportation Code Chapter 1006
(<https://statutes.capitol.texas.gov/Docs/TN/htm/TN.1006.htm>)
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57
([https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=3&ti=43&pt=3](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=43&pt=3))
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas

Comptroller of Public Accounts (<https://comptroller.texas.gov/purchasing/grant-management/>)

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals (https://www.txdmv.gov/sites/default/files/body-files/MVCPA_FY20_Grant_Admin_Manual.pdf)
- This Request for Applications issued on **April 5, 2024**.

Eligible Applicants.

Only Texas law enforcement agencies through their city or county are eligible to apply for the FY 2024 SB 224 Catalytic Converter Grant funding.

Application Category

New Grant – These are potentially annual grants subject to available legislative funding. ***The 20 % Cash Match will be waived for this grant application only (FY 2024).*** Applicants meeting the eligibility requirements may submit a new grant application to the priority established by the MVCPA in the FY 2024 RFA. New applicants shall email MVCPA at GrantsMVCPA@txdmv.gov from an official governmental agency email account to request an account and that access be established.

Grant Type

Reimbursement – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

Grant Term

The FY 2024 grant cycle is a one (1) year funding cycle to begin on September 1, 2023, and end August 31, 2024. Subject to availability of funding and grantees' positive program performance the MVCPA may provide a FY 2025 grant using the same on-line application systems and prorated budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

Method of Application

Grant Applications from eligible applicants shall be completely submitted on-line at <https://MVCPA.tamu.edu> **on or before 5:00 PM, May 10, 2024**. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

Resolution Required

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The resolution shall provide that the governing body applies for the funds for the purpose provided in statute (SB 224 and this RFA) and agrees to return the grant funds in the event of loss or misuse and designate the officials that the governing body

chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body that submits an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through Interlocal Cooperation Contract or agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791, and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official, then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

Program Category

To be eligible for consideration for funding, a law enforcement taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

Law Enforcement, Detection, and Apprehension - provide financial support to law enforcement agencies for catalytic converter theft and crime enforcement teams (referred to as taskforces). Taskforces will develop organized methods to combat catalytic converter theft through the enforcement of applicable law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes development of uniform programs to prevent stolen catalytic converters from entering Mexico or being removed from Texas through outbound seaports.

Prosecution/Adjudication/Conviction - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of catalytic converter theft.

Prevention, Anti-Theft Devices and Automobile Registration - provide financial support for taskforces to work with organizations and communities to reduce the incidence of catalytic converter theft. The application shall demonstrate how financial support will assist motor vehicle owners to reduce catalytic converter theft.

Reduction of the Sale of Stolen Vehicles or Parts - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of catalytic converters. Applicants will develop organized methods to combat the sale of stolen catalytic converters using any of the following: vehicle identification number (VIN) inspections; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent sale of stolen catalytic converters.

Educational Programs and Marketing – provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist motor vehicle owners in detecting and preventing catalytic converter theft. Develop and provide specialized training or

education program(s) to the public on detecting and preventing catalytic converter theft, law enforcement on interdiction and prosecution, and government officials on detecting and preventing catalytic converter theft in this state.

Priority Funding

The MVCPA enabling statute provides that “The authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution.” (TTC Section 1006.151(c); SB 224). In addition, the following grant features will be given priority consideration in evaluating **new** grant applications:

Continuing Funded Programs in Compliance with MVCPA Grant Conditions –

Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA grant program. Applicants must provide the ongoing need and their progress and impactful performance toward detecting and preventing catalytic converter theft.

The applicant must describe the experience and qualifications of investigators used in the program and how utilization of grant inventory and resources for continued operation of these specialized investigative grant programs are useful for state and local governments.

Programs to Combat Organized Catalytic Converter Crime – Applications for detecting and preventing catalytic converter theft enforcement teams that introduce, increase, or expand efforts to detect and prevent theft of catalytic converters by organized crime.

Border and Port Security – Applications that provide specific initiatives to identify and prevent stolen catalytic converters from crossing the border with Mexico using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

Use of Technology – Applications that incorporate automatic license plate reader programs, surveillance equipment, and other uses of technology to increase the number of stolen catalytic converters recovered and the number of persons arrested for catalytic converter crimes.

Theft of Parts from a Motor Vehicle – Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

Dedicated Prosecutors – Applications that incorporate a dedicated prosecutor to increase the priority of catalytic converter theft prosecutions and decrease the number of repeat offenders through successful and timely prosecution efforts.

Supporting Documents

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

Supplanting Prohibited

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes (43 Texas Administrative Code §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

NICB – Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be reported. Time certifications are required to be made by the employee for these positions as required by TXGMS.

In-Kind Match

Only include in-kind match if necessary for the local jurisdiction. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat catalytic converter theft; 2) reflect how the grant program fits into jurisdictions' operation; 3) effectively operate a single program with multiple funding streams; and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant and in-kind.

Reporting and Webinar Attendance Requirements

Applicants that are awarded grants will be required to provide:

Quarterly Progress Reports - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward meeting statutorily required performance measures; 2) Monthly progress recorded on the Goals, Strategies and Activities report; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.

Quarterly Financial Reports – Reports of actual expenses incurred are required to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be

supported by appropriate documentation.

Webinar Attendance: One grant financial representative from the applicant agency is required to attend a monthly session via teleconference or webinar that includes information on MVCPA grant administration.

One law enforcement officer is required to attend the information sharing and networking sessions on a monthly session via teleconference or webinar that includes law enforcement issues and other MVCPA issues critical to the successful operation of MVCPA taskforces.

Funding Requirements and Conditions

- a) State Funds Availability – All awards by the MVCPA are subject to availability of state funds.
- b) Right of Refusal – The Authority reserves the right to reject any or all of the applications submitted.
- c) Awards – Publishing the RFA does not legally obligate the Authority to fund any programs.
- d) Partial Funding – The Authority may choose to offer funds for all, or any portion of a program submitted in an application.
- e) Substitution – The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.
- f) Application Required – Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.
- g) No Alternative Application Submission – Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.
- h) Review Criteria – Authority staff and any designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.
- i) Questions and Clarification – During the review period, the applicant may be contacted by Authority staff to ask questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.
- j) Final Selection – The Authority may select and award programs that best meet the statutory and legislative purposes of SB 224 and that reflect its current priorities. No appeal may be made regarding the Authority's decisions.
- k) Changes in Application – If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.
- l) Delayed Start – An applicant that is awarded a grant and does not begin operations within 30 days of the issuance of the Statement of Grant Award is considered terminated.
- m) Application instructions – the MVCPA will provide additional details and

instructions in the on-line application system that are incorporated by reference as part of this RFA and which must be followed during the application and award process.

- n) Program Income – is defined in the TxGMS. Current grantees carrying forward program income to future years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual.
- o) TCOLE Certifications Required – All law enforcement agencies regulated by Chapter 1701, Occupations Code must certify that they are in compliance with the Texas Commission on Law Enforcement standards or provide a certification from the Texas Commission on Law Enforcement that states that the requesting agency is in the process of achieving compliance with said rules.

Selection Process:

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified within ten (10) working days after the due date.

Application Workshop

Potential applicants are requested to attend the on-line “Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant Application Workshop” which has been scheduled for: **Wednesday April 24, 2024 (9:00 AM to 11:00 AM)**. Join by using the following links:

THIS MEETING WILL BE HELD REMOTELY VIA MICROSOFT TEAMS MEETING

Join on your computer, mobile app or room device.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmFmYWMxZDAtZjM4NS00NzNkLTg0YzAtMjBiNDU3MmExZGRh%40thread.v2/0?context=%7b%22Tid%22%3a%2272719f70-3533-46b3-9456-ec1235143768%22%2c%22Oid%22%3a%220514ac85-ebb6-4d6b-83c8-d095df91e59b%22%7d

Meeting ID: 276 681 916 419

Passcode: yEZLm6

Download Teams (<https://www.microsoft.com/en-us/microsoft-teams/download-app>)

Join on the web (<https://www.microsoft.com/microsoft-teams/join-a-meeting>)

Or call in (audio only)

+1 737-787-8456,,870654560# United States, Austin

Phone Conference ID: 870 654 560#

MVCPA Application Checklist

Each Applicant must:

- 1) Complete the on-line Application on or before **5:00 PM, May 10, 2024;**
- 2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, May 10, 2024.**

Appendix A
Updated Sample Motor Vehicle Crime Prevention Authority Resolution

Applicants must use the language below to meet the minimum legal elements to execute an agreement with the MVCPA through the grant application process. Cities and counties not wanting to use the sample below must address all the legal elements contained herein.

2024 **Blank City / County** Resolution or Order or Ordinance
Motor Vehicle Crime Prevention Authority

2024 Blank City / County Resolution

SB 224 Catalytic Converter Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, [GOVERNMENTAL ENTITY] has agreed that in the event of loss or misuse of the grant funds, [GOVERNMENTAL ENTITY] agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that [TITLE], is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that [Name] is designated as the Program Director and [Name] is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2024.

NAME

TITLE: County Judge /Mayor/ City Manager



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 8.III.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Designating application for grant application submission and signatory for contractual documents pertaining to the Safe Streets and Roads for All (SS4A) Grants Program by the Office of the Secretary of Transportation, U.S. Department of Transportation

STAFF BRIEFING:

- Streetlight Improvement Project analysis was completed by Adico Engineers in 2023 and was presented to the council on December 11, 2023. With the outcome of the recommendation to add/replace 1,175 lights.
- Reflective Street Markings on Cedar, Delaney, & Lake Road.
- Sidewalk project for Delany Rd., previously approved by council for a TxDOT grant.
- Sidewalk project for Bayou Rd., previously approved by the council for a TxDOT grant.
- Sidewalk repairs city wide where city infrastructure may have caused demised condition.
- Signage (Pedestrian Crossing Signs, Directional Signage, Warning Signs, Lock, Take, Hide, Crimestoppers, Directional Signs)
- Sidewalk Transportation Enhancements/Repairs: Sidewalks leading to public transportation under the Quality Jobs BIL Act.

HISTORY:

N/A

FISCAL IMPACT:

Project Request Minimum is 2.5M. Suggestion not to exceed \$5M with this request.
20% Match up to \$1 M for the maximum application amount and \$500,000 for the minimum grant mount.

\$164,000 ARPA Funding for lighting can be used as match.

\$50,000 Sidewalk ARPA Funds can be used as match

Remaining grant match funds would need to come from city match sourced and dependent on amount of the application desired.

RESOLUTION NO. XXXX-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, DESIGNATING APPLICATION FOR GRANT APPLICATION SUBMISSION AND SIGNATORY FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANTS PROGRAM BY THE OFFICE OF THE SECRETARY OF TRANSPORTATION, U.S. DEPARTMENT OF TRANSPORTATION

WHEREAS; the City of La Marque, Texas is in preparation of an application for the Safe Streets And Roads For All (SS4A) Grants Program by the Office of the Secretary of Transportation, U.S. Department Of Transportation; and

WHEREAS; the City of LaMarque, Texas finds it in the best interest of the citizens of the City of La Marque that the city be operated for the FY 2024-2025; and

WHEREAS; it is necessary to appoint persons to execute contractual application documents directly pertaining to the application submittal to the Safe Streets And Roads For All (SS4A) Grants Program by the Office of the Secretary of Transportation, U.S. Department Of Transportation; and

WHEREAS; the City of La Marque, Texas, acknowledges that if an authorized signatory of the City changes (elections, illness, resignations, etc.) the City shall provide them with a resolution stating the new authorized signatory shall be and

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

WHEREAS; the City of La Marque designates the City Manager, Cesar Garcia, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of La Marque, Texas, approves the submission of the grant applications for the Safe Streets and Roads for All (SS4A) Grants Program by the Office of the Secretary of Transportation, U.S. Department Of Transportation.

PASSES, APPROVED AND ADOPTED by the City Council of the City of La Marque on this the _____ day of _____, 2024.

CITY OF LA MARQUE, TEXAS

Keith Bell
Mayor

ATTEST:

Kierra Nance
City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.IV.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion, possible action regarding adopting the 2024 Water Conservation Plan for the City of La Marque, Texas.

STAFF BRIEFING:

- The current Water Conservation Plan was approved by the City Council in 2019.
- The Texas Commission on Environmental Quality requires a 5-year updated version of the Plan.
- Adico Engineers assisted Public Works with the Plan updates.
- The Plan provides the City and the public with specific plans and concepts to reduce water consumption to ensure that water is used wisely and efficiently and not wasted.

HISTORY:

2019 - Water Conservation Plan approved by the City Council

FISCAL IMPACT:

Adico Engineers = \$3250.00

ORDINANCE NO. O-2024-00

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS ADOPTING THE 2024 WATER CONSERVATION PLAN FOR THE CITY OF LA MARQUE, TEXAS.

Whereas, the City of La Marque Texas desires to update its Water Conservation Plan.

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

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

Section 2. Section 68-138 (a) is amended to read as follows:

(a) The City of La Marque, Texas, 2024 Water Conservation Plan attached hereto as Exhibit “A” is hereby adopted.

Section 3. It is hereby declared to be the intention of the City Council of the City of La Marque, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Section 5. 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. This Ordinance shall be effective immediately, after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

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

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

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney

2024 WATER CONSERVATION PLAN



CITY OF LA MARQUE, TEXAS
ADICO PROJECT NO. XXXXX-XX
APRIL 2024

ADICO
CONSULTING ENGINEERS

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1.0 INTRODUCTION

The City of La Marque is an incorporated City approximately 38 miles southeast of downtown Houston. La Marque contains about thirteen and one-quarter square miles of property within central Galveston County. The City lies on the mainland portion of Galveston County and is bounded on the north and east by the City of Texas City, on the west by the City of Santa Fe, and on the south by the City of Hitchcock and an unincorporated section of Galveston County.

The City of La Marque is primarily a residential community with few commercial and industrial customers. The City has an efficient City Council, "Mayor/City manager — form of government." The City Manager is responsible to the Mayor and City Council.

La Marque's mission is to effectively manage the City's water supply, production and distribution system in order to meet water supply needs and to provide safe drinking water that meets or exceeds state and federal regulations; to review the design and construction of water facilities; to ensure the adequacy of the water system; to meet projected growth requirements; and to identify and meet consumer needs and expectations. The City plans and executes activities necessary to provide expected quality services to the citizens, so that the opportunity to enjoy a high quality of life is afforded to all.

The 2023 population estimate is 19,147 (based on information from the United States Census Bureau). The City has experienced steady growth over the past several years with new costumers being added, due to new developments.

The City of La Marque's ground water (well water) plants consists of a well and booster pumps at each location. The wells are primarily on standby and are used for emergencies and peak demands. Total capacity of the three water wells is 4.536 mgd.

The City is committed to maintaining and improving the City's Water Conservation Plan by expanding the existing plan, expanding the educational program and following the guidelines and information provided by the Texas Water Development Board (TWDB).



2.0 GOALS

La Marque's City's Water Conservation Plan objectives are to improve the efficiency of water use through practices and techniques that will reduce water consumption, reduce summertime usage, especially during dry weather, reduce water loss and increase water reuse.

It is also the goal of La Marque is to expand and improve the Water Conservation Plan to achieve a one percent reduction per year in total gallons per capita per day (gpcd) over the next five (5) and ten-year (10) periods. The one percent reduction per year is recommended by the Texas State Water Conservation Implementation Task Force. The water saving target goals (gpcd) are shown in Table No. 1b below.

La Marque has done well in terms of water conservation. The City's consumption of 152 gpcd in 2019, 160 gpcd in 2020, 154 gpcd in 2021, 161 gpcd in 2022, and 135 gpcd for 2023 demonstrates an average reduction of 2%, meeting the recommended one percent reduction.

The reduction in per capita consumption is a result of a combination of conservation efforts, including the City's accounting program, water system inspection program, the water meter program, system repairs and public education.

The five (5) and ten (10) - year gpcd target goals are shown in Table No. 1a below.

Table 1a
Water Consumption Goals Based on Gallons Per Capita Per Day (gpcd)

	Actual		Target Goals		
Year	2018	2023	2026	2028	2030
Total gpcd	161	135	139	140	140

The above calculations were made by dividing the water diverted or pumped for treatment for potable use by population served.

Table 1b
Water Consumption Goals for 5- and 10-Years (gpcd)

	Historic 5-yr Average	Baseline (2023)	5-yr Goal for year 2028	10-yr Goal for Year 2033
Total GPCD	153	135	140	141
Residential GPCD				
Water Loss (GPCD)	84	61	35	7
Water Loss (Percentage)	55%	45%	25%	5%



2.1 Water Loss

Water loss is a primary concern of the City of La Marque and percent water losses and losses in gallons per capita per day (gpcd) for the last three (3) years (2021-2023) are shown in Table 2 below.

Table 2

Year	Population	Water Loss Est. (1000 gals)	% Loss	gpcd Loss
2021	18,821	615,800	58%	90
2022	19,147	655,518	58%	94
2023	19,147	425,750	45%	61

The goal/target of the City of La Marque is to reduce water loss by 4% per year over five- (5) and ten- (10) year periods.

The water loss projected goals/targets expressed in gallons per capita per day (gpcd) for five-(5) and ten- (10) year periods are reflected in Tables 3 & 4 below.

Table 3

Year	Population	Water Loss Est. (1000 gals)	gpcd Loss
2024	19,147	397,009	57
2025	19,564	366,812	51
2026	19,990	334,951	46
2027	20,425	301,364	40
2028	20,870	265,986	35

Table 4

Year	Population	Water Loss Est. (1000 gals)	gpcd Loss
2029	21,324	228,751	29
2030	21,788	189,592	24
2031	22,263	148,436	18
2032	22,747	105,212	13
2033	23,242	59,843	7



3.0 BEST MANAGEMENT PRACTICES

Water consumption in the City of La Marque is driven by a wide variety of domestic, commercial, industrial and institutional needs. Best Management Practices (BMPs), as recommended by the Texas Water Development Board (TWDB), have been developed and utilized by the City of La Marque to improve water use efficiency and for programs to assist and improve the City's water customers in the efficient use of water.

BMPs that are presently in effect and some that will be considered for implementation are described in the next paragraphs and in greater detail in following sections.

The System Water Audits and Water Loss BMP allows the City of La Marque's utility section to reliably track water use and provide the information needed to address unnecessary water and revenue losses. The Metering of all New Connections BMP has been established to create equity among customers, reduce water waste, and reduce flows to wastewater facilities. The City of La Marque presently has a Retrofit Program in place. The City is responsible for the inside inspection of all residential and commercial structures. The Water Conservation Pricing BMP is designed to discourage the wasting of water while assuring the fiscal obligations of the system are met. The prohibition of Wasting Water BMP is aimed at customers who continue to waste water despite Water Utility efforts to educate customers to reduce the wasting of water.

3.1 System Water Audit and Water Loss

To maximize the benefits of this BMP, the City uses the information from the water audit to revise meter testing and repair practices, reduce unauthorized water use, improve accounting for authorized but unbilled water and implement effective water loss management strategies. House Bill 3338 requires a retail public utility providing potable water to perform and file with the Texas Water Development Board (TWDB) every five years a water audit computing its most recent annual audit system water lost. The City of La Marque will explore the implementation of a more frequent water auditing and loss reduction by conducting an annual audit of the system.

The City already tracks water loss by their leak detection program, leak repair, meter change out and water use by the City. All City facilities are presently being metered.

Leak detection consists of utilizing the City's leak detection crews to monitor older water mains and connections and to record all water leaks so water mains with excessive leaks can be replaced. The leak detection program encompasses continuous monitor of the distribution system, especially in areas of heavy traffic, constant monitoring of storage tank levels, daily visual inspection, monitoring distribution pressure and flows, monitoring for illegal connections, water theft and to educate and inform water customers to report any and all leaks promptly. The City of La Marque has completed the Texas Water Development Board's Utility Profile form 1965-R and is included in the Water Conservation Plan. The City will utilize the information in the Utility Profile in the completion of their annual water audit.



In accordance with House Bill 3338, the City of La Marque will improve and refine their System Water Audit and Water Loss by utilizing information and assistance from the Texas Water Development Board (TWDB).

1. Monthly water pumpage records from the water well plants and monthly total water billing records will be compiled for each water service area. Wastewater flow records from the wastewater treatment plant will be maintained on a monthly basis.
2. Existing maintenance and repair records will be compiled and improved; this information may be used to track water loss from water leaks.
3. Comparisons of the pumpage versus billed water will be made to identify potential water loss or accountability.
4. Potential ideas for water reuse will be evaluated: The City does not have a golf course, but the wastewater treatment plant uses the plant effluent to operate the chlorinators and for plant washdown.

The City will provide a more detailed overall picture of water losses by using existing records, by improving overall accountability.

To track this BMP, the City will collect, assemble and maintain the following:

1. Prepare an annual audit reflecting percentage water losses and actions implemented to address data and recommendations generated by the annual audit.
2. Leak Detection - Work orders will be maintained, reflecting all leak repairs as to location, number of leaks repaired size of line and estimated water loss. The City of La Marque can take advantage of the TWDB's leak detection equipment and water conservation expertise.
3. Number of customer service line leaks, line size, estimated water loss, and actions taken to repair these leaks.
4. Additional revenue generated by initiating this BMP.



3.2 Metering (BMP)

The City of La Marque has a meter replacement program in place and in addition to the meter section, the City also employs the services of an outside meter contractor each year, or more often if necessary. The water meter contractor checks and calibrates the meter on the surface water distribution line and the meters on each well at the ground water plants. Meter calibration insures that the city will receive the maximum savings on treated surface water received from the Gulf Coast Water Authority and water pumped from the wells.

Note: All metering and meter calibrations are within an accuracy of plus or minus 5%.

The City's Metering Program consists of the following:

1. The City's meter readers are responsible for physically reading and inspecting all meters.
2. Meters one inch or smaller are replaced every twenty (20) years or when it is determined they need to be replaced.
3. Meter readers fill out work orders on meters that appear to have irregularities or broken or damaged.
4. The water accounting section flags water bills that appear to be too high or too low.
5. Construction meters are used to track water usage in the construction industry.
6. All City facilities are presently being metered.
7. Implementation of the State requirements in HB 2404, passed by the 77th State Legislature and implemented through the Texas Water Code 13.502, which requires all new townhouses and apartments be either directly metered by the utility or submetered by the owner.
8. An accounting of water savings and revenue gains through the implementation of the City's water meter repair and replacement procedures

The City will ensure that the meter program is maintained through the regular review of metered data and revision of metering policies to ensure that the maximum amount of water consumption is accounted for.

1. To track the effectiveness of the Metering BMP the City will provide the following:
2. Number and size of water meters replaced on an annual basis.
3. Number and size of water meter repaired annually.
4. Number of meters tested and results of each.
5. Estimate of water savings achieved through meter repair and replacement program.



6. Number of work orders generated for meter repair/replacement.

Every year the City will estimate its annual water saving from the Meter BMP and from records generated by the water accounting section and meter replacement section. The City will look into the monitoring water accountability on a monthly basis and maintain a running 12-month average for water loss.

3.3 Water Conservation Pricing

This BMP is intended for all utilities wishing to send price signals to customers to encourage water conservation. Water conservation pricing discourages the inefficient use or waste of water. The goal of conservation pricing is to develop long run consumption patterns consistent with cost. The City will educate their customers on the type of rate structure that the utility uses and can be provided feedback through the water bill on their monthly water use.

The City has a water and sewer rate structure that includes a progressive scale for one thru four family Units and for increases in meter sizes up to six (6) inches, which provides for service and billing for water and wastewater service based on the actual metered water use. A copy of the latest water and sewer rates and related charges are attached as Appendix E. The rates include a consumption charge based on actual gallons metered so that increasing water consumption results in a larger bill for the customer.

The City increased water rates (effective) for fiscal year 2022-2023 and anticipated that conservation pricing would have the advantage of reducing costumer use, who would see a larger percent increase in their water bill compared to the increase in water use. The rate structure is not presently shown on the customer's water bill, but the City will explore this option.

The increase in water rates has shown that conservation pricing has provided incentives to customers to reduce average and/or peak use.

The City will consider requiring new commercial and industrial customers to install separate irrigation meters, and the feasibility of retrofitting current commercial and industrial customers with irrigation meters.

The City will review the consumption patterns (including seasonal use) and its income and expense levels to determine if the conservation rates are effective and make appropriate, regular rate structure adjustments as needed.

To track this BMP, the City should maintain the following documentation:

1. A copy of the City's water and wastewater rates.
2. Customer numbers and water consumption by customer class at the beginning and end of the reporting period.



3. A copy of the education materials sent to residential, commercial and industrial customers for each calendar year, and provide water conservation literature and material to new customers when they apply for service.
4. A utility bill as stated above.
5. A utility bill reflecting water conservation information.

Elasticity studies have shown an average reduction in water use of 1 to 3 percent for every 10 percent increase in the average monthly water bill. In implementing a conservation pricing structure, consideration will be given to the factors that influence whether the new structure result in a reduction in water use. *The Water Price Elasticities for Single-Family Homes in Texas* study included several findings which suggest some water savings can be expected, as below:

1. Average price is better than marginal price in explaining the quantity of water demanded by customers
2. Customers do not understand the link between water use and sewer billing and therefore do not tend to factor sewer prices into their water use decisions.
3. The study found that for a 10 percent increase in price there was a 2 percent reduction in water use.

3.4 Prohibition on Wasting Water

This BMP should be considered by utilities that have customers who continue to waste water despite the efforts of the utility to educate customers to reduce the waste of water. Water Waste Prohibition measures are enforceable actions and measures that prohibit specific wasteful activities. Under this BMP, the City has enforcement powers to prohibit wasteful activities including:

1. Failure to fix outside faucet leaks.
2. Failure to repair service line leaks (customer's side).
3. Failure to repair personal water lines, faucets, water closets, and water heaters.
4. Allowing sprinklers and water hoses to run excessive by allowing water to run down the street and gutters and to run during rainy conditions.
5. Operate irrigation systems with missing heads and leaks.
6. Leaks and water loss from car washes and commercial laundry systems.



The BMP is implemented by the regular maintenance and operating personnel of the City and work orders are written on all leaks and repaired by work crews who are available on a twenty-four (24) hour basis.

To track this BMP the City will maintain the following documentation:

1. Copy of water waste prohibition ordinances enacted in the service area.
2. Copy of compliance or enforcement procedures implemented by the City.
3. Records of enforcement actions including public complaints of violations and utility response.
4. Records of all work orders
5. Record estimated water loss from each area.

Total water savings for this BMP can be estimated from each water-wasting measure eliminated through the actions taken under this BMP. There will be additional savings from the education of customers who may change some of their inefficient water usage practices. The City will explore other avenues and additional methods to improve this program.

3.5 Residential Toilet Replacement Program

This BMP is intended for a Municipal Water Utility that has at least twenty (20) percent of homes and apartment units in the service area constructed prior to 1995 and for which there has not been an active retrofit program to replace high flush volume toilets with 1.6 gallons per flush (gpf) toilets.

State and Federal requirements prohibit installation of new toilets using more than 1.6 gpf or more in single-family and multi-family residences. The implementation of this BMP will consist of the following:

1. A retrofit mandate for all new structures and existing structures undergoing substantial modification or additions. The buyer and seller certify that the plumbing fixtures meet the efficiency standards of the most recent plumbing code.
2. The City's water & wastewater section has its own inspection section and can expand on the retrofit program.
3. A retrofit requirement and/or ordinance triggered when ownership of the property changes. The City will require all plumbing fixtures in the single-family or multi-family unit, leased property and rental property to meet current plumbing standards when new structures and existing structures undergo substantial modification or additions.



4. The City as time permits could set up a system to inspect all single-family and multi-family units and ensure that all conform to the current plumbing codes.

The following proposed schedule will be implemented:

1. The Inspectors will prepare documentation on all inspections on all single-family residences and multi-family units that are rented, leased or if ownership of the property changes; the documentation will reflect the kind and number of units replaced, and installation completion date.
2. A plan will be developed to educate homeowners, apartment owners and managers, plumbers, and realtors about this program.
3. The City will strive to improve the implementation and expansion of the retrofit program.

To track this BMP, the City should gather the following:

1. The number of Ultra Low Flushing Toilet (ULFT) installations credited to the participant's replacement program, by year, including brand and model of toilets installed.
2. The average persons per household for single-family residences; the average person per household for multi-family units.
3. Description of ULFT replacement program.
4. Estimated water savings per ULFT replacement.

The City will continue to educate homeowners, multi-unit owners, managers, plumbers and realtors about this program and work toward developing a compliance program.

3.6 Public Information

A program for providing water conservation information to the public is an effective means of both promoting specific water conservation programs and practices and educating the public about the importance of using water efficiently.

Public information programs can result in both short and long-term water savings, though they may not be directly related to any equipment or operational change. Behavioral changes by customers will only occur if a reasonable yet compelling case can be presented with sufficient frequency to be recognized and absorbed by customers.

One of the goals is to educate customers of the overall picture of water resources in the community and how conservation is needed to meet the goals of managing and sustaining existing water supplies and to avoid or delay building new facilities. An equally important part of the program is to provide data and information on specific actions and measures the customers



should take to implement these community goals. When customers know the results of their actions have made a difference, they are encouraged to continue participation in conservation efforts.

There are a variety of tools that can be effectively used to communicate water conservation by means of public education. These include use of print, radio, television, billboards, board meetings, schools, direct distribution of materials and facility tours.

School Education will be addressed in the School Education Section.

The City of La Marque utilizes the following to inform the public the importance of water conservation and the value of water in sustaining and enhancing life:

1. Public at Large — The City holds regular meetings of the City council every month, which are open to the public; anyone is free to speak to the council, and the Council can inform the public about water conservation.
2. Water conservation information is available at the Public Works Department and at City Hall.
3. Printed Brochures — Texas Water Development Board Water Conservation literature and pamphlets will be part of the basis for information to the public, as well as preprinted brochures available from the Water Wise Council of Texas; there are many publications, brochures, videos, DVDs, etc. already available on water conservation that can be used as published or modified to meet the goals of the utility, such as: "Water IQ, Know Your Water", the following brochures were developed by the Water Conservation Task Force: "Be Water Smart indoors", "Be Water Wise Outdoors" and "Top Water Smart Tips In and Around the Home". Other TWDB brochures are "Water Conserving Tips", "Conserving Water Outdoors", and "Conserving Water Indoors". The Water Lily Press, Inc. (Located in Spring, Texas) has a wide variety of brochures and material on water conservation.

Brochures also available are published by the Texas Water Wise Council, a public/private partnership that fosters awareness and implementation of sound water management. A few of the brochures that are available are: "Irrigation-Best Management Practices", "Lawn Maintenance-Best Practice" and "Landscape-Best Management Practice".

4. The City will begin using inserts and messages with utility billing on a regular basis and can also publish water conservation messages in the local paper.
5. The City will order Leak detection kits along with other information and make them available at City Hall.
6. Tours of the water utilities facilities are also available to the public.



The goal of the City, at a minimum, is to provide information to each customer at least annually, on each action that the utility would like the customer to take. To track the progress of this BMP, the City gathers the following data:

1. The number of brochures and information distributed to the public.
2. Number of dye kits distributed to the public.
3. Number of water bills with water conservation information included.
4. Number of public-school children who received information on water conservation.
5. Number of persons who toured the City's water and wastewater facilities.
6. The total population of the City for (2018) was 16,766 (per the City's logs).
7. Results of an annual or bi-annual customer survey.

Water savings due to public information efforts are difficult to quantify. Water savings for other public information programs that result in specific actions by customers such as changes in irrigation scheduling or reduction in water waste occurrences could also be quantified through surveys or analysis of water waste reporting.

3.7 School Education

Lessons learned by students about good water use habits are often shared with the whole family.

School education programs, which may not result in quantifiable water savings, will improve and enhance a utility's public image, increase customer good will, and increase the viability of its overall water conservation efforts. The message conveyed by students to their families based upon greater knowledge of water sources and conservation can result in behavioral changes resulting in both short and long-term water savings.

The water conservations kits that are available and could be furnished to students consists of: toilet leak detection tablets, showerhead and faucet aerators, water displacement bags and instructions on repairing toilet leaks and other common water leaks.

A study by the Harris Galveston Subsidence District found an average savings of 18 percent or 1,400 gallons per month in homes where parents of students had installed efficient showerheads and aerators on bathroom and kitchen sinks. The Harris-Galveston Subsidence District does not furnish water conservation material outside their jurisdiction.

The City will strive to improve their school education program by obtaining Water Conservation Education Literature from the Texas Water Development Board, such as their 6th grade curriculum called, "Raising Your Water IQ" as well as Water Conservation Lesson Plans.



The program will require utility staff oversight and outreach efforts to schools and students. The City will track this BMP by:

1. Number of students participating in the water conservation plan.
2. Number of water conservation kits furnished to the classrooms.
3. Number of presentations made during the year.
4. Grade level and data the program expanded.

A true cost-effectiveness analysis cannot be determined without a measure of water savings. The program conducted by the Harris Galveston Subsidence District found that 1,400 gallons per month was saved by installing water savings devices in the home.

3.8 Water Wise Landscape Design and Conservation Program

This BMP is intended for Utility customers who have high water use landscapes which consume more than twice as much water in the summer as in the winter. A Utility impacted by repeated drought may also consider this BMP as a means of reducing outdoor water demand overall in their service area as a step toward long-term change of water use patterns.

The City will realize a decrease in summertime water consumption, peak pumpage and overall use by the installation of water-wise landscapes at residential properties, City properties and subsequent education to ensure efficient irrigation of the new landscapes. Water-Wise landscaping involves not only plant selection, but continued attention to appropriate irrigation and landscape maintenance.

In addition, a public education and outreach program through water-wise brochures, local media, water bills, civic groups, garden clubs and nurseries will help create a program that will bring water-wise landscape design to residential and commercial customers.

The City will explore the feasibility of initiating a landscape program which would require the use of drought-tolerant and low-water use landscaping species on all new homes.

In the typical landscape, turf grass occupies the largest area and, when managed incorrectly, receives the largest amount of irrigation. Water savings can be achieved by installation of practical turf areas and irrigation of only the turf in high impact, highly visible areas of the landscape. Irrigated turf areas should be reduced or eliminated as part of the conservation program.

Water Wise Landscape programs follow the seven principles of Xeriscape from the Texas A&M Horticulture Department, which are: planning and design, soil analysis and improvement, appropriate plant selection, practical turf areas, efficient irrigation, use of mulches and appropriated maintenance.

The implementation of this BMP involves continual public education campaigns, including public-private partnerships with gardening clubs, landscape designers and nurseries.



The City will continue with on-going public outreach and educational campaign and the following information would be provided:

1. Landscape Improvement — Best Management Practices; a brochure developed by the Water Wise Council of Texas covers soil improvement, mulch, maintenance, mowing and efficient irrigation.
2. Water IQ — Be Water-Wise Outdoors; a brochure available from the Texas Water Development Board that details Water-Wise Steps to Follow, Water-Wise Landscape Watering, Water-Wise Landscape Maintenance, Water-Wise Irrigation Equipment and Design A Water-Wise Landscape.
3. Xeriscape — Landscape with Less Water; a brochure that details the seven principles of Xeriscaping.
4. Outreach — Continue implementation and outreach program to the public, nurseries, realtors and landscape companies.
5. Rain Sensors — The City will explore the requirement of rain sensors on all automated irrigation systems and the potential to save water.
6. Evapotranspiration Controllers (ET's) — the City will explore the feasibility of requiring ET controllers on all new and reconditioned irrigation systems.

To track this BMP, the City will gather the following documentation:

1. Number of brochures, conservation devices, posters or displays distributed to the public.
2. Number of dedicated irrigation meter accounts.
3. Estimated water savings based on customer billing records.
4. Customer water use records prior to and after conversion of the landscape; this data is best compared in years of similar rainfall and after the landscape has been installed a sufficient time to establish itself.
5. Number of rain sensors and ET-controllers on automatic sprinkler systems and customer records prior to and after installation of such devices; this data is best compared in years of similar rainfall and after the landscape has been installed a sufficient time to establish itself.

Water savings will be determined from analysis of actual customer-metered water use before and after landscape conversion and after installation of rain sensors or ET controllers.



3.9 Park Conservation

This BMP is intended for all Utilities which manage parks or serve customers with parks which consume water. The visible use of water often comes under scrutiny by the public and water utility staff because of large water demand to maintain a park and because of the perception that the water use may be excessive.

The City has two public parks, and six athletic fields that require water. The public parks and athletic fields are metered. The City of La Marque does not have any public swimming pools or public water fountains. Park irrigation conservation practices, as well as the careful use of water in operation and maintenance of park facilities, can effectively reduce water demands. Under this BMP the City will require the management of the Parks to comply with the water conservation programs on Prohibition of Wasting Water and Water-Wise Landscape Design.

Under the plan, the Park Supervisor will implement a watering regiment that uses only the amounts of water necessary to maintain the viability of turf and landscape material appropriate for the use of the park. Water should only be applied to areas that are essential to the use of the park.

Conservation of water for the Parks will be achieved through BMPs on Prohibition of Wasting Water, Water-Wise Landscape Design and System Water Audit and Loss Program. As a minimum, compliance with this BMP will require the replacement of all manually controlled or quick couple irrigation systems with automatic irrigation systems and controllers. Water wasting practices during ball field irrigation will be eliminated, including water running in gutters, irrigation heads or sprinkler spraying directly on paved surfaces, operation of automatic irrigation systems without a functioning rain shut-off device, operation of an irrigation system with missing or broken heads and irrigation during summer months should be restricted to special times.

To accomplish this BMP, the City will:

1. Ensure that the landscapes of all park properties are planted and irrigated in compliance with Water Wise Landscape Design requirements.
2. Offer training for park irrigation management and as part of this training should include workshops on pesticides, soil and nutrient management for optimal water use efficiency.
3. The water usage for the parks is metered and included in the system audit and loss program.



To track the progress of this BMP, the City will gather the following documentation:

1. Metered water readings before and after any changes are implemented.
2. Changes to irrigation systems, retrofits, or upgrades, regular leak detections and maintenance policies, and estimated water savings from conservation practices.
3. Cost of repairs equipment upgrades, or new equipment installed.

Estimating total water savings for this BMP may be difficult; however, water savings can be estimated from each water-wasting measure eliminated through the actions taken under this BMP.

Swimming Pool Facilities:

The City of La Marque does not have any public swimming pools but when a public pool is added they will employ water conservation measures.

3.10 Reuse of Reclaimed Water

The direct use of reclaimed water is an effective method of reducing potable water usage. Reclaimed water is defined in the Texas Administrative Code (TAC) as "domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use, pursuant to the provisions of this chapter and other applicable rules and permits." Direct use of reclaimed water is appropriated for a number of domestic, industrial and irrigation needs where the potential for human contact is limited.

Direct use of reclaimed water is regulated by the Texas Commission on Environmental Quality (TCEQ) and Safe Drinking Water Act Standards. Included in these rules are provisions that require permission from that agency before providing reclaimed water for beneficial use and design guidelines for reclaimed water systems.

Implementation consists of the following:

1. The City is presently using the plant waste water effluent to operate the plant chlorination equipment, plant wash down and for plant irrigation.
2. The City does not have the industrial or commercial customer base to consider the expense of installing a separate water reuse water system; however, the City will explore the long-range possibilities of additional water reuse as the costs and demand for potable water continues to increase



Documentation:

1. The wastewater treatment plant is a 3.0 mgd complete mix, activated sludge treatment process. Treatment units include a lift station, bar screens, gravity thickener, two digester's, clarifier, belt press, chlorine contact chamber and a dechlorination chamber.
2. The waste water effluent is being used in the operation of the chlorination equipment and for plant wash down.
3. Number of gallons or acre-feet of previous potable water use replaced by reuse water since the implementation of the BMP.

Determination of Water Savings:

Water savings are estimated at up to 100 percent of total amount of potable water replaced by reclaimed water. Changes in operating parameters or water balance calculations which depend upon water quality parameters, such as the impact of total dissolved solids (TDS) in irrigation water require different quantities of reused water to be applied for same-end uses.

3.11 Coordination with Regional Water Planning Group

The service area of the City of La Marque is located within the Houston Region (H), and the City has provided a copy of this Plan to the Houston Region (H), Regional Water Planning Group, which is headed by Mr. Mark Evans, with the North Harris County Regional Water Authority. Mr. Evans may be contacted at (281) 440-3924.

APPENDIX A

UTILITY PROFILE

APPENDIX B

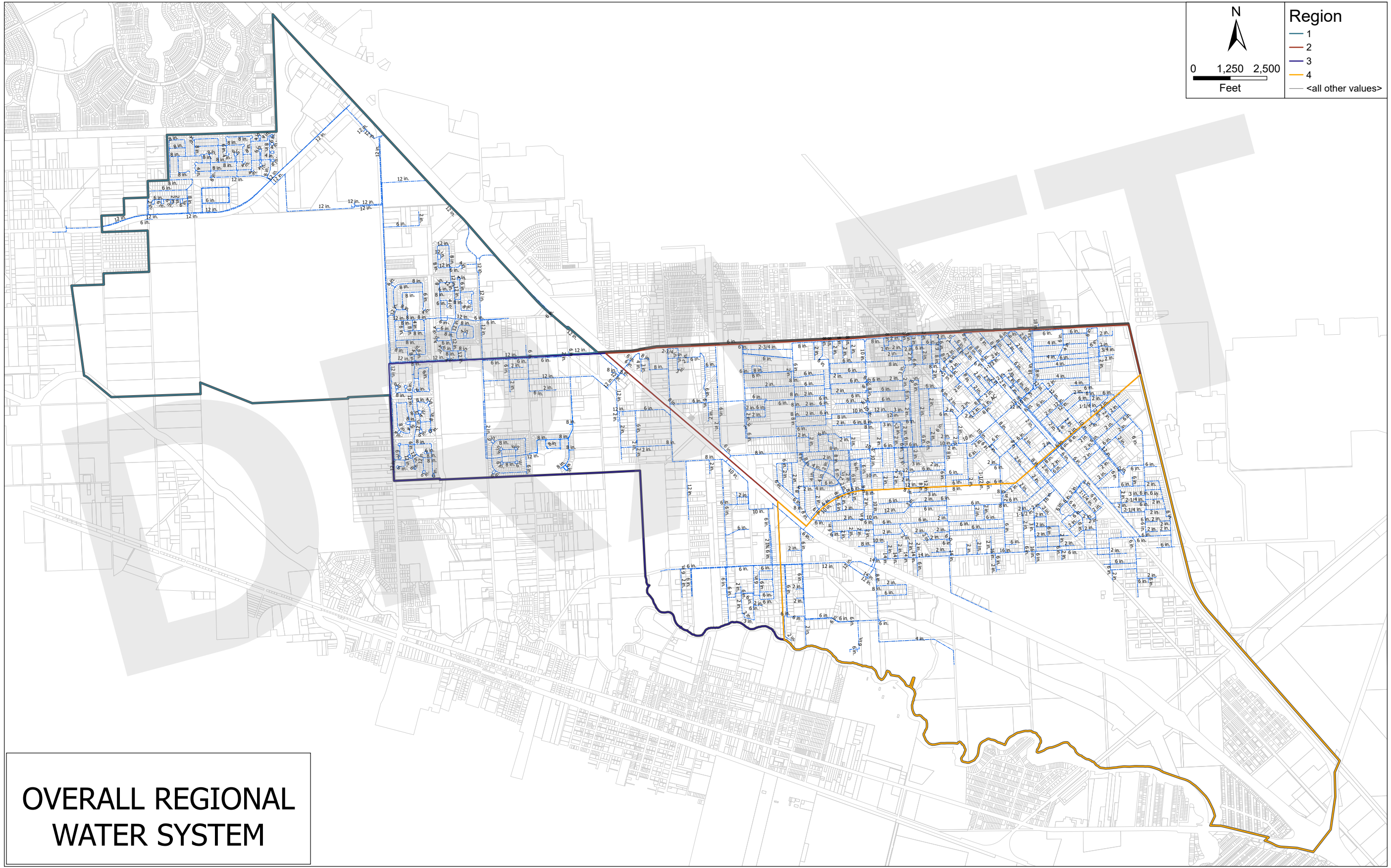
DEFINITIONS OF UTILITY PROFILE TERMS

APPENDIX C

DEFINITIONS OF COMMONLY USED TERMS

APPENDIX D

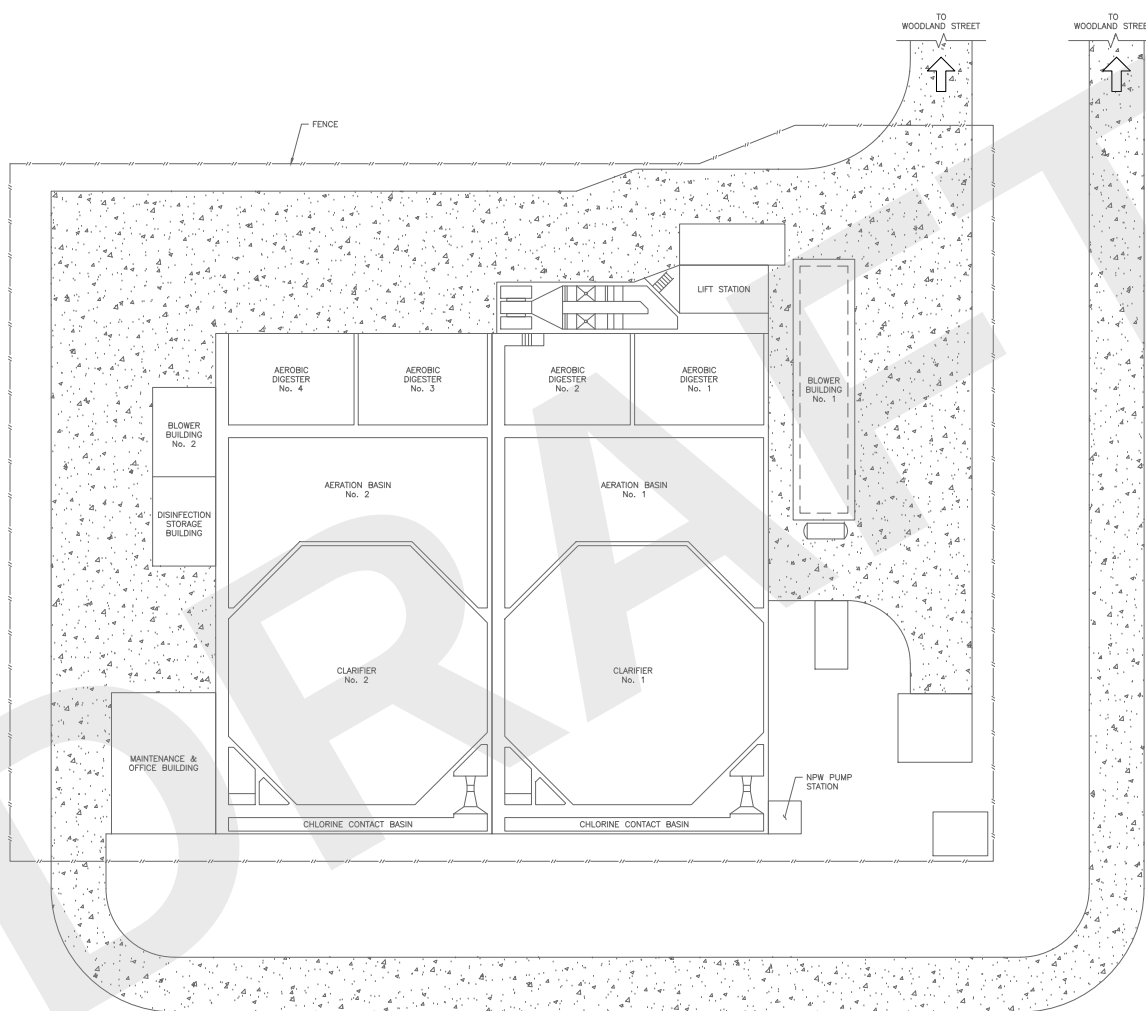
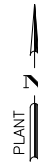
WATER SYSTEM MAP



OVERALL REGIONAL
WATER SYSTEM

APPENDIX E

SKETCH OF WASTEWATER PLANT



APPENDIX F

WATER RATES

ORDINANCE NO. O-2022-0018

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

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

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

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Residential Water and Sewer Rates

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

- (a) *Water Rates:* All residential customers, including single-family units, which shall include each mobile home whether located in a mobile home park or not and each unit of a duplex, triplex and apartments shall pay the following water rates per family unit:

For the first increment of water usage up to and including 1,000 gallons of water:

- (a) For residential and multi-family users \$12.50 plus \$1.64 per 1,000 gallons

For the increment of water usage from 1,001 gallons of water to 2,000 gallons:

- (b) For residential and multi-family users \$12.50 plus \$4.49 per 1,000 gallons plus

- (a) For the increment of water usage from 2,001 gallons of water to 5,000 gallons:

- (c) For residential and multi-family users \$12.50 plus \$5.32 per 1,000 gallons

For the increment of water usage from 5,001 gallons of water to 10,000 gallons:

- (a) For residential and multi-family users \$12.50 plus \$6.40 per 1,000 gallons

- (b) For the increment of water usage from 10,001 gallons of water and above:

- (d) For residential and multi-family users \$12.50 plus \$7.30 per 1,000 gallons

The minimum charge for each single-family and multi-family unit shall be \$12.50 per month which charge shall provide for and be applied to the payment of the bond, contract bond debt, and other fixed operating costs of the city sewer system. All

multiple unit customers such as apartments, mobile home parks, duplexes, etc., shall be charged the minimum charge of \$12.50 per month for each unit located in such apartment, mobile home park, or duplex so that by example if such apartment building contains ten apartments, the minimum monthly charge shall be \$125.00.

(b) *Sewer Rates*: All residential customers, including single-family units, which shall include each mobile home whether located in a mobile home park or not and each unit of a duplex, triplex and apartments shall pay the following sewer rates per family unit:

For the increment of sewer usage between 0 and 1,000 gallons:

(a) For residential and multi-family users \$21.23

For the increment of sewer usage between 1,001 gallons and above:

(b) For residential and multi-family users \$21.23 plus \$3.27 per 1000 gallons

Computation of the sewer rate charge shall be based upon consumption of metered water as read monthly by the city. Malfunctioning water meters that fails to register consumption average daily consumption as shown when metering operating properly.

OUTSIDE CITY LIMITS (RESIDENTIAL)

One and one-half times the charge applied inside the city limits for the same water usage.

Commercial Water and Sewer Rates

INSIDE CITY LIMITS

(a) *Water Rates*: The following rates shall apply to all commercial customers of the city water and sewer system:

For the first increment of water usage up to and including 1,000 gallons of water:

(e) For commercial users \$21.93 plus \$3.50 per 1,000 gallons

For the increment of water usage from 1,001 gallons of water to 2,000 gallons:

(f) For commercial users \$21.93 plus \$6.36 per 1,000 gallons plus

(b) For the increment of water usage from 2,001 gallons of water to 5,000 gallons:

(g) For commercial users \$21.93 plus \$8.31 per 1,000 gallons

For the increment of water usage from 5,001 gallons of water to 10,000 gallons:

(c) For commercial users \$21.93 plus \$10.74 per 1,000 gallons

(d) For the increment of water usage from 10,001 gallons of water and above:

(h) For commercial users \$21.93 plus \$14.90 per 1,000 gallons

The minimum charge commercial unit shall be \$21.93 per month which charge shall provide for and be applied to the payment of the bond, contract bond debt, and other fixed operating costs of the city sewer system.

(b) *Sewer Rates*: All commercial customers shall pay the following sewer rates per family unit:

For the increment of sewer usage between 0 and 1,000 gallons:

(a) For commercial users \$30.72;

For the increment of sewer usage between 1,001 gallons and 2,000 gallons:

(a) \$30.72 plus \$3.27 per 1000 gallons

Computation of the sewer rate charge shall be based upon consumption of metered water as read monthly by the city. Malfunctioning water meters that fails to register consumption average daily consumption as shown when metering operating properly.

OUTSIDE CITY LIMITS (COMMERCIAL)

One and one-half times the charge applied inside the city limits for the same water usage.

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

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

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

PASSED AND APPROVED by the City Council of the City of La Marque on First Reading this 12th day of December, **2022**; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this 23rd day of January, **2023**.

CITY OF LA MARQUE, TEXAS



Keith Bell, Mayor

ATTEST:



Kierra Nance, TRMC
City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney

APPENDIX G

MAP OF WATER PLANTS

APPENDIX H
RESOLUTION FOR ADOPTION OF
UPDATED WATER CONSERVATION PLAN

RESOLUTION NO. 2024-00 _____

**A RESOLUTION BY THE CITY COUNCIL OF LA MARQUE, TEXAS,
ACKNOWLEDGING RECEIPT OF THE 2024 WATER CONSERVATION PLAN.**

WHEREAS, the City of La Marque recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought;

WHEREAS, the City recognizes that natural limitations due to drought conditions and other act of God cannot guarantee an uninterrupted water supply for all purposes.

WHEREAS, Section 11.1272 and subchapter A of Chapter 288 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a water conservation plan; and

WHEREAS, as authorized under law, and in the best interests of the citizens of La Marque, Texas, the City deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies.

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

- Section 1.** That the City Council hereby acknowledges receipt of the 2024 Water Conservation Plan.
- Section 2.** That the 2024 Water Conservation Plan attached hereto as Exhibit A and made part hereof for all purposes be, and the same is hereby adopted as, the official policy of the City of La Marque.
- Section 3.** That the Public Works Director is hereby directed to implement, administer, and enforce the 2024 Water Conservation Plan.
- Section 4.** That this resolution shall take effect immediately upon its passage.

PASSED, APPROVED and ADOPTED on this the ____ Day of _____, 2024.

CITY OF LA MARQUE, TEXAS

ATTEST

By: _____
Keith Bell, Mayor

By: _____
Kierra Nance, TRMC, City Clerk

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 1, 2023

Subject: WCP, WCIR, DCP Five-Year Submittals

The Texas Commission on Environmental Quality (TCEQ) requires certain entities to submit an updated Water Conservation Plan (WCP), Water Conservation Implementation Report (WCIR), and/or Drought Contingency Plan (DCP) to the TCEQ every five years for review as required by Title 30 Texas Administrative Code Chapter 288. The next five-year submittal deadline is **May 1, 2024**.

Documents can be submitted via email to wcp@tceq.texas.gov as early as January 1, 2024. Please include **"Five-Year Plan Submittal"** in the subject line of your email. Note, TCEQ rules also require some entities to provide a copy of their WCP to the Texas Water Development Board (TWDB) by the deadline.

	Type of Entity	Required Documents
Water Conservation Planning	Surface water rights holder with 1,000 acre-feet or more for municipal, industrial, and mining uses	WCP & WCIR to TCEQ WCP to TWDB
	Surface water rights holder with 10,000 acre-feet or more for irrigation uses	WCP & WCIR to TCEQ WCP to TWDB
Drought Contingency Planning	Retail Public Water Supplier with less than 3,300 connections	Must have adopted DCP available for inspection by TCEQ. Not required to submit.
	Retail Public Water Supplier with 3,300 or more connections	DCP to TCEQ WCP to TWDB
	Wholesale Public Water Supplier	DCP to TCEQ
	Irrigation District	DCP to TCEQ

For additional information on Water Conservation and Drought Contingency Planning visit www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/conserved.html (WCP) and www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/contingency.html (DCP) or contact TCEQ Resource Protection staff by phone at (512) 239-4600 or by e-mail at wcp@tceq.texas.gov.

Sincerely,

Leslie Patterson
Leslie Patterson, Team Leader
Resource Protection Team
Water Availability Division





CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.V.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion, possible action regarding adopting the 2024 Drought Contingency Plan for the City of La Marque, Texas.

STAFF BRIEFING:

The current Drought Contingency Plan (DCP) was approved by the City Council in 2019. The Texas Commission on Environmental Quality requires that the DCP is updated every 5 years.

The DCP details specific procedures that will be taken during a drought condition. Adico Engineers assisted the Public Works Department with the updated 2024 DCP

HISTORY:

2019 - Current DCP was approved by the City Council with Ordinance

FISCAL IMPACT:

Adico Engineers - \$3,250.00

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

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The Texas Commission on Environmental Quality (TCEQ) requires certain entities to submit an updated Water Conservation Plan (WCP), Water Conservation Implementation Report (WCIR), and/or Drought Contingency Plan (DCP) to the TCEQ every five years for review as required by Title 30 Texas Administrative Code Chapter 288. The next five-year submittal deadline is **May 1, 2024**.

Documents can be submitted via email to wcp@tceq.texas.gov as early as January 1, 2024. Please include **"Five-Year Plan Submittal"** in the subject line of your email. Note, TCEQ rules also require some entities to provide a copy of their WCP to the Texas Water Development Board (TWDB) by the deadline.

	Type of Entity	Required Documents
Water Conservation Planning	Surface water rights holder with 1,000 acre-feet or more for municipal, industrial, and mining uses	WCP & WCIR to TCEQ WCP to TWDB
	Surface water rights holder with 10,000 acre-feet or more for irrigation uses	WCP & WCIR to TCEQ WCP to TWDB
Drought Contingency Planning	Retail Public Water Supplier with less than 3,300 connections	Must have adopted DCP available for inspection by TCEQ. Not required to submit.
	Retail Public Water Supplier with 3,300 or more connections	DCP to TCEQ WCP to TWDB
	Wholesale Public Water Supplier	DCP to TCEQ
	Irrigation District	DCP to TCEQ

For additional information on Water Conservation and Drought Contingency Planning visit www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/conserved.html (WCP) and www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/contingency.html (DCP) or contact TCEQ Resource Protection staff by phone at (512) 239-4600 or by e-mail at wcp@tceq.texas.gov.

Sincerely,

Leslie Patterson
Leslie Patterson, Team Leader
Resource Protection Team
Water Availability Division



ORDINANCE NO. O-2024-00

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS ADOPTING THE 2024 DROUGHT CONTINGENCY PLAN FOR THE CITY OF LA MARQUE, TEXAS.

Whereas, the City of La Marque Texas desires to update its Drought Contingency Plan.

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

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

Section 2. Section 68-138 (b) is amended to read as follows:

(a) The City of La Marque, Texas, 2024 Drought Contingency Plan attached hereto as Exhibit “A” is hereby adopted.

Section 3. It is hereby declared to be the intention of the City Council of the City of La Marque, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Section 5. 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. This Ordinance shall be effective immediately, after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

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

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

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney

2024 DROUGHT CONTINGENCY PLAN



CITY OF LA MARQUE, TEXAS
ADICO PROJECT NO. XXXXX-XX
APRIL 2024

ADICO
CONSULTING ENGINEERS

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



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INTRODUCTION

Section I. Description and Location

The City of La Marque is an incorporated City approximately thirty-eight miles southeast of downtown Houston. La Marque contains about thirteen and one-quarter square miles of property within central Galveston County. The City lies on the mainland portion of Galveston County and is bounded on the north and east by the City of Texas City, on the west by the City of Santa Fe, and on the south by the City of Hitchcock and an unincorporated section of Galveston County.

The City of La Marque is primarily a residential community with few commercial and industrial customers.

Section II. Population

The 2022 population estimate is 19,147 (based on information from the United States Census Bureau).

Section III. Boundaries and Political Jurisdictions

The City of La Marque is located in northwestern Galveston County approximately thirty-eight (38) miles southeast of downtown Houston. The City is bounded by Interstate Highway 45, State Highway 3, and Farm roads 519, 1765, and 2004.

Section IV. Water Source

The City of La Marque's potable water is supplied from two sources. The first is the surface water supply purchased and furnished by the Gulf Coast Water Authority's (GCWA) surface water treatment plant located in Texas City, Texas. The surface water source provides the City with 95% of their potable water, and the other source is from ground water (well water) which provides the remaining 5%.

The City of La Marque also has two (2) water wells to provide potable water to its customers during high demand and emergency conditions. The well is capable of producing 1,225 gpm (1.764 MGD).

The well water is obtained from the Gulf Coast Aquifer, and the wells are permitted by the Harris-Galveston Subsidence District.

Section V. Mission Statement

The primary mission of the Utility is as follows:

- a. Provide adequate water volume and pressure for firefighting
- b. Provide potable water for public consumption, public safety, and welfare.
- c. Provide quality service.



The intent of the City of La Marque's Drought Contingency Plan will be to reduce unnecessary consumption of water by implementing efficient water use practices in times needed. Currently, the City has no shortage of water; however, the City recognizes the benefits of having a plan should a drought occur.

Section VI. Critical Customers

The City has no dominant "critical" customers with the exception of the school system and day care facilities. There are no hospitals, nursing centers or major commercial or industrial installations. The City does not know of any customer who is water dependent for life support or medical reasons that live within the City.

Section VII. Goal

The goal of the City's Drought Contingency Plan will be to provide temporary procedures for mandatory and voluntary action, which will reduce demand on the water supply system during a water shortage situation. The Plan will include mechanisms for prohibiting certain other uses during emergency water shortages.



DROUGHT CONTINGENCY PLAN

Section I. Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of the water supply facilities, with particular regard for domestic water use, sanitation and fire protection, and to protect and preserve public health, welfare and safety, and to minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of La Marque hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (Plan) are considered to be non-essential and continuation of such uses during times of water shortage, or other emergency water supply conditions, are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of the Plan.

Section II. Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of scheduling a meeting to receive comments, input, notifying the public by notices in the local paper, postings at City Hall, and by utilizing the local radio stations.

Section III. Public Education

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of:

- Utility bill inserts
- Direct mailing
- Sponsor school programs to promote Water Conservation Education
- Newspaper advertisement/school function directories (i.e., football programs, ads-yearbook, ads-FFA and 4-H programs)
- Distribute and have available brochures on water conservation.

Section IV. Coordination with Regional Water Planning Groups

The service area of the City is located within the Houston Region (H), and the City has provided a copy of this Plan to the Houston Region (H), Regional Water Planning Group, which is headed by Mr. Mark Evans, with North Harris County Regional Water Authority. Mr. Evans may be contacted at (281) 440-3924.



Section V. Authorization

The City's Director of Public Works or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon a determination that such implementation is necessary to protect public health, safety, and welfare. The City's Director of Public Works or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI. Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City. The terms "persons" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII. Definitions

For the purposes of this Plan the following definitions shall apply:

Aesthetic Water Use: Water use for ornamental or decorative purposes such as fountains, reflecting pools and water gardens.

Mayor: Chief executive for the City.

Commercial and Institutional Water Use: Water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants and office buildings.

Conservation: Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: Any person, company or organization using water supplied by the City.

Designee: Any City employee designated by the Mayor and/or City Manager with the authority to enforce the Drought Contingency Plan.

Domestic Water Use: Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation or for cleaning a residence, business, industry, or institution.

Even Number Address: Street addresses, box numbers or rural postal route numbers ending in 0, 2, 4, 6 or 8 and locations without addresses.



City Manager: Manages all departments of the City and is responsible to the City Council Members.

Industrial Water Use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscaping Irrigation Use: Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-Essential Water Use: Water uses that are not essential or required for the protection of public health, safety, and welfare, including:

1. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except where otherwise provided under the Plan.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle.
3. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surfaced areas.
4. Use of water to wash down buildings or structures for purposes other than immediate fire protection.
5. Flushing gutters or permitting water to run or accumulate in any gutter or street.
6. Use water to fill, refill or add to any indoor or outdoor swimming pools or Jacuzzi-type pools.
7. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
8. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such a leak(s).
9. Use of water from hydrants for construction purposes or any other purposes than fire fighting.

Odd numbered address: Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.



Section VIII. Criteria for Initiation and Termination of Drought Response Stages

The City's Director of Public Works and his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, which is when the specified "triggers" are reached.

Stage 1 Triggers – MILD Water Shortage Conditions

Requirements for Initiation: Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII-Definitions, when:

1. The GCWA (Gulf Coast Water Authority)'s Surface Water Treatment Plants curtail production and/or delivery or if the distribution system is compromised.
2. Average daily water consumption reaches 85% of production capacity for three (3) days.
3. The static level of the water wells begins to fall below normal operating conditions.
4. Weather conditions are to be considered in drought classification determinations. Predicted long cold or dry periods and conditions are to be considered in impact analysis.

Requirements for Termination: Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

Stage 2 Triggers - MODERATE Water Shortage Conditions

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of the Plan when:

1. The GCWA (Gulf Coast Water Authority)'s Surface Water Treatment Plants curtail production and/or delivery.
2. The static water level in the wells continues to decline.
3. Average daily water consumption reaches 100% of the rated production capacity for a three-day period.
4. Storage capacity (water level) is not being maintained during a period of 100% rated production period.
5. Weather conditions indicate that a mild drought will exist for several days.

Requirements for Termination: Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.



Stage 3 Triggers – SEVERE Water Shortage Conditions

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of the Plan when:

1. The GCWA (Gulf Coast Water Authority)’s Surface Water Treatment Plants curtail production and/or delivery.
2. The average daily water consumption exceeds the system’s capacity.
3. The average daily water consumption will not enable storage levels to be maintained.
4. System demand exceeds high service pump capacity.
5. Failure of the water well system or distribution system.
6. Water system is contaminated either accidentally or intentionally.
7. Water system fails from “acts of God” (tornados, hurricanes) or man. Severe conditions are reached immediately upon detection.

Requirements for Termination: Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers – EMERGENCY Water Shortage Conditions

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions for Stage 4 of the Plan when the Director of Public Works or his/her designee determines that a water supply emergency exists based on:

8. Raw water from Brazos River via the Coastal Water Authority (CWA) is contaminated and/or the raw water conveyance system is compromised.
9. GCWA (Gulf Coast Water Authority)’s Surface Water Treatment Plants are rendered inoperable due to “acts of God” such as hurricanes, tornadoes, and major storms.
10. Major water main break or system failures occur, which causes unprecedented loss of capability to provide adequate water service.
11. Water system is contaminated either accidentally or intentionally (biologically or chemically).
1. Water system is rendered inoperable or unreliable due to terrorist activity.

Requirements for Termination: Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.



Stage 5 Triggers – EMERGENCY Water Shortage Conditions

Requirements for Initiation: Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the City’s Public Works Director, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line break which causes unprecedented loss of capability to provide water service.
2. Water system fails from “acts of God” (hurricanes, tornados).
3. Water system is contaminated either accidentally or intentionally.
4. Water system is rendered inactive due to terrorist activity.
5. GCWA (Gulf Coast Water Authority)’s Surface Water Treatment Plant facilities are rendered inoperable due to “acts of God” such as hurricanes, tornadoes, and major storms.

Requirements for Termination: Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

Stage 6 Triggers – WATER ALLOCATION

Requirements for Initiation: Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with requirements and restrictions for Stage 5 of this Plan when:

1. The GCWA (Gulf Coast Water Authority)’s Surface Water Treatment Plant curtails production and/or Delivery.
2. Average daily water consumption reaches 100% of production capacity for three (3) consecutive days.
3. Static level in the City’s water wells falls to a critical level.
4. Weather predictions are for continued dry weather with no letup in sight.

Requirements for Termination: Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.



Section IX. Drought Response Stages

The City's Director of Public Works or his/her designee shall monitor water supply and/or demand conditions on a daily basis and in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a mild, moderate, severe, or emergency water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public: The City's Director of Public Works or his/her designee shall notify the public by means of:

- a. Publication in a newspaper of general circulation
- b. Direct mail to each customer
- c. Public service announcements
- d. Signs posted in public places.
- e. Take-home fliers from schools

Additional Notification: The City's Director of Public Works or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities based upon the respective drought stages:

- a. Fire Chief(s)
- b. TCEQ (required when **mandatory** restrictions are imposed)
- c. Major water users
- d. Critical water users, i.e., hospitals and schools
- e. Parks/street superintendents and public facilities managers
- f. City and/or County emergency management coordinators



Stage 1 Response – MILD Water Shortage Conditions

Target: Achieve a voluntary 10% reduction in total daily water consumption.

Best Management Practices for Supply Management:

1. Develop an information center and designate information person.
2. Advise the public of condition and publicize the availability of information from the center.
3. Encourage voluntary reduction of water use.
4. Contact commercial and industrial users and explain the necessity for the initiation of strict conservation methods.
5. Implementation of system oversight and make adjustments as required to meet changing conditions.
6. Discontinue flushing of water mains.

Voluntary Water Use Restrictions for Reducing Demand:

1. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
2. All operations of the City shall adhere to water use restrictions prescribed in Stage 2 of the Plan.
3. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.



Stage 2 Response – MODERATE Water Shortage Conditions

Target: Achieve a 15% reduction in total daily water demand

Best Management Practices for Supply Management:

1. The city will reduce or discontinue flushing water mains.
2. Reduce or discontinue irrigation of landscape areas.
3. During winter months, request that customers insulate pipes rather than running their water to prevent freezing.

Water Use Restrictions for Reducing Demand: Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.



5. Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, with the exception of the use of water from designated fire hydrants for construction purposes allowed under special permit from the City.
6. The following uses of water are defined as non-essential and are prohibited:
 - a. Wash down of any sidewalks, driveways, parking lots, tennis courts, or other hard-surfaced areas.
 - b. Use of water to wash down buildings or structures for purposes other than immediate fire protection.
 - c. Use of water for dust control.
 - d. Flushing gutters or permitting water to run or accumulate in any gutter or street.
 - e. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).



Stage 3 Response – SEVERE Water Shortage Conditions

Target: Achieve a 25% reduction in total daily consumption (i.e., total water use, daily water demand, etc.).

Best Management Practices for Supply Management:

1. The city will reduce or discontinue flushing water mains.
2. Reduce or discontinue irrigation of landscape areas.
3. During winter months, request that customers insulate pipes rather than running their water to prevent freezing.

Water Use Restrictions for Reducing Demand: All requirements of Stage 2 shall remain in effect during Stage 3 except:

1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 A.M. and between 8:00 P.M. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety and welfare are prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 A.M. and 10:00 A.M. and between 6:00 P.M. and 10:00 P.M.
3. The filling, refilling, or adding water to swimming pools, wading pools, and Jacuzzi-type pools are prohibited.
4. No application for new, additional, expanded or increased-in-size water service connections, meters, service lines, pipeline extensions, mains or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
5. The use of water for construction purposes from designated fire hydrants under the special permit is to be discontinued.
6. All restaurants are prohibited from serving water to patrons except upon request.



Stage 4 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 35% reduction in total daily consumption (i.e., total water use, daily water demand, etc.).

Best Management Practices for Supply Management:

1. The city will reduce or discontinue flushing water mains.
2. Reduce or discontinue irrigation of landscape areas.
3. During winter months, request that customers insulate pipes rather than running their water to prevent freezing.

Water Use Restrictions for Reducing Demand: All requirements of Stage 3 shall remain in effect during Stage 4 except:

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle and/or construction equipment is prohibited.
3. No application for new, additional, expanded or increased-in-size water service connections, meters, service lines, pipeline extensions, mains or water service facilities of any kind shall be approved.

Stage 5 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 50% reduction in total daily consumption.

Best Management Practices for Supply Management:

1. Discontinue flushing water mains unless there are health concerns.
2. Discontinue irrigation of the City's landscape areas.
3. No application for new, additional, expanded or increase-in-size water service connections, meters, service lines, pipeline extensions, mains or water service facilities of any kind shall be approved.

Stage 6 Response – Water Allocation

In the event that water shortage conditions threaten public health, safety and welfare, the Director of Public Works or his/her designee is hereby authorized to allocate water according to the following water allocation plan on the next page.



Single Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<u>Persons per Household</u>	<u>Gallons per Month</u>
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per Household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the City of a greater number of persons per household on a form prescribed by the Director of Public Works. The Director of Public Works shall make his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the City of La Marque offices to complete and sign the form claiming more than two (2) persons per household.

New customers may claim more persons per household at the time of applying for water service on the form prescribed by the Director of Public Works. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of La Marque on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of La Marque in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the Director of Public Works shall adopt methods to ensure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of La Marque of a reduction in the number of persons in the household shall be fined not less than \$200.00.

Residential water customers shall pay the following surcharges:

- a. \$100 for the first 1,000 gallons over allocation
- b. \$200 for the second 1,000 gallons over allocation
- c. \$300 for the third 1,000 gallons over allocation
- d. \$400 for each additional 1,000 gallons over allocation

Surcharges shall be cumulative.



Commercial Customers

A monthly water allocation shall be established by the Director of Public Works or his/her designee, for each non-residential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% of the customer's usage of the billing period of the same month in the previous year. If the customer's billing history is less than a year, the monthly average of the period for which there is a record shall be used for any monthly period for which no history exists. However, a customer 75% of whose monthly usage is less than 6,000 gallons shall be allocated 6,000 gallons. The Director of Public Works shall make his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of La Marque to determine the allocation.

Upon request of the customer or at the initiative of the Director of Public Works, the allocation may be reduced or increased if: 1) the designated period does not accurately reflect the customer's normal water usage; 2) one non-residential customer agrees to transfer part of its allocation to another non-residential customer or; 3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Director of Public Works and/or his/her designee. Non-residential commercial customers shall pay the following surcharges:

Customers whose allocation is 6,000 gallons through 10,000 gallons per month:

- a. \$100 per 1,000 gallons for the first 1,000 gallons over allocation
- b. \$200 per 1,000 gallons for the second 1,000 gallons over allocation
- c. \$300 per 1,000 gallons for the third 1,000 gallons over allocation
- d. \$400 per 1,000 gallons for each additional 1,000 gallons over allocation

Customers whose allocation is 10,001 gallons per month or more:

- a. Five times the block rate for each 1,000 gallons in excess of the allocation up through 5% above allocation
- b. Ten times the block rate for each 1,000 gallons from 5% through 10% above allocation
- c. Fifteen times the block rate for each 1,000 gallons from 10% through 15% above allocation
- d. Twenty times the block rate for each 1,000 gallons more than 15% above allocation

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.



Industrial Customers

A monthly water allocation shall be established by the Director of Public Works or his/her designee for each industrial customer which uses water for processing purposes. The industrial customer's allocation shall be approximately 90% of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85% of the customer's water usage baseline.

The industrial customer's water use baseline will be computed on the average water use for the 12-month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The Director of Public Works shall make his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of La Marque to determine the allocation.

Upon request of the customer or at the initiative of the Director of Public Works, the allocation may be reduced or increased if: 1) the designated period does not accurately reflect the customer's normal water use because the customer had shut down a major processing unit for repair or overhaul during the period; 2) the customer has added or is in the process of adding significant additional processing capacity; 3) the customer has previously implemented significant permanent water conservation measures so as to limit the ability to further reduce water use; 5) the customer agrees to transfer part of its allocation to another industrial customer; or 6) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Director of Public Works and/or his/her designee. Industrial customers shall pay the following surcharges.

Customers whose allocation is 6,000 gallons through 10,000 gallons per month:

- a. \$300 per 1,000 gallons for the first 1,000 gallons over allocation
- b. \$400 per 1,000 gallons for the second 1,000 gallons over allocation
- c. \$500 per 1,000 gallons for the third 1,000 gallons over allocation
- d. \$600 per 1,000 gallons for each additional 1,000 gallons over allocation



Customers whose allocation is 10,001 gallons per month or more:

- a. Ten times the block rate for each 1,000 gallons in excess of the allocation up through 5% above allocation
- b. Fifteen times the block rate for each 1,000 gallons from 5% through 10% above allocation
- c. Twenty times the block rate for each 1,000 gallons from 10% through 15% above allocation
- d. Twenty-five times the block rate for each 1,000 gallons more than 15% above allocation

The surcharges shall be cumulative. As used herein, “block rate” means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer’s allocation.



Section X. Enforcement

1. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of the Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City's Director of Public Works or his/her designee, in accordance with provisions of the Plan.
2. Any person who violates the Plan is guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than One Hundred Dollars (\$100.00) and not more than Two Hundred Dollars (\$200.00) each day that one or more of the provisions in the Plan is violated. Each violation shall constitute a separate offense. If a person is convicted of three or more distinct violations of the Plan, the Director of Public Works shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occurred. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$200, and any other costs incurred by the City in discontinuing a service. In addition, suitable assurance must be given to the City's Director of Public Works that the same action shall not be repeated while the Plan is in effect. Compliance with the Plan may also be sought through injunctive relief in the Municipal Court.
3. Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation committed by a child occurred on property within the parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of the Plan and that the parent could not have reasonably known of the violation.
4. Any employee of the City, police officer, or other City employee designated by the City's Director of Public Works may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the designated Municipal Court on the date shown on the citation, which date shall not be less than three (3) days or more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's residence. The alleged violator shall appear in the Municipal Court designated on the citation to enter a plea of guilty or not guilty for the violation of the Plan. If the alleged violator fails to appear in the Municipal Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and, if possible, given preferential setting in Municipal Court before all other cases.



Section XI. Variances

The City's Director of Public Works or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under the Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with the Plan cannot be technically accomplished during the duration of the water supply shortage or other conditions for which the Plan is in effect.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City's Director of Public Works or his/her designee and shall include the following:

- a. Name and address of the petitioner(s).
- b. Purpose of water use.
- c. Specific provision(s) of the Plan from which the petitioner is requesting relief.
- d. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- e. Description of the relief requested.
- f. Period of time for which the variance is sought.
- g. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of the Plan and the compliance date.
- h. Other pertinent information.

EXHIBIT A

City Resolution for Adoption of Updated Drought Contingency

RESOLUTION NO. 2024-00 _____

**A RESOLUTION BY THE CITY COUNCIL OF LA MARQUE, TEXAS,
ACKNOWLEDGING RECEIPT OF THE 2024 DROUGHT CONTINGENCY PLAN.**

WHEREAS, the City of La Marque recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought;

WHEREAS, the City recognizes that natural limitations due to drought conditions and other act of God cannot guarantee an uninterrupted water supply for all purposes.

WHEREAS, Section 11.1272 and subchapter A of Chapter 288 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the citizens of La Marque, Texas, the City deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies.

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

- Section 1.** That the City Council hereby acknowledges receipt of the 2024 Drought Contingency Plan.
- Section 2.** That the 2024 Drought Contingency Plan attached hereto as Exhibit A and made part hereof for all purposes be, and the same is hereby adopted as, the official policy of the City of La Marque.
- Section 3.** That the Director is hereby directed to implement, administer, and enforce the 2024 Drought Contingency Plan.
- Section 4.** That this resolution shall take effect immediately upon its passage.

PASSED, APPROVED and ADOPTED on this the ____ Day of _____, 2024.

CITY OF LA MARQUE, TEXAS

ATTEST

By: _____
Keith Bell, Mayor

By: _____
Kierra Nance, TRMC, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.VI.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion / possible action regarding an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the State Highway (SH) 3 Emancipation Trail Project

STAFF BRIEFING:

- The City participated with TxDOT to submit an application for Transportation Alternative (TA) funding for the Emancipation Trail Project, which TxDOT is planning from Houston to Galveston. (Sidewalk improvements are considered TA Projects)
- The proposed Emancipation Trail extend[s] approximately 51 miles from the Osterman Building and Reedy Chapel in Galveston, Texas, along Texas State Highway 3 and Interstate Highway 45 North to Freedmen's Town, and then to Independence Heights and Emancipation Park in Houston, Texas, following the migration route taken by newly freed slaves and other persons of African descent from the major 19th century seaport town of Galveston to the burgeoning community of Freedmen's Town located in the 4th Ward of Houston, Texas.
- The Public Works Department contracted with Adico Engineers to produce the preliminary application for sidewalk improvements for the SH3 Emancipation Trail and resubmitted a previously submitted application for Bayou Road and a new application for Delany Road.
- The SH3 Project was the only project selected for final application submission.
- The Application was completed by Adico Engineers, with assistance from Alice Ashley, Provision Resources for Grant writing and TxDOT engineering, who will handle the final design of the project.
- TxDOT will also be responsible for the entire project, including design, construction, inspection and financial details.
- The Project Funds are derived from federal transportation funding bills. TA Program funding has increased through FY 2026 under the Infrastructure Investment and Jobs Act (IIJA), also known as the "Bipartisan Infrastructure Law".
- The total amount of 2023 TA funding for the State of Texas was \$345M; the Emancipation Trail Project is estimated at \$5.2M.
- The attached Advanced Funding Agreement (AFA) is a standard agreement between a Project Sponsor (City) and TxDOT, detailing the financial responsibility of each party.
- The City qualifies for Transportation Development Credits (TDC) (attached documents), which provides funding for the City as a participant in the Project.
- The AFA requires the City to be responsible for any cost overruns; however, any changes to the construction contract amount would need City approval and depending on the particular change and expense, the City has the ability to approve or disapprove. Alternative methods may be applied if needed to accomplish the planned work.

HISTORY:

Jan 2023 - City submitted preliminary applications (SH3, Bayou Rd., & Delany Rd.)
May 2023 - City Council approves Resolution to submit final application for TA Funding
May 2023 - City received a letter of No Objection to the City's Participation in the Project.
Sep 2023 - Final submission of Grant Application by Provision Resources
Oct 2023 - Project selection by Texas Transportation Commission
Nov 2023 - City was notified of the selection

FISCAL IMPACT:

The City contribution of \$901,294 is offset by the TDC

TxDOT:				Federal Highway Administration:	
CCSJ #	0051-03-124	AFA ID	Z00009346	CFDA No.	20.205
AFA CSJs	0051-03-124			CFDA Title	Highway Planning and Construction
District #	12-HOU	Code Chart 64#	23700-La Marque		
Project Name	City of La Marque Emancipation Trail			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
Utilizing State Transportation Development Credits
TxDOT-Selected On-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of La Marque (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as City of La Marque Emancipation Trail (Project), and

TxDOT:				Federal Highway Administration:	
CCSJ #	0051-03-124	AFA ID	Z00009346	CFDA No.	20.205
AFA CSJs	0051-03-124			CFDA Title	Highway Planning and Construction
District #	12-HOU	Code Chart 64#	23700-La Marque		
Project Name	City of La Marque Emancipation Trail			AFA Not Used For Research & Development	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of constructing segments of shared use path and segments of sidewalk 6' to 8' foot in width filling in gaps along SH 3 from FM 1765 to FM 519. The shared use path segments are from FM 519 to Plum St and Ross St. to Yupon St.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

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with access to any information the state auditor considers relevant to the investigation or audit.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

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Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **State**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

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- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the

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federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

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must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of La Marque ATTN: City Manager 1111 Bayou Road La Marque, Texas 77568	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

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notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Director of Consultants Contracts
P.O. Box 1386
Houston, TX 77251-1386

All invoicing, payment, and project inquiries must include the following information:

County: Galveston
Local Government: City of La Marque
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Highway or Roadway: SH 3; From FM 1765 to FM 519

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

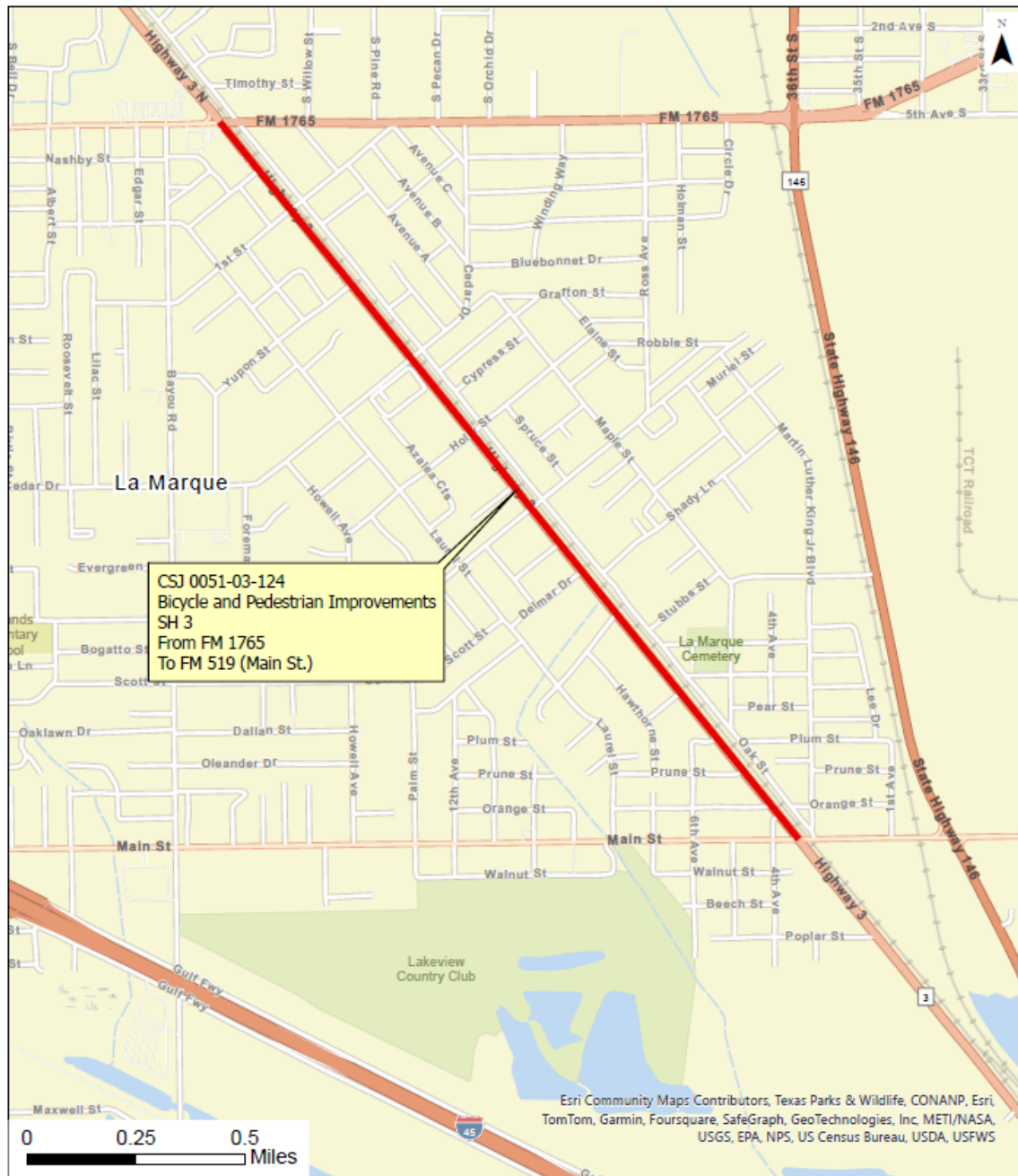
Cesar Garcia
City Manager
City of La Marque

Date

Date

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ATTACHMENT A PROJECT LOCATION MAP



Attachment A:

CSJ: 0051-03-124
Bicycle and Pedestrian Improvements

GALVESTON COUNTY



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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
State Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government (“LG”)								
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized TDC reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$							
Construction Engineering Cost	\$							
Eligible In-Kind Contribution Value	\$							
Total Construction Value (sum of construction cost and in-kind value)								
Work by LG Subtotal		\$0	\$0		\$0		\$0	
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering ¹		\$496,261	0%	\$0	100%	\$496,261	0%	\$0
Environmental Cost ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$4,010,210	\$4,010,210	100%	\$4,010,210	0%	\$0	TDCs	802,042
Eligible In-Kind Contribution Value	\$							
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		\$4,506,471	\$4,010,210		\$496,261		802,042	

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Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized TDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$74,439	100%	\$74,439	0%	\$0	TDCs	14,888
Environmental Cost ¹	\$49,626	100%	\$49,626	0%	\$0	TDCs	9,925
Right of Way ¹	\$14,888	100%	\$14,888	0%	\$0	TDCs	2,977
Utilities ¹	\$9,925	100%	\$9,925	0%	\$0	TDCs	1,985
Construction ²	\$347,383	100%	\$347,383	0%	\$0	TDCs	69,477
Direct State Costs Subtotal	\$496,261	100%	\$496,261	0%	\$0	TDCs	99,252
Indirect State Cost	\$207,298		\$0	100%	\$207,298		0
TOTAL PARTICIPATION	\$5,210,030		\$4,506,471		\$703,559		901,294
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							TDCs

- The estimated total participation by Local Government is \$0.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$0.
- ¹Local Government's first payment of \$0 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 901,294.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$4,506,471.

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ATTACHMENT C RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the [City of La Marque Emancipation Trail](#) project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the [City of La Marque](#) commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

WHEREAS, the [City of La Marque](#) is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the [City of La Marque](#) desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE [CITY COUNCIL OF THE CITY OF LA MARQUE](#) THAT the [City Manager or designee](#) is authorized to enter into an AFA with TxDOT for this Project.

DULY PASSED by majority vote of all members of the [City Council](#) of the [City of La Marque](#) on the [\(calendar date\)](#) day of [\(calendar month\)](#), 2024.

(Signatory)

(Print or type name of signatory)

(Print or type title of signatory)

(Print or type date)



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023

Prepared by: R. Sailer

Department: Public Works

Agenda item: 6 III

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution 2023-0028 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 2023-0028 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 Resoulution of Support fot the Projects.

RESOLUTION NO. R-2023-0028

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

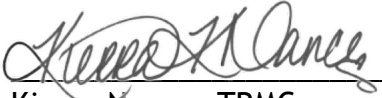
WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible, and the City of La Marque, Texas would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA Funds.

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 8th day of May 2023.



Kierra Nance, TRMC
City Clerk



Keith Bell
Mayor

From: [Cesar Garcia](#)
To: [Rick Sailler](#); [Dinh V. Ho P. E. \(dinh@adico-llc.com\)](#); [aliceashley@provisionsr.com](#)
Cc: [Kierra Nance](#); [Mikala Halbrook](#)
Subject: FW: 2023 TxDOT TA Project Awarded for City of La Marque
Date: Thursday, November 2, 2023 1:54:47 PM
Attachments: [image001.png](#)

Rick & Team: Congrats. See notice of funding announcement below. Rick, please prepare an item with this email as the attachment to notify Council of the award.

Kierra/Mikala: Please expect this item although it is after the fact for this upcoming agenda.

Thanks,

Cesar Garcia
City Manager
City of La Marque
1111 Bayou Road
La Marque, Texas 77568
O: 409-938-9211
C: 409-254-7370
www.cityoflamarque.org



Truly Human Notice: Are you receiving this email outside of normal working hours? Many of us currently work at a digitally-enabled, relentless pace. This can disrupt our ability to sleep, eat right, exercise, and spend time with the people that matter most. I am sending you this email at a time that works for me. I only expect you to respond when it is convenient for you. Thank you.

From: PTN_BikePed <bikeped@txdot.gov>
Sent: Thursday, November 2, 2023 1:07 PM
To: Cesar Garcia <c.garcia@cityoflamarque.org>
Cc: Madeleine Hirsch <Madeleine.Hirsch@txdot.gov>; Danielle Johnson-Robinson <Danielle.JohnsonRobinson@txdot.gov>
Subject: 2023 TxDOT TA Project Awarded for City of La Marque

Congratulations, Mr. Garcia!

On October 26, 2023, the Texas Transportation Commission (the Commission) approved funding for 83 Transportation Alternatives Set-Aside (TA) Program projects from across the state valued at approximately \$345.1 million. The Texas Department of Transportation's Public Transportation Division (PTN) manages TxDOT's statewide TA program and wants to congratulate the City of La

Marque on your TA projects that was authorized to receive federal TA funding (100% maximum for preliminary engineering and construction due to Transportation Development Credits eligibility) by the Commission.

For your convenience, a brief description of your recently funded state-selected 2023 TA projects is provided below. Due to the refinement of project applications prior to Commission action, a PDF of your selected project's final 2023 TA application should be downloaded from TxDOT's Box.com by clicking the link below.

Project Sponsor: **City of La Marque**

Project Name: **City of La Marque's proposed Emancipation Trail Shared Use Path**

Phases of work included in award: **Construction**

Federal Funding Amount: **\$4,506,471**

Project Description: The project will construct 6-foot-wide and 10-foot-wide shared-use paths along SH 3 from FM 1765 to FM 519 for a total length of 1.9-miles. This project will cover a segment of the proposed 51-mile Emancipation Historical Trail linking Houston and Galveston. The project will also add crosswalks, ADA ramps, signage and make improvements for transit with durable concrete platforms on the roadway for buses.

Box.com link: <https://txdot.box.com/s/6hm06k4i7yfaqz1rh0vo5uwznbgfx1ev>

Next Steps

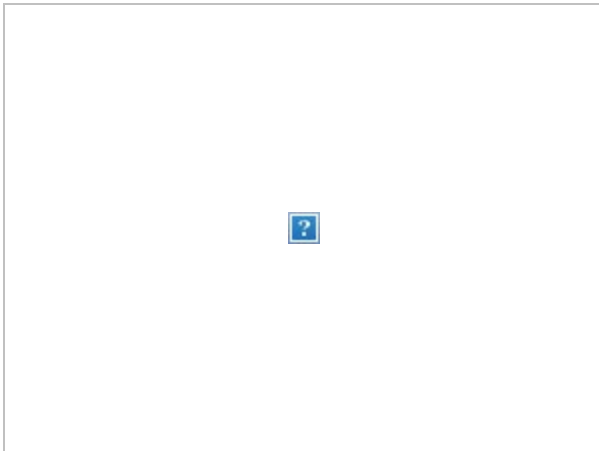
PTN looks forward to working with the project sponsor and district staff to advance 2023 TA projects toward construction. TxDOT's District TA Coordinator, ***Madeleine Hirsch***, and TxDOT's Local Government Projects Coordinator, ***Danielle Johnson-Robinson***, copied on this email, will provide assistance throughout project development. The first steps to initiate recently awarded 2023 TA projects include:

- TxDOT – PTN will send an invite to a virtual workshop to discuss general project initiation and development timelines
- Completing [Local Government Project Procedures Training](#) if the local government will be responsible for any phase of work where they will be reimbursed with federal funds
- Participate in project initiation kickoff meeting with the TxDOT District and Public Transportation Representative
- Coordinating with the TxDOT District and Metropolitan Planning Organization (MPO) to group or, if desired by the local MPO, begin the process to individually list project(s) in the local Transportation Improvement Program (TIP) document and then the Statewide TIP (STIP)
 - If your project will be individually listed in the MPO TIP, please ask your MPO to work with the TxDOT District and TxDOT-PTN on the funding breakdown for the TIP *before* listing the project to avoid the need for a later revision.
- Determining who will be responsible for project development and construction letting and developing a project development schedule
- Initiating coordination with a railroad owner for any project that crosses, parallels, uses a portion of railroad right-of-way, or is within 100 feet of a railroad ROW.
- Developing an Advance Funding Agreement (AFA) and associated documentation

TxDOT's District TA Coordinator will be your primary point of contact to advance these projects and will contact you with further details about the next steps. If you have any questions, feel free to contact **Madeleine Hirsch** or my office.

Thanks,

Noah Heath, AICP
Transportation Alternatives (TA) Program Manager
TxDOT - Public Transportation Division
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[< Local Government financing tools](#)

Transportation development credits

Local Government financing tools



Toll or transportation development credits are a federal transportation funding tool used to meet federal funding matching requirements. State credits are accrued when capital investments are made in federally approved tolled facilities including toll roads and bridges.

Details about transportation development credits:

- A financing tool approved by the Federal Highway Administration (FHWA) that allows states to use federal obligation authority without the requirement of providing matching dollars.
- Credits are earned when the state, a toll authority or a private entity funds a capital transportation investment with toll revenues earned on existing toll facilities, excluding revenues needed for debt service, returns to investors or the operation and maintenance of toll facilities.
- In Texas, 75% of credits are allocated to the metropolitan planning organization (MPO) in whose region they were earned and 25% are allocated on a competitive statewide basis.

More information

- The most recent transportation development credits balances are found in the annual reports of TxDOT's [Unified Transportation Program](#) (UTP).
- The Texas Transportation Commission adopted transportation development credits  [program rules](#).
- The Texas Transportation Institute issued a  [technical memorandum](#) on the use of federal toll credits and transportation development credits.

TECHNICAL MEMORANDUM

DATE: October 30, 2013

TO: Ed Collins, Texas Department of Transportation, Austin District

FROM: Tina Geiselbrecht, Associate Research Scientist, TTI
Richard T. Baker, Assistant Research Scientist, TTI

SUBJECT: *The Use of Federal Toll Credits and Transportation Development Credits by States and Regional Planning Entities*

SUMMARY

Toll or transportation development credits are a federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding. State credits are accrued when capital investments are made in federally-approved tolled facilities including toll roads and bridges. These credits can then be used as a “soft match,” meaning that they do not represent an actual source of funding. Essentially, these credits reduce the amount of funding a state or local entity has to contribute and allow many programs to be funded with 100 percent federal funds as opposed to the traditional 80/20 percent split between federal and state/local funding sources. One major advantage of this is that it frees local matching funds for other projects. In most cases state departments of transportation manage the state’s pool of credits and allocate them to metropolitan planning organizations (MPO). In Texas, 75 percent of credits are allocated to the MPO of the region they were generated in and the remaining 25 percent is allocated on a competitive statewide basis. The use of toll credits is generally documented in State Transportation Improvement Plans (STIP.) It is most common for MPOs to use toll credits on one-time capital expenditures, often as part of federal transit funding programs. The increasing use of credits as part of transit programs may be a result of stagnant or, in some cases, declining state funding for such programs that has reduced the available pool of actual funding that may be used for matching purposes. Credits may also be used to meet any matching requirements for programs funding transit operations, but this is generally not done because toll credits are not an actual source of funding. They are viewed more as a short term tool for managing limited existing funds. There are very few publications that discuss the use of these credits and the Federal Highway Administration does not maintain any sort of centralized database as a resource for practitioners. Assessing best practices is thus problematic.

INTRODUCTION

In order for federal funding to be awarded to a particular project or funding program, a matching amount has to be provided by the state/local entity or from some other non-federal source. While the specific rules and requirements for these matching amounts varies between funding categories, in general, a state and/or local entity must provide \$1 in match for every \$4 dollars in federal funding. Thus, federally funded projects and programs at the state and local level are generally composed of 80 percent federal funds and 20 percent non-federal funding.

For various reasons, transportation funding levels at the state and local level have remained unchanged or have declined in recent years. This has reduced the pool of available funding for meeting federal matching requirements. To address this, numerous innovative financing and funding management strategies have been developed in order to increase the flexibility of states in meeting their match requirements. For example, in many cases, state and local entities are not required to match federal funds with actual funding and can instead provide a “soft” match (as opposed to the “hard” match of actual money). A soft match can take many forms including:

- Insurance
- Purchasing of equipment
- Engineering services
- Office space / rent
- Site hosting
- Staff payroll / salaries
- Staff benefits
- Utilities

The value of the good(s) or service(s) being provided determines the value of the soft match. Thus, soft matches do not increase the overall amount of funding available but rather represent a contribution by the state or local entity towards some other aspect of the project or program. The motivation to utilize a soft match versus a hard match is different for states and MPOs. It is generally thought that states prefer to utilize soft matches, while MPOs prefer hard matches. A soft match enables states to avoid cash payments to its MPOs and thus retain that funding for state uses. This, in turn, limits MPOs’ available cash and limits their capacity to plan at their own discretion.

Toll Credits and Transportation Development Credits

Toll credits, or in Texas, transportation development credits, are another form of soft match. States are awarded and accrue these credits through the Federal Highway Administration (FHWA) based on the amount of capital investments made in federally-approved toll facilities such as toll roads and tolled bridges. Essentially, the federal government credits states for such investments and allows them to use these credits as a match on other federal funding programs.

Statutory authority for the use of toll credits was originally established in Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and the mechanism was further developed in 1998 under the Transportation Equity Act for the 21st Century (TEA-21). Initially, the calculation of toll credits for a particular state was based on capital investments made on toll facilities that were built, improved, or maintained *without the use of Federal funds*. However, that requirement was eliminated under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005.

Toll credits can be applied at any time during the development and implementation of a project. The project agreement or modification should show the federal share of funding and indicate that toll credits will be used for all or part of the required non-federal match. Credits may be applied toward the non-federal share of programs authorized by title 23, of the United States Code (U.S.C.) with the exception of FHWA emergency relief funds or Appalachian Development Highway System (ADHS) program funds. Toll credits may also be applied to transit programs authorized by chapter 53 of title 49, U.S.C. and can be used for the non-federal match in any number of funding categories including operations and capital purchases.

States accruing credits must meet federal maintenance of effort (MOE) requirements in order to use toll credits. This ensures that the state does not use federal funds as a replacement for state and local funds. An MOE is essentially an assessment of the state's non-federal transportation capital expenditures. And although capital investments in *private* toll facilities can be used in the calculation of state toll credits, only the state (as opposed to the private owner/operator of the tolled facility) is required to meet the federal MOE requirements.

Another requirement for FHWA to approve the use of toll credits is that their use cannot reduce the state's non-federal transportation expenditures. This means that project sponsors may not redirect state or local transportation funds that were originally intended as non-federal match to non-transportation related uses.

As noted earlier, states find the use of soft match more desirable than MPOs do, and the use of toll credits by state entities in meeting federal match requirements is even less desirable from an MPO perspective. This is due to the fact that the use of toll credits can reduce funding from sources such as FHWA Metropolitan Planning Funds and Federal Transit Administration Metropolitan Planning Program / Section 5303 funds by 20 percent without the benefit of in-kind services often provided under other soft match options. In fact, the use of toll credits to replace a state's cash or in-kind match to MPOs is viewed as potentially limiting metropolitan areas' transportation planning capacity. However, one advantage of using toll credits is that it allows projects to be programmed with 100 percent federal funding, which frees local matching funds for other projects. Transit agencies appear to be much more open to the use of tolling credits for meeting federal matching requirements, particularly with regard to capital purchases.

Toll and transportation development credits do not represent actual available funding, but they are often reported in local, regional and state planning documents as a source of funding. Thus, an entity utilizing such credits will often report that it has \$X in transportation credits available. However, there is no one-to-one conversion of credits to dollars, as the actual "value" of a credit depends in numerous factors. Therefore, in this document, toll and transportation development credits will not be expressed in terms of a dollar value, even though many entities report them as such.

USE OF TRANSPORTATION DEVELOPMENT CREDITS IN TEXAS

The use of Transportation Development Credits (TDC) in Texas is defined in Title 43 of the Texas Transportation Code, Part 1 Chapter 5. In general, this legislation directs TxDOT to "make it a priority to utilize transportation development credits as the required match in a

manner that would maximize the utilization of federal funds on eligible projects.” Specific rules include:

- **§5.102** – Requires MPOs and the Texas Transportation Commission (TTC) to consider the goal of maximizing the utilization of federal funding in awarding TDCs to eligible projects.
- **§5.105** – Requires the TTC to allocate 75 percent of locally earned credits to the MPO planning area in which those credits were earned.
- **§5.106** – Establishes a basic framework for determining how credits allocated to MPOs are to be awarded. A specific process is not prescribed, but each MPO receiving TDCs is responsible for developing guidelines pertaining to the awarding and management of its credit allocation and must consider how the award of credits will expand the availability of funding for transportation projects. This section also requires each MPO receiving TDC allocations to incorporate TDC award information into its Transportation Improvement Program and submit annual reports to TxDOT documenting the management of its TDC allocations. Additionally, this section requires public transit agencies located within MPO planning areas to first seek TDC awards from their respective MPO unless the TDC would apply to a program that is administered by TxDOT on a statewide basis.
- **§5.107** - Authorizes the TTC to award non-local TDCs through either a competitive process or in its sole discretion and creates a specific allocation for public transit projects. This local allocation is “equal to the lesser of 15 million credits or fifty percent of the total number of credits available for award by the commission on the first day of the fiscal year.” This section establishes TxDOT’s commitment to utilizing TDCs in support of public transit projects.

Many of these rules and policies, and specifically sections 5.105 and 5.106, are meant to strengthen the authority of local entities in the allocation of TDC awards.

MPOs and local tolling entities send information regarding investments made on eligible toll facilities to the Texas Department of Transportation’s (TxDOT) Finance Division. TxDOT then completes the toll credit calculations which are, in turn, submitted to FHWA for approval. Once the toll credits are approved, FHWA notifies TxDOT, which then notifies each MPO and local/regional tolling authority about its available TDC balance. Furthermore, because TxDOT is the operator and maintainer for several state toll roads, the entity itself is eligible to accrue and utilize toll credits.

Current TxDOT policy directs 75 percent of toll credits to the metropolitan area in which they were produced with the remaining 25 percent being allocated on a statewide basis. The allocation of the statewide pool of TDCs is managed by the TxDOT’s financial division. This division allocates toll credits primarily to meet non-federal match requirements tied to capital purchases such as bus purchases and transit facility development. This allows local transit districts to use as much non-federal funding as possible for operating costs. One of the biggest issues facing rural areas is that there has been no increase in state funding for such operations since 2000, although the level of funding has not declined. However, state funds are a large part of the required 20 percent non-federal match for these local entities, accounting for between 30 to 90 percent of the non-federal match. TxDOT thus operates under the assumption that state and local funds that

might be used or non-federal match are a scarce commodity and should actually be reserved for operational costs as much as possible. This practice is not a formal policy but is, instead, considered more of a best practice.

TDCs may be used in Texas for matching requirements for programs related to operating costs, but that is not considered a desirable practice because it implies an ongoing, year after year commitment. TDS are most often applied to capital investments, which are one-time investments. In fact, the TxDOT Finance Division indicated that the statewide pool of TDCs has only been allocated for operational uses once, and it was an emergency stop gap measure to prevent a drop in service.

TDCs have been allocated to Texas transit providers to meet non-federal matching requirements for numerous federal funding programs including: Section 5307 Urbanized Area Public Transportation, Section 5311 Other Than Urbanized Area Public Transportation, Section 5310 Special Needs of Elderly Individuals and Individuals with Disabilities, and Section 5316 Job Access Reverse Commute (JARC) FTA funding programs. TDCs are also used extensively to fund replacement of depreciated rolling stock and to expand fleets, operate ongoing JARC projects, build new transit facilities, make investments in information technology, invest in preventive maintenance, purchase various services from vendors, and for fuel and other equipment purchases.

North Central Texas Council of Governments

The North Central Texas Council of Governments (NCTCOG) is currently developing and refining its policies for valuing and allocating TDCs in the Dallas / Fort Worth region. As of March 28, 2013 the region has 465,486,222 in available credits.

NCTCOG views the TDC program as having three core purposes:

- To provide access to federal funds in situations where a local provider does not have access to local matching funds, thus jeopardizing loss of federal funds;
- To aggregate local and state funds to expedite project delivery on non-federal projects; and
- To advance public transit, goals of the Texas Transportation Commission, and goals of the Regional Transportation Council.

To that end, NCTCOG has proposed the following types of TDC awards:

1. Strategic awards to small transit providers within region
2. competitive process/program call within region
3. sale or transfer to another MPO
4. Sale or transfer to the Texas Transportation Commission
5. Restructure regionally funded RTC regional programs and
6. Projects within the MPO.

Currently, strategic awards to transit providers have a higher priority simply because there is an established program for the allocation of TDCs to these entities. In actuality, the highest priority for NCTCOG in the future will be selling TDCs back to TxDOT or the Texas Transportation

Commission (TTC). NCTCOG expects to use proceeds from these TDC sales to capitalize a revolving fund, to serve as an additional, local funding source. It is unknown what sort of exchange rate NCTCOG will get for its TDCs, but the entity is working with TxDOT to establish a system for determining such. However, NCTCOG does not expect to receive a dollar for dollar exchange. The proposed plan for selling available TDCs will leave NCTCOG with 250 million in available TDCs.

NCTCOG's competitive processes for the allocation of TDCs within the region are also under development. The entity anticipates that there will be two types of awards under this category: Type 1, where the RTC issues a program call, and Type 2, where another entity within the region approaches the RTC and requests TDCs. NCTCOG's policies are currently unclear with regard to Type 2 awards, as it is unclear whether awards will be made on a "first come, first serve" basis or whether NCTCOG will declare a period wherein proposals can be made. NCTCOG is also unclear at this time how competing proposals will be evaluated against each other.

Houston – Galveston Area Council

The Houston-Galveston Area Council (H-GAC) is also in the process developing policies for the awarding of TDCs. H-GAC has no existing policies for awarding TDCs because the entity has never had authority to do so until recently. At the December 12, 2012 meeting of the Technical Advisory Committee (TAC), a two-step process was approved for facilitating a transition of TDC management from TxDOT to H-GAC management. The first step involved the development of a framework for considering requests from local entities for the awarding of TDCs. This resulted in the development of a TDC application to be completed and submitted by sponsors. As of January 9, 2013, H-GAC had received six completed applications from five sponsors totaling 2.57 million, as shown in the table below:

Agency	Project	TDC Award
Harris County Transit	Bus shelters, capital cost of contracting and operating assistance	299,154
METRO	Construct and improve three streets to provide bus and vehicular access to Burnett Transit Center	1,663,107
City of Galveston	Striping of bicycle lanes and purchase of bike racks to be used at bus terminals and bus stops	71,605
City of Galveston	Transit-related improvements along Seawall Blvd. including construction of bus stops and shelters, sidewalks with ADA ramps and expanded bus shelter/terminal with passenger/operator bathroom.	372,884
Greater Southeast Management District	Improve pedestrian accessibility to Metro routes along OST/Griggs corridor and in the Museum District (sidewalks, ADA ramps, pedestrian signalization, transit shelter enhancements, pedestrian furniture)	101,575
Midtown	Improve pedestrian accessibility to Metro routes along Elgin (sidewalks, ADA ramps, pedestrian signalization, transit shelter enhancements, pedestrian furniture)	16,252

These applications and TxDOT TDC policies were submitted to the Transportation Policy Council (TPC) at its January 25, 2013 meeting. A decision on the adoption of further policies and the awarding of TDCs is expected at the July 26th meeting. H-GAC expects to initially award

TDCs to local entities without the need for a competitive process, as the entity currently has 40.8 million in available credits.

H-GAC is currently unsure as to how valuation of TDCs will occur and is working with TxDOT and local partners to establish a process. One of H-GAC's primary concerns is how funding that was originally targeted as a state or local match is used after the awarding of a TDC. H-GAC does not want the use of TDCs in meeting federal matching requirements to diminish transportation investment in the region. This is very similar to federal MOE requirements on the use of toll credits. H-GAC expects that negotiating the use of previously programmed local and state funding will have to occur on a project-by-project basis.

USE OF TOLL AND TRANSPORTATION DEVELOPMENT CREDITS IN OTHER STATES

It is difficult to ascertain any specific "best practices" in the utilization of TDCs and toll credits by regional entities. There is simply not a lot of data on the effectiveness of one strategy/policy over another given that toll credits and TDCs are often used as a mechanism to free funds for other uses. Thus, the use of toll credits and TDCs is often determined by the best use of some other source of funding. Furthermore, there is no comprehensive FHWA database with information on entities that are approved to accrue toll credits.

California

An initial Caltrans two-year demonstration toll credit program limited the use of toll credits on local projects to Regional Surface Transportation Program (RSTP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and Off-Federal-aid System bridge projects that were funded by the Highway Bridge Program (HBP). Safety-related projects were not included in this initial policy because safety program funds were fully programmed. Much of this initial policy has been codified into formal toll credit usage policies, which in turn inform toll credit usage by regional entities.

The Sacramento Area Council of Governments (SACOG) recently noted that while a reliance on toll credits frees local funding for other uses, it also reduces local flexibility in programming federal funds. SACOG has developed several toll credit use scenarios. These include:

- **Same Scope, Less Money** – Under this scenario, toll credits are utilized for a project where the cost of the project is less than the federal programmed amount. The advantage of this is that toll credits can be used to account for the local match, freeing the actual local funds for other uses.
- **Old Formula Regional Surface Transportation Program (RSTP) Rehabilitation** – Under this scenario, toll credits may be used by local jurisdictions for road rehabilitation projects when SACOG has distributed federal funds to those jurisdictions. The advantage of this is that local agencies can use their formula RSTP funds to build a 100 percent federally-funded project, reserving local funds for other uses.

- **Swapping Federal and Local Funds between Phases** – In this scenario, the early phase of a project is fully funded with federal sources with the expectation that later phases will be overmatched. These later phases would use toll credits if no additional federal funding is required. This allows for better cash flow planning.
- **Swapping Federal and Local Funds between Projects** – In this scenario, jurisdictions may consolidate federal funds onto a fewer number of projects and utilize toll credits for the non-match portion, freeing non-federal matching funds for other uses. This can reduce the overall number of federal projects requiring NEPA clearance.
- **Matching Funds for New Programs not currently used** – under this scenario new or currently unused funding sources, such as earmarks or FTA 5311 funds, are used in place of toll credits when no local funding source is available.

The Metropolitan Transportation Commission (MTC), responsible for transportation planning in the San Francisco Bay region, utilizes the following principles in allocating toll credits:

- **Maximize Efficient Use of Federal Funds** – Toll credits should be applied on large federal projects as a substitute for non-federal funding that would otherwise be used as local match. This frees local funds for use on other transportation projects and allows federal funding to be focused on a smaller number of larger projects while more flexible funding is directed to transportation projects that may have difficulty obtaining federal funding.
- **Facilitate Funding Exchanges** - Toll credits should be considered as a means of facilitating the exchange of non-federal funds by expanding the pool of available non-federal funds for use in a broader array of regional strategies. (The MTC currently manages a regional funding exchange program.)
- **Target Federal Funds to Specific Phase(s)** – The use of toll credits may be more or less appropriate for a given project depending on the phase of the project for which toll credits will be applied. For example, the MTC notes that “it is often advantageous to use non-federal funds for specific phases, such as preliminary engineering, and use federal funds for other phases such as construction.”

Florida

The State of Florida makes extensive use of toll credits in meeting federal matching requirements, particularly for use in transit programs. The official policy of the Florida Department of Transportation reads as follows:

It is the policy of the Department to make available the option to use toll revenue credits, authorized by Title 23 U.S.C. 120(j)(1), to Florida transit systems for use as soft match on eligible federal transit capital projects. On an annual basis, the State Public Transportation and Modal Administrator will be responsible for notifying Florida's transit systems of the availability of toll revenue credits and for approving the use of toll revenue credits on proposed transit capital projects.

Michigan

The State of Michigan's toll facility credit program was established in 1994. At that time the state generated toll credits based on capital expenditures from three toll bridges, but because there was adequate revenue to match federal funds the credits were not used until 2005 in response to a shortfall in state funding. When the accrued toll credits were used they were allocated to meet federal matching requirements tied to grants for local transit agencies. In FY 2010-2011 the state designated 11 million in toll credits for highway construction projects.

In a 2012 report, the Michigan Department of Transportation noted that toll credits should be considered a short term or one-time financing mechanism and are not a solution to ongoing structural transportation funding issues. One primary reason for this is that there is no assurance that the state will continue to be able to meet federal MOE requirements and thus continue to acquire toll credits. Furthermore, toll credits earned by the state have generally been insufficient to cover ongoing shortfalls in matching funds and the state continues to evaluate other options for meeting matching requirements, often reserving toll credits when other options are simply unavailable.

New Jersey

The State of New Jersey, with its numerous tolled facilities, is authorized to accumulate toll credits. New Jersey currently accumulates annually more toll credits than it uses. The state expects this trend will continue over the course of its current 10-year STIP. An examination of the New Jersey STIP reveals that toll credits are utilized to meet federal match requirements under the following programs:

- **Bus Acquisition Program** - This program provides funding for the replacement of transit, commuter, and suburban buses for the state's public transportation corporation (NJ TRANSIT) and the purchase of additional buses to meet service demands.
- **Light Rail Infrastructure Improvements** – This program provides funding for NJ TRANSIT Light Rail improvements such as communication systems upgrades, accessibility improvements and other infrastructure rehabilitation improvements.
- **Light Rail Rolling Vehicle Stock** – This program funding for NJ TRANSIT to make annual lease payments for Hudson Bergen Light Rail, Newark City Subway and Newark City Subway Extension vehicles.
- **New Freedom Program** - This program provides funding to encourage service provision and facilities improvements that address the transportation needs of persons with disabilities and provides for associated capital and operating costs.
- **Bus Preventative Maintenance** - This program provides funding for the overhaul of buses and includes preventive maintenance costs.
- **Rail Preventative Maintenance** - This program provides funding for the overhaul of rail cars and locomotives and other preventive maintenance costs.
- **Rail Rolling Stock Procurement** - This program provide funding for the replacement of rail rolling stock, including engineering assistance and project management, to replace aged equipment including rail cars, revenue service locomotives, and expansion of NJ TRANSIT rolling stock fleet (cars and locomotives) to accommodate projected ridership growth and other system enhancements. Funding is provided to support vehicles and equipment utilized in rail operations including Comet V single-level car lease payments, Electric Locomotive lease payments, Diesel Locomotive lease payments, Dual Power

Locomotives and Multi-Level rail car lease payments and other upcoming rolling stock lease payments.

- **Small / Special Services Program** – This program funds NJ TRANSIT efforts to promote transit solutions to reduce congestion, manage transportation demand and improve air quality. These include the Vanpool Sponsorship Program, Transportation Management Association Program, and federal funds for East Windsor Community Shuttle operating support. Funding is also provided for capital acquisition and operating expenses for the Community Shuttle Program, Bike/Transit facilitation, and other similar air quality improvement and congestion reduction activities.
- **Track Program** – This program funds track rehabilitation programs that include system-wide replacement of life-expired ties and other rail improvements, right-of-way fencing, equipment necessary to maintain a state of good and safe repair, purchase of long lead-time materials for next construction season, maintenance-of-way work equipment, interlocking improvements, passing sidings and other improvements. This program also provides funding to allow NJ TRANSIT to meet capital cost-sharing obligations related to use of Amtrak and Conrail facilities.
- **Transit Enhancements** – This program provides funding for projects or project elements that are designed to enhance mass transportation service such as Statewide Bus Signs and Shelter Maintenance Upgrade Program and historic restoration of NJ TRANSIT facilities.

Toll credits are also being utilized as a non-federal match for the state's Access to the Region's Core (ARC) program, which expands "one seat" ride services to Manhattan by doubling the capacity of the Trans-Hudson commuter rail system. This project includes the construction on the Trans-Hudson Express Tunnel project (THE Tunnel) which involves the construction of new connections, tracks and stations under 34th Street in Manhattan.

Virginia

The State of Virginia has recently seen a decline in available state funds relative to available federal funds. Thus, the state has increasingly relied on the use of toll credits in conjunction with Capital Project Revenue (CPR) bonds in order to meet federal matching requirements. The original purpose of CPR bonds was to ensure that the Virginia Department of Transportation had sufficient funding in order to meet federal matching requirements. A 2010 performance audit of VDOT identified a balance of 112 million in approved toll credits with another 338 million waiting to be approved. However, that report noted that FHWA had not permitted VDOT to apply any toll credits due to its failure to:

- Establish a database to record soft-match credits by project and by phase; and
- Perform a comprehensive review of all years (federal fiscal years 1995 through 2006) that compares VDOT financial system records with FHWA financial system records.

The audit noted that utilizing the 450 million in potential federal toll credits would provide an alternative to using CPR bonds or other state funds as a means of meeting match requirements on high priority projects. The report recommended that VDOT comply with the FHWA requirements in order to access these credits. However, a review of the most recent Virginia STIP does not show toll credits as being a source of matching funds for any state project or funding program.

CONCLUSIONS

Toll credits and transportation development credits are increasingly used by transit agencies to meet non-federal matching requirements associated with capital costs. These capital costs include bus/train purchases and facility development but credits may also be used for operations related costs. However, such credits are not seen as a long term solution to systemic funding shortfalls in that they do not represent an actual source of funding. They merely reduce the amount of non-federal matching funds a state or local entity has to contribute towards a particular project or program and frees funding for other uses.

RESOURCES

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CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.VII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion / possible action regarding approval and acceptance of the Award for Funding by the Texas Department of Emergency Management (TDEM) for the Stormwater Management Plan Project

STAFF BRIEFING:

- The City applied for grant funding from the Federal Emergency Management Administration through TDEM for a Stormwater Management Plan using the Hazard Mitigation Grant Program.
- The Stormwater Management Plan application was completed by the City Engineer, Adico Engineers and submitted to TDEM in 2022 after approval by the City Council.
- The City received notification that the Grant Application was approved and requires acceptance by the City to proceed with the Project.
- The Project is estimated at \$899,500, with the City Share of 10% (\$89,950).

HISTORY:

Dec 2021 - Federal Grant Funding for Hazard Mitigation under the Texas COVID -19 Pandemic Relief Program was published by TDEM

June 2022 - City submitted Grant Application for Stormwater Management Plan

April 2024 - City received Award Funding through TDEM

FISCAL IMPACT:

City Share (10%) = \$89,950.00; Federal Share (90%) = \$809, 550.00

Total Project Cost = \$899,500.00



April 5, 2024

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

Subject: DR-4485, Texas Covid-19 Pandemic Sub-Grant Award

Dear Mayor Bell:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4485, Texas Covid-19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: YJKKQFGMY838
TINS Number: 74-6012995
FIPS Number: 167-41116-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039 HMGP
FEMA Project Number: 0402
Project Title: City of La Marque Storm Water Management Plan Period
of Performance (POP): February 15, 2024 to February 1, 2026

TOTAL PROJECT COST AWARD						
Version/ Amendment	Date	Total Subgrant Amount	Federal Cost Share %	Federal Cost Share Amount	Local Cost Share %	Local Cost Share Amount
0	2/15/2024	\$899,500.00	90%	\$809,550.00	10%	\$89,950.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

TOTAL ELIGIBLE MANAGEMENT COSTS						
Version/ Amendment	Date	Total Management Costs	Federal Cost Share %	Federal Cost Share Amount	Local Cost Share %	Local Cost Share Amount
0	2/15/2024	\$44,975.00	100%	\$44,975.00	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The recipient must ensure that:

- The plan will meet or exceed the Final Rule for Local Mitigation Plans found in Title 44 of the Code of Federal Regulations (44 C.F.R.) § 201.6. Technical assistance is highly recommended to be provided to the subrecipient throughout the plan development process.
- The natural hazards assessed by this plan, at minimum, must be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.
- The plan will be submitted to FEMA no later than six-months prior to the end of the original performance period. The submission of a plan to FEMA does not constitute formal approval.
- The plan will be submitted to FEMA for review and approval following a State Hazard Mitigation Officer review and concurrence that the plan meets 44 C.F.R. § 201.6. FEMA will not review plans submitted directly by local subrecipient.
- The subrecipient will utilize the Local Mitigation Planning Handbook as well as the Local Mitigation Plan Review Guide as guidance documents for developing the plan.

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- The subrecipient will review and use the Local Mitigation Plan Review Tool, found in the Local Mitigation Plan Review Guide as a reference during the drafting of the plan, to ensure that the plan is completed correctly. A completed and accurate Local Mitigation Plan Review Tool must be submitted to the recipient and FEMA when a review is requested.
- The subrecipient is aware that each jurisdiction seeking approval of the plan must meet all requirements of 44 C.F.R. § 201.6 to receive continued eligibility for FEMA mitigation grant programs.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX) A4 & A7. FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project. Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

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This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Matthew Holloway at matthew.holloway@tdem.texas.gov.

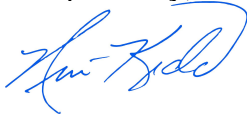
Keith Bell, Mayor

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Matthew Holloway at 346-667-2583 or matthew.holloway@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: Grant Terms and Conditions
Record of Environmental Considerations
FEMA Approval Letter

Copy: Suzy Kou, financedirector@cityoflamarque.org

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Del Valle, TX 78617-9998



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F.R. §170.315](#), certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 C.F.R. §25.300](#), TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per [2 C.F.R. §170.320](#).
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200.317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
- 5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 - 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 - 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 - 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 - 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 - 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

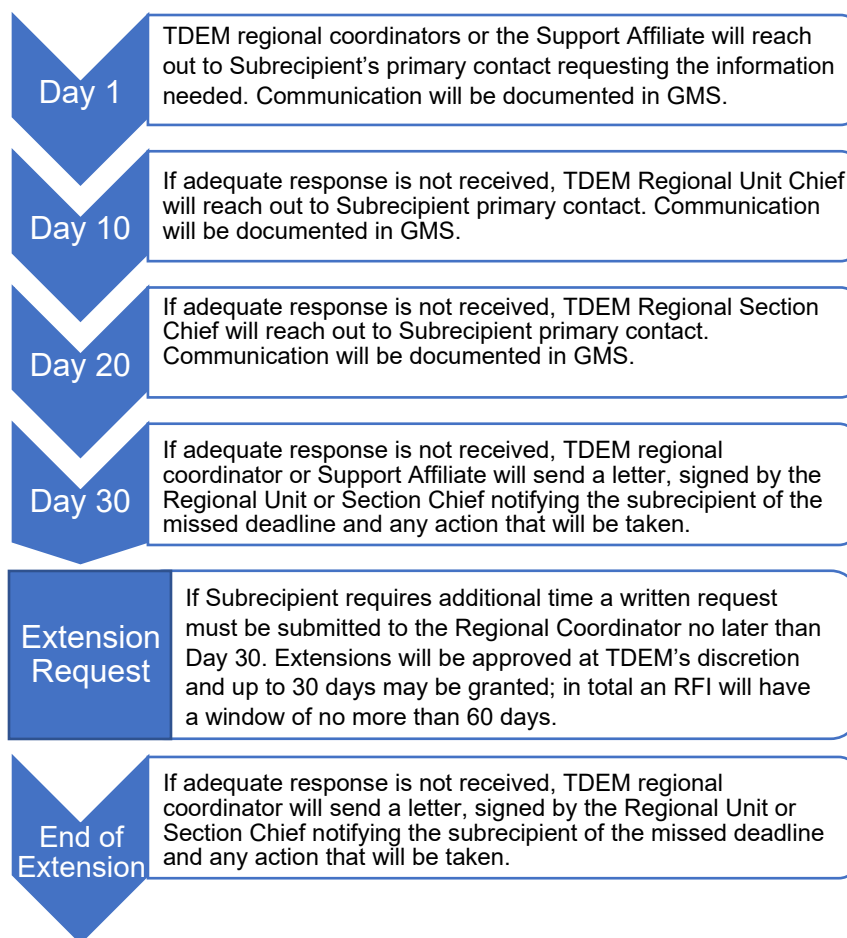


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

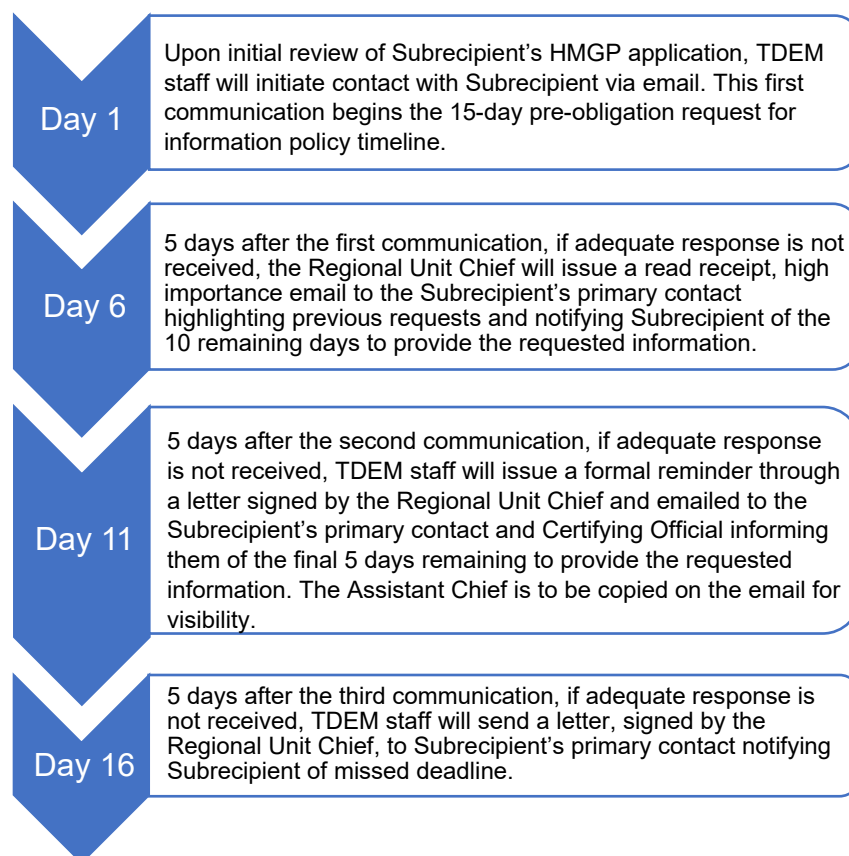


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
 - 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
 - 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.
3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____, the undersigned and Certifying Official of
Printed Name

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

Signature Agreement Authority

Signature Agreement (Section I – XXIX)

Signature Exhibit A: Assurance – Non-Construction Programs

Signature Exhibit B: Assurance – Construction Programs

Signature Exhibit C: Certifications for Grant Agreements

Signature Exhibit D: State of Texas Assurances

Signature Exhibit E: Environmental Review Certification

Signature	Exhibit F: Additional Grant Certifications
Signature	Exhibit G: Request for Information Policy
Signature	Exhibit H: Pre-Obligation Request for Information Policy
Signature	Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient’s acceptance of this grant and all exhibits and subrecipient’s agreement to abide by all terms and conditions.

Signature of Certifying Official	Date
Printed Name	Title



FEMA

February 15, 2024

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor – The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Mr. Josh Davies, State Hazard Mitigation Officer

RE: DR-4485-0402-TX
City of La Marque – City of La Marque Storm Water Management Plan
Planning Project Approval
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) approves the application submitted by the City of La Marque for the City of La Marque Storm Water Management Plan project. The Federal share is available through the Hazard Mitigation Grant Program (HMGP) under DR-4485-TX. The non-federal match requirement of \$89,950.00 will be provided through the City of La Marque.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, Subrecipient Management Costs (MC) in the amount of \$44,975.00 are available to City of La Marque at a Federal Cost Share of 100%.

Summary of funding for the project is illustrated below:

DR-4485-0402-TX	Federal Share	Non-Federal Share	Total
Project Costs	\$809,550.00 (90%)	\$89,950.00 (10%)	\$899,500.00 (100%)
Subrecipient Management Costs	\$44,975.00 (100%)	\$0.00 (0%)	\$44,975.00 (100%)
Total Obligation	\$854,525.00	\$89,950.00	\$944,475.00

The recipient must ensure that:

- The plan will meet or exceed the Final Rule for Local Mitigation Plans found in Title 44 of the Code of Federal Regulations (44 C.F.R.) § 201.6. Technical assistance is highly recommended to be provided to the subrecipient throughout the plan development process.
- The natural hazards assessed by this plan, at minimum, must be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.
- The plan will be submitted to FEMA no later than six-months prior to the end of the original performance period. The submission of a plan to FEMA does not constitute formal approval.
- The plan will be submitted to FEMA for review and approval following a State Hazard Mitigation Officer review and concurrence that the plan meets 44 C.F.R. § 201.6. FEMA will not review plans submitted directly by local subrecipient.
- The subrecipient will utilize the Local Mitigation Planning Handbook as well as the Local Mitigation Plan Review Guide as guidance documents for developing the plan.
- The subrecipient will review and use the Local Mitigation Plan Review Tool, found in the Local Mitigation Plan Review Guide as a reference during the drafting of the plan, to ensure that the plan is completed correctly. A completed and accurate Local Mitigation Plan Review Tool must be submitted to the recipient and FEMA when a review is requested.
- The subrecipient is aware that each jurisdiction seeking approval of the plan must meet all requirements of 44 C.F.R. § 201.6 to receive continued eligibility for FEMA mitigation grant programs.

In accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; Categorically Excluded A4 & A7, FEMA concludes that the Hazard Mitigation Plan Project is categorically excluded from the National Environmental Policy Act requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

FEMA will not establish activity completion timeframes for individual subawards. The Period of Performance (POP) for DR-4485-TX is February 1, 2026, which is 36 months from the close of the application period. It is the responsibility of the recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

In accordance with FEMA Policy #104-11-1 Interim Hazard Mitigation Grant Program Management Costs, actual subrecipient MC are to be reconciled quarterly through the review of expenditures submitted by the subrecipient through quarterly reports.

Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the Period of Performance (POP), whichever is sooner.

A change to the approved Scope of Work (SOW) requires prior approval from FEMA.

The initial quarterly progress report for the HMGP project is due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed the Closeout Liquidation Period, which is 90 days after the POP ends. Section 206.438(d) of 44 C.F.R. requires the Governor's Authorized Representative to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report is attached for your records.

If you have any questions regarding the information, please contact Erin Hillman, Hazard Mitigation Assistance (HMA) Specialist, at (202) 880-7028 or Erin.Hillman@fema.dhs.gov.

Sincerely,

**BRIANNE M
SCHMIDTKE** Digitally signed by
BRIANNE M SCHMIDTKE
Date: 2024.02.26
13:17:23 -06'00'

Brianne Schmidtke
HMA Branch Chief

Enclosures : Obligation Report

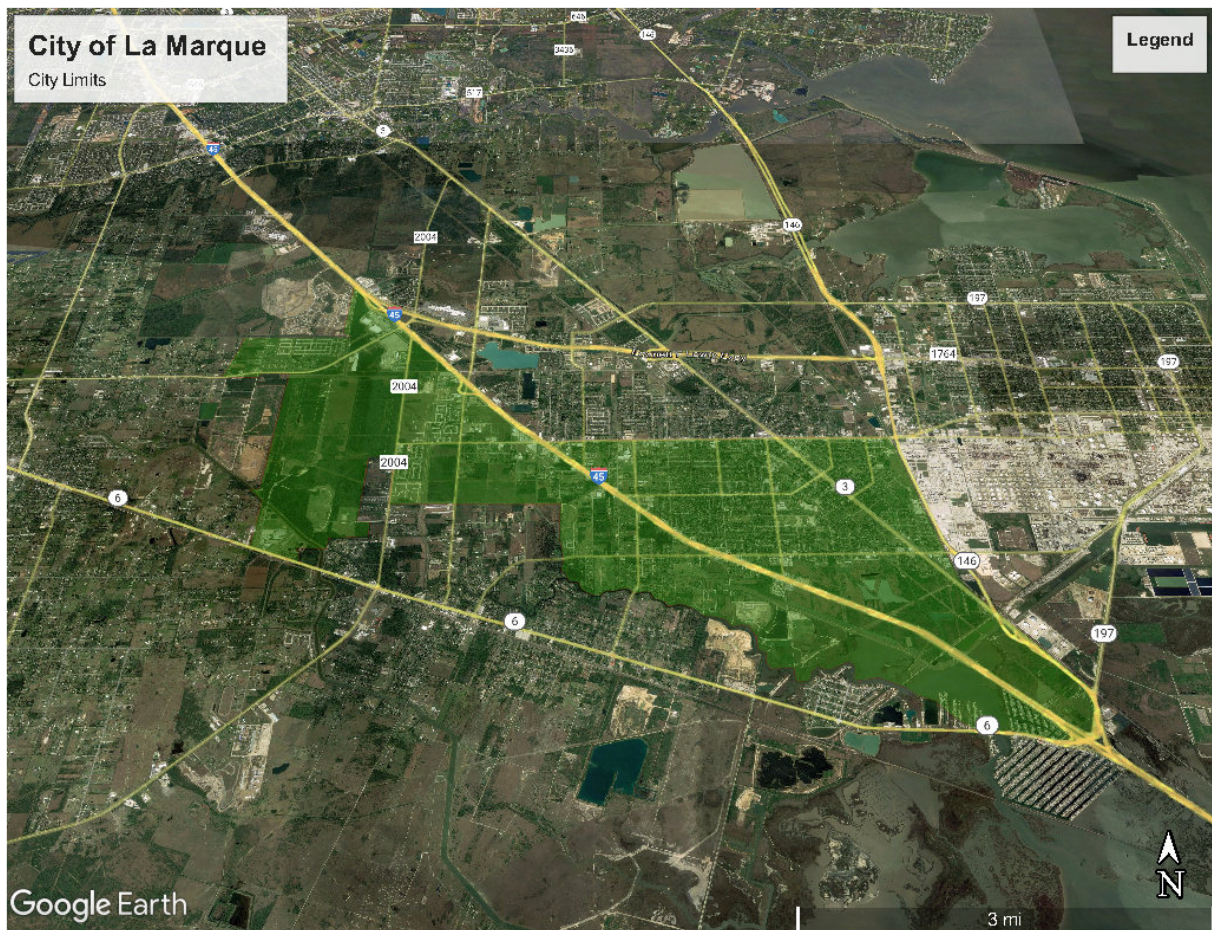
cc: r6-mtd-planning@fema.dhs.gov

City of La Marque

Stormwater Management Plan

The City of La Marque is in Galveston County, Texas. The city borders Texas City to the north and east, Santa Fe to the south and Galveston Bay to the south.

The majority of the City is protected by a levee system. The areas include the majority of east side of the IH 45 and part of the west side.

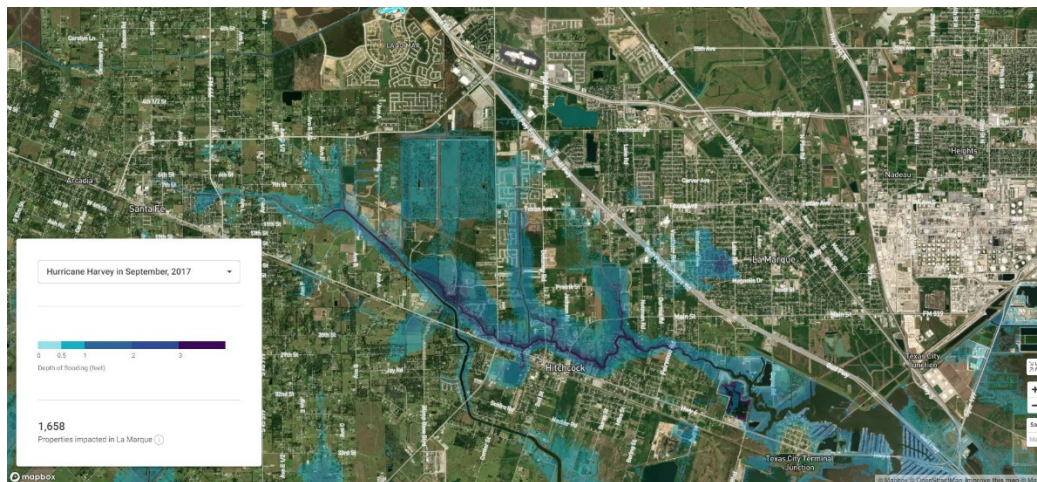


Recently, Galveston County Drainage District No. 2 adopted the NOAA Atlas 14 rainfall data as the basis for the drainage criteria. The new rainfall data would require new development to design drainage infrastructure to meet these criteria. However, the city still experiences localized flooding issues in existing developed areas due to insufficient urban drainage planning and aged storm drainage facilities. Various residents have reported multiple flooding incidents in several areas in recent storm events which the drainage channels did not reach a flooding stage.

The City of La Marque has a high density of residential population, schools, and commercial development. Due to historical city planning in the 1970s, much of the city drains by roadside open ditches instead of an underground storm sewer system. Newer developments on the west side of the City requires includes storm sewers designed to current criteria.

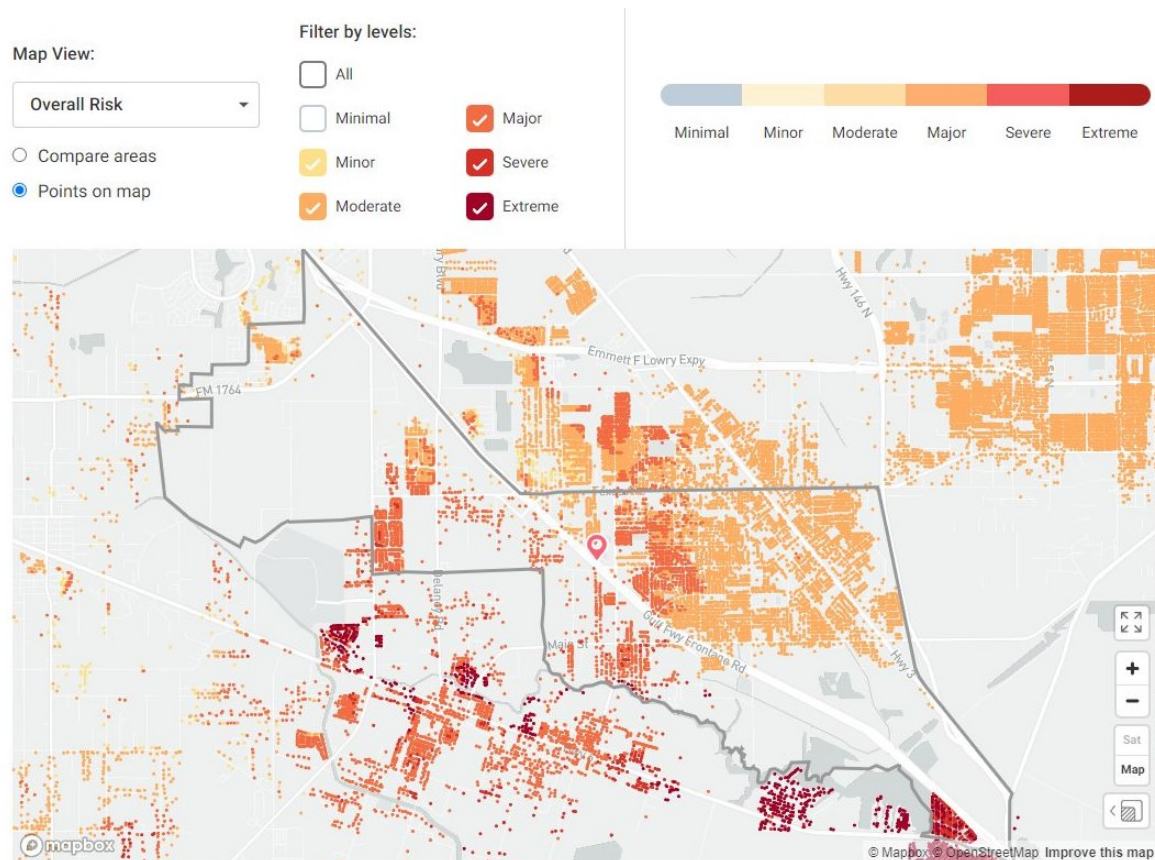
TxDOT is currently under construction widening IH 45 through the City. The proposed widening includes installing curb-inlet and installing storm pipe draining system along the IH-45 that bi-sect the city. This storm network system is designed to Atlas 14 rainfall data but predominantly to serve the roadways drainage areas only.

The major issues that has been identified is that the local roadside ditches are undersized and current capacity can't hold regular frequent storm events. In addition, most road crossing culverts and driveway culverts seem to be undersized and do not meet latest City criteria.



A review of the system flow analysis was performed in an area to the east of the city which suffered recent flooding from Hurricane Harvey. It was noticed that due to serious lack of proposed runoff conveyance systems and undersized open ditches, the downstream residential area was prone to heavy flooding due to upstream developed flows passing through the low-lying residential area to the multiple drainage ways managed by Galveston County Drainage District No.2.

In order to provide flood relief to the City of La Marque, a stormwater management plan is desperately needed. An additional localized urban drainage analysis will need to be provided in conjunction with the existing riverine floodplain analysis to assist in identifying areas of concern and the most beneficial solutions.



By proposing using limited field survey, coupled with latest LiDAR and aerial imagery, an existing conditional analysis will need to be created to map existing local flooding conditions in several flood prone areas identified by the The City. These existing conditions models will then be used to help identify areas where drainage infrastructure\additional drainage conveyance need to be improved and/or proposed to help alleviate flooding outside of the floodplain areas of the surrounding creeks.

The stormwater management plan will also identify the cause of flooding in various target areas to classify whether the flooding is caused by riverine floodplain or localized sheet flow flooding. The stormwater management plan will also prioritize the future proposed improvements based on construction cost, urgency of the need, and the use of a cost benefit ratio analysis. The future results and shapefiles generated through survey and modeling will be provided to the City to create a GIS database of their storm network for future improvement projects.

Preliminary Cost Estimate: \$899,500.



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

SUMMARY

Governor Abbott and the Texas Division of Emergency Management (TDEM) announce the open application period for the FEMA Hazard Mitigation Grant Program (HMGP) related to FEMA-DR-4485 (COVID-19 Pandemic). The application period will be open from December 10, 2021 through **June 30, 2022** (extended from April 29, 2022).

All entities seeking funding under this opportunity must have a FEMA approved Hazard Mitigation Plan at the time the project is submitted to FEMA for consideration and at the time an award is made except for projects to develop or update mitigation plans. An exception to this requirement may be requested on a case-by-case basis in accordance with [FEMA's 2015 Hazard Mitigation Assistance Guidance](#).

All applications must be received by TDEM through the [Grants Management System](#) (GMS) no later than **June 30, 2022 at 5:00 PM** to be considered for funding.

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Hazard Mitigation Grant Program (HMGP) DR-4485 | COVID-19 Pandemic

APPLICANT ELIGIBILITY AND STATE PRIORITIES

Eligibility

- Eligible subapplicants include local governments and communities, state agencies, and private nonprofit organizations providing essential governmental services.

State Priorities and Considerations (not in priority order)

- Eligible jurisdictions within the declared counties for the disaster declaration.
- Projects that address the principal hazards associated with the disaster declaration (including requests made for assistance from the Texas State Operations Center).
- Projects that demonstrate the greatest community benefit including high Benefit-Cost-Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects.
- Projects that clearly link to the subapplicants hazard mitigation plan.
- Projects that focus on multi-jurisdictional/regional/watershed/COG levels.

TIPS FOR APPLICATION DEVELOPMENT

- Develop applications in a modular format with scaled deliverables and costs so that partial funding may be considered if the full project amount is not approved.
- Be sure to submit your application to all open HMGP application opportunities and select the "share my application" section of the application to increase the opportunities for project award.
- If you have applied for other HMGP or BRIC grants but have not received an award, it is strongly suggested that you submit quality applications to every available grant opportunity.
- Demonstrate experience in managing grants as part of submission including understanding federal procurement processes and experience with FEMA's Hazard Mitigation Grant Program (HMGP).
- Contact your TDEM regional hazard mitigation grant coordinator/specialist early to assist with preparing a quality application.
- Review your Local Hazard Mitigation Plan and focus on the projects that mitigate the worst hazards in your community.

ELIGIBLE ACTIVITIES

- ✓ Property Acquisition & Structure Demolition/Relocation
- ✓ Structure Elevation
- ✓ Mitigation Reconstruction
- ✓ Dry Floodproofing Historical Structures
- ✓ Generators
- ✓ Flood Risk Reduction Projects
- ✓ Retrofitting of Existing Buildings & Structures
- ✓ Safe Room Construction
- ✓ Wind Retrofit for Family Residences
- ✓ Infrastructure Retrofit
- ✓ Soil Stabilization
- ✓ Wildfire Mitigation
- ✓ Post-Disaster Code Enforcement
- ✓ Hazard Mitigation Plans

TRAINING AND FEMA PROGRAM INFORMATION

Click on the links below to be redirected for information.

Hazard Mitigation Grant Program Information (FEMA) (Reference)

<https://www.fema.gov/grants/mitigation/hazard-mitigation>

Federal Procurement Training (Highly Recommended)

<https://bit.ly/TDEMProcurement>

Required Grant Terms and Conditions (Review Only)

<https://bit.ly/3dFpMG6>

FEMA Declared Counties Map (Reference)

<https://bit.ly/4485Counties>

CONTACT INFORMATION

Contact Information – Regional Hazard Mitigation Staff

<https://bit.ly/3EObkal>

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

05/23/2022

4. Applicant Identifier:

La Marque SWMP

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of La Marque

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

74-6012995

*** c. UEI:**

YJKKQFGMY838

d. Address:

*** Street1:**

1111 Bayou Rd

Street2:

*** City:**

La Marque

County/Parish:

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

77568-4160

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Suzy

Middle Name:

*** Last Name:**

Kou

Suffix:

Title:

Organizational Affiliation:

*** Telephone Number:**

(832) 226-8211

Fax Number:

*** Email:**

financedirector@cityoflamarque.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

FEMA

11. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

Hazard Mitigation Assistance Programs

* 12. Funding Opportunity Number:

DR-4485

* Title:

Hazard Mitigation Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

City of La Marque Storm Water Management Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant 14

* b. Program/Project 14

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 01/31/2023

* b. End Date: 01/31/2026

18. Estimated Funding (\$):

* a. Federal	841,932.00
* b. Applicant	
* c. State	
* d. Local	93,548.00
* e. Other	
* f. Program Income	
* g. TOTAL	935,480.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Keith

Middle Name:

* Last Name: Bell

Suffix:

* Title: Mayor

* Telephone Number: (409) 938-9202 Fax Number:

* Email: k.bell@cityoflamarque.org

* Signature of Authorized Representative:



* Date Signed: 6/27/2022

GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the award recipient, City of La Marque, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
- b. A Recipient is also a "non-federal entity" for administration purposes.
- c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
- d. A Subrecipient is also a "non-federal entity" for administration purposes.
- e. The "Grant" referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
- f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
- g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.
- A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
 - 1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 - 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 - 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 - 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 - 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 - 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 - 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
 - 8. Request for Information and Documentation referred to as "Exhibit H"

GRANT TERMS AND CONDITIONS

- B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
 2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

GRANT TERMS AND CONDITIONS

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

- G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this

Page 3 of 20

GRANT TERMS AND CONDITIONS

Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

GRANT TERMS AND CONDITIONS

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

GRANT TERMS AND CONDITIONS

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

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from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

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been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

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12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
 2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
 4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices**. All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

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Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- 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 or 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 or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

GRANT TERMS AND CONDITIONS

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

GRANT TERMS AND CONDITIONS

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

GRANT TERMS AND CONDITIONS

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

GRANT TERMS AND CONDITIONS

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

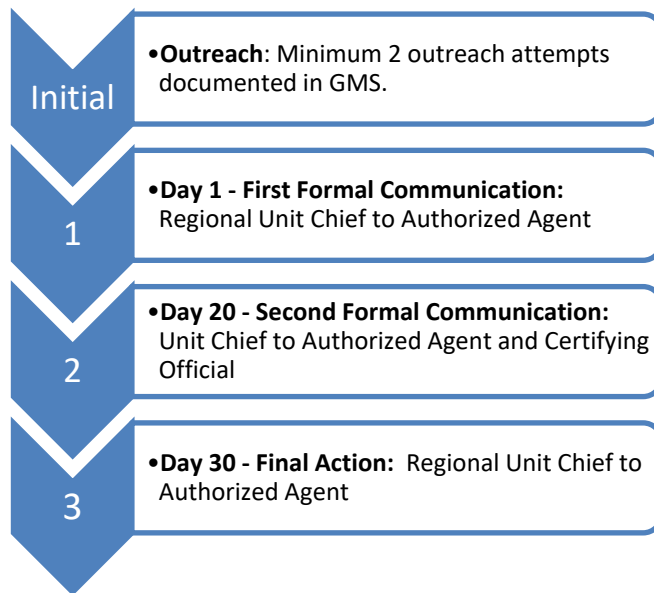
1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

Scope: This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



RFI Timelines

First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

Final Action

If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Ktz Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

Ktz Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

Ktz Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

Ktz State of Texas Assurances, hereinafter referred to as “Exhibit D”

Ktz Environmental Review Certification, hereinafter referred to as “Exhibit E”

Ktz Additional Grant Conditions, hereinafter referred to as “Exhibit F”

Ktz Additional Grant Certifications, hereinafter referred to as “Exhibit G”

Ktz Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Ktz
Signature of Certifying Official

6/13/2022

Date

Keith Bell, Mayor
Printed Name and Title



CITY COUNCIL AGENDA FORM

Meeting Date: July 11, 2022

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution No. _____, approving submittal of application to Texas Department of Emergency Management (TDEM) for funding opportunity pertaining to a Stormwater Management Plan.

☒ X

ATTACHMENTS FOR REFERENCE (All reference items in the order of importance)

1. Resolution No.
2. Notice of Funding Opportunity (NOFO)
3. Stormwater Management Plan Overview - submitted by Adico Eng.
4. Budget for Stormwater Management Plan - Adico Eng.
5. Timeline for Project - submitted by Adico Eng.
6. Application to TDEM - submitted by Grant Works

STAFF BRIEFING:

- The City's current Stormwater Management Plan is dated 2014
- The City has a Small Municipal Separate Stormwater Sewer System (MS-4) Permit, issued by Texas Commission on Environmental Quality (TXR040178)
- The City is required to regulate and properly maintain stormwater discharges from the City into US Waters under the MS-4 Permit.
- The updated Management Plan will include Master Planning for Stormwater improvements to meet the goals and objectives of the City and comply with MS-4 regulations mandated by the EPA & TCEQ.
- Application has been submitted to obtain funding by FEMA through TDEM for the Management / Master Plan with 90% Grant funding.
- Funding for the 10% City Share will come from recommended Stormwater Management Fees (to be approved), based on the current City Ordinance for Stormwater Management.
- Total Project Cost = \$935,480.00 (including 4% Contingencies)

City Engineer has reviewed and approved.

City Attorney has reviewed and approved.

Finance Director has reviewed and approved.

City Manager has reviewed and approved.



CITY COUNCIL AGENDA FORM

HISTORY:

TARGET IMPLEMENTATION: July 2025

SIGNIFICANT ACTION DATES:

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	\$93,548.00
Acct. Name(s)	
Line Items #	
Other Funding	

STAFF'S RECOMMENDATION: Motion to adopt Resolution No. , regarding submission of application for grant funding from Texas Department of Emergency Management in the amount of \$841,932.00 by Texas Department of Emergency Management under the the FEMA Hazard Mitigation Grant Program, with City share in the amount of \$93,548.00.

FISCAL IMPACT: \$93.548.00



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.VIII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion / possible action regarding approving an Agreement with the Texas Department of Agriculture (TDA) for a Community Development Block Grant for the Wisteria Storm Sewer Project in the amount of \$500,000

STAFF BRIEFING:

The City Council approved the selection of GrantWorks for Grant Administrator for a TDA Grant opportunity.

A public meeting was held in December 2022 to determine the best options for funding opportunities.

The City Council approved the Project and the application to TDA for the Wisteria Storm Sewer Project. (attached documents)

The Application and preliminary design and cost estimates were completed by GrantWorks and LJA Engineering, respectively.

The estimated project cost of \$500,000 will be funded with grant proceeds of \$425,000 and a City share of \$75,000.

The Application was accepted by TDA and a subsequent Funding Agreement was signed by the City Manager.

HISTORY:

Nov 2022 - Notice of Funding Opportunity released by TDA for various grant opportunities

Nov 2022 - Request for Proposals for Grant Administrator and Request for Qualifications for Engineering

Dec 2022 - Award of Grant Administrator and Engineering

Dec 2022 - Public Meeting to discuss options for TDA Grant opportunities

Feb 2023 - Income survey conducted by GrantWorks in the Project area.

May 2023- Application submitted to TDA

Oct 2023 - Preliminary notice that the Application was approved for funding.

Mar 2023 - City Manager signed the Funding Agreement (Contract)

FISCAL IMPACT:

Grant Approval for \$500,000 (maximum) City Share = \$75,000

The \$75,000 is being applied as a offset contribution for the Oak Street Bridge Project, being completed by TxDOT.



TEXAS DEPARTMENT OF AGRICULTURE GRANT AGREEMENT

GRANT RECIPIENT	La Marque		
GRANT PROGRAM	CDBG - Community Development Fund - 2023		
PROJECT TITLE	CDBG - Community Development Fund - 2023		
CFDA NUMBER	14.228		
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2024	through	1/31/2026

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant (  CDBG  ) funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 (  HCD Act  ), as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture (  Department  ) administers the State Community Development Block Grant (  TxCDBG  ) Program pursuant to Texas Government Code   487.051.

Grant Recipient has submitted a request for assistance under the above-referenced grant program (  Grant Program  ), hereinafter referred to as the   Application   and incorporated by reference into this Grant Agreement (  Agreement  ) for all purposes. This Agreement sets forth the obligations of Texas Department of Agriculture (  Grantor   or   Department  ), and Grant Recipient (collectively, the   Parties  ) along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described in the Application and in this Agreement (  Project  ), and the Department agrees to fund the Project up to the Grant Amount reflected below.

PROJECT DESCRIPTION

Storm sewer improvements along Wisteria Street

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all purposes: Performance Plan and Award Specific Conditions (Exhibit A), Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEED	\$500,000.00
MATCH AMOUNT (if applicable)	\$75,000.00

GRANTEE	GRANTOR
La Marque	TEXAS DEPARTMENT OF AGRICULTURE Trade and Business Development
1111 Bayou Road La Marque, Texas, 77568-4160	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING: Cesar Garcia, City Manager	PRINTED NAME AND TITLE OF PERSON SIGNING: Karen Reichel, Administrator for Trade & Business Development
DATE SIGNED: 3/20/2024	DATE SIGNED: 3/26/2024

Exhibit A

Performance Plan and Award Specific Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Wisteria Street - 03J

Grant Recipient shall address the following local need:

Frequent flooding resulting in inadequate drainage and threat to public safety.

Grant Recipient shall complete the following work:

Install approximately one thousand six hundred fifteen linear feet (1,615 LF) of twenty-four inch (24in.) culvert, twenty-four (24) concrete grate inlets, related driveway repairs, and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Wisteria Drive from Ross Avenue to Winding Way. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 71 persons, of which 50 or 70.42 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all Project related administration activities are completed, as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR §570.207, and from using grant funds or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the Project Schedule reflected below. Failure to meet any of the following milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Grant Applications, other published Department guidance, and conditions of this Agreement:

Pre-Agreement Cost Begins:	5/3/2023
Grant Contract Period Begins:	2/1/2024
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2024
Group B Forms Required to be Complete:	2/1/2025
Project Recommended to be Complete, including inspections:	10/1/2025
Grant Contract Period Ends:	1/31/2026
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2026

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. **Compliance:** It is understood and agreed by the Parties that performance under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974, as identified in the Authority and Purpose provision of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance under this Agreement, both Parties agree that such performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may, from time to time during the period of performance of this Agreement, issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement, and shall be binding upon Grant Recipient, as if written herein; provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal or State laws or regulations, are automatically incorporated by reference into this Agreement for all purposes without written amendment and shall become effective on the date designated by such law or regulation.

2. **Environmental Review:** Grant Recipient understands and agrees that it is responsible for environmental review,

decision-making, and action under 42 U.S.C. §5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. §§4321 *et seq.*], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR §58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.

3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR §570.486 and this Agreement.

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide for a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent, visible public area identifying the Project as funded by the Department. The signage must be legible from a distance of at least three (3) feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR §570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR §570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*.

9. The Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grantee until these special conditions are met. Grantee shall submit to the department:

Certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.

11. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

Exhibit B**Budget****A. Approved Budget**

1. It is understood and agreed that the total amount of grant funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend grant funds under this award in accordance with the approved Project budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	\$389,600.00
Engineering	\$75,000.00
Admin	\$35,400.00
Total Grant Awarded	\$500,000.00
Committed as Match	\$75,000.00
Match Ratio	15.00%

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 5/3/2023, and if Grant Recipient complied with all requirements for the release of such grant funds.

Exhibit C**General Terms and Conditions - Federal Grant****SECTION 1. COMPLIANCE WITH APPLICABLE LAWS**

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be applicable. If said funds or any part thereof are or become unavailable, the Department may terminate this Agreement or reduce the grant amount, as applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations.

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards (TxGMS) promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov't Code, Chapter 783). Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award.

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan under Exhibit A and the Project Budget reflected in Exhibit B.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the Project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the

request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§7501-7507). Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient's failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the Application, attached hereto and incorporated by reference as part of the Agreement for all purposes. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;
- (3) Effective internal and accounting controls over all funds, property, and other assets. Grant Recipient shall have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and
- (4) Accounting records that are supported by source documentation.

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

D. In accordance with Article IX, Section 4.04 of the General Appropriations Act for the State Biennium for Fiscal Year 2022-2023 (ñGAAñ), Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, Subpart D; and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

- A. Grant Recipient shall submit timely, complete, and accurate progress, performance, and financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in Exhibit A, Award Specific Conditions.
- B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.
- C. Extensions to the reporting due dates prescribed in Exhibit A, Award Specific Conditions, may be granted by the Department upon receipt of a written request from Grant Recipient.
- D. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in: (i) the revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

SECTION 10. RECORD RETENTION

- A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.
- B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.
- C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.
- D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the grant funds provided and shall assure the award is administered in compliance with all applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each Grant Program and will identify areas where technical assistance and other support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits, and other reviews. However, the Department retains the right to make unannounced visits, inspections, and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States Postal Service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or

State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all applicable laws and regulations.

B. Upon the Department's review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the information contained in the reports.

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department and withhold further payments. The notice of suspension shall state the reason for the action, the effective date of the suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished.

- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by the Department. The notice of termination shall state the reason for the action, the effective date of the termination and the closeout procedures to be followed. As of the effective date of a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.
- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or programmatic integrity of the Agreement has been compromised. The notice of termination pursuant to this provision shall state the reason for the action, the effective date of the termination and closeout procedures to be followed. As of the effective date of such a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed and other deliverables under the Agreement. The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an independent contractor with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR 200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
 - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;
 - b. has a direct or indirect financial interest in the outcome of the Project; or
 - c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.
- (3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular

term or provision held to be invalid. This Section 24 shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "PIA"). Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information Grant Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.

Exhibit D**Certifications and Assurances to CDBG Grant**

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. **LEGAL AUTHORITY** Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the Agreement, to provide such additional information as may be required, to sign and execute the Agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
2. **AFFIRMATIVELY FURTHER FAIR HOUSING** Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. §§3601 *et seq.*), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
3. **ANTI-LOBBYING** Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. §1352(b) (5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
4. **CHILD SUPPORT PAYMENTS** Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
5. **CITIZEN PARTICIPATION** Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.105.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).
7. **CONSERVATION** Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*), related to protecting components or potential components of the national wild and scenic river system.
8. **CONTRACT OVERSIGHT** Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS ĩ Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) ĩ Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION ĩ Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW ĩ Grant Recipient represents and warrants its compliance with 2 CFR Ā200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS ĩ Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED ĩ In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS ĩ Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. ĀĀ4601 ĩ 4655) and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION ĩ The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement.

17. DRUG-FREE WORKPLACE ĩ Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS ĩ Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. ĀĀ4321 *et seq.*) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY ĩ Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of Āfederally assisted construction contractĀ in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. EXCESSIVE FORCE – It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES – Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. FAIR LABOR STANDARDS – Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY – Grant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the UEI number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE – Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. §4001 et seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. HISTORIC PRESERVATION – Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order No. 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§312501 - 312508).

26. LEAD-BASED PAINT – Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION – Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- Å The Civil Rights Act of 1964, as amended (42 U.S.C. ÅÅ2000d *et seq.*);
- Å Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Å794);
- Å The Americans with Disabilities Act of 1990 (42 U.S.C. ÅÅ12101 *et seq.*); and
- Å The Age Discrimination Act of 1975 (42 U.S.C. ÅÅ6101 *et seq.*).

28. OPEN MEETINGS ĩ If Grant Recipient is a governmental entity, Grant Recipient represents and affirms that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY ĩ Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. Ā1501 *et seq.*).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT ĩ Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

31. SECTION 3 ĩ Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS ĩ Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS ĩ Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.



CITY COUNCIL AGENDA FORM

Meeting Date: March 13, 2023

Prepared by: R. Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution _____ for the delegation of signatories for Texas Community Development Block Grant (TxCDBG) Application and financial matters.

☒

ATTACHMENTS FOR REFERENCE

- Resolution _____ Signatory delegation and responsibilities for the TxCDBG Application and Financial matters.

STAFF BRIEFING:

- Council must approved the delegation of signatories for the TxCDBG Application.
 - City Manager reviewed and approved.
 - Finance Director reviewed and approved.
 - City Attorney reviewed and approved.
 - Grant Administrator reviewed and approved.

HISTORY:

- Approval of the Application Process for TDA TxCDBG Program - October 25, 2022



CITY COUNCIL AGENDA FORM

Meeting Date: March 13, 2023

Prepared by: R. Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding adopting Resolution _____ for the submission of Texas Community Development Block Grant (TxCDBG) Application and adopting required Civil Rights policies pertaining to a Stormwater Capital Improvement Project - "Wisteria Storm Sewer Improvements"

☒ X

ATTACHMENTS FOR REFERENCE

- Resolution _____ Application with Civil Rights policies
- Document explaining Civil Rights policies.
- Project Scope, estimated cost, and Area Map
- Summary of TxCDBG Program
- Public Meeting Minutes

STAFF BRIEFING:

- Council approved the process to proceed with the TxCDBG Program on October 25, 2022, authorizing staff to select Project Administrator and Engineering Firm to develop a Project for funding in the amount of \$500,000
- Council approved staff recommendations for Grant Administrator (GrantWorks) and Engineering Firm (LJA Engineering) on December 12, 2022
- The Application for submittal is ready for Council approval
- The Project was selected based on prior Preliminary Engineering completed for Capital Improvement Projects (CIP) within the Stormwater Division.
- Stormwater was selected based on the current major CIP being completed with Water and Wastewater Divisions.
 - City Manager reviewed and approved.
 - Finance Director reviewed and approved.
 - City Attorney reviewed and approved.
 - Grant Administrator reviewed and approved.

HISTORY:

- Approval to proceed with TxCDBG Program and selection process for Grant Administrator and Engineering Services - October 25, 2022
- Resolution R2022-106 - Grant Administrator selection - December 12, 2022
- Resolution R2022-107 - Engineering Services selection - December 12, 2022
- Public Meeting to discuss TxCDBG Program - December 19, 2022



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

ACTIVITY	Estimated Date
Resident Interviews for LMI status	March 2023
TxCDBG Application Submittal Deadline	April 3, 2023
Approval of Application	Fall 2023
Engineering Agreement for Design	Fall 2023
Construction Bid Opening	November 2023
Construction Bid Award	December 2023
Construction Start	March 2024
Construction Completion	May 2024
Project Acceptance	June 2024

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	Total =\$500,000 City = \$75,000
Acct. Name(s)	Stormwater Capital Project
Line Items #	
Other Funding	HUD - Texas Department of Agriculture

ACTION:

FISCAL IMPACT: \$75,000 for the City Share. Total Project cost is estimated at \$500,000 funded through Texas Department of Agriculture using U.S. Department of Housing and Urban Development (HUD) Grant Funds.

STAFF'S RECOMMENDATION: Motion to approve the Application for TxCDBG HUD Grant Funds for the Wisteria Storm Sewer Improvement Project in the amount of \$500,000

Exhibit A

Performance Plan and Specific Award Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms of conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Urgent Needs. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within 30 days of notice or such timeframe as requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Wisteria Street - 03J

Grant Recipient shall address the following local need:

Frequent flooding resulting in inadequate drainage and threat to public safety.

Grant Recipient shall complete the following work:

Install approximately one thousand six hundred fifteen linear feet (1,615 LF) of twenty-four inch (24in.) culvert, twenty-four (24) concrete grate inlets, related driveway repairs, and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Wisteria Street from Ross Street to Winding Way. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 71 persons, of which 50 or 70.4225352113 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all projectrelated administration activities are completed as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the following Project Schedule. Failure to meet any of the below milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Applications, other published guidance, and conditions of this agreement.

Pre-Agreement Cost Begins:	5/3/2023
Grant Contract Period Begins:	2/1/2024
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2024
Group B Forms Required to be Complete:	2/1/2025
Project Recommended to be Complete, including inspections:	10/1/2025
Grant Contract Period Ends:	1/31/2026
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2026

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. Compliance: It is understood and agreed by the parties that performances under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974 as identified in the Authority and Purpose of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this Agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement and shall be binding upon Grant Recipient, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.

3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR 570.486 and this Agreement.

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent visible public area identifying the project as funded by the Department. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR 570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than twelve (12) months after the Agreement start date. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in the Project Schedule above as Group B Forms Required to be Complete.

9. The Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grantee until these special conditions are met. Grantee shall submit to the department:

a. Certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.

11. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

Exhibit B**A. Approved Budget**

1. It is understood and agreed that the total amount of funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend funds under this award in accordance with the approved budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project Budget must be approved in writing by both the Department and Grant Recipient.

Hud Activity	Recommended Amount	Recommended Match
03J	\$389,600.00	\$75,000.00
Engineering	\$75,000.00	\$0.00
Admin	\$35,400.00	\$0.00

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grantee prior to the effective date of the Agreement if incurred after 5/3/2023 12:00:00 AM, and if Grantee complied with all requirements for the release of funds.

Exhibit D

Certifications and Assurances - CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. LEGAL AUTHORITY - Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
2. AFFIRMATIVELY FURTHER FAIR HOUSING - Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. 3601 et seq.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
3. ANTI-LOBBYING - Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
4. CHILD SUPPORT PAYMENTS - Grant Recipient represents and warrants that it will included the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
5. CITIZEN PARTICIPATION - Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.
6. CLEAN AIR AND WATER POLLUTION CONTROL - Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION - Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et. seq.), related to protecting components or potential components of the national wild and scenic river system.

8. CONTRACT OVERSIGHT - Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS - Grant Recipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) - Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION - Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW - Grant Recipient represents and warrants its compliance with 2 CFR 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS - Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED - In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS - Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§4601 - 4655) and implementing regulations at 49CFR Part 24 and 42 Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

17. DRUG-FREE WORKPLACE - Grant Recipient represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS - Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b).

20. EXCESSIVE FORCE - It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES - Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. FAIR LABOR STANDARDS - Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§ 201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY - Grant Recipient represents and warrants that it will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE - Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C § 4001 et seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. HISTORIC PRESERVATION - Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§ 312501 - 312508).

26. LEAD-BASED PAINT - Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION - Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

28. OPEN MEETINGS - If Grant Recipient is a governmental entity, Grant Recipient represents and warrants that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY - Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. § 1501 et seq.).

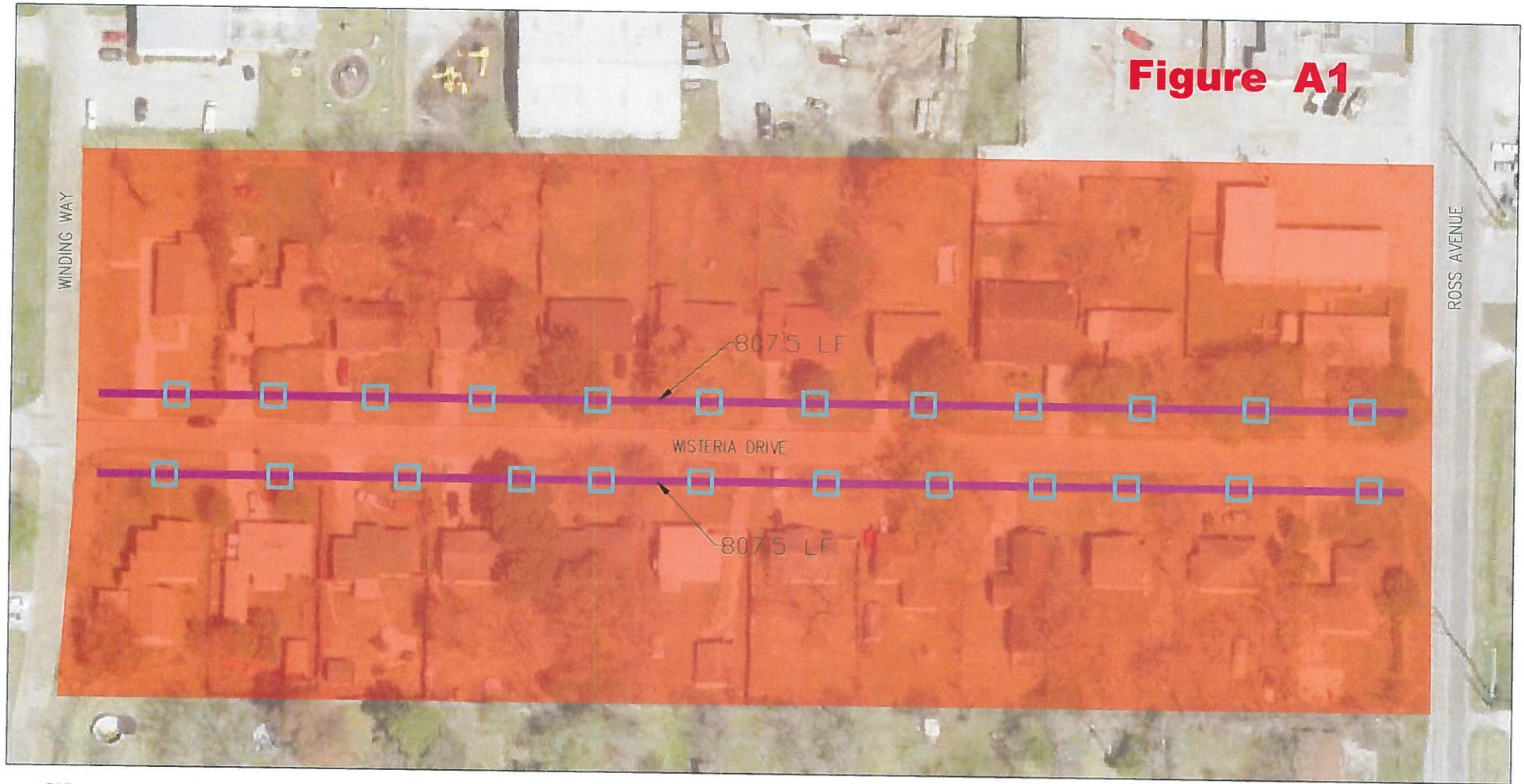
30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT - Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

31. SECTION 3 - Grant Recipient certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS - Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

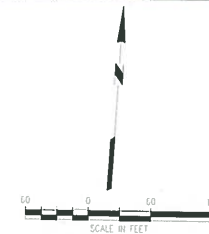
Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Figure A1



LEGEND

- NEW DRAINAGE SYSTEM BENEFICIARIES
- PROPOSED INLETS
- NEW DRAINAGE SYSTEM



CITY OF LA MARQUE	
WISTERIA DRIVE PROJECT MAP	
LJA Engineering, Inc.	
11821 East Freeway Suite 360 Houston, Texas 77029	Phone 713.450.1300 Fax 713.450.1365 FRN- F 1366
SCALE: AS SHOWN	200' (1:6,000)

KW



CITY COUNCIL AGENDA FORM

Meeting Date: October 25, 2022

Prepared by: Rick Sailer

Department: Public Works

Agenda item: _____

Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding solicitation for Grant Administrator and Engineering Services for Texas Community Development Block Grant administered through the Texas Department of Agriculture.

☒ X

ATTACHMENTS FOR REFERENCE

1. TDA - Community Development Block Grant Information
2. Solitation Letter - Grant Administrator
3. Solitation Letter - Engineering Services

STAFF BRIEFING:

- The Texas Department of Agriculture is offering a \$500,000 (max) Community Development Block Grant 2023-2024
- Application deadline is scheduled for Spring 2023
- City staff would like to begin the Application process early to avoid last minute application deadlines.
- Estimated City Share is 10-25% (NOFO has not been released)
- City Manager has reviewed and approved.
- Finance Director has reviewed and approved.
- City Engineer has reviewed and approved.
- City Attorney has reviewed and approved.

HISTORY: N/A

TARGET IMPLEMENTATION: December 2022

SIGNIFICANT ACTION DATES: Spring 2023

STAFF'S RECOMMENDATION: Motion to approve solicitation of Grant Administration and Engineering Services for Texas Community Development Block Grant administered by Texas Department of Agriculture with a maximum funding amount of \$500,000.

FISCAL IMPACT: \$50,000 (10%) - \$125,000 (25%) = City Share

RESOLUTION NO. R-2023-0017

A RESOLUTION OF THE CITY COUNCIL OF LA MARQUE, TEXAS, AUTHORIZING THE SUBMISSION OF A 2023/2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of La Marque desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of La Marque to apply for funding under the Texas Community Development Block Grant Program;

WHEREAS, the City of La Marque, in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;
- in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;
- in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;
- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;
- in accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

WHEREAS, the City of La Marque, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for up to \$500,000 of grant funds to provide storm sewer improvements.
4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
5. That it further be stated that the City of La Marque is committing at minimum \$75,000 from its General Fund as a cash contribution toward the administration, engineering, and/or construction activities of this storm sewer improvements project.
6. The City of La Marque adopts the following policies:
 - a. Citizen Participation Plan and Grievance Procedures (Form A1013);
 - b. Excessive Force Policy (Form A1003);
 - c. Fair Housing Policy (Form A1015);
 - d. Section 504 Policy and Grievance Procedures (Form A1004); and
 - e. Code of Conduct Policy (Form A1002).
7. The City of La Marque affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:
 - f. Section 3 economic opportunity;
 - g. Limited English Proficiency; and
 - h. Activity to affirmatively Further Fair Housing choice.

Passed and approved this 13TH day of MARCH 2023.



Keith Bell, Mayor
City of La Marque, Texas

Cesar Garcia, City Manager
City of La Marque, Texas

**CITY OF LA MARQUE
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have “meaningful access” to all aspects of the TxCDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture’s Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of La Marque, 1111 Bayou Road, La Marque, TX 77568, 409-938-9202, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 1111 Bayou Road, La Marque, TX 77568, or may call 409-938-9202.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City of La Marque shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City of La Marque, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City of La Marque, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.

Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City of La Marque:

3. The City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of La Marque shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

At a minimum, the City of La Marque

1. shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

The City of La Marque

2. shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum

and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City of La Marque must comply with the following citizen participation requirements in the event that the City of La Marque receives funds from the TxCDBG program:

The City of La Marque

1. Shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.

Upon completion of the TxCDBG project, the City of La Marque

2. Shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.

The City of La Marque

4. shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Cesar Garcia, City Manager
City of La Marque

Date

LA CIUDAD DE LA MARQUE
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en La Ciudad de La Marque, 1111 Bayou Road, La Marque, TX 77568, 409-938-9202, en horario de oficina.

A continuación, se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a El Administrador de la Ciudad en La Ciudad de La Marque, 1111 Bayou Road, La Marque, TX 77568, 409-938-9202.
2. Una copia de la queja o reclamación se transmitirá por el alcalde/el juez a la entidad que es encargada de la queja o reclamación y al Abogado de La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Administrador de la Ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por La Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y La Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxDBG:

1. Como mínimo, La Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que La Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, La Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

Cesar Garcia, Administrador de la Ciudad
Ciudad de La Marque

Fecha

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of La Marque hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of La Marque to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of La Marque to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
3. The City of La Marque will introduce and pass a resolution adopting this policy.

As officers and representatives of City of La Marque, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Cesar Garcia, City Manager
City of La Marque

Date

Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of La Marque hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of La Marque does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of La Marque recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of La Marque shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of La Marque shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of La Marque to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the City Manager, 1111 Bayou Road, La Marque, TX 77568, or call 409-938-9202, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

- g. The Section 504 coordinator shall maintain the files and records of the City of La Marque relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of La Marque within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of La Marque complies with Section 504 and HUD regulations.

Cesar Garcia, City Manager
City of La Marque

Date

Code of Conduct Policy of the City of La Marque

As a Grant Recipient of a TxCDBG contract, City of La Marque shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of La Marque shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of La Marque shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict-of-interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of La Marque Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Cesar Garcia, City Manager
City of La Marque

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, The City of La Marque hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of La Marque agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of La Marque agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of La Marque will introduce and pass a resolution adopting this policy.

As officers and representatives of City of La Marque, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Cesar Garcia, City Manager
City of La Marque

Date

RESOLUTION NO. R-2023-0018

A RESOLUTION OF THE CITY COUNCIL OF LA MARQUE, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of La Marque desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of La Marque is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application and the City's participation in the Texas Community Development Block Grant Program:

- The Mayor and City Manager shall serve as the City's Chief Executive Officer and Authorized Representative to
 - execute a grant application and any subsequent contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the City, and
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded the City Finance Director is authorized to
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Passed and approved this 13TH day of MARCH 2023.



Keith Bell, Mayor
City of La Marque, Texas

Cesar Garcia

Cesar Garcia, City Manager
City of La Marque, Texas

Resolution No. R-2023-0018

Final Audit Report

2023-03-15

Created:	2023-03-15
By:	Kierra Nance (k.nance@cityoflamarque.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMxI8FdFbN2yDHmplWdEYT4VQ0FUbwM7x

"Resolution No. R-2023-0018" History

-  Document created by Kierra Nance (k.nance@cityoflamarque.org)
2023-03-15 - 3:54:40 PM GMT
-  Document emailed to Cesar Garcia (c.garcia@cityoflamarque.org) for signature
2023-03-15 - 3:55:00 PM GMT
-  Email viewed by Cesar Garcia (c.garcia@cityoflamarque.org)
2023-03-15 - 6:18:16 PM GMT
-  Document e-signed by Cesar Garcia (c.garcia@cityoflamarque.org)
Signature Date: 2023-03-15 - 6:18:25 PM GMT - Time Source: server
-  Agreement completed.
2023-03-15 - 6:18:25 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Amy Miller

Department: Library

Agenda Item: 8.IX.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion / possible action regarding the submission of a grant application to the Texas Book Festival for \$2,500

STAFF BRIEFING:

Texas Book Festival awards grants to support collection enhancements for public libraries in Texas. Funding comes from book sales during the annual Texas Book Festival weekend each November in Austin. If awarded this grant, La Marque Public Library would use funds to expand and improve the juvenile graphic novel collection.

HISTORY:

Since the Texas Book Festival's founding in 1995, been part of its mission has been to promote literacy and to support Texas libraries. To date, the organization has funded 1,402 grants totaling more than \$3.5 million to libraries throughout the state. This will be the first time La Marque Library has applied for this grant.

FISCAL IMPACT:

\$2,500 in additional funding for library books.



Application for 2024 Texas Book Festival Collections Enhancement Grant

General Instructions for 2024 Grants

Texas Book Festival accepts applications from Texas public libraries. Only complete applications will be considered. Libraries that do not submit their final reports for past library grants in a timely manner will not be considered during the current application cycle. All grant applications will be reviewed by a committee selected by the Texas Library Association and Texas Book Festival.

When to Apply

The Texas Book Festival has one funding period per year for Library Grants. For the 2024 cycle, applications will be accepted no later than **April 26, 2024**.

Where to Apply

Please email your completed application, in PDF format, to: TLA, Wendy Woodland at wendyw@txla.org (Please ensure you have completed all steps of the application before submitting).

Faxed applications will not be accepted. If you have questions or concerns, please contact the Texas Book Festival at (512) 477-4055 or bookfest@texasbookfestival.org.

We fund Collections Enhancements Grants

Texas Book Festival's vision is to inspire Texans of all ages to love reading. Through TBF's Collections Enhancement grants, Texas public libraries can upgrade or increase book collections, Ebooks, audiobooks, and special collections in support of community needs.

Note About Ebooks and Audiobooks

Ebook and audiobook subscription services and the individual purchasing of Ebooks and audiobooks may be funded if the library already has a subscription service and/or e-readers established. If the library is seeking funding for Ebooks and/or audiobooks, the library must include details about its current e-readers and subscription services in section 1A of the grant application. As the purpose of the TBF Collection Enhancement grants is to enhance public content through sustainable collections, TBF funds should not be used to initiate e-content subscriptions when no history of ongoing funding is present.

Important Dates

April 26: Application deadline

August 30: Winners will be notified and checks will be mailed by this date

These items Will NOT be funded:

- Videos (VHS or DVD)
- Equipment for staff use
- Music CDs
- Giveaway books
- Marketing programs
- Subscriptions
- Textbooks
- Kits
- Programming materials
- Hardware (reformat)
- Accelerated readers
- Furniture, carpeting and office supplies
- Gaming Technology
- Televisions or DVD Players
- Hardware for staff use
- Specific "Computers for Tots"

Final Report Submission

If an award is granted, it is agreed that the grantee will complete the Texas Book Festival Final Report and submit it no later than March 1, 2025 by email to michelle@texasbookfestival.org.

Grant Writing Tips

1. Fill out the application electronically and ensure it is complete. Please do not fill out the application by hand.
2. Be specific and direct.
3. Check your spelling and grammar.
4. Demonstrate your community's need and how you will fulfill this need with the grant funds. Who lives in your community? Are all community members' needs being met by your current collection? (consider language and diversity among other needs and interests)
5. Do not assume that the evaluator is a librarian—refrain from using library terminology.
6. Provide a concise budget and attach quotes from vendors to show what your actual costs will be. If requesting physical books for your collection, we highly recommend and will award additional points to applications if using a vendor that will provide you with shelf-ready books. This way, the books are processed quickly and available to patrons. Consider using the *School Library Journal* for average prices if you cannot obtain actual vendor quotes and note why you cannot obtain actual vendor quotes.
7. Provide a timeline of your project, including when you will order items, receive them, implement them, and promote them to your desired community.

8. Provide community statistics to show your needs and how the project will address those needs.
9. When demonstrating your publicity plan, make sure you are sharing within and beyond your library space. Please share how you will reach your audience to promote the project and the Texas Book Festival award.

District boundary as listed by TLA: _____ See [TLA Districts](#)

Name of library: _____

Has this library received a Texas Book Festival Grant in the past? No _____ Yes _____

If you have received the grant before, in which years (please list)?:

Are you a branch library? No _____ Yes _____

If branch, provide headquarters library: _____

Please note that we will only award one grant per branch system

Please select the grant that you are applying for. Your stated budget should add up to this amount.

_____ I am applying for an e-content (Ebooks and/or audiobooks) grant for \$2,500

_____ I am applying for a collections enhancement grant (physical books) for \$2,500

If awarded this grant, the check should read: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Mailing address (where check should be mailed): _____

City: _____ Zip: _____ County: _____

Library Director: _____ Email: _____

Information about library:

Number of full-time employees	
Number of part-time employees	
Current yearly budget	
Average number of books checked out per month	

If an award is received, this library agrees to submit a progress report including an accounting of funds by March 1, 2025 to: michelle@texasbookfestival.org

Signature of Head Librarian

Date

Branch library applications must have signature of library director

1. Project Description

- A. Please explain how you will use the Texas Book Festival grant funds to increase or upgrade collections. [Suggested word count: 300-500]
- B. Describe the need or gaps you have identified in your collection and state how the Texas Book Festival award will be used to meet the need or fill those gaps identified. Please include data to support the need. For example, if you are requesting books to enhance your Spanish language collections, please share statistics and details that help us understand your current collection, the need that is not being met fully, and how the books you've chosen will help make a difference for your patrons. [Suggested word count: 300-500]
- C. Describe who in your community will benefit from this award. [Suggested word count: 150-300]

2. Proposed BUDGET

- A. Give an estimated budget and number of books and book-related materials to be purchased with these funds. Funds must add up to the selected grant amount (\$2,500). Funds may be requested for the purchase of physical books OR e-content, including audiobooks or Ebooks. Your request should not include a mix of physical books and e-content. An example of how to fill in the table is provided below. Please delete the example and input your data. Add to the table as necessary.

Genre	Titles	Quantity	Cost Each	Total Cost
Adult Fiction	Good Book 1	3	10.00	30.00
	Good Book 2	3	10.00	30.00
	Good Book 3	3	10.00	30.00
Children's Non-Fiction	Good Book 1	1	20.00	20.00
	Good Book 2	1	20.00	20.00
	Good Book 3	1	20.00	20.00
Audiobook (Fiction)	Good Book 1	1	15.00	15.00
	TOTAL COST			\$2500

- B. Where do you plan to purchase the books from and why? We highly recommend and will award additional points to applications if using a vendor that will provide you with shelf-ready books. This way, the books are processed quickly and available to patrons. [Suggested word count: 50-200]
- C. Please attach specific quotes from vendors to support your above estimates as addendums to this application. Please list all attached quotes below.

3. Timeline

- A. Provide a brief timeline of how you will use the funds, shelve the books, market the Texas Book Festival, and complete the final report. Please note that we request that the majority of books purchased with TBF funds are shelved by December. [Suggested format: table or list]

B. Complete and submit the final report. Deadline: March 1, 2025

4. Publicity / Promotion

A. Below is a list of ways we ask that libraries promote Texas Book Festival and the Collections Enhancement Grant. Please check the items that you are willing and able to do.

- _____ Instagram - posts, reels, and/or stories
- _____ X (formerly Twitter) - post
- _____ Facebook - post
- _____ Blog post or announcement on your website

- _____ Bookplates in purchased books or stickers on spines
- _____ Emails to listserv or newsletter
- _____ Signage and/or displays in library

A. Do you have other ideas on how to spread awareness of the Texas Book Festival in your community? If so, please describe. [Suggested word count: 100-300]

B. How will you educate your staff and volunteers on the new collection? [Suggested word count: 250]

Thank you for applying for Texas Book Festival's 2024 Texas Library Grant! We are honored to support libraries across the state.

Presented By:





CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Kathleen Van Stavern

Department: Development Services

Agenda Item: 8.X.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion/ possible action regarding a request to extend approval of a Preliminary Plat for Trails of Woodhaven Lakes Section 2

STAFF BRIEFING:

April 25, 20023: P & Z recommended approval of a Preliminary Plat for Trails of Woodhaven Lakes Section 2

HISTORY:

April 17, 2023: Letter of Recommendation to Approve Preliminary Plat received from Adico, LLC

April 25, 20023: P & Z recommended approval of a Preliminary Plat for Trails of Woodhaven Lakes Section 2

May 8, 2023: City Council approved Preliminary Plat for Trails of Woodhaven Lakes Section 2

FISCAL IMPACT:

N/A

April 10, 2024

City of La Marque
Development Services
1130 1st Street
La Marque, TX 77568

Attention: Kathleen Van Stavern, Director of Development Services

Re: Trails at Woodhaven Lakes Section Two Preliminary Plat Extension

Ms. Stavern,

On May 8, 2023, City Council approved the Preliminary Plat of Trails at Woodhaven Lakes Section Two. As the authorized agent for Trails at Woodhaven Lakes, LTD., we are respectfully requesting a one-time 6-month extension of approval for the Preliminary Plat of Trails at Woodhaven Lakes Sec 2.

It would be greatly appreciated if this Extension of Approval Request was placed on the next scheduled City Council meeting for approval.

Please contact me if you have any questions or need any additional information.

Thank you,

Cathy Fontenot

Cathy Fontenot
Senior Plat Coordinator
Pape-Dawson Engineers



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

STATE OF TEXAS
COUNTY OF GALVESTON

WE, TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP OF TRAILS AT WOODHAVEN LAKES SECTION TWO, DO HEREBY MAKE SUBDIVISION ON SAID PROPERTY ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS TRAILS AT WOODHAVEN LAKES SECTION TWO IN THE STEPHEN F. AUSTIN LEAGUE NO. 4, A-2 IN GALVESTON COUNTY, TEXAS; AND DEDICATE THE STREETS, AND EASEMENTS SHOWN THEREON FOREVER.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENT. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

THIS IS TO CERTIFY THAT WE, TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF LA MARQUE IN GALVESTON COUNTY, TEXAS.

IN TESTIMONY WHEREOF, TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY INMOBILIA 2000 OF TEXAS, INC., ITS GENERAL PARTNER AND BY ANTONIO PADUA, AUTHORIZED REPRESENTATIVE, THIS ____ DAY OF _____ 2024.

TRAILS AT WOODHAVEN LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: INMOBILIA 2000 OF TEXAS, INC.,
ITS GENERAL PARTNER

BY: ANTONIO PADUA,
AUTHORIZED REPRESENTATIVE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED INMOBILIA 2000 OF TEXAS, INC., ITS GENERAL PARTNER AND BY ANTONIO PADUA, AUTHORIZED REPRESENTATIVE OF TRAILS AT WOODHAVEN LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THEIR NAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____ 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES: _____

I, DAVID E. HUNT, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE. WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

DAVID E. HUNT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5198

WE HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF TRAILS AT WOODHAVEN LAKES SECTION TWO, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LA MARQUE, TEXAS, ON THE ____ DAY OF _____, A. D., 2024, AND BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ON THE ____ DAY OF _____, A. D., 2024.

ALAN WATERS
INTERIM CHAIRPERSON, PLANNING COMMISSION

KEITH BELL
MAYOR OF THE CITY OF LA MARQUE, TEXAS

I, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 2024, AT ____ O'CLOCK, ____ M., AND DULY RECORDED ON _____, 2024, AT ____ O'CLOCK, ____ M. IN INSTRUMENT NUMBER _____, GALVESTON COUNTY RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN, COUNTY CLERK,
GALVESTON COUNTY, TEXAS

BY: _____
DEPUTY

FIELD NOTES FOR 32.01 ACRES

Being a 32.01-acre tract of land located in the Stephen F. Austin League No. 4, A-2, in Galveston County, Texas; said 32.01-acre tract being a portion of a called 42.2590-acre tract of land recorded in the name of Trails at Woodhaven Lakes in Clerk's File Number 2017062418 of the Official Public Records of Real Property of Galveston County (O.P.R.P.G.C.) and a portion of a called 33.3575-acre tract of land recorded in the name of Trails at Woodhaven Lakes in Clerk's File Number 2018054049 of the O.P.R.P.G.C.; said 32.01 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone):

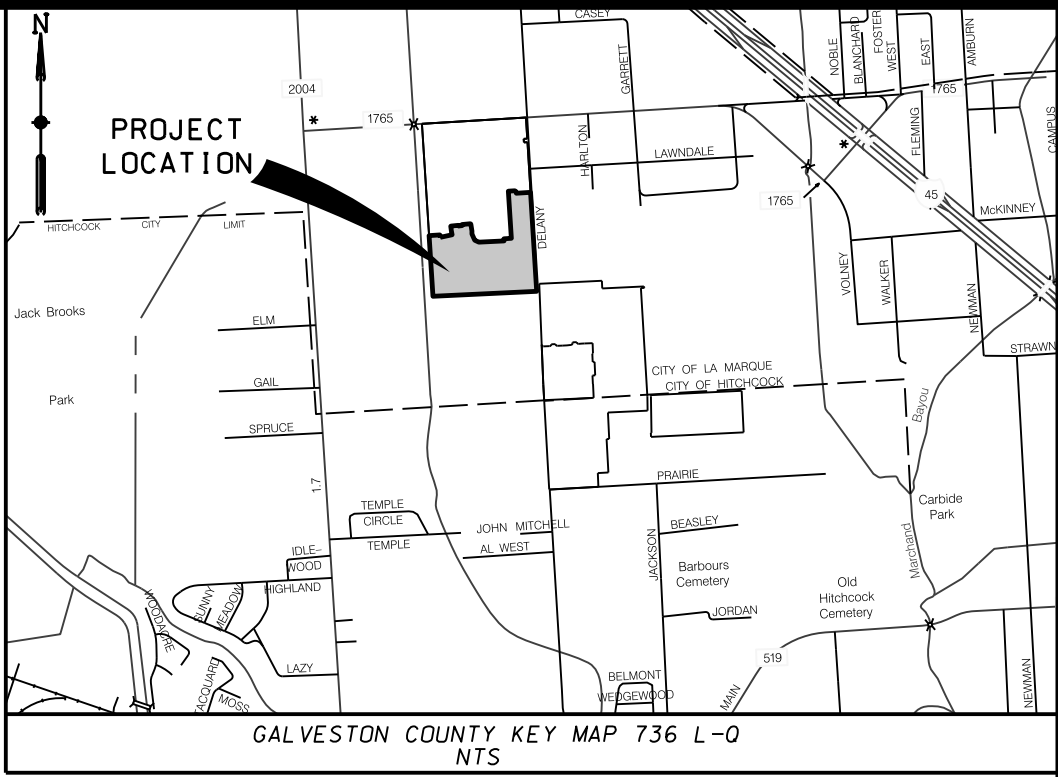
Beginning at a 5/8-inch iron rod found at the southeast corner of said 33.3575 acre tract and the northeast corner of a called 141.698 acre tract of land recorded in Clerk's File Number 9960110 of the O.P.R.P.G.C., same being on the occupied west Right-of-Way (R.O.W.) line of Delany Road (width varies);

1. Thence, with the common line of said 33.3575 acre tract and said 141.698 acre tract, South 88 degrees 02 minutes 00 seconds West, a distance of 1,461.92 feet to the southwest corner of said 33.3575 acre tract and the northwest corner of said 141.698 acre tract, same being on the east line of a called 11.3826 acre tract of land recorded in Clerk's File Number 2000065569 of the O.P.R.P.G.C.;

2. Thence, with the common line of said 33.3575 acre tract and said 11.3826 acre tract, North 02 degrees 53 minutes 13 seconds West, a distance of 856.15 feet to the southwest corner of Trails at Woodhaven Section One (File No. 2023006487, G.C.M.R.);

Thence, with the south line of said Trails at Woodhaven Section One, the following twenty-four (24) courses:

- North 87 degrees 06 minutes 47 seconds East, a distance of 151.66 feet;
- 34.57 feet along the arc of a curve to the left, said curve having a central angle of 01 degrees 31 minutes 04 seconds, a radius of 1,305.00 feet and a chord that bears South 10 degrees 40 minutes 32 seconds East, a distance of 34.57 feet;
- North 78 degrees 33 minutes 56 seconds East, a distance of 169.78 feet;
- North 09 degrees 50 minutes 12 seconds West, a distance of 58.72 feet;
- North 06 degrees 52 minutes 28 seconds West, a distance of 62.84 feet;
- North 52 degrees 57 minutes 14 seconds East, a distance of 4.16 feet;
- North 84 degrees 55 minutes 28 seconds East, a distance of 104.21 feet;
- 10.58 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 15 minutes 26 seconds, a radius of 25.00 feet and a chord that bears South 17 degrees 46 minutes 37 seconds East, a distance of 10.51 feet;
- North 84 degrees 21 minutes 06 seconds East, a distance of 50.00 feet;
- 15.51 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 54 minutes 41 seconds, a radius of 975.00 feet and a chord that bears North 05 degrees 11 minutes 34 seconds West, a distance of 15.51 feet;
- North 85 degrees 15 minutes 47 seconds East, a distance of 119.12 feet;
- South 51 degrees 29 minutes 33 seconds East, a distance of 7.28 feet;
- South 08 degrees 14 minutes 54 seconds East, a distance of 99.97 feet;
- South 01 degrees 15 minutes 12 seconds West, a distance of 40.71 feet;
- South 23 degrees 26 minutes 09 seconds East, a distance of 97.07 feet;
- South 64 degrees 17 minutes 41 seconds East, a distance of 64.07 feet;
- North 88 degrees 01 minutes 12 seconds East, a distance of 355.01 feet;
- North 02 degrees 53 minutes 13 seconds West, a distance of 30.26 feet;
- North 87 degrees 06 minutes 47 seconds East, a distance of 105.00 feet;
- North 02 degrees 53 minutes 13 seconds West, a distance of 665.00 feet;
- North 87 degrees 06 minutes 47 seconds East, a distance of 85.00 feet;
- 39.27 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord that bears South 47 degrees 53 minutes 13 seconds East, a distance of 35.36 feet;
- South 02 degrees 53 minutes 13 seconds East, a distance of 11.31 feet;
- North 87 degrees 06 minutes 47 seconds East, a distance of 201.00 feet to the southeast corner of aforesaid Trails at Woodhaven Section One, same being on the east line of aforesaid 42.2590 acre tract and on the west R.O.W. line of aforesaid Delany Road;
- Thence, with the east line of said 42.2590 acre tract, the east line of aforesaid 33.3575 acre tract and with the west R.O.W. line of said Delany Road, South 02 degrees 46 minutes 12 seconds East, a distance of 1,396.32 feet to the **Point of Beginning** and containing 32.01 acres of land.



FINAL PLAT TRAILS AT WOODHAVEN LAKES SECTION TWO

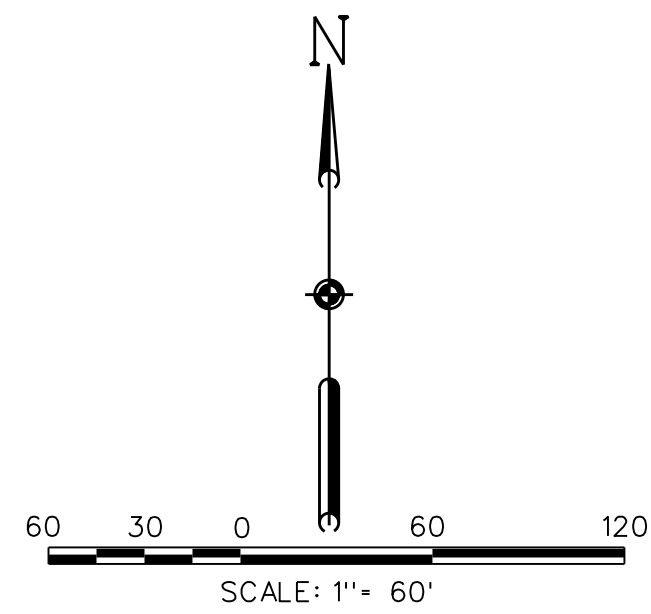
BEING 32.01 ACRES

LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO.4, A-2,
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS

116 LOTS 5 BLOCKS 6 RESERVES
SCALE: 1"=60' APRIL, 2024

OWNER:
TRAILS AT
WOODHAVEN LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP
5599 SAN FELIPE STREET, STE. 911
HOUSTON, TEXAS 77066
TELEPHONE (281) 982-4657

**PAPE-DAWSON
ENGINEERS**
HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
2107 CITYWEST BLVD, THIRD FLOOR | HOUSTON, TX 77042 | 713.783.7788
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800



LEGEND

- SET 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- FOUND 5/8" INCH IRON ROD UNLESS OTHERWISE NOTED
- ① INDICATES BLOCK NUMBER
- A INDICATES RESERVE
- ✱ INDICATES STREET NAME BREAK
- *** INDICATES ADDRESS

- NOTES:
1. ALL NON-PERIMETER EASEMENTS ON PROPERTY LINES ARE CENTERED UNLESS OTHERWISE NOTED.
 2. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATES SYSTEM OF 1983, SOUTH CENTRAL ZONE.
 3. UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF SUBDIVISION ORDINANCE NO. 139, CITY OF LA MARQUE, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
 4. ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF LA MARQUE, TEXAS
 5. WOODHAVEN SECTION TWO IS LOCATED WITHIN SHADED ZONE X PER FEMA FLOOD INSURANCE RATE MAP PANEL 48167C0245G AND 48167C0385G WHICH BEARS AN EFFECT DATE OF AUGUST 15, 2019.
 6. SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER UNLESS FRONTING LOTS. THIS WILL BE COMPLETED BY HOMEBUILDERS.
 7. ALL RESERVES, INCLUDING LANDSCAPING SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION.
 8. TRAILS AT WOODHAVEN LAKES SECTION TWO IS SUBJECT TO ORDINANCE NO. 0-2020-0007 PASSED, APPROVED AND ADOPTED ON JULY 13, 2020.

ABBREVIATION LEGEND	
A.E.	AERIAL EASEMENT
B.L.	BUILDING LINE
C.F. NO.	CLERKS FILE NUMBER
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
R.O.W.	RIGHT-OF-WAY
D.E.	DRAINAGE EASEMENT
IRR.	IRRIGATION
ESMT.	EASEMENT
F.C. NO.	FILM CODE NUMBER
TEMP.	TEMPORARY
VOL.	VOLUME
PG.	PAGE
SF.	SQUARE FEET
AC.	ACRES
G.C.D.R.	GALVESTON COUNTY DEED RECORD
P.O.B.	POINT OF BEGINNING
G.C.D.D.	GALVESTON COUNTY DRAINAGE DISTRICT
HL & P	HOUSTON LIGHTING AND POWER
O.P.R.R.P.G.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY GALVESTON COUNTY
G.C.M.R.	GALVESTON COUNTY MAP RECORDS



LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	N09°50'12"W	58.72
L2	N06°52'28"W	62.84
L3	N52°57'14"E	4.16
L4	N84°55'28"E	104.21
L5	N84°21'06"E	50.00
L6	N85°15'47"E	119.12
L7	S51°29'33"E	7.28
L8	S08°14'54"E	99.97
L9	S01°15'12"W	40.71
L10	S23°26'09"E	97.07
L11	S64°17'41"E	64.07
L12	N02°53'13"W	30.26
L13	N87°06'47"E	105.00
L14	N87°06'47"E	85.00
L15	S02°53'13"E	11.31
L16	S43°43'23"E	2.47
L17	S42°06'15"W	7.31
L18	S47°53'45"E	7.13
L19	N04°46'59"W	13.59
L20	N87°06'15"E	170.27
L21	N42°10'02"E	35.39
L22	S47°49'58"E	35.32
L23	N02°53'13"W	135.02

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	34.57	1305.00	1° 31' 4"	S10°40'32"E	54.57
C2	10.58	25.00	24° 15' 26"	S17°46'37"E	10.51
C3	15.51	975.00	0° 54' 41"	N05°11'34"E	15.51
C4	39.27	25.00	90° 0' 0"	S47°53'13"E	35.36
C5	87.26	55.00	90° 54' 25"	S42°34'00"W	78.39
C6	375.76	300.00	71° 45' 53"	N56°05'51"W	351.67
C7	195.39	1275.00	8° 46' 50"	N15°49'29"W	195.20
C8	360.19	1000.00	20° 38' 15"	S15°58'01"E	358.25
C9	57.33	50.00	65° 41' 39"	S59°07'58"E	54.24
C10	39.27	25.00	89° 59' 28"	S42°06'30"W	35.35
C11	18.11	85.00	12° 12' 24"	S03°12'59"W	18.07
C12	10.87	25.00	24° 54' 6"	S03°07'52"E	10.78
C13	107.21	50.00	122° 50' 53"	S45°50'31"W	87.82
C14	8.40	25.00	19° 14' 45"	N82°21'25"W	8.36
C15	39.67	25.00	90° 54' 25"	N42°34'00"E	35.63
C16	38.87	25.00	89° 5' 35"	N47°26'00"W	35.07
C17	85.99	75.00	65° 41' 39"	N59°07'58"W	81.36
C18	28.66	25.00	65° 41' 39"	S59°07'58"E	27.12
C19	39.67	25.00	90° 54' 25"	N42°34'00"E	35.63
C20	38.87	25.00	89° 5' 35"	S47°26'00"E	35.07
C21	39.67	25.00	90° 54' 25"	N42°34'00"E	35.63
C22	39.27	25.00	90° 0' 32"	S47°53'29"E	35.36

RESERVE TABLE			ADDRESS	
A	OPEN SPACE RESERVE	0.2081 ACRES	9,066 SQ. FT.	600 FIG DRIVE
B	OPEN SPACE RESERVE	0.5201 ACRES	22,654 SQ. FT.	601 FIG DRIVE
C	OPEN SPACE RESERVE	0.0660 ACRES	2,875 SQ. FT.	1006 WOODHAVEN LAKES DRIVE
D	DRAINAGE RESERVE	9.6478 ACRES	420,258 SQ. FT.	824 WOODHAVEN LAKES DRIVE
E	OPEN SPACE RESERVE	0.1700 ACRES	7,405 SQ. FT.	638 BURLINA ROAD
F	OPEN SPACE RESERVE	0.2320 ACRES	10,106 SQ. FT.	792 RED MULBERRY STREET
TOTAL		10.8440 ACRES	472,364 SQ. FT.	

GILBERTO GONZALES
VILLARREAL SR.
C.F. NO. 2023002139
O.P.R.R.P.G.C.

ROBERT WAYNE
TURNER
C.F. NO. 2008053888
O.P.R.R.P.G.C.

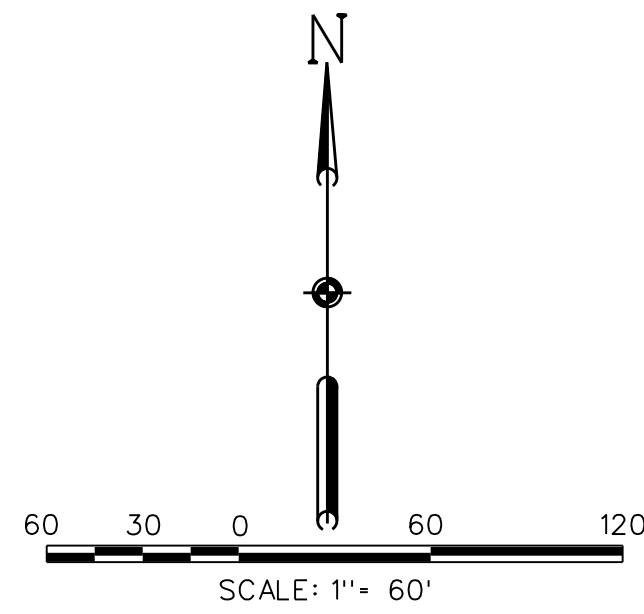
CALLED 5.000 ACRES
MY DELANY PROPERTY, LLC
C.F. NO. 2022030031
O.P.R.R.P.G.C.

CALLED 5.0 ACRES
BOBBY J. HARPER
C.F. NO. 8123411
O.P.R.R.P.G.C.

FINAL PLAT
TRAILS AT WOODHAVEN LAKES SECTION TWO
BEING 32.01 ACRES
LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO.4, A-2,
CITY OF LA MARQUE
GALVESTON COUNTY, TEXAS
116 LOTS 5 BLOCKS 6 RESERVES
SCALE: 1"=60' APRIL, 2024

OWNER:
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A TEXAS LIMITED PARTNERSHIP
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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800



- LEGEND**
- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
 - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
 - ① INDICATES BLOCK NUMBER
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 - INDICATES STREET NAME BREAK
 - ... INDICATES ADDRESS

CALLLED 11.3826 ACRES
"PARCEL 9-S"
G.C.D.D. NO. 2
C.F. NO. 2000065569
O.P.R.R.P.G.C.

CALLLED 0.3673 ACRES
"PARCEL 9-R"
G.C.D.D. NO. 2
C.F. NO. 2000065569
O.P.R.R.P.G.C.

CALLLED 141.698 ACRES
ABDELRAZEK RADWAN
C.F. NO. 9960110
O.P.R.R.P.G.C.

CALLLED 5.0 ACRES
BOBBY J. HARPER
C.F. NO. 6123411
O.P.R.R.P.G.C.

CALLLED 5.0 ACRES
BOBBY J. HARPER
C.F. NO. 9511469
O.P.R.R.P.G.C.

CALLLED 5.0 ACRES
SAPIENTIA EDUCATION
ASSOCIATION, INC.
C.F. NO. 2015042008
O.P.R.R.P.G.C.

SUNSET GROVE
SECTION TWO
FINAL PLAT
INSTRUMENT NO.
20201003251
O.P.R.G.C.

FINAL PLAT
**TRAILS AT
WOODHAVEN LAKES
SECTION TWO**

BEING 32.01 ACRES

LOCATED IN THE
STEPHEN F. AUSTIN LEAGUE NO. 4, A-2,
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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

Greg Cornett
Greg Cornett



City of La Marque Planning & Zoning Commission

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APPROVED



NOT APPROVED

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City of La Marque Planning & Zoning Commission

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APPROVED

SIGNATURE



NOT APPROVED



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 8.XI.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion/ possible action regarding a request from the TIRZ #2 Board for the City to cover expenditures regarding a new financing plan

STAFF BRIEFING:

At the last TIRZ Board #2 meeting, it was determined that a new financing plan needs to be established to reflect the health and trajectory of the TIRZ account more adequately. A request was made for the city to fund this project.

HISTORY:

FISCAL IMPACT:

Not to exceed \$7500. We expect it to be closer to \$5000 for this expense prior to attaining estimates.



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Kyle Hunter

Department: Emergency

Management

Agenda Item: 8.XII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion/ possible action regarding issuing a Request for Proposal for Disaster Debris Monitoring and Consulting Services

STAFF BRIEFING:

As the hurricane season approaches, we're reviewing all our contracts and will search for a Disaster Debris Monitoring and Consulting Service to help with monitoring and paperwork for potential FEMA reimbursement if a disaster affects the City of La Marque.

HISTORY:

Previously, we issued bids; however, due to complications with the initial Request for Proposal (RFP), we refrained from selecting a proposer and recognized the necessity for a redo. Following discussions with various agencies and our city attorney, we are now ready to initiate the bid acceptance process for both the imminent and future hurricane seasons.

FISCAL IMPACT:

At present, there are no financial implications.



City of La Marque

REQUEST FOR PROPOSAL

Proposal Reference Number: RFP# (24-??)

Project Title: Debris Management, Monitoring, and Consulting Services

Proposal Closing Date: 10:00 A.M.(CST), May 8, 2024

No Proposals submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Debris Management, Monitoring, and Consulting Services
ISSUANCE OF RFP	April 24, 2024 12:00 A.M (CST)
PRE-PROPOSAL CONFERENCE:	11:00 A.M (CST), April 29, 2024 Via zoom: https://cityoflamarque-org.zoomgov.com/j/1609757051
DEADLINE FOR QUESTIONS:	11:00 A.M (CST), May 1, 2024 All questions will be answered in the form of an addendum, after the question deadline. All questions related to this RFP are to be directed to the following link: Upload Questions Here
SUBMITTAL DEADLINE:	10:00 A.M (CST), May Electronic submittals required Upload Submittal Here
REQUIRENMENT:	Electronic submittals required - Upload Submittal Here
CITY OF LA MARQUE COUNCIL AWARD:	A final determination will be made at the May 13, 2024 City of La Marque Council meeting. City of La Marque reserves the right to reject any and all request for proposals and waive any and all formalities and conditions.
TERM OF SERVICE / PROJECT:	A three (3) year Agreement with an option to automatically renew for two (2) additional years in one (1) year increments.

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of City of La Marque

The City of La Marque is strategically situated in Galveston County, approximately 15 miles south of Houston and four miles north of Galveston Island. La Marque is the second-fastest-growing city in Galveston County with an estimated population of 18,000, an area of 14.25 square miles and boasting 14.3 miles of I-45 frontage more than any other city in Galveston County. Citizens enjoy easy, breezy coastal living, abundant housing options and the security of a hurricane protection levee system. The City of La Marque is a coastal community and is vulnerable to natural and manmade disasters including but not limited to hurricanes, tornadoes, floods, oil spills, and hazardous material releases. Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the Owner to enter into an agreement for a term of one year with a firm to provide debris management and monitoring services because of a disaster.

The City of La Marque located in Texas is a home rule city and is governed through a council-manager form of government.

City of La Marque's web page is located at <http://www.cityoflamarque.org>

1.2 Objective of this Request for Proposal

The City of La Marque is soliciting proposals in response to this Request for Proposal, RFP, from qualified vendors to provide Debris Management, Monitoring, and Consulting Services (the "**Services**"). The Services are more specifically described in **Section 4** (Scope of Work) of this RFP.

City of La Marque reserves the right to award multiple Agreements as a result of this RFP if deemed to be in the best interest of City of La Marque. City of La Marque makes no representations of any kind that an award will be made as a result of this RFP.

City of La Marque is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and provide submissions for consideration by City of La Marque.

1.3 Public Information

Proposer is hereby notified that City of La Marque strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

City of La Marque strictly adheres to the Texas Public Information Act (Texas

Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the Agreement is awarded. If the Proposer has notified City of La Marque, in writing, that the Proposal Document contains trade secrets or confidential information, City of La Marque will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall City of La Marque be liable for disclosure of such information by City of La Marque in response to a request, regardless of City of La Marque's failure to take any such reasonable steps, even if City of La Marque is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Proposers are hereby put on notice that if the Proposer is awarded an agreement for procurement of goods or services, City of La Marque is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a vendor(s) does not guarantee the vendor(s) that City of La Marque shall issue any Purchase Order(s) for the Proposer's goods or services, or guarantee any particular volume use, number, or sales.

Vendor will be required to enter into an agreement with City of La Marque in a form substantially similar to the Proposed Sample Agreement between City of La Marque and Vendor (the "**Agreement**") attached to this RFP in Section 9 and incorporated for all purposes.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each Proposer acknowledges that City of La Marque has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

An agreement shall be effective for one (1) year upon execution by the City of La Marque. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date. The total term of this

contract cannot exceed three (3) years. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the City.

1.5 Clarifications and Interpretations

Proposers shall promptly notify the City of La Marque of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. City of La Marque shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

City of La Marque may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only City of La Marque's responses that are made by formal written Addenda will be binding on City of La Marque. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by City of La Marque prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing, and returning the Addenda Checklist. The Addenda Checklist must accompany the Proposer's proposal. Addenda, if any, will be posted on City of La Marque's website.

1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in **Section 2.2** of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by City of La Marque.

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City of La Marque's purchasing policy. All proposals submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this RFP, will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by City of La Marque as non-responsive due to material failure to comply with advertised specifications.

If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, City of La Marque alone will determine whether the variance is so significant as to render the Proposal non-responsive. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, City of La Marque may invite one or more selected Proposers to participate in oral presentations. City of La Marque will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Vendor.

Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the City of La Marque. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of La Marque shall be grounds for disqualification. Vendors shall not contact any City of La Marque personnel during the proposal process without the express permission

from the City of La Marque's City Clerk.

City of La Marque may make the selection of Vendor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, City of La Marque may make the selection of Vendor on the basis of negotiation with any of the Proposers. In conducting such negotiations, City of La Marque will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At City of La Marque's sole option and discretion, City of La Marque may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, City of La Marque may establish, after an initial review of the proposals, a competitive range of acceptable, or potentially acceptable, proposals composed of the highest rated proposal(s). In that event, City of La Marque will defer further action on proposals not included within the competitive range pending the selection of Vendor; provided, however, City of La Marque reserves the right to include additional proposals in the competitive range, if deemed to be in the best interests of City of La Marque.

After submission of a proposal, but before final selection of Vendor is made, City of La Marque may permit a Proposer to revise its proposal in order to obtain the Proposer's **best and final offer (BAFO)**. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer.

If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single vendor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of La Marque's City Clerk's Office. All presentations and/or meetings between City of La Marque and the vendor relating to this proposal shall be coordinated by City of La Marque City Clerk's Office. City of La Marque reserves the right to determine which proposal provides City of La Marque with the best value and which will be in the City of La Marque's best interest.

City of La Marque reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of City of La Marque. Proposer is hereby notified that City of La Marque will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by City of La Marque.

1.7 City of La Marque's Reservation of Rights

City of La Marque may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. City of La Marque reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. City of La Marque makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City of La Marque.

City of La Marque reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Proposers.

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. City of La Marque reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 System for Award Management (SAM.GOV)

All vendors contracting with City of La Marque may be required to register or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City of La Marque Council. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and City of La Marque has made no representation written or oral that one or more agreements with City of La Marque will be awarded under this RFP; (2) City of La Marque issues this RFP predicated on City of La Marque's anticipated requirements for the Services, and City of La Marque has made no representation, written or oral, that any particular scope of services will actually be required by City of La Marque; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.10 RFP Withdrawals and/or Amendments

City of La Marque reserves the right to withdraw this RFP for any reason. City of La Marque reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline.

1.11 Tax Exempt Status

City of La Marque purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City of La Marque will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

City of La Marque Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

1.13 Proposal Validity Period

Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of

Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the City of La Marque.

1.14 Equal Opportunity Employer

City of La Marque is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. City of La Marque requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with City of La Marque, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the City of La Marque City Clerk no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with City of La Marque, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with City of La Marque. If no conflict exists, the proposer must mark the form Not Applicable or NA and return with the proposal packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with City of La Marque, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the vendor and the City of La Marque. Do not submit this form unless you receive an award letter from City of La Marque.**

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective proposer who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the City of La Marque's City Clerk's Office within three working days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the City Clerk's Office will promptly issue a decision in writing, via electronic mail, to the protesting person.

- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a) Name, address, and telephone number of the protestor.
 - b) Identification of the solicitation or agreement number and time.
 - c) A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d) Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e) Arguments and authorities in support of the protest.
 - f) A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.

- ii. In the case of request for proposals, the City of La Marque City Clerk shall ask the protester deliver, via electronic mail, the protest to relevant parties.
- iii. The City of La Marque's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of La Marque's City Manager will be final.

1.18 Pursuant to Sec. 2-341 of the City of La Marque Code – Declaration of Policy

- A. It is the policy of City of La Marque to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of La Marque contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with City of La Marque and other public and private sector business entities.
- B. Provided, however, nothing herein shall require City of La Marque to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless City of La Marque may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally, City of La Marque has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

City of La Marque will accept proposals submitted in response to this RFP until 10:00 AM (CST), May 8, 2024

2.2 Criteria for Selection

Proposer is encouraged to propose terms and conditions offering the maximum benefit to City of La Marque in terms of:

Scoring Criteria:

2.2.1.1 Cost of Work.....	(40%)
2.2.1.2 Experience.....	(30%)
Safety	(20%)
Methodology	(10%)

An evaluation team from City of La Marque will evaluate proposals. The evaluation of proposals and the selection of Vendor will be based on the information provided by Proposer in its proposal. City of La Marque may give consideration to additional information, if City of La Marque deems such information relevant.

SECTION 3

Scope of Work

3.1 Project Title: Debris Management, Monitoring, and Consulting Services

3.2 Questions:

Questions about the technical nature of the Scope of Services will be directed to the following: [Upload Questions Here](#)

3.3 Special Conditions

This solicitation contains federally mandated clauses, which require acknowledgement of the offeror and are considered part of the contract between the City of La Marque and the awarded vendor.

3.4 Brand Manufacture Reference

City of La Marque has determined that any manufacturer's brand defined in the Scope of Services meets the City of La Marque's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality City of La Marque desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. City of La Marque reserves the right to determine products and support of equal value, and whether other brands or models meet the City of La Marque's product and support needs.

3.5 Scope of Work – Requirements

Section I Project Summary

This Request for Proposals (RFP) invites submittals from experienced firms for the provision of Debris Management, Monitoring, and Consulting Services ("Disaster Debris Monitoring Contract") services in City of La Marque, Texas, immediately after a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster. The objective of the RFP and subsequent contracting activity is to secure the services of a capable and experienced firm ("contractor") who is (1) capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The City intends to enter into a pre-positioned contract with one (1) Primary Contractor and (1) Secondary contractor who may utilize both local and non-local resources to provide services in the event of activation by the City following a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster. The Contractor will be expected to have an initial management team mobilized to City of La Marque within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the City of La Marque area within 48 hours of receipt of the Notice to Proceed. The City reserves the right to enter into contracts with more than one Primary Contractor in the event that no one firm can provide all of the necessary services.

A. Introduction

The City of La Marque is strategically situated in Galveston County, 15 miles south of Houston and four miles north of Galveston Island. La Marque is the second-fastest-growing

city in Galveston County with an estimated population of 18,000, an area of 14.25 square miles and boasting 14.3 miles of I-45 frontage—more than any other city in Galveston County. Citizens enjoy easy, breezy coastal living, abundant housing options and the security of a hurricane protection levee system. The City of La Marque is a coastal community and is vulnerable to natural and manmade disasters including but not limited to hurricanes, tornadoes, floods, oil spills, and hazardous material releases. Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the Owner to enter into an agreement for a term of one year with a firm to provide debris management and monitoring services because of a disaster.

The Disaster Debris Monitoring Contract will encompass the entire City of La Marque. The City of La Marque's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a following a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and rights-of-way throughout the City using city-owned and Contractor forces.

The Contract(s) to be awarded for this project will be a unit price contract with all associated costs included in the unit price. The City of La Marque anticipates a certain level of initial work to establish the procedures for integrating the work into the City's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The City of La Marque anticipates that the bulk of the services to be provided, especially monitoring of debris/waste removal operations, will be provided on an incident specific basis with anticipated costs identified by a joint City/Contractor team as part of the initial program planning. In addition, the Primary Contractor(s) selected for the project will be required to participate in certain City directed disaster recovery training and/or exercises at no additional cost to the City.

B. Planning Standard for Debris Management, Monitoring, and Consulting Services

The City has selected a catastrophic hurricane that impacts the entire City causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 1.00 million cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume, and probably will be considerably less. The City's goal is to complete the debris/waste removal and disposal process in 180 days. This assumes that the entire area of the City will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the City simultaneously immediately after a storm.

C. Disaster Debris Monitoring Requirements

Planning for post-disaster cleanup operations is a function of the City of La Marque Public Works Department in conjunction with other City Departments. The debris management operations will be carried out under the cognizance of the City of La Marque Office of Emergency Management in conjunction with other City

Departments. The City will select one primary contractor from the three pre-authorized Contractors for debris removal operations Citywide. This selected debris contractor will also be responsible, under certain conditions, for removal of hazardous and toxic/hazardous waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for: (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of- ways, and public property, (3) operating Temporary Debris Management Sites, (4) volumetric reduction of debris, and ultimate disposal of the debris and waste. The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of- ways as recovery progresses. The City will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster- generated or related wastes will be an element of the City's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. The City will pre-designate three Temporary Debris Management Sites (TDMS) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The City will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Monitoring Contractor will be expected to provide debris monitoring services at each TDMS and landfill as well as in the field during clearing, loading and hauling operations. The Monitoring Contractor will be responsible for monitoring all of the Debris Management operations during the course of the recovery/cleanup period.

D. Contract Activation

The Monitoring Contractor holding the Disaster Debris Monitoring Contract will serve as a general Contractor for the purpose of the specified services, and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. The Contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. Subcontracting will be limited to one tier below the Primary Contractor's Subcontractor. When a major disaster occurs or is imminent, City of La Marque will contact the firm(s) holding the Disaster Debris Monitoring Contract(s) to advise them of the City's intent to activate the contract.

Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

Section II Scope of Work

The following is envisioned as the scope of work for the project and should be considered when preparing your proposal. Nothing in this description shall be construed to limiting the potential scope or types of work that a potential Contractor may address in your proposal. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the City's debris management goals.

A. Monitoring

The Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural, technological, or human-caused disasters that impact City of La Marque, Texas. Specifically, the Contractor will be responsible for

monitoring debris and waste removal and disposal operations performed by the City's Debris Management operations relative to:

- 1) City streets, roads and right-of-ways;
- 2) Streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, unless otherwise directed by the City of La Marque Office of Emergency Management or City Designee;
- 3) Canals, navigable body of water, and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, unless otherwise directed by the City of La Marque Office of Emergency Management or City Designee;
- 4) Public property and facilities;
- 5) Any other public site as may be directed by the City; and
- 6) Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Office of Emergency Management in conjunction with City personnel.

Services shall be performed on an "as needed basis" when directed by the City of La Marque Office of Emergency Management. The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the City. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Contractor shall present to the City of La Marque Office of Emergency Management or designee for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling, and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the City to begin work.

When identifying resources to be made available under this contract, the Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDMS operations, etc.) that will be deployed by the Debris Management contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose,

identification of contractor/sub-contractor(s) and a general equipment/personnel inventory will suffice. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management Contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with the City of La Marque Office of Emergency Management, his/her authorized representatives, or other City of La Marque designated personnel when so authorized by the City. To the extent authorized by the City of La Marque Office of Emergency Management or designee, the Contractor shall coordinate monitoring operations directly with the City's Debris Management Contractor when necessary to achieve effective and efficient integration of forces. The Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the City of La Marque Office of Emergency Management, upon issuance of the authorization to proceed. The Contractor shall be prepared to advise the City of La Marque Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

Section III Response Requirements

A. Qualification Requirements

- 1) Contractor must have specific experience providing the specified services following a natural disaster.

Provide statement detailing your experience.

B. Contracting Requirements

- 1) Successful Contractor must, upon award of a contract, secure a Performance and Payment Bond valid for one year and automatically renewed annually for the full term of the contract.
- 2) Bonds will be required. See the Section titled "BONDS" herein.
- 3) Successful Contractor must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations. Provide a statement of intent.
- 4) Successful Contractor must not assign, sublet, or transfer its interest or obligations of this project.

C. Use of Subcontractors

- 1) Contractor may use Subcontractors for this project. Please list Subcontractors proposed for this project and their respective duties.
- 2) No Subcontractor may provide services unless the City consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the City as are specified in the City's contract with the Contractor, unless Contractor provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for City Contract Administrator review upon request. Provide statement of compliance.

D. Experience

Answer the following either as part of the Questionnaire Section or with in your proposal:

- 1) Describe Contractor's overall experience performing large-scale debris removal monitoring and work similar to this project.
- 2) Describe Contractor's experience during the last 5 years performing large-scale projects or other work similar to this project. The Contractor must identify similar projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone
- 3) Provide number of the customer's point of contact for reference purposes.
- 4) Describe Contractor's most recent experience in mobilizing large workforces under routine and emergency conditions.
- 5) If the Contractor intends to use Subcontractors to assist in the work, the Contractor shall also identify similar work successfully completed by the Subcontractors.
- 6) Document Contractor's ability to provide appropriate training for personnel that will be employed for work under this project.

E. General Project Requirements

Submittals must acknowledge these basic requirements and include responses in the proposal:

- 1) City of La Marque intends to engage a Contractor to assist the City with monitoring the work of the Debris Management Contractor in the field, at Temporary Debris Management Sites (TDMS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Management Contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDMS; and, at disposal sites. Monitors

will be assigned to debris loading areas, TDMS, and disposal sites. In addition, roving monitors will be assigned to help verify that the City's debris management plan and contracts are effectively and efficiently executed.

- 2) The City of La Marque will assign a Debris Manager (DM) and will establish a Debris Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Manager will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the City's Debris Manager and also assists City staff at the Debris Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:

- a. Development of a Monitoring Plan;
- b. Truck and trailer measurement, certification, marking and tracking;
- c. Equipment registry and tracking;
- d. Debris/waste management workforce registry and tracking;
- e. Field monitoring;
- f. Debris management tracking;
- g. Trip ticket management;
- h. Data administration;
- i. Invoice reconciliation;
- j. QA/QC program management;
- k. Complaint resolution;
- l. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations;
- m. All monitoring workforce requirements, including but not limited to staffing, training, equipment, Safety training and enforcement, mobilization, transportation and logistic support;
- n. Site Safety Plan preparation and maintenance;
- o. Compliance with all applicable Federal, State and local rules relative to the monitoring operations;
- p. Preparation of documentation to support Federal cost reimbursement processes;
- q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the City Debris Manager.

F. Project Approach

- 1) Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them.
- 2) Provide a general description of the Contractor's intended approach to the work. That description must include a statement of the requirements as Contractor perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the City must fully be explained.

- 3) Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.
- 4) Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

G. Workforce Information

- 1) Respondents are encouraged to review City of La Marque's pre-positioned Debris Management RFP to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
- 2) Submittals must acknowledge these workforce planning standards and must demonstrate the respondent's ability to satisfy these requirements:
 - i. Within 24 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
 - a. Establish and staff a monitoring workforce management center in the vicinity of a City of La Marque government office designated by the City at the time of notification.
 - ii. Implement a debris/waste contractor equipment and workforce registration and tracking program.
- 3) All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Contractor will be required to increase its staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the Debris Removal Contractors. At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor for cause. As part of this proposal, the Contractor must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet City needs.
- 4) The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.
- 5) The Contractor shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other

key personnel who in turn are in direct contact with the Debris Management Center. The Contractor shall also provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support the Contractor's operations and resolving conflicts within the scope of or in any way associated with those operations.

- 6) The Contractor shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support the Contractor's workforce.
- 7) Upon activation of the contract, the Contractor shall immediately contact the City's Debris Manager to coordinate workforce assignments. It is anticipated that the City's debris management Contractor will establish debris management zones within the City and the Contract will be expected to assign monitors in a manner consistent with the debris removal operations.
- 8) In the proposal, respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:
 - a. Summary of the Respondent's personnel that will be dedicated to the project, including:
 - i. The number of management employees that will be assigned to the contract, their job titles, and responsibilities;
 - ii. The names of and resumes for all members of the Project Management Team;
 - iii. The name of the Respondent's claims representative;
 - iv. List of the Subcontractors with whom the Respondent has agreements for post-disaster support.
- 9) Within 48 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
 - a. Monitor a minimum of 30 debris loading sites;
 - b. Monitor operations at Temporary Debris Management Sites (TDMS);
 - c. Monitor dumping operations at disposal sites;
 - d. Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material and other disaster-related waste removal.

H. Capability, Capacity, and Availability

- 1) Describe how Contractor intends to maintain its capability, capacity, and availability of forces to respond if activated by the City following a natural, technological, or human-caused disaster. Knowing that the Contractor may

have similar contracts in other geographic areas, describe how Contractor will satisfy all contractual obligations for City of La Marque simultaneously with other obligations.

- a. Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.
 - b. Identify the engineering and technical staffs who will be working on each project and include responsibility (project engineer, contractor, etc.) and designation of primary contact for City staff.
- 2) Describe how Contractor intends to complete the project in the timeframe desired by the City. Comment on how Contractor's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.

I. Description of Monitoring Services

Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the work described in these specifications. In addition, the Respondent may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the City's stated goals with respect to debris management operations following a disaster.

The description of services must, at a minimum, include the following:

- 1) A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the Debris Management Contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the City's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:
 - a. Scope and sequence of monitoring operations to be performed.
 - b. Manner in which volumes of debris/waste will be estimated in the field, at TDMS locations, and at landfills or disposal sites.
 - c. Methodology for monitoring the collection, tracking, and disposal of disaster related materials.
 - d. Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed.

- e. Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and an organization developed to insure that all project requirements are satisfied.
 - f. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- 2) A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
- a. Debris Management Contractor workforce and equipment registration and tracking;
 - b. Equipment identification in the field;
 - c. Truck certification, registration, and marking;
 - d. Debris Management Contractor workforce tracking;
 - e. Document management and controls, including Load Tickets and reports;
 - f. Data collection;
 - g. Data assimilation/integration;
 - h. Employment of GIS mapping, use of GPS, and other means of documenting;
 - i. Communications with Debris Management Contractor workforce;
 - j. Assembling the data necessary to prepare the Status Reports described below:
 - Database management
 - Quality Assurance (QA) for Loading Site Monitors
 - Quality Assurance for TDMS Operations Monitors
 - Quality Assurance for Landfill Operations Monitors
 - Complaint tracking and resolution
 - Monitoring workforce health and safety training and compliance monitoring
- 3) A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including morning summaries from the Debris Management Contractor addressing. Reporting should include real time/near time access to the automated tracking system with geographical display:
- a. Number of crews and types and quantities equipment to be deployed that day;
 - b. Areas where crews and equipment will be assigned;
 - c. Status of TDMS operations, including volumetric reduction methods to be employed;
 - d. Changes in operational status or problems encountered since the previous report;

- e. Numbers of monitoring crews to be dispatched and locations where crews will be assigned.
- 4) And evening summaries addressing:
 - a. Overall status of Debris removal operations;
 - b. Number of crews and types and quantities of equipment employed that day;
 - c. Issues or problems affecting field operations;
 - d. Complaint referrals;
 - e. Damage referrals or updates;
 - f. Monitoring issues;
 - g. TDMS issues;
 - h. Overall status of geographic area;
 - i. Numbers of monitoring crews deployed and locations where crews were assigned.
- 5) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
 - a. Contractor;
 - b. Other forces;
 - c. TDMS;
 - d. Community drop off site;
 - e. Disposal site;
 - f. Locations where debris/waste was collected (or 100% cleared);
 - g. GIS based maps that indicate the overall status of debris/waste removal operations.
- 6) Daily reconciliation of Debris Management Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
 - a. Review invoice and backup with Debris Management Contractor;
 - b. Reconcile invoice with database records;
 - c. Provide reviewed and approved invoice to City for payment.

J. Automated Debris Tracking and Reporting Systems

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, *Recent advances in automated debris management tracking systems have provided real – time and automated tracking and reporting...FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.*

Respondent must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the City. If Respondent is licensing such technology, Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Respondent's use in the event of a disaster and such devices will be made

available for the City's recovery efforts. Respondent shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Respondent shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Respondent's inability to provide automated system in a timely manner shall be grounds for default.

Section V Preliminary Specifications

A. General

The following preliminary specifications have been developed by City of La Marque for monitoring of disaster related debris and waste management operations carried out by the City's designated Debris Management Contractor. These Preliminary Specifications will be used in negotiating final specifications for the project once a Contractor has been selected.

B. Loading Site Monitoring Services

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible

for carrying all provisions of this contract without specific additional direction from

City of La Marque.

The following minimum conditions apply:

1. Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at debris loading sites located throughout the City. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor. These hours will normally not exceed dawn to dusk; unless authorized (in writing) by the Debris Manager. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.

The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDMS by the Disposal Site Monitor. Load Tickets will be provided by the Contractor. Each monitor will be fully accountable for all Load Tickets issued to him/her.

2. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras,

video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within City of La Marque.

3. Contractor must be prepared to provide Loading Site Monitors per site per day at a minimum of a 12-14 hours shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
4. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
5. All Loading Site Monitors must have experience in at least one of the following:
 - Entry level engineer
 - Solid waste site operations
 - Construction inspector
 - Land clearing operations
 - Entry level surveyor
 - Solid waste collections
 - Previous similar monitoring or inspection experience
6. Supervisors and all identified Loading Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the City.
7. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

C. TDMS / Disposal Site Monitoring Services

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible

for carrying all provisions of this contract without specific additional direction from City of La Marque. The following conditions apply.

1. The Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to TDMS or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.
2. Contractor shall provide a minimum of two Disposal Site Monitors per TDMS or disposal site per day for a minimum of a 12-14 hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.
3. Contractor shall provide Disposal Site Monitors with transportation to and from the TDMS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times,

logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

4. Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.
5. Monitors must be a minimum of 18 years of age, and have a valid driver's license issued in the United States
6. Monitors must have experience in at least one of the following job categories.
 - Entry-level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - Previous similar monitoring or inspection experience

Supervisors and all identified Disposal Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the City.

D. Roving Debris Monitor Services

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from City of La Marque. The function of the Roving Debris Monitors is to verify that:

- a. All eligible debris is being removed from designated public rights-of-way and public property within designated debris zones in City of La Marque.
 - b. Ineligible debris is not being picked up.
 - c. Debris Management Contractors are performing their assigned work in a manner consistent with the terms of their Agreement with the City.
1. Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the City's established work schedule for the debris management contractors.
 2. Contractor must provide Roving Debris Monitors with transportation, mobile communication equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.

3. All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
4. All monitors must have experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - Previous similar monitoring or inspection experience
5. Supervisors and all identified Roving Debris Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and approved by the city.
6. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
7. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

E. Debris Management Consulting Services

1. The Contractor shall provide an experienced professional (Contractor) to assist the City in overseeing the debris management operations, including but not limited to clearing, loading, hauling, reduction, TDMS/landfill operations, and other related activities. The Contractor must have broad debris removal operations management experience, including experience with debris removal operations, oversight of temporary debris management sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.
2. The Contractor will work directly with the City's Debris Manager or as otherwise directed by that official. The Contractor shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management Contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
3. The Contractor shall be available on site at the Debris Management Center for a minimum of two weeks following notice to proceed. The Debris Manager will establish the service requirements and length of time those services are needed based on needs of the City.

F. Operational Requirements

1. The Contractor will oversee documentation of the equipment and other resources provided by the City's debris management Contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
 - a. Assign a unique number to each truck, trailer or other piece of equipment;
 - b. Photograph each piece of equipment;
 - c. Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity;
 - d. Identify the owner/operator of the equipment;
 - e. Ensure that each piece of equipment is clearly labeled on both sides with: the name of the primary Contractor and, if appropriate, the subcontractor; the owner or /operator, as appropriate;
 - g. The equipment number assigned; and, for trucks and trailers, the full load capacity as calculated;
 - h. Document all results in a searchable digital data base;
 - i. Provide for continuous monitoring and updating as equipment is placed into or removed from service;
 - j. Provide daily reports to the City Debris Manager on the types and numbers of equipment in use.
2. The Contractor will assist the City in managing a Load Ticket Program to document the volume of debris loaded and transported to a TDMS or landfill site. Each load of eligible debris shall be tracked using a 6-part load ticket to be provided by the Debris Monitoring Contractor (industry standard)
3. Operational Requirements of Roving Debris Monitor(s):
 - The Roving Debris Monitors will provide general oversight of debris management removal and disposal operations by the City's debris management Contractor.
 - The Roving Debris Monitors will be the "eyes and ears" in the field for the Debris Manager.
 - Therefore, their observations and reports must be backed up with photographs and video wherever necessary to demonstrate the Contractor's performance.
 - The Roving Debris Monitors are expected to make multiple visits to all loading sites and
 - TDMS/landfill sites on a continuing although random basis.

G. Reporting

The Loading Site Monitors shall also maintain a log that contains the following information:

- a. Debris loading site location;
- b. Loading Site Monitors' Name;
- c. Supervisor's Name;

- d. Number of Load Tickets issued during the shift;
- e. Starting load ticket number;
- f. Ending load ticket number ;
- g. Any problems encountered or anticipated.

Each Loading Site Monitor shall submit his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the City's Debris Manager.

Each Disposal Site Monitor will maintain a log that contains the following information:

- a. TDMS or landfill site location;
- b. Debris Management Site Monitors' Name;
- c. Supervisor's Name;
- d. Truck/trailer number and volume of debris hauled into the site;
- e. Cumulative total of debris delivered at the site during the shift;
- f. Any problems encountered or anticipated;

Each Disposal Site Monitor will turn in his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the City's Debris Manager.

Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep Debris Manager informed of situations that impact the execution of the debris removal contract.

The supervisor will collect all written reports and submit them to the Debris Manager by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the City's Debris Manager

H. Safety

1. The Contractor shall follow and adhere to all appropriate Federal, state, and local occupational health and safe requirements and guidelines.
2. The Contractor shall prepare the appropriate Site/Workplace Safety Plans required by current OSHA, Texas, or other applicable agency rules, hold appropriate safety training sessions for assigned monitor workforces, and ensure that all personnel engaged in work under the agreement observe the specified safety procedures.

3. All Contractor personnel shall properly wear and maintain all appropriate safety equipment whenever engaged in work under the monitoring agreement. The following are mandatory: hardhat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye, and hearing protection.

I. Other Considerations

1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
2. The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.
3. The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The City's Debris Manager shall be immediately advised of any such violation or notice of violation and the corrective actions being taken.
4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third-party claims imposed on City of La Marque by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
5. The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.
6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under this section such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the City, until all work under the contract is completed and has been accepted by the City. **Acord Certificate of Insurance indicating the City of La Marque as an additional insured and meeting**

all minimum coverages herein shall be provided to the City within 10 days of request.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The Contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy that expires during the performance of this contract and notify the City of such a renewal prior to expiration date. The City of La Marque shall be named as an "Additional Insured" on all of the below named insurance policies.

Workers' Compensation Insurance

Definitions

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011 (44) for all of its employees' providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity. In the event vendor breaches this Agreement by failing to adhere to the standards outlined herein, the City reserves the right to pursue all available legal and equitable remedies.

2. Public Liability and Property Damage Insurance (Note "Indemnity" clause hereinafter)

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the Contractor, the City, and each of the officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents :

Public Liability Insurance in an amount not less the Five Hundred Thousand Dollars (\$500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand (\$500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage. In addition, where Completed Operations

Insurance Coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

3. Automobile Liability and Property Damage Insurance

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractor(s) have obtained Automobile Liability and Property Damage Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars (\$500,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.

4. Contractual Liability Coverage

Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

5. Indemnity

The Contractor shall defend, indemnify and hold harmless the City, and each of the officers, agents, servants and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons, (2) any damages to any property including loss of use thereof, caused by any act or omission of the Contractor, or any subcontractor of the Contractor, or by their officers, agents, servants, employees or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance of any work or services called for by the contract or from conditions created by the performance of non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

6. Evidence of Insurance Coverage

Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days' notice in writing to be delivered by registered mail to the City.

The Property Damage portion of this coverage shall include where applicable, explosion, collapse, and underground exposure coverage. In addition, where completed Operations Insurance Coverage is applicable; such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

BONDS

The City will require the contractor, before beginning the work, to execute bonds with the City. Upon notice of award, the successful bidder shall provide:

- **PERFORMANCE BOND:** If the “Estimated Contract Total” amount shown on your proposal Bid Sheet is \$100,000 or greater, the performance bond shall be 100% of that amount. If the “Estimated Contract Total” amount is less than \$100,000 a performance bond is not required. The performance bond shall be for a one year term. A new bond shall then be submitted each year if the contract is renewed. The performance bond is solely for the protection of the City; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
- **PAYMENT BOND:** If the “Estimated Contract Total” amount shown on your proposal Bid Sheet is \$50,000 or greater, the payment bond shall be 100% of that amount. If the “Estimated Contract Total” amount is less than \$50,000 a payment bond is not required. The payment bond shall be for a one-year term. A new bond shall then be submitted each year if the contract is renewed. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the City must be payable to the City of La Marque and using the form provided herein.

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

SECTION 4
PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: City of La Marque

Ref.: Debris Management, Monitoring, and Consulting Services

RFP No#:

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

4.1 Pricing Proposal for Services Offered

4.1.1 Please provide a comprehensive, detailed list of all labor, equipment, and services that your firm can provide for Disaster Debris Monitoring Services contract as part of your proposal.

Pricing shall be submitted in a format such that all invoices may be easily tied back to your pricing sheet.

The hourly labor rates shall apply to all hours worked, including overtime, and shall include all applicable overhead and profit. Non-labor project related costs will be billed to the City at cost without mark up, e.g., lodging, transportation and per diem.

4.1.2 Using the attached Pricing Proposal (Ref. 4.5):

4. Please provide an estimated total cost for a debris volume estimate at 1.00 million cubic yards.
5. One (1) Debris Management Sites (DSM) and One (1) Landfill.

4.2 Added Value

4.2.1 Describe any proposed benefits to City of La Marque from Proposer, not otherwise set forth herein, which would be an added value to City of La Marque.

4.3 City of La Marque's Payment Terms

City of La Marque's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to City of La Marque:

Prompt Payment Discount: _____% _____days/net 30 days

4.4 Cooperative Governmental Purchasing Notice

specifications. Prior to other governmental entities placing orders, City of La Marque will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with City of La Marque.

☐ **Yes, Others can purchase** ☐ **No, Only the City of La Marque can purchase.**

4.5 Pricing Proposal

The hourly labor rates shall apply to all hours worked, including overtime, and shall include all applicable overhead and profit. Non-labor project related costs will be billed to the City at cost without mark up, e.g., lodging, transportation and per diem.

1. Please provide an estimated total cost for a debris volume estimate at 1.00 million cubic yards.
2. One (1) Debris Management Sites (DSM) and One (1) Landfill.

Position	Personnel	Estimated	Hourly	Extended Costs
	(Number)	Hours	Rate	
Project Manager				
Operations Managers				
Scheduler/Expeditors				
GIS Analyst/Specialist				
Field Supervisors				
Debris Site / Tower Monitors				
Environmental Specialist				
Project Inspectors (Citizen Drop-Off Site)				
Field Coordinators (Crew Monitors)				
Load Ticket Data Entry Clerks (QA/QC)				
Billing Invoice Analysts				
Project Coordinators				
Residential Monitors				
Data Manager / ADMS Specialist				
Aerial Photographer				
Electronic Ticketing				
Grand Total				

Respectfully submitted,

Proposer: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

SECTION 5

Appendices

Appendix A – Proposal Document
Appendix B – Conflict of Interest
Appendix C – House Bills 13, 19, 89
Appendix D – Property Tax Statement
Appendix E – Nepotism Statement
Appendix F – Non-Collusion Statement
Appendix G – Certification Regarding Debarment
Appendix H – ACH Form

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A must be included in the submittal.

Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

☐ Appendix B – Conflict of Interest

☐ Appendix E – Nepotism Statement

☐ Appendix C – House Bill 13, 19, 89
Verification

☐ Appendix F – Non-Collusion Statement

☐ Appendix D – Property Tax Statement

☐ Appendix G – Certification Regarding
Debarment

All Proposals delivered to the City of La Marque shall include this page with the submittal.

RFP Number:

Project Title:

**Submittal
Deadline:**

Submit Electronically:

[Upload Submittal Here](#)

Proposer Information:

**Proposer's Legal
Name:**

Address:

City, State & Zip

**Federal Employers
Identification Number
#**

Phone Number:

Fax Number:

E-Mail Address:

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this _____ (day) of _____ (month), _____ (year)

Appendix B – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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.	OFFICEUSEONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a).
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of
(Company or Business Name) _____ (hereinafter
referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of La Marque, Texas has adopted the following policy:

The City of La Marque will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Proposer's Printed or Typed Name

Proposer's Signature

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of La Marque by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of La Marque

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of La Marque

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of La Marque.

_____ The officers of the company submitting this Proposal are related by blood or marriage to
the following official(s) or employee(s) of the City of La Marque.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE
PROPOSAL.**

Appendix G – Document 00435

The City of La Marque, Texas

PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART
OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.**

Appendix H – ACH Form



City of La Marque Accounts Payable
1111 Bayou Road La Marque, TX 77568
Maria Barnett
PHONE (409) 938-9214 FAX (409) 877-5020
Email: c.turner@cityoflamarque.org

Vendor Information ACH AUTHORIZATION FORM

Vendor Name		Vendor No.	
Address	City	ST	Zip
Accounting/ACH Contact Name	Phone	Fax	
Email Address for Remittance Advice (**required**)			

Above named Vendor hereby authorizes the City of La Marque to originate Automated Clearing House electronic funds transfer (EFT) credit entries to Vendor's account, as indicated below, for payment/ reimbursement of goods and/or services.

Banking Information

☐ Checking
☐ Savings

☐ New Setup
☐ Change

Name on Bank Account	
Bank Routing Number*	Bank Account #

*Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

If you change banks or accounts please provide at least thirty (30) days written notice.

Vendor Authorization:

Authorized Name/Title		Authorized Signature		Date
COR Accounts Payable Use:	Date Received:	Date Entered:	Entered by:	

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of La Marque and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty

hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

8. **CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

12. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of La Marque*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of La Marque*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [City of La Marque] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives

of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that

neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, _____ (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of La Marque, Texas.

Signature of Authorized Company Representative

Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

SECTION 6

PROPOSER'S QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

6.1 Proposer Profile

6.1.1 Legal name of Proposer Company: _____

Centralized Master Bidders List registration number: _____

Prime contractor HUB / MWBE registration number: _____

An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
_____.

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation if any _____

NOTE: If Proposer is a subsidiary, City of La Marque prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

6.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.

6.1.3 Proposer will provide a financial rating of the Proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Proposer will state whether or not Proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, Proposer will explain the expected impact, both in organizational and directional terms.

6.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with City of La Marque.

- 6.1.6 Proposer will state whether or not Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 6.1.7 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of City of La Marque. If yes, Proposer will explain.

6.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to City of La Marque from doing business with Proposer. Proposer will briefly describe its approach for the required services identified in **Section 3** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.
- 3.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate.

6.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with City of La Marque, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with City of La Marque and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from City of La Marque.
- 3.3.3 Proposer will describe its approach in providing staffing continuity to customer.
- 3.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.
- 3.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.

6.4 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

6.5 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.

6.6 Additional Services

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to City of La Marque. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by City of La Marque from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

SECTION 7

REFERENCES

References – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of La Marque, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

SECTION 8

SUBMISSION OF PROPOSAL

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the page of the Proposal and on page of **Appendix A-Proposal**. It is the Proposer's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted, and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the City Clerk's Office, by City of La Marque online submittal portal, shall be the official time of receipt. City of La Marque is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn, or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. **The package must be in the order required in the Scope of Services.** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. City of La Marque only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in **Section 3. Scope of Work – Special Conditions**. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: The question deadline will be addressed in the **Key Dates Schedule**. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the City Clerks Office will not be answered and any

communication with a User Department prior to award by City of La Marque Council will disqualify a vendor from being considered for award.

- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in the **Key Dates Schedule**.

8.1 Proposal Submittal Order

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then City of La Marque may consider this as Non-Responsive and reject the proposal:

- 8.1.1 Signed and Completed Appendix A – Proposal Document (**Section 5**)
- 8.1.2 Signed and Completed Appendix B – Form CIQ (**Section 5**)
- 8.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 5**)
- 8.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 5**)
- 8.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 5**)
- 8.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 5**)
- 8.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 5**)
- 8.1.8 Signed and Completed Appendix I – Federal Clauses (**Section 5**)
- 8.1.9 Signed and Completed Pricing Proposal (**Section 4**)
- 8.1.10 Signed and Completed Addenda Checklist (if applicable)

Note: It is the Proposer's responsibility to make sure they have obtained all addenda.

- 8.1.11 Completed References (**Section 7**)
- 8.1.12 Responses to Proposer's Questionnaire (**Section 6**)

SECTION 9

PROPOSED SAMPLE AGREEMENT

City of La Marque has attached a sample proposed Agreement, which includes all Attachments, in conjunction with the award of an agreement with the selected vendor. **AS PART OF YOUR RESPONSE TO THIS RFP, YOU MUST IDENTIFY, IN WRITING, ANY EXCEPTIONS OR ADDITIONS YOU MAY HAVE TO THE PROVISIONS OF THE AGREEMENT.** Any desired changes are to be specific and cite the applicable section. If none, so indicate in your response. Acceptance of the terms and conditions of the Agreement is considered as a major factor in the selection of the successful vendor.

AGREEMENT FOR SERVICES

SERVICES

This Agreement (the "Agreement") is made and entered into this ___ day of month, 20___, by and between the City of La Marque, a Texas home-rule municipality, and **company name** ("Company") located at **list address here**. By entering into this Agreement, Company agrees that City of La Marque is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS the City of La Marque desires to obtain services in connection with its **"services rendered"**, within the City of La Marque and **vendor name** ("Company") desires to provide such services; and

WHEREAS this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

Agreement Type Here and RFP or Bid # if there is one

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM:** Agreement shall be effective upon execution by the City of La Marque until work has been completed to the satisfaction of the City of La Marque unless sooner terminated under the terms set forth herein. It is agreed that City of La Marque will have the option to extend the Agreement for up to two (2) additional years. To exercise this option, City of La Marque shall serve notice a minimum 30 days prior to agreement termination. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the City of La Marque. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

2. **SCOPE OF SERVICES:** Company will provide the services ("Work") to the City of La Marque in connection with the Project, more specifically described in **Exhibit A** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION:** City of La Marque shall compensate Company for the Work at the agreed upon **(Insert Agreement Value)**, more specifically described in **Exhibit A**. Company will furnish an invoice to the City of La Marque detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021 and are payable to Company at **Company full Address**. City of La Marque shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES:** The City of La Marque and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit A**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom City of La Marque agrees to accept. City of La Marque does not have to accept any substitutes provided by the Company but may contract a substitute of their own.

5. **CHANGES:** The City of La Marque may request changes in the scope of the services to be

performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City of La Marque and Company, shall be incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS**: The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for **SERVICES BEING RENDERED**. All permits associated with the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The City of La Marque will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance, and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required City of La Marque certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name City of La Marque as an additional insured and shall provide that the policy requires the insurance carrier to notify City of La Marque a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer.

11. **APPROPRIATIONS**: The obligations of City of La Marque to make payment under this Agreement are expressly subject to appropriations by the City of La Marque of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public

authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, City of La Marque and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants City of La Marque the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

13. **INDEMNIFICATION.** FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, defend, save and hold City of La Marque of La Marque harmless, including City of La Marque's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability, or expense on account of damage to property and injuries, including death, by which may arise from the negligence of City of La Marque. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless City of La Marque and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

14. **COPYRIGHT:** The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies City of La Marque for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs, or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these conditions.

19. **ATTORNEY'S FEES:** In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be performable in Galveston County, Texas and be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES** - All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this

Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to City of La Marque shall be sent to:

City Attorney
City of La Marque
1111 Bayou Rd.
La Marque, Texas
77568

Company Name
(Address)
(Address)

22. **Dispute Resolution** - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of City of La Marque's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the City of La Marque's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. City of La Marque and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, City of La Marque shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City of La Marque shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to City of La Marque for damages sustained by City of La Marque by virtue of any breach of the Agreement by Company or its subordinates and City of La Marque may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due City of La Marque from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. **EXHIBITS** - All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation

Exhibit 2 – Appendix B – Conflict of Interest Form Executed

Appendix C – House Bill 89, 13, 19 Verification Form Executed

Appendix D – Property Tax Statement Executed

Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed

Appendix G – Document 00435 Debarment

Exhibit 3 – Federal Clauses Executed

26. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, written or oral, between Company and City of La Marque and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement.

This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF LA MARQUE, TEXAS

Company

By: _____

City Manager

By: _____

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney

SAMPLE



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Kyle Hunter

Department: Emergency
Management

Agenda Item: 8.XIII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion/ possible action regarding issuing a Request for Proposal for Disaster and/or Storm Recovery Services (debris removal)

STAFF BRIEFING:

As hurricane season draws near, we're evaluating our contracts and actively seeking Disaster and/or Storm Recovery Services, encompassing debris removal and necessary paperwork for potential FEMA reimbursement in the event of a disaster impacting the City of La Marque.

HISTORY:

Previously, we issued bids; however, due to complications with the initial Request for Proposal (RFP), we refrained from selecting a proposer and recognized the necessity for a redo. Following discussions with various agencies and our city attorney, we are ready to initiate the bid acceptance process for the imminent and future hurricane seasons.

FISCAL IMPACT:

At present, there are no financial implications.



City of La Marque

REQUEST FOR PROPOSAL

Proposal Reference Number: RFP# 24-??

Project Title: Disaster and / or Storm Recovery Services

Proposal Closing Date: 10:30AM (CST) May 8, 2024

No Proposals submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Disaster and / or Storm Recovery Services
ISSUANCE OF RFP	April 24, 2024 12:00 A.M (CST)
PRE-PROPOSAL CONFERENCE:	11:30 A.M (CST), April 29, 2024 Via zoom: https://cityoflamarque-org.zoomgov.com/j/1609757051
DEADLINE FOR QUESTIONS:	12:00 P.M (CST), May 1, 2024 All questions will be answered in the form of an addendum, after the question deadline. All questions related to this RFP are to be directed to the following link: Upload Questions Here
SUBMITTAL DEADLINE:	10:30 A.M (CST), May 8, 2024 Electronic submittals required Upload Submittal Here
REQUIREMENT:	Electronic submittals required - Upload Submittal Here
CITY OF LA MARQUE COUNCIL AWARD:	A final determination will be made at a future City of La Marque Council meeting. City of La Marque reserves the right to reject any and all request for proposals and waive any and all formalities and conditions.
TERM OF SERVICE / PROJECT:	A three (3) year Agreement with an option to automatically renew for two (2) additional years in one (1) year increments.

SECTION I - INFORMATION & INSTRUCTIONS

1.0 SUBMISSION REQUIREMENTS:

1.1 Electronic submittals required - [Upload Submittal Here](#) on or before the above listed deadline.

1.2 Proposal Format: Proposals shall include the following information at a minimum:

- a) **Proposal Document** – This request for Proposal Document signed by the responsible party (Form A).
- b) **Description of Capabilities** – Detailed description of capabilities as requested.
- c) **Debris Management Experience** – Relative information on Provider's response to a specific local disaster.
- d) **Firm Qualifications** – Description of vendor's staff, locations of staff, staff capabilities, and roles.
- e) **References** – References including municipal agencies and/or local businesses with contact names and descriptions of the work.
- f) **Contractual Obligations** – Please provide a list of any current contractual obligations within Texas or other coastal states.
- g) **Affidavit and Questionnaire** – Attached: Member Contact Information, BID Affidavit, Conflict of Interest Questionnaire, Blocked Persons Affirmation
- h) **Insurance** – Minimum Insurance qualifications are listed below.
- i) **Financial Capability** – Bonding and Credit credentials as listed below.
- j) **NIMS Compliance** – Employee training and operations.
- k) **Additional Recovery Services** – Fees and services per instruction in Section 4.29-4.31.
- l) **Technical Services** – Consulting firm in addressing crisis and emergency management support.
- m) **Attachments** – Attachment 1, Attachment 2, and Attachment 3

1.3 Addenda: Proposers will be notified electronically of any change in the specifications contained in this RFP. It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal and any addenda(s).

1.4 Clarifications: No verbal or written information which is obtained other than through this RFP or its addenda(s) shall be binding on the City of La Marque. No employee of the City of La Marque, other than the person designated herein, is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.5 Accepting and Rejecting Proposals: The City of La Marque reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City. The City may award its debris services removal contract to multiple respondents.

1.6 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information or make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

1.7 Denial of Reimbursement: The City of La Marque will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.8 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of La Marque for the purpose of influencing consideration of this proposal.

1.9 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.10 Right of Negotiation: The City of La Marque reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.11 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of La Marque and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.12 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of La Marque, its employees, and agents, from any liability of any nature or kind regarding the delivery of these services.

1.13 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of La Marque when received. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the city to the extent allowable in the Open Records Act.

1.14 Basis of Award: Proposals will be evaluated according to the following criteria:

1. Firm Qualifications and Experience – 20 %
2. Personnel Qualifications and Emergency Planning/Response Experience – 20%
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 20 %
5. Management Systems/Reporting Systems/Training Manual – 10 %
6. Cost of Services Proposed - 15 %
7. Experience with City of La Marque – 5 %

1.15 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. Questions regarding this request for proposal must be submitted in accordance with the instructions contained in the RFP.

1.16 Contract: The contract between the City of La Marque and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP, including any resultant negotiation and shall be accepted only upon approval by City Council and signature by the Mayor. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of La Marque reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.17 Contract Term: The contract term shall begin upon award at City of La Marque Council approval and shall continue for three (3) years. Further, City of La Marque reserves the right to renew the contract for two (2) additional one (1) year periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by City of La Marque Council each period. Once renewal option is exhausted, the contract must be rebid. The City of La Marque retains the right to reject any and all solicitations or to request new solicitations at any time if in the best interest of City of La Marque.

1.18 Termination of Contract:

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, City of La Marque may terminate this Agreement. Nevertheless, City of La Marque reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith

commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the City or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

1.19 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Equal opportunity clause.

(see: 2 C.F.R. Pt. 200, App.II(C); 41 C.F.R. " 60-1.3 and 601.4)

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the

Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The City of La Marque shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by 7 FEMA. See 2 C.F.R. Part 200, Appendix II, (F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “fundingagreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of La Marque. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of La Marque, the Federal Government may pursue available remedies,

including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement Of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records

- (1) The Contractor agrees to provide the City of La Marque, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

1.19 Use of Local Resources As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least **30%** of local subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

1.20 Response to Emergency Contractor must have representative within the city limits of La Marque within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. The contractor must make contact with the City of La Marque representative within 96 hours of the expected impact of storm.

1.21 Independent Contractor. The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not to be considered an agent or employee of the City of La Marque and is not entitled to participate in any employee benefits of the City of La Marque. Further, the City of La Marque shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except with respect to the employees of the City.

1.22 Place of Performance, Applicable Law and Venue. This contract is performable in Galveston County, Texas, and shall be governed by the laws of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Galveston County, Texas.

1.23 Waiver of Interest. The Proposer selected by the City of La Marque shall waive all rights to interest on retainage as called for in Section 2252(2),

Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

1.24 Accepting and Rejecting Proposals. The City of La Marque reserves the right to reject any and all proposals, to waive any and all formalities and to accept any proposal considered to be advantageous to the City. In the case of ambiguity or lack of clearness, the City reserves the right to construe a proposal in a manner most advantageous to the City, or to reject such proposal. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

1.25 Warranty of Authority. If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that this instrument is binding upon such partnership, corporation or other entity according to its terms.

Section 2: Financial Responsibilities & Capabilities

2.1 INSURANCE

The proposer receiving the award and all subcontractors will obtain or possess the following insurance coverage's and will provide Certificates of Insurance to the City to verify such coverage.

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of La Marque and its agents, employees and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

2.2 BONDING AND OBLIGATIONS

The Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds, individually, must be submitted for contracts over \$100,000.

Section 3: OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidance and policies, and as directed by the City of La Marque. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the City of La Marque. It shall be the Contractors responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued a notice to proceed, unless otherwise directed by the City of La Marque, in writing. This includes, but is not limited to:

1. Vegetative Debris

- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products.
- b. Remains of standing trees which are clearly damaged beyond salvage.

2. Construction and Demolition (C&D) Debris

- a. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- d. Metal debris, consisting of various thicknesses of corrugated metal and other thin sheet metal products.

Description of Designated Area

3.1.1 The designated area for debris removal is bound by City of La Marque limits and includes all public right-of-ways, easements, parks, debris staging areas within the areas of the entity. Roadways in municipalities within the City of La Marque’s limits may assign debris removal responsibilities to the

Proposer. Debris removal performed on these municipal roadways will be performed as identified by the City of La Marque. The City of La Marque may also authorize the Proposer to perform debris removal on NON- City of La Marque roadways or other areas as directed in writing by the City of La Marque.

3.1.2 All debris identified by the City of La Marque shall be removed. The Contractor shall make up to two complete passes through the City of La Marque's limits, removing all debris along each street Right-of-Way ("ROW"). It is at the City of La Marque's discretion to require a third pass to be performed by the Contractor. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City of La Marque or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City of La Marque, in writing.

3.1.3 Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.

3.1.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

3.1.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at TDSRS, unless approved in advance by the City of La Marque.

3.1.6 Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

3.1.7 Contractor will provide an on-site Project Manager to the City of La Marque. The Project Manager shall provide a telephone number to the City of La Marque with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with City of La Marque representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, LOCAL coordination, and damage repairs. Frequency of meetings may be adjusted by the City of La Marque. Proposer Project Manager must be available 24 hours-day, or as required by the City of La Marque.

3.1.8 The City of La Marque may provide the Contractor with Temporary Debris Storage and Reduction Sites (TDSRS). The Contractor will be responsible for returning the TDSRS to its original condition, abiding by all State and Federal environmental regulatory requirements.

1. TDSRS location to be determined within the City of La Marque.

2. Once TDSRS locations are determined, the Contractor will be provided with address, GPS coordinates, and estimated acreage.
3. Based on the severity of the disaster, the City of La Marque may task the Contractor with locating additional sites available as TDSRS.
4. The City of La Marque does not warrant or guarantee the availability or use of any dump sites. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the City of La Marque. The Contractor will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDSRS operations and remediation must comply with all Local, State, and Federal safety and environmental standards. Contractor reduction, handling, disposal, and remediation operations must be approved, in writing, by the City of La Marque.
5. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other City of La Marque approved sites that meet Local, State, and Federal Regulations for disposal will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

3.1.9 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

3.1.10 The City of La Marque reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

Section 4: SCOPE OF WORK

4.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City of La Marque roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the City of La Marque shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the City of La Marque to conduct emergency roadway clearance work. This may include roadways in municipalities within the City of La Marque. Clearance of these roadways will be performed as identified by the City of La Marque.

4.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the

City of La Marque ROW to a City of La Marque approved TDSRS or other designated disposal facility.

1. Vegetative debris existing in the City of La Marque ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, City of La Marque parks, alleys, City of La Marque debris staging areas, and other areas as designated by the City of La Marque.
2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of vegetative debris existing in the City of La Marque will be performed as identified by the City of La Marque.
4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City of La Marque or its authorized representative.

4.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the City of La Marque ROW to a City of La Marque approved TDSRS or other designated disposal facility.

1. C&D debris existing in the City of La Marque ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, City of La Marque parks, alleys, and City of La Marque debris staging areas.
2. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of C&D debris existing in the City of La Marque ROW will be performed as identified by the City of La Marque.

4.4 Demolition, Removal, and Transport of Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the City of La Marque. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City of La Marque approved TDSRS or other designated disposal facility.

1. Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the City of La Marque.
2. Entry onto private property will only be permitted when directed by the City of La Marque. The City of La Marque will provide specific Right of Entry (ROE) legal and operational procedures.
3. Contractor is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.

4.5 Temporary Debris Storage and Reduction Site (TDSRS) - Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate TDSRS for the acceptance, management, segregation, and staging of disaster related debris. TDSRS layout and ingress and egress plan must be approved by the City of La Marque

1. The management of TDSRS includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, "Overview of Work of Scope Rate Schedule Items."
3. Contractor is responsible for providing TDSRS traffic control.
4. Contractor is responsible for providing TDSRS dust control.
5. Contractor is responsible for providing 24-hour site security.
6. Contractor shall provide a tower from which the City of La Marque or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
7. Contractor is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
 8. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the City of La Marque or its authorized representative.
 9. Contractor is responsible to provide in proposal the rates for haul to TDSRS in increments of 0-15 miles, 16-31 miles and 32-60 miles.

4.6 Grinding (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the City of La Marque. Grinding must be approved by the City of La Marque prior to commencement of reduction activities.

1. All un-reduced storm debris must be staged separately at the TDSRS.
2. Proposer must obtain approval to reduce C&D debris from City of La Marque. If approved for reduction by City of La Marque, C&D debris must be reduced via grinding in order for the City of La Marque to compensate the Contractor for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

4.7 Incineration (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City of La Marque. Incineration must be approved by the City of La Marque prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the TDSRS.

4.8 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a City of La Marque approved TDSRS to a final disposal facility.

All unreduced storm debris must be transported to a final disposal facility separately from reduced debris.

4.9 Final Disposal Sites

In Brazoria County, the primary landfill for the City of La Marque is Sea Breeze Environmental Landfill. The landfill is located less than twenty miles from the City of La Marque. If the designated landfill is not available, the awarded contractor is required to submit a price per mile for any miles traveled greater than the estimated range.

Final disposal sites distance from the TDSRS and associated tipping fees should be provided to the City of La Marque prior to conducting final disposal.

4.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees (12) twelve inches or greater in diameter, measured (3) three feet from the base of the tree or chest height and hanging limbs (2) two inches or greater in diameter existing in the City of La Marque ROW. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in the City

of La Marque ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 4.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than (12) inches in diameter, measured (3) three feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with 4.2. The City of La Marque will not compensate the Contractor for leaning trees less than (12) twelve inches in diameter on a unit rate basis.

1. Removal and transportation of hazardous trees (12) twelve inches or greater in diameter and hanging limbs (2) two inches or greater in diameter existing in the City of La Marque ROW and private property will be performed as identified by the City of La Marque. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City of La Marque. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of (1) one of the following requirements:
 - a. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
 - b. The tree is dead, twisted, or mangled as a direct result of the storm and an Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

4.11 Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree existing in the City of La Marque ROW. Further, debris generated from the removal of uprooted stumps existing in the City of La Marque ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 4.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Stumps measured (24) twenty-four inches from the base of the tree and less than (24) twenty-four inches in diameter will be considered normal vegetative debris and removed in accordance with 4.2. The City of La Marque will not compensate hazardous stumps less than (24) twenty-four inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment III – FEMA Stump Conversion Table) and removed under the terms and conditions of 4.2.

1. Removal and transportation of hazardous uprooted stumps existing in the City of La Marque ROW and private property will be performed as identified by the City of La Marque. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City of La Marque. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- a. Over 50% of the tree crown is damaged or broken and heartwood is exposed.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 4.2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment III – FEMA Stump Conversion Table).

The City of La Marque or its representative will measure and certify all stumps before removal.

4.12 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.13 Electronic Waste

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Electronic Hazardous Waste (EHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of EHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.14 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the City of La Marque. The removed vehicles will be hauled to a City of La Marque approved staging area and subsequently disposed of by the appropriate regulatory agency. The definition of abandon vehicle shall apply to motor vehicles, recreational vehicles, recreational watercraft and other applicable definitions of vehicle as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal required for Abandoned Vehicle Removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.15 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of animal carcasses as defined by FEMA 325 Public Assistance Debris Management Guide. The carcasses will be hauled to a City of La Marque approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Animal carcass removal and disposal shall follow within accordance with FEMA 325 along with coordination with City of La Marque Public Health Official representative and detail documentation of the approval, removal, and disposal.

4.16 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to a City of La Marque approved staging area where certified technicians will remove the refrigerants. Under this contract, the contractor will be responsible for locating and contracting services from certified technicians.

1. The removal, transportation, and disposal of White Goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.17 Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the City of La Marque. The Freon containing items will be hauled to a City of La Marque approved staging area under the terms and conditions of 4.16 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

1. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.18 Asbestos Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

4.19 Use of Local Resources

As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least **30%** of subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

4.20 Working Hours

Sunday through Saturday, the Contract hours shall only be during daylight hours or as otherwise directed by the City of La Marque. No work outside these hours shall be allowed unless approved in advance by the City of La Marque.

4.21 Debris Site Tower Specifications

4.21.1 The Contractor shall provide a minimum of one tower at each dumpsite for the use of City of La Marque representatives during their inspection of dumping operations. If ingress and egress of a TDSRS is of significant distance that the City of La Marque or its representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet on all (4) four sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Proposer's compensation under the terms and conditions of section 4.5.

4.21.2 The Contractor shall provide a minimum of one portable toilet at each dumpsite for the use of City of La Marque representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of section 4.5.

4.21.3 Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the City of La Marque due to unsuitable conditions at the tower.

4.22 Equipment

4.22.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul

debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

4.22.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two-inch by (6) six-inch boards or greater and not to extend more than (2) two-feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized City of La Marque representatives prior to its use by the Contractor.

4.22.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Proposer mix debris hauled for others with debris hauled under this contract. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the City of La Marque.

4.22.4 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City of La Marque, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

4.23 Traffic Control

4.23.1 The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas.

4.23.2 Contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

4.23.3 Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

4.23.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

4.23.5 The expenses incurred by the Contractor for items 4.22.1 to 4.22.3 are compensated under the terms and conditions of section 4.5.

4.24 Damage To Public Or Private Property

4.24.1 Contractor is responsible for all damage, injury, or loss to any property.

4.24.2 Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

4.24.3 Contractor failure to restore damage to public or private property to the satisfaction of the City of La Marque will result in the City of La Marque withholding retainage money in an amount sufficient to make necessary repairs.

4.25 Existing Utilities

4.25.1 Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.

4.25.2 Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the Contractor.

4.26 Environmental Protection

4.26.1 All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.

4.26.2 The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the City of La Marque. Contractor shall comply in a timely manner with all directions of the City of La Marque regarding the use of a water truck or other approved dust abatement measures.

4.26.3 The Contractor shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

4.27 Documentation and Measurement

4.27.1 The City of La Marque may contract services with a debris monitoring company to act as its representative. Prior to beginning any work, the City of La Marque, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City of La Marque, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized City of La Marque representative each time it returns to work from other contracts or communities.

4.27.2 Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.

4.27.3 The Contractor shall designate one project manager. The representative shall provide a telephone number to the City of La Marque with which he or she

can be reached throughout the duration of the project.

4.27.4 “Load tickets” will be provided by the City of La Marque or its representative for recording volumes of debris removal.

1. Each ticket shall be of a type that consists of one original and four carbon- copy duplicates.
2. Load tickets will be issued by an authorized representative of the City of La Marque or its representative at the loading site. The City of La Marque representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the City of La Marque representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City of La Marque representative present at the dumpsite. The City of La Marque representative will validate, enter the estimated debris quantity, and sign the tickets. The City of La Marque will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor’s records.
3. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

4.28 City of La Marque Responsibilities

City of La Marque responsibilities will vary depending on City of La Marque’s needs and resources. The City of La Marque, at a minimum, will be responsible for the following:

1. Coordination of collection activities with Contractor
2. Identifying suitable temporary debris storage and reduction site activities
3. Promotion of debris management activities
4. Educational materials
5. Submittal of post-collection TDSRS data reports to TCEQ
6. Recruitment and coordination of volunteers
7. Coordination with local police, fire, EMS and other appropriate agencies
8. Provision of emergency contact information

4.29 Response to Emergency

Contractor must have a representative within the city limits of La Marque within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. Contractor must make contact with City of La Marque representative within 48 hours of expected impact of storm.

4.30 Additional Disaster and/or Storm Recovery Services

Contractor shall include a price for any and all additional services that are available such as:

- Emergency delivery of potable water, ice, and food
- Temporary sanitation, showers, kitchens
- Command Center, satellite communication, phones, internet
- Emergency power generators
- First aid stations
- Light towers
- Office trailers
- Storage containers
- Mold/Asbestos Abatement
- Hazardous Waste Remediation
- Dredging
- Marine Recovery / Marine Debris Removal
- Bank Restoration
- Sand Collection / Beach Restoration
- Pumping and water relocation
- Sewer and Catch Basin Cleaning
- Temporary housing for responders and last resort residents
- Provide transportation and dispensing of gasoline, propane, diesel to support disaster recovery operations.

4.31 Additional Services

The contractor will describe its company's disaster recovery technical assistance services as well as any and all additional support services available to the City of La Marque.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.:

Invitation Title:

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status:	Manufacturer	Dealer/Distributor	Other
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Response Type(1):	Offeror Acting Alone	Joint Offering
--------------------------	-----------------------------	-----------------------

Contract Signatory(2):	Title:
-------------------------------	---------------

Mailing Address(3):

Physical Address:

Phone:

Fax:

Email Address:

Federal ID No.:

Web Page URL:

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4):

Mailing

Address:

Physical

Address:

Toll Free Phone:

Fax:

Email Address:

(4) Person who City of La Marque will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____

Date: _____

BID AFFIDAVIT

All pages in offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of La Marque, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____
(City & State)

Name and Address of offeror:

Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 20_____
(name of Notary)

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of La Marque is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914. The City of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid. Thank you.

BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44CFR Part 13.35, the Bidder/Respondent, hereby affirms that Bidder/Respondent:
(Please check all that are applicable)
_____ Is not excluded from doing business at the federal level.
_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).
2. City of La Marque may not make procurement transactions with SDNs/Blocked Persons.

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official

Authorizing the Bid/Offer _____ Date _____

Company Official

(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)		CY
6	Management of TDSRS (NOTE 4)		CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal		CY
8	Grinding or consolidation of C&D debris at TDSRS		CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal		CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal		CY
11	Pick Up and Haul of White Goods to Site within County		UNIT
12	Pick Up and Disposal of Hazardous Material		LB
13	Freon Management and Recycling		UNIT
14	Dead Animal Collection, Transportation and Disposal		LB
15	Abandoned Vehicle Removal		VEHICLE
16	Recreational Vehicle		Per LF
17	Disposal of asbestos containing material		CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
18	6 inch diameter to 11.99 inch diameter	See conversion chart	
19	12 inch diameter to 23.99 inch diameter	See conversion chart	
20	24 inch diameter to 47.99 inch diameter		STUMP

21	48 inch diameter and greater		STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
22	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
23	Removal of hazardous standing trees 6" – 12" in diameter		EACH
24	Removal of hazardous standing trees 13" – 24" in diameter		EACH
25	Removal of hazardous standing trees 25" – 36" in diameter		EACH
26	Removal of hazardous standing trees 37" – 48" in diameter		EACH
27	Removal of hazardous standing trees greater than 48" in diameter		EACH
Marine Debris Removal			
28	Canals, bayous and ditches		PER LF
29	Bays and other open waters		PER ACRE
30	Boat removal		PER LF
The following items shall be billed on a time and material basis according to the attached schedules:			
31	Emergency Road Clearance	See Equipment & Labor Rates	
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)		
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials		

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add _____ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add _____ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.

**ATTACHMENT II
EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

**ATTACHMENT III
Stump Conversion Table
Diameter to Volume Capacity**

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 8.XIV.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion/ possible action regarding awarding a Request for Proposal to Collaborate for completion of Vision 2050 Plan.

STAFF BRIEFING:

After careful review the committee assigned to review RFP's has selected Collaborate as the best responder to bid for Vision 2050 Plan.

HISTORY:

Council directed staff to draft an RFP for Vision 2050 Plan and subsequently approved the RFP for release with the funding support from our Economic Development Corporation of \$40,000 towards the completion of this project.

FISCAL IMPACT:

\$40,560.

CITY OF LA MARQUE



PROFESSIONAL PLANNING SERVICES VISION 2050 STRATEGIC PLAN



REQUEST FOR PROPOSAL
RESPONSE
February 23, 2024
to



Date : February 23, 2024
To: Kierra Nance
Address: 1111 Bayou Road, La Marque, Texas, 77568
Re: Request for Proposal (RFP) for Professional Planning Services No. 24-01

Thank you for the opportunity to present qualifications and proposal for the Collaborate Team. Besides KHJR Collaborate, our Team includes Collaborate Brandscape, Hawes Hill and Associates, Walter P Moore Engineers, Concord Group Economics, and The Guess Group. The Collaborate Team has successfully completed several Strategic Planning assignments leading master planning projects for a group of clientele including cities, counties, and higher education campus institution to name a few. Our presence and work history in the bay area has allowed us to familiarize ourselves with and look forward to and opportunity to discuss our proposal and approach with city leadership area. We believe that you find this Team uniquely qualified to perform the Strategic Plan for the development of a Master Plan for the City of La Marque.

As part of this document, we have included:

- Land Use Pattern assessment
- Streets & Public Spaces assessment
- Frontages assessment
- Buildings assessment
- Demographic data assessment
- Social – economic data assessment
- Community needs assessment.
- City leadership assessment.

To successfully undertake projects of this type, the Team must have personnel with extensive experience in Urban, Master Planning and Economic Development that focus specifically to your leaderships and community goals and objectives. Our team is committed to the successful development of a comprehensive on strategic plan from inception through completion including the initial community approach and engagement effort which will be led by Chris Kay and Tony Principal with over 70 years of experience.

KHJR Collaborate and our proposed team of experts is confident that our combined experience and dedication to your communities will be very effective in developing a high-quality strategic Road Map, leading to an eventual comprehensive master plan. Again, we appreciate the opportunity to present our credentials and look forward to the opportunity of working with you.

Sincerely,

A handwritten signature in cursive script that reads 'Chris Kay'.

Chris Kay AICP IAIA
Principal
E:ckay@collaborateteam.com
P: 414.702.5411

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

Collaborate Arch, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Collaborate Arch, LLC

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

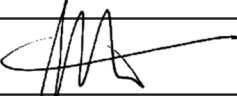
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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 of vendor doing business with the governmental entity

02/23/2024

Date



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About Us

KHJR/Collaborate Team is a planning and design-oriented firm based in Houston, Texas, with offices located in Austin, San Antonio, and Dallas. KHJR/Collaborate's experience encompasses a wide range of planning project scopes — P3-City- Municipal State, commercial, residential, industrial, education and institutional programs of various sizes and budgets. The commitment to clear and open communication, careful management of resources, and the emphasis on collaboration through every phase of the project is common to our Team's work on each project.

Collaborate team is a certified minority owned professional firm formed in 2011 by Martin Needle, AIA and Saul Valentin as a response to a client request for a more communicative- diverse and collaborative effort for public and Private planning and development design services. Collaborate has since grown, serving clients throughout Texas and South West US. With each project, we strive to demonstrate that innovative, economically of professionals creative and elegant design is achievable through the collaboration of our project team.

Our staff of professionals, technical and support personnel are committed to design excellence and quality finished projects that meet the scope of work proposed. Our commitment to technical excellence in each project results in our ability to help our clients manage diverse, and often complex, work scopes and design challenges.

We customize our services to satisfy the demands of The City La Marque's. Collaborate's services range from the planning stage studies to the full spectrum of economic development and design and construction administration services. Through our commitment to end-user and client input, our team is able to design spaces that functionally and aesthetically fit our clients' needs.

The combined experience of the KHJR/Collaborate staff and completion of hundreds of projects over the years has allowed Collaborate Architects to develop a character of dedication, quality performance and innovation. Due to our successful completion of projects, we are commonly awarded repeat work by clients.

Collaborate is certified as an Historically Underutilized Business (HUB) With the State of Texas.

Working Relationships

- La Porte ISD Campus Master Plan
- Port Arthur Strategic Plan
- City of El Paso Master Plan
- Texas Department of Transportation Infrastructure Plan
- City of Houston- LBJ Master Plan
- Lone Star College System Campus Master Plan
- City of Lancaster Strategy Plan
- East Village Master Plan
- City of Dickinson Tx, Strategic Bayou Village Mixed Use district Master Plan
- Oregon Street Mall Mixed use Master Plan- El Paso, Texas
- Union Plaza Street xx Redevelopment Planning Civic Core, El Paso Tx
- Downtown El Paso Business district Master Plan, El Paso TX

Our Services

- Architectural Services
- Design Master Planning
- Pre-Bond Services
- Site Planning and Acquisition
- Traffic Planning
- Value Engineering
- Contract Estimating and Bidding



KHJR Collaborate Experience

Planning

Crafting Future Communities: Merging Vision, Strategy, and Technology in a Comprehensive Master Plan

Planning Services Include:

- Comprehensive planning
- Master Planning
- Operational Planning
- Capital Investment Planning
- Facilities Programming
- Policy analysis
- Consolidated plan updates
- GIS analysis
- Small area plans
- Mixed use Lifestyle plans
- Form-based codes
- CRA plans
- Historical preservation plans
- Code rewrites/updates
- Transit development plans
- Vision plans
- Sustainable planning

Strategic Planning and Consulting

Our team works closely with stakeholders and key decision-makers in helping them identify the most appropriate direction to achieve their organizational goals. We specialize in the intersection of long-range planning and economics. We provide a variety of customized planning services and market studies for public and private clients across the country. Our approach focuses on building consensus, creating lasting partnerships, and developing recommendations that can be successfully implemented to achieve community goals. Our planning services can be combined with a market analysis and smart city technologies to achieve an even greater understanding of the factors that affect the long-range growth trajectory of an area.

Future Orchestration

We challenge the normal and re-define the status-quo to create equitable elevated communities that inspire growth and define their future.

Project Deployment

Identify and implement the most viable solutions to meet the varying demands of a vibrant community.

Project Financing

Assessment of project financing feasibility and underwriting capital investments for mixed-use urban and rural real estate development projects.





Date : February 23, 2024
To: Kierra Nance
Address: 1111 Bayou Road, La Marque, Texas, 77568
Re: Request for Proposal (RFP) for Professional Planning Services No. 24-01

Dear Mr. Kierra
Collaborate is pleased to submit our initial fee for service on the above referenced assignment.

Scope of Work:

Basic market research and area due diligence, and community outreach are necessary for the development of 2050 Vision strategic plan for city of La Marque – including utilizing available exiting market data provided by the city.

Our proposal is comprised of:

- Project work program and schedule
- Project organization and Management (resumes)
- Qualifications and experience
- References
- Demonstrated understanding of cities unique challenges
- Community engagement approach
- Staff allocation and staffing levels

The proposed fee is based on the owner providing the following:

- Development covenants and restrictions, if there are any.
- Available demographic market information for the city including studies.

Proposed Fee:

Collaborate proposes to provide the services described above in the scope of work for a lump sum fee of **Forty Thousand Five Hundred and Sixty Dollars (\$40,560)**.

Terms.

We propose that fees be paid monthly for work performed. Fees will be paid within 30 days from receipt of invoice.

Schedule:

Collaborate is available to start the work immediately upon approval of the fee and receipt of the owner provided information. A project schedule is attached as part of this package and will be reviewed with the owner prior to commencement of the work.

Exclusions, Reimbursable Expenses, and Additional Services:

The proposed fee does not include the following services:

- Geotechnical services
- Civil Engineering
- Traffic studies
- Architectural design services
- MEP Engineering
- Structural Engineering
- Re-platting or Platting services
- Surveying Services
- Services of Environmental Consultants.
- Services related to obtaining LEED certification.
- Fundamental or Enhanced Commissioning Services
- Cost estimates
- Design of Streets, turning lanes, and work in the Public Right of Way or within the development.

We proposed that reimbursable expenses be paid at cost with a 15% markup. Proposed reimbursable expenses will include the following:

- Courier services, shipping and delivery charges
- Reproductions Printing of plans and specifications for owner review, submission for permitting/approvals, and review by the development association. Printing for construction will be by the contractor.
- Fees for review of drawings by government agencies and/or the authority having jurisdiction required for permitting or any approvals associated with the project.
- Management of 3rd party consultants.

I hope this proposal meets with your approval as we are eager to commence work on your project. Please contact me if you have any questions or comments. We look forward to working with you. Your signature below indicates approval of this proposal and serves as a notice to proceed with the work. Thank you.

Yours truly,



Martin Needle AIA
Founding Principal; Collaborate Arch LLC.



KHJR Collaborate concept images of walkable mid density community with Elevated slabs for resilience

CRITERIA 1

PROJECT WORK PROGRAM AND SCHEDULE



The KHJR Collaborate Team, crafts meaningful experiences grounded in a deep understanding of culture, time, and place.

We have learned from experience to leave nothing to chance. Our team of experienced professionals strive to AFFECT POSITIVE CHANGE. That fosters social equity and results in economic prosperity. KHJR Collaborate Team's philosophy is that great cities and places are Carefully planned and designed, not left to chance. We appreciate the uniqueness of each community that entrusts us with their vision, and strive to create positive change, no matter how small.

WORK PROGRAM

We are pleased to present City of La Marque with our work program. This program will be enacted and lead by a KHJR Collaborate team of experienced professionals with an many years of experience in planning, organizational development and community engagement. Our work plan will serve as a road map leading to the development of a Vision and strategic plan that beings to address future economic development initiatives which have the highest potential for growth and prosperity for the city of La Marque Texas, and its citizens. Our work plan and process focus on the City's mission to ID and confirm its 2050 Vision strategic plan that will be used as a road map to guide future decisions by city leadership.

ABOUT THE PLAN

The effort is estimated to being Sometime in March or April of 2024 and to take an estimated 4 to 5 months to complete the initial phase one. Final timing and completion will depend on leaderships availability and following a discovery process that we will lead in order to clearly identify city leadership's goals and objectives before engaging with community out-reach activities.

The Work plan will adhere to consider the good work that's already been done by the city council in previous strategic and master plans in order to validate the initial stated needs and objectives and confirm how those needs and objectives may have changed and or whether we should plan and strives to meet that same needs that have yet to be realized.

Our initial discover process will also help determine define the mission of the Cities previous Master plan which set core goals and objectives published in 2015.

We recognize that the city of La Marque has grown significantly since 2000 and its anticipated that growth will continue well into the future if the infrastructure and support for economic development is enacted. The city has welcomed nearly 5,000 new neighbors since its last strategic planning effort some 9 years ago. Today the city serves close to 20,000 residents and is poised to grow rapidly in the next decade.

Our work plan se will serve as a road map to meet today's needs and lay a strong foundation for the future vision of the community and city leaders. It will be our Responsibility to lead the discovery, outreach and strategic planning and visioning efforts necessary to develop the final plan (what we refer to as a "Road Map).

The plan will guide our work in core goal areas: including the following :

MAIN OBJECTIVES:

- Understanding the existing state of City Operations
- Discovery of existing state
- Facilitating community outreach and Visioning process
- ID and or validating clear goals and objectives.
- Recommending ways, the city can best fulfill the goals and define priorities envisioned by the citizens of la Marque.
- Draft a final Strategic planning document to be used as a road map to help leadership make future decisions based on a common and pre-approved direction.
- Facilitate the development of Metrics and KPIs that serve as a basis for evaluating progress and performance.
- Produce a final planning document that includes community feedback and has the support of the citizens of la Marque.
- Produce a final planning document that identifies needed policies actions, goals, steps necessary to achieve the community's vision.
- Facilitate the development of a communication process lead presentations that keep city leaders the EDC board members and the community informed and engaged.
- Facilitate discussions round strategic decisions having to do with 2050 vision process including attending meetings and providing information that can be used in newsletters , and reports.
- Facilitate a process that keeps city employees informed and engaged in implementing strategic initiatives – including focus groups departmental key stakeholder meetings and in interviews etc.
- Assist in the selection of additional professional services the city may need to secure data, technologies, or services necessary to finalize the Visioning and strategic planning process at a level TBD and documented during the kickoff – Discovery phaser.

Effective and efficient organization, community and civic engagement, livable and safe community, economic development, and long-term planning.

This approach keeps us transparent and holds us accountable to focusing resources on strategies that best serve the needs and aspirations of our community. In the coming years we will need support and partnership from all across our community to further St. Helens' continued livability, smart growth and prosperity. Every six months, during City Council Work Sessions, these action plans are reviewed and updated between department managers and the City Council to ensure that everyone is staying on track. New projects may be added by the City Council at any time and the intention of this Strategic Work Plan is to create a living document that guides daily work.

WORK PROGRAM GOALS - TACTICS - PROJECTS

The work program is outlined with our "main objectives", above. We will identify more specific tactics, by department and sector during the discovery phase of our planning process which will lead to a more comprehensive estimated budget of costs that may be needed with the use of 3rd party professional services.

GETTING STARTED

Our work program starts by understanding the context of your community and the places, people, and businesses that make up what is the city of La Marque. This discovery process allows us to identify the key features that make la Marque special and identify and create authentic solutions that add lasting value and translate into a long-term Vision that can be acted on in measurable and positive ways.

Our aim is to identify a perfect balance of social and economic development that improves the everyday lives of the city of La Marque residents with projects that are functionally sustainable and provide inviting spaces to live work and thrive in.

We believe we must engage with the communities aim to Identify economic development and planning opportunities that can bring growth and prosperity to, and we strive to create healthy environments that improve people's wellbeing and delight all who live work or visit the city of La Marque .

We are Urban planners, architects, engineers' economists' real estate professionals' activists, designers, craftsmen, inventors, and entrepreneurs endowed with endless curiosity and a mindful approach to equitable-diverse urban planning and economic development principles.

KHJR Collaborate strives to identify project opportunities that are sustainable, and exquisite offering the citizens of La Marque a healthy, safe, rational and ordered environment with carefully curated public and private spaces to live a better life, have access to a greater variety and quantity of well-paying jobs, quality education opportunities, access to health and wellness and opportunities for lifestyle amenities and socialization that makes life better. KHJR Collaborate practices transparency and openness in anything we do and are of premium value, with a clear emphasis on light and truth in search of your ultimate Vision.

Our strategic planning process and approach is Inventive and Authentic and rooted in a distinct time and place with an air of grand ambition. At once intimate and worldly, and always based on communities needs coupled with local experiences and the rich history and storytelling of the City of La Marque, which curates your journey into the future. Our outreach and communication style is worldly and strives to encourage impromptu conversation and maximum citizen participation.

As a team, KHJR Collaborate, and our strategic partners have a very dynamic approach and bring a proven strategic planning and visioning process to the city of La Marques leadership. Our approach and process is inclusive and without singular authorship. Authorship of the Vision always resides with the Community and is a Team effort to Develop. The team's makeup is where all stakeholders, including the community at large and city leadership come together with our highly experienced and diverse experts from the project's inception to create the City of La Marques Vision for the future.



EXCEPTIONAL OUTREACH AND STRATEGIC PLANNING PROCESS BUILT ON TRUST AND TRANSPARENCY.

We strive to implement a process that results in identifying and creating an exceptional Vision through honest and transparent Communication, relationship building, and strategic planning with the community and city leaders and other key collaborators. By building trust and professionalism, we can enhance the process and come up with strategic solutions that benefit everyone involved. We value promoting the best ideas and envisioning the future in measurable ways that make us and the communities we serve proud.

VISIONING PROCESS ENGAGEMENT

Our team engages with the community to understand their needs' overall goals and objectives, culture and values, business objectives, operational goals, and brand.

We work with the final overall schedule and budget that our clients are comfortable with and factor in the knowledge of external market drivers.

OUR APPROACH

Armed with an understanding of your communities and pending project goals, we craft a strategic planning approach that formulates the overall team's VISION.

INTERPRETATION

We translate the approach into actionable concepts that can be measured and assessed eventually leading to your Vision. We ensure that we have the right group of business and design professionals to engage in the project.

SOLUTIONS

We engage with the community and city leadership (our clients) to fully develop, and design strategic solutions grounded in strategic thinking and guided by budget and schedule- ensuring quality targets set forth by the team and as identified and documented during the initial discovery phase of our approach and process.

EXECUTION

We make sure what we present can be acted upon and executed in a sustainable manner. We recognize that strategic recommendations that can't be executed are not viable. Our recommendations are measurable and identify solutions in the built environment that are practical and can be acted on with a high degree of confidence that successful outcomes can be achieved. We track and assess our purpose, and progress against the strategic goals we collect and process from the community and city leadership throughout the strategic planning and visioning process.

ASSESSMENT

We track and assess our progress against your stated goals and objectives throughout the strategic planning and visioning process, emphasizing readiness for the next phase of the process IE: Master Planning, Development. Economic Evaluation, Public Private Partnership engagements, and reinforcement of your initial Vision which we will help you create.

SELECTED WORK PLAN GOAL AREAS

Below we have included 3 of 6 Primary Plan Goals. The other 3 to be reviewed and developed jointly with city leadership and community



1. Effective & Efficient Organizational Structure

This goal area reflects our first and most important responsibility. As trusted advisors and professionals, it is our responsibility to honor our agreement, maintain transparency and a great working relationship while achieving successful on time and on budget performance outcomes for our client, The City of La Marque, its citizens and their leaders. We will deliver our services keeping in mind our responsibility to Maintain the most efficient use of the public funds entrusted to this assignment. We will strive to provide effective leadership and to ensure that the city of La Marque receives the most value out of every public dollar they invest in us.

2. Work Program Objectives

Create and Maintain an Effective Organization

- Review, Update, and update Strategic Workplan during the discovery phase.
- Review and Discuss City Budget Schedule and Process requirements for assignment.
- Conduct Kick off meeting #1. Facilitate introductions with City leadership and Key stakeholders by key Dept.
- Identify point of contacts and communication protocols.
- Initiate development of project management plan PMP for review and approval by city leadership.
- Enter into a contract agreement with an approved scope of work, budget, and schedule.

Objective: Assign and manage best in class - high performance team of talented professionals.

- Lead by example. Provide hands-on management and support to all team members.
- Foster diversity and promote servant leadership and transparency.
- Build a high-performance team strong with a can-do culture.

Objective: Develop keen understanding of city of La Marque process, procedures, and professional and regulatory requirements.

- Verify necessary Media and communication procedures.(rules & req)
- Conduct legal briefing on Council requirements with respect to assignment.
- Review and Update city Council Governing Policy
- Review and Update city contractor / professional services providers operating rules . (and reporting requirements)
- Verify City of La Marque Contracting and Insurance requirements.
- Verify City of La Marque Inclusion and diversity requirements.

3. Focus on Livable and Safe Community

Our primary duty is to the people we serve. This goal area focuses on the needs of our client. It guides how we serve and communicate with our client by verifying and documenting their stated needs, goals, and objectives. Most of all we recognize Public Safety is a key objective that directly relates to our Strategic planning process as it relates to livability. (quality of life). KHJR Collaborate team will partner with the community to ensure public safety and infrastructure systems issues, concerns and or preferences can be identified and addressed in the final plan- with the aim of meeting the community needs well into the future wherever possible.

Objective: Maintain awareness for public Safety including Addressing:

- Status of Crime incidents in the city of La Marque.
- Status Traffic safety and management of traffic into the future
- Status of Flood and environmental hazards and mitigation
- Availability of healthcare and EMS / fire dept services.
- ID existing or planned Public Safety Centers and or initiatives.
- Verify Park Master Plan and future accessibility and safety Improvements.
- Verify existing condition and future proposed Urban Trails and bike lanes.
- Verify Development requirements for community Housing Needs
- Verify access to Healthy nutritious fresh food.
- Verify access to Health and wellness services.
- Verify senior and assisted living services, housing, and amenities.
- Verify status of City Hall Improvements and public buildings safety – and Facility conditions.
- Verify location and condition of public Side walk and planned repairs or improvements.
- Verify condition of streets , curbs and gutters
- Verify condition of utilities including Water main Improvements-
- Verify Storm System Improvements
- Verify Fire station and services response times.
- Verify EMS services and response times.
- Verify condition of Levey.
- Verify status of community center and or public libraries.
- Verify mosquito control management program.
- Verify Air monitoring readings.
- Verify location of super fund sites (if any)

Objective: Verify current state of Arts and Cultural activities in the community

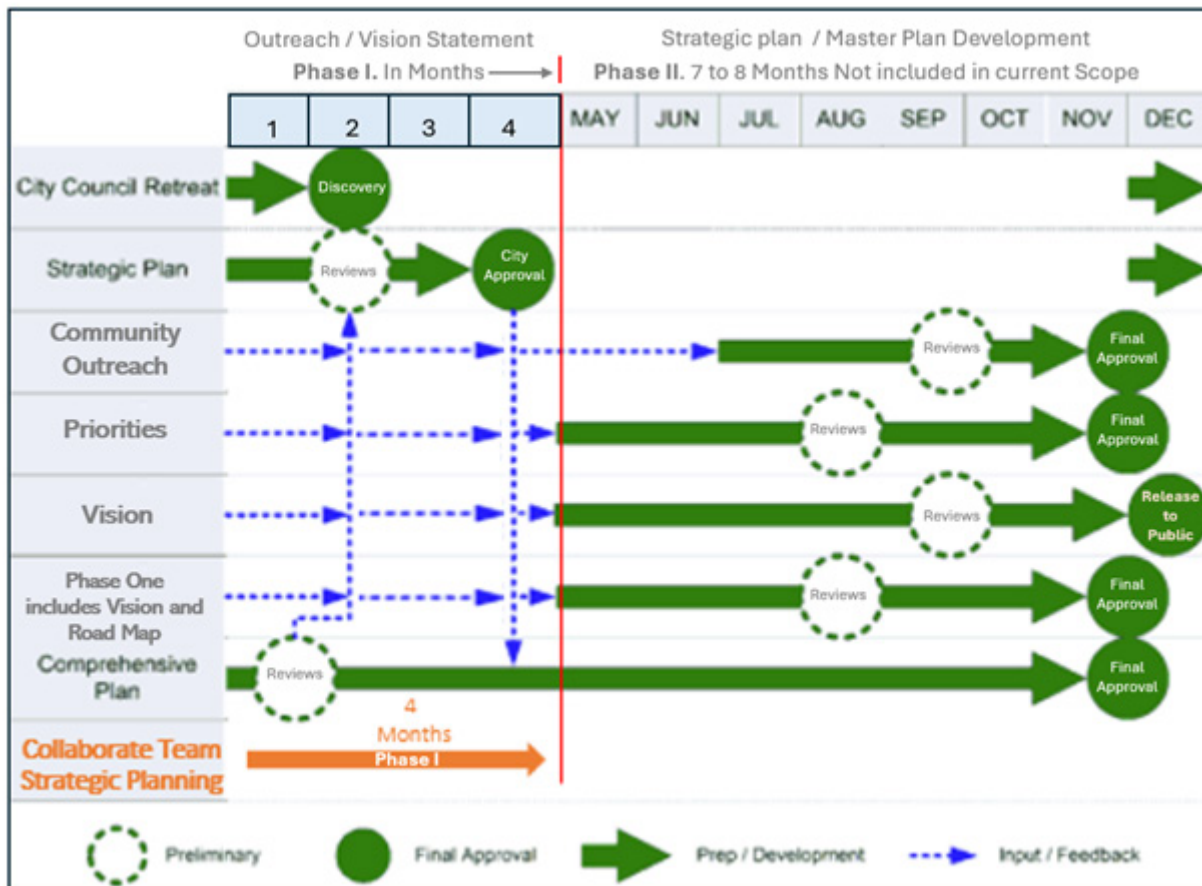
- Verify public recreation venues.
- Verify location of theaters and Cultural arts programs / Centers
- Verify Public art strategy.
- Verify Codes and regulations with regards to approved design standards

Objective: Verify City-wide emergency preparedness & resilience

- Verify building access and safety.
- Verify Public works backup power.
- Verify Continuity of Operations Plan
- Verify Chemical spill and or Haz com emergency prep plan.
- Verify Evacuation routs and plans.
- Verify Emergency Helipad landing sites.
- Verify Hospital capacity and specialties.
- Verify City EMS resources and capabilities.

KHJR COLLABORATE SCHEDULE / PHASING PLAN

City of La Marque 2050 Vision Strategy (Road Map). Phase I scope of work included.



- **Basic Services Outreach/Vision. Phase 1.** (Refer to Staff % section for additional information)
 - KHJR Collaborate Team – Estimated 4 Month Duration
 - Brand Scape (Vision Statement)
 - Hawes Hill & Associates (Limited Scope)
- **Phase II Master Plan Services.** (Not included in Base scope/fee. Final Scope TBD)
 - KHJR Collaborate Team – Estimated 7 to 8 Month Duration
 - Design Development / Brand Scape (Wayfinding & PR & Messaging.)
 - Hawes Hill & Associates
 - Walter P Moore Civil / Environmental
 - Concord Group (Economic Modeling . Trickle Down Proforma)
 - Landscape Consultants

Note: Its assumes that City / EDC Web site will be used as the platform with which to distribute information to public . A new web site can be provided upon request.

KHJR Collaborate Team

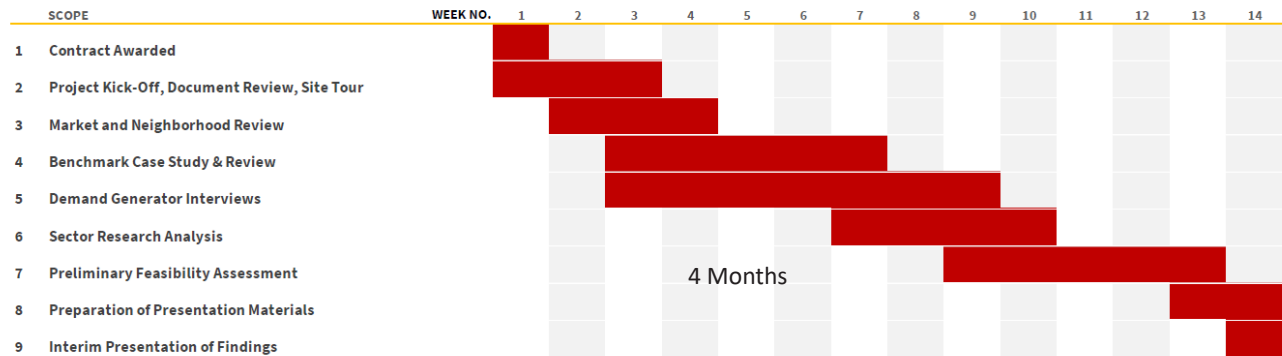
Preliminary timeline Example. Final timeline deliverables to be developed jointly during Discovery

PROJECT TIMING

City of La Marque Strategic Plan

PHASE I

Phase I: Market Analysis & Feasibility Study



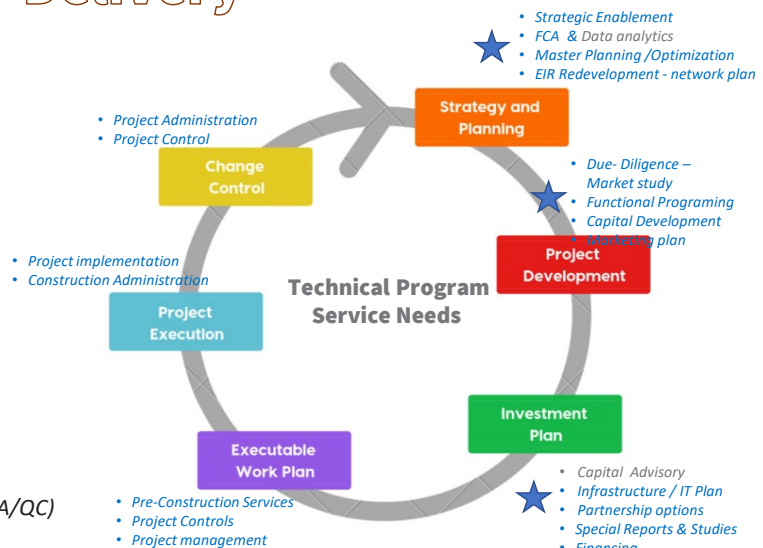
Integrated Service Offerings – Program Development

Capital Planning + Delivery

Strategy Enablement Pre-Design Services

- Advisory - Program management
- Strategic planning enablement
- Market Studies
- Facilities master planning
- Development plan
- Functional programming
- Due diligence / Financing options
- P3 strategies /Business optimization
- Infrastructure planning

- Project management
- Capital / land development
- P3 administration
- Pre-construction services
- Project controls (Scope – Schedule - budget – QA/QC)
- Project implementation
- Special studies and reports
- Facility condition assessments



Our goal is to assist La Marque with a twenty-first century master planning effort designed to provide La Marque's community with active and healthy living.

We envision a master plan that helps the city create a safe environment, Promote community wellbeing, Create economic development opportunities foster a Smart city approach and encourage Investment that creates new jobs and commerce .



SUCCESSFUL MASTER PLANNING EFFORTS REQUIRE:

COMPREHENSIVENESS multi-pronged mixed-use approach with both a Social and Economic focus.

FOCUS IN ZONES OR CLUSTERS .Incremental small re-development projects will lead to larger overall community development impact.

COMMUNITY ENGAGEMENT IS A MUST. Community buy is essential and planning efforts must be community driven.

STRATEGIC PUBLIC-PRIVATE PARTNERSHIPS ARE ESSENTIAL. Success requires cooperative action by a variety of Public and Private resources including but not limited to funding sources.

FOCUS ON ID. LA MARQUES UNIQUE EXISTING ASSETS. Plan around capitalize on the unique qualities of La Marques Geographical and demographic makeup.

PROVIDE ACTIONABLE MASTER PLAN INITIATIVES that are measurable and Set high standards including with: Economic restructuring changes in planning and infrastructure practices, and how plans are Implemented and measured for continuous improvement and progress.



KHJR Collaborate Walkable Mixed-use districts with Pocket Park areas. And out-door dinning and amenities

CRITERIA 2

PROJECT ORGANIZATION AND MANAGEMENT

ORGANIZATIONAL CHART

KHJR COLLABORATE LEADERSHIP SUPPORT	
Naina Magon, AICP Principal & Director of Planning	Saul Valentin Founding Principal
	Martin Needle, AIA Founding Principal

DEDICATED PRINCIPALS FOR STRATEGIC PLANNING ASSIGNMENT PH1	
Dwayne Mollard, AIA Director of Planning	Chris Kay, AICP. IAIA Principal Urban Planning & Design
Orlando Marchan Project Manager of Design	Tony Allender Director of Planning
Kassidi Yosko Project Manager of Planning	John Guess Vice-President, Real Estate Advisory Services
Miguel Nogueras Director Communication Design	

FUTURE ADDITONAL TEAM RESOURCES	
Richard Gollis Economic Development- Concord Group	Manoj Adwaney Civil, Enviromental, Traffic - Walter P.Moore
Janeita Natterjee Cost Estimator- Turner Townsend	
Keiji Asakura, FASLA, PLA LandscapeArchitecture - Assakura Robinson	
Elizabeth Gilbert UrbanLand Planning - Clark Condon	



KEY PERSONNEL



Saul Valentin

Principal/ CEO

Saul Valentin, Co-Founded Collaborate in 2011 and serves as the Chief Executive Manager. As a multi-Discipline firm, Collaborate is involved in Project Management, Design and Development of institutional, higher education, city and commercial real estate projects. Saul has been involved in more than a billion square feet of design and construction in office, retail, multi-family, education, and hospitality projects throughout Texas and across the country.



Martin Needle, AIA

Principal

Martin is a Principal at Collaborate and serves as the Principal In-Charge of the Architecture practice. His extensive experience and the subsequent “lessons learned” in Higher Learning facilities, both new and renovated assist the team in making the responsible and best choices. Martin has served as Architect for diverse projects for higher education, commercial, faith-based, transportation projects, municipalities, and institutional office facilities.



Chris Kay, IAIA, ACHE, PMP

Development Director

Principal KHJR Collaborate Chris has over 30 years of experience with the real-estate capital planning and development process, of which the past two decades have been dedicated exclusively to capital master planning and project development.



Dwayne Mollard, AIA

Project Architect

Dwayne has been involved in all phases of various projects from start to finish and brings a unique perspective to the design process. In most cases, he will anticipate issues before they become problems and he enjoys working with each client to produce aesthetically pleasing projects.



Orlando Marchan

Project Manager

Orlando offers 10 years of design experience and 8 years of Project Management experience in many project types. Commercial, educational, industrial, residential, retail, and interior design experience over this span allows him to offer a holistic viewpoint to clients, while implementing innovative and unique designs for each project.



Kassidi Yosko

Designer

Results-driven Design Associate with a proven ability to successfully execute diverse project tasks within tight deadlines. Possesses excellent problem-solving skills, coupled with exceptional communication, planning and decision-making skills to oversee project completion from inception to completion. Proficient in applying creative design concepts that enhance the functional and engaging human experience. Seeking a challenging opportunity to further develop my skills and contribute to the growth of an innovative design team.



Miguel Nogueras

Communication Design

His experience over 20 years of expertise in both B2B and B2C industries. His proficiency lies in creating engaging experiences that cater to the General and U.S. Hispanic markets through design, digital, and strategic consumer insights. Miguel is an essential tool for developing effective brand strategies, guiding marketing initiatives and maintaining competitiveness in a dynamic market.



Naina Magon, AICP

XXXX

Naina has over 25 years in economic development, planning and financial analysis experience. She serves both public and private sector clients in supporting new investment and facilitating development through creative and implementable solutions. As a Principal with Hawes Hill & Associates, Naina has collaborated closely with communities, private investors, developers and other entities to successfully position locations for revitalization or catalyst projects for development.



Martin Needle, AIA

XXX

Tony offers three decades of experience discovering creative and implementable solutions for regions, communities, downtowns, and districts and other places throughout the country. As a Principal with Hawes Hill & Associates, he uses his understanding of economic development, urban planning, community identity and project implementation to craft solutions centered around memorable places, community transformation and sustainable economic prosperity.



Richard Gollis

Co-Founder and Principal

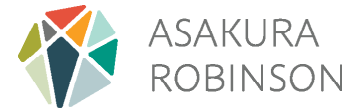
Richard's expertise in strategic market analysis, development programming, transaction due diligence and valuation extends across all real estate asset classes. . Across the country, Richard has led TCG teams on projects that have positively influenced infrastructure and development patterns including transit-oriented nodes and corridor plans; new redevelopment in the urban core; redevelopment of suburban retail to mixed use; and master planned communities.



Janeita Natterjee

Project Management Director

Results-driven Design Associate with a proven ability to successfully execute diverse project tasks within tight deadlines. Possesses excellent problem-solving skills, coupled with exceptional communication, planning and decision-making skills to oversee project completion from inception to completion.



Keiji Asakura, FASLA, PLA

Principal / CEO

As Founding Principal of Asakura Robinson, Keiji Asakura holds over 40 years of visionary leadership and experience in urban design, landscape architecture, and community planning that is mission-driven, holistic, and context-sensitive. Keiji has extensive experience with sustainable design, low-impact development, and resilience planning and has championed the use of green infrastructure and high-performance landscape design in virtually all aspects of the public realm.

CLARK CONDON



Elizabeth Gilbert, PLA

Principal / CEO

Elizabeth is focused on guiding the firm's vision and creating an exceptional experience for both the client and the Clark Condon team. Poised and concise, her leadership supports firm growth through mentorship and company strategy. Throughout her career, she has built a diverse portfolio of public and private projects with a passion for design excellence, creativity, and community impact. She excels at relationship building and creative design solutions.



Manoj Adwaney

Principal

As the Director of Civil Engineering, Manoj specializes in master planning and site plan design for education, science and technology, and healthcare projects including facilities in the Texas Medical Center. Specifically, he has worked with MD Anderson Cancer Center, Baylor College of Medicine, and Memorial Hermann Hospital System. Since joining the firm in 2000, his civil experience includes the design of grading, roadways and parking, stormwater drainage and detention, and utility routing and connection.



KHJR Collaborate Mixed-use Revitalization zone concepts , Addressing the “ Missing Middle”.

CRITERIA 3

QUALIFICATIONS AND EXPERIENCE



KHJR Collaborate Team QUALIFICATIONS

City of La Marque Vision Strategic Plan



We've completed more than 60 projects with city and county governments

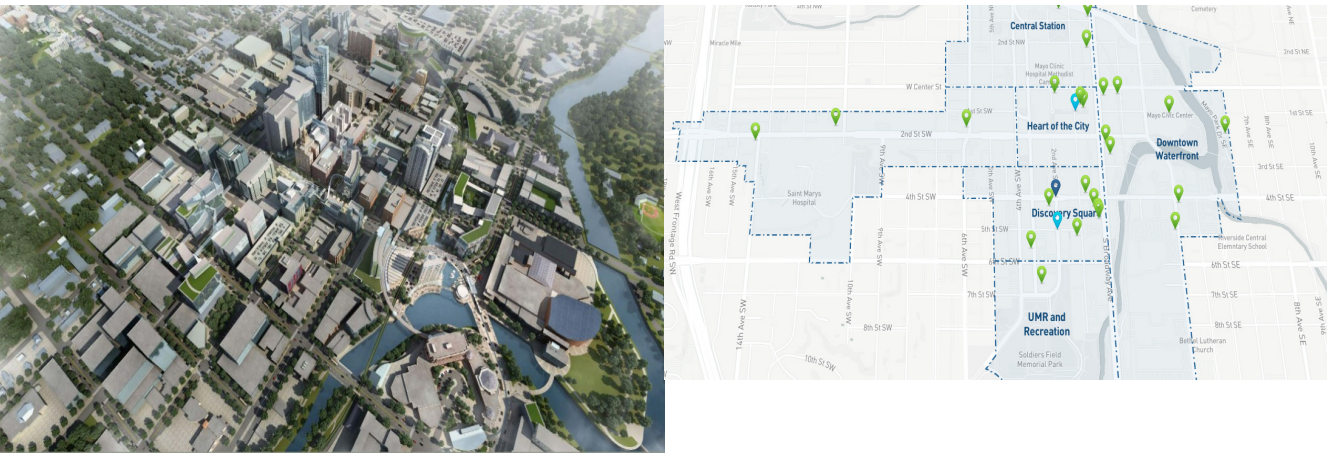
City of Alexandria
City of Atlanta
City of Chicago
City of Detroit
City of Fort Myers
City of Grand Rapids
City of Marietta
City of Miami
City of Napa
City of Phoenix
City of Pittsburgh
City of Portland
City of Saint Paul
City of San Diego
City of Seattle
City of Minneapolis
County of San Diego
County of Fairfax
County of Maricopa
County of Montgomery
District of Columbia
San Antonio, TX - Brooks Development Authority
Village of Schaumburg, IL



200 + Planning and Market Study Assignments in Texas

- Amarillo, TX – multifamily
- Beaumont, TX – build-to-rent single-family
- Belton, TX – multifamily
- Dallas, TX – multifamily
- Denton, TX – single-family residential
- Denton, TX – student housing
- Elgin, TX – build-to-rent single-family
- Frisco, TX – multiple hotels and convention center
- Fulshear, TX – retail
- Glenn Heights, TX – mixed-use with multifamily and retail
- Houston, TX – multifamily
- Jersey Village, TX – assisted living, memory care
- Little Elm, TX – retail
- New Braunfels, TX – independent living
- New Braunfels, TX – active adult 55+
- San Antonio, TX – multifamily and condos
- San Antonio, TX – active adult 55+ (part of larger DFW, Austin, and Houston assessment)
- San Antonio, TX – multifamily
- San Antonio, TX – affordable housing
- San Marcos, TX – multifamily and independent living
- Southlake, TX – medical office condos
- The Colony, TX – urban resort hotel
- Windcrest, TX (NE San Antonio) – seniors campus with 55+, independent living, assisting living, memory care

DESTINATION MEDICAL CENTER (“DMC”) STRATEGIC PLAN



DMC Goals

Comprehensive Strategic Plan

Create a comprehensive strategic plan with a compelling vision for region.

Attract Private Investment

Leverage public investments to attract \$5 billion in private investments Rochester.

Create Jobs

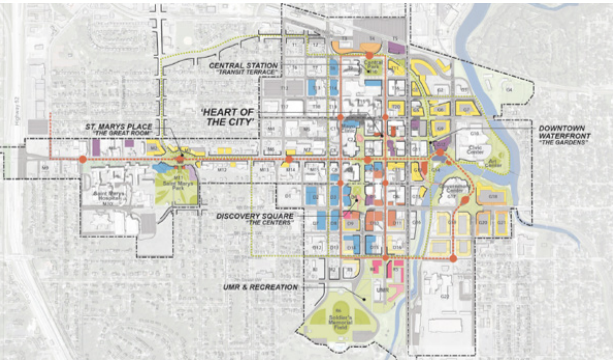
Create 30,000 new jobs, with workforce development strategies that support growth.

Generate Additional Net Tax Revenue

Generate approximately \$7.5–\$8.0 billion in new net tax revenue over 35 years.

Become the Destination for Health & Wellness

Achieve the highest quality patient, visitor, and community member experience both now and in the future.

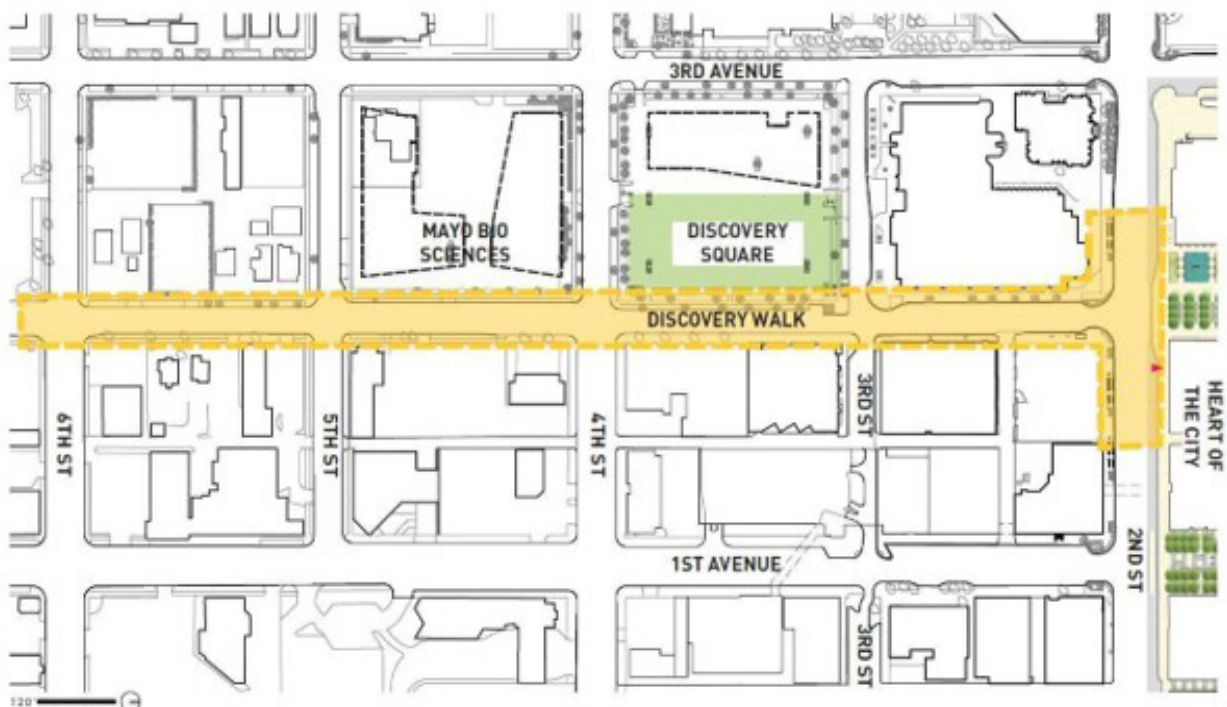


CITY OF ROCHESTER DMC INNER CITY RE-DEVELOPMENT

CREATING RELATIONSHIPS BETWEEN DEVELOPERS AND PUBLIC BODIES



DISCOVERY WALK | SITE EXTENTS



What We Do and How We Do It – Strategy Enablement

Plan

Deliver

Operate

KHJR Collaborate Integrated Capital Planning and Delivery Services, helps marry the Public –Private capital investment strategy development phase (“The Strategic Planning Process”) with the Implementation phase (“The Project Planning and Delivery Process”).

Our integrated services approach develops and maintains alignment of a project's financial framework throughout the real-estate due-diligence and development process, while helping assure that our Public client’s strategic business plan and operational service vision is realized in part through the creation of Public Private Partnerships coupled with “On Target” delivery of needed economic development and or district infrastructure development that together supports their real-estate development mission.



Elevating Communities Inspiring Growth and Defining the Future

KHJR Collaborate is a Real Estate Advisors company at the forefront of planning, economic development, and investment, igniting growth in towns and cities across America. We construct vibrant communities, providing a platform for people to live, work, and thrive harmoniously.

How We Do It

KHJR is Reshaping how Mixed-Use Development is Planned and Delivered.



Empowering Community Revitalization

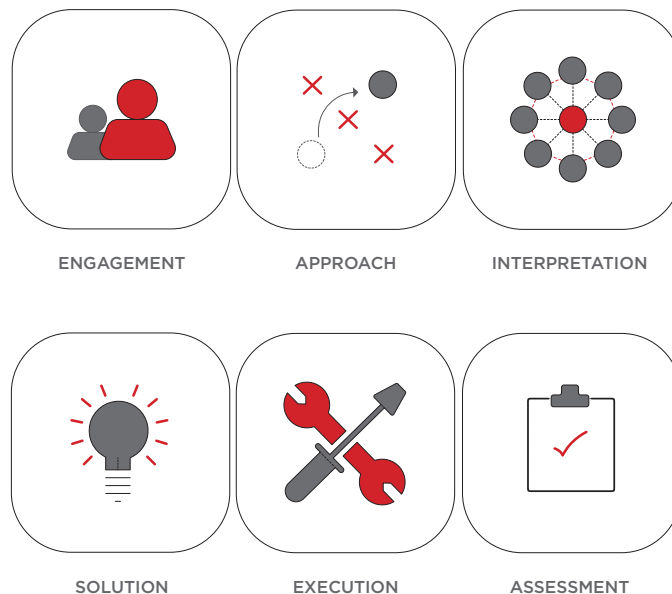
The KHJR Collaborate Team foundational belief rests on the notion that every community, irrespective of its size or location, possesses unique strengths and characteristics. These inherent strengths, when recognized and harnessed, have the potential to ignite vibrant, sustainable growth and drive transformation. We actively advocate for healthier, more inclusive lifestyles, an ethos that is deeply embedded in every project we undertake. We understand the profound impact that well-designed environments can have on wellbeing, which is why architectural ingenuity and thoughtful urban planning are central to our approach.

Our teams are skilled artisans in crafting neighborhoods that are compact and pedestrian friendly. We carefully design our communities to provide seamless access to essential amenities such as stores, restaurants, and businesses, ensuring a comfortable and convenient living experience for every resident. These neighborhoods aren't just about buildings and streets; they are about creating spaces that encourage interaction, build community spirit, and enhance quality of life.

At KHJR Collaborate, we don't just build communities; we become a part of them. We firmly believe in the power of co-management with local neighborhoods, which forms the basis of our partnership approach. This not only ensures a sense of equity and fairness but also fosters strong social connections, empowering residents to take active roles in shaping their environments. Our mission is to build more than just physical structures; we aim to create thriving, connected communities that embody the values of inclusivity, sustainability, and innovation.

Process Roadmap

KHJR Collaborate maintains an active planning, advisory and development practice across several Public – Private market sectors. Our company works with communities to plan and develop both speculative and build-to-suit community development and revitalization projects in key rural markets. We structure each engagement to meet the needs of the community leaders and projects across all disciplines from planning to finance, development, marketing and operations.



PROJECT EXPERIENCE

EAST ALDINE TOWN CENTER

Houston, Texas

A Beacon of Community and Progress in Houston's Backyard

In a spirited celebration involving residents, elected officials, and community leaders, the East Aldine Town Center was recently inaugurated, marking a pivotal moment for the area situated between Bush Intercontinental Airport and downtown Houston. This multifaceted development is part of an ongoing, multi-million dollar project aimed at uplifting the historically underserved 20-square-mile district of unincorporated Harris County.

The newly opened second phase features a 30,000 square-foot office building, an amphitheater with an audience lawn, and a host of outdoor recreational amenities like a playground with a splash pad, a river-like water feature, and a scenic fountain in a flood detention lake. The landscape is enriched with wide sidewalks, trees, and native plantings, offering a welcoming environment for community gatherings.

The first phase had already set a strong foundation by introducing the Lone Star College East Aldine campus, BakerRipley and HOPE Clinic non-profit service centers, and the state-of-the-art Harris County Sheriff's Office 911 Dispatch Center.

Looking ahead, the ambitious third phase aims to add 100,000 square feet of retail and commercial space, including a new supermarket. The Town Center has already started attracting private commercial investments, evidenced by the opening of a new gas station and convenience store across the street.

Emphasizing the community-centric nature of the project, David Hawes, the executive director of the East Aldine Management District, stated that this development is by the people, for the people. The project is funded through a local sales tax, and aims to provide a safe and inclusive space for residents to engage with law enforcement, hold community meetings, and enjoy recreational activities with their families.

The Town Center is more than just a complex; it's a catalyst for broader economic development. It addresses Aldine's unique "in-between" status, offering a promising future especially as distribution centers and other enterprises recognize the area's strategic advantages. State officials have praised the project as an exemplary public-private partnership, highlighting the collective effort that has gone into its realization. With \$6 million in state funds secured for future development at the adjacent Keith-Wiess Park, the project ensures that East Aldine residents will not have to venture far for outdoor activities.



OREGON STREET MALL

El Paso, Texas

The Oregon Street Transit and Pedestrian Mall is a three-block area proposed to be unique to downtown El Paso. Sun Metro has begun to promote use of mass transit more successfully through the construction and planning of new transportation hubs in each area of the city. The Oregon Street Mall, along with other new developments, will further promote Sun Metro's trend towards increasing ridership and decreasing automobile use. This is very important for a city with the air quality problems El Paso experiences.

The Oregon Street Mall will divert the bus and pedestrian traffic that now encompasses San Jacinto Plaza and spread it out over the three-block area. Automobile traffic will be permitted through the site but will be limited.

The project also entails widening sidewalks and modifying street widths to better accommodate the mix of buses, streetcars, new bus shelters, and increased pedestrian activity. The sidewalk and street redesign will distinguish areas within the mall from other sections of downtown. Increased pedestrian traffic will also promote downtown development and increase the merchants' business in the area.

PROJECT: Oregon Street Mall

LOCATION: El Paso, Texas

CLIENT: City of El Paso

BUDGET: \$4.45 Million

AREA: 3 City Blocks

TEAM: Martin Needle



MEMORIAL HERMANN

Houston, Texas

The Memorial City Medical Center, a trailblazer in US healthcare infrastructure, presents an integrated health and wellness campus sprawling over 200 acres. The medical complex, which saw extensive campus planning and program project management from 2001-2010, amalgamates healthcare, retail, office space, and hospitality sectors into a comprehensive health and wellness ecosystem. The campus, home to over 2.4 million square feet of healthcare facilities, serves as a vibrant beacon of comprehensive, patient-centric care.

The Memorial City Medical Center stands as a pioneering example of an integrated healthcare campus in the US. The center houses two modern hospital towers and a myriad of facilities, including clinics, physician offices, outpatient imaging, oncology, and outpatient surgery units. Catering to over 100 medical specialties, the campus accommodates approximately 1,700 employees and provides 444 licensed hospital beds, ensuring the provision of diverse, high-quality medical services.

The crown jewel of the campus is the 32-story, 640,000 square-foot Memorial Hermann acute care hospital and outpatient tower. Completed in 2008, this award-winning medical edifice offers advanced acute and specialized care for women and children, on par with the services available in the Texas Medical Center. The Memorial Hermann tower, sitting at the heart of the campus, signifies the blending of cutting-edge medical facilities with holistic wellness services.

The Memorial City Medical Center, with its ambitious and successful blending of health, wellness, and auxiliary services, sets a benchmark in integrated healthcare campus development. It not only serves as an essential healthcare hub but also acts as a testament to the potential synergy of healthcare, wellness, and urban planning.



UNION PLAZA STREETSCAPE & REDEVELOPMENT

El Paso, Texas

The team provided master planning, urban design, and environmental graphics services in this civic core. The plan brings a mix of uses together to attract citizens to this new 24-hour district and develop the vibrant new Town Center. The plan includes the creation of a Boulevard to link City Hall and the Civic Center with the Cultural and Entertainment District, two urban parks, enhanced streetscapes, an environmental graphics system, and land use planning to encourage public / private development of the area. The Union Plaza Livable Communities Initiative Streetscape Program will also link residents and visitors to expanded transit service, intercity bus, and international bus services.

Safety and Security: security lighting, accessible sidewalks, police storefront, and community meeting center.

Transit Ridership: increase due to better access to employment destinations, entertainment, cultural and educational facilities in downtown El Paso, and a new parking facility

Community involvement/leveraging other assistance: through intensive community involvement, the City has developed a plan for the Union Plaza Redevelopment program which includes over \$40 million of projects utilizing public and private funding resources.

Employment: in addition to a museum, festival plaza, civic center expansion, and trolley service expansion within the Union Plaza area, a major face lift will be a catalyst to private sector investment.

PROJECT: Union Plaza Streetscape & Redevelopment

LOCATION: El Paso, Texas

CLIENT: City of El Paso

BUDGET: \$6.5 Million

AREA: 14 City Blocks

TEAM: Martin Needle, AIA



ARTS FESTIVAL PLAZA

El Paso, Texas

A milestone in the city's commitment to downtown revitalization, the arts festival plaza was built on a parking lot in front of a massive red brick wall at the rear of the historic plaza theater.

Though conceived as an urban space for the display of art and a garden extension of the future museum of art, the plaza accommodates a variety of other venues. The location makes the space ideal for small outdoor events ranging from art exhibits, dance and theatrical performances to music and cultural festivals.

Concrete columns supporting metal canopies accent the waiting area for Sun Metro's trolley bus. A misting system and a monolithic water wall to the rear of the plaza provides a sound barrier and increases humidity (to lower the temperature) in the immediate area.

Ample seating and shade trees encourages everyday use by general public, the planting providing shade and a respite from the urban heat.

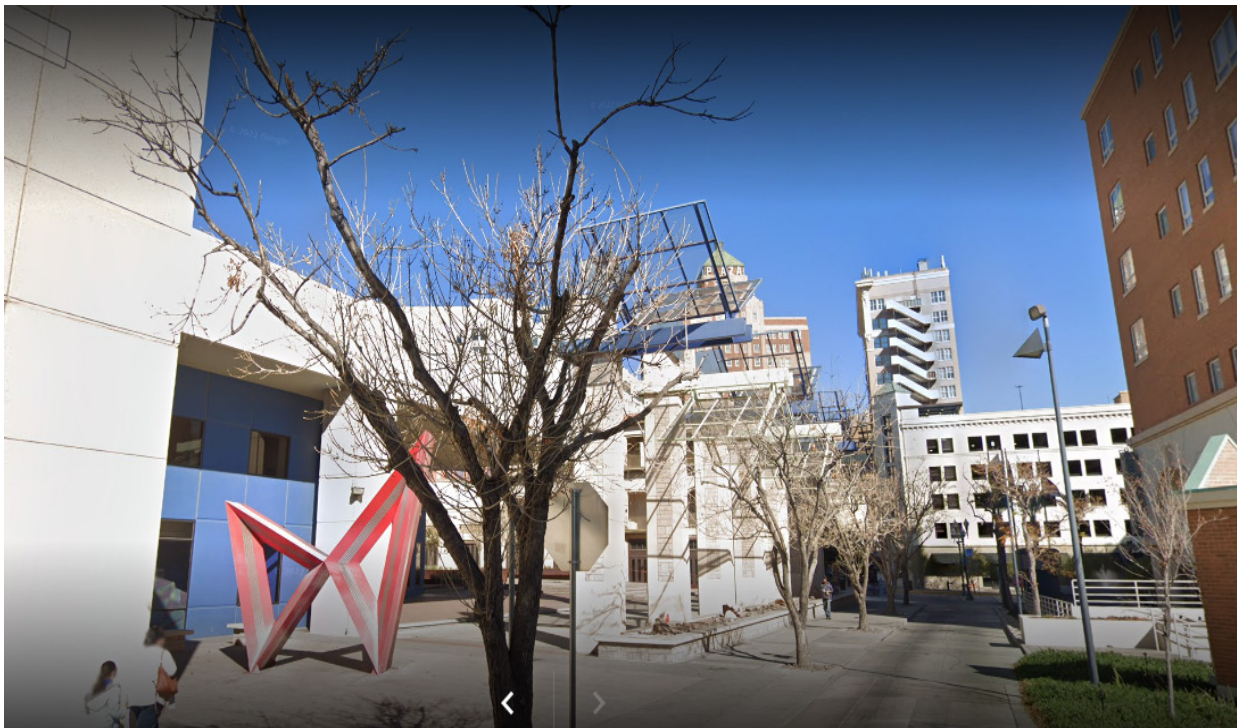
PROJECT: Arts Festival Plaza

CLIENT: City of El Paso

LOCATION: El Paso, Texas

BUDGET: \$1.8 Million

DESIGN TEAM: Martin Needle, AIA



Jersey Village, Harris County, TX

Mixed-Use Wellness Development | 64 acres | \$390M+ Investment



Jersey Village, Harris County, TX

- 43-acre mixed-use development including residential, retail, hotel, a new City Hall, and an amphitheater
- Envisioned In 2017 as a live-work-play community that integrates wellness with lifestyle amenities, including sports medicine & wellness, medical office buildings, retail, hotel, office, community college, senior living, affordable housing
- Incentive package granting sales and property tax breaks for 20 years for the hotel development
- The city is partnering with KHJR to develop a new town center on a 33-acre site which will include 300 high-end apartments, 140 senior living units, a 100-room hotel, retail and office space, an 80,000 square foot "family fun center," a city hall, and potential minor-league baseball stadium.
- KHJR specializes in master-planned communities with a health-focused twist. The developer is involved in the Union Village, a 170-acre mixed-use site south of Las Vegas centered on Henderson Hospital, and the Lancaster Medical Main Street on the Antelope Valley.

Union Village, Henderson, NV

First Integrated Health + Wellness Community in the U.S. | 154 acres | \$1.2B Investment

- 500-bed Hospital
- 85,000 sq. ft. Medical Office Buildings
- 14,000 sq. ft. Fresenius Dialysis Clinic
- 150 bed AL/MC
- 200 room Senior Apt
- 400 Town homes
- 1,000 Apartments
- 95,000 sq. ft. Athletic Club
- 140-room Home 2 Suites Hotel
- 150,000 sq. ft. Retail
- 2-acre Park with Bike & Hike Trails
- 50,000 sq. ft. Wellness Institute
- Pedestrian Promenade
- Smart City Infrastructure



City of Port Author Reference Material

Proposed commercial / Residential
Mixed-use Development



SANTA TERESA VILLAGE ONE PHASING PLAN

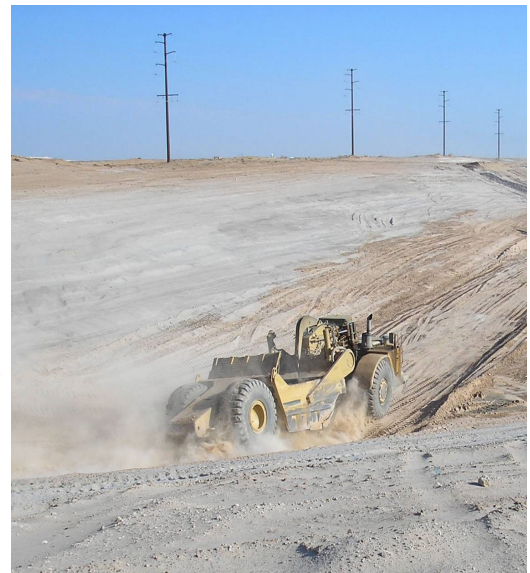
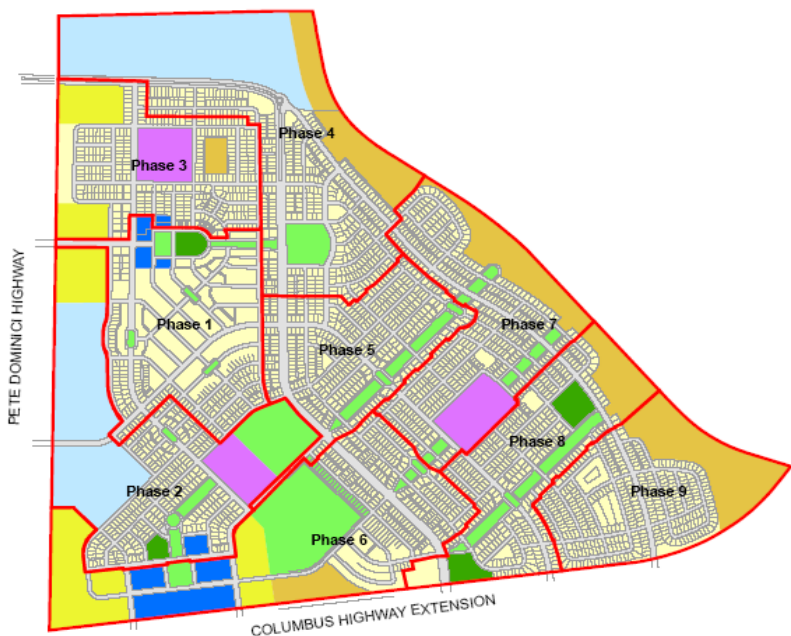
Santa Teresa, New Mexico

Verde Realty is developing a 20,000 acre planned community in Santa Teresa, New Mexico. This community will include 25,000 homes, 3,789 acres of industrial warehouse and manufacturing enterprises, 793 acres of retail and urban core areas, and 5,044 acres of public open space and schools.

Village One, which is projected to build out in 10-years, will provide nearly 4,000 homes on over 1,000 acres. In addition it will include 230,000 square feet (sf) of retail/mixed use space, 183 acres of open space and parks and provide for 3 public schools.

The land plan for Village One is predicated on traditional neighborhood development principles with a rich mixture of land uses and open space systems promoting non vehicular travel. Local roads will be carefully planned in a grid configuration to maximize connectivity and distribute traffic within neighborhoods. Roadway cross sections have been customized for Santa Teresa to encourage walkability, provide human scale frontage to adjacent buildings, and reduce traffic speeds. Significant challenges to implement the planned community are the design and construction of the infrastructure systems including the expansion of the water and waste water treatment systems, storm water management systems, and approval of access from a controlled access highway.

PROJECT: Santa Teresa Village One Phasing Plan
CLIENT: Verde Realty
LOCATION: Santa Teresa, New Mexico
BUDGET: \$127 Million
COMPLETION DATE: Phase 1 to 4 -- 2010



TOWN CENTER

City of Sugarland, Texas

Sugar Land Town Center is in a Planned Development district (PD), which is intended to allow development containing uses or a combination of uses in a design that is different than the standards established in the standard zoning districts.

The PD district encourages innovative concepts not permitted in standard districts and is intended to provide flexibility in development

32 Ac. Mixed-use District
1.6M SF mixed Use Development
165 Mid rise Multifamily residential
P3 Capital Finance Structure
Structured Parking
242,900 SF Retail and Dining
300 Room Hotel and Hospitality
1.4 Ac Pedestrian Plaza
82,000 sf City Hall
2003 Opening



SANTA TERESA VILLAGE ONE PHASING PLAN

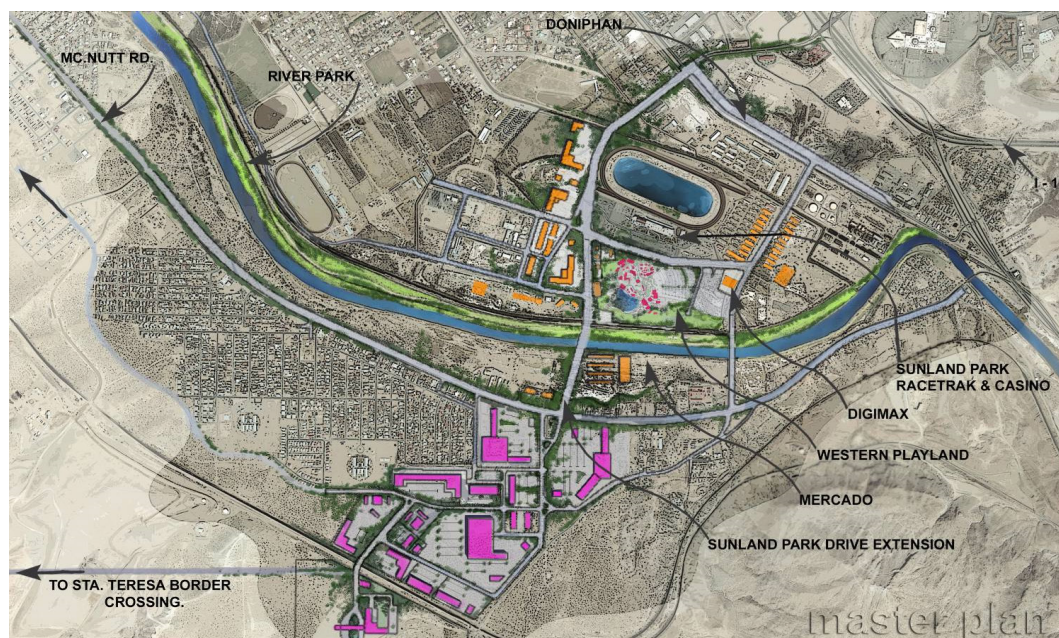
Santa Teresa, New Mexico

With funding received from the US Department of Housing and Urban Development, will develop a master plan for the development of the City of Sunland Park, New Mexico, addressing infrastructure development, zoning, residential development, transportation and the creation of a proposed new international Port of Entry. The project is a partnership with CETE, a local non-profit organization, and the City of Sunland Park.

Sunland Park is one of the poorest communities in the nation and is classified as a colonia. Housing conditions are poor, and the community lacks an adequate wastewater system. Most new residential housing consists of mobile homes, and industrial and commercial development has been haphazard. Perspectiva's support for Sunland Park will: Create a City Master Plan and planning process; Develop and plan land use and infrastructure appropriate to the density and needs of the area; Plan for present and future provision of infrastructure (water, sewage, transportation, public facilities, schools, housing, and utilities) adequate to meet human needs. Plan, in cooperation with the MPO, an efficient and integrated transportation system that meets the interests of the City businesses and residents and addresses transportation issues such as the development of a new port of entry and the growth of the entertainment industry; Develop recommended City zoning and land use ordinances that the City can adopt to optimize planned growth and development; Prevent the concentration of residential population around the new Port of Entry.

Encourage and support environmentally responsible commercial and industrial development; Develop a wastewater, water and utility plan and system that safeguard the integrity of the groundwater and surface water supply of the region while supporting a regional management policy that facilitates the coordination and cooperation of other governmental agencies in Texas and New Mexico. Address planning and regulatory changes that will preserve and protect Sunland Park's bi-national culture and history.

PROJECT: Santa Teresa Village One Phasing Plan
CLIENT: Verde Realty
LOCATION: Santa Teresa, New Mexico
BUDGET: \$127 Million
COMPLETION DATE: Phase 1 to 4 -- 2010



SANTA TERESA MASTER PLAN

Santa Teresa, New Mexico

Within the Santa Teresa Master Plan, Village I will be the first phase of development. This area is located in the northeastern portion of the Master Plan and encompasses approximately 1,100 acres.

Representing a projected 10 year build out, Paseo Dorado will accommodate 4,200-4,700 housing units and from three to five hundred thousand square feet of commercial use. Local shops and business will be a welcoming part of the neighborhood. This kind of friendly well planned retail environment will help attract customers and provide stability for small business.

Two retail areas are planned within Paseo Dorado. The first is a small neighborhood scale retail area near a community center, and the second is a community serving retail center east of Pete Dominice and north of Columbus Highway.

PROJECT: Santa Teresa Village One Phasing Plan

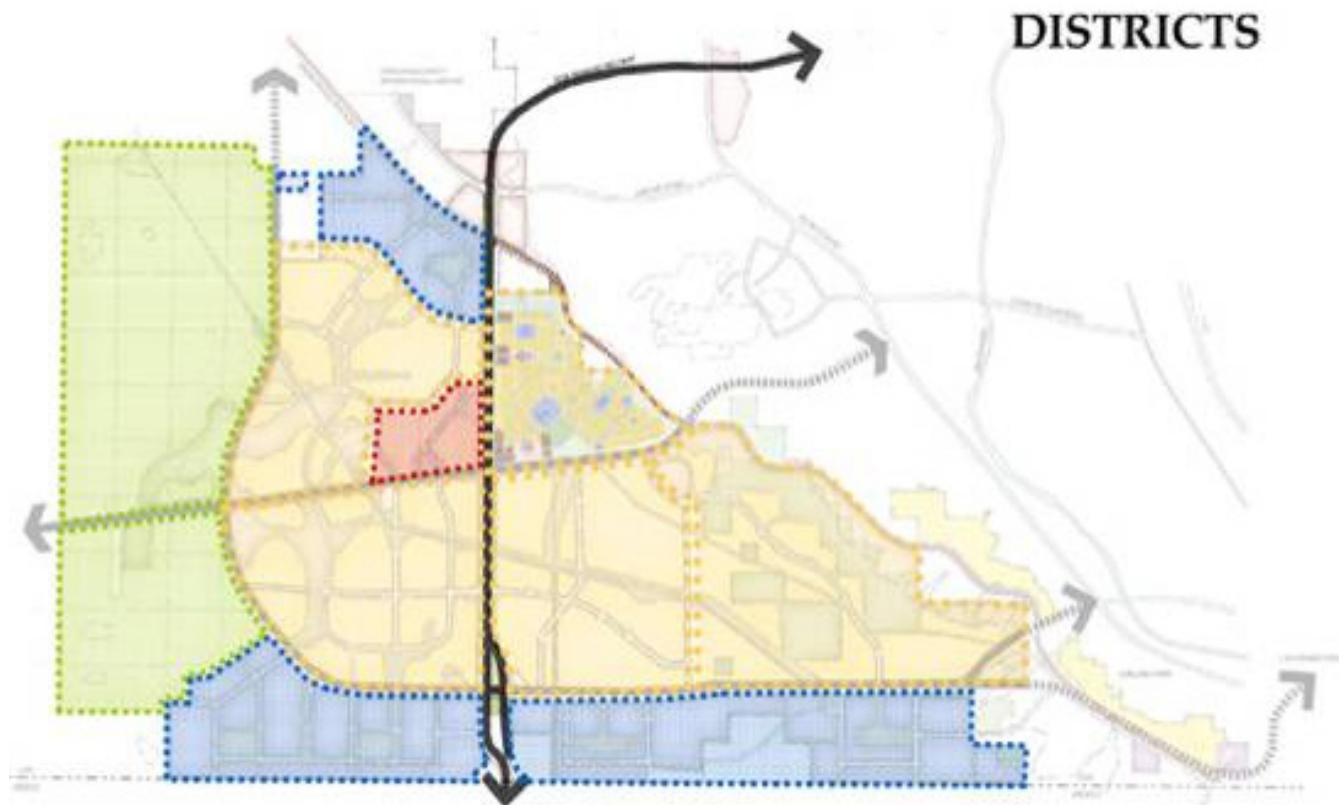
CLIENT: Verde Realty

LOCATION: Santa Teresa, New Mexico

BUDGET: \$127, 000, 000

SIZE: 1,100 acres

COMPLETION DATE: 2016



EL PASO COMMUNITY COLLEGE

Valle Verde Campus Master Plan , El Paso

The program includes 24 classrooms, computer lab facilities offices, deaf education labs, ESOL labs, administration areas and new parking for 1300 cars. For this project, the designer took social space and the separation of pedestrians and automobiles into consideration to encourage gathering between classes. Perspectiva provided a large, verdant "quad" connecting the old buildings and the new with boundaries defined by a trellised walkway. Designed in scale and material with sensitivity to the existing brick buildings, the classroom addition harmonizes seamlessly with what was previously built and creates a gateway to the large existing campus.

PROJECT: Valle Verde Campus Master Plan

CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$8.5 Million

SIZE: 60,000 SF

COMPLETION DATE: Summer 1997



City of Vallejo. Mare Island Mixed Use District. Solano County CA.

Mare Island EIR of over 1M square feet of Mixed-use development. Including: film space on 56 acres, bringing 1500 new jobs to the City. The development would be divided into multiple phases sections:

Phase I Environmental remediation. Regulatory approvals and Adaptive reuse. Utilities, Streets, Parks & Recreation facilities.

Phase II. Start construction of sound stages and supporting Visitor facilities on 25 acres.

Phase III Would see the creation of Wellness, and Residential facilities, including retail and office space on 26 acres.

Phase IV. Would see a student film campus with Student housing, food, and retail, along with potential meeting/conference space and extended-stay lodging.

KHJR Real-estate Planning + Advisory Services

- Mare Island Film Studios – MGM
- Wine Production Warehousing Facility
- Commercial Wellness Build to suites (UC Davis)
- 20 Ac. Mixed-use Residential
- 12 Ac. Parks, Recreation, board walk and Public Spaces
- 100,000 sf Marine services Office Warehouse District
- Visitor Retail and Entertainment District.
- Student Resident Housing.



EL PASO COMMUNITY COLLEGE

Rio Grande Campus Master Plan , El Paso

Located in downtown El Paso, this urban campus has grown sporadically through the acquisition of historic homes and buildings and old structures that have had to be demolished to satisfy the campus needs. Perspectiva was commissioned this master plan to create a campus environment, identify new parking structure growth and consolidation of this campus. In a bold approach the plan includes the closure of El Paso and Rio Grande streets except for the trolley buses and emergency vehicles so they may become the spine and soul of this campus. The strategic location of the parking structures will alleviate the traffic problems and the existing student invasion of the Sunset Heights Historic District as they look for parking. The scale and architecture for this project will be compatible with the historic structures and neighborhoods that surround this campus.

PROJECT: Rio Grande Campus Master Plan

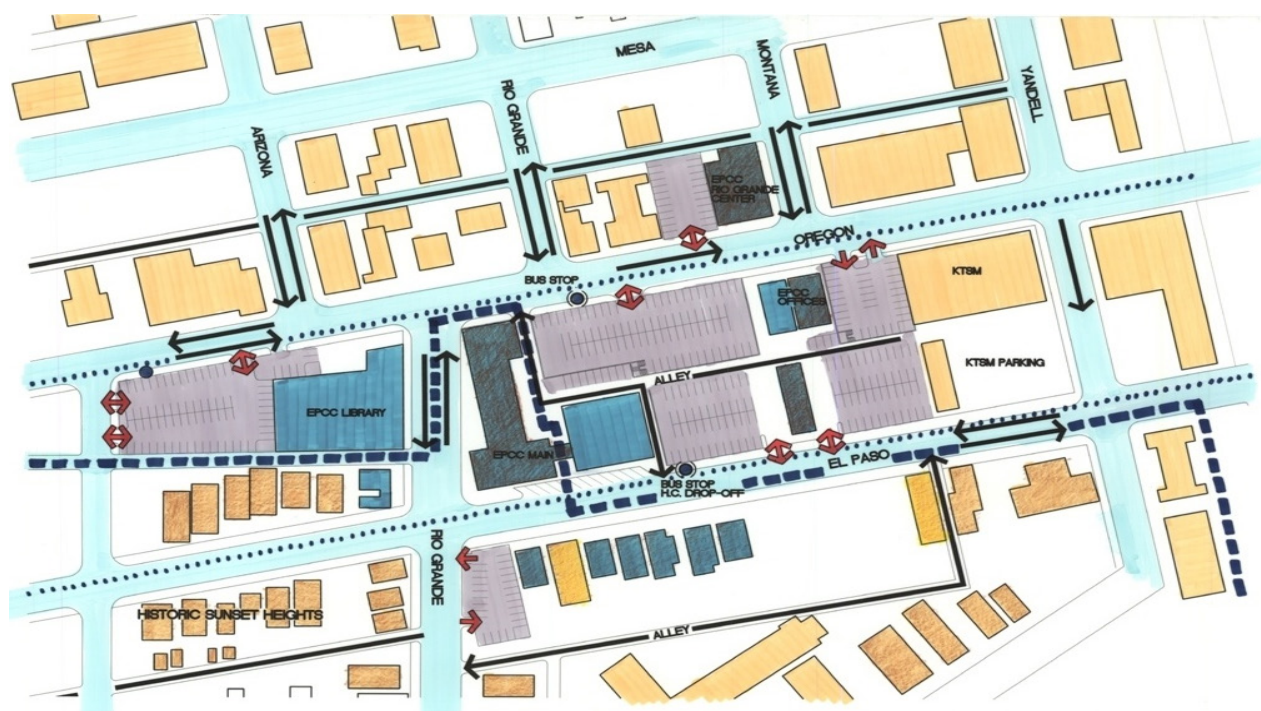
CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$4.6M

SIZE: 200,000 SF

COMPLETION DATE: 1998



EL PASO COMMUNITY COLLEGE

Mission del Paso Master Plan , El Paso

To meet growing enrollment demands and provide accessible education to the swiftly growing Eastside of El Paso, the Community College built this facility in the Lower Valley. Located on 100 acres site, this project will be realized in phases. Perspectiva provided the initial studies and master plan for the site and designed Phase One, which calls for a 54,000-sq. ft. main building. Perspectiva provided architectural services to support site and infrastructure development and deliver a design that anticipates the growth of the area and the campus. This first phase includes science labs, a distant learning center, general classrooms, cafeteria, administration, library and EMS labs.

PROJECT: Mission del Paso Campus Master Plan

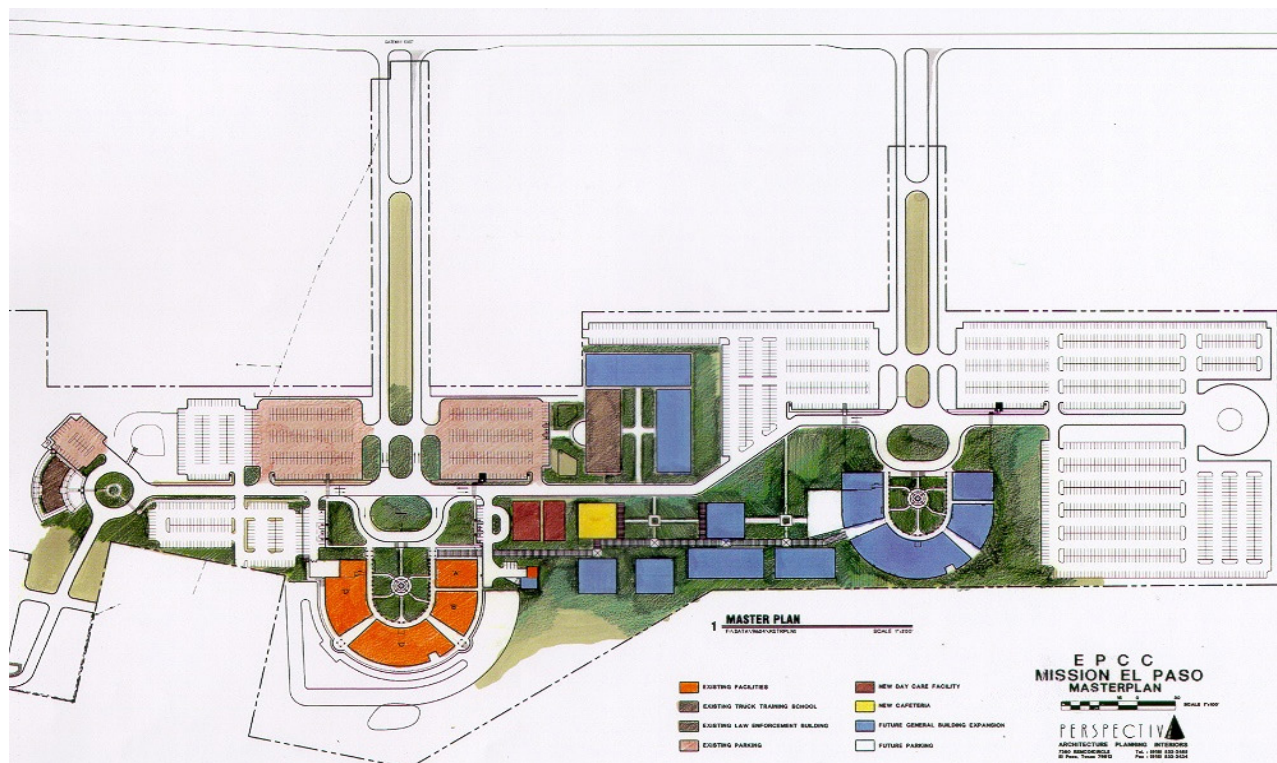
CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$7.3 Million

SIZE: 63,090 SF

COMPLETION DATE: 1998



EL PASO COMMUNITY COLLEGE

Northwest Campus Master Plan , El Paso

Perspectiva was commissioned to address from utilities and infrastructure capacity to drainage and the Flood Plain and services for an area that is in the outskirts of the City of El Paso but in the middle of poor neighboring towns such as Clint and Anthony. Located in the fastest growing area of El Paso, the Master Plan is geared toward providing a sense of place for students, promoting community participation, and partnering and sharing of facilities with Canutillo Independent School District, City of El Paso, and the Northwest Industrial Park. The existing arroyo acts as the axis of the Plan and the building orientation provides the environmentally sensitive design that minimizes earthwork, takes advantage of the desert landscape, the arroyo and its vistas to enhance the student activities. Once the plan is fully developed, a 175,000 square feet building, plus the athletic facilities, will provide the community with state-of-the-art services.

PROJECT: Northwest Campus Master Plan

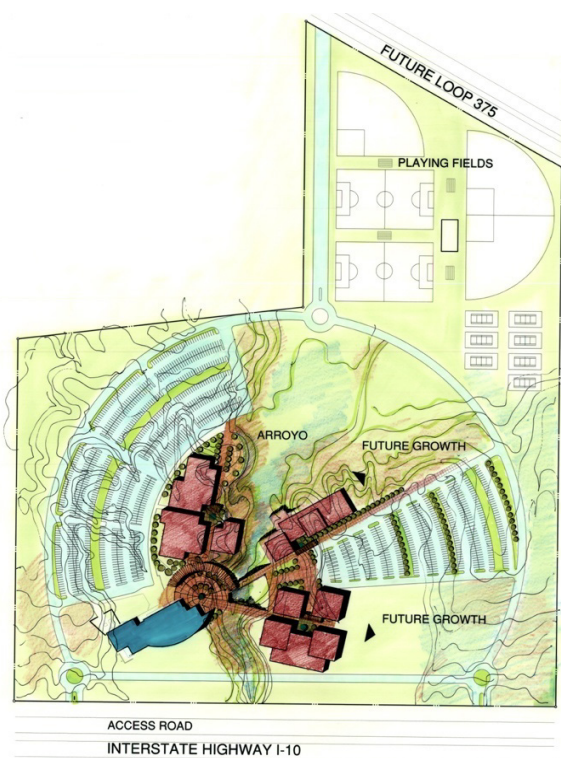
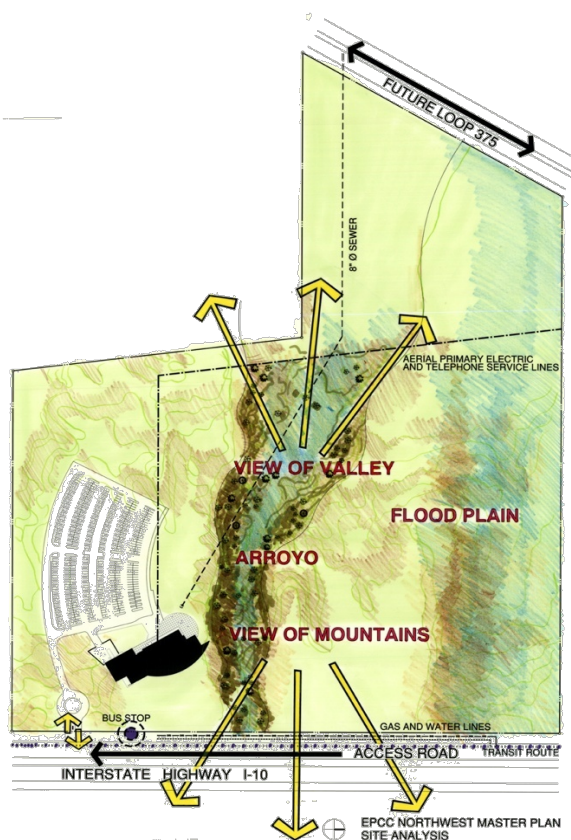
CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$4.6 Million

SIZE: 25,000 SF on 84 acres

COMPLETION DATE: 1998





Metrohealth Mixed Use, Cleveland

- Three buildings
- \$60M development via public-private partnership
- 250 affordable apartments, 36,000 sf retail
- Funding Cleveland Housing Trust Fund
- Tax credits, Fair Housing Act
- Restaurants, childcare, community space
- Economic Development Center



Cleveland Clinic Mixed Use

- Partnership between the City of Cleveland, Cleveland Clinic, Meijer, and a private developer
- Part of the \$500-million Cleveland Innovation District project
- Mixed-use Fairfax Market composed of a small-format Meijer grocery store (40,000 SF) and an apartment complex
- 196 multi-family apartments with a parking garage and walkable access to the Cleveland Clinic



Johns Hopkins Medical Campus

- 5.5 acres mixed-use
- 194-room, 15-story Residence Inn
- 49 townhomes
- 165,000 SF Johns Hopkins fast-forward incubator, laboratories, and office space



Rockwood Exchange, Cincinnati

- Mixed-use anchored by a 260,000 SF medical office building on a 12-acre site
- 137-room Courtyard by Marriott and 118-room Residence Inn
- Multi-family units, retail
- Two parking garages

EL PASO COMMUNITY COLLEGE

Northwest Campus Master Plan , El Paso

The town center is the first phase of Village One in the new Santa Teresa Development located in Santa Teresa, New Mexico. The town center will contain retail, restaurant, office, and community functions for the new development. These facilities, which will house amenities and services for the residents of the village, will be located around a central plaza which will be the heart of the development. The town center concept is derived from colonial Mexican villages where the town center served as a gathering place and center for the community. The relationship between the exterior and the interior of the buildings is very important in the town center. Buildings around the main plaza will have covered arcades at the street level that will serve as an extension of the sidewalk and the public right of way. On street angle and parallel parking will be provided for the convenience of patrons along with off street parking in lots located behind the buildings surrounding the main plaza. Improvements include the following: A 15,000 square foot single story Community Center and Plaza; A 10,800 square foot single story office building; A 40,000 square foot retail building with a grocery store on the ground level and apartments on the second floor; A 26,000 square foot retail building with retail shell space on the ground floor and apartments on the second floor; The main town center plaza; Streetscape Improvements

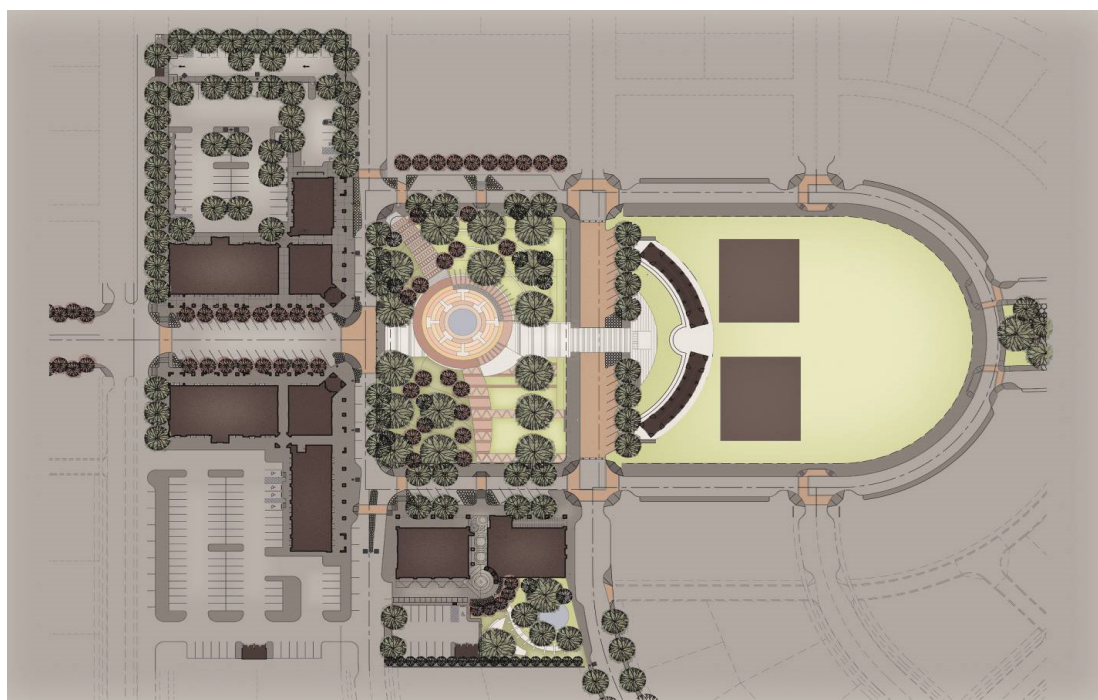
PROJECT: Santa Teresa Village Town Center

CLIENT: Verde Realty

LOCATION: Santa Teresa, New Mexico

BUDGET: \$12 Million

DESIGN START DATE: January 2006





CRITERIA 4

REFERENCES

*(provide at least three relevant references)-
References may be contacted*

REFERENCES



Theo Melancon

Dickinson City Manager
tmelancon@dickinsontexas.gov
(281) 337-2489

Courtland Holman, BSME, PCED

Executive Director of the City of Dickinson
Email: kleemayeager@comcast.net
Phone: 936-776-0195

Justin Ray

Jersey Village Mayor
justin@dacomaventures.com
+1 713-594-5549



"We retained KHJR to develop a master plan for the City's new medical district and town center. KHJR developed an exciting and unique master planned community that promotes an overall theme of wellness to all that will Live, Work and Play in the new community. KHJR's vision is so revolutionary, that I have no doubt that once complete, the City of Lancaster will set the standard for all future planned communities across the nation."

Jason Caudle

City Manager, Lancaster CA



"We are incredibly pleased with our partnership with The KHJR Collaborate Team . They provided their real-estate planning and underwriting expertise on our Caton Ohio Campus Transformation project that we redeveloped in partnership with the city of Cleveland Ohio. The master planning and development of our campus master plan played a pivotal role in our system's transformation strategy. KHJR has proven to be a flexible and trusted partner supporting our needs every step of the way".

"I would recommend KHJR to anyone in need real-estate planning and real-estate development services and look forward to working with KHJR's leadership on many more projects in the future".

Walter Jones. FAIA FACHE, MBA .

Senior Vice President Facility Planning and Development,
Metro Health System
Cleveland Ohio.

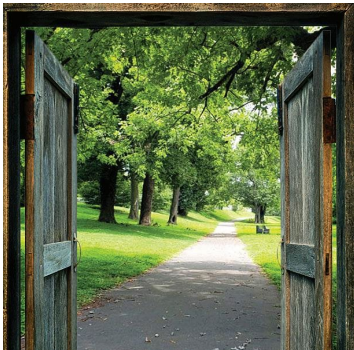


CRITERIA 5

CONTEXT-DEMONSTRATED UNDERSTANDING OF THE CITY'S UNIQUE CHALLENGES, OPPORTUNITIES, AND SUCCESS STATEMENT



Context -Demonstrate Understanding of Cities Unique Challenges, Opportunities and Success Statement.



Over the past few months beginning in Q3 of 2023 KHJR Collaborate has been conducting due diligence and exploring development opportunities for the City of La Marque Texas. In addition to our numerous site visits, property inspections, local meetings, and market research, we reviewed the 2015-2022 City of la Marque, Texas Strategic Economic and Community Development Plan, which addressed the proud history of leadership, accomplishment, and success within the la Marque community. However, as stated in the report, along with statistical information several economic and social difficulties (or challenges) exist.

The current economic strength of the County and State provides unique opportunities for economic renewal and possible dynamic growth and prosperity for the community. This renewal must begin with if an appropriate strategic plan that addresses both public and private interests beginning with the community's need for social, economic, and infrastructure improvements while positioning the city itself as a vibrant, growing, and all-around great place to live, work, and play.

In keeping with the City of La Marque and the La Marque Economic Development Corporation's open and honest review of their community's current conditions, assets, and opportunities, KHJR Collaborate has explored the current opportunities provided by the State with the City. However, along with opportunities there are always challenges that can be conquered by the development of a new and expanded "vision" supported by a more focused and actionable strategic planning effort. The strategic plan should serve as a road map to implement a bold new direction that can provide the citizens of La Marque with a healthier, safer, more enjoyable environment and promote a sustainable bright future for the City.

KHJR Collaborate also recognizes that the citizens and leadership of La Marque seek a better pathway to redeveloping existing areas into sustainable neighborhoods and that provide mixed-use development opportunities resulting in a new fiscally sound and economically sustainable growth platform for the City.

We also believe that as the national economy moves either up or down in the coming years, it will be essential for the City of La Marque to pre-position itself as a unique destination ("The Gateway to the Gulf" as your current tag line states); but more importantly it must also promote La Marque as a safe and fun place to live and raise a family or retire. To outsiders it must be seen as a growing city with new job opportunities, good schools, and plenty of activities for personal and public gain.

Demonstrated Understanding

Some of the City's unique challenges we immediately recognized that we would like to highlight include:

- The crime rate stands out as being unusually high, compared to state and national averages for similar small cities. This issue above all else must be addressed immediately and must be part of all future strategic planning initiatives since most private investment will evaluate this very important marker.
- Lack of organization leading to urban sprawl.
- The lack of a central core, or town center, where pedestrians can gather to shop and socialize.
- The lack of a "gateway" presence (a quality currently promoted by the City).
- Potential future subsidence risks when planning for growth and urbanization.
- Insufficient presence of sidewalks especially along the major streets, wayfinding, and significant enhancements to help attract visitors, future investors, and residents.
- Lack of grocery stores and retail
- An apparent lack of community engagement facilities and youth centers.
- Lack of industry and commerce drivers that will facilitate major economic improvement. Where they exist, we will research how they can be enhanced by attracting new business and industry to La Marque through a successful infrastructure and investment repositioning strategy.

Unique Challenges

KHJR Collaborate also recognizes that the city embarked on an open and honest assessment of its assets and liabilities with the desire to establish a roadmap to a stronger, more prosperous future. We also recognize that community surveys have been done in the past and community engagement initiated through a series of interviews and focus groups that culminated in planning charrettes that identified some of the city's critical issues which we have listed below, (in addition to our comments based on our own initial observations above). The following list of challenges further demonstrates our commitment to conducting due diligence and uncovering some of the unique challenges the citizens of La Marque felt the city is facing. The following is a summary of the critical issues and associated goals identified:

- Critical Issue 1: Blight Reduction
- Critical Issue 2: Quality of education in La Marque
- Critical Issue 3: Infrastructure Needs
- Critical Issue 4: Community Image
- Critical Issue 5: Economic Development
- Critical Issue 6: City's Human Resources
- Critical Issue 7: Communication
- Critical Issue 8: Youth Engagement
- Critical Issue 9: Volunteer Engagement and Development
- Critical Issue 10: Quality of Life Issues
- Critical Issue 11: New Leadership Development Efforts
- Critical Issue 12: Residential Plan
- Critical Issue 13: Resiliency.



Unique Challenges Continued

The KHJR Collaborate team is keenly familiar with the Texas Gulf Coast. We recognize that many rural Gulf Coast communities like La Marque are increasingly facing the impacts of climate change, with La Marque already having experienced and is still recovering from weather-related disasters. Any strategic plan must address strategy that can promote greater resilience, and help identifying ways to strengthen the City's built environment and businesses, provide a better quality of life for residents, and enhance local assets by soliciting impact studies to determine the effects of urbanization on the environment. For this reason, we recommend engaging Walter P. Moore, civil and environmental engineers, to prepare resilience and flood mitigation studies based on future proposed development opportunities. We hope City leadership agrees and elects to expand the study to make Walter P. Moore a part of the team.



Opportunities for Success

KHJR Collaborate recognizes that the City of LA Marque offers tremendous opportunities for commerce and new private business – including public/private economic development opportunities that will help to fuel growth. There is also the opportunity to capitalize on the City’s strategic location along with its longstanding history in sports success. Additionally, we believe the City is well positioned to transform itself into a great place to live by revitalizing and developing areas of the city that includes new mixed-use master planned neighborhoods. We will also evaluate density and zoning to promote infill and organization to counteract urban sprawl, by creating pedestrian centric neighborhoods with a focus on attracting and developing new lifestyle amenities for the people of La Marque including:

- Invest in renewed community development initiative.
- Invest in Reliable, safe utilities and infrastructure,
- Renewed focus on Quality of life issues (IE; Start with The five social determinants of healthy living)
- Good schools,
- Excellent healthcare
- Access to fresh groceries ,shopping and entertainment.
- Diversity in Educational Choices.
- Attracting new businesses and well as promoting existing local business development.
- Promoting outdoor amenities and improving the public realm appearance.
- Demonstrating that La Marque is the gateway to the gulf.
- Reimagining La Marque as a city with a commercially viable walkable – town center strategically located to attract new commerce and serve as a destination location.
- Promote the city’s Geographic location and reimagine what La Marque Outdoors can become.
- Reinvigorate La Marques Amazing Sports legacy and potentially Promote the city as sports and Outdoors place to live work and play.

We believe the City of La Marque can also benefit from a new more effective transportation system with a focus on improving streets and sidewalks, while upgrading the City’s wayfinding, lighting, landscaping, and public gathering areas.

Most of all economic success will be tied to a successful “Growth Plan” that can promote diversity, economic sustainability and focus on both supporting the current base of local small and minority-owned businesses as well as attract new national investment opportunities that can bring high-paying jobs and attract new public-private commerce opportunities that collectively increase the cities tax revenues, allowing for further investment in the growth and revitalization of the city’s public realm, and supporting the revitalization existing neighborhoods. The plan will also promote the creation of new higher density mixed use developments that support the pedestrian centric based town center that generates “a new La Marque lifestyle experience” supported by the legacy of its past.



Success Statement

KHJR Collaborate Team believes that leveraging a “smart growth” approach when creating a strategic Vision for the city of La Marque will set the stage for a more productive and inclusive community engagement process that can help the community achieve their goals for growth and development while maintaining the distinctly rural character of the City of La Marque.

The issues experienced by la Marque in many ways mirror many small towns and rural communities even when factoring in the uniqueness of La Marques geographic location and culture. However, La Marque can continue to promote and capitalize on its potential for becoming a fast-growing rural area by reinventing itself through demonstrating a commitment to redevelopment such as promoting and or creating new job, housing, and lifestyle opportunities, as well as improving the look and feel of the city’s public realm and messaging strategy. In addition, la Marque has an amazing opportunity to reinvent itself as a sports and outdoors destination place. It will also provide a great place to live, work, and play while raising a family.



Factors for Success

Through our work (should we be selected) in partnership with the community at large and city leadership we will identify several “Smart Growth” strategies to develop the final Vision with.

- Focusing on Planning where revitalization is needed and new development should or should not go in order to help encourage smart economically sustainable growth and promote new business development that can thrive including a focus on “lifestyle” and a walkable won center and Main street for families to live close to their daily destinations and serve as a destination place for visitors to experience the cities unique history and great location for sports and outdoor activities.
- Our outreach and strategic planning process will encourage the development of future policies that support walking, biking, and public – private transit opportunities that can serve to help reduce air pollution from vehicles while saving people money and promoting a new industry with high paying jobs.
- We will help city leaders identify policies that protect the rural landscape can help preserve open spaces, protect air and water quality, provide and enhance places for sports and recreation, create tourist attractions that bring investments into the local economy. And Promote Public – Private investment in Sports – Education in the Human Performance industry that can result in an game changing new industry for the city of La Marque as well as uniquely position the city as the Sports and outdoor Collegiate sports training center in Texas and possibly across the nation. *(Refer to KHJR Collaborates NFL Hall of Fame Master Plan in Canton Ohio)*
- KHJR Collaborate will take a comprehensive approach to planning and potentially helping bring private and public investment for growth intended to support a cohesive, community-centered framework for helping to meet current and evolving social economic needs for the citizens of La Marque. We will explore zoning codes, local economic development, climate resilience planning, and community engagement strategies that are key elements in helping us form the foundation of sustainable and equitable growth and a revitalization strategy that is actionable and attractive to investors. Our goal is to become your trusted partner in helping enact La Marques Vision 2050 strategic plan, which we will help identify, develop, and attract future investment.



CRITERIA 6

COMMUNITY ENGAGEMENT APPROACH





KHJR Collaborate Real Estate Advisors

Community Engagement

The best planning processes include community leaders, landowners, citizens, and stakeholders. What often differentiates successful communities from their neighbors is their willingness to come face-to-face with competing interests and make informed, strategic choices to guide their future. The challenge is finding an appropriate balance between technical information, community values, and public sentiment.

Today's planning participants expect and deserve a forum where information can be easily exchanged but, most importantly, a forum where information is gathered—from them.

The KHJR Collaborate Real-estate Advisory and Strategic Planning Team is known for our experience and diversity. We are expert with engagement strategies, listening skills, and techniques that place an emphasis on increasing the volume and variety of participation. In each engagement, we carefully create equitable access to the community planning process and develop effective methods of gathering information. The thoughtful execution of our community engagement strategies provides an ease of understanding and confidence in engagement results by local decision-makers.

We have a proven Strategy for engaging your community.

Community empowerment and informed decision-making doesn't just happen by accident.

The competition for time requires a diverse approach when considering how best to connect with stakeholders. In addition to representative forms of engagement such as project committees, Our Strategic Planning Team employs a variety of effective in-person techniques including small group meetings, workshops, charrettes, and project symposia as methods where the tangible exchange of ideas occur. However, the ever-increasing demands for participant time also require us to be experts **in social media, online surveys, and virtual online engagement techniques.**

Our proven approach to community engagement has led to local adoption by city leaders that continues well into future master planning and economic development efforts.

Successful community engagement and Visioning is both imaginative and implementation focused. It is a unique “Collaborative Process” that engages community leaders, landowners, stakeholders and citizens to make informed choices.

By capturing the big picture and details that matter, the Visioning process includes developing an understanding of the interrelationship between land use, transportation, economic development, public improvements, and policy.

The KHJR Collaborate Real estate Advisory and Planning Team of professionals help guild the discovery and communication process – providing a comprehensive framework that uses community feedback coupled with data and experience to help leadership evaluate and ultimately collectively craft and communicate an actionable vision for the city of la Marque. Our process typically centers around three (3) basic tenets:

I. Community Engagement : Community outreach and stakeholder engagement are vital to understanding existing conditions and establishing a collective vision. Empowering residents, business owners, stakeholders, staff, and elected officials creates a lasting imprint on the community.

II. Informed Decision-Making : Planning transcends visioning and design. Communicating relevant information to stakeholders allows informed decisions to guide a plan’s development and resulting actions. Deliverables designed for all people—not just technical experts—show how informed input led to priority strategies and initiatives

III. Implementation : The final vision statement should focus on sustainable _ Actionable improvements tailored to la Marques Unique opportunities. The vision must recognize short- and long-term objectives and help guide leadership on how to turn plans into action and serves as what we refer to as “your North Arrow” - providing clear direction on future planning efforts including “what to do next”.



OUR APPROACH

Success Opportunities

Successful Economic Development efforts require agile planning and A comprehensive approach to implementing solutions that make communities more attractive to live their best lives, work and thrive.

KHJR Collaborate Real-estate Advisors together with its planning and outreach partners helps local government leaders to successfully address the challenges in building resilient communities and helps capitalize on each community unique opportunities for growth. Our diverse team of highly experienced professionals will help the leaders of the city of La Marque cultivate holistic solutions for short- and long-term economic development activities, from public incentives to strategic planning.

Strategic Planning

Strategic economic development first focuses on generating a market understanding, then, through planning and community stakeholder input, leads to policies, strategies and projects to further influence the market.

Our team of strategic partners are made up of a wide range of Real-estate, Planning and Economic development and community engagement professionals who will work with the leadership of La Marque to determine community needs, goals and opportunities, in order to help you create positive change and advance local and regional economic recovery and growth.

Our Team will help the City of La Marque with:

- Local and regional economic development strategic planning
- Policy positioning and development.
- Revitalization strategies
- Retail and small business support strategies
- Public-private partnership (P3) strategies, targeting economic and real estate development partners.
- Stakeholder education and engagement
- Project facilitation, implementation and evaluation
- Strategic funding planning and implementation

OUR SOLUTIONS

As stated above, Economic development is a “team sport”. It requires the engagement of multiple stakeholders to execute a successful project or develop a long-term strategic vision for growth. As an independent advisor, KHJR Real-estate Advisors provides unbiased and transparent guidance that community leaders can use to make informed decisions and offers the opportunity to “tell your story” to various audiences, from constituents to potential development partners.

OUR MISSION

To help the city of La Marque achieve success with future social and economic development projects and other community-wide goals that are deemed to be sustainable and appropriate for the city of La Marque, providing you a strategic plan that will serve as your road map which will guide you through future master planning and development decisions that will need to be made in order to take the actions necessary to improve the economic state of your city and health and wellbeing of the your community.

KHJR Collaborate Real estate Advisors together with our Strategic Partners understand the complex strategic Challenges that community leaders face when validating their vision and economic plans. We have experience but more importantly our team is passionate about working with the city of La Marque leaders in helping you address your communities’ issues and achieve your strategic plan goals.

We will help you achieve your stated objectives through Analysis, strategy, and planning.

Deliverables will include:

- Economic development strategic plan
- Market studies
- Economic impact analysis
- Industry analysis
- Community and economic data analysis
- Housing strategies

We will also evaluate financing strategy options that can support your current or future “Vision” along with future project implementation underwriting and business strategy needs including but not limited to:

- Real estate P3 (public-private partnership) advisory
- Alternative financing strategies
- Local incentives strategy
- Development analysis
- Economic development bonds
- New Market Tax credits and opportunity zone strategies
- State and federal grant strategies



We will Provide Program management experience and advisory services to support decisions having to do with:

- TIF administration strategies
- TIF projections and cash flow analysis support
- Construction cost analysis
- Property tax abatement
- Grant administration
- Bond post-issuance services
- Economic development performance tracking
- Community Visioning process includes outreach, public communications management and engagement support.

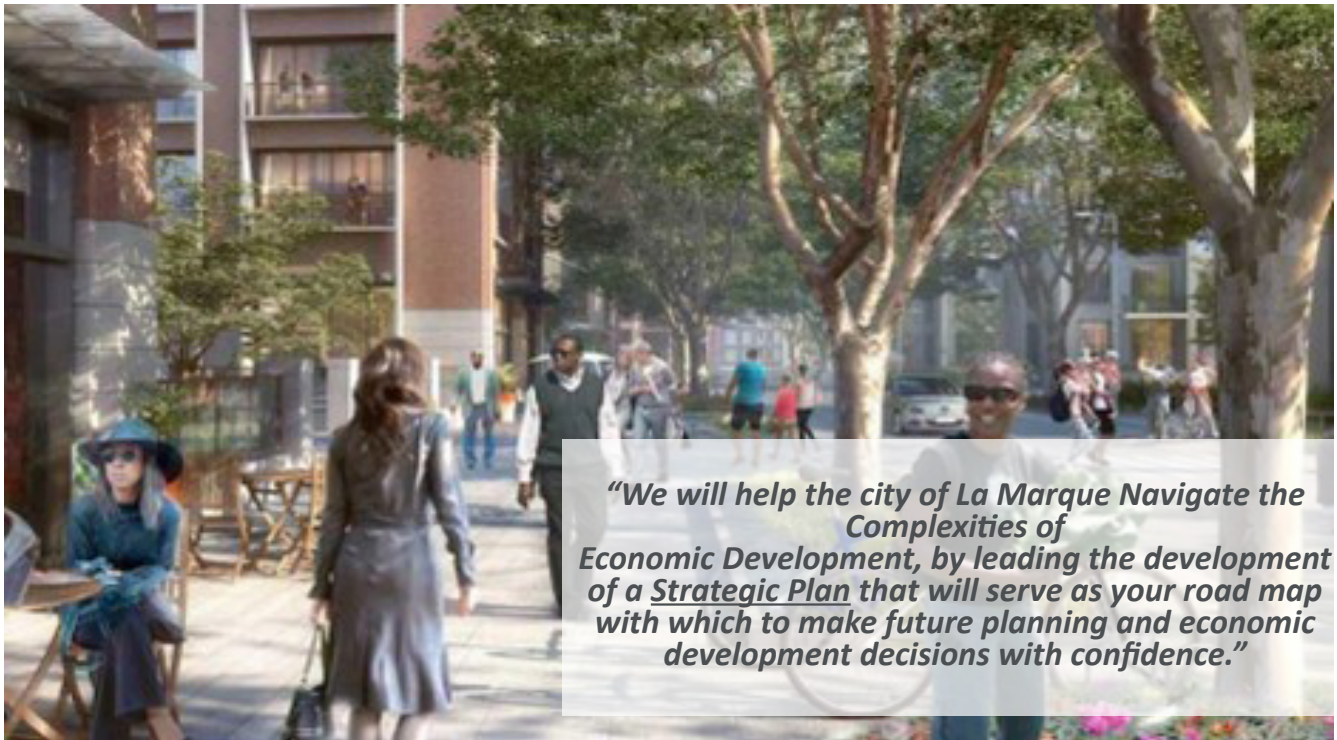
Our Goal is to Address the City of La Marque's stated needs in preparing a comprehensive "Strategic Plan" including:

- Facilitate the creation of the vision statement you seek for the City of La Marque for 2050 based on the analysis of the community visioning process.
- Develop a clear set of goals, action steps and policy statements that define the priorities and vision articulated by citizens and clarify how these goals will be achieved.
- Recommend ways in which the City can be structured to best fulfill the goals and action steps to operate effectively and efficiently to maximize citizen services and sustain these services at a high level.
- Draft a final plan document for review and presentation of the plan to the broader community. Participate in the review and refinement of this document.
- Facilitate the development of performance metrics key indicators and outcomes that can serve as a basis for performance measures for the organization.
- Produce a workable planning document that has broad citizen support, clearly outlines the community vision, and identifies clear policies, goals, and action steps necessary to achieve the community's vision.
- Facilitate the development of a process to keep Boards and Commissions involved and engaged in identifying potential strategic initiatives that support goals and tasks, including use of City Council and Board and Commission meetings to handle strategic discussions, feedback loops, newsletters, and regularly scheduled reviews and reports.
- Facilitate the development of a process that keeps City employees involved and engaged in implementing strategic initiatives that support goals and tasks, including focus groups, departmental plans, annual work plans, feedback loops, newsletters, regularly scheduled reviews and reports.
- Provide regular progress reporting and closely coordinate planning services schedule with the City and its designated project management personnel. Our Program manager will serve as the primary point of contact to the City for the duration of the project and shall attend regular project status and management meetings.
- Provide monthly progress reporting and forecasting of future phases of the assignment as they are released.

Your Future Is Important to us.

When you choose the KHJR Collaborate Team you don't choose talent, experience, and passion, you are choosing an organization that can stick with you over the long run - helping to develop your future master plans as and including bring real world public-private real-estate development and investment opportunities in your community. We stand behind the vision we help you create and are prepared to partner with the city of La Marque on appropriate mixed-use real-estate opportunities that are sustainable, foster economic development and are aligned with your community's needs.

The KHJR Collaborate Team grasps the complex community issues La Marque is faces with today and has invested months in learning and exploring those issues with community leaders and in union with your EDC. Based on our unique understanding of your community and its current development patterns and context we are offering a tailored Strategic planning solution that we believe will meet your stated needs and objectives in the most efficient and cost effective way possible, and will help you Identify your vision and reach critical decisions on how to proceed with future planning and community development issues. We are offering the city of La Marque a highly experienced, divers and versatile Team of professionals including, Economics, civil, transportation, and; planners; architects; and environmental and communication professionals . We have partnered with small to medium sized towns and cities and municipalities across Texas and the country helping them ID their vision and crafting growth strategies that lead to development initiatives that balance economic, environmental, and social values. The KHJR Collaborate Team is focused on your success, and you can look confidently to the future, knowing "we've got your back".





DAYBREAK URBAN VILLAGE RESIDENTIAL
Jordan, UT | Larry H. Miller | 2

CRITERIA 7

STAFF ALLOCATIONS AND LEVEL OF EFFORT

Collaborate Development

La Marque Strategic Plan

Initial Phase (Phase 1)

22-Feb-24

Scope: Assess current MP and info, develop opinion and recommendations for needs & RFI

staff	program mgr/planner	Comm Dir	Architect/ planner	designer	CAD	Admin	subtotal hrs	subtotal % of time	task notes/description:
Branding									
Research		8					8		
Audit Comparable Communities		8					8		
Concept & Theme Development (3 levels)		8					8		Three stages, Preliminary, Intermediate, & final
Logo Development (3 levels)		8					8	24%	Three stages, Preliminary, Intermediate, & final
Video Development		8					8		
Presentation deck development		12					12		
Meetings		16					16		6 meetings @ 4H/meeting
Revisions		8					8		
							0		
							0		
Planning - Research									
Code/Zoning			4				4		current
Land Use			4				4		current
Density			4				4		
Transportation			4				4		
Demographics			4				4		age, ethnicity, education, income, religion, etc....
Market Research	24		4				28	27%	existing; potential needs
Environmental Research			4				4		Flood plain, superfund(corps of engineers), wetlands,
Documentation			4			12	16		documentation of current conditions
Graphics			4		12		16		graphics for documentation
							0		
							0		

Collaborate Development

La Marque Strategic Plan

Initial Phase (Phase 1)

22-Feb-24

Scope: Assess current MP and info, develop opinion and recommendations for needs & RFI

staff	program mgr/planner	Comm Dir	Architect/ planner	designer	CAD	Admin	subtotal hrs	subtotal % of time	task notes/description:
Planning - Analysis & Recommendations									
general data analysis	8						8		
Code /Zoning			8				8		recommendations
Land Use			4				4		recommendations
Density			4				4		recommendations
Transportation			4				4		recommendations for improvements
Environmental	8		4				12	36%	
Consultant coordination	8		4				12		planning coordination
Narrative drafts	8		8			4	20		
Narrative final	2		2			5	9		
meetings	24		8				32		6 meetings, documentation
							0		
							0		
Final Deliverables									
Economic Development	8						8		
Communications		4					4		vision/mission
Appendix			4		8	4	16	14%	data & supporting documentation
5-year MP Outline	8		4			4	16		Request of Interest (RFI) documents
							0		
							0		
							0		
							0		
TOTAL	98	80	90	0	20	29	317		
percent of time/staff	31%	25%	28%	0%	6%	9%			

Houly Rates:

Program Manager/Planner	\$	150
Communication Director	\$	85
Architect/Planner	\$	150
Designer	\$	120
CAD	\$	85
Administration	\$	65

CITY OF LA MARQUE



PROFESSIONAL PLANNING SERVICES VISION 2050 STRATEGIC PLAN



REQUEST FOR PROPOSAL
RESPONSE
February 23, 2024
to



Date : February 23, 2024
To: Kierra Nance
Address: 1111 Bayou Road, La Marque, Texas, 77568
Re: Request for Proposal (RFP) for Professional Planning Services No. 24-01

Thank you for the opportunity to present qualifications and proposal for the Collaborate Team. Besides KHJR Collaborate, our Team includes Collaborate Brandscape, Hawes Hill and Associates, Walter P Moore Engineers, Concord Group Economics, and The Guess Group. The Collaborate Team has successfully completed several Strategic Planning assignments leading master planning projects for a group of clientele including cities, counties, and higher education campus institution to name a few. Our presence and work history in the bay area has allowed us to familiarize ourselves with and look forward to and opportunity to discuss our proposal and approach with city leadership area. We believe that you find this Team uniquely qualified to perform the Strategic Plan for the development of a Master Plan for the City of La Marque.

As part of this document, we have included:

- Land Use Pattern assessment
- Streets & Public Spaces assessment
- Frontages assessment
- Buildings assessment
- Demographic data assessment
- Social – economic data assessment
- Community needs assessment.
- City leadership assessment.

To successfully undertake projects of this type, the Team must have personnel with extensive experience in Urban, Master Planning and Economic Development that focus specifically to your leaderships and community goals and objectives. Our team is committed to the successful development of a comprehensive on strategic plan from inception through completion including the initial community approach and engagement effort which will be led by Chris Kay and Tony Principal with over 70 years of experience.

KHJR Collaborate and our proposed team of experts is confident that our combined experience and dedication to your communities will be very effective in developing a high-quality strategic Road Map, leading to an eventual comprehensive master plan. Again, we appreciate the opportunity to present our credentials and look forward to the opportunity of working with you.

Sincerely,

A handwritten signature in cursive script that reads 'Chris Kay'.

Chris Kay AICP IAIA
Principal
E:ckay@collaborateteam.com
P: 414.702.5411

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

Collaborate Arch, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Collaborate Arch, LLC

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

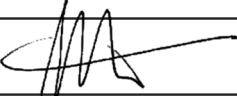
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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 of vendor doing business with the governmental entity

02/23/2024

Date



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Context- Demonstrated understanding of the City's unique challenges, opportunities, and success statement	Page 42
Community Engagement Approach	Page 48
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About Us

KHJR/Collaborate Team is a planning and design-oriented firm based in Houston, Texas, with offices located in Austin, San Antonio, and Dallas. KHJR/Collaborate's experience encompasses a wide range of planning project scopes — P3-City- Municipal State, commercial, residential, industrial, education and institutional programs of various sizes and budgets. The commitment to clear and open communication, careful management of resources, and the emphasis on collaboration through every phase of the project is common to our Team's work on each project.

Collaborate team is a certified minority owned professional firm formed in 2011 by Martin Needle, AIA and Saul Valentin as a response to a client request for a more communicative- diverse and collaborative effort for public and Private planning and development design services. Collaborate has since grown, serving clients throughout Texas and South West US. With each project, we strive to demonstrate that innovative, economically of professionals creative and elegant design is achievable through the collaboration of our project team.

Our staff of professionals, technical and support personnel are committed to design excellence and quality finished projects that meet the scope of work proposed. Our commitment to technical excellence in each project results in our ability to help our clients manage diverse, and often complex, work scopes and design challenges.

We customize our services to satisfy the demands of The City La Marque's. Collaborate's services range from the planning stage studies to the full spectrum of economic development and design and construction administration services. Through our commitment to end-user and client input, our team is able to design spaces that functionally and aesthetically fit our clients' needs.

The combined experience of the KHJR/Collaborate staff and completion of hundreds of projects over the years has allowed Collaborate Architects to develop a character of dedication, quality performance and innovation. Due to our successful completion of projects, we are commonly awarded repeat work by clients.

Collaborate is certified as an Historically Underutilized Business (HUB) With the State of Texas.

Working Relationships

- La Porte ISD Campus Master Plan
- Port Arthur Strategic Plan
- City of El Paso Master Plan
- Texas Department of Transportation Infrastructure Plan
- City of Houston- LBJ Master Plan
- Lone Star College System Campus Master Plan
- City of Lancaster Strategy Plan
- East Village Master Plan
- City of Dickinson Tx, Strategic Bayou Village Mixed Use district Master Plan
- Oregon Street Mall Mixed use Master Plan- El Paso, Texas
- Union Plaza Street Redevelopment Planning Civic Core, El Paso Tx
- Downtown El Paso Business district Master Plan, El Paso TX

Our Services

- Architectural Services
- Design Master Planning
- Pre-Bond Services
- Site Planning and Acquisition
- Traffic Planning
- Value Engineering
- Contract Estimating and Bidding



KHJR Collaborate Experience

Planning

Crafting Future Communities: Merging Vision, Strategy, and Technology in a Comprehensive Master Plan

Planning Services Include:

- Comprehensive planning
- Master Planning
- Operational Planning
- Capital Investment Planning
- Facilities Programming
- Policy analysis
- Consolidated plan updates
- GIS analysis
- Small area plans
- Mixed use Lifestyle plans
- Form-based codes
- CRA plans
- Historical preservation plans
- Code rewrites/updates
- Transit development plans
- Vision plans
- Sustainable planning

Strategic Planning and Consulting

Our team works closely with stakeholders and key decision-makers in helping them identify the most appropriate direction to achieve their organizational goals. We specialize in the intersection of long-range planning and economics. We provide a variety of customized planning services and market studies for public and private clients across the country. Our approach focuses on building consensus, creating lasting partnerships, and developing recommendations that can be successfully implemented to achieve community goals. Our planning services can be combined with a market analysis and smart city technologies to achieve an even greater understanding of the factors that affect the long-range growth trajectory of an area.

Future Orchestration

We challenge the normal and re-define the status-quo to create equitable elevated communities that inspire growth and define their future.

Project Deployment

Identify and implement the most viable solutions to meet the varying demands of a vibrant community.

Project Financing

Assessment of project financing feasibility and underwriting capital investments for mixed-use urban and rural real estate development projects.





Date : February 23, 2024
To: Kierra Nance
Address: 1111 Bayou Road, La Marque, Texas, 77568
Re: Request for Proposal (RFP) for Professional Planning Services No. 24-01

Dear Mr. Kierra
Collaborate is pleased to submit our initial fee for service on the above referenced assignment.

Scope of Work:

Basic market research and area due diligence, and community outreach are necessary for the development of 2050 Vision strategic plan for city of La Marque – including utilizing available exiting market data provided by the city.

Our proposal is comprised of:

- Project work program and schedule
- Project organization and Management (resumes)
- Qualifications and experience
- References
- Demonstrated understanding of cities unique challenges
- Community engagement approach
- Staff allocation and staffing levels

The proposed fee is based on the owner providing the following:

- Development covenants and restrictions, if there are any.
- Available demographic market information for the city including studies.

Proposed Fee:

Collaborate proposes to provide the services described above in the scope of work for a lump sum fee of **Forty Thousand Five Hundred and Sixty Dollars (\$40,560).**

Terms.

We propose that fees be paid monthly for work performed. Fees will be paid within 30 days from receipt of invoice.

Schedule:

Collaborate is available to start the work immediately upon approval of the fee and receipt of the owner provided information. A project schedule is attached as part of this package and will be reviewed with the owner prior to commencement of the work.

Exclusions, Reimbursable Expenses, and Additional Services:

The proposed fee does not include the following services:

- Geotechnical services
- Civil Engineering
- Traffic studies
- Architectural design services
- MEP Engineering
- Structural Engineering
- Re-platting or Platting services
- Surveying Services
- Services of Environmental Consultants.
- Services related to obtaining LEED certification.
- Fundamental or Enhanced Commissioning Services
- Cost estimates
- Design of Streets, turning lanes, and work in the Public Right of Way or within the development.

We proposed that reimbursable expenses be paid at cost with a 15% markup. Proposed reimbursable expenses will include the following:

- Courier services, shipping and delivery charges
- Reproductions Printing of plans and specifications for owner review, submission for permitting/approvals, and review by the development association. Printing for construction will be by the contractor.
- Fees for review of drawings by government agencies and/or the authority having jurisdiction required for permitting or any approvals associated with the project.
- Management of 3rd party consultants.

I hope this proposal meets with your approval as we are eager to commence work on your project. Please contact me if you have any questions or comments. We look forward to working with you. Your signature below indicates approval of this proposal and serves as a notice to proceed with the work. Thank you.

Yours truly,



Martin Needle AIA
Founding Principal; Collaborate Arch LLC.



KHJR Collaborate concept images of walkable mid density community with Elevated slabs for resilience

CRITERIA 1

PROJECT WORK PROGRAM AND SCHEDULE





The KHJR Collaborate Team, crafts meaningful experiences grounded in a deep understanding of culture, time, and place.

We have learned from experience to leave nothing to chance. Our team of experienced professionals strive to AFFECT POSITIVE CHANGE. That fosters social equity and results in economic prosperity. KHJR Collaborate Team's philosophy is that great cities and places are Carefully planned and designed, not left to chance. We appreciate the uniqueness of each community that entrusts us with their vision, and strive to create positive change, no matter how small.

WORK PROGRAM

We are pleased to present City of La Marque with our work program. This program will be enacted and lead by a KHJR Collaborate team of experienced professionals with an many years of experience in planning, organizational development and community engagement. Our work plan will serve as a road map leading to the development of a Vision and strategic plan that beings to address future economic development initiatives which have the highest potential for growth and prosperity for the city of La Marque Texas, and its citizens. Our work plan and process focus on the City's mission to ID and confirm its 2050 Vision strategic plan that will be used as a road map to guide future decisions by city leadership.

ABOUT THE PLAN

The effort is estimated to being Sometime in March or April of 2024 and to take an estimated 4 to 5 months to complete the initial phase one. Final timing and completion will depend on leaderships availability and following a discovery process that we will lead in order to clearly identify city leadership's goals and objectives before engaging with community out-reach activities.

The Work plan will adhere to consider the good work that's already been done by the city council in previous strategic and master plans in order to validate the initial stated needs and objectives and confirm how those needs and objectives may have changed and or whether we should plan and strives to meet that same needs that have yet to be realized.

Our initial discover process will also help determine define the mission of the Cities previous Master plan which set core goals and objectives published in 2015.

We recognize that the city of La Marque has grown significantly since 2000 and its anticipated that growth will continue well into the future if the infrastructure and support for economic development is enacted. The city has welcomed nearly 5,000 new neighbors since its last strategic planning effort some 9 years ago. Today the city serves close to 20,000 residents and is poised to grow rapidly in the next decade.

Our work plan se will serve as a road map to meet today's needs and lay a strong foundation for the future vision of the community and city leaders. It will be our Responsibility to lead the discovery, outreach and strategic planning and visioning efforts necessary to develop the final plan (what we refer to as a "Road Map).

The plan will guide our work in core goal areas: including the following :

MAIN OBJECTIVES:

- Understanding the existing state of City Operations
- Discovery of existing state
- Facilitating community outreach and Visioning process
- ID and or validating clear goals and objectives.
- Recommending ways, the city can best fulfill the goals and define priorities envisioned by the citizens of la Marque.
- Draft a final Strategic planning document to be used as a road map to help leadership make future decisions based on a common and pre-approved direction.
- Facilitate the development of Metrics and KPIs that serve as a basis for evaluating progress and performance.
- Produce a final planning document that includes community feedback and has the support of the citizens of la Marque.
- Produce a final planning document that identifies needed policies, actions, goals, steps necessary to achieve the community's vision.
- Facilitate the development of a communication process lead presentations that keep city leaders the EDC board members and the community informed and engaged.
- Facilitate discussions round strategic decisions having to do with 2050 vision process including attending meetings and providing information that can be used in newsletters , and reports.
- Facilitate a process that keeps city employees informed and engaged in implementing strategic initiatives – including focus groups departmental key stakeholder meetings and in interviews etc.
- Assist in the selection of additional professional services the city may need to secure data, technologies, or services necessary to finalize the Visioning and strategic planning process at a level TBD and documented during the kickoff – Discovery phaser.

Effective and efficient organization, community and civic engagement, livable and safe community, economic development, and long-term planning.

This approach keeps us transparent and holds us accountable to focusing resources on strategies that best serve the needs and aspirations of our community. In the coming years we will need support and partnership from all across our community to further St. Helens' continued livability, smart growth and prosperity. Every six months, during City Council Work Sessions, these action plans are reviewed and updated between department managers and the City Council to ensure that everyone is staying on track. New projects may be added by the City Council at any time and the intention of this Strategic Work Plan is to create a living document that guides daily work.

WORK PROGRAM GOALS - TACTICS - PROJECTS

The work program is outlined with our "main objectives", above. We will identify more specific tactics, by department and sector during the discovery phase of our planning process which will lead to a more comprehensive estimated budget of costs that may be needed with the use of 3rd party professional services.

GETTING STARTED

Our work program starts by understanding the context of your community and the places, people, and businesses that make up what is the city of La Marque. This discovery process allows us to identify the key features that make la Marque special and identify and create authentic solutions that add lasting value and translate into a long-term Vision that can be acted on in measurable and positive ways.

Our aim is to identify a perfect balance of social and economic development that improves the everyday lives of the city of La Marque residents with projects that are functionally sustainable and provide inviting spaces to live work and thrive in.

We believe we must engage with the communities aim to Identify economic development and planning opportunities that can bring growth and prosperity to, and we strive to create healthy environments that improve people's wellbeing and delight all who live work or visit the city of La Marque .

We are Urban planners, architects, engineers' economists' real estate professionals' activists, designers, craftsmen, inventors, and entrepreneurs endowed with endless curiosity and a mindful approach to equitable-diverse urban planning and economic development principles.

KHJR Collaborate strives to identify project opportunities that are sustainable, and exquisite offering the citizens of La Marque a healthy, safe, rational and ordered environment with carefully curated public and private spaces to live a better life, have access to a greater variety and quantity of well-paying jobs, quality education opportunities, access to health and wellness and opportunities for lifestyle amenities and socialization that makes life better. KHJR Collaborate practices transparency and openness in anything we do and are of premium value, with a clear emphasis on light and truth in search of your ultimate Vision.

Our strategic planning process and approach is Inventive and Authentic and rooted in a distinct time and place with an air of grand ambition. At once intimate and worldly, and always based on communities needs coupled with local experiences and the rich history and storytelling of the City of La Marque, which curates your journey into the future. Our outreach and communication style is worldly and strives to encourage impromptu conversation and maximum citizen participation.

As a team, KHJR Collaborate, and our strategic partners have a very dynamic approach and bring a proven strategic planning and visioning process to the city of La Marques leadership. Our approach and process is inclusive and without singular authorship. Authorship of the Vision always resides with the Community and is a Team effort to Develop. The team's makeup is where all stakeholders, including the community at large and city leadership come together with our highly experienced and diverse experts from the project's inception to create the City of La Marques Vision for the future.



EXCEPTIONAL OUTREACH AND STRATEGIC PLANNING PROCESS BUILT ON TRUST AND TRANSPARENCY.

We strive to implement a process that results in identifying and creating an exceptional Vision through honest and transparent Communication, relationship building, and strategic planning with the community and city leaders and other key collaborators. By building trust and professionalism, we can enhance the process and come up with strategic solutions that benefit everyone involved. We value promoting the best ideas and envisioning the future in measurable ways that make us and the communities we serve proud.

VISIONING PROCESS ENGAGEMENT

Our team engages with the community to understand their needs' overall goals and objectives, culture and values, business objectives, operational goals, and brand.

We work with the final overall schedule and budget that our clients are comfortable with and factor in the knowledge of external market drivers.

OUR APPROACH

Armed with an understanding of your communities and pending project goals, we craft a strategic planning approach that formulates the overall team's VISION.

INTERPRETATION

We translate the approach into actionable concepts that can be measured and assessed eventually leading to your Vision. We ensure that we have the right group of business and design professionals to engage in the project.

SOLUTIONS

We engage with the community and city leadership (our clients) to fully develop, and design strategic solutions grounded in strategic thinking and guided by budget and schedule- ensuring quality targets set forth by the team and as identified and documented during the initial discovery phase of our approach and process.

EXECUTION

We make sure what we present can be acted upon and executed in a sustainable manner. We recognize that strategic recommendations that can't be executed are not viable. Our recommendations are measurable and identify solutions in the built environment that are practical and can be acted on with a high degree of confidence that successful outcomes can be achieved. We track and assess our purpose, and progress against the strategic goals we collect and process from the community and city leadership throughout the strategic planning and visioning process.

ASSESSMENT

We track and assess our progress against your stated goals and objectives throughout the strategic planning and visioning process, emphasizing readiness for the next phase of the process IE: Master Planning, Development. Economic Evaluation, Public Private Partnership engagements, and reinforcement of your initial Vision which we will help you create.

SELECTED WORK PLAN GOAL AREAS

Below we have included 3 of 6 Primary Plan Goals. The other 3 to be reviewed and developed jointly with city leadership and community



1. Effective & Efficient Organizational Structure

This goal area reflects our first and most important responsibility. As trusted advisors and professionals, it is our responsibility to honor our agreement, maintain transparency and a great working relationship while achieving successful on time and on budget performance outcomes for our client, The City of La Marque, its citizens and their leaders. We will deliver our services keeping in mind our responsibility to Maintain the most efficient use of the public funds entrusted to this assignment. We will strive to provide effective leadership and to ensure that the city of La Marque receives the most value out of every public dollar they invest in us.

2. Work Program Objectives

Create and Maintain an Effective Organization

- Review, Update, and update Strategic Workplan during the discovery phase.
- Review and Discuss City Budget Schedule and Process requirements for assignment.
- Conduct Kick off meeting #1. Facilitate introductions with City leadership and Key stakeholders by key Dept.
- Identify point of contacts and communication protocols.
- Initiate development of project management plan PMP for review and approval by city leadership.
- Enter into a contract agreement with an approved scope of work, budget, and schedule.

Objective: Assign and manage best in class - high performance team of talented professionals.

- Lead by example. Provide hands-on management and support to all team members.
- Foster diversity and promote servant leadership and transparency.
- Build a high-performance team strong with a can-do culture.

Objective: Develop keen understanding of city of La Marque process, procedures, and professional and regulatory requirements.

- Verify necessary Media and communication procedures.(rules & req)
- Conduct legal briefing on Council requirements with respect to assignment.
- Review and Update city Council Governing Policy
- Review and Update city contractor / professional services providers operating rules . (and reporting requirements)
- Verify City of La Marque Contracting and Insurance requirements.
- Verify City of La Marque Inclusion and diversity requirements.

3. Focus on Livable and Safe Community

Our primary duty is to the people we serve. This goal area focuses on the needs of our client. It guides how we serve and communicate with our client by verifying and documenting their stated needs, goals, and objectives. Most of all we recognize Public Safety is a key objective that directly relates to our Strategic planning process as it relates to livability. (quality of life). KHJR Collaborate team will partner with the community to ensure public safety and infrastructure systems issues, concerns and or preferences can be identified and addressed in the final plan- with the aim of meeting the community needs well into the future wherever possible.

Objective: Maintain awareness for public Safety including Addressing:

- Status of Crime incidents in the city of La Marque.
- Status Traffic safety and management of traffic into the future
- Status of Flood and environmental hazards and mitigation
- Availability of healthcare and EMS / fire dept services.
- ID existing or planned Public Safety Centers and or initiatives.
- Verify Park Master Plan and future accessibility and safety Improvements.
- Verify existing condition and future proposed Urban Trails and bike lanes.
- Verify Development requirements for community Housing Needs
- Verify access to Healthy nutritious fresh food.
- Verify access to Health and wellness services.
- Verify senior and assisted living services, housing, and amenities.
- Verify status of City Hall Improvements and public buildings safety – and Facility conditions.
- Verify location and condition of public Side walk and planned repairs or improvements.
- Verify condition of streets , curbs and gutters
- Verify condition of utilities including Water main Improvements-
- Verify Storm System Improvements
- Verify Fire station and services response times.
- Verify EMS services and response times.
- Verify condition of Levey.
- Verify status of community center and or public libraries.
- Verify mosquito control management program.
- Verify Air monitoring readings.
- Verify location of super fund sites (if any)

Objective: Verify current state of Arts and Cultural activities in the community

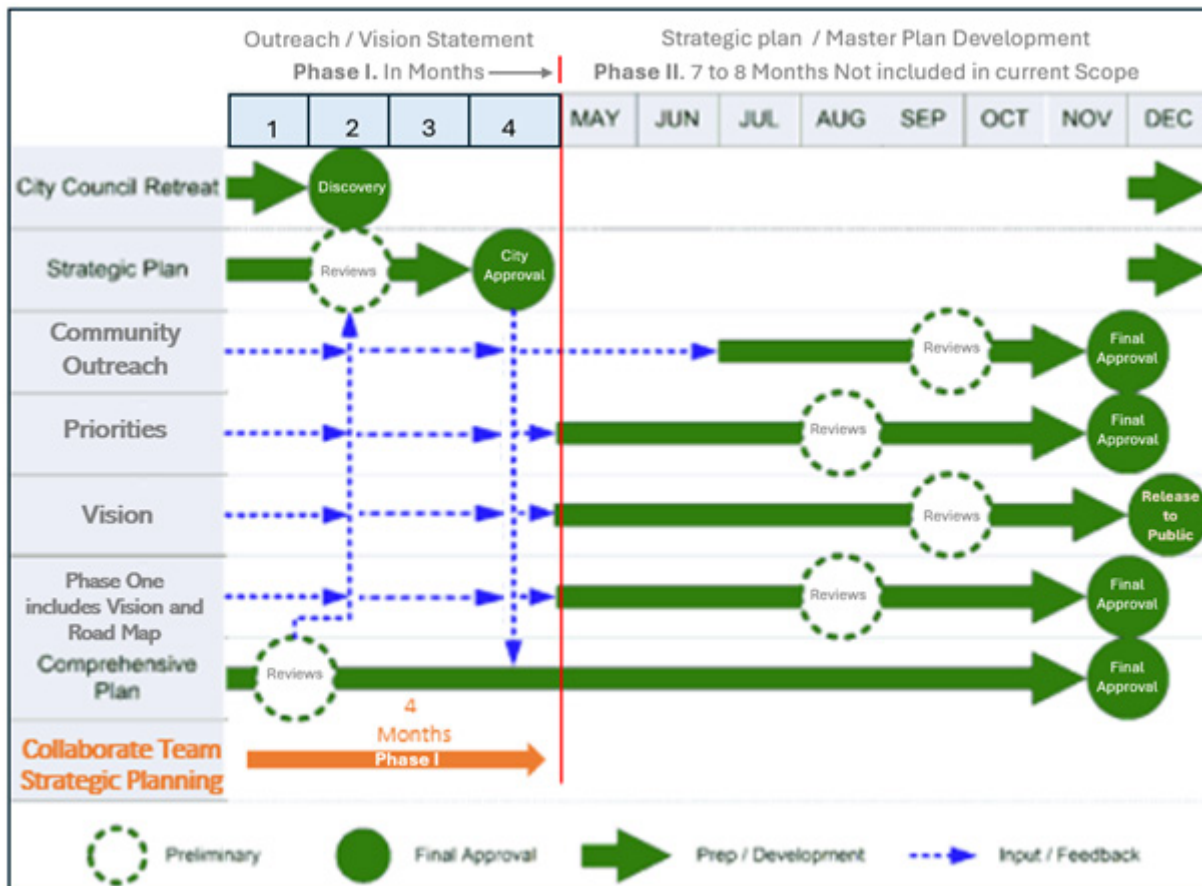
- Verify public recreation venues.
- Verify location of theaters and Cultural arts programs / Centers
- Verify Public art strategy.
- Verify Codes and regulations with regards to approved design standards

Objective: Verify City-wide emergency preparedness & resilience

- Verify building access and safety.
- Verify Public works backup power.
- Verify Continuity of Operations Plan
- Verify Chemical spill and or Haz com emergency prep plan.
- Verify Evacuation routs and plans.
- Verify Emergency Helipad landing sites.
- Verify Hospital capacity and specialties.
- Verify City EMS resources and capabilities.

KHJR COLLABORATE SCHEDULE / PHASING PLAN

City of La Marque 2050 Vision Strategy (Road Map). Phase I scope of work included.



- **Basic Services Outreach/Vision. Phase 1.** (Refer to Staff % section for additional information)
 - KHJR Collaborate Team – Estimated 4 Month Duration
 - Brand Scape (Vision Statement)
 - Hawes Hill & Associates (Limited Scope)
- **Phase II Master Plan Services.** (Not included in Base scope/fee. Final Scope TBD)
 - KHJR Collaborate Team – Estimated 7 to 8 Month Duration
 - Design Development / Brand Scape (Wayfinding & PR & Messaging.)
 - Hawes Hill & Associates
 - Walter P Moore Civil / Environmental
 - Concord Group (Economic Modeling . Trickle Down Proforma)
 - Landscape Consultants

Note: Its assumes that City / EDC Web site will be used as the platform with which to distribute information to public . A new web site can be provided upon request.

KHJR Collaborate Team

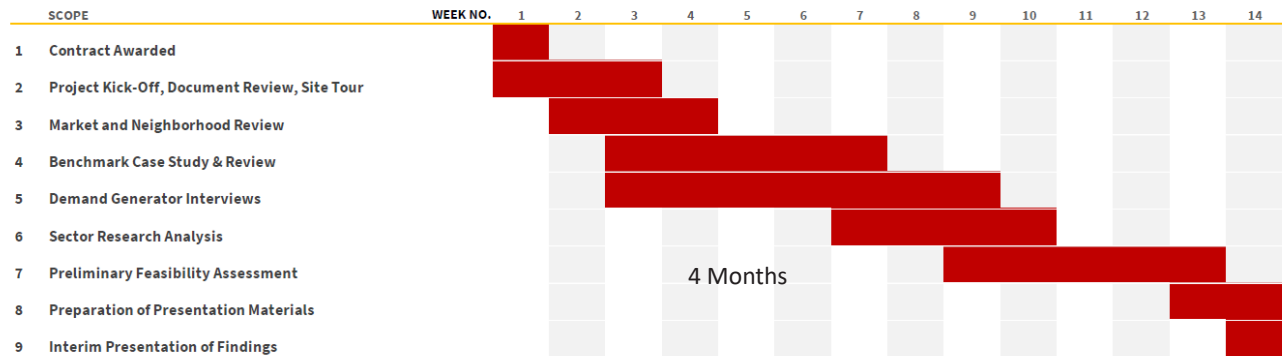
Preliminary timeline Example. Final timeline deliverables to be developed jointly during Discovery

PROJECT TIMING

City of La Marque Strategic Plan

PHASE I

Phase I: Market Analysis & Feasibility Study



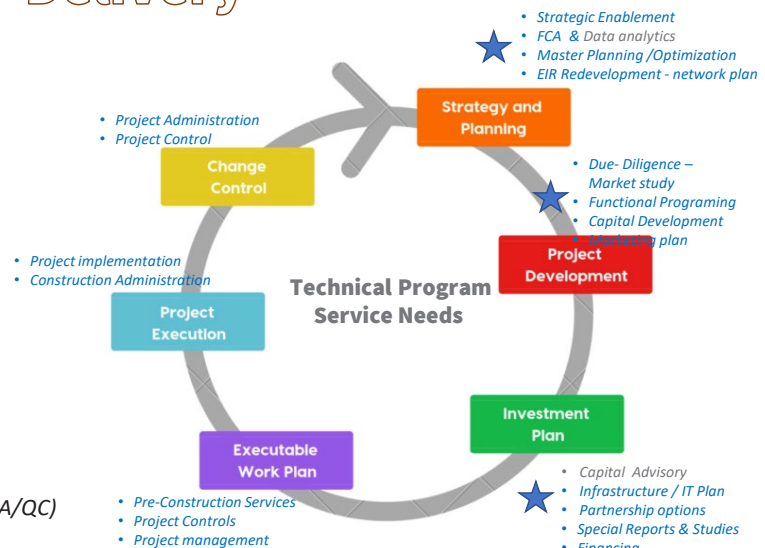
Integrated Service Offerings – Program Development

Capital Planning + Delivery

Strategy Enablement Pre-Design Services

- Advisory - Program management
- Strategic planning enablement
- Market Studies
- Facilities master planning
- Development plan
- Functional programming
- Due diligence / Financing options
- P3 strategies /Business optimization
- Infrastructure planning

- Project management
- Capital / land development
- P3 administration
- Pre-construction services
- Project controls (Scope – Schedule - budget – QA/QC)
- Project implementation
- Special studies and reports
- Facility condition assessments



Our goal is to assist La Marque with a twenty-first century master planning effort designed to provide La Marque's community with active and healthy living.

We envision a master plan that helps the city create a safe environment, Promote community wellbeing, Create economic development opportunities foster a Smart city approach and encourage Investment that creates new jobs and commerce .



SUCCESSFUL MASTER PLANNING EFFORTS REQUIRE:

COMPREHENSIVENESS multi-pronged mixed-use approach with both a Social and Economic focus.

FOCUS IN ZONES OR CLUSTERS .Incremental small re-development projects will lead to larger overall community development impact.

COMMUNITY ENGAGEMENT IS A MUST. Community buy is essential and planning efforts must be community driven.

STRATEGIC PUBLIC-PRIVATE PARTNERSHIPS ARE ESSENTIAL. Success requires cooperative action by a variety of Public and Private resources including but not limited to funding sources.

FOCUS ON ID. LA MARQUES UNIQUE EXISTING ASSETS. Plan around capitalize on the unique qualities of La Marques Geographical and demographic makeup.

PROVIDE ACTIONABLE MASTER PLAN INITIATIVES that are measurable and Set high standards including with: Economic restructuring changes in planning and infrastructure practices, and how plans are Implemented and measured for continuous improvement and progress.



KHJR Collaborate Walkable Mixed-use districts with Pocket Park areas. And out-door dinning and amenities

CRITERIA 2

PROJECT ORGANIZATION AND MANAGEMENT



ORGANIZATIONAL CHART

KHJR COLLABORATE LEADERSHIP SUPPORT	
Naina Magon, AICP Principal & Director of Planning	Saul Valentin Founding Principal
	Martin Needle, AIA Founding Principal

DEDICATED PRINCIPALS FOR STRATEGIC PLANNING ASSIGNMENT PH1	
Dwayne Mollard, AIA Director of Planning	Chris Kay, AICP, IAIA Principal Urban Planning & Design
Orlando Marchan Project Manager of Design	Tony Allender Director of Planning
Kassidi Yosko Project Manager of Planning	John Guess Vice-President, Real Estate Advisory Services
Miguel Noguerras Director Communication Design	

FUTURE ADDITONAL TEAM RESOURCES	
Richard Gollis Economic Development- Concord Group	Manoj Adwaney Civil, Enviromental, Traffic - Walter P.Moore
Janeita Natterjee Cost Estimator- Turner Townsend	
Keiji Asakura, FASLA, PLA LandscapeArchitecture - Assakura Robinson	
Elizabeth Gilbert UrbanLand Planning - Clark Condon	



KEY PERSONNEL



Saul Valentin

Principal/ CEO

Saul Valentin, Co-Founded Collaborate in 2011 and serves as the Chief Executive Manager. As a multi-Discipline firm, Collaborate is involved in Project Management, Design and Development of institutional, higher education, city and commercial real estate projects. Saul has been involved in more than a billion square feet of design and construction in office, retail, multi-family, education, and hospitality projects throughout Texas and across the country.



Martin Needle, AIA

Principal

Martin is a Principal at Collaborate and serves as the Principal In-Charge of the Architecture practice. His extensive experience and the subsequent “lessons learned” in Higher Learning facilities, both new and renovated assist the team in making the responsible and best choices. Martin has served as Architect for diverse projects for higher education, commercial, faith-based, transportation projects, municipalities, and institutional office facilities.



Chris Kay, IAIA, ACHE, PMP

Development Director

Principal KHJR Collaborate Chris has over 30 years of experience with the real-estate capital planning and development process, of which the past two decades have been dedicated exclusively to capital master planning and project development.



Dwayne Mollard, AIA

Project Architect

Dwayne has been involved in all phases of various projects from start to finish and brings a unique perspective to the design process. In most cases, he will anticipate issues before they become problems and he enjoys working with each client to produce aesthetically pleasing projects.



Orlando Marchan

Project Manager

Orlando offers 10 years of design experience and 8 years of Project Management experience in many project types. Commercial, educational, industrial, residential, retail, and interior design experience over this span allows him to offer a holistic viewpoint to clients, while implementing innovative and unique designs for each project.



Kassidi Yosko

Designer

Results-driven Design Associate with a proven ability to successfully execute diverse project tasks within tight deadlines. Possesses excellent problem-solving skills, coupled with exceptional communication, planning and decision-making skills to oversee project completion from inception to completion. Proficient in applying creative design concepts that enhance the functional and engaging human experience. Seeking a challenging opportunity to further develop my skills and contribute to the growth of an innovative design team.



Miguel Nogueras

Communication Design

His experience over 20 years of expertise in both B2B and B2C industries. His proficiency lies in creating engaging experiences that cater to the General and U.S. Hispanic markets through design, digital, and strategic consumer insights. Miguel is an essential tool for developing effective brand strategies, guiding marketing initiatives and maintaining competitiveness in a dynamic market.



Naina Magon, AICP

XXXX

Naina has over 25 years in economic development, planning and financial analysis experience. She serves both public and private sector clients in supporting new investment and facilitating development through creative and implementable solutions. As a Principal with Hawes Hill & Associates, Naina has collaborated closely with communities, private investors, developers and other entities to successfully position locations for revitalization or catalyst projects for development.



Martin Needle, AIA

XXX

Tony offers three decades of experience discovering creative and implementable solutions for regions, communities, downtowns, and districts and other places throughout the country. As a Principal with Hawes Hill & Associates, he uses his understanding of economic development, urban planning, community identity and project implementation to craft solutions centered around memorable places, community transformation and sustainable economic prosperity.



Richard Gollis

Co-Founder and Principal

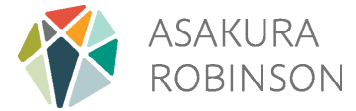
Richard's expertise in strategic market analysis, development programming, transaction due diligence and valuation extends across all real estate asset classes. . Across the country, Richard has led TCG teams on projects that have positively influenced infrastructure and development patterns including transit-oriented nodes and corridor plans; new redevelopment in the urban core; redevelopment of suburban retail to mixed use; and master planned communities.



Janeita Natterjee

Project Management Director

Results-driven Design Associate with a proven ability to successfully execute diverse project tasks within tight deadlines. Possesses excellent problem-solving skills, coupled with exceptional communication, planning and decision-making skills to oversee project completion from inception to completion.



Keiji Asakura, FASLA, PLA

Principal / CEO

As Founding Principal of Asakura Robinson, Keiji Asakura holds over 40 years of visionary leadership and experience in urban design, landscape architecture, and community planning that is mission-driven, holistic, and context-sensitive. Keiji has extensive experience with sustainable design, low-impact development, and resilience planning and has championed the use of green infrastructure and high-performance landscape design in virtually all aspects of the public realm.

CLARK CONDON



Elizabeth Gilbert, PLA

Principal / CEO

Elizabeth is focused on guiding the firm's vision and creating an exceptional experience for both the client and the Clark Condon team. Poised and concise, her leadership supports firm growth through mentorship and company strategy. Throughout her career, she has built a diverse portfolio of public and private projects with a passion for design excellence, creativity, and community impact. She excels at relationship building and creative design solutions.



Manoj Adwaney

Principal

As the Director of Civil Engineering, Manoj specializes in master planning and site plan design for education, science and technology, and healthcare projects including facilities in the Texas Medical Center. Specifically, he has worked with MD Anderson Cancer Center, Baylor College of Medicine, and Memorial Hermann Hospital System. Since joining the firm in 2000, his civil experience includes the design of grading, roadways and parking, stormwater drainage and detention, and utility routing and connection.



KHJR Collaborate Mixed-use Revitalization zone concepts , Addressing the “ Missing Middle”.

CRITERIA 3

QUALIFICATIONS AND EXPERIENCE



KHJR Collaborate Team QUALIFICATIONS

City of La Marque Vision Strategic Plan



We've completed more than 60 projects with city and county governments

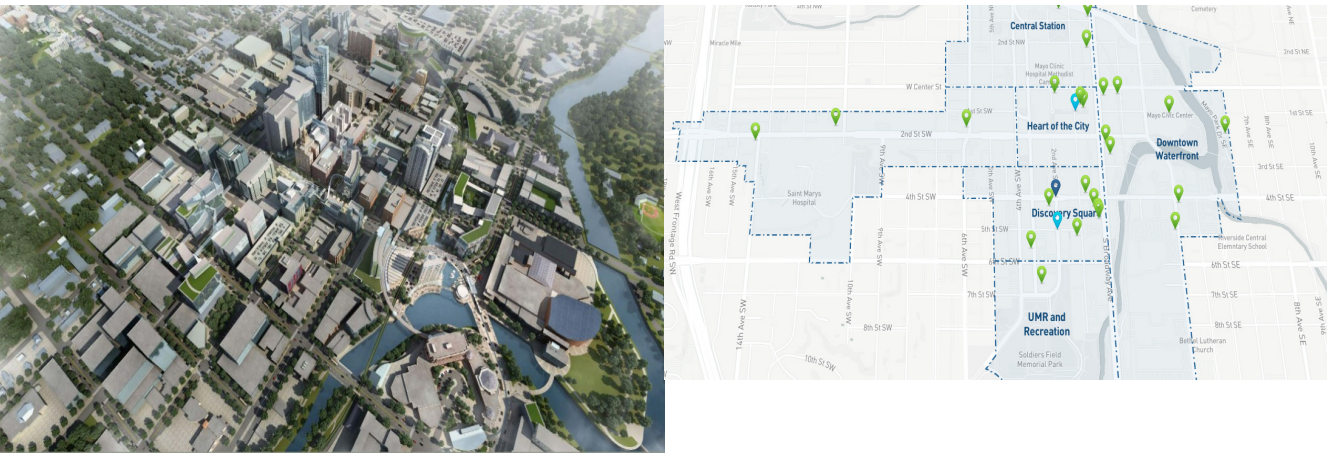
City of Alexandria
City of Atlanta
City of Chicago
City of Detroit
City of Fort Myers
City of Grand Rapids
City of Marietta
City of Miami
City of Napa
City of Phoenix
City of Pittsburgh
City of Portland
City of Saint Paul
City of San Diego
City of Seattle
City of Minneapolis
County of San Diego
County of Fairfax
County of Maricopa
County of Montgomery
District of Columbia
San Antonio, TX - Brooks Development Authority
Village of Schaumburg, IL



200 + Planning and Market Study Assignments in Texas

- Amarillo, TX – multifamily
- Beaumont, TX – build-to-rent single-family
- Belton, TX – multifamily
- Dallas, TX – multifamily
- Denton, TX – single-family residential
- Denton, TX – student housing
- Elgin, TX – build-to-rent single-family
- Frisco, TX – multiple hotels and convention center
- Fulshear, TX – retail
- Glenn Heights, TX – mixed-use with multifamily and retail
- Houston, TX – multifamily
- Jersey Village, TX – assisted living, memory care
- Little Elm, TX – retail
- New Braunfels, TX – independent living
- New Braunfels, TX – active adult 55+
- San Antonio, TX – multifamily and condos
- San Antonio, TX – active adult 55+ (part of larger DFW, Austin, and Houston assessment)
- San Antonio, TX – multifamily
- San Antonio, TX – affordable housing
- San Marcos, TX – multifamily and independent living
- Southlake, TX – medical office condos
- The Colony, TX – urban resort hotel
- Windcrest, TX (NE San Antonio) – seniors campus with 55+, independent living, assisting living, memory care

DESTINATION MEDICAL CENTER (“DMC”) STRATEGIC PLAN



DMC Goals

Comprehensive Strategic Plan

Create a comprehensive strategic plan with a compelling vision for region.

Attract Private Investment

Leverage public investments to attract \$5 billion in private investments Rochester.

Create Jobs

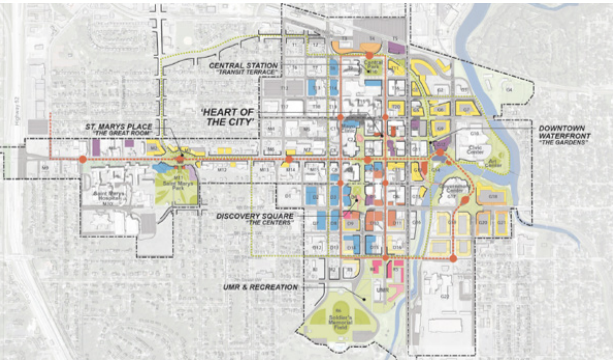
Create 30,000 new jobs, with workforce development strategies that support growth.

Generate Additional Net Tax Revenue

Generate approximately \$7.5–\$8.0 billion in new net tax revenue over 35 years.

Become the Destination for Health & Wellness

Achieve the highest quality patient, visitor, and community member experience both now and in the future.

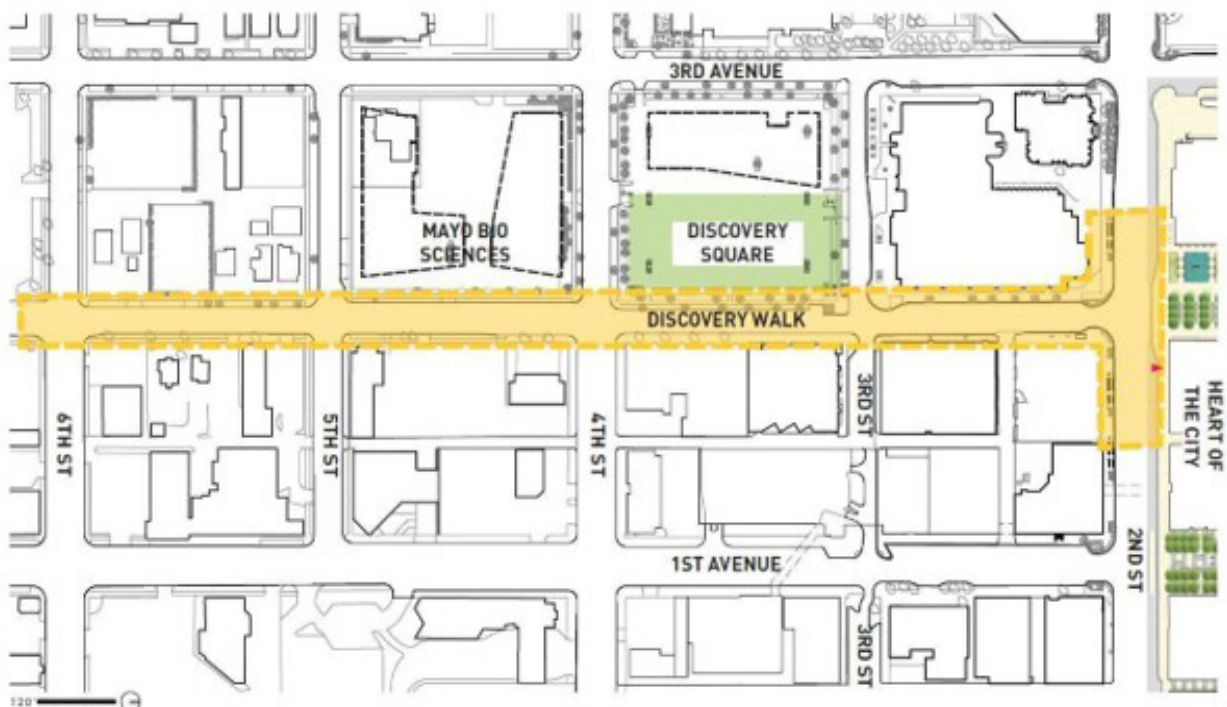


CITY OF ROCHESTER DMC INNER CITY RE-DEVELOPMENT

CREATING RELATIONSHIPS BETWEEN DEVELOPERS AND PUBLIC BODIES



DISCOVERY WALK | SITE EXTENTS



What We Do and How We Do It – Strategy Enablement

Plan

Deliver

Operate

KHJR Collaborate Integrated Capital Planning and Delivery Services, helps marry the Public –Private capital investment strategy development phase (“The Strategic Planning Process”) with the Implementation phase (“The Project Planning and Delivery Process”).

Our integrated services approach develops and maintains alignment of a project's financial framework throughout the real-estate due-diligence and development process, while helping assure that our Public client’s strategic business plan and operational service vision is realized in part through the creation of Public Private Partnerships coupled with “On Target” delivery of needed economic development and or district infrastructure development that together supports their real-estate development mission.



Elevating Communities Inspiring Growth and Defining the Future

KHJR Collaborate is a Real Estate Advisors company at the forefront of planning, economic development, and investment, igniting growth in towns and cities across America. We construct vibrant communities, providing a platform for people to live, work, and thrive harmoniously.

How We Do It

KHJR is Reshaping how Mixed-Use Development is Planned and Delivered.



Empowering Community Revitalization

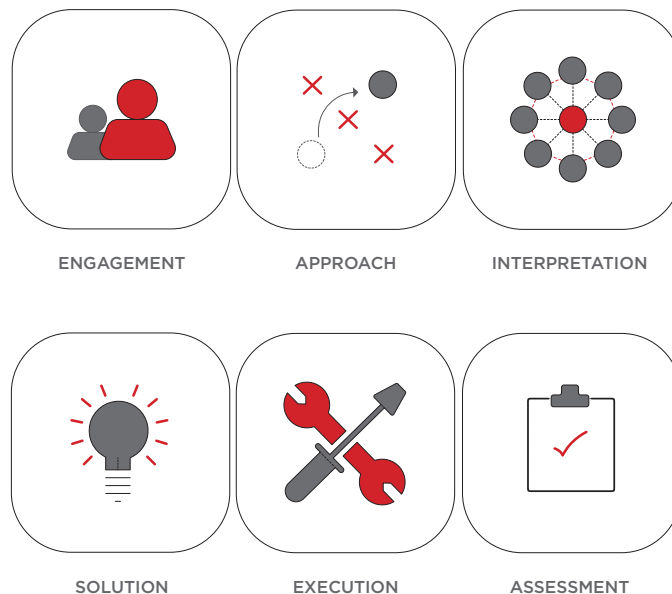
The KHJR Collaborate Team foundational belief rests on the notion that every community, irrespective of its size or location, possesses unique strengths and characteristics. These inherent strengths, when recognized and harnessed, have the potential to ignite vibrant, sustainable growth and drive transformation. We actively advocate for healthier, more inclusive lifestyles, an ethos that is deeply embedded in every project we undertake. We understand the profound impact that well-designed environments can have on wellbeing, which is why architectural ingenuity and thoughtful urban planning are central to our approach.

Our teams are skilled artisans in crafting neighborhoods that are compact and pedestrian friendly. We carefully design our communities to provide seamless access to essential amenities such as stores, restaurants, and businesses, ensuring a comfortable and convenient living experience for every resident. These neighborhoods aren't just about buildings and streets; they are about creating spaces that encourage interaction, build community spirit, and enhance quality of life.

At KHJR Collaborate, we don't just build communities; we become a part of them. We firmly believe in the power of co-management with local neighborhoods, which forms the basis of our partnership approach. This not only ensures a sense of equity and fairness but also fosters strong social connections, empowering residents to take active roles in shaping their environments. Our mission is to build more than just physical structures; we aim to create thriving, connected communities that embody the values of inclusivity, sustainability, and innovation.

Process Roadmap

KHJR Collaborate maintains an active planning, advisory and development practice across several Public – Private market sectors. Our company works with communities to plan and develop both speculative and build-to-suit community development and revitalization projects in key rural markets. We structure each engagement to meet the needs of the community leaders and projects across all disciplines from planning to finance, development, marketing and operations.



PROJECT EXPERIENCE

EAST ALDINE TOWN CENTER

Houston, Texas

A Beacon of Community and Progress in Houston's Backyard

In a spirited celebration involving residents, elected officials, and community leaders, the East Aldine Town Center was recently inaugurated, marking a pivotal moment for the area situated between Bush Intercontinental Airport and downtown Houston. This multifaceted development is part of an ongoing, multi-million dollar project aimed at uplifting the historically underserved 20-square-mile district of unincorporated Harris County.

The newly opened second phase features a 30,000 square-foot office building, an amphitheater with an audience lawn, and a host of outdoor recreational amenities like a playground with a splash pad, a river-like water feature, and a scenic fountain in a flood detention lake. The landscape is enriched with wide sidewalks, trees, and native plantings, offering a welcoming environment for community gatherings.

The first phase had already set a strong foundation by introducing the Lone Star College East Aldine campus, BakerRipley and HOPE Clinic non-profit service centers, and the state-of-the-art Harris County Sheriff's Office 911 Dispatch Center.

Looking ahead, the ambitious third phase aims to add 100,000 square feet of retail and commercial space, including a new supermarket. The Town Center has already started attracting private commercial investments, evidenced by the opening of a new gas station and convenience store across the street.

Emphasizing the community-centric nature of the project, David Hawes, the executive director of the East Aldine Management District, stated that this development is by the people, for the people. The project is funded through a local sales tax, and aims to provide a safe and inclusive space for residents to engage with law enforcement, hold community meetings, and enjoy recreational activities with their families.

The Town Center is more than just a complex; it's a catalyst for broader economic development. It addresses Aldine's unique "in-between" status, offering a promising future especially as distribution centers and other enterprises recognize the area's strategic advantages. State officials have praised the project as an exemplary public-private partnership, highlighting the collective effort that has gone into its realization. With \$6 million in state funds secured for future development at the adjacent Keith-Wiess Park, the project ensures that East Aldine residents will not have to venture far for outdoor activities.



OREGON STREET MALL

El Paso, Texas

The Oregon Street Transit and Pedestrian Mall is a three-block area proposed to be unique to downtown El Paso. Sun Metro has begun to promote use of mass transit more successfully through the construction and planning of new transportation hubs in each area of the city. The Oregon Street Mall, along with other new developments, will further promote Sun Metro's trend towards increasing ridership and decreasing automobile use. This is very important for a city with the air quality problems El Paso experiences.

The Oregon Street Mall will divert the bus and pedestrian traffic that now encompasses San Jacinto Plaza and spread it out over the three-block area. Automobile traffic will be permitted through the site but will be limited.

The project also entails widening sidewalks and modifying street widths to better accommodate the mix of buses, streetcars, new bus shelters, and increased pedestrian activity. The sidewalk and street redesign will distinguish areas within the mall from other sections of downtown. Increased pedestrian traffic will also promote downtown development and increase the merchants' business in the area.

PROJECT: Oregon Street Mall

LOCATION: El Paso, Texas

CLIENT: City of El Paso

BUDGET: \$4.45 Million

AREA: 3 City Blocks

TEAM: Martin Needle



MEMORIAL HERMANN

Houston, Texas

The Memorial City Medical Center, a trailblazer in US healthcare infrastructure, presents an integrated health and wellness campus sprawling over 200 acres. The medical complex, which saw extensive campus planning and program project management from 2001-2010, amalgamates healthcare, retail, office space, and hospitality sectors into a comprehensive health and wellness ecosystem. The campus, home to over 2.4 million square feet of healthcare facilities, serves as a vibrant beacon of comprehensive, patient-centric care.

The Memorial City Medical Center stands as a pioneering example of an integrated healthcare campus in the US. The center houses two modern hospital towers and a myriad of facilities, including clinics, physician offices, outpatient imaging, oncology, and outpatient surgery units. Catering to over 100 medical specialties, the campus accommodates approximately 1,700 employees and provides 444 licensed hospital beds, ensuring the provision of diverse, high-quality medical services.

The crown jewel of the campus is the 32-story, 640,000 square-foot Memorial Hermann acute care hospital and outpatient tower. Completed in 2008, this award-winning medical edifice offers advanced acute and specialized care for women and children, on par with the services available in the Texas Medical Center. The Memorial Hermann tower, sitting at the heart of the campus, signifies the blending of cutting-edge medical facilities with holistic wellness services.

The Memorial City Medical Center, with its ambitious and successful blending of health, wellness, and auxiliary services, sets a benchmark in integrated healthcare campus development. It not only serves as an essential healthcare hub but also acts as a testament to the potential synergy of healthcare, wellness, and urban planning.



UNION PLAZA STREETScape & REDEVELOPMENT

El Paso, Texas

The team provided master planning, urban design, and environmental graphics services in this civic core. The plan brings a mix of uses together to attract citizens to this new 24-hour district and develop the vibrant new Town Center. The plan includes the creation of a Boulevard to link City Hall and the Civic Center with the Cultural and Entertainment District, two urban parks, enhanced streetscapes, an environmental graphics system, and land use planning to encourage public / private development of the area. The Union Plaza Livable Communities Initiative Streetscape Program will also link residents and visitors to expanded transit service, intercity bus, and international bus services.

Safety and Security: security lighting, accessible sidewalks, police storefront, and community meeting center.

Transit Ridership: increase due to better access to employment destinations, entertainment, cultural and educational facilities in downtown El Paso, and a new parking facility

Community involvement/leveraging other assistance: through intensive community involvement, the City has developed a plan for the Union Plaza Redevelopment program which includes over \$40 million of projects utilizing public and private funding resources.

Employment: in addition to a museum, festival plaza, civic center expansion, and trolley service expansion within the Union Plaza area, a major face lift will be a catalyst to private sector investment.

PROJECT: Union Plaza Streetscape & Redevelopment

LOCATION: El Paso, Texas

CLIENT: City of El Paso

BUDGET: \$6.5 Million

AREA: 14 City Blocks

TEAM: Martin Needle, AIA



ARTS FESTIVAL PLAZA

El Paso, Texas

A milestone in the city's commitment to downtown revitalization, the arts festival plaza was built on a parking lot in front of a massive red brick wall at the rear of the historic plaza theater.

Though conceived as an urban space for the display of art and a garden extension of the future museum of art, the plaza accommodates a variety of other venues. The location makes the space ideal for small outdoor events ranging from art exhibits, dance and theatrical performances to music and cultural festivals.

Concrete columns supporting metal canopies accent the waiting area for Sun Metro's trolley bus. A misting system and a monolithic water wall to the rear of the plaza provides a sound barrier and increases humidity (to lower the temperature) in the immediate area.

Ample seating and shade trees encourages everyday use by general public, the planting providing shade and a respite from the urban heat.

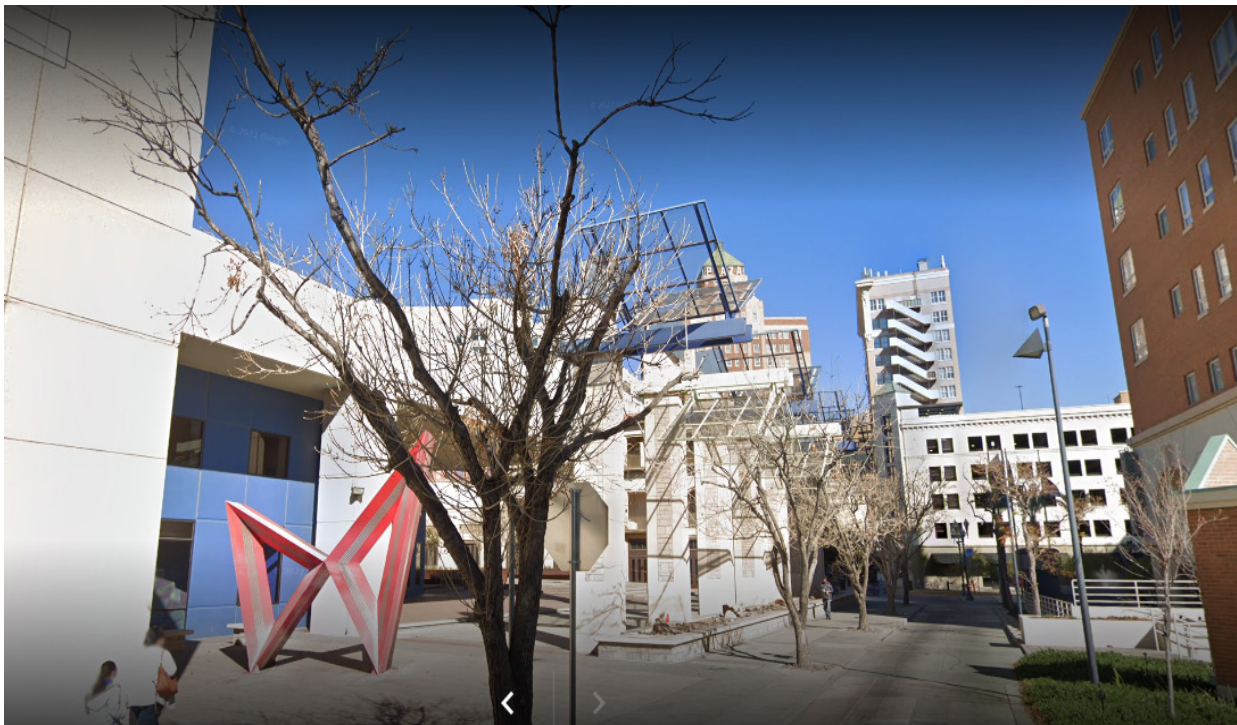
PROJECT: Arts Festival Plaza

CLIENT: City of El Paso

LOCATION: El Paso, Texas

BUDGET: \$1.8 Million

DESIGN TEAM: Martin Needle, AIA



Jersey Village, Harris County, TX

Mixed-Use Wellness Development | 64 acres | \$390M+ Investment



Jersey Village, Harris County, TX

- 43-acre mixed-use development including residential, retail, hotel, a new City Hall, and an amphitheater
- Envisioned In 2017 as a live-work-play community that integrates wellness with lifestyle amenities, including sports medicine & wellness, medical office buildings, retail, hotel, office, community college, senior living, affordable housing
- Incentive package granting sales and property tax breaks for 20 years for the hotel development
- The city is partnering with KHJR to develop a new town center on a 33-acre site which will include 300 high-end apartments, 140 senior living units, a 100-room hotel, retail and office space, an 80,000 square foot "family fun center," a city hall, and potential minor-league baseball stadium.
- KHJR specializes in master-planned communities with a health-focused twist. The developer is involved in the Union Village, a 170-acre mixed-use site south of Las Vegas centered on Henderson Hospital, and the Lancaster Medical Main Street on the Antelope Valley.

Union Village, Henderson, NV

First Integrated Health + Wellness Community in the U.S. | 154 acres | \$1.2B Investment

- 500-bed Hospital
- 85,000 sq. ft. Medical Office Buildings
- 14,000 sq. ft. Fresenius Dialysis Clinic
- 150 bed AL/MC
- 200 room Senior Apt
- 400 Town homes
- 1,000 Apartments
- 95,000 sq. ft. Athletic Club
- 140-room Home 2 Suites Hotel
- 150,000 sq. ft. Retail
- 2-acre Park with Bike & Hike Trails
- 50,000 sq. ft. Wellness Institute
- Pedestrian Promenade
- Smart City Infrastructure



City of Port Author Reference Material

Proposed commercial / Residential
Mixed-use Development



SANTA TERESA VILLAGE ONE PHASING PLAN

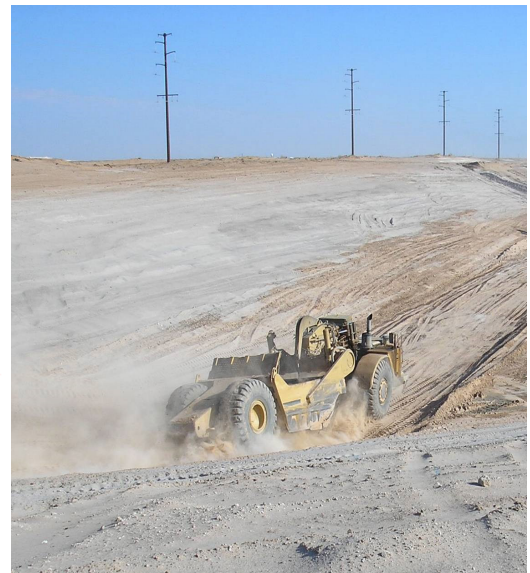
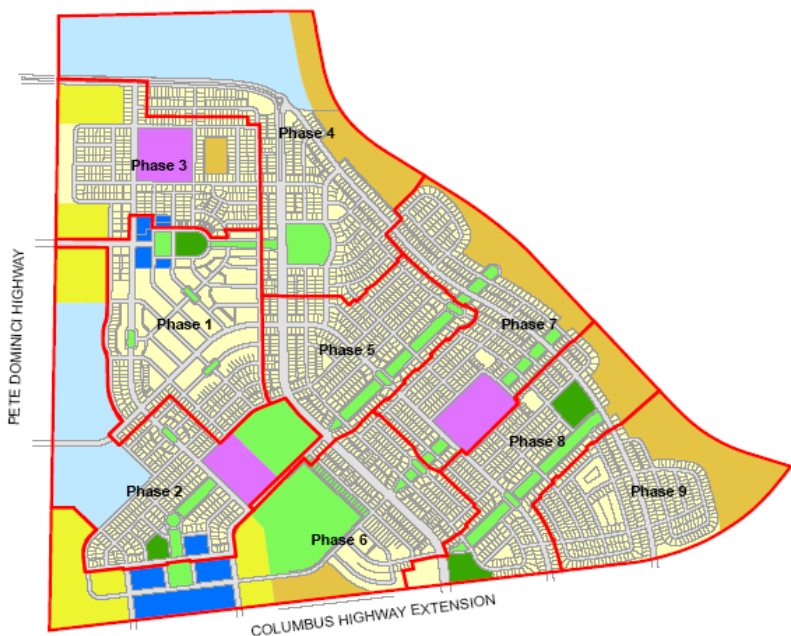
Santa Teresa, New Mexico

Verde Realty is developing a 20,000 acre planned community in Santa Teresa, New Mexico. This community will include 25,000 homes, 3,789 acres of industrial warehouse and manufacturing enterprises, 793 acres of retail and urban core areas, and 5,044 acres of public open space and schools.

Village One, which is projected to build out in 10-years, will provide nearly 4,000 homes on over 1,000 acres. In addition it will include 230,000 square feet (sf) of retail/mixed use space, 183 acres of open space and parks and provide for 3 public schools.

The land plan for Village One is predicated on traditional neighborhood development principles with a rich mixture of land uses and open space systems promoting non vehicular travel. Local roads will be carefully planned in a grid configuration to maximize connectivity and distribute traffic within neighborhoods. Roadway cross sections have been customized for Santa Teresa to encourage walkability, provide human scale frontage to adjacent buildings, and reduce traffic speeds. Significant challenges to implement the planned community are the design and construction of the infrastructure systems including the expansion of the water and waste water treatment systems, storm water management systems, and approval of access from a controlled access highway.

PROJECT: Santa Teresa Village One Phasing Plan
CLIENT: Verde Realty
LOCATION: Santa Teresa, New Mexico
BUDGET: \$127 Million
COMPLETION DATE: Phase 1 to 4 -- 2010



TOWN CENTER

City of Sugarland, Texas

Sugar Land Town Center is in a Planned Development district (PD), which is intended to allow development containing uses or a combination of uses in a design that is different than the standards established in the standard zoning districts.

The PD district encourages innovative concepts not permitted in standard districts and is intended to provide flexibility in development

32 Ac. Mixed-use District
1.6M SF mixed Use Development
165 Mid rise Multifamily residential
P3 Capital Finance Structure
Structured Parking
242,900 SF Retail and Dining
300 Room Hotel and Hospitality
1.4 Ac Pedestrian Plaza
82,000 sf City Hall
2003 Opening



SANTA TERESA VILLAGE ONE PHASING PLAN

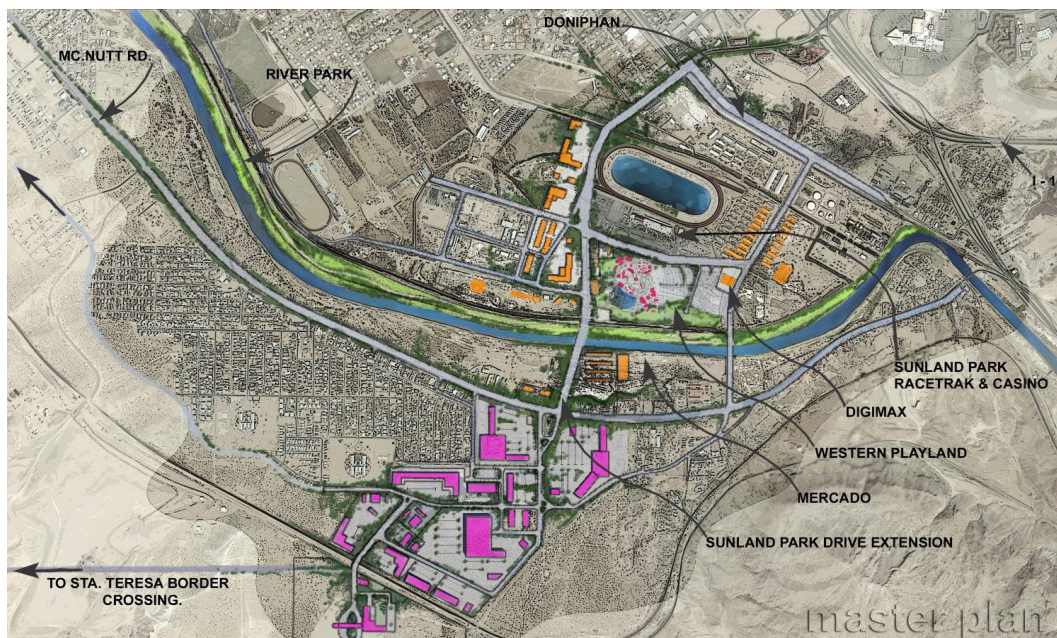
Santa Teresa, New Mexico

With funding received from the US Department of Housing and Urban Development, will develop a master plan for the development of the City of Sunland Park, New Mexico, addressing infrastructure development, zoning, residential development, transportation and the creation of a proposed new international Port of Entry. The project is a partnership with CETE, a local non-profit organization, and the City of Sunland Park.

Sunland Park is one of the poorest communities in the nation and is classified as a colonia. Housing conditions are poor, and the community lacks an adequate wastewater system. Most new residential housing consists of mobile homes, and industrial and commercial development has been haphazard. Perspectiva's support for Sunland Park will: Create a City Master Plan and planning process; Develop and plan land use and infrastructure appropriate to the density and needs of the area; Plan for present and future provision of infrastructure (water, sewage, transportation, public facilities, schools, housing, and utilities) adequate to meet human needs. Plan, in cooperation with the MPO, an efficient and integrated transportation system that meets the interests of the City businesses and residents and addresses transportation issues such as the development of a new port of entry and the growth of the entertainment industry; Develop recommended City zoning and land use ordinances that the City can adopt to optimize planned growth and development; Prevent the concentration of residential population around the new Port of Entry.

Encourage and support environmentally responsible commercial and industrial development; Develop a wastewater, water and utility plan and system that safeguard the integrity of the groundwater and surface water supply of the region while supporting a regional management policy that facilitates the coordination and cooperation of other governmental agencies in Texas and New Mexico. Address planning and regulatory changes that will preserve and protect Sunland Park's bi-national culture and history.

PROJECT: Santa Teresa Village One Phasing Plan
CLIENT: Verde Realty
LOCATION: Santa Teresa, New Mexico
BUDGET: \$127 Million
COMPLETION DATE: Phase 1 to 4 -- 2010



SANTA TERESA MASTER PLAN

Santa Teresa, New Mexico

Within the Santa Teresa Master Plan, Village I will be the first phase of development. This area is located in the northeastern portion of the Master Plan and encompasses approximately 1,100 acres.

Representing a projected 10 year build out, Paseo Dorado will accommodate 4,200-4,700 housing units and from three to five hundred thousand square feet of commercial use. Local shops and business will be welcoming part of the neighborhood. This kind of friendly well planned retail environment will help attract customers and provide stability for small business.

Two retail areas are planned within Paseo Dorado. The first is a small neighborhood scale retail area near a community center, and the second is a community serving retail center east of Pete Dominice and north of Columbus Highway.

PROJECT: Santa Teresa Village One Phasing Plan

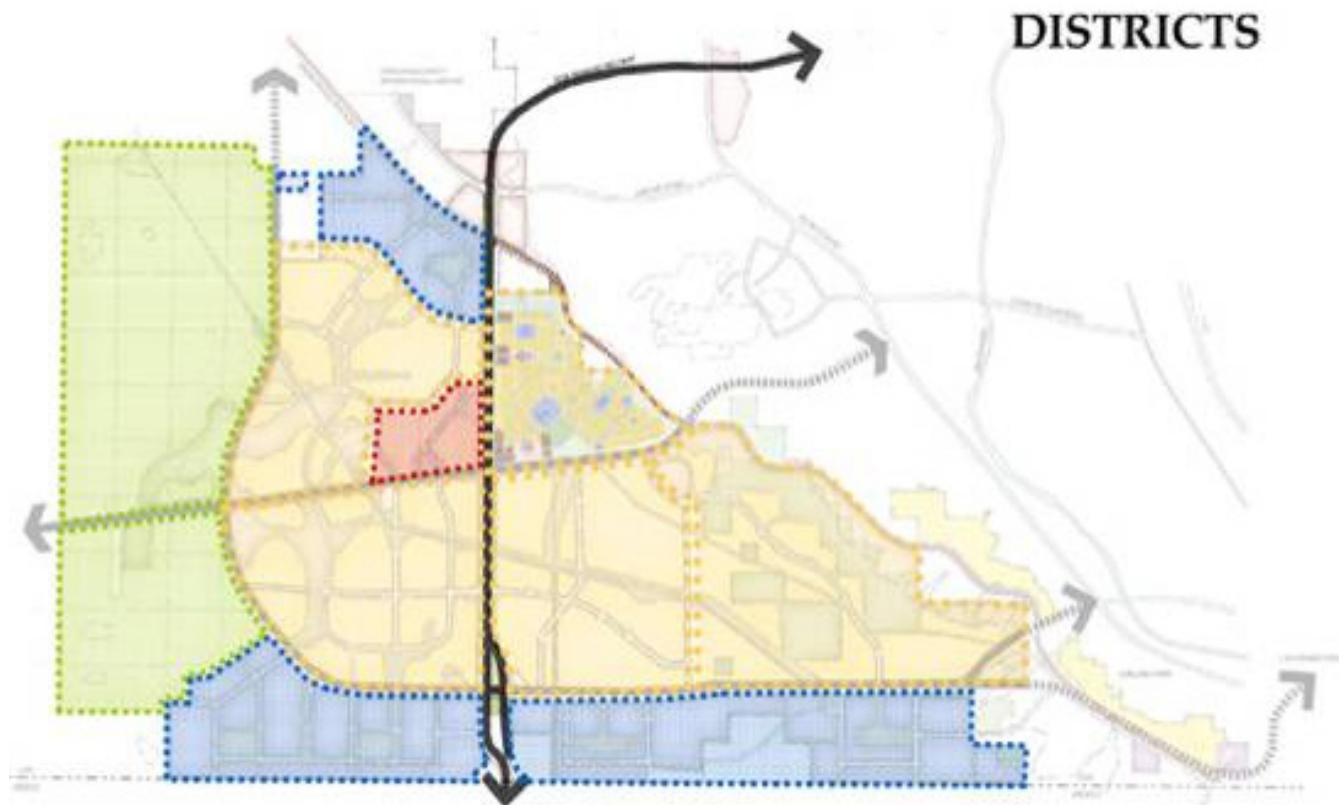
CLIENT: Verde Realty

LOCATION: Santa Teresa, New Mexico

BUDGET: \$127, 000, 000

SIZE: 1,100 acres

COMPLETION DATE: 2016



EL PASO COMMUNITY COLLEGE

Valle Verde Campus Master Plan , El Paso

The program includes 24 classrooms, computer lab facilities offices, deaf education labs, ESOL labs, administration areas and new parking for 1300 cars. For this project, the designer took social space and the separation of pedestrians and automobiles into consideration to encourage gathering between classes. Perspectiva provided a large, verdant "quad" connecting the old buildings and the new with boundaries defined by a trellised walkway. Designed in scale and material with sensitivity to the existing brick buildings, the classroom addition harmonizes seamlessly with what was previously built and creates a gateway to the large existing campus.

PROJECT: Valle Verde Campus Master Plan

CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$8.5 Million

SIZE: 60,000 SF

COMPLETION DATE: Summer 1997



City of Vallejo. Mare Island Mixed Use District. Solano County CA.

Mare Island EIR of over 1M square feet of Mixed-use development. Including: film space on 56 acres, bringing 1500 new jobs to the City. The development would be divided into multiple phases sections:

Phase I Environmental remediation. Regulatory approvals and Adaptive reuse. Utilities, Streets, Parks & Recreation facilities.

Phase II. Start construction of sound stages and supporting Visitor facilities on 25 acres.

Phase III Would see the creation of Wellness, and Residential facilities, including retail and office space on 26 acres.

Phase IV. Would see a student film campus with Student housing, food, and retail, along with potential meeting/conference space and extended-stay lodging.

KHJR Real-estate Planning + Advisory Services

- Mare Island Film Studios – MGM
- Wine Production Warehousing Facility
- Commercial Wellness Build to suites (UC Davis)
- 20 Ac. Mixed-use Residential
- 12 Ac. Parks, Recreation, board walk and Public Spaces
- 100,000 sf Marine services Office Warehouse District
- Visitor Retail and Entertainment District.
- Student Resident Housing.



EL PASO COMMUNITY COLLEGE

Rio Grande Campus Master Plan , El Paso

Located in downtown El Paso, this urban campus has grown sporadically through the acquisition of historic homes and buildings and old structures that have had to be demolished to satisfy the campus needs. Perspectiva was commissioned this master plan to create a campus environment, identify new parking structure growth and consolidation of this campus. In a bold approach the plan includes the closure of El Paso and Rio Grande streets except for the trolley buses and emergency vehicles so they may become the spine and soul of this campus. The strategic location of the parking structures will alleviate the traffic problems and the existing student invasion of the Sunset Heights Historic District as they look for parking. The scale and architecture for this project will be compatible with the historic structures and neighborhoods that surround this campus.

PROJECT: Rio Grande Campus Master Plan

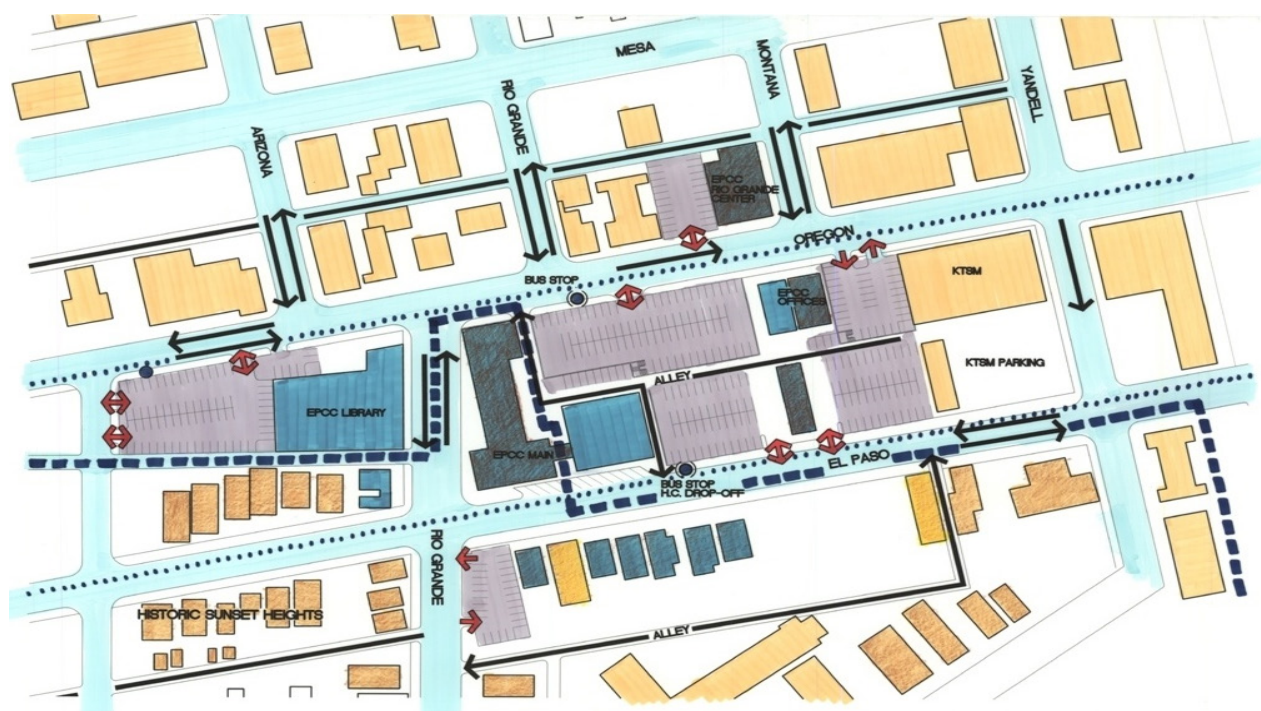
CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$4.6M

SIZE: 200,000 SF

COMPLETION DATE: 1998



EL PASO COMMUNITY COLLEGE

Mission del Paso Master Plan , El Paso

To meet growing enrollment demands and provide accessible education to the swiftly growing Eastside of El Paso, the Community College built this facility in the Lower Valley. Located on 100 acres site, this project will be realized in phases. Perspectiva provided the initial studies and master plan for the site and designed Phase One, which calls for a 54,000-sq. ft. main building. Perspectiva provided architectural services to support site and infrastructure development and deliver a design that anticipates the growth of the area and the campus. This first phase includes science labs, a distant learning center, general classrooms, cafeteria, administration, library and EMS labs.

PROJECT: Mission del Paso Campus Master Plan

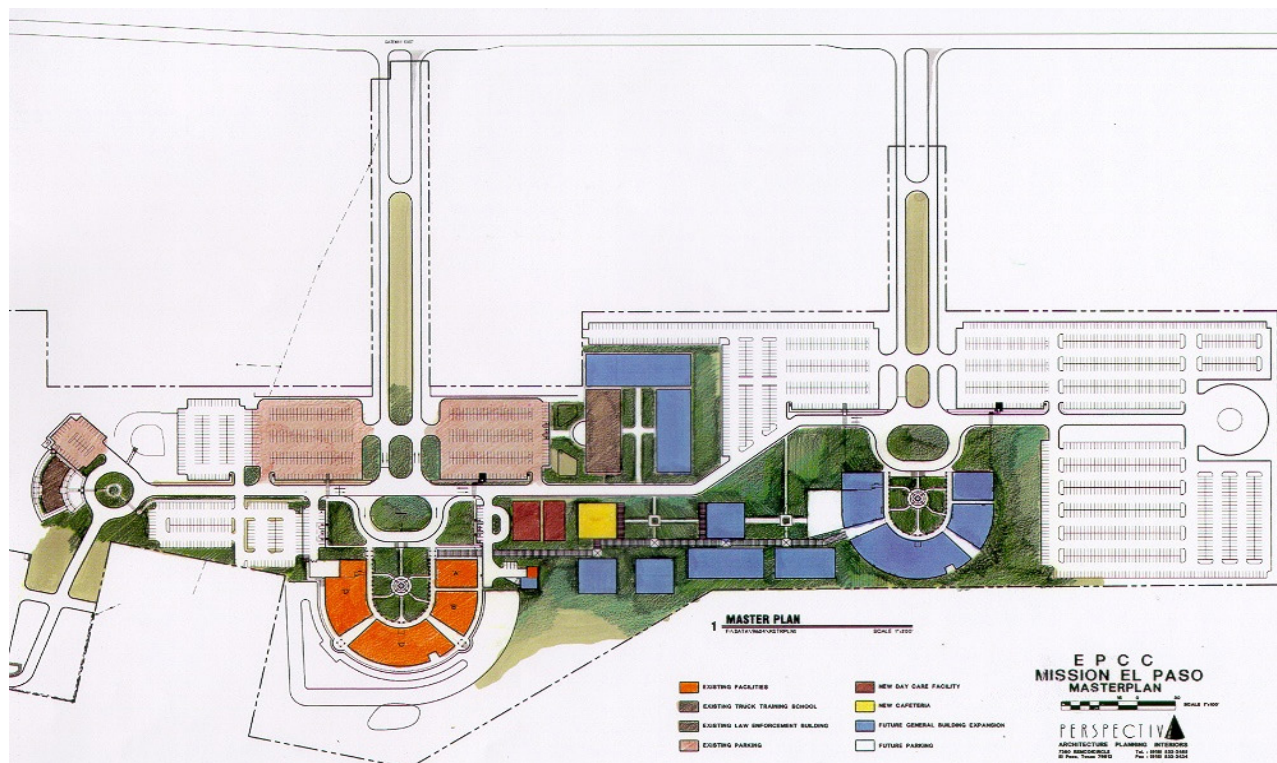
CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$7.3 Million

SIZE: 63,090 SF

COMPLETION DATE: 1998



EL PASO COMMUNITY COLLEGE

Northwest Campus Master Plan , El Paso

Perspectiva was commissioned to address from utilities and infrastructure capacity to drainage and the Flood Plain and services for an area that is in the outskirts of the City of El Paso but in the middle of poor neighboring towns such as Clint and Anthony. Located in the fastest growing area of El Paso, the Master Plan is geared toward providing a sense of place for students, promoting community participation, and partnering and sharing of facilities with Canutillo Independent School District, City of El Paso, and the Northwest Industrial Park. The existing arroyo acts as the axis of the Plan and the building orientation provides the environmentally sensitive design that minimizes earthwork, takes advantage of the desert landscape, the arroyo and its vistas to enhance the student activities. Once the plan is fully developed, a 175,000 square feet building, plus the athletic facilities, will provide the community with state-of-the-art services.

PROJECT: Northwest Campus Master Plan

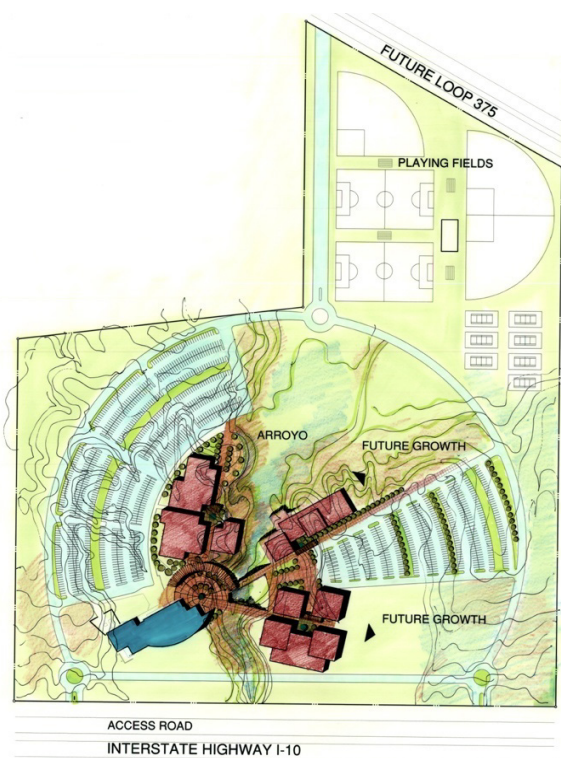
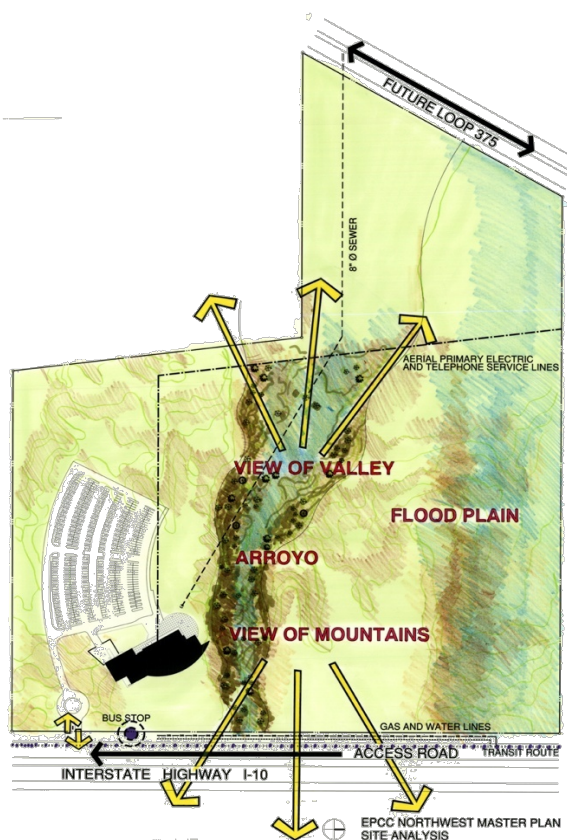
CLIENT: El Paso Community College

LOCATION: El Paso, Texas

BUDGET: \$4.6 Million

SIZE: 25,000 SF on 84 acres

COMPLETION DATE: 1998





Metrohealth Mixed Use, Cleveland

- Three buildings
- \$60M development via public-private partnership
- 250 affordable apartments, 36,000 sf retail
- Funding Cleveland Housing Trust Fund
- Tax credits, Fair Housing Act
- Restaurants, childcare, community space
- Economic Development Center



Cleveland Clinic Mixed Use

- Partnership between the City of Cleveland, Cleveland Clinic, Meijer, and a private developer
- Part of the \$500-million Cleveland Innovation District project
- Mixed-use Fairfax Market composed of a small-format Meijer grocery store (40,000 SF) and an apartment complex
- 196 multi-family apartments with a parking garage and walkable access to the Cleveland Clinic



Johns Hopkins Medical Campus

- 5.5 acres mixed-use
- 194-room, 15-story Residence Inn
- 49 townhomes
- 165,000 SF Johns Hopkins fast-forward incubator, laboratories, and office space



Rockwood Exchange, Cincinnati

- Mixed-use anchored by a 260,000 SF medical office building on a 12-acre site
- 137-room Courtyard by Marriott and 118-room Residence Inn
- Multi-family units, retail
- Two parking garages

EL PASO COMMUNITY COLLEGE

Northwest Campus Master Plan , El Paso

The town center is the first phase of Village One in the new Santa Teresa Development located in Santa Teresa, New Mexico. The town center will contain retail, restaurant, office, and community functions for the new development. These facilities, which will house amenities and services for the residents of the village, will be located around a central plaza which will be the heart of the development. The town center concept is derived from colonial Mexican villages where the town center served as a gathering place and center for the community. The relationship between the exterior and the interior of the buildings is very important in the town center. Buildings around the main plaza will have covered arcades at the street level that will serve as an extension of the sidewalk and the public right of way. On street angle and parallel parking will be provided for the convenience of patrons along with off street parking in lots located behind the buildings surrounding the main plaza. Improvements include the following: A 15,000 square foot single story Community Center and Plaza; A 10,800 square foot single story office building; A 40,000 square foot retail building with a grocery store on the ground level and apartments on the second floor; A 26,000 square foot retail building with retail shell space on the ground floor and apartments on the second floor; The main town center plaza; Streetscape Improvements

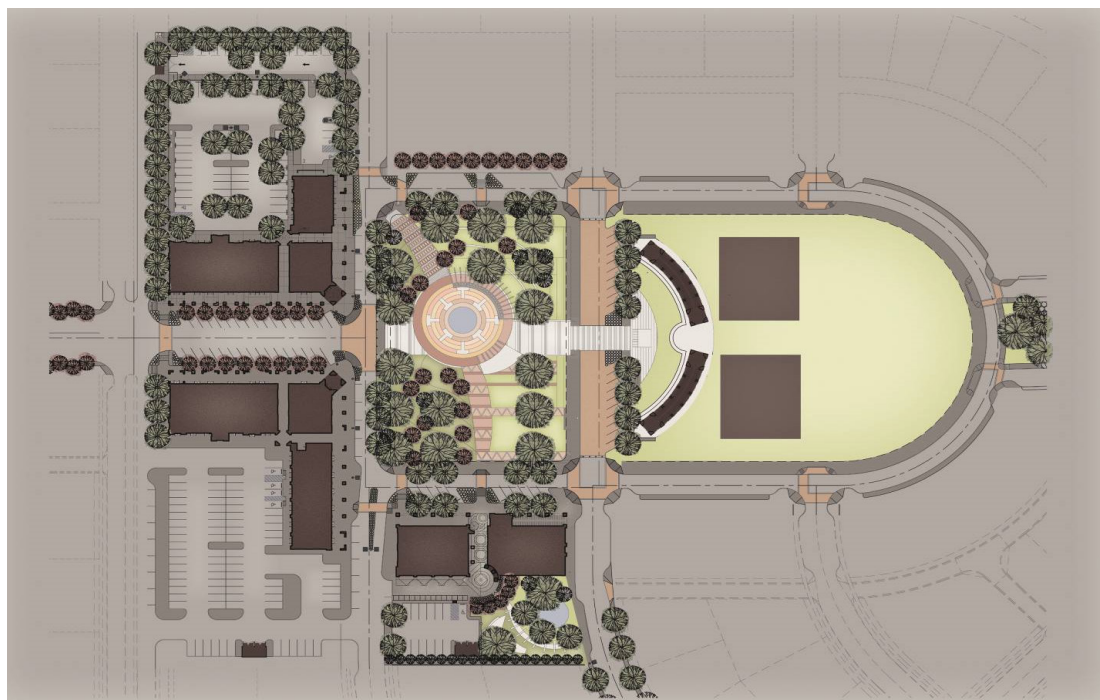
PROJECT: Santa Teresa Village Town Center

CLIENT: Verde Realty

LOCATION: Santa Teresa, New Mexico

BUDGET: \$12 Million

DESIGN START DATE: January 2006





CRITERIA 4

REFERENCES

*(provide at least three relevant references)-
References may be contacted*

REFERENCES



Theo Melancon

Dickinson City Manager
tmelancon@dickinsontexas.gov
(281) 337-2489

Courtland Holman, BSME, PCED

Executive Director of the City of Dickinson
Email: kleemayeager@comcast.net
Phone: 936-776-0195

Justin Ray

Jersey Village Mayor
justin@dacomaventures.com
+1 713-594-5549



"We retained KHJR to develop a master plan for the City's new medical district and town center. KHJR developed an exciting and unique master planned community that promotes an overall theme of wellness to all that will Live, Work and Play in the new community. KHJR's vision is so revolutionary, that I have no doubt that once complete, the City of Lancaster will set the standard for all future planned communities across the nation."

Jason Caudle

City Manager, Lancaster CA



"We are incredibly pleased with our partnership with The KHJR Collaborate Team . They provided their real-estate planning and underwriting expertise on our Caton Ohio Campus Transformation project that we redeveloped in partnership with the city of Cleveland Ohio. The master planning and development of our campus master plan played a pivotal role in our system's transformation strategy. KHJR has proven to be a flexible and trusted partner supporting our needs every step of the way".

"I would recommend KHJR to anyone in need real-estate planning and real-estate development services and look forward to working with KHJR's leadership on many more projects in the future".

Walter Jones. FAIA FACHE, MBA .

Senior Vice President Facility Planning and Development,
Metro Health System
Cleveland Ohio.

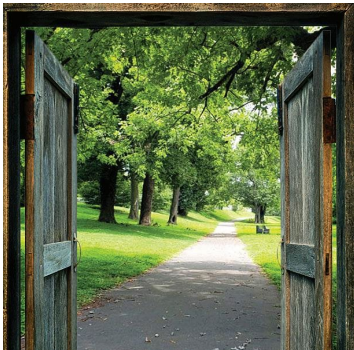


CRITERIA 5

CONTEXT-DEMONSTRATED UNDERSTANDING OF THE CITY'S UNIQUE CHALLENGES, OPPORTUNITIES, AND SUCCESS STATEMENT



Context -Demonstrate Understanding of Cities Unique Challenges, Opportunities and Success Statement.



Over the past few months beginning in Q3 of 2023 KHJR Collaborate has been conducting due diligence and exploring development opportunities for the City of La Marque Texas. In addition to our numerous site visits, property inspections, local meetings, and market research, we reviewed the 2015-2022 City of la Marque, Texas Strategic Economic and Community Development Plan, which addressed the proud history of leadership, accomplishment, and success within the la Marque community. However, as stated in the report, along with statistical information several economic and social difficulties (or challenges) exist.

The current economic strength of the County and State provides unique opportunities for economic renewal and possible dynamic growth and prosperity for the community. This renewal must begin with if an appropriate strategic plan that addresses both public and private interests beginning with the community's need for social, economic, and infrastructure improvements while positioning the city itself as a vibrant, growing, and all-around great place to live, work, and play.

In keeping with the City of La Marque and the La Marque Economic Development Corporation's open and honest review of their community's current conditions, assets, and opportunities, KHJR Collaborate has explored the current opportunities provided by the State with the City. However, along with opportunities there are always challenges that can be conquered by the development of a new and expanded "vision" supported by a more focused and actionable strategic planning effort. The strategic plan should serve as a road map to implement a bold new direction that can provide the citizens of La Marque with a healthier, safer, more enjoyable environment and promote a sustainable bright future for the City.

KHJR Collaborate also recognizes that the citizens and leadership of La Marque seek a better pathway to redeveloping existing areas into sustainable neighborhoods and that provide mixed-use development opportunities resulting in a new fiscally sound and economically sustainable growth platform for the City.

We also believe that as the national economy moves either up or down in the coming years, it will be essential for the City of La Marque to pre-position itself as a unique destination ("The Gateway to the Gulf" as your current tag line states); but more importantly it must also promote La Marque as a safe and fun place to live and raise a family or retire. To outsiders it must be seen as a growing city with new job opportunities, good schools, and plenty of activities for personal and public gain.

Demonstrated Understanding

Some of the City's unique challenges we immediately recognized that we would like to highlight include:

- The crime rate stands out as being unusually high, compared to state and national averages for similar small cities. This issue above all else must be addressed immediately and must be part of all future strategic planning initiatives since most private investment will evaluate this very important marker.
- Lack of organization leading to urban sprawl.
- The lack of a central core, or town center, where pedestrians can gather to shop and socialize.
- The lack of a "gateway" presence (a quality currently promoted by the City).
- Potential future subsidence risks when planning for growth and urbanization.
- Insufficient presence of sidewalks especially along the major streets, wayfinding, and significant enhancements to help attract visitors, future investors, and residents.
- Lack of grocery stores and retail
- An apparent lack of community engagement facilities and youth centers.
- Lack of industry and commerce drivers that will facilitate major economic improvement. Where they exist, we will research how they can be enhanced by attracting new business and industry to La Marque through a successful infrastructure and investment repositioning strategy.

Unique Challenges

KHJR Collaborate also recognizes that the city embarked on an open and honest assessment of its assets and liabilities with the desire to establish a roadmap to a stronger, more prosperous future. We also recognize that community surveys have been done in the past and community engagement initiated through a series of interviews and focus groups that culminated in planning charrettes that identified some of the city's critical issues which we have listed below, (in addition to our comments based on our own initial observations above). The following list of challenges further demonstrates our commitment to conducting due diligence and uncovering some of the unique challenges the citizens of La Marque felt the city is facing. The following is a summary of the critical issues and associated goals identified:

- Critical Issue 1: Blight Reduction
- Critical Issue 2: Quality of education in La Marque
- Critical Issue 3: Infrastructure Needs
- Critical Issue 4: Community Image
- Critical Issue 5: Economic Development
- Critical Issue 6: City's Human Resources
- Critical Issue 7: Communication
- Critical Issue 8: Youth Engagement
- Critical Issue 9: Volunteer Engagement and Development
- Critical Issue 10: Quality of Life Issues
- Critical Issue 11: New Leadership Development Efforts
- Critical Issue 12: Residential Plan
- Critical Issue 13: Resiliency.



Unique Challenges Continued

The KHJR Collaborate team is keenly familiar with the Texas Gulf Coast. We recognize that many rural Gulf Coast communities like La Marque are increasingly facing the impacts of climate change, with La Marque already having experienced and is still recovering from weather-related disasters. Any strategic plan must address strategy that can promote greater resilience, and help identifying ways to strengthen the City's built environment and businesses, provide a better quality of life for residents, and enhance local assets by soliciting impact studies to determine the effects of urbanization on the environment. For this reason, we recommend engaging Walter P. Moore, civil and environmental engineers, to prepare resilience and flood mitigation studies based on future proposed development opportunities. We hope City leadership agrees and elects to expand the study to make Walter P. Moore a part of the team.



Opportunities for Success

KHJR Collaborate recognizes that the City of LA Marque offers tremendous opportunities for commerce and new private business – including public/private economic development opportunities that will help to fuel growth. There is also the opportunity to capitalize on the City’s strategic location along with its longstanding history in sports success. Additionally, we believe the City is well positioned to transform itself into a great place to live by revitalizing and developing areas of the city that includes new mixed-use master planned neighborhoods. We will also evaluate density and zoning to promote infill and organization to counteract urban sprawl, by creating pedestrian centric neighborhoods with a focus on attracting and developing new lifestyle amenities for the people of La Marque including:

- Invest in renewed community development initiative.
- Invest in Reliable, safe utilities and infrastructure,
- Renewed focus on Quality of life issues (IE; Start with The five social determinants of healthy living)
- Good schools,
- Excellent healthcare
- Access to fresh groceries ,shopping and entertainment.
- Diversity in Educational Choices.
- Attracting new businesses and well as promoting existing local business development.
- Promoting outdoor amenities and improving the public realm appearance.
- Demonstrating that La Marque is the gateway to the gulf.
- Reimagining La Marque as a city with a commercially viable walkable – town center strategically located to attract new commerce and serve as a destination location.
- Promote the city’s Geographic location and reimagine what La Marque Outdoors can become.
- Reinvigorate La Marques Amazing Sports legacy and potentially Promote the city as sports and Outdoors place to live work and play.

We believe the City of La Marque can also benefit from a new more effective transportation system with a focus on improving streets and sidewalks, while upgrading the City’s wayfinding, lighting, landscaping, and public gathering areas.

Most of all economic success will be tied to a successful “Growth Plan” that can promote diversity, economic sustainability and focus on both supporting the current base of local small and minority-owned businesses as well as attract new national investment opportunities that can bring high-paying jobs and attract new public-private commerce opportunities that collectively increase the cities tax revenues, allowing for further investment in the growth and revitalization of the city’s public realm, and supporting the revitalization existing neighborhoods. The plan will also promote the creation of new higher density mixed use developments that support the pedestrian centric based town center that generates “a new La Marque lifestyle experience” supported by the legacy of its past.



Success Statement

KHJR Collaborate Team believes that leveraging a “smart growth” approach when creating a strategic Vision for the city of La Marque will set the stage for a more productive and inclusive community engagement process that can help the community achieve their goals for growth and development while maintaining the distinctly rural character of the City of La Marque.

The issues experienced by La Marque in many ways mirror many small towns and rural communities even when factoring in the uniqueness of La Marque's geographic location and culture. However, La Marque can continue to promote and capitalize on its potential for becoming a fast-growing rural area by reinventing itself through demonstrating a commitment to redevelopment such as promoting and or creating new job, housing, and lifestyle opportunities, as well as improving the look and feel of the city's public realm and messaging strategy. In addition, La Marque has an amazing opportunity to reinvent itself as a sports and outdoors destination place. It will also provide a great place to live, work, and play while raising a family.



Factors for Success

Through our work (should we be selected) in partnership with the community at large and city leadership we will identify several “Smart Growth” strategies to develop the final Vision with.

- Focusing on Planning where revitalization is needed and new development should or should not go in order to help encourage smart economically sustainable growth and promote new business development that can thrive including a focus on “lifestyle” and a walkable won center and Main street for families to live close to their daily destinations and serve as a destination place for visitors to experience the cities unique history and great location for sports and outdoor activities.
- Our outreach and strategic planning process will encourage the development of future policies that support walking, biking, and public – private transit opportunities that can serve to help reduce air pollution from vehicles while saving people money and promoting a new industry with high paying jobs.
- We will help city leaders identify policies that protect the rural landscape can help preserve open spaces, protect air and water quality, provide and enhance places for sports and recreation, create tourist attractions that bring investments into the local economy. And Promote Public – Private investment in Sports – Education in the Human Performance industry that can result in an game changing new industry for the city of La Marque as well as uniquely position the city as the Sports and outdoor Collegiate sports training center in Texas and possibly across the nation. *(Refer to KHJR Collaborates NFL Hall of Fame Master Plan in Canton Ohio)*
- KHJR Collaborate will take a comprehensive approach to planning and potentially helping bring private and public investment for growth intended to support a cohesive, community-centered framework for helping to meet current and evolving social economic needs for the citizens of La Marque. We will explore zoning codes, local economic development, climate resilience planning, and community engagement strategies that are key elements in helping us form the foundation of sustainable and equitable growth and a revitalization strategy that is actionable and attractive to investors. Our goal is to become your trusted partner in helping enact La Marque's Vision 2050 strategic plan, which we will help identify, develop, and attract future investment.



CRITERIA 6

COMMUNITY ENGAGEMENT APPROACH





KHJR Collaborate Real Estate Advisors

Community Engagement

The best planning processes include community leaders, landowners, citizens, and stakeholders. What often differentiates successful communities from their neighbors is their willingness to come face-to-face with competing interests and make informed, strategic choices to guide their future. The challenge is finding an appropriate balance between technical information, community values, and public sentiment.

Today's planning participants expect and deserve a forum where information can be easily exchanged but, most importantly, a forum where information is gathered—from them.

The KHJR Collaborate Real-estate Advisory and Strategic Planning Team is known for our experience and diversity. We are expert with engagement strategies, listening skills, and techniques that place an emphasis on increasing the volume and variety of participation. In each engagement, we carefully create equitable access to the community planning process and develop effective methods of gathering information. The thoughtful execution of our community engagement strategies provides an ease of understanding and confidence in engagement results by local decision-makers.

We have a proven Strategy for engaging your community.

Community empowerment and informed decision-making doesn't just happen by accident.

The competition for time requires a diverse approach when considering how best to connect with stakeholders. In addition to representative forms of engagement such as project committees, Our Strategic Planning Team employs a variety of effective in-person techniques including small group meetings, workshops, charrettes, and project symposia as methods where the tangible exchange of ideas occur. However, the ever-increasing demands for participant time also require us to be experts **in social media, online surveys, and virtual online engagement techniques.**

Our proven approach to community engagement has led to local adoption by city leaders that continues well into future master planning and economic development efforts.

Successful community engagement and Visioning is both imaginative and implementation focused. It is a unique “Collaborative Process” that engages community leaders, landowners, stakeholders and citizens to make informed choices.

By capturing the big picture and details that matter, the Visioning process includes developing an understanding of the interrelationship between land use, transportation, economic development, public improvements, and policy.

The KHJR Collaborate Real estate Advisory and Planning Team of professionals help guild the discovery and communication process – providing a comprehensive framework that uses community feedback coupled with data and experience to help leadership evaluate and ultimately collectively craft and communicate an actionable vision for the city of la Marque. Our process typically centers around three (3) basic tenets:

I. Community Engagement : Community outreach and stakeholder engagement are vital to understanding existing conditions and establishing a collective vision. Empowering residents, business owners, stakeholders, staff, and elected officials creates a lasting imprint on the community.

II. Informed Decision-Making : Planning transcends visioning and design. Communicating relevant information to stakeholders allows informed decisions to guide a plan’s development and resulting actions. Deliverables designed for all people—not just technical experts—show how informed input led to priority strategies and initiatives

III. Implementation : The final vision statement should focus on sustainable _ Actionable improvements tailored to la Marques Unique opportunities. The vision must recognize short- and long-term objectives and help guide leadership on how to turn plans into action and serves as what we refer to as “your North Arrow” - providing clear direction on future planning efforts including “what to do next”.



“Our Community Engagement Process leads to an Actionable Community Vision, that will help the city of La Marque’s leaders make future planning and development decisions with confidence”.

OUR APPROACH

Success Opportunities

Successful Economic Development efforts require agile planning and A comprehensive approach to implementing solutions that make communities more attractive to live their best lives, work and thrive.

KHJR Collaborate Real-estate Advisors together with its planning and outreach partners helps local government leaders to successfully address the challenges in building resilient communities and helps capitalize on each community unique opportunities for growth. Our diverse team of highly experienced professionals will help the leaders of the city of La Marque cultivate holistic solutions for short- and long-term economic development activities, from public incentives to strategic planning.

Strategic Planning

Strategic economic development first focuses on generating a market understanding, then, through planning and community stakeholder input, leads to policies, strategies and projects to further influence the market.

Our team of strategic partners are made up of a wide range of Real-estate, Planning and Economic development and community engagement professionals who will work with the leadership of La Marque to determine community needs, goals and opportunities, in order to help you create positive change and advance local and regional economic recovery and growth.

Our Team will help the City of La Marque with:

- Local and regional economic development strategic planning
- Policy positioning and development.
- Revitalization strategies
- Retail and small business support strategies
- Public-private partnership (P3) strategies, targeting economic and real estate development partners.
- Stakeholder education and engagement
- Project facilitation, implementation and evaluation
- Strategic funding planning and implementation

OUR SOLUTIONS

As stated above, Economic development is a “team sport”. It requires the engagement of multiple stakeholders to execute a successful project or develop a long-term strategic vision for growth. As an independent advisor, KHJR Real-estate Advisors provides unbiased and transparent guidance that community leaders can use to make informed decisions and offers the opportunity to “tell your story” to various audiences, from constituents to potential development partners.

OUR MISSION

To help the city of La Marque achieve success with future social and economic development projects and other community-wide goals that are deemed to be sustainable and appropriate for the city of La Marque, providing you a strategic plan that will serve as your road map which will guide you through future master planning and development decisions that will need to be made in order to take the actions necessary to improve the economic state of your city and health and wellbeing of the your community.

KHJR Collaborate Real estate Advisors together with our Strategic Partners understand the complex strategic Challenges that community leaders face when validating their vision and economic plans. We have experience but more importantly our team is passionate about working with the city of La Marque leaders in helping you address your communities’ issues and achieve your strategic plan goals.

We will help you achieve your stated objectives through Analysis, strategy, and planning.

Deliverables will include:

- Economic development strategic plan
- Market studies
- Economic impact analysis
- Industry analysis
- Community and economic data analysis
- Housing strategies

We will also evaluate financing strategy options that can support your current or future “Vision” along with future project implementation underwriting and business strategy needs including but not limited to:

- Real estate P3 (public-private partnership) advisory
- Alternative financing strategies
- Local incentives strategy
- Development analysis
- Economic development bonds
- New Market Tax credits and opportunity zone strategies
- State and federal grant strategies



We will Provide Program management experience and advisory services to support decisions having to do with:

- TIF administration strategies
- TIF projections and cash flow analysis support
- Construction cost analysis
- Property tax abatement
- Grant administration
- Bond post-issuance services
- Economic development performance tracking
- Community Visioning process includes outreach, public communications management and engagement support.

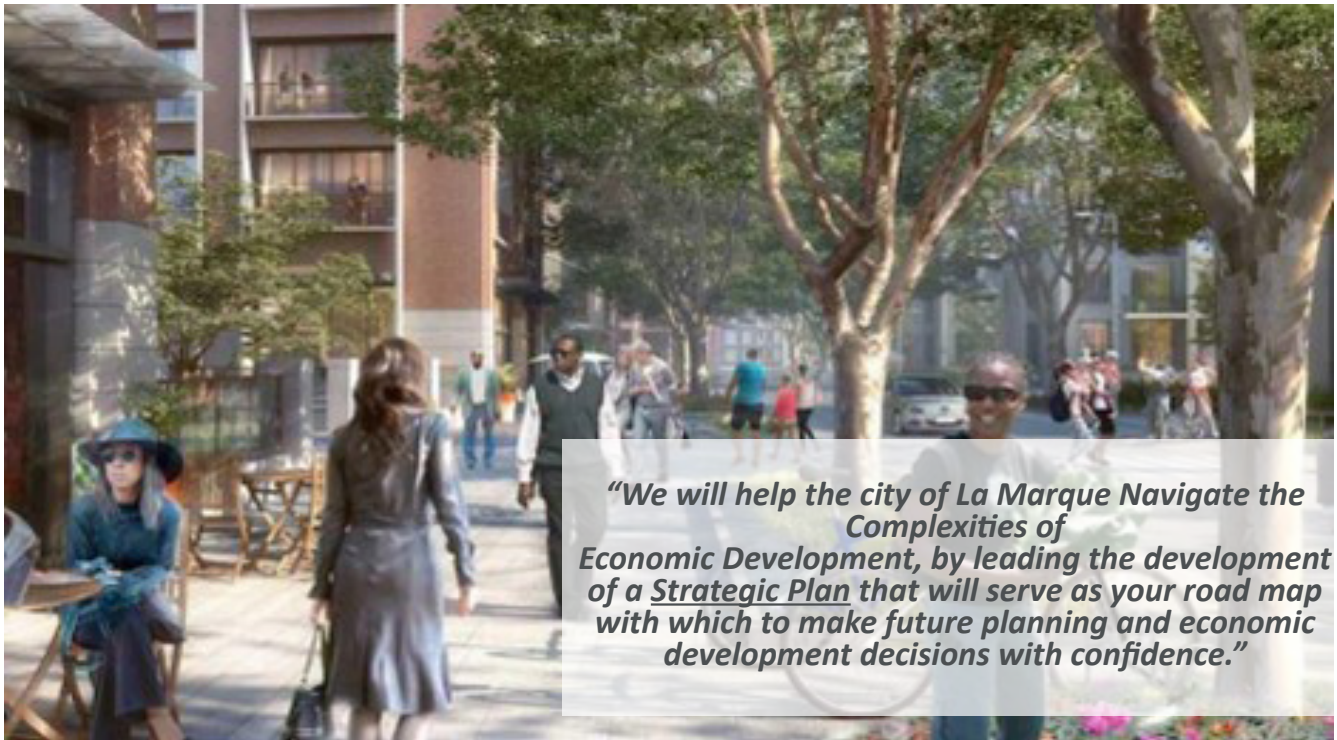
Our Goal is to Address the City of La Marque's stated needs in preparing a comprehensive "Strategic Plan" including:

- Facilitate the creation of the vision statement you seek for the City of La Marque for 2050 based on the analysis of the community visioning process.
- Develop a clear set of goals, action steps and policy statements that define the priorities and vision articulated by citizens and clarify how these goals will be achieved.
- Recommend ways in which the City can be structured to best fulfill the goals and action steps to operate effectively and efficiently to maximize citizen services and sustain these services at a high level.
- Draft a final plan document for review and presentation of the plan to the broader community. Participate in the review and refinement of this document.
- Facilitate the development of performance metrics key indicators and outcomes that can serve as a basis for performance measures for the organization.
- Produce a workable planning document that has broad citizen support, clearly outlines the community vision, and identifies clear policies, goals, and action steps necessary to achieve the community's vision.
- Facilitate the development of a process to keep Boards and Commissions involved and engaged in identifying potential strategic initiatives that support goals and tasks, including use of City Council and Board and Commission meetings to handle strategic discussions, feedback loops, newsletters, and regularly scheduled reviews and reports.
- Facilitate the development of a process that keeps City employees involved and engaged in implementing strategic initiatives that support goals and tasks, including focus groups, departmental plans, annual work plans, feedback loops, newsletters, regularly scheduled reviews and reports.
- Provide regular progress reporting and closely coordinate planning services schedule with the City and its designated project management personnel. Our Program manager will serve as the primary point of contact to the City for the duration of the project and shall attend regular project status and management meetings.
- Provide monthly progress reporting and forecasting of future phases of the assignment as they are released.

Your Future Is Important to us.

When you choose the KHJR Collaborate Team you don't choose talent, experience, and passion, you are choosing an organization that can stick with you over the long run - helping to develop your future master plans as and including bring real world public-private real-estate development and investment opportunities in your community. We stand behind the vision we help you create and are prepared to partner with the city of La Marque on appropriate mixed-use real-estate opportunities that are sustainable, foster economic development and are aligned with your community's needs.

The KHJR Collaborate Team grasps the complex community issues La Marque is faces with today and has invested months in learning and exploring those issues with community leaders and in union with your EDC. Based on our unique understanding of your community and its current development patterns and context we are offering a tailored Strategic planning solution that we believe will meet your stated needs and objectives in the most efficient and cost effective way possible, and will help you Identify your vision and reach critical decisions on how to proceed with future planning and community development issues. We are offering the city of La Marque a highly experienced, divers and versatile Team of professionals including, Economics, civil, transportation, and; planners; architects; and environmental and communication professionals . We have partnered with small to medium sized towns and cities and municipalities across Texas and the country helping them ID their vision and crafting growth strategies that lead to development initiatives that balance economic, environmental, and social values. The KHJR Collaborate Team is focused on your success, and you can look confidently to the future, knowing "we've got your back".





DAYBREAK URBAN VILLAGE RESIDENTIAL
Jordan, UT | Larry H. Miller | 2

CRITERIA 7

STAFF ALLOCATIONS AND LEVEL OF EFFORT

staff	program mgr/planner	Comm Dir	Architect/ planner	designer	CAD	Admin	subtotal hrs	subtotal % of time	task notes/description:
Branding									
Research		8					8		
Audit Comparable Communities		8					8		
Concept & Theme Development (3 levels)		8					8		
Logo Development (3 levels)		8					8		Three stages, Preliminary, Intermediate, & final
Video Development		8					8		Three stages, Preliminary, Intermediate, & final
Presentation deck development		12					12		
Meetings		16					16		
Revisions		8					8		6 meetings @ 4H/meeting
							0		
							0		
Planning - Research									
Code/Zoning			4				4		current
Land Use			4				4		current
Density			4				4		
Transportation			4				4		
Demographics			4				4		age, ethnicity, education, income, religion, etc....
Market Research	24		4				28		existing; potential needs
Environmental Research			4				4		Flood plain, superfund(corps of engineers), wetlands,
Documentation			4			12	16		documentation of current conditions
Graphics			4		12		16		graphics for documentation
							0		
							0		

staff	program mgr/planner	Comm Dir	Architect/ planner	designer	CAD	Admin	subtotal hrs	subtotal % of time	task notes/description:
Planning - Analysis & Recommendations									
general data analysis	8						8		
Code /Zoning							8		recommendations
Land Use							4		recommendations
Density							4		recommendations
Transportation							4		recommendations for improvements
Environmental	8		4				12	36%	
Consultant coordination	8		4				12		planning coordination
Narrative drafts	8		8			4	20		
Narrative final	2		2			5	9		
meetings	24		8				32		6 meetings, documentation
							0		
							0		
Final Deliverables									
Economic Development	8						8		
Communications		4					4		vision/mission
Appendix			4		8	4	16		data & supporting documentation
5-year MP Outline	8		4			4	16	14%	Request of Interest (RFI) documents
							0		
							0		
							0		
							0		
TOTAL	98	80	90	0	20	29	317		
percent of time/staff	31%	25%	28%	0%	6%	9%			

Houly Rates:

Program Manager/Planner	\$	150
Communication Director	\$	85
Architect/Planner	\$	150
Designer	\$	120
CAD	\$	85
Administration	\$	65

Request for Proposal (RFP) for Professional Planning Services - Cover Letter

January 22, 2024

Dear Service Providers:

Attached is a copy of the City of La Marque Request for Proposals ("RFP") for professional planning services for City of La Marque Strategic Plan. These services are being solicited to assist the City of La Marque in its completion of its Vision 2050 Strategic Plan.

Service providers may submit proposals for any or all activities listed in the attached Specifications. Multiple contracts may be awarded as a result of this solicitation. The City of La Marque will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to www.bids.cityoflamarque.org

The deadline for submission of proposals is 10:00 a.m. February 22, 2024. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with any and all service providers submitting timely proposals.

The City of La Marque is an Affirmative Action/Equal Opportunity Employer. Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

Kierra Nance/City Clerk

RFP for Professional Planning Services

The City of La Marque is seeking submittals for well-qualified professional planning services related to the development of a “Vision 2050” Strategic Plan. The plan should serve as a guide to meet the challenges and opportunities of today and the future of La Marque. The following outlines the RFP:

1. Project Information

General Description

The City of La Marque, Texas is requesting submittals for professional planning services related to the development of a “Vision 2050” Strategic Plan for the City of La Marque. The City is seeking qualified consultants with experience in community engagement; land use and infrastructure planning, and municipal analysis.

Scheduled Time Frame

The work is scheduled to begin in March 2024. The City reserves the right to extend and/or expand the scope of this contract, subject to City Council approval and additional funding availability.

Project Budget

Budgets for each portion of the project will be determined by the City in the preliminary stage, with an option to proceed with each portion of the project determined by the City.

City Representative

City Manager or designee, as applicable.

2. Introduction

Community Description

The City of La Marque is strategically positioned in Galveston County, 15 miles south of Houston and four miles north of Galveston. La Marque is the second-fastest-growing city in the County with an estimated population of 20,000, an area of 14.25 square miles and boasting 14.3 miles of I-45 frontage—more than any other city in Galveston County. Citizens enjoy easy, breezy coastal living, abundant housing options and the security of a hurricane protection levee system. La Marque is a sportsman’s paradise and offers access to world-class medical, travel and entertainment options. Citizens and visitors enjoy Bayou Fest, an early fall concert series and BBQ Cook Off offering free family fun. For business, La Marque offers prime I-45 frontage, creative incentives, an abundance of commercial property, a budding downtown revitalization, and build-to-suit opportunities. Citizens and visitors also enjoy easy access to State Highway 3, Farm Roads 2004, 519, 1764 and 1765, and Highway 146. La Marque is the Gateway to the Gulf and the Hub of the Mainland.

Development Patterns & Context

The City of La Marque is a home-rule municipality operating under a Council-Manager form of government. According to data available from a Retail Strategies study completed in 2022, the average home in La Marque is valued at \$282,203 with a 12% growth rate in population. The median household income is \$74,030 with 23.1% of the population holding at least a bachelor’s degree. The retail trade area is the geographic area that La Marque stores draw from. This is about as far as a customer is willing to drive for a product or service. The La Marque Wal-Mart, for example, draws residents from the entire south Galveston County region including Texas City, Dickinson, Santa Fe, Hitchcock, Bayou Vista, and Tiki Island. Qualified businesses located in the Texas City / La Marque Enterprise Zone may qualify for a variety of local and state incentives including certain tax reductions and refunds, and regulatory relief.

A healthy balance of community dynamics, a rebounding national economy and a steady flow of funding are allowing the City to make substantial progress in the fight against blight and promote restoration efforts in some of La Marque’s most historic

neighborhoods. Residential revitalization isn't a new concept - City Council, La Marque Economic Development Corporation and City staff have been working on revitalization efforts for more than a decade.

The difference is that now, La Marque's landscape is changing. It is changing for the better. Historic downtowns across America have been witnessing a revival of sorts. Many generations, both young and old, are becoming increasingly attracted to walkable, urban environments in which to live, shop, work, interact and be entertained.

Previous City Planning Documents

[Strategic-Economic-and-Community-Development-Plan \(cityoflamarque.org\)](http://cityoflamarque.org) – RPC Consulting

3. Scope of Work

Objectives

The primary objective is to provide a Plan based on extensive community engagement that will guide decisions by city leaders, developers, business owners, and citizens. The Plan will examine the challenges and opportunities and provide strategies to address both in the future. Envisioned as a policy guide for the City, the Plan will serve as the framework for current and future planning initiatives. The Plan will spur and direct La Marque's growth and redevelopment. As envisioned, the scope of work for this proposal will primarily consist of, but not necessarily be limited to the following tasks:

- Get to know City Operations and Information:
 - High-level review of existing planning documents, City of La Marque organizational information, budget information, City ordinances, and other related documents available on the City's website to understand current strategies and assess how or if they should be included in the Vision 2050 Strategic Plan. Such information may include its finances, infrastructure, staff, demographics, socioeconomics, education, business development, housing, arts, culture, history, recreation, natural features, geography, entertainment, and technology.
 - Meet with City leaders, community members, and stakeholders to gain a working knowledge of the history, vision, and values of the community.
 - Understand existing programs and partnerships to serve as a baseline to identify service gaps and opportunities for delivery options, partnerships, and collaborations.
- Facilitate a community visioning process.
 - This process may consist of public meetings, stakeholder group sessions, outreach forums, online survey(s), social media, information booths at local events, discussions with City staff, innovative approaches and other appropriate outreach deemed necessary to achieve robust input from this diverse community. These sessions should include a public education component and be considered an important component of community building and civic engagement beyond just the scope of developing a plan.
 - Coordinate a community visioning process with the City's leadership to develop a work plan of activities and communications. The work plan shall include an online presence for this project to promote public involvement that is critical to the success of the process, and similar materials suitable for public distribution and outreach. The leadership team will guide project direction and oversee planning activities.
 - Facilitate the creation of the vision statement for the City of La Marque for 2050 based on the analysis of the community visioning process.
- Develop a clear set of goals, action steps and policy statements that define the priorities and vision articulated by citizens and clarify how these goals will be achieved.
- Recommend ways in which the City can be structured to best fulfill the goals and action steps to operate effectively and efficiently to maximize citizen services and sustain these services at a high level.
- Draft a final plan document for review and presentation of the plan to the broader community. Participate in the review and refinement of this document.
- Facilitate the development of performance metrics key indicators and outcomes that can serve as a basis for performance measure for the organization.
- Produce a workable planning document that has broad citizen support, clearly outlines the community vision, and identifies clear policies, goals, and action steps necessary to achieve the community's vision.
- Facilitate the development of a process to keep Boards and Commissions involved and engaged in identifying potential strategic initiatives that support goals and tasks, including use of City Council and Board and Commission meetings to handle strategic discussions, feedback loops, newsletters, and regularly scheduled reviews and reports.

- Facilitate the development of a process that keeps City employees involved and engaged in implementing strategic initiatives that support goals and tasks, including focus groups, departmental plans, annual work plans, feedback loops, newsletters, regularly scheduled reviews and reports.
- The selected professional planning service shall provide regular progress reporting and will closely coordinate its planning services schedule with the City and its designated project management personnel. The professional planning service shall be required to provide a primary point of contact to the City for the duration of the project and shall be expected to attend regular project status and management meetings. The professional planning service shall provide monthly progress reporting and forecasting of future phases of the project.

The final Plan shall be comprehensive and internally consistent. It will provide long range policy direction for land use, mobility, housing and neighborhoods, community facilities and infrastructure, fiscal sustainability, and hazard mitigation. Ultimately, the Plan will express the community's vision and guide the manner in which development and redevelopment occurs. It will serve as the renewed 'blueprint' for growth as determined by the residents, business owners, stakeholders, and community leaders of La Marque.

General Requirements

The Consultant(s) will have overall responsibility for the creation of the Plan, lead the project, and be responsible for the timely completion of the project. All work shall be completed in accordance with applicable City standards and within the agreed upon timeline. This includes, but is not limited to, preparing and maintaining a detailed project timeline, conducting inclusive and innovation community engagement, leading public hearing(s) and workshops/study session presentations, conducting technical analysis with subsequent recommendations for the Plan, and document and website creation. While creative design is encouraged, all documents related to the Plan shall be consistent with the City's branding standards and will be owned by the City. All materials, online and in print, must be provided in English and Spanish.

Plan Elements

The following outline provides information related to the expected content for the Plan. The Consultant(s) shall take primary responsibility for the completion of these elements. The City encourages the Consultant(s) to take a creative approach to maximize the accessibility of the document and the potential for successful implementation of the recommendations.

a. Introduction & Community Profile

The introduction will orient the reader to the community, history, general existing conditions, current and anticipated trends, demographics, as well as describe the goals and purpose of the planning process.

b. Issues & Opportunities

This element provides a summary of planning issues and opportunities. It may include evaluation of City infrastructure, development patterns, growth models, traffic patterns, and economic needs.

c. Guiding Principles

Guiding principles will reflect and summarize a shared vision for La Marque over the coming decades. Goals and initiatives for each plan element will also be developed.

d. Land Use

This element will describe the land use history of the City and identify the type and intensity of current land use. It will recommend the future distribution, location, and interrelation of public and private land uses. This element shall identify target areas for new development and redevelopment. Recommendations will inform land use and development decisions, economic incentives, capital improvement programs and service delivery. Consultant(s) should also consider the benefits of healthy communities with increased walkability, connectivity, and land use patterns that facilitate mobility.

e. Fiscal Sustainability

This element will assess the relationships between the City's revenue and expenditures, land use, mobility, infrastructure, neighborhood health, and economic development trends. Consultant(s) develop revenue maps and model future development patterns. The models and associated analysis will assist the community in understanding the relationships between land use, tax revenues, and long-term infrastructure and service costs. The analysis will include an assessment of land uses that negatively impact the City's fiscal sustainability. This element will also include recommendations for maintaining a fiscally balanced growth pattern and maximizing efficiency in infrastructure and service delivery.

f. Mobility & Connectivity

Consultant(s) will inventory and analyze various transportation modes and connectivity with attention to the needs of various socio-economic groups. This element will also examine regional transportation initiatives and the impact, if any, on the City. Recommendations should provide for increased mobility and access for all socio-economic groups in the City.

g. Housing and Neighborhoods

This element will address the needs of present residents and those individuals and families anticipated to reside in the City in the future. It will present strategies to ensure that housing opportunities are provided within diverse high-quality neighborhoods that are safe and amenity rich. Recommendations should support housing at various densities and prices, reinvestment in the existing housing stock and the sensitive development of new housing within the fabric of existing neighborhoods.

h. Parks and Recreation & the Natural Environment

The Consultant(s) should incorporate the on-going Parks Master Plan and suggest how the proposed plan elements will be coordinated.

i. Environment

The Consultant(s) will evaluate the City's environmental resources, natural habitat, open space, and related resources. This element will suggest initiatives to improve the natural environment and promote sustainability.

j. Community Facilities & Infrastructure

This element focuses on the public's investment in the design, development and delivery of services and programs. It will assess publicly owned buildings, properties and land in light of present and future needs. The Consultant(s) shall address the provision of utilities and the maintenance of infrastructure to serve existing and future land uses.

k. Hazard Mitigation

La Marque is a coastal community located near to the Gulf of Mexico. Potential hazards include flooding, storm surge, tropical storms, sea level rise, and industrial accidents. The Consultant(s) should propose strategies to promote community resilience.

l. Community Character & Design

This element will examine La Marque as a unique place. It will recommend strategies to highlight La Marque's strengths and demand excellence in the physical appearance of the built environment without creating an undue burden. Where appropriate, this element will identify areas for specific urban design approaches.

m. Economic Development

The City of La Marque Economic Development Corporation recently completed a Strategic Plan (2015-2022). The findings and recommendations shall be integrated into this Plan. This element will also specifically address development types, lifestyle amenities, policies, and approaches.

n. Redevelopment/Reinvestment

This element will provide guidance to the City as an older industrial suburb. Key issues to be considered include more intense development of large lots in older neighborhood; teardown/rebuilding; increasing market demand for rental multi-family housing in single-family neighborhoods; trucking and industrial related uses in mixed-neighborhoods unprotected by deed restriction, and other issues pertinent to mature communities. Redevelopment of industrial, institutional, and commercial areas should also be considered. Findings from other elements that related to redevelopment may be incorporated to support recommendations.

o. Implementation Plan

Policies and initiatives included in the Plan shall be realistic and presented with measurable benchmarks.

Community Engagement Plan

Working with the City and other local partners, the Consultant(s) shall develop a robust community engagement plan to foster meaningful participation and facilitate equitable participation within the community. A CEP is a required deliverable.

The CEP will be designed to:

- Ensure that a clear and responsible community engagement process is implemented;
- Involve a range of approaches and strategies to meet the diverse needs of La Marque's citizens and stakeholders;
- Convey to residents and stakeholders how they can most effectively participate at each state of the planning process;

- Provide opportunities to increase awareness of the Strategic Plan; and
- Build a common understanding of ongoing long-range planning in the City.

The CEP will be a working document. As the planning process progresses, specific outreach approaches will be finalized and other updates will be made as necessary.

Project Management and Coordination

The Consultant(s) shall prepare, submit, and administer a project management plan that specifies a schedule of work; defines the roles and responsibilities of the Consultant(s) and City staff; and identifies specific work tasks, milestones, and community-engagement activities.

Deliverables

The Consultant(s) will develop and deliver a professional Strategic Plan that accomplishing the objectives of the study and meeting the stated needs of the City. The final plan shall be practical and implementable. It shall provide clear direction for development policy decisions, City services, and City projects in the coming years. The deliverables and expectations are as follows:

Strategic Planning Process Components

- Community Engagement Plan (CEP) - At a minimum, the Consultant(s) shall create and execute a community engagement plan that is approved by the City.
- Data inventory and analysis of community indicators including but not limited to demographics, land use, mobility, housing, community facilities, infrastructure, capital improvements and municipal fiscal basis.
- Rational projection of community indicators based on the regional, national, and international context.
- Online engagement platform to present opportunities, events, activities, and Plan progress.
- Integration of existing and forthcoming plans including the Economic Development Strategic Plan and Parks Master Plan
- Use and promotion of City branding
- Renewed and widely-shared vision for the City of La Marque
- Analysis of current City development regulations and policies in relation to the guiding principles to contribute to implementation recommendations
- Interim draft documents of plan elements submitted to the City Manager for review, comment, and approval
- Implementation Plan -At a minimum the implementation plan shall:
 1. Identify recommended projects, programs and policies, and describe their scope
 2. Estimate project costs based on commercially available data with cost escalation projections over time (5-year, 10-year, 15-year, 20-year)
 3. Identify potential partners and funding sources
 4. Provide realistic phasing and timelines for projects with potential project barriers and milestones per recommendation
- Public Draft document presented to the City Manager, City Council, and Public
- Final Draft document presented at a City Council hearing and before any other official body necessary to secure adoption of the Plan
- Final Plan translation into Spanish and presented online to encourage continued interaction

4. Proposed Cost of Services

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required. The specific projects and amounts are yet to be determined.

5. Evaluation Criteria

Qualification submittals will be evaluated using the criteria listed below to ascertain which submittal best meets the requirements of the City. The selection of a successful respondent shall be based on, but not limited to, the listed criteria and the quality and

completeness of the submission. The factors to be considered during the evaluation and the associated weights are listed in the following table.

Evaluation Criteria	Points
<i>Project Work Program and Schedule</i>	20
<i>Project Organization and Management</i>	20
<i>Qualifications and Experience</i>	15
<i>References (provide at least three relevant references)- References may be contacted</i>	15
<i>Context- Demonstrated understanding of the City's unique challenges, opportunities, and success statement</i>	10
<i>Community Engagement Approach</i>	10
<i>Staff Allocations and Level of Effort</i>	10
Total Points Possible	100

6. Submission Requirements

- A **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that The City of La Marque may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **Form CIQ.** Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your proposal in .pdf format via website to www.bids.cityoflamarque.org **OR** submit your proposal to the address below on a thumb drive **OR** submit 6 copies of your proposal of services and a statement of qualifications for the proposed services to the following address: Attn: City of La Marque, City Clerk, 1111 Bayou Road, La Marque, Texas, 77568. Proposals must be received by the Entity no later than 10:00 a.m. on February 23, 2024, to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to m.halbrook@cityoflamarque.org at least 3 business days prior to the deadline. Entity may, if appropriate, circulate the question and answer to all service providers submitted proposals.



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 8.XV.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Discussion / possible action regarding the establishment of a Memorandum of Understanding between the City of La Marque and Ignite Community School Mainland

STAFF BRIEFING:

This memorandum will grant non-exclusive permission to Ignite Community School Mainland to utilize certain city facilities owned by the City of La Marque. In turn, Ignite Coimmunity School Mainland will also grant non-exclusive permission to the City of La Marque to utilize their facilities and upon non-business hours of use, the City will be liable for the opening and closing of the the Ignite school facility through agreed measures.

HISTORY:

FISCAL IMPACT:

n/a

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

Section 1. Parties. This Agreement (“Agreement” is made by and between the City of La Marque, Texas (“City”) and Ignite Community School Mainland (“Ignite”).

Section 2. City hereby grants Ignite non-exclusive permission to use the certain facilities owned by the City of La Marque, Texas identified in Exhibit 1 (the “City Facilities”) for the hosting of basketball games, flag football games, soccer games, baseball games, and track meets. Ignite hereby grants City non-exclusive permission to use certain facilities owned by Ignite identified in Exhibit 2 (the “Ignite Facilities”). In the event City wishes to use Ignite Facilities during non-business hours City shall open and close the Ignite Facilities.

Section 3. Consideration. As consideration for the use of the City Facilities, Ignite shall allow the City to use the Ignite Facilities.

Section 4. Term and Termination. This Agreement shall last for a period of one year commencing on May 1, 2024 and terminating on April 30, 2025 and renewing for additional one year terms thereafter unless notice of termination is provided by either party at least 30 days before the end of the initial term or any renewal thereof. Notwithstanding the foregoing the City may at any time on at least 30 days’ advance written notice to Ignite terminate Ignite’s rights to use the City Facilities. Ignite shall provide the City Manager or his designee with a schedule of days. Ignite will use the City Facilities. Within 30 days after this Agreement is executed by all parties, Ignite shall deliver to City the dates it wishes to use the City Facilities. Subject to City’s acceptance of such dates Ignite shall have exclusive use of the City Facilities on those dates. When Ignite is not using the City Facilities for practices and/or games, the City Facilities may be used by the general public for recreational purposes. Ignite shall not sublet the City Facilities to any other organization for any purpose without the express written consent of City which may be withheld for any reason or no reason.

Within 30 days after this Agreement is executed by all parties, City shall provide Ignite with a schedule of days City wishes to use the Ignite Facilities. Subject to Ignite’s acceptance of such dates City shall have exclusive use of the Ignite Facilities on those dates. When City is not using the Ignite Facilities the Ignite Facilities may be used for any other purpose by Ignite. City shall have the right to allow third party organizations to use the Ignite Facilities on days approved for City usage.

The exclusive usage dates referenced in this Section 4 shall be updated within 30 days of each renewal of this Agreement.

Section 5. Actions upon Termination and Indemnity. Upon termination or expiration of this Agreement, Ignite shall relinquish use and possession of the City Facilities to City and leave all fixtures and improvements, including appliances, placed on the City Facilities at the City Facilities and upon acceptance by City said fixtures and improvements, including appliances, shall become the property of City. Ignite shall not make any improvements to the City Facilities without the prior written approval of City, which may be withheld for any reason.

Ignite shall defend, indemnify and hold harmless City from any and all liabilities for payment of any obligations incurred by Ignite or due to any improvements placed upon the City Facilities. Ignite shall not encumber in any manner nor permit a lien of any type to be placed on the City Facilities and Ignite shall defend, indemnify, and hold harmless City from all financial obligations, encumbrances, or liens placed on the City Facilities as a result of the actions of Ignite. This section shall survive any termination of this Agreement.

Upon termination or expiration of this Agreement, City shall relinquish use and possession of the Ignite Facilities, to City and leave all fixtures and improvements, including appliances, placed on the Ignite Facilities at the Ignite Facilities and upon acceptance by Ignite said fixtures and improvements, including appliances, shall become the property of Ignite. The Ignite Facilities will be returned to Ignite less ordinary wear and tear. City shall not make any improvements to the Ignite Facilities without the prior written approval of Ignite, which may be withheld for any reason.

Section 6. Equal Opportunity. Ignite shall not discriminate against any person on the basis of race, religion, sex, age, disability, or national origin.

Section 7. Maintenance and Responsibility. Ignite may provide supplemental mowing of the City Facilities at its own expense. Ignite shall at its own expense be responsible for any necessary preparation of the City Facilities. Ignite shall remove all trash and discarded items from the City Facilities after use. A minimum fee of \$100 will be charged if City staff are required to perform this work; additional fees will be charged to cover the City's costs in cleaning up the City Facilities after use.

City shall remove all trash created by City events at the Ignite Facilities after use. A minimum of \$100 will be charged if Ignite staff are required to perform this work; additional fees will be charged to cover Ignite's costs in cleaning up the Ignite Facilities after use.

Section 8. Insurance and Indemnification. **IGNITE SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY "CITY OFFICIALS") FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, AND DAMAGES (INCLUDING ATTORNEYS' FEES) THAT MAY BE CAUSED BY THE USE OF THE CITY FACILITIES BY IGNITE OR IGNITE'S INVITEES INCLUDING CLAIMS ARISING AS A RESULT OF THE CITY OR CITY OFFICIAL'S NEGLIGENCE BUT EXCLUDING SUCH CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE CITY OR CITY OFFICIALS.** Ignite shall also obtain and maintain a general liability insurance policy naming City as an additional insured in an amount of not less than \$1,000,000.00 per person for bodily injury, not less than \$1,000,000.00 for property damage and an aggregate of not less than \$1,000,000.00 per occurrence. This section shall survive any termination of this Agreement.

Section 9. Validity. Each section, subsection, provision, requirement, and restriction established by this Agreement is independent and the holding of any part of this Agreement to be

unconstitutional, ineffective, or invalid for any cause shall not affect or render invalid any other part of the Agreement or amendments hereto.

Section 10. Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement.

Section 11. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement is performable in Galveston County, Texas and all disputes arising out of this Agreement shall be submitted to a court sitting in Galveston County Texas. In the event of any dispute arising out of this Agreement City shall be entitled to recover its reasonable attorneys' 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.

Section 12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Ignite shall not assign this Agreement without the prior written consent of City which may be withheld for any reason.

Section 13. Counterparts. This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same document.

Section 14. Notices. All notices required to be sent under this Agreement shall be sent to the following addresses:

Ignite
Ignite Community School Mainland
Attn: Campus Director
319 Newman Rd.
La Marque, TX 77568

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

With a copy to:
1111 Bayou Road
La Marque, TX 77568
Attn: Public Works Director

Section 15. Promotion. Ignite shall use its best efforts to promote the City of La Marque, Texas when advertising for events occurring at the City Facilities.

Section 16. Employment. Ignite shall utilize its best efforts to employ citizens of City and utilize the services of businesses located in the City.

Executed this _____ day of _____, 2024.

Ignite

City

By: _____
Its: _____

By: Cesar Garcia
Its: City Manager

ATTEST:

By: Kierra Nance
City Clerk

PERMIT REPORT FOR 03/01/2024 th

Permit Type	# Issued
New Residential Home	27
Residential Remodel	5
New Commercial	2
Commercial Remodel	22
Commercial Civil Permit	7
Commercial Civil Remodel	0
Commercial Civil Plan Review	5
Address Request	0
Alarm (Residential & Commercial)	3
Bulkhead	2
Certificate of Occupancy (Commercial)	1
Culvert Setting	1
Demolition	0
Driveway / Sidewalk	0
Electrical (Commercial & Residential)	30
Fence	1
Fill Dirt	1
Fire Sprinkler & System Plan Review	2
Fire Department Temporary Operations	0
Flamable Liquids	0
Foundation Repair/Lift	1
Garage Sale	5
Generator (Stand By Residential)	1
Liquor Permit	1
Mechanical (HVAC)(Commercial & Residential)	19
Drainage Plan Reviews (Residential)	1
Plumbing Irrigation (Residential)	1
Plumbing (Gas Test)	6
Plumbing (Residential)	17
Plumbing Remodel (Residential)	1
Plumbing Remodel (Commercial)	0
Plumbing (Water Heater)	2

Plumbing (Water/Sewer Line)	2
Pool	1
Roof & Re-Roof (Commercial & Residential)	23
Right of Way-PW	1
Solar Panel	2
Solar Panel Plan Review	1
Substandard Repair	0
Temporary Construction Trailer	0
Wrecker Yearly Fee	0
TOTALS	194

Some fees are not listed, Planning & Zoning Fees (Plats, Variances, et Clerk, Court, and Public Works "no charge permits" and developments

iru 03/29/2024

Value Estimate by	
Contractor	Fee Collected
\$3,048,018.50	\$193,233.75
\$85,840.00	\$12,482.00
\$665,599.78	\$9,176.00
\$2,430,000.00	\$38,795.00
\$5,308,865.95	\$96,714.67
\$0.00	\$0.00
\$4,640,440.95	\$88,530.42
0	\$0.00
0	\$340.00
\$35,000.00	\$600.00
0	\$250.00
0	\$1,360.00
\$0.00	\$0.00
\$0.00	\$0.00
\$231,400.00	\$8,508.50
\$8,350.00	\$100.00
\$0	\$0.00
\$24,940.00	\$1,000.00
0	\$0.00
0	\$0.00
\$15,950.00	\$250.00
0	0
\$9,500.00	\$250.00
0	\$600.00
\$146,745.14	\$6,483.62
0	\$150.00
\$6,000.00	\$412.50
\$14,775.00	\$750.00
\$102,064.00	\$6,375.00
\$3,850.00	\$250.00
\$0.00	\$0.00
\$6,163.28	\$200.00

\$25,798.50	\$200.00
\$62,074.00	\$450.00
\$346,100.00	\$2,800.00
0	\$0.00
\$21,905.60	\$500.00
0	\$150.00
0	\$0.00
0	\$0
0	\$0.00
\$17,239,380.70	\$470,911.46
cc), Fire, Utilities, City in the planning stage.	

MARCH 2024

FIRE PREVENTION MONTHLY STATS



13

INSPECTIONS

FOSTER HOMES: 0 NEW C OF OS ISSUED: 2
COMMERCIAL: 11
PRE-DEVELOPMENT MEETINGS: 4

6

INVESTIGATIONS

ARSON ARRESTS: 0 STRUCTURES: 0
OUTSIDE/OTHER : 6 MUTUAL AID: 0

7

PLAN REVIEWS (COMMERCIAL PLANS)

1

FIRE PREVENTION

PRESENTATIONS: 1 STATION TOURS: 0
SMOKE DETECTOR INSTALLS : 0

**INSPECTIONS YEAR
TO DATE TOTAL:**

63

**INVESTIGATIONS YEAR
TO DATE TOTAL:**

21

MARCH 2024



CODE ENFORCEMENT MONTHLY STATS

84

OFFICER INITIATED CASES

26

**CITIZEN INITIATED CASES
(REQUEST TRACKER)**

56

BANDIT SIGNS REMOVED

79

CASES CLOSED

110

TOTAL CASES

**Yearly
Submitted Total:**

185

**Year-to date Cases
Closed Total:**

141

MARCH 2024

FIRE OPERATIONS MONTHLY STATS



6

FIRE CALLS

RESIDENTIAL: 0 VEHICLES: 3
COMMERCIAL: 0 OUTSIDE: 3

57

MUTUAL AID CALLS

12

MOTOR VEHICLE ACCIDENTS

261

EMS RESPONSE

8

CAR SEAT INSTALLS

TOTAL CALLS: 463

**EMS YEAR TO
DATE TOTAL:**

1421

**FIRE YEAR TO
DATE TOTAL:**

1074

La Marque Public Library

March 2024



Money Saved
\$8,752.00



Visitors
1,527



Computers
Users - **295**
Time - **265 hrs.**



Circulation
832 items



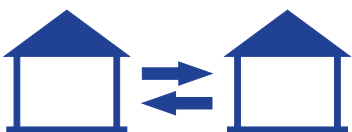
Programs - **31** Attendance - **457**



New Items
6 added



New Accounts
30 cards



Inter-Library Loans
20 items



Digital Circulation
230 items

Notable Events

March 2024



Youth Program Coordinator, Sarah Tamayo, visited Hitchcock Primary School for Read Across America on March 6. Sarah also did a presentation in partnership with Higher Up Texas at La Marque High School where she spoke with students about library programs and services.

Library staff added several programs to the March calendar for spring break including a Boba Tea tasting on March 16.

Amy Miller attended the monthly meeting of Galveston County Library directors at Helen Hall Library on March 12.

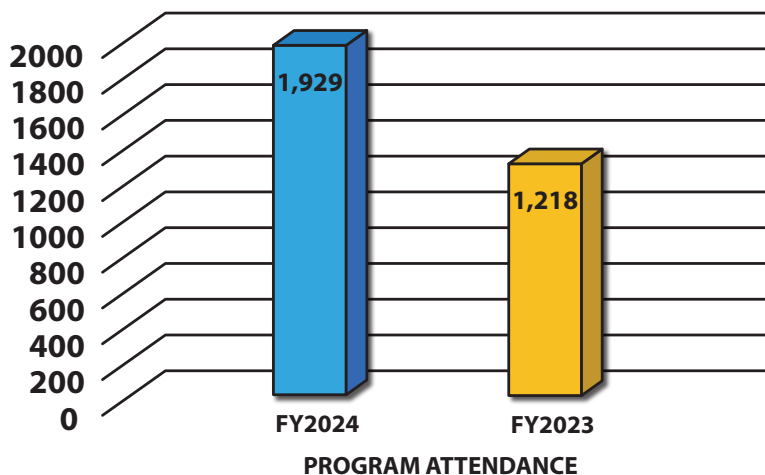
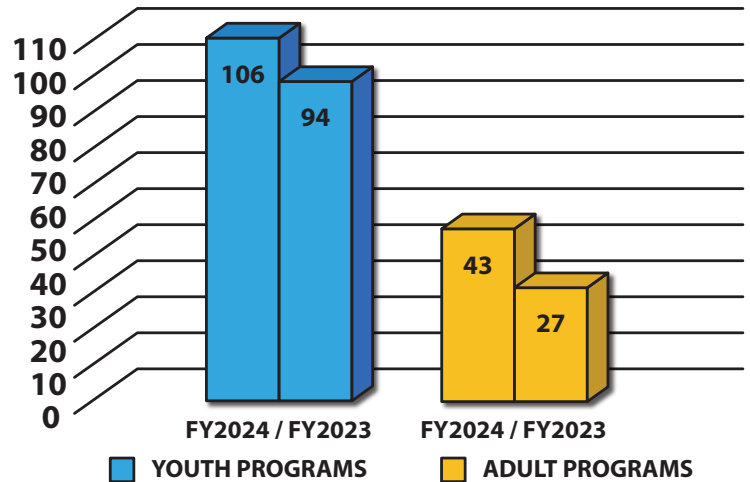
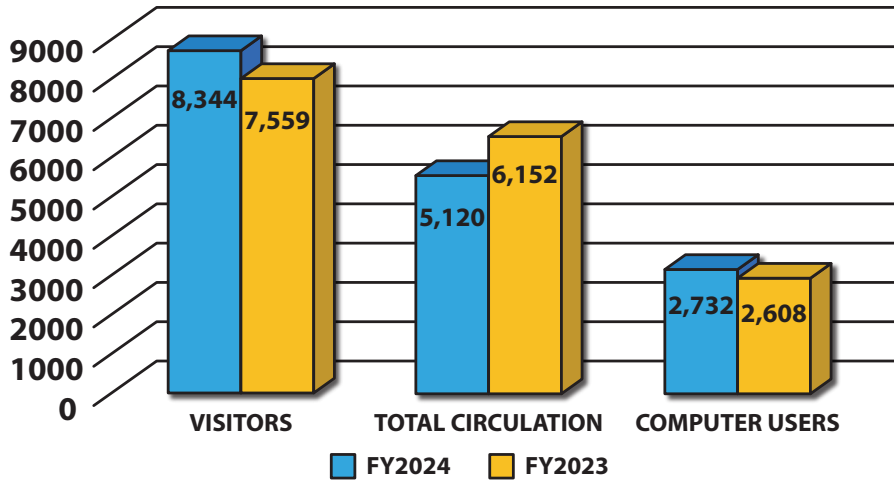
La Marque Library hosted a program on job assistance for teens in partnership with the Resource Crisis Center on March 20.

Library staff assisted with the Easter Egg Hunt in Walter Feigel Park on March 23. Along with the egg hunt, there were games, bubble painting activities and pictures with the Easter bunny.

In cooperation with Texas City La Marque Chamber of Commerce and La Marque EDC, the library hosted the Mayor's Small Business Series on March 25. Twenty-two attended a presentation by Amy Reid of the Texas Gulf Coast SBDC on starting a successful small business.

La Marque Public Library

March 2024 YTD Comparisons





CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Randall Aragon

Department: Police

Agenda Item: 9.IV.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

Monthly Crime Statistics for March 2024

HISTORY:

Reported monthly.

FISCAL IMPACT:

N/A.



Effective 3/31/2024

LA MARQUE POLICE DEPARTMENT:

Calendar Year Metrics:

Legend: YTD- Year to Date
LYTD = Last Year to Date
STP = Same Time Period as Current Year
YPC = Yearly Percentage Change

La Marque Pop. 20,254
Officers per 1K Pop: LMPD 2.01 / Texas 2.0 (estimated)

ARREST DATA:

Type	2021	2022	2023	2024	Total
Adult	1062	1629	2254	530	5475
Juvenile	5	5	10	7	27
Total	1067	1634	2264	537	5502

ARREST DATA:

IBR Offense	2021	2022	2023	2024	Total
DRIVING UNDER THE INFLUENCE	31	40	98	50	219
DRUG/NARCOTIC OFFENSES	61	140	177	65	443
Total	92	180	275	115	662

Calls for Service

Year	Count
2024	4188
2023	14230
2022	13698
2021	13478
Total	45594

City of La Marque Data

Year ibrdesc (groups)	2021			2022			2023			2024		
	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP
VIOLENT CRIME	626.81	-18.63%	29	530.19	-15.41%	23	528.29	-0.36%	14	93.81	35.71%	19
PROPERTY CRIME	3,030.47	-20.02%	125	3,048.62	0.60%	189	1,797.18	-41.05%	89	266.61	-39.33%	54
Total	3,657.27	-19.69%	154	3,578.81	-2.15%	212	2,320.53	-35.16%	103	360.42	-29.13%	73

Year ibrdesc (groups)	2021			2022			2023			2024		
	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP	Crime Rate	Crime Rate YPC	STP
▣ VIOLENT CRIME	626.81	-18.63%	29	530.19	-15.41%	23	528.29	-0.36%	14	93.81	35.71%	19
▣ SEX OFFENSES (FORCIBLE)	212.57	56.38%	10	201.47	-5.22%	4	162.93	-19.13%	6	34.56	16.67%	7
FORCIBLE RAPE	109.01	37.48%	4	132.55	21.59%	4	128.37	-3.15%	5	34.56	40.00%	7
FORCIBLE SODOMY	10.90	-35.84%		5.30	-51.36%			-100.00%				
FORCIBLE FONDLING	92.66	133.71%	6	63.62	-31.34%		34.56	-45.68%	1		-100.00%	
▣ ROBBERY	70.86	-51.88%	4	42.42	-40.14%	4	64.18	51.32%		9.87		2
ROBBERY	70.86	-51.88%	4	42.42	-40.14%	4	64.18	51.32%		9.87		2
▣ HOMICIDE OFFENSES	27.25	60.39%	1	21.21	-22.18%	1	14.81	-30.16%	1	4.94	0.00%	1
MURDER/NON NEGLIGENT MANSLAUGHTER	21.80	28.31%	1	21.21	-2.73%	1	14.81	-30.16%	1	4.94	0.00%	1
NEGLIGENT MANSLAUGHTER	5.45				-100.00%							
▣ ASSAULT OFFENSES	316.13	-32.75%	14	270.40	-14.47%	15	286.36	5.90%	7	44.44	28.57%	9
AGGRAVATED ASSAULT	316.13	-32.75%	14	270.40	-14.47%	15	286.36	5.90%	7	44.44	28.57%	9
▣ PROPERTY CRIME	3,030.47	-20.02%	125	3,048.62	0.60%	189	1,797.18	-41.05%	89	266.61	-39.33%	54
▣ MOTOR VEHICLE THEFT	354.28	-22.78%	16	328.72	-7.21%	15	261.68	-20.40%	13	54.31	-15.38%	11
MOTOR VEHICLE THEFT	354.28	-22.78%	16	328.72	-7.21%	15	261.68	-20.40%	13	54.31	-15.38%	11
▣ LARCENY/THEFT OFFENSES	2,136.59	-22.06%	86	2,131.38	-0.24%	122	1,086.21	-49.04%	44	148.12	-31.82%	30
THEFT FROM BUILDING	92.66	-9.11%	6	84.83	-8.45%	5	49.37	-41.80%	2		-100.00%	
THEFT FROM COIN OPERATED MACH/DEV	5.45	-3.77%		5.30	-2.73%		14.81	179.37%	1	9.87	100.00%	2
THEFT FROM MOTOR VEHICLE	555.95	-25.64%	14	418.85	-24.66%	14	167.87	-59.92%	7	19.75	-42.86%	4
THEFT MV PARTS OR ACCESSORIES	158.06	16.28%	12	121.94	-22.85%	3	79.00	-35.22%	2	9.87	0.00%	2
THEFT-POCKET-PICKING		-100.00%										
THEFT-PURSE SNATCHING				5.30				-100.00%				
THEFT-SHOPLIFTING	1,324.47	-24.08%	54	1,495.15	12.89%	100	775.16	-48.16%	32	108.62	-31.25%	22
▣ BURGLARY/B&E	539.60	-10.96%	23	588.52	9.07%	52	449.29	-23.66%	32	69.12	-56.25%	14
BURGLARY/BREAKING & ENTERING	539.60	-9.27%	23	588.52	9.07%	52	449.29	-23.66%	32	69.12	-56.25%	14
BURGLARY/BREAKING AND ENTERING		-100.00%										
Total	3,657.27	-19.69%	154	3,578.81	-2.15%	212	2,320.53	-35.16%	103	360.42	-29.13%	73



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Stacy Froeschner

Department: Court

Agenda Item: 9.V.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

Replacing 8 ticket writers and printers for the police department and adding 3 ticket writers and printers for the fire department. The current ticket writers are 7 years old and not working properly. This purchase also includes the transition from using ticket writers to cell phones. The court technology fund will fund the entire purchase and upgrade cost.

HISTORY:

n/a

FISCAL IMPACT:

n/a



Final Details for Order #112-5920272-1769853

Paid By: City of La Marque
Placed By: Kyle
Order Placed: March 26, 2024
PO number : CourtTechnology-ticketwriters
Amazon.com order number: 112-5920272-1769853
Order Total: \$35.16

Shipped on March 26, 2024	
Items Ordered	Price
6 Of: Ailun Glass Screen Protector for iPhone 15 Plus/iPhone 15 Pro Max [6.7 Inch] Display 3 Pack Tempered Glass, Sensor Protection, Dynamic Island Compatible, Case Friendly Sold by: AilunUS (seller profile) Product question? (Ask Seller) Business Price Condition: New	\$5.86
Shipping Address: Kyle Hunter IT BUILDING C PUBLIC WORKS 4916 TEXAS AVE LA MARQUE, TX 77568-3048 United States	Item(s) Subtotal: \$35.16 Shipping & Handling: \$0.00 ----- Total before tax: \$35.16 Sales Tax: \$0.00 -----
Shipping Speed: Delivery in fewer trips to your address	Total for This Shipment: \$35.16 -----

Payment information	
Payment Method: Pay by invoice	Item(s) Subtotal: \$35.16 Shipping & Handling: \$0.00 ----- Total before tax: \$35.16 Estimated Tax: \$0.00 ----- Grand Total: \$35.16

To view the status of your order, return to [Order Summary](#) .

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc.



Final Details for Order #112-1795248-7663417

Paid By: City of La Marque
Placed By: Kyle
Order Placed: March 26, 2024
PO number : CourtTechnology-ticketwriters
Amazon.com order number: 112-1795248-7663417
Order Total: \$749.85

Shipped on March 27, 2024	
Items Ordered	Price
15 of: OtterBox iPhone 15 Pro MAX (Only) Defender Series Case - BLACK, screenless, rugged & durable, with port protection, includes holster clip kickstand Sold by: Amazon.com Condition: New	\$49.99
Shipping Address: Kyle Hunter IT BUILDING C PUBLIC WORKS 4916 TEXAS AVE LA MARQUE, TX 77568-3048 United States	Item(s) Subtotal: \$749.85 Shipping & Handling: \$0.00 ----- Total before tax: \$749.85 Sales Tax: \$0.00 -----
Shipping Speed: FREE Prime Delivery	Total for This Shipment: \$749.85 -----

Payment information	
Payment Method: Pay by invoice	Item(s) Subtotal: \$749.85 Shipping & Handling: \$0.00 ----- Total before tax: \$749.85 Estimated Tax: \$0.00 ----- Grand Total: \$749.85

To view the status of your order, return to [Order Summary](#) .

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FirstNet Pricing Quote for:

City of La Marque

Date: January 12, 2023

Quote Valid for 30 Days

Pricing based on TX DIR Contract DIR-TELE-CTSA-002, TEXAN 2021

Monthly Recurring Charges - Voice & Data Access

Plan Descriptions

FirstNet Unlimited Smartphone Enhanced - Unlimited talk, text, data, hotspot

FirstNet Unlimited Smartphone Standard - Unlimited talk, text & data

FirstNet Wearable Plan

FirstNet Unlimited Data Only Plan

Static IPs

**No throttling on FirstNet Unlimited plans*

Devices

One-Time Charges - Devices

Band14 FirstNet Ready Voice Devices

iPhone 15 Pro Max 256Gb

Equipment Trade-In Quote

**Subject to change based on date of acceptance and final equipment list*

Summary

FirstNet Monthly Recurring Charges

Equipment Costs	Credits	Total Equipment Costs less Credits

Monthly Charge	Minutes	Text	Data Included	New Lines
\$40.99	Unlimited	Unlimited	Unlimited	14
\$38.49	Unlimited	Unlimited	Unlimited	0
\$25.00	Unlimited	Unlimited	Unlimited	0
\$30.00	N/A	N/A	Unlimited	0
\$3.00	N/A	N/A	N/A	0

[illegible]

\$573.86

\$8,436.87		
\$0.00	Monthly Savings	
\$8,436.87	Annual Savings	

www.firstnet.com

Total Monthly Charges
\$573.86
\$0.00
\$0.00
\$0.00
\$0.00

\$750.00

\$176.14
\$2,113.68



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 1,500
Third-Party Products	\$ 6,930
Other Cost	\$ 0
Estimated Travel	
Total One-Time Cost	\$ 8,430
Annual Recurring Fees/SaaS	\$ 1,530
Tyler Software Maintenance	\$ 0



Quoted By:
Quote Expiration:
Quote Name:

James Mulvey
4/24/24

Sales Quotation For:

La Marque Police Department
431 Bayou Rd
La Marque, TX 77568-4147
Phone: 4099389269

Shipping Address:

La Marque Police Department
431 Bayou Rd ATTN: Stacy Froeschner
La Marque, TX 77568-4147

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
License				
REF License - iOS [3]	3	\$ 510	\$ 0	\$ 1,530
TOTAL				\$ 1,530

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Project Management	1	\$ 1,500	\$ 0	\$ 1,500	\$ 0
TOTAL				\$ 1,500	\$ 0

2024-455571-F1P2W9

CONFIDENTIAL

Page 1

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	11	\$ 630	\$ 6,930	\$ 0	\$ 0
TOTAL			\$ 6,930		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 1,530
Total Tyler Services	\$ 1,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 6,930	\$ 0
Contract Total	\$ 9,960	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____

P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:
<https://www.tylertech.com/terms/tyler-saas-services>.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



La Marque, TX (PD) Enforcement Mobile

Kick Off Meeting 04/02/2024

My.Brazos # 2000

Control ID: 2024-455571-F1P2W9



Enforcement Mobile Formerly Brazos **Your Partner for eCitations**

- Founded in 2000 – joined Tyler in 2015
- Based in College Station, TX
- 1,000+ Clients in 40 States
- Nearly 100,000 Officers Using Software
- 12 Million Citations Generated Annually
- 55 Employees Dedicated to Brazos

More than just eCitations



Citations/Warnings	Criminal Trespass
Activity Reports	NCIC Returns
Parking	Tow Reports
e-Chalk	Building Security Checks
Field Interviews	Animal Control
Driver Exchange	Code Enforcement
Language Translation	K9 Activity Tracking
Crash Reporting	Building Inspections
Racial Profiling Report	Fire Hydrant Checks
Equipment Check In/Out	Health Inspections

AND MORE!

Project Scope Review

**Adding an iOS to the existing config
my.brazos #2000**

Task: eCitation

Licenses: (3) iOS configuration

Hardware: (11) ZQ521 Zebra Printers

Will be using the existing Incode Interface
All Texas Stop Data as required
No Training included.

Question:

What type of iOS devices will you be using?



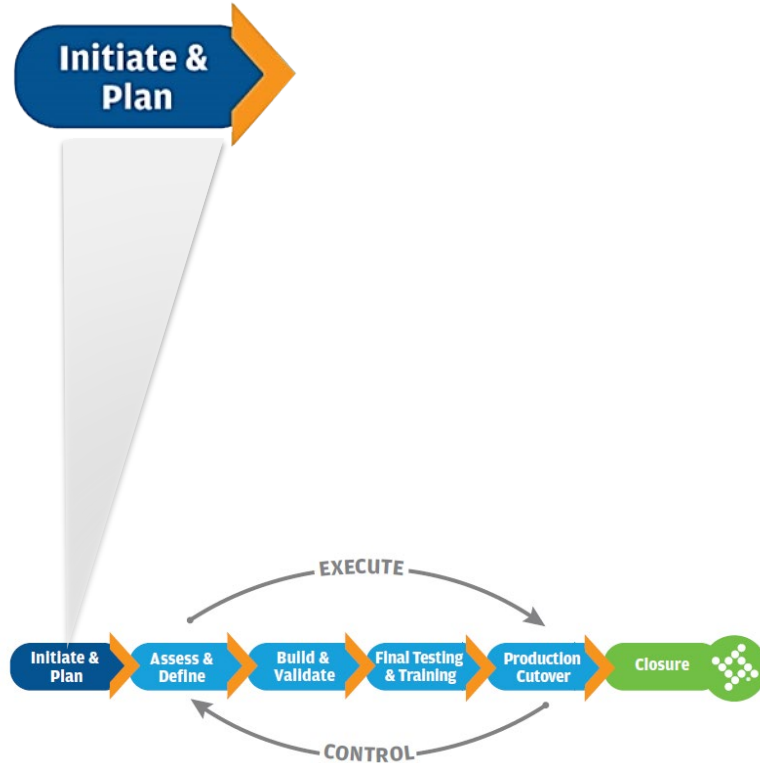
Implementation

Project Methodology to Ensure Success

Tyler's Six Stage Project Methodology



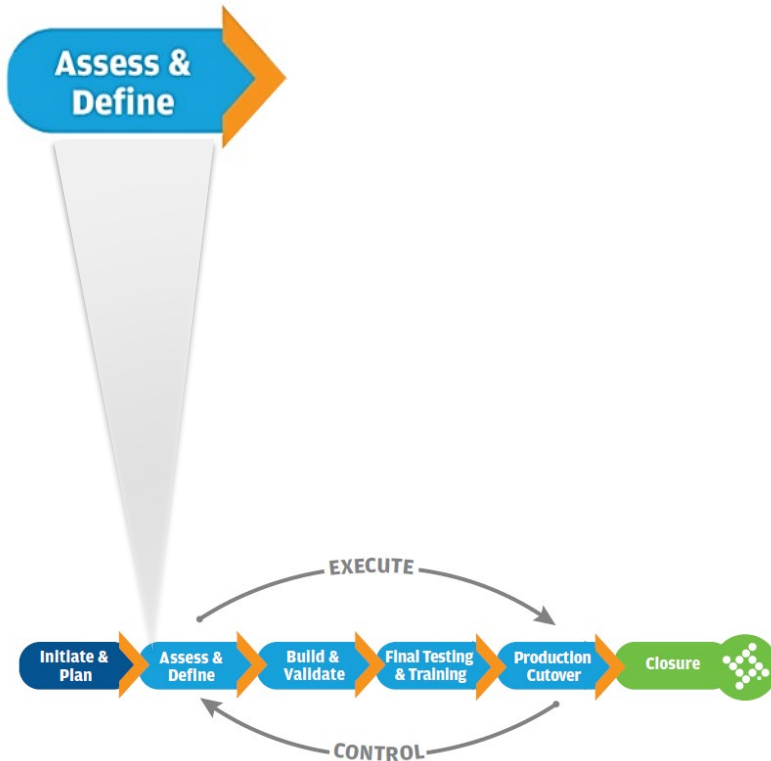
Implementation Methodology



Enter the Partnership

- Begin Communications
- Build the Project Team
- Set Expectations
- Develop Management Plans
- Develop Project Plan & Schedule
- Stakeholder Presentation

Implementation Methodology



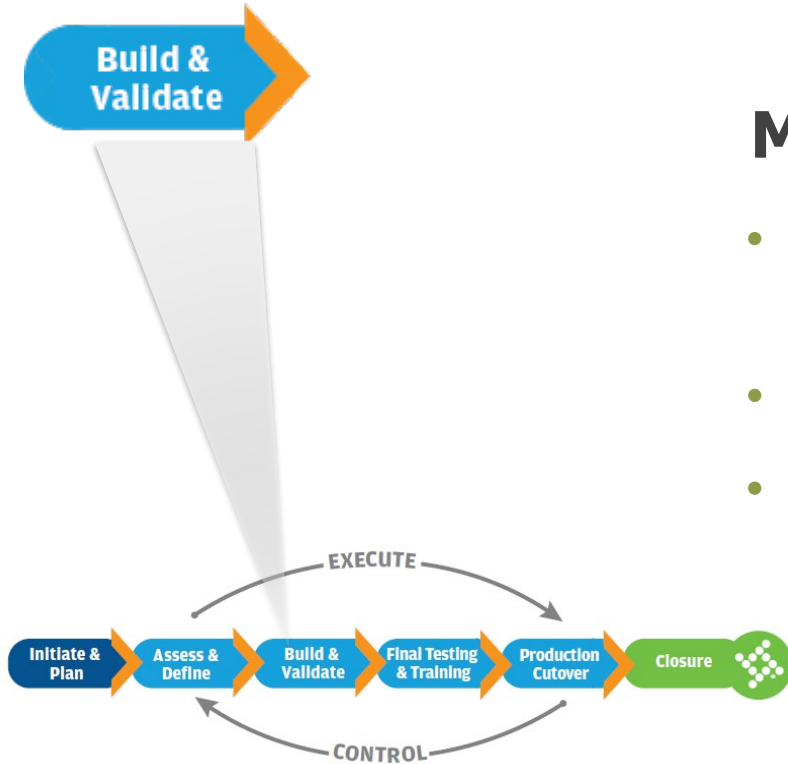
Define the Future

- Begin Knowledge Transfer
- Examine Business Processes, Challenges, Objectives & Goals
- Collaborate and Make Decisions to Optimize New Processes

Implementation Methodology

Move Forward

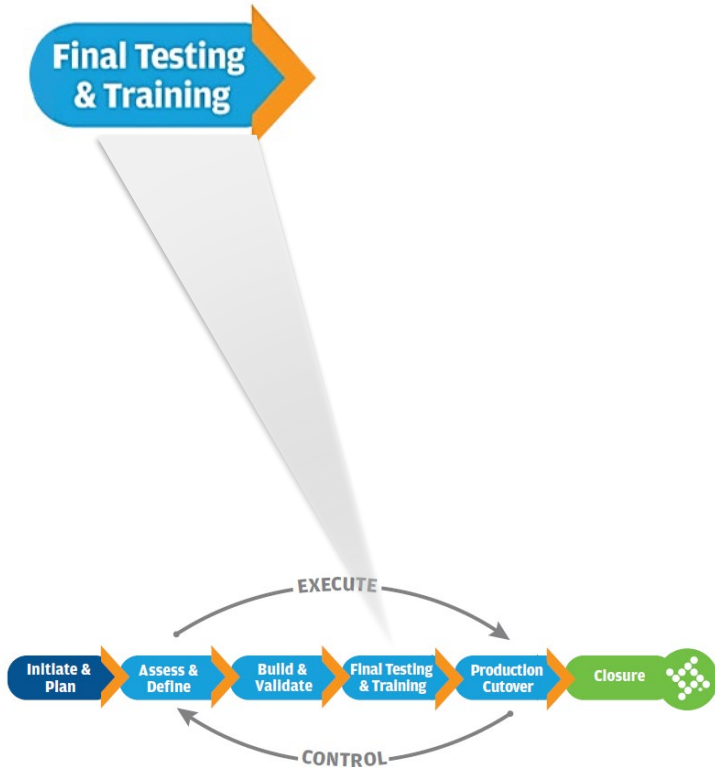
- Configure Software to Client Specifications
- Continued Knowledge Transfer
- Validate Design Meets Objectives



Implementation Methodology

Initiate Go Live Steps

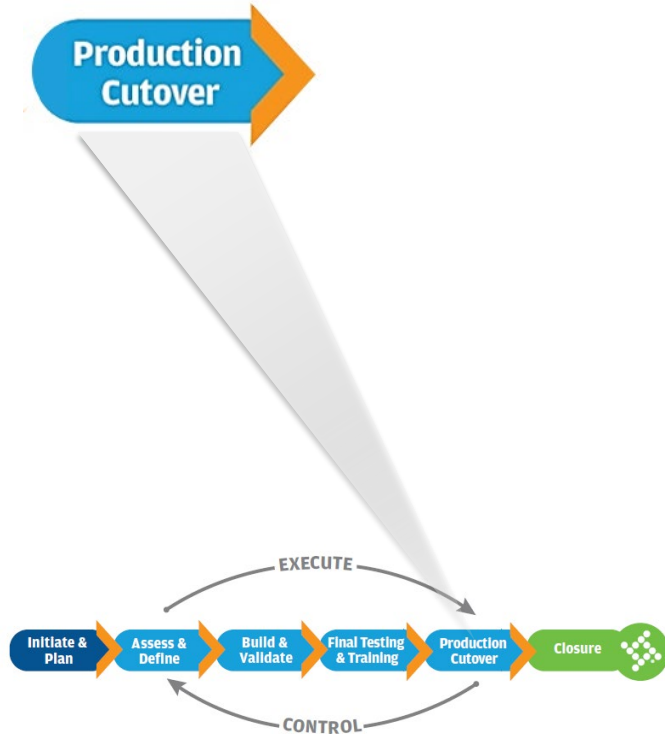
- Plan Go Live to eCitations Software
- Perform Additional Testing and Finalize Configuration Changes
- End User Training – Onsite/Virtual Classroom Training using a Train the Trainer approach
- Validate User Preparedness



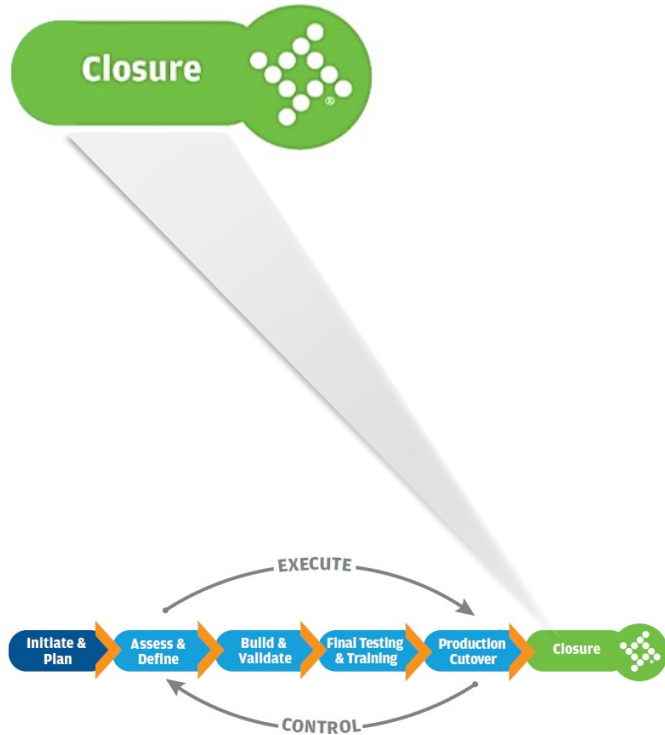
Implementation Methodology

Realize the Goals

- Begin Day-to-Day Operations
- Production Assistance from Tyler
- Meet the Tyler Support team
- Learn how Best to Resolve Issues and Questions
- Post Live Training (if applicable)



Implementation Methodology



Continue the Success

- Implementation Activities are Completed
- Ensure that Project Goals & Objectives are Met
- Continue Validation of New Process Adoption and Acceptance by End User
- Introduction to Support Transition Services

How Success Happens

- Regular Communications Between Project Teams
- Keep to the Schedule – Meet Dates for Deliverables
- Embrace the Change
- Top-Down Support of the Project - Key Executives Drive Excitement for Product and Encourage Acceptance by End Users



The Key to Success is to Focus on the Goals, Not the Obstacles!

-unknown

Project Teams

Enforcement Mobile Project Team:

Department	Contact	Email
Project Manager	Robin Dodd	Robin.dodd@tylertech.com
Product Analyst	Josh Vessell	Josh.vessell@tylertech.com
Supervisory Team Leads	Michael Manis Christie Wiley	Michael.manis@tylertech.com Christie.wiley@tylertech.com
Director, Professional Services	Tiffany Curnutt	Tiffany.Curnutt@tylertech.com
Training/Go Live	TBD	
Director, Support	Lou Chiodo	Lou.chiodo@tylertech.com

Client Project Team as per contract:

Name	Email	Role/Rank/Dept.
Stacy Froeschner	s.froeschner@cityoflamarque.org	
Chad Waggoner	c.waggoner@cityoflamarque.org	
Troy Anders	t.anders@cityoflamarque.org	
Cesar Garcia	c.garcia@cityoflamarque.org	
Kyle Hunter	k.hunter@cityoflamarque.org	

QUESTIONS

Empowering people who serve the public[®]



tyler
technologies



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Randall Aragon

Department: Police

Agenda Item: 9.VI.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

Walmart Community Grant Program offers up to \$5,000.00 ("no-match grant" via our local Walmart #529) to fund community-related endeavors. The department needs additional chairs and tables to host meetings for community & staff members when conducting meetings, presentations, and training. The grant package will be submitted during May 2024.

HISTORY:

In 2023, this grant was submitted; however, not approved by Walmart.

FISCAL IMPACT:

This is a "no-match grant".

Program Guidelines

Spark Good Local Grants Guidelines



Walmart believes that strengthening local communities creates value for business as well as society. Each year, Walmart U.S. stores, Sam’s Clubs and Distribution Centers award local cash grants ranging from \$250 to \$5000. These local grants are designed to address the unique needs of the communities where we operate.



The 2024 grant cycle begins March 1, 2024

Applications will be accepted on a quarterly basis. Don’t know how to determine your local facility? Don’t worry, the application will assist you. Before applying for a Spark Good Local Grant, organizations must review the below guidelines.

Program Guidelines

- Spark Good Local Grants are awarded through an open application process to eligible organizations operating locally and directly benefiting the service area of the facility from when they are requesting funding.
- All organizations interested in applying for a Spark Good Local Grant must have a Spark Good account on Walmart.com/nonprofits and be verified by Walmart’s third-party verification partner, Deed. Only authorized users of the organization’s Spark Good account may apply.
- Grant amounts range from a minimum of \$250 to a maximum of \$5,000.
- Grant applications are accepted and reviewed during three submission periods this year. Due to delay in the grant application opening, we have extended the first deadline. Deadlines for submissions include:
 - March 1 – July 15
 - Aug. 1 – Oct. 15
 - Nov. 1 – Dec. 31
- Organizations may only have a combined total number of 25 submitted and/or approved applications at any given one time for the calendar year, regardless of quarterly submission.
- Final decisions on applications submitted within each quarter are made prior to the next quarter’s application opening.
- If approved, grant funds are distributed through electronic payment.

Organization Eligibility

- Organizations must have a [Spark Good account](#) and be verified by Deed, Walmart’s third-party verification service provider.
- If recommended for funding, the organization must provide electronic payment information to complete the approval process. All grants are disbursed through electronic payment.
- Organizations applying must meet one of following criteria:
 - An organization holding a current tax-exempt status as a public charity under Section 501(c)(3) of the Internal Revenue Code, listed on the IRS Master File and conducting activities within the United States, classified as a public charity under Section 509(a)(1), (2) or (3) (Types I or II); and Deed verified.
 - A recognized government entity: state, county or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes and Deed verified.

- A K-12 public or nonprofit private school, charter school, community/junior college, state/private college or university; or a church or other faith-based organization with a proposed project that benefits the community at large, such as food pantries, soup kitchens and clothing closets and Deed verified.

Note: Non-charities, including organizations recognized as 501(c)(4)s, (c)(6)s, and (c)(19)s like homeowner’s associations, civic leagues, or volunteer fire companies, are not eligible at this time.

Selection and Approval Process

- Facility management review applications and make initial funding recommendations on all submitted requests.
- Each facility manager may set the frequency and process in which application determinations are made.
- The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.
- Organizations will be notified of any decision via e-mail. All funding decisions are final.
- If an organization is recommended for funding, organization will be notified about how to set up electronic payment to complete the final approval step in the grant application process.
- Upon receiving a grant, organizations may contact the local facility from which funds were awarded to discuss their announcement and/or a formal recognition event (only if desired).

All grant applications are made subject to review of the organization’s reputation and activities and its agreement to comply with applicable terms and conditions. Submission of an application does not guarantee funding. Funding exclusions include: organizations that deny service, membership or other involvement on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran, or disability status.

[Access the application from your Spark Good account on Walmart.com.](#)





Tools and Resources



Grant Eligibility



[Walmart Corporate Site](#) | [Governance](#) | [Terms of Use](#) | [California Privacy Policy](#) | [Policies](#) | [Privacy & Security](#) | [Careers](#) |



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CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Kasey Lott

Department: Code Compliance

Agenda Item: 9.VII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Congratulations to Keep La Marque Beautiful on achieving Gold Star status with Keep Texas Beautiful for 2024! KLMBC was notified on April 17th of this long sought recognition from Keep Texas Beautiful. Enclosed is our 2024 digital certificate and a toolkit containing resources for our organization to utilize as we promote our achievement! Gold Star Affiliates will be formally recognized during the Keep Texas Beautiful Conference in June at the annual conference.

STAFF BRIEFING:

n/a

HISTORY:

n/a

FISCAL IMPACT:

n/a

2024 GOLD STAR

Affiliate Toolkit

• Social Media

You may use the provided social media template to add a picture of your organization and share your status on Instagram, Facebook or LinkedIn! Don't forget to tag @keeptxbeautiful

• Web Decal

Use the website decal to promote your longstanding status year to year on your website or LinkedIn

• Press Release

Click here to access a press release to share with local media in your community.

WE ARE PROUD TO BE
RECOGNIZED AS



[your picture here!](#)

KEEP AFFILIATE
BEAUTIFUL

GOLD STAR
AFFILIATE

2024

[Editable social media post](#)

GOLD STAR
AFFILIATE

2024



Keep Texas
Beautiful

[2024 Gold Star Website Decal](#)



Keep Texas
Beautiful

FOR IMMEDIATE RELEASE | <Date>
CONTACT | <Contact Name><Contact Organization>
<Phone> | <email>

<Community> Recognized as Gold Star Affiliate by Keep Texas Beautiful
Honored for Exceptional Community Improvement Efforts

[LOCATION, TEXAS] - Keep Texas Beautiful (KTB), a statewide grassroots environmental and community improvement non-profit organization, was recently named <Community> a Gold Star Affiliate. Gold Star recognition is the membership highest status any community affiliate can achieve.

"Keep Texas Beautiful affiliates are the backbone of our organization. We honor those going above and beyond to keep their communities clean and beautiful," says Suzanne Kho, Executive Director of Keep Texas Beautiful. "Our Gold Star affiliates are educating and engaging community members, actively recruiting and training volunteers, hosting cleanup and beautification events throughout their communities, and so much more."

[2-24 Gold Star Press Release](#)



Keep Texas
Beautiful

Keep La Marque Beautiful
Gold Star Affiliate

Presented April 2024



Jess Washburn

Keep Texas Beautiful, Inc.



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Kasey Lott

Department: City Clerk

Agenda Item: 9.VIII.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Heroes Village

Eyes on La Marque

Senior Camera Registry

International Denim Day - April 24th

Hurricane Huddle - April 27th

Ignite Community Schools 25th Anniversary Celebration - April 27th

City of La Marque Election Day - May 4th

National Lemonade Day - May 4th

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

INTERNATIONAL Denim Day

LA  MARQUE

GATEWAY TO THE GULF



La Marque, TX

2★0★2★4

All-America City Finalist

www.nationalcivicleague.org

**WEAR DENIM
TO SHOW SUPPORT FOR
SEXUAL ASSAULT
VICTIMS.**



WEDNESDAY | April 24, 2024

La Marque Public Library

MAY THE

4th

SPACE PARTY

12:00 TO 2:00



**Play games, make crafts,
and sample some out-of-
this-world snacks**

**Intended for ages 9 to 18,
but all are welcome!**



CELEBRATING

25+ YEARS OF SERVICE

Ignite Community Schools

(Mainland Preparatory Academy)

319 Newman Road, La Marque, Tx.

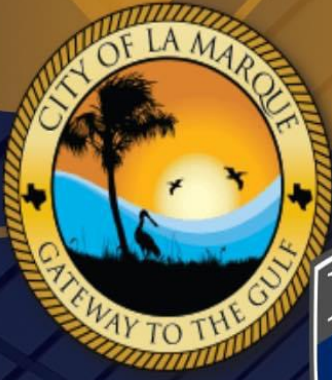
Saturday, April 27, 2024

9:00 a.m.-1:00 p.m.

Everyone is welcomed to attend.
Alumni, Community, Family and Friends.
Food, Fun, and Fellowship!!!!

QUESTIONS PLEASE CALL
MS. SIMMONS 409-739-0074
OR
MS. REESE 409-392-3990





EYES ON LA MARQUE

SENIOR CITIZEN CAMERA GRANT PROGRAM

THE CITY OF LA MARQUE IS PROUD TO OFFER A UNIQUE GRANT PROGRAM THAT PROVIDES HOME SURVEILLANCE CAMERAS TO OUR LOCAL SENIOR CITIZENS!

**VISIT THE CITY OF LA MARQUE WEBSITE OR
SCAN QR CODE FOR MORE INFO**





The **City of La Marque** and **Bay Area Habitat for Humanity** are collaborating to gauge interest and need for a **Heroes Village** development in La Marque.



If you are a **veteran or member of the military** residing in La Marque or the surrounding communities, please take a moment to complete this short housing survey.

Scan **QR Code** or go to rb.gy/qhdapg.



The **Heroes Village** would feature homes of various shapes and sizes, constructed by Bay Area Habitat for Humanity and offered to veterans and military personnel at a low cost with a no-interest mortgage.

To learn more about how Habitat for Humanity works, please go to www.bahfh.org/apply.

To keep up with the City of La Marque, please go to www.ci.la-marque.tx.us

LA MARQUE
GATEWAY TO THE GULF

HURRICANE HUDDLE



April 27
10am– 12pm



**La Marque Central
Fire Station**
750 Saltgrass Point Rd
La Marque TX 77568



SCAN ME 



ACTIVITIES

Hurricane Preparedness
Emergency Vehicles
Giveaways
Bouncehouse
Community Partners
City Department Reps
Townhall and more!

**FAMILY FRIENDLY
EVENT!**



FOR MORE INFO SCAN OR VISIT
HURRICANEHUDDLE.CITYOFLAMARQUE.ORG





SENIOR SAFETY SUMMIT

MONDAY, APRIL 26, 2024 | 10AM

MCKINNEY MEMORIAL UNITED METHODIST CHURCH

The Eyes on La Marque program is
hosting the Senior Safety Summit!

Become informed by the La Marque
Police Department on how to stay safe!

community brunch | seminar



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Cesar Garcia

Department: Administration

Agenda Item: 9.IX.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Update on MOU List and Incentive Plans Requested by Council at 4/8/22 Meeting

STAFF BRIEFING:

We are still in the process of providing both of these items for Council and to be shared with the public.

The MOU List will be available in electronic format and will be included as part of our Resource Guide that our Library Team is working on. Additionally, this MOU list will be listed prominently on our City Website under our Community Tab.

The Incentive Plan is being worked on by EDC Director, Alex Getty. He has conferred with Development Services Director, Kathleen Van Stavern on this request, They are comparing how other cities share this information. Below are some links that they are using as starting point.

- <https://www.epa.gov/smartgrowth/codes-support-smart-growth-development>
- <https://statutes.capitol.texas.gov/Docs/TX/htm/TX.312.htm>
- <https://www.texascityedc.com/DocumentCenter/View/178/City-of-Texas-City-Chapter-312-Guidelines-and-Application>
- <https://www.pearlandtx.gov/departments/community-development/planning/unified-development-code-udc>

Both of these reports should be available in time for next Council Meeting on May 13th.

HISTORY:

Request made by Council on April 8th meeting

FISCAL IMPACT:

N/A.