



**CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
August 12, 2024**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **August 12, 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** (<https://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 - James Crowder Sr.
 - 4.II. Presentation - Office of Emergency Management
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. PUBLIC HEARINGS

Conduct Public Hearing to hear public input on:

6.I. Ordinance No. O-2024-0012

Establishing a Public Safety Building Committee; providing an effective date; and making other provisions

THIS IS THE SECOND AND FINAL READING

6.II. Ordinance No. O-2024-0013

Establishing the Code of Ordinances Review Committee, providing for the committee's duties, term, membership, quorum, voting, meeting, and rules of procedure

THIS IS THE SECOND AND FINAL READING

7. OLD BUSINESS

7.I. Ordinance No. O-2024-0012

Establishing a Public Safety Building Committee; providing an effective date; and making other provisions

THIS IS THE SECOND AND FINAL READING

7.II. Ordinance No. O-2024-0013

Establishing the Code of Ordinances Review Committee, providing for the committee's duties, term, membership, quorum, voting, meeting, and rules of procedure

THIS IS THE SECOND AND FINAL READING

7.III. Proposed Resolution

Committing local funds for the Westward Stormwater Improvement Project - GLO Contract No. 20-065-105-C287

7.IV. Social Good Grant Agreement

Authorizing a Grant Agreement with Local Policy Lab for voter participation initiatives

7.V. Elected and Appointed Officials

Reviewing policy and procedure related to inquiries regarding complaints against an elected or appointed official

8. NEW BUSINESS

Items presented to the Council for discussion and possible action:

8.I. Proposed Ordinance

Establishing a Youth Advisory Council; Providing an effective date; and making other provisions related to the subject

8.II. Memorandum of Understanding

Memorandum of Understanding (MOU) with the Texas Department of Transportation (TxDOT) for 100% funding by TxDOT for the State Highway 3 Emancipation Trail Project

8.III. Waterline Replacement Project

Entering into a contract with Goodman Corporation for Grant Administration Services in the amount of \$100,000.00 regarding the \$2.0M FY24 Congressional Earmark Funding

8.IV. Acceptance of Grant Award

Approving and accepting the Grant Award from the Texas Department of Motor Vehicles Catalytic Converter SB224 Grant

8.V. Property Tax Rate

Propose A Property Tax Rate Per \$100 Of Taxable Value For Tax Year 2023 And Call A Public Hearing On August 26, 2024

8.VI. Appointments

Appointment or Removal of members of Boards, Commissions, or Committees

9. CITY MANAGER REPORT

9.I. La Marque Code Compliance Statistics June 2024

9.II. La Marque Police Department Crime Statistics June 2024

9.III. La Marque Public Library Statistics June 2024

9.IV. La Marque Fire Departments Statistics June 2024

9.V. July 4th Fire Marshal Statistics

9.VI. Items for the Good of the Order

10. REQUESTS & 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)

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

13. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on August 8, 2024 by 5:00 p.m.

Kierra K. Nance, TRMC
City Clerk

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

PROCLAMATION

WHEREAS, James "Jim" Clifford Crowder, Sr. began this life on June 11, 1930 in Oklahoma City, Oklahoma; and

WHEREAS, at a young age, he and his family moved to Galveston, TX where he began his career in funeral service at Malloy & Son Funeral Home as an ambulance driver, funeral director and assistant manager; and

WHEREAS, he furthered his career receiving his Funeral Director and Embalmer's license from Landig Mortuary College in Houston, TX; and

WHEREAS, in 1959 he opened his own business, James Crowder Funeral Home in La Marque, TX and has since expanded to servicing other areas across Galveston County including Dickinson and Webster; and

WHEREAS, his passion for serving his community is ever present throughout his life as shown through his tenure as the La Marque President of the Chamber of Commerce, a member of the La Marque City Council, and two terms as Mayor of the City of La Marque; and

WHEREAS, on several occasions he received honors for his commitment to his community, including the Distinguished Service Award recipient from the La Marque Jr. Chamber of Commerce and an Outstanding Citizenship Award from the Knights of Columbus; and

WHEREAS, his love for family, traveling, and being outdoors - especially hunting and fishing, was known to all, and his love for life and community will forever be celebrated; and

NOW, BE IT RESOLVED, the City of La Marque mourns with the family and friends of Jim Crowder, Sr.; and

NOW, THEREFORE, we the Mayor and City Council by virtue of our authority vested by the City of La Marque, Texas do hereby proclaim August 9th, 2024, as:

"JIM CROWDER SR. MEMORIAL DAY"

in the City of La Marque and do hereby extend our deepest sympathy to those who knew and loved him.

In testimony whereof, witness my hand and the Seal of the City of La Marque, this the 7th day of August 2024.



Keith Bell, Mayor



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 6.I.

Reviewed by: Cesar Garcia, City
Manager

AGENDA ITEM DESCRIPTION:

Establishing a Public Safety Building Committee; providing an effective date; and making other provisions

THIS IS THE SECOND AND FINAL READING

STAFF BRIEFING:

At the June 3, 2024, meeting, a request was made for a discussion regarding the Public Safety Building Committee to be presented before the council. In 2022, a Public Safety Building Committee was created to be active for a period not to exceed one year.

HISTORY:

April 11, 2022 - Ordinance No. O-2022-0003 was passed

June 24, 2024 - Council agreed to reinstate the committee and a new ordinance to be drafted by City Attorney and Mayor Pro Tem Compian

July 8, 2024 - First reading

August 12, 2024 - proposed second reading

FISCAL IMPACT:

Unknown

ORDINANCE NO. O-2024-0012

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, ESTABLISHING A PUBLIC SAFETY BUILDING COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT

WHEREAS, in 2022 the City of La Marque, Texas established a Public Safety Building Committee to review and consider options to construct a Public Safety Building in the City of La Marque, Texas.

WHEREAS, the Public Safety Building Committee completed its charge and was automatically dissolved.

WHEREAS, the City of La Marque, Texas wishes to reconstitute the Public Safety Building Committee to consider options to construct a Public Safety Building in the City of La Marque, Texas.

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

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

Section 2. A Public Safety Building Committee, consisting of five members who must be citizens of the City of La Marque, Texas, is hereby established. Each Councilmember and the Mayor shall appoint one member to the Public Safety Building Committee. Each member of the Public Safety Building Committee shall serve a one-year term.

Section 3. At the first meeting of the Public Safety Building Committee, the Public Safety Building Committee shall elect a presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings and a vice presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings in the presiding officer's absence. The conduct and procedure of the Public Safety Building Committee meetings shall conform to and be governed by the City Charter, the City Code of Ordinances, and Robert's Rules of Order, Revised.

Section 4. The Public Safety Building Committee shall post its meetings in accordance with the Texas Open Meetings Act. The City Clerk or designee shall record

minutes of the Committee's meetings and post notice of meetings in accordance with City Ordinances and State Law. A majority of the voting membership shall constitute a quorum for the conducting of business. The meeting shall be held at the City Council Chambers, 1109-b Bayou Road La Marque, Texas 77568 and shall state that members of City Council may be attending and participating in the discussion.

Section 5. The Public Safety Building Committee shall perform the following functions:

1. Analyze work done in 2022 by the Public Safety Building Committee and McLemore Luong Architects and consider possible updates.
2. Analyze how a Public Safety Building would encourage and engage surrounding community features.
3. Analyze and update a proposed budget and project plan for a Public Safety Building for recommendation to the City Council.
4. Analyze how a Public Safety Building establishes public programmatic features so that a Public Safety Building would provide a positive impact on the community, health, and wellness of the citizens of the City of La Marque, Texas.

Section 6. The Public Safety Building Committee shall automatically expire and dissolve one year from final passage of this ordinance and all work shall be turned over to the City Clerk.

Section 7. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 8. Publication and Effective Date. 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, AND APPROVED by the City Council of the City of La Marque on First Reading this **15th** day of **July, 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**.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney

ORDINANCE NO. O-2021-0003

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS ESTABLISHING A PUBLIC SAFETY BUILDING COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

Whereas, on or about January 10, 2022, the City of La Marque, Texas, engaged the firm McLemore Luong Architects (MLA) to provide professional services necessary for the facility assessment and programming of the new Public Safety Building for the City of La Marque, Texas;

Whereas, the City is considering constructing a new Public Safety Building at a location to be determined in the City of La Marque, Texas; and

Whereas, the City Council of the City of La Marque, Texas, is authorized to create boards and commissions in accordance with the City Charter of La Marque, Texas.

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

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

Section 2. A Public Safety Building Committee, consisting of five members who must be citizens of the City of La Marque, Texas, is hereby established. Each Councilmember and the Mayor shall appoint one member to the Public Safety Building Committee. Each member of the Public Safety Building Committee shall serve a one-year term.

Section 3. At the first meeting of the Public Safety Building Committee, the Public Safety Building Committee shall elect a presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings and a vice presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings in the presiding officer's absence.

Section 4. The Public Safety Building Committee shall post its meetings in accordance with the Texas Open Meetings Act.

Section 5. The Public Safety Building Committee shall perform the following functions:

- a. To work with McLemore Luong Architects on the style of architecture as it relates to the continued development and revitalization of Downtown La Marque, Texas;
- b. To work with McLemore Luong Architects in establishing the public programmatic features of the building that directly impact the community, health, and wellness of the Citizens of the City of La Marque, Texas;
- c. To work with McLemore Luong Architects in establishing how the Public Safety Building encourages and engages the surrounding features; and
- d. To work with McLemore Luong Architects to establish a budget for recommendation to the City Council;

Section 6. The Public Safety Building Committee shall automatically expire and dissolve one year from final passage of this ordinance and all work shall be turned over to the City Clerk.

Section 7. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 8. 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 9. Purpose. The purpose of passing this Ordinance is to provide community input on a new public safety building.

Section 10. Publication and Effective Date. This Ordinance shall be effective immediately upon City Council's final adoption of this Ordinance, 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 and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED AND APPROVED, by the City Council of the City of La Marque on First Reading this 14th day of March, 2022; and

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this 11th day of April, 2022; and

CITY OF LA MARQUE, TEXAS



Keith Bell, Mayor

ATTEST:



Kierra K. Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney



June 13, 2022

CITY OF LA MARQUE
CITY COUNCIL PRESENTATION – PROGRESS UPDATE

MCLEMORE LUONG

Agenda

- 1) Review of Public Safety Building Committee Meetings to Date
 - April 20, 2022 Meeting Review – Assessment
 - May 11, 2022 Meeting Review – Programming
 - June 8, 2022 Meeting Review – Building Site Plans
- 2) Present two site plan/floor plan options
- 3) Review of Public Safety Building Committee Inputs



Public Safety Building Committee Recap

April 20, 2022 – Review of Existing Police Station and Facility Assessment Report

Meeting Location: Police Station, Roll Call Room Housekeeping Summary Review

- Committee members briefed on Open Meetings Act and Meeting Procedures
- Committee agreed to meet every other Wednesday, starting May 11, 2022 at 5:00 PM
- Reviewed the goals of the committee – To provide consensus recommendations to council on the following items:
 - Location / Cost / Program / Size / Schedule / Aesthetic

Technical Summary Review

- Reviewed the staff interviews, existing facility data sheets, and staff projection methodology
- Gave committee a detailed tour of the Police Station, accompanied by Police Staff for questions
- Reviewed the Facility Assessment Report in detail

MSLEMORE LƯƠNG		A.M.D.G.	
Project Name	City of La Marque Public Safety Building	Room Name	Lieutenant Sargeant Forrest Gandy's Office
Client Name	City of La Marque	Room Number	N/A
Building Name	Police Department	Department	CC
Building Address	431 Bayou Road, La Marque, Texas 77568		
Project Phase	Existing Conditions Assessment		
Prepared By Client	Detective Matthew Cypert		
Prepared by M&A	Alec Luong		
General			
General Room Description	Lieutenant Gandy's		
Functional Relationships			
Space Data	Area (SF)		
Description of Activities	Office to work and		
Special Access Notes	Has outside door to		
Equipment			
Lighting	Type	Artic	
HVAC	Type	Stand	
Acoustics	Type		
Safety	Ballistic	None	
Blinds	Type		
Services			
Electrical	Type	120V	
Data	Notes		
Security	Notes	No	
Plumbing	Notes	No	
Fire System	Type	Alarm	
Finishes			
Room	Floor	Vinyl	
Doors	Type	Full R	
Windows	Type	Door	
Equipment / Millwork			
AV	TV		
Office	EQ1	Came	
Appliance	API	Relig	
	API		
Furniture	Desk	Single	
Boards	Notes	2 Sin	
Millwork	Type	Dry E	
Countertop	Notes		

MSLEMORE LƯƠNG

expected to continue to grow at a rate of 2.5% annually as residential development continues to provide suburban housing in the city.

§1.2 Community Demographics

The US Census 2019 ACS 5-Year Survey shows the City of La Marque having a population of 18,861 with a median household income of \$53,964. Since 2010, the population has grown from 14,568 to the current total, with an average annual growth rate of 2.06%.

Year	Population	Growth	Annual Growth Rate
2022	18,861	514	2.80%
2021	18,347	514	2.88%
2020	17,833	514	2.97%
2019	17,319	514	3.06%
2018	16,805	56	0.39%
2017	16,729	360	2.20%
2016	16,379	564	3.70%
2015	15,795	336	2.17%
2014	15,459	319	2.11%
2013	15,140	216	1.45%
2012	14,924	211	1.71%
2011	14,673	105	0.72%
2010	14,568	885	6.03%

Figure 1-1 La Marque Population by Year¹

The City of La Marque is a diverse community, with roughly equal representation of White, Hispanic, and African American populations within the city. The following breakdown of population by race is provided:

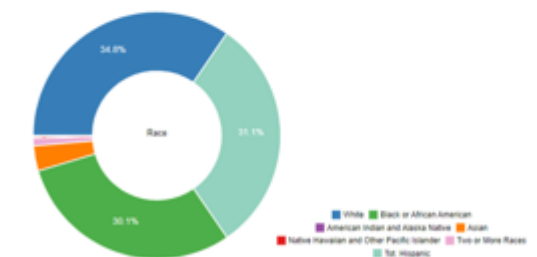


Figure 1-2 La Marque Population by Race

¹ Note: 2021 and 2022 data are projected

8 | City of La Marque Police and Municipal Courts Facility Assessment Report



Public Safety Building Committee Recap

May 11, 2022 – Review of Proposed Public Safety Building Program

Meeting Location: Council Chambers
Housekeeping Summary Review

- No items to review

Technical Summary Review

- Detailed review of the proposed Program Documents provided by MLA
 - Reviewed program on a department by department basis
 - Reviewed methodology to determine square footage requirements
 - Reviewed “wants” vs “needs”
 - Reviewed benchmark stations sizes and square footage requirements for future expansion
- Detailed discussion on combined program benefits to including courts and utilizing shared spaces for civic events

MSLEMORE LUONG		A.M.D.G. 2/16/2022	
Project Name	City of La Marque Public Safety Building		
Client Name	City of La Marque		
Building Name	Police Department		
Building Address	431 Bayou Road, La Marque, Texas 77568		
Project Phase	Program Based on Bellare, Webster, League City, and Texas City Stations		
Prepared By Client			
Prepared by MLA	Alec Luong		

MSLEMORE LUONG		A.M.D.G. 2/16/2022	
Project Name	City of La Marque Public Safety Building		
Client Name	City of La Marque		
Building Name	Police Department		
Building Address	431 Bayou Road, La Marque, Texas 77568		
Project Phase	Program Based on Bellare, Webster, League City, and Texas City Stations		
Prepared By Client			
Prepared by MLA	Alec Luong		

Departments	Comments	Number	Area	Total
Community				
Community Room	Multi-Purpose			
Conference	legal use.			
Elevator	Public Elevator			
Entrance Vestibule	Secure entry			
Men's Restroom	Men's public			
Public Lobby	Main entry to Second floor			
Women's Restroom	Women's public			
Community Total				
Courts				
Clerk Workroom	Front of house			
Court Records	High density many file boxes			
Court Room	Court Room bench, with			
Courts Breakroom	Breakroom			
Judge's Office	Judge's Office			
Jury Deliberation Restroom	Dedicated to Jury meeting			
Jury Room	Shared court			
Office	Shared office			
Prosecutor Office	Prosecutor's Office			
Staff Restroom	Single use			
Courts Total				
Police				
Administration				
Administration Conference	Conference			
Chief Office	Chief Office			
Chief Storage	Private storage			
Clerk Workroom	Front of house			
Copy Room	Printer / Copier			
Dispatch	Dispatch work area			
Dispatch Admin Office	Dispatch administrative			
Dispatch Breakroom	Dispatch breakroom			
DMARC	Main terminal			
IT Office	Dedicated IT			
Men's Locker Room	Men's locker			
Men's Restroom	Men's restroom			
Men's Shower	Men's shower			
Police Breakroom	Police breakroom			

Departments	Comments	Number	Area	Total
Police Records	high density storage for police records. Need to determine how many file boxes of records are required.	1	178	178
Police Secretary	Front reception desk secretary	1	138	138
Server Room	Main Server room for police building	1	258	258
Tactical Training	Specialty training room for simulated exercises	1	400	400
Training Room	Training room for up to 30 people	1	600	600
Visitor Restroom	Single use restroom for Police Admin and Visitors	1	60	60
Women's Locker Room	Women's locker room with 20 lockers	1	238	238
Women's Restroom	Women's restroom	1	138	138
Women's Shower	Women's Shower with 2 showers	1	78	78
Admin Services Div. Lt. Office	Admin Lt. Office	1	138	138
Patrol Services Div. Lt. Office	Compliance Officer Office	1	128	128
Assistant Chief Office	Assistant Chief Office	1	140	140
Fitness	Fitness area for police employees	1	600	600
Department				
CID Offices	CID Officer Offices	7	128	840
Evidence Drop	Evidence processing, tagging work area	1	100	100
Evidence Lab	Evidence lab area with specialty equipment. Full list of equipment to be provided.	1	200	200
Evidence Office	Evidence processing tech office space. To be included in evidence storage room	1	100	100
Evidence Storage	for staff	1	400	400
Interview Room	Hard / Soft interview room	1	100	100
Major Case Workroom	Workroom with locked door for major case	1	120	120
Narcotics Storage	Storage for narcotics, both cold and room temperature, with dedicated staff	1	100	100
Investigative Services Div. Lt. Office	CID Lt. Office	1	130	130
Jail				
AFIS Room	AFIS machine with wall for photographs	1	78	78
Booking Area	Detention area with three workstations	1	458	458
DWI Room	DWI Administration area with camera recording station	1	138	138
Holding Cell	Detention cell with masonry bench	2	58	100
Inmate Restroom	Female restroom detention cell	1	60	60
Isolation Cell	Specialty isolation cell with in ground toilet and padded walls	1	30	30
Jail Staff Restroom	Jail Staff Restroom	1	60	60
Jail Supply	refrigerator	1	250	250
Jailer Office	Jailers office with two shared workstations	1	158	158
Juvenile Processing	Juvenile processing area	1	105	105
Men's ADA Detention Cell	ADA Jail Detention cell with two masonry beds each	1	118	118
Men's Detention Cell	Jail detention cell with two masonry beds each	5	100	500
Men's Shower Cell	ADA Shower Cell	1	60	60
Security Vestibule	Secure vestibule with gun lockers	2	30	100
Women's ADA Detention Cell	ADA Jail Detention cell with two masonry beds each	1	118	118
Women's Detention Cell	Jail detention cell with two masonry beds each	2	100	200
Women's Shower Cell	ADA Shower Cell	1	60	60
Patrol				
Armory	Armory for gun cleaning, parts and supply storage	1	100	100
Beverage Bar	Coffee / water bar area for patrol	1	20	20



Public Safety Building Committee Recap

June 8, 2022 – Review of Proposed Site Plan Options

Meeting Location: Community Room
Housekeeping Summary Review

- No items to review

Technical Summary Review

- Review of two site plan options and associated pro and cons
(will be reviewed with Council this evening)
- Discussed input requirements needed from the Committee to
present to Council at the June 13 meeting



Site Plan Option Review

Two Site Plan Options and Blocking Diagrams for Review

Summary

- Two site plan options developed for review by the Public Safety Building Committee and City Council
- Site plan options are high level exercises to confirm general adjacencies, site layout, and square footages

Similarities

- Both site plan options are approximately 28,000 gross square feet
- Both site plan options contain police, courts, and civic spaces
- Both site plan options are two story buildings, with the possibility of future second floor expansion

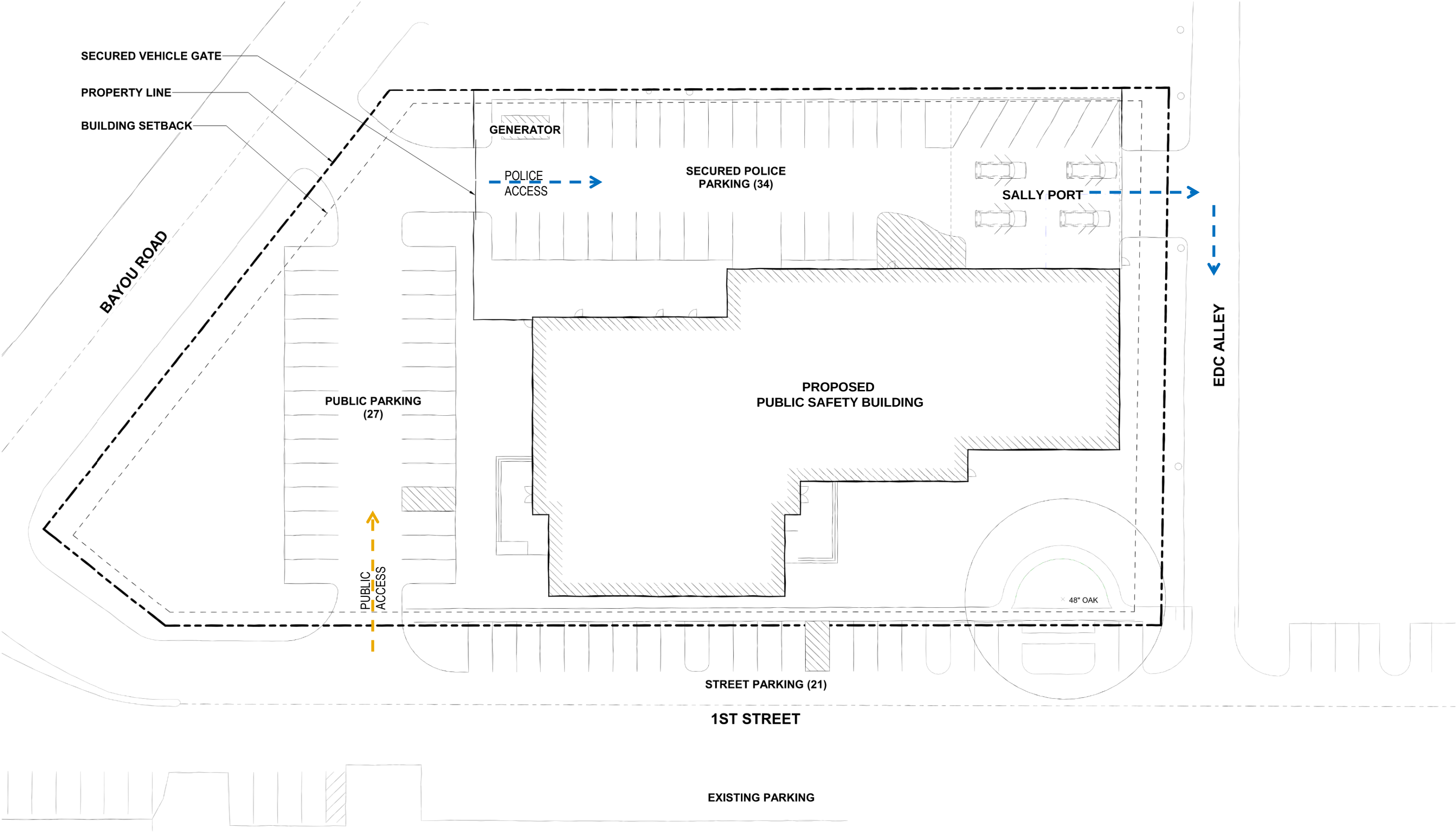
Differences

- Site plans offer different approaches to the EDC alleyway
- Have different entrance experiences for police and courts
- Site plans offer different relationships to the public right of way



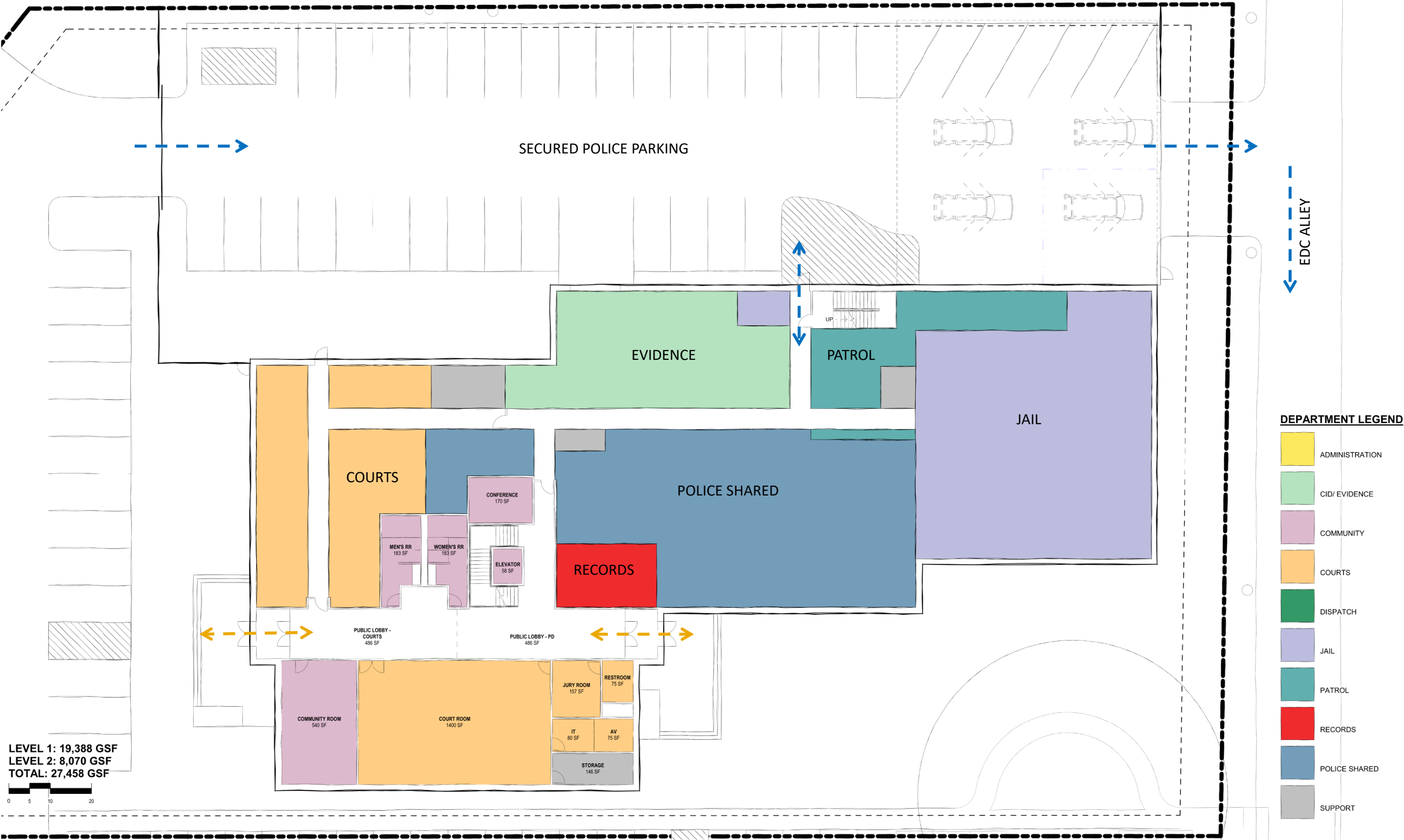
Site Plan Options

Option 1 – Site Plan Diagram



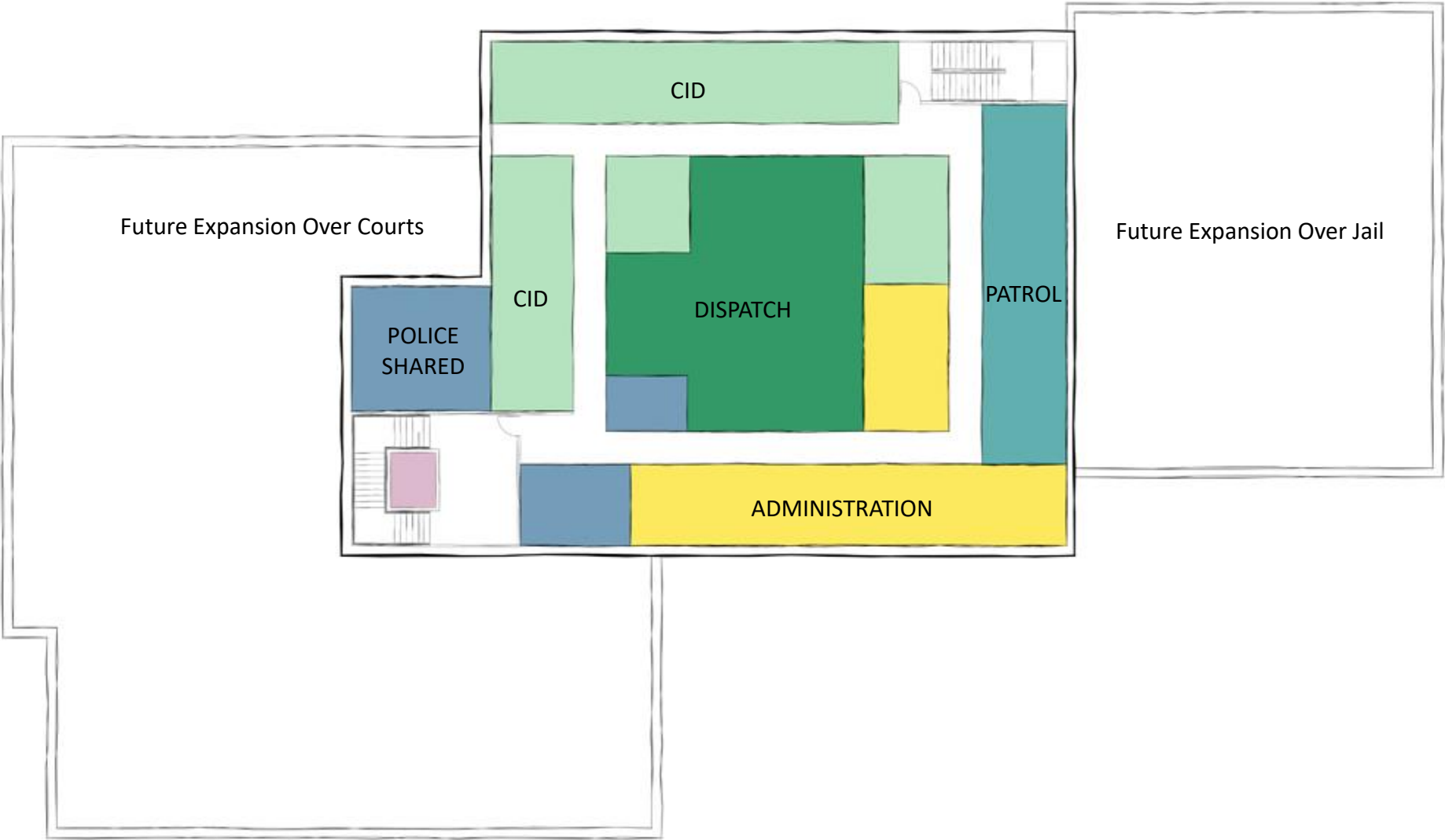
Site Plan Options

Option 1 – First Floor Blocking Diagram

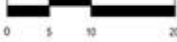


Site Plan Options

Option 1 – Second Floor Blocking Diagram



LEVEL 1: 19,388 GSF
LEVEL 2: 8,070 GSF
TOTAL: 27,458 GSF



DEPARTMENT LEGEND	
	ADMINISTRATION
	CID/ EVIDENCE
	COMMUNITY
	COURTS
	DISPATCH
	JAIL
	PATROL
	RECORDS
	POLICE SHARED
	SUPPORT

Site Plan Options

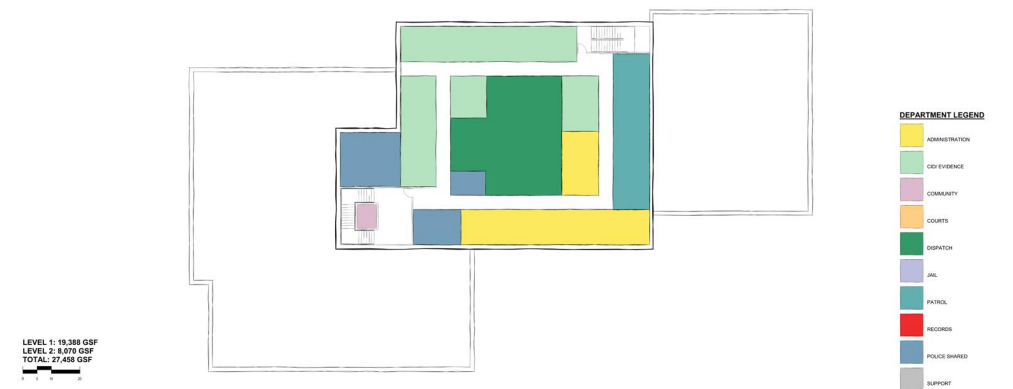
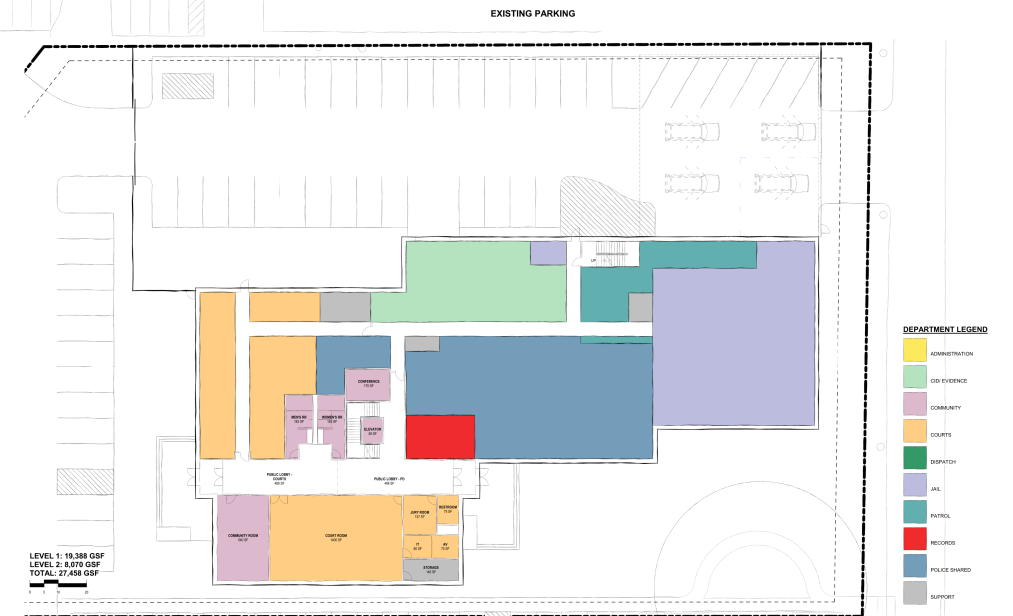
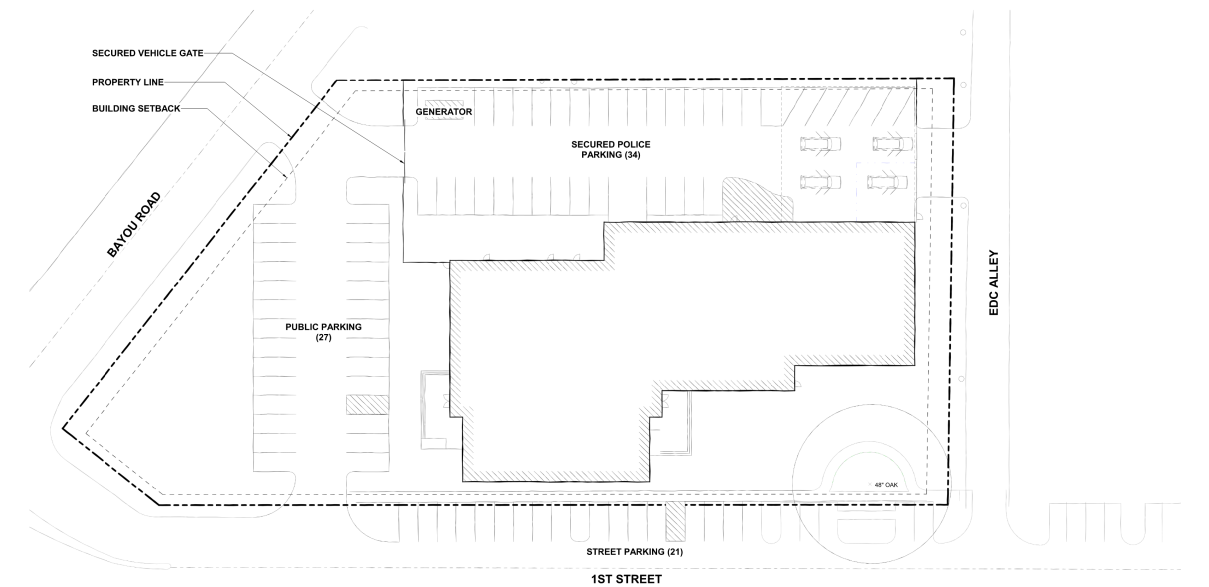
Options 1 - Review

Summary

- Staff parking lot is secured and provides privacy on all sides
- Has two separate public entry vestibules, one for Courts and one for the Police Department, that serve as panic rooms
- Includes a Community Room separate from the Court room for public use

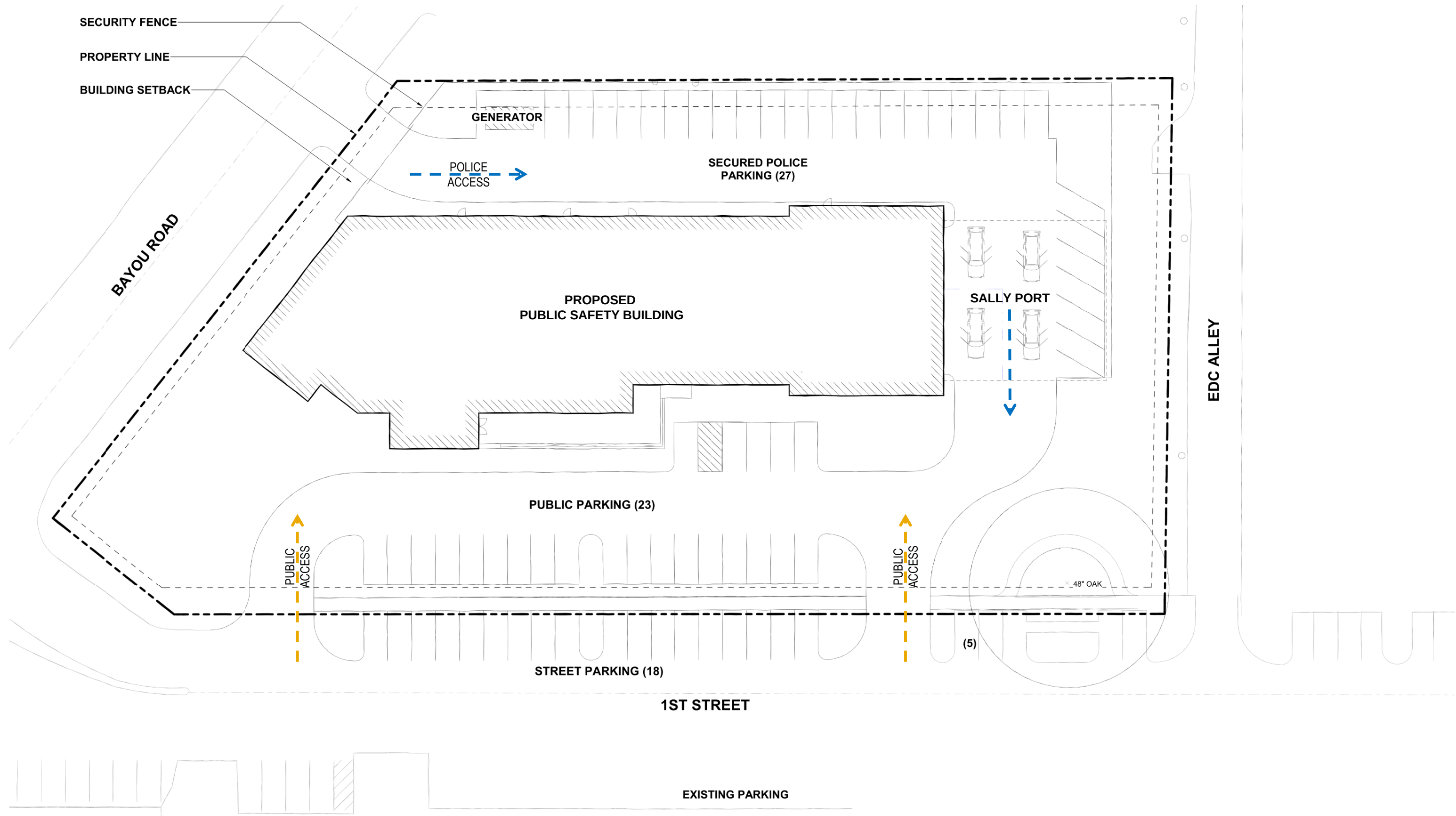
Cons

- Will utilize the EDC alley
- Unused space at the Bayou and 1st Street corner
- No direct views from the lobby to the street



Site Plan Options

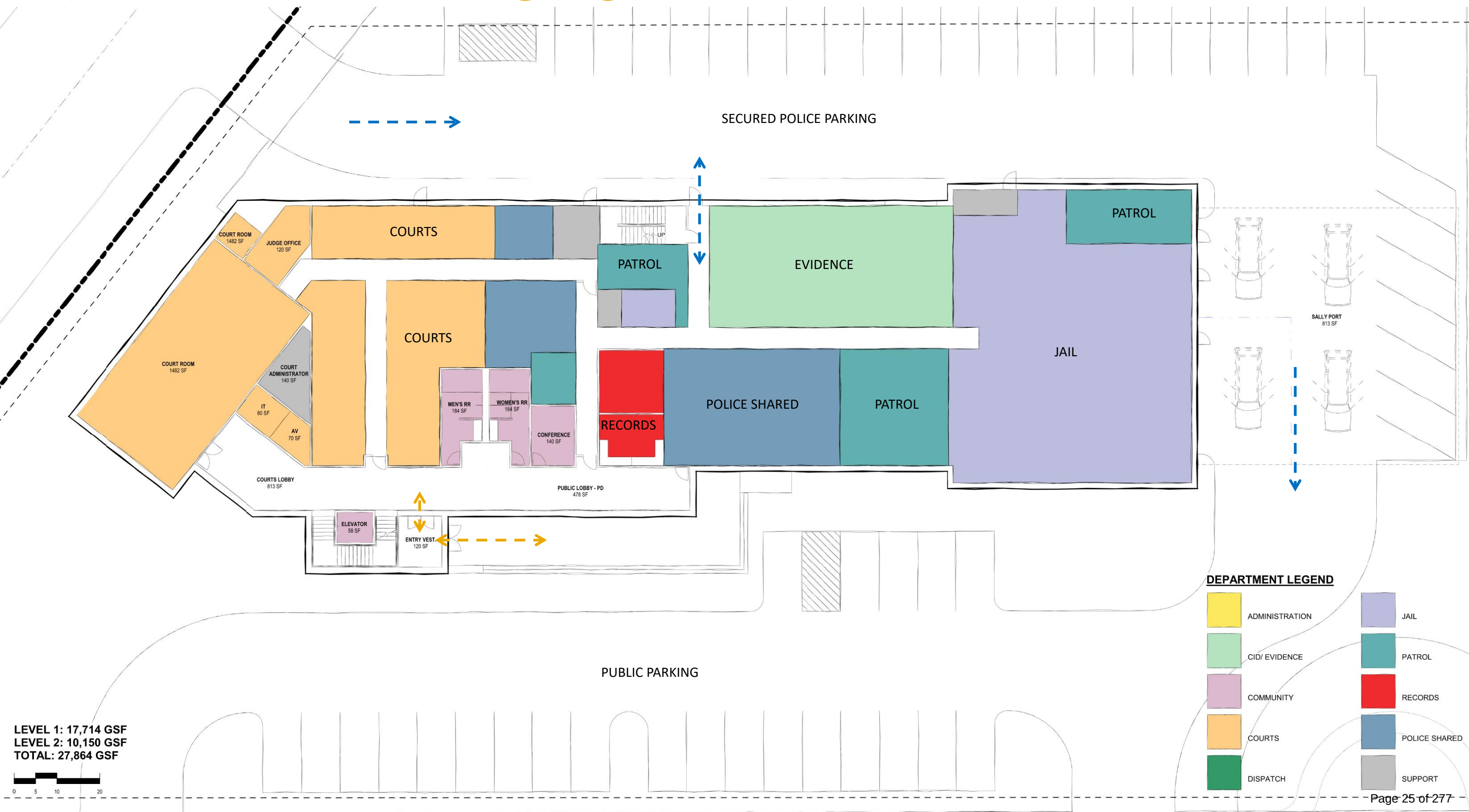
Option 2 – Site Plan Diagram





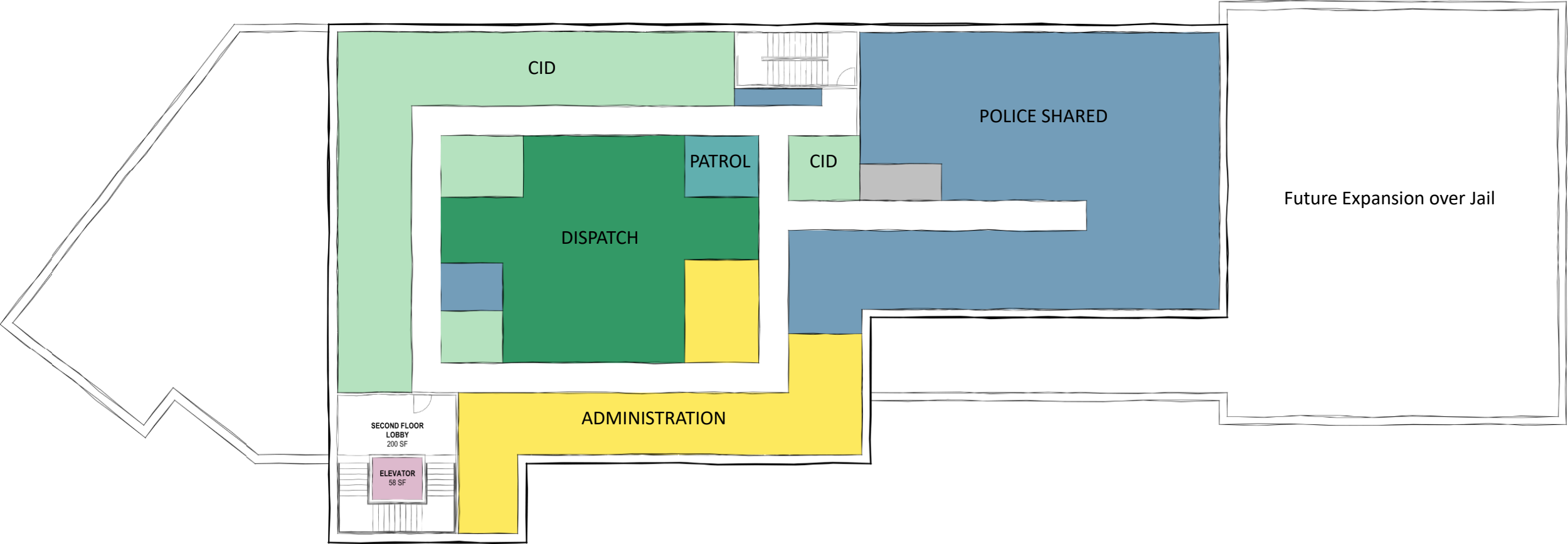
Site Plan Options

Option 2 – First Floor Blocking Diagram



Site Plan Options

Option 2 – Second Floor Blocking Diagram



DEPARTMENT LEGEND

	ADMINISTRATION		JAIL
	CID/ EVIDENCE		PATROL
	COMMUNITY		RECORDS
	COURTS		POLICE SHARED
	DISPATCH		SUPPORT

LEVEL 1: 17,714 GSF
LEVEL 2: 10,150 GSF
TOTAL: 27,864 GSF



Site Plan Options

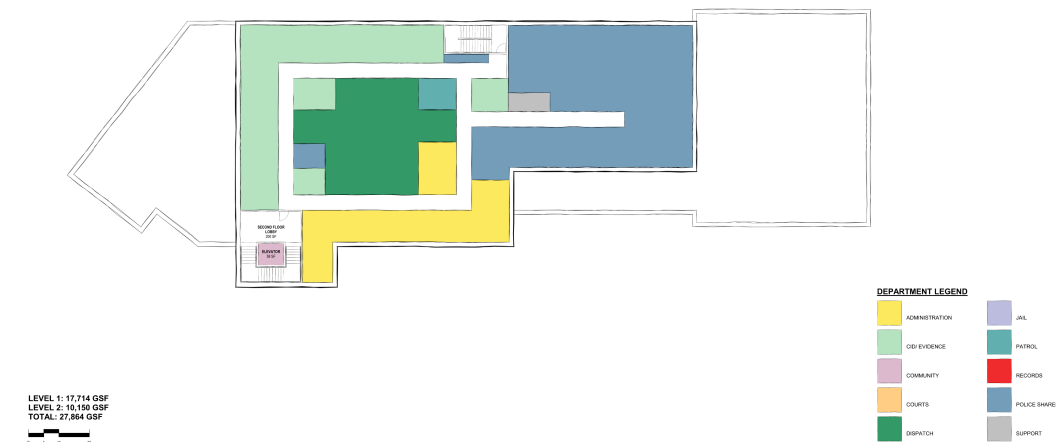
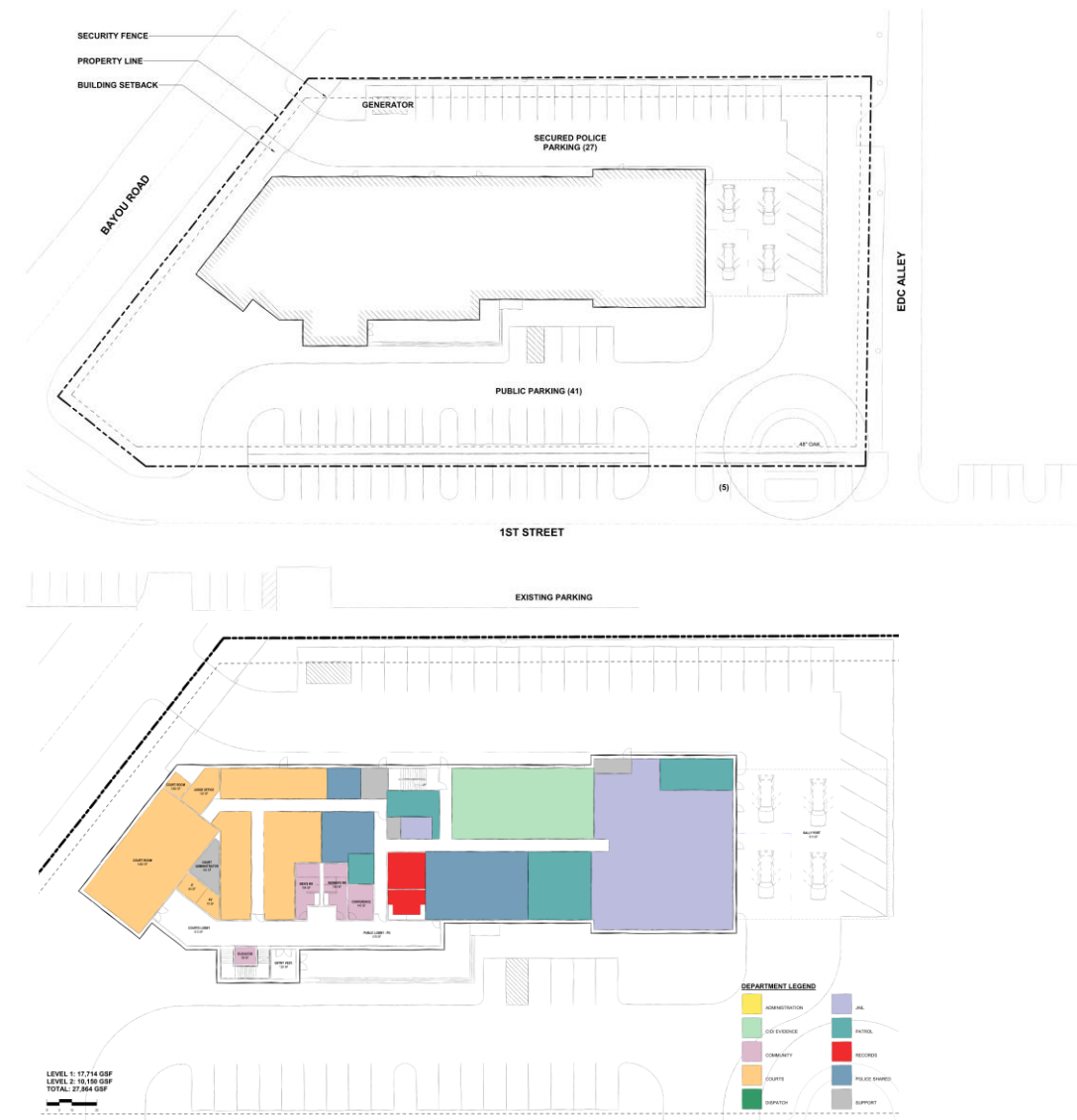
Options 2 - Review

Pros

- Staff parking lot is secured and provides privacy on all sides
- Does not require use of the EDC alley for access
- Public parking is consolidated on the south side
- Lobby has direct visual connection to 1st Street
- Most efficient use of the site at the Bayou and 1st Street corner
- Court Room is a flex space that can be utilized by the community outside of Court hours of operation
- Police training/briefing room is accessible from the Lobby

Cons

- One main lobby, with two entrances
- Police exit through facility parking lot to 1st Street
- Marginally fewer parking spaces on site



Public Safety Building Committee Inputs

Consensus Recommendations to Move Forward

Items for the Public Safety Committee to Provide Input On

- Confirm site selection and location for the project or provide direction to assess other site locations
- Confirm the findings of the Facility Assessment Report
- Confirm the Building Program Square Footages or provide direction
- Confirm the program will include Court and Community program elements
- Confirm selection of preferred site plan and blocking diagram option for further development
- Confirm acceptance of cost estimates provided for the general scope of the project

Next Steps:

- City Council to provide direction on further development of the project



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Santa Monica | +1 213 394 7230

mclemoreluong.com

MCLEMORE LƯƠNG



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Kasey Lott

Department: City Clerk

Agenda Item: 6.II.

Reviewed by:

AGENDA ITEM DESCRIPTION:

Establishing the Code of Ordinances Review Committee, providing for the committee's duties, term, membership, quorum, voting, meeting, and rules of procedure

THIS IS THE SECOND AND FINAL READING

STAFF BRIEFING:

Councilmember Ross requested an Ordinance Review Board in June 2023.

HISTORY:

June 3, 2024 - Councilmember Ross proposed an Ordinance Review Committee to consider areas of opportunity within the city's Code of Ordinances

July 8, 2024 - First Reading

August 12, 2024 - Proposed Public Hearing/ Second Reading

FISCAL IMPACT:

N/A

ORDINANCE NO. O-2024-0013

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, ESTABLISHING THE CODE REVIEW COMMITTEE, PROVIDING FOR THE COMMITTEE'S DUTIES, TERM, MEMBERSHIP, QUORUM, VOTING, MEETINGS, AND RULES OF PROCEDURE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City Council wishes to have various codes reviewed by a Committee to make recommendations to City Council regarding code amendments.

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

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

Section 2. The City Council of the City of La Marque, Texas hereby establishes the Code Review Committee as follows:

Established

The City of La Marque, Texas Code Review Committee (the "Committee") is established as a temporary advisory board whose purpose shall be to make recommendations to the City Council pertaining to the review of portions of the Code of Ordinances, City of La Marque, Texas as identified by the City Council of the City of La Marque, Texas.

Membership, Qualifications, and Term

The Committee shall be composed of 5 voting members with each councilmember and the Mayor appointing one member to the Committee. The Committee may appoint a Chairperson and Vice-Chairperson at its discretion.

Quorum and Voting

A majority of the voting membership shall constitute a quorum for the conducting of business.

Meetings

The Committee may conduct meetings during the next twelve (12) months to discuss matters within the concern of the Committee. The Chairperson of the Committee or any two (2) members of the Committee may call a special meeting as

necessary to conduct business. The meeting shall be held at the City Council Chambers, 1109-b Bayou Road La Marque, Texas 77568, Texas and in accordance with the Texas Open Meetings Act.

The City Clerk or designee shall record minutes of the Committee's meetings and post notice of meetings in accordance with City ordinances and state law. All meeting agendas shall state that members of the City Council may be attending and participating in the discussion.

Rules of Procedure

The conduct and procedure of the Committee meetings shall conform to and be governed by the City Charter, the City Code of Ordinances, and Robert's Rules of Order, Revised.

Section 3. The Committee shall automatically expire and dissolve one year from final passage of this ordinance and all work shall be turned over to the City Clerk.

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Publication and Effective Date. This Ordinance shall be effective 30 days' 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 **15th** day of **July, 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**.

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

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CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Kierra Nance

Department: City Clerk

Agenda Item: 7.I.

Reviewed by:

AGENDA ITEM DESCRIPTION:

Establishing a Public Safety Building Committee; providing an effective date; and making other provisions

THIS IS THE SECOND AND FINAL READING

STAFF BRIEFING:

At the June 3, 2024, meeting, a request was made for a discussion regarding the Public Safety Building Committee to be presented before the council. In 2022, a Public Safety Building Committee was created to be active for a period not to exceed one year.

HISTORY:

April 11, 2022 - Ordinance No. O-2022-0003 was passed

June 24, 2024 - Council agreed to reinstate the committee and a new ordinance to be drafted by City Attorney and Mayor Pro Tem Compian

July 8, 2024 - First reading

August 12, 2024 - proposed second reading

FISCAL IMPACT:

Unknown

ORDINANCE NO. O-2024-0012

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, ESTABLISHING A PUBLIC SAFETY BUILDING COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT

WHEREAS, in 2022 the City of La Marque, Texas established a Public Safety Building Committee to review and consider options to construct a Public Safety Building in the City of La Marque, Texas.

WHEREAS, the Public Safety Building Committee completed its charge and was automatically dissolved.

WHEREAS, the City of La Marque, Texas wishes to reconstitute the Public Safety Building Committee to consider options to construct a Public Safety Building in the City of La Marque, Texas.

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

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

Section 2. A Public Safety Building Committee, consisting of five members who must be citizens of the City of La Marque, Texas, is hereby established. Each Councilmember and the Mayor shall appoint one member to the Public Safety Building Committee. Each member of the Public Safety Building Committee shall serve a one-year term.

Section 3. At the first meeting of the Public Safety Building Committee, the Public Safety Building Committee shall elect a presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings and a vice presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings in the presiding officer's absence. The conduct and procedure of the Public Safety Building Committee meetings shall conform to and be governed by the City Charter, the City Code of Ordinances, and Robert's Rules of Order, Revised.

Section 4. The Public Safety Building Committee shall post its meetings in accordance with the Texas Open Meetings Act. The City Clerk or designee shall record

minutes of the Committee's meetings and post notice of meetings in accordance with City Ordinances and State Law. A majority of the voting membership shall constitute a quorum for the conducting of business. The meeting shall be held at the City Council Chambers, 1109-b Bayou Road La Marque, Texas 77568 and shall state that members of City Council may be attending and participating in the discussion.

Section 5. The Public Safety Building Committee shall perform the following functions:

1. Analyze work done in 2022 by the Public Safety Building Committee and McLemore Luong Architects and consider possible updates.
2. Analyze how a Public Safety Building would encourage and engage surrounding community features.
3. Analyze and update a proposed budget and project plan for a Public Safety Building for recommendation to the City Council.
4. Analyze how a Public Safety Building establishes public programmatic features so that a Public Safety Building would provide a positive impact on the community, health, and wellness of the citizens of the City of La Marque, Texas.

Section 6. The Public Safety Building Committee shall automatically expire and dissolve one year from final passage of this ordinance and all work shall be turned over to the City Clerk.

Section 7. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 8. Publication and Effective Date. 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, AND APPROVED by the City Council of the City of La Marque on First Reading this **15th** day of **July, 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**.

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

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CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney

ORDINANCE NO. O-2021-0003

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS ESTABLISHING A PUBLIC SAFETY BUILDING COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

Whereas, on or about January 10, 2022, the City of La Marque, Texas, engaged the firm McLemore Luong Architects (MLA) to provide professional services necessary for the facility assessment and programming of the new Public Safety Building for the City of La Marque, Texas;

Whereas, the City is considering constructing a new Public Safety Building at a location to be determined in the City of La Marque, Texas; and

Whereas, the City Council of the City of La Marque, Texas, is authorized to create boards and commissions in accordance with the City Charter of La Marque, Texas.

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

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

Section 2. A Public Safety Building Committee, consisting of five members who must be citizens of the City of La Marque, Texas, is hereby established. Each Councilmember and the Mayor shall appoint one member to the Public Safety Building Committee. Each member of the Public Safety Building Committee shall serve a one-year term.

Section 3. At the first meeting of the Public Safety Building Committee, the Public Safety Building Committee shall elect a presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings and a vice presiding officer of the Public Safety Building Committee to preside over the Public Safety Building Committee meetings in the presiding officer's absence.

Section 4. The Public Safety Building Committee shall post its meetings in accordance with the Texas Open Meetings Act.

Section 5. The Public Safety Building Committee shall perform the following functions:

- a. To work with McLemore Luong Architects on the style of architecture as it relates to the continued development and revitalization of Downtown La Marque, Texas;
- b. To work with McLemore Luong Architects in establishing the public programmatic features of the building that directly impact the community, health, and wellness of the Citizens of the City of La Marque, Texas;
- c. To work with McLemore Luong Architects in establishing how the Public Safety Building encourages and engages the surrounding features; and
- d. To work with McLemore Luong Architects to establish a budget for recommendation to the City Council;

Section 6. The Public Safety Building Committee shall automatically expire and dissolve one year from final passage of this ordinance and all work shall be turned over to the City Clerk.

Section 7. Repeal. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 8. 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 9. Purpose. The purpose of passing this Ordinance is to provide community input on a new public safety building.

Section 10. Publication and Effective Date. This Ordinance shall be effective immediately upon City Council's final adoption of this Ordinance, 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 and the penalty for violating this ordinance in accordance with Chapter 52 of the Texas Local Government Code and Article II of the City Charter.

PASSED AND APPROVED, by the City Council of the City of La Marque on First Reading this 14th day of March, 2022; and

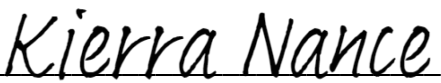
PASSED, APPROVED AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this 11th day of April, 2022; and

CITY OF LA MARQUE, TEXAS



Keith Bell, Mayor

ATTEST:



Kierra K. Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel
Consulting City Attorney



June 13, 2022

CITY OF LA MARQUE
CITY COUNCIL PRESENTATION – PROGRESS UPDATE

MCLEMORE LUONG

Agenda

- 1) Review of Public Safety Building Committee Meetings to Date
 - April 20, 2022 Meeting Review – Assessment
 - May 11, 2022 Meeting Review – Programming
 - June 8, 2022 Meeting Review – Building Site Plans
- 2) Present two site plan/floor plan options
- 3) Review of Public Safety Building Committee Inputs



Public Safety Building Committee Recap

April 20, 2022 – Review of Existing Police Station and Facility Assessment Report

Meeting Location: Police Station, Roll Call Room Housekeeping Summary Review

- Committee members briefed on Open Meetings Act and Meeting Procedures
- Committee agreed to meet every other Wednesday, starting May 11, 2022 at 5:00 PM
- Reviewed the goals of the committee – To provide consensus recommendations to council on the following items:
 - Location / Cost / Program / Size / Schedule / Aesthetic

Technical Summary Review

- Reviewed the staff interviews, existing facility data sheets, and staff projection methodology
- Gave committee a detailed tour of the Police Station, accompanied by Police Staff for questions
- Reviewed the Facility Assessment Report in detail

MSLEMORE LƯƠNG		A.M.D.G.	
Project Name	City of La Marque Public Safety Building	Room Name	Lieutenant Sargeant Forrest Gandy's Office
Client Name	City of La Marque	Room Number	N/A
Building Name	Police Department	Department	CC
Building Address	431 Bayou Road, La Marque, Texas 77568		
Project Phase	Existing Conditions Assessment		
Prepared By Client	Detective Matthew Cypert		
Prepared by M&A	Alec Luong		
General			
General Room Description	Lieutenant Gandy's		
Functional Relationships			
Space Data	Area (SF)		
Description of Activities	Office to work and		
Special Access Notes	Has outside door to		
Equipment			
Lighting	Type	Artic	
HVAC	Type	Stand	
Acoustics	Type		
Safety	Ballistic	None	
Blinds	Type		
Services			
Electrical	Type	120V	
Data	Notes		
Security	Notes	No	
Plumbing	Notes	No	
Fire System	Type	Alarm	
Finishes			
Room	Floor	Vinyl	
Doors	Type	Full R	
Windows	Type	Door	
Equipment / Millwork			
AV	TV		
Office	EQ1	Came	
Appliance	API	Relig	
	API		
Furniture	Desk	Single	
Boards	Notes	2 Sin	
Millwork	Type	Dry E	
Countertop	Base	No	
	Type		
	Notes		

MSLEMORE LƯƠNG

expected to continue to grow at a rate of 2.5% annually as residential development continues to provide suburban housing in the city.

§1.2 Community Demographics

The US Census 2019 ACS 5-Year Survey shows the City of La Marque having a population of 18,861 with a median household income of \$53,964. Since 2010, the population has grown from 14,568 to the current total, with an average annual growth rate of 2.06%.

Year	Population	Growth	Annual Growth Rate
2022	18,861	514	2.80%
2021	18,347	514	2.88%
2020	17,833	514	2.97%
2019	17,319	514	3.06%
2018	16,805	56	0.39%
2017	16,729	360	2.20%
2016	16,379	564	3.70%
2015	15,795	336	2.17%
2014	15,459	319	2.11%
2013	15,140	216	1.45%
2012	14,924	211	1.71%
2011	14,673	105	0.72%
2010	14,568	885	6.03%

Figure 1-1 La Marque Population by Year¹

The City of La Marque is a diverse community, with roughly equal representation of White, Hispanic, and African American populations within the city. The following breakdown of population by race is provided:

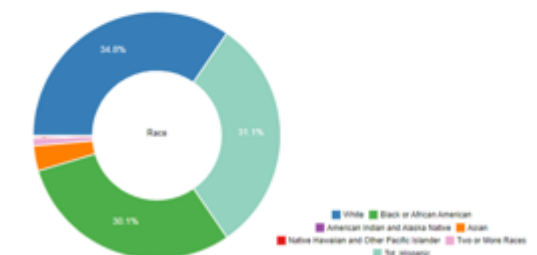


Figure 1-2 La Marque Population by Race

¹ Note: 2021 and 2022 data are projected

8 | City of La Marque Police and Municipal Courts Facility Assessment Report



Public Safety Building Committee Recap

May 11, 2022 – Review of Proposed Public Safety Building Program

Meeting Location: Council Chambers
Housekeeping Summary Review

- No items to review

Technical Summary Review

- Detailed review of the proposed Program Documents provided by MLA
 - Reviewed program on a department by department basis
 - Reviewed methodology to determine square footage requirements
 - Reviewed “wants” vs “needs”
 - Reviewed benchmark stations sizes and square footage requirements for future expansion
- Detailed discussion on combined program benefits to including courts and utilizing shared spaces for civic events

MSLEMORE LUONG		A.M.D.G. 2/16/2022	
Project Name	City of La Marque Public Safety Building		
Client Name	City of La Marque		
Building Name	Police Department		
Building Address	431 Bayou Road, La Marque, Texas 77568		
Project Phase	Program Based on Bellare, Webster, League City, and Texas City Stations		
Prepared By Client			
Prepared by MLA	Alec Luong		

MSLEMORE LUONG		A.M.D.G. 2/16/2022	
Project Name	City of La Marque Public Safety Building		
Client Name	City of La Marque		
Building Name	Police Department		
Building Address	431 Bayou Road, La Marque, Texas 77568		
Project Phase	Program Based on Bellare, Webster, League City, and Texas City Stations		
Prepared By Client			
Prepared by MLA	Alec Luong		

Departments	Comments	Number	Area	Total
Community				
Community Room	Multi-Purpose			
Conference	legal use.			
Elevator	Public Elevator			
Entrance Vestibule	Secure entry			
Men's Restroom	Men's public			
Public Lobby	Main entry to Second floor			
Women's Restroom	Women's public			
Community Total				
Courts				
Clerk Workroom	Front of house			
Court Records	High density many file boxes			
Court Room	Court Room bench, with			
Courts Breakroom	Breakroom			
Judge's Office	Judge's Office			
Jury Deliberation Restroom	Dedicated to Jury meeting			
Jury Room	Shared court			
Office	Shared office			
Prosecutor Office	Prosecutor's Office			
Staff Restroom	Single use			
Courts Total				
Police				
Administration				
Administration Conference	Conference			
Chief Office	Chief Office			
Chief Storage	Private storage			
Clerk Workroom	Front of house			
Copy Room	Printer / Copier			
Dispatch	Dispatch work area			
Dispatch Admin Office	Dispatch administration			
Dispatch Breakroom	Dispatch breakroom			
DMARC	Main terminal			
IT Office	Dedicated IT			
Men's Locker Room	Men's locker			
Men's Restroom	Men's restroom			
Men's Shower	Men's shower			
Police Breakroom	Police breakroom			
Police Records	high density storage for police records. Need to determine how many file boxes of records are required.	1	178	178
Police Secretary	Front reception desk secretary	1	138	138
Server Room	Main Server room for police building	1	258	258
Tactical Training	Specialty training room for simulated exercises	1	400	400
Training Room	Training room for up to 30 people	1	600	600
Visitor Restroom	Single use restroom for Police Admin and Visitors	1	60	60
Women's Locker Room	Women's locker room with 28 lockers	1	238	238
Women's Restroom	Women's restroom	1	138	138
Women's Shower	Women's Shower with 2 showers	1	78	78
Admin Services Div. Lt. Office	Admin Lt. Office	1	138	138
Patrol Services Div. Lt. Office	Compliance Officer Office	1	128	128
Assistant Chief Office	Assistant Chief Office	1	140	140
Fitness	Fitness area for police employees	1	600	600
Department				
CID Offices	CID Officer Offices	7	128	840
Evidence Drop	Evidence processing, tagging work area	1	100	100
Evidence Lab	Evidence lab area with specialty equipment. Full list of equipment to be provided.	1	200	200
Evidence Office	Evidence processing tech office space. To be included in evidence storage room	1	100	100
Evidence Storage	for staff	1	400	400
Interview Room	Hard / Soft interview room	1	100	100
Major Case Workroom	Workroom with locked door for major case	1	120	120
Narcotics Storage	Storage for narcotics, both cold and room temperature, with dedicated staff	1	100	100
Investigative Services Div. Lt. Office	CID Lt. Office	1	130	130
Jail				
AFIS Room	AFIS machine with wall for photographs	1	78	78
Booking Area	Detention area with three workstations	1	458	458
DWI Room	DWI Administration area with camera recording station	1	138	138
Holding Cell	Detention cell with masonry bench	2	58	100
Inmate Restroom	Female restroom detention cell	1	60	60
Isolation Cell	Specialty isolation cell with in ground toilet and padded walls	1	30	30
Jail Staff Restroom	Jail Staff Restroom	1	60	60
Jail Supply	refrigerator	1	250	250
Jailer Office	Jailers office with two shared workstations	1	158	158
Juvenile Processing	Juvenile processing area	1	105	105
Men's ADA Detention Cell	ADA Jail Detention cell with two masonry beds each	1	118	118
Men's Detention Cell	Jail detention cell with two masonry beds each	5	100	500
Men's Shower Cell	ADA Shower Cell	1	68	68
Security Vestibule	Secure vestibule with gun lockers	2	30	100
Women's ADA Detention Cell	ADA Jail Detention cell with two masonry beds each	1	118	118
Women's Detention Cell	Jail detention cell with two masonry beds each	2	100	200
Women's Shower Cell	ADA Shower Cell	1	68	68
Patrol				
Armory	Armory for gun cleaning, parts and supply storage	1	100	100
Beverage Bar	Coffee / water bar area for patrol	1	20	20



Public Safety Building Committee Recap

June 8, 2022 – Review of Proposed Site Plan Options

Meeting Location: Community Room
Housekeeping Summary Review

- No items to review

Technical Summary Review

- Review of two site plan options and associated pro and cons
(will be reviewed with Council this evening)
- Discussed input requirements needed from the Committee to
present to Council at the June 13 meeting



Site Plan Option Review

Two Site Plan Options and Blocking Diagrams for Review

Summary

- Two site plan options developed for review by the Public Safety Building Committee and City Council
- Site plan options are high level exercises to confirm general adjacencies, site layout, and square footages

Similarities

- Both site plan options are approximately 28,000 gross square feet
- Both site plan options contain police, courts, and civic spaces
- Both site plan options are two story buildings, with the possibility of future second floor expansion

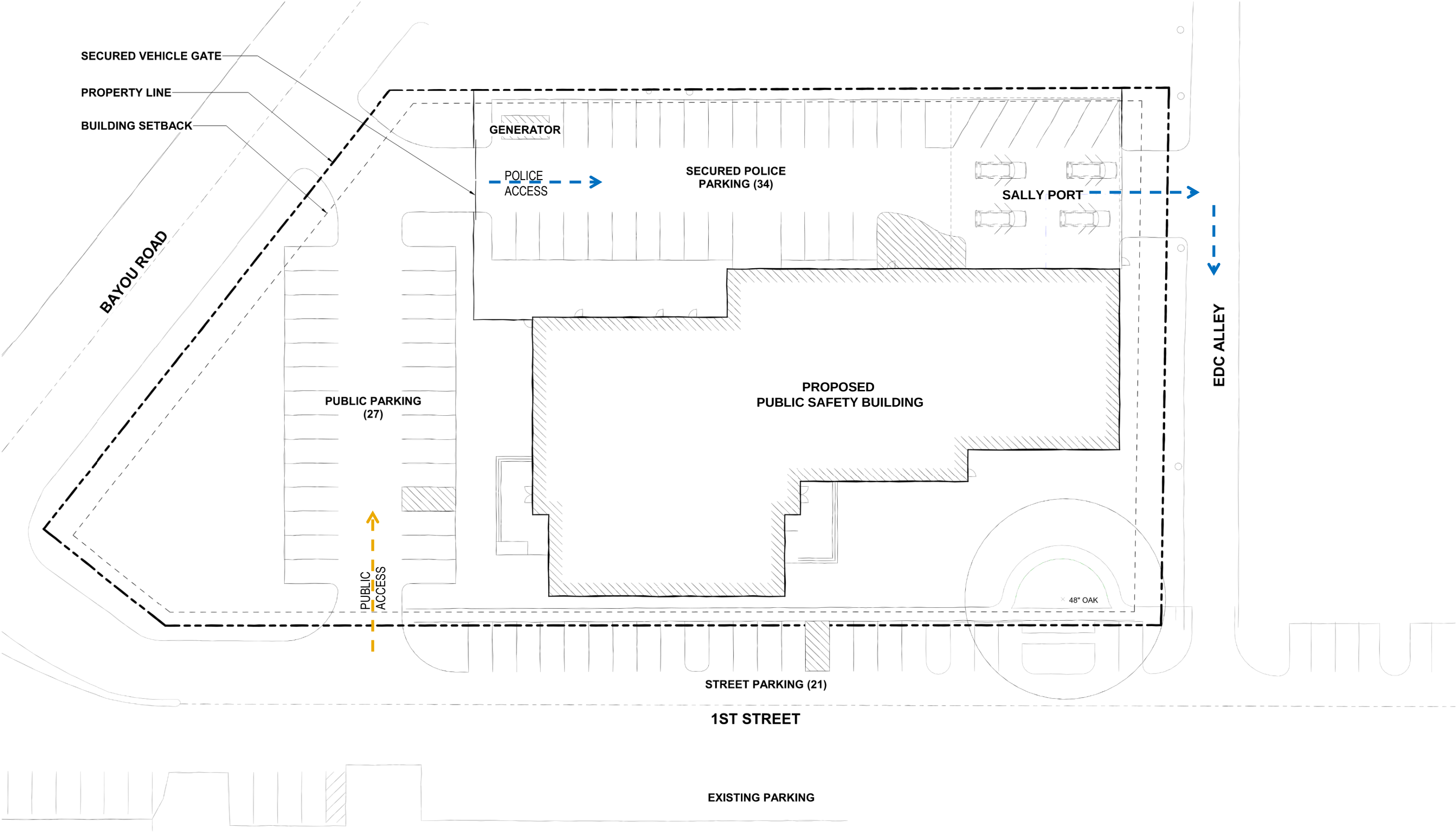
Differences

- Site plans offer different approaches to the EDC alleyway
- Have different entrance experiences for police and courts
- Site plans offer different relationships to the public right of way



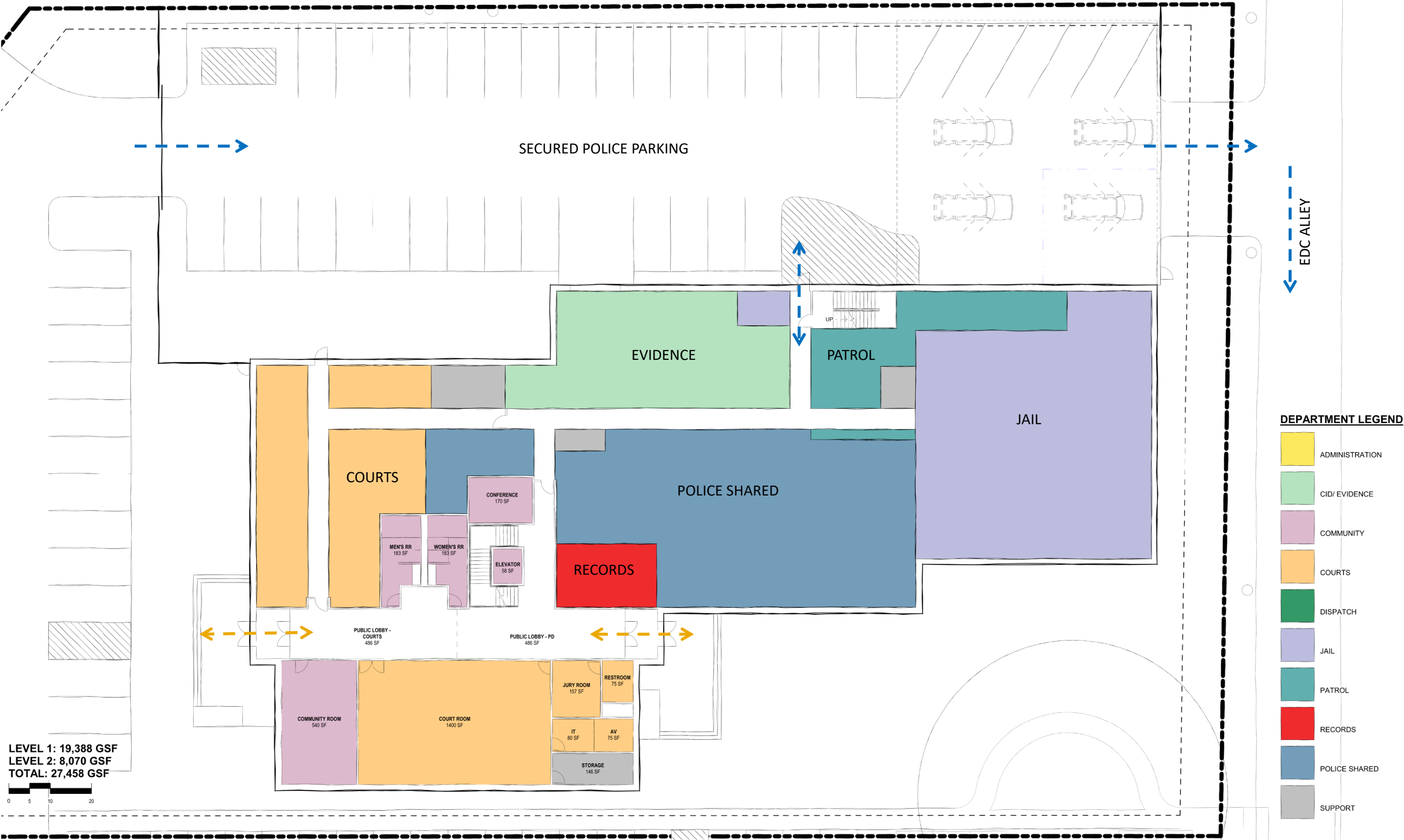
Site Plan Options

Option 1 – Site Plan Diagram



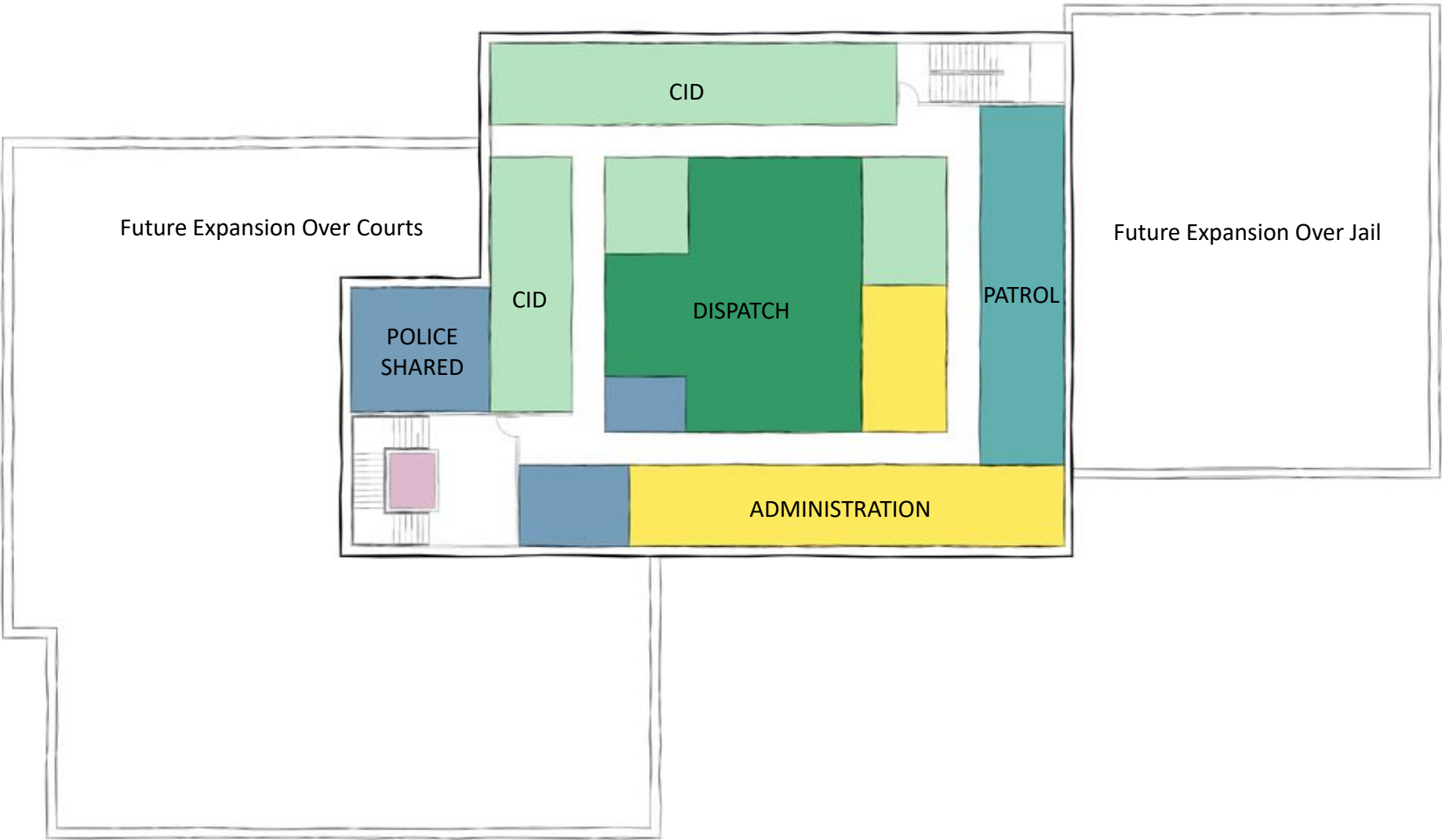
Site Plan Options

Option 1 – First Floor Blocking Diagram



Site Plan Options

Option 1 – Second Floor Blocking Diagram



LEVEL 1: 19,388 GSF
LEVEL 2: 8,070 GSF
TOTAL: 27,458 GSF



DEPARTMENT LEGEND	
	ADMINISTRATION
	CID/ EVIDENCE
	COMMUNITY
	COURTS
	DISPATCH
	JAIL
	PATROL
	RECORDS
	POLICE SHARED
	SUPPORT

Site Plan Options

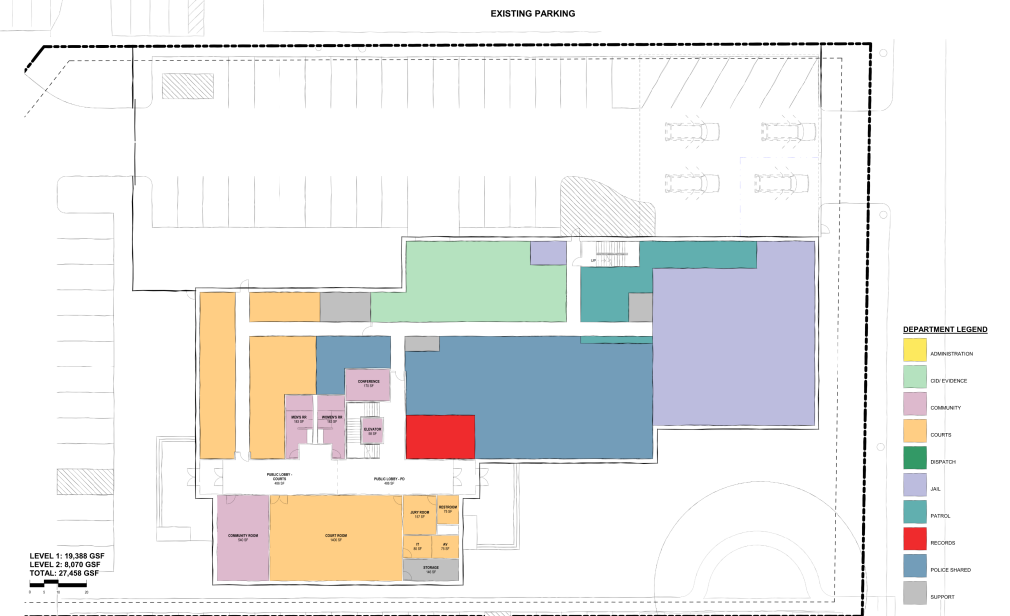
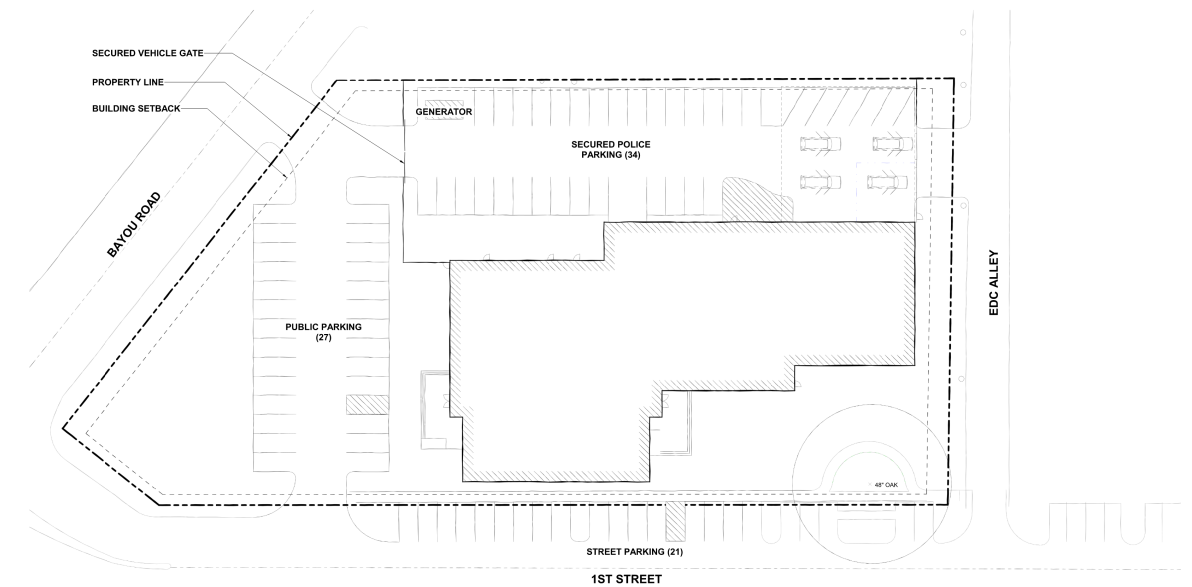
Options 1 - Review

Summary

- Staff parking lot is secured and provides privacy on all sides
- Has two separate public entry vestibules, one for Courts and one for the Police Department, that serve as panic rooms
- Includes a Community Room separate from the Court room for public use

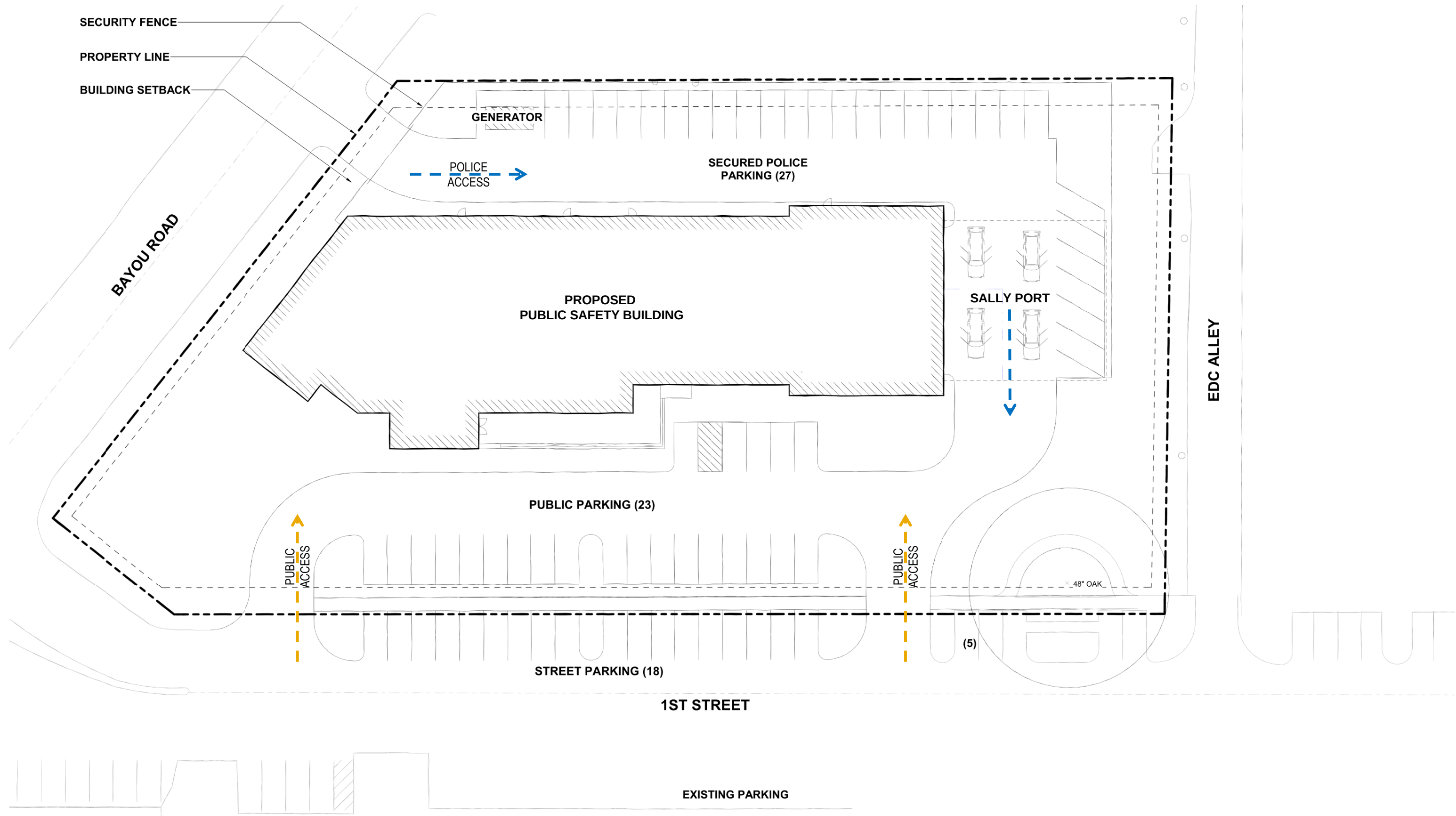
Cons

- Will utilize the EDC alley
- Unused space at the Bayou and 1st Street corner
- No direct views from the lobby to the street



Site Plan Options

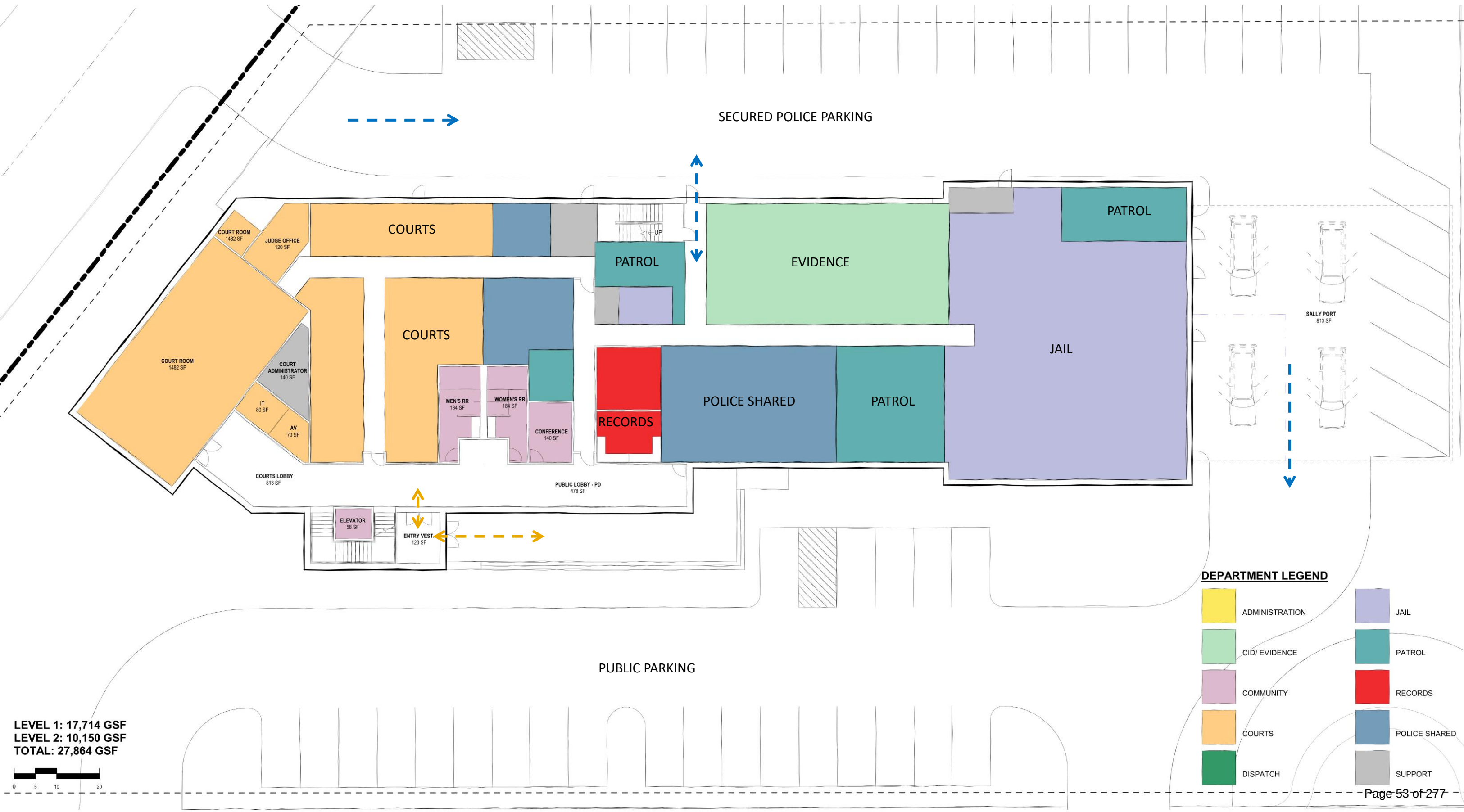
Option 2 – Site Plan Diagram





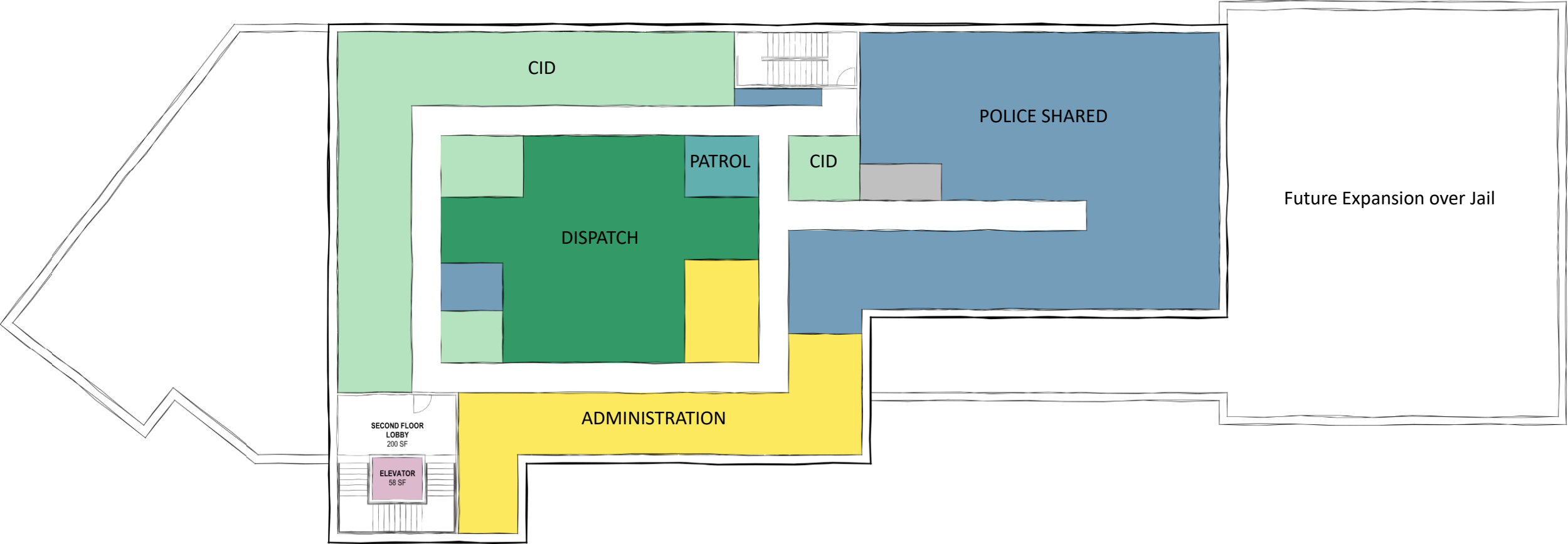
Site Plan Options

Option 2 – First Floor Blocking Diagram



Site Plan Options

Option 2 – Second Floor Blocking Diagram



DEPARTMENT LEGEND

	ADMINISTRATION		JAIL
	CID/ EVIDENCE		PATROL
	COMMUNITY		RECORDS
	COURTS		POLICE SHARED
	DISPATCH		SUPPORT

LEVEL 1: 17,714 GSF
LEVEL 2: 10,150 GSF
TOTAL: 27,864 GSF



Site Plan Options

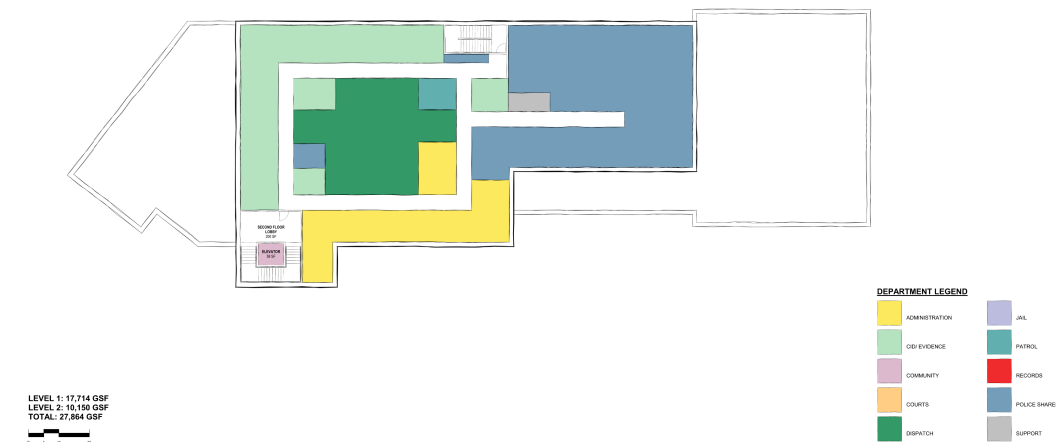
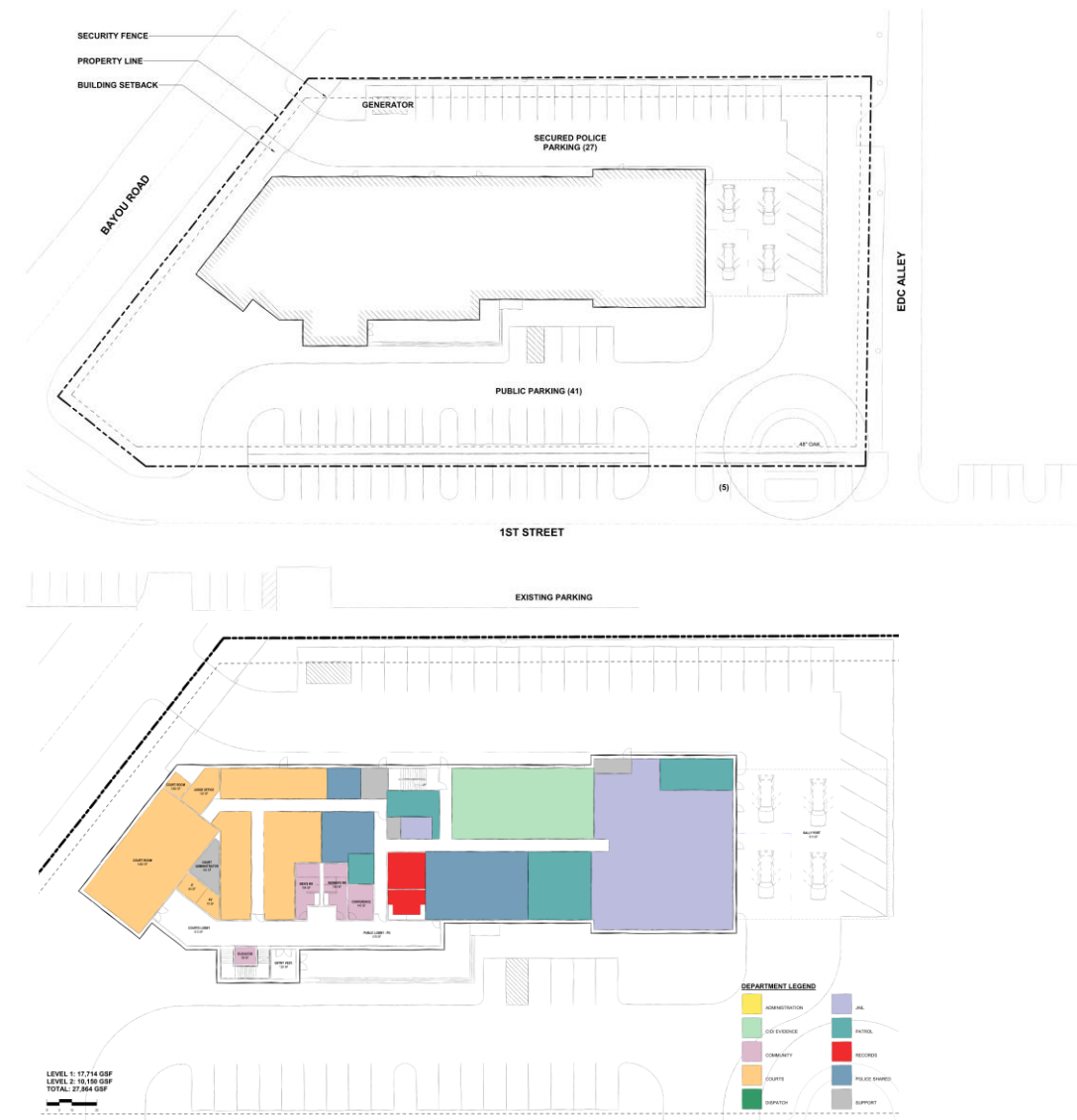
Options 2 - Review

Pros

- Staff parking lot is secured and provides privacy on all sides
- Does not require use of the EDC alley for access
- Public parking is consolidated on the south side
- Lobby has direct visual connection to 1st Street
- Most efficient use of the site at the Bayou and 1st Street corner
- Court Room is a flex space that can be utilized by the community outside of Court hours of operation
- Police training/briefing room is accessible from the Lobby

Cons

- One main lobby, with two entrances
- Police exit through facility parking lot to 1st Street
- Marginally fewer parking spaces on site



Public Safety Building Committee Inputs

Consensus Recommendations to Move Forward

Items for the Public Safety Committee to Provide Input On

- Confirm site selection and location for the project or provide direction to assess other site locations
- Confirm the findings of the Facility Assessment Report
- Confirm the Building Program Square Footages or provide direction
- Confirm the program will include Court and Community program elements
- Confirm selection of preferred site plan and blocking diagram option for further development
- Confirm acceptance of cost estimates provided for the general scope of the project

Next Steps:

- City Council to provide direction on further development of the project



Houston | +1 346 708 8241
San Antonio | +1 726 245 1378
Santa Monica | +1 213 394 7230

mclemoreluong.com

MCLEMORE LƯƠNG



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Kasey Lott

Department: City Clerk

Agenda Item: 7.II.

Reviewed by:

AGENDA ITEM DESCRIPTION:

Establishing the Code of Ordinances Review Committee, providing for the committee's duties, term, membership, quorum, voting, meeting, and rules of procedure

THIS IS THE SECOND AND FINAL READING

STAFF BRIEFING:

Councilmember Ross requested an Ordinance Review Board in June 2023.

HISTORY:

June 3, 2024 - Councilmember Ross proposed an Ordinance Review Committee to consider areas of opportunity within the city's Code of Ordinances

July 8, 2024 - First Reading

August 12, 2024 - Proposed Public Hearing/ Second Reading

FISCAL IMPACT:

N/A

ORDINANCE NO. O-2024-0013

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, ESTABLISHING THE CODE REVIEW COMMITTEE, PROVIDING FOR THE COMMITTEE'S DUTIES, TERM, MEMBERSHIP, QUORUM, VOTING, MEETINGS, AND RULES OF PROCEDURE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City Council wishes to have various codes reviewed by a Committee to make recommendations to City Council regarding code amendments.

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

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

Section 2. The City Council of the City of La Marque, Texas hereby establishes the Code Review Committee as follows:

Established

The City of La Marque, Texas Code Review Committee (the "Committee") is established as a temporary advisory board whose purpose shall be to make recommendations to the City Council pertaining to the review of portions of the Code of Ordinances, City of La Marque, Texas as identified by the City Council of the City of La Marque, Texas.

Membership, Qualifications, and Term

The Committee shall be composed of 5 voting members with each councilmember and the Mayor appointing one member to the Committee. The Committee may appoint a Chairperson and Vice-Chairperson at its discretion.

Quorum and Voting

A majority of the voting membership shall constitute a quorum for the conducting of business.

Meetings

The Committee may conduct meetings during the next twelve (12) months to discuss matters within the concern of the Committee. The Chairperson of the Committee or any two (2) members of the Committee may call a special meeting as

necessary to conduct business. The meeting shall be held at the City Council Chambers, 1109-b Bayou Road La Marque, Texas 77568, Texas and in accordance with the Texas Open Meetings Act.

The City Clerk or designee shall record minutes of the Committee's meetings and post notice of meetings in accordance with City ordinances and state law. All meeting agendas shall state that members of the City Council may be attending and participating in the discussion.

Rules of Procedure

The conduct and procedure of the Committee meetings shall conform to and be governed by the City Charter, the City Code of Ordinances, and Robert's Rules of Order, Revised.

Section 3. The Committee shall automatically expire and dissolve one year from final passage of this ordinance and all work shall be turned over to the City Clerk.

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Publication and Effective Date. This Ordinance shall be effective 30 days' 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 **15th** day of **July, 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**.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 7.III.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Committing local funds for the Westward Stormwater Improvement Project - GLO Contract No. 20-065-105-C287

STAFF BRIEFING:

- The Westlawn Stormwater Improvement Project is nearing completion, which requires funding from the City for the Project Closeout.
- The Texas General Land Office (GLO) has requested that the City approve the attached Resolution for the City share of the Project.
- The City Council previously approved by Resolution (attached) to accept responsibility for funding the excess expense above the GLO contract amount of \$1,447,527.00 in the amount of \$600,000 per the Agenda Memo dated May 8, 2024.
- The GLO is considering a request from the City to transfer funds in the amount of \$55,147.85 from the Administration / Environmental approved expense to the Construction expense. If approved, this amount will reduce the amount due from the City.
- The City recently made a payment to the Contractor based on the approved Resolution No. 2023-0033 (attached) .
- The Project is currently \$85,216.13 under budget; there were six (6) approved change orders. (Listed below)
- The original funding options cited the 2020 C.O. Bonds. However, City staff recommend using available funds within the Utility Fund to cover the City share cost of this project.

HISTORY:

- April 2020 - GLO Contract Approved \$1,447,527.00
- January 2023 - Release of Request for Bids
- March 2023 - Bid Opening
- May 2023 - Bid Award to AR Turnkey \$1,688,858.00
- September 2023 - Construction Start
- October 2023 - Change Order #1 - change of pipe material - \$136,463.63 reduction

- October 2023 - Change Order #2 - Waterline conflict - installed new pipeline - \$12,450 addition
- March 2024 - Change Order #3 & #4 - Additional culvert, channel grading, and paving - \$7,510.00 addition
- March 2024 - Change Order \$5 - Material adjustments - \$2,124.00 reduction.
- June 2024 - Change Order #6 - Sod installation - restoration - \$33,411.50 addition

FISCAL IMPACT:

\$420,436.87 - funded by the Utility Fund Capital Expendures

RESOLUTION NO. R-2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE COMMITTING LOCAL FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT WITH THE TEXAS GENERAL LAND OFFICE (GLO), STATE CONTRACT NO. 20-065-105-C287.

WHEREAS, the City Council of the City of La Marque desires to develop a viable community, including descent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary to include local funds, in order to complete the scope of work for the flood and drainage improvements in the project area.

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

1. That the City commits up to \$ 420,436.87 from its General Fund towards the construction cost of the sewer improvement project for the GLO CDBG Contract No. 20-065-105-C287.
2. That the local funds committed to the CDBG grant 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.
3. That with these additional funds, combined with the GLO CDBG Grant funds, the City awards the construction contract to AR TURNKEE CONSTRUCTION COMPANY INC. in the full amount of \$1,603,641.87.

PASSED AND APPROVED ON THE _____ DAY OF _____, 2024.

Keith Bell - Mayor

ATTEST:

Kierra Nance - City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: May 8, 2023
Prepared by: Rick Sailer
Department: Public Works

Agenda item: _____
Reviewed by: _____

AGENDA ITEM DESCRIPTION: Discussion/possible action regarding Resolution #
pertaining to Award of Bid to AR Turnkey Construction for Construction of
Westlawn Flood Control and Drainage Project.



ATTACHMENTS FOR REFERENCE:

1. Bid Submittal & Signature Page - AR Turnkey Construction
2. Bid Tab Summary - Adico Engineers
3. Engineer's Construction Cost Estimate
4. Engineer's Recommendation
5. Texas General Land Office (GLO) Performance Statement
6. Authority to Use Grant Funds

STAFF BRIEFING:

- Bid Opening was on March 13, 2023; 7 Bids were received; Adico Engineers completed bid review, analysis and recommendation.
- AR Turnkey Construction submitted the lowest Base Bid with a total cost of \$1,613,715.00; Total Bid including Alternate Bid items was \$1,688,858.00
- The lowest Total bid is \$505,653 higher than available funds through GLO Contract # 20-065-105-C287
- Additional Funding qualifies to use the 2020 Certificates of Obligation Bonds to complete the Project as designed and approved by GLO Performance Statement. The Project design met the obligations of the GLO Performance Statement; deleting Project Scope to reduce cost to the available funding through the GLO Grant changes the effectiveness of the Project and does not meet the GLO Performance Statement, which we are bound to complete by the GLO Contract. Changing the Scope of the Project requires a change to the Performance Statement, causing further delays and risking ability to meet basis obligation of the funding reasoning, the designed scope of the Project is recommended by staff.
- Rebidding the Project risks the possibility of higher not lower bids.
- Minor material changes may be made to reduce some costs, but; however, additional financial approval of \$600,000 to cover material testing and contingencies
- The GLO Contract was signed in 2020 and unfortunately construction costs have risen over the last three (3) years, partially creating the large discrepancy from the original Construction Cost Estimate.



CITY COUNCIL AGENDA FORM

- Finance Director has reviewed and approved.
- City Manager has reviewed and approved.
- City Engineer has reviewed and approved.
- City Attorney has reviewed and approved
- Grant Administrator has reviewed and approved.

HISTORY:

- GLO Contract Approved April 8, 2020
- Release of Request for Bids - January 23, 2023
- Bid Opening - March 13, 2023

TARGET IMPLEMENTATION -

- Notice to Proceed - May 15, 2023

SIGNIFICANT ACTION DATES:

- Project Completion - 11/31/23
- Project Acceptance & Final Payment - 12/14/23

ACTION:

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

Cost Details:	
Budgeted	-0-
Actual Bid	\$1,688,858
Estimated Expenditure (City portion)	\$505,653
Acct. Name(s)	GLO Project C287
GLO Funds	\$1,183,205
2020 C.O. Bond Funds	\$505,653

STAFF'S RECOMMENDATION:

Motion to award the Bid for Construction to AR Turnkey Construction for the Westlawn Stormwater Improvement Project in the amount of \$1,688,858.00.

FISCAL IMPACT: \$600,000 - 2020 C.O. Bond Proceeds (*this is maximum estimated fiscal impact to cover contingencies and required material testing*)

RESOLUTION NO. 2023-0033

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AWARDING BID FOR WESTLAWN FLOOD CONTROL AND DRAINAGE PROJCT; AND
AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS
NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR
THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in 2020 The Texas General Land Office approved funding for the Westlawn Flood Control and Drainage Project; and

WHEREAS, on March 13, 2023, 7 bids were received, reviewed, and analyzed by consulting engineering firm ADICO, LLC; and

WHEREAS, the City of La Marque acknowledges that AR Turnkey submitted the lowest Base Bid and that the submitted bid is \$505,653 above the available funds through the City's General Land Office Contract #20-065-105-C287; and

WHEREAS, the City of La Marque identifies that additional funding requirements qualify for use of 2020 Certificates of Obligation Bonds to complete the project as designed and approved by the General Land Office Performance Statement; and

WHEREAS, upon full review and consideration of the Evaluation Summary, herein attached as Exhibit 'A' and all matters attendant and related thereto, the City Council is of the opinion that this project should be awarded to AR Turnkey Construction and that the City Manager should be authorized to execute an Agreement for the services.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Evaluation Summary, having been reviewed by the City Council of the City of La Marque and found to be acceptable and in the best interests of the City of La Marque and its citizens, is hereby in all things awarded.

Section 3. The City Manager is hereby authorized to execute an Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 8th day of May 2023.

Handwritten signature of Keith Bell in black ink, consisting of the letters 'K' and 'B' joined together.

Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

Handwritten signature of Kierra Nance in black ink, written in a cursive style.

Kierra Nance, City Clerk
City of La Marque, Texas



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

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

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

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

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

5. ORDINANCES

Discussion/ possible action regarding approving:

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

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

THIS ITEM WAS TABLED APRIL 24, 2023

Documents:

AGENDA FORM - 5401 FM 1765 - REZONE.PDF

MEMO-UPDATE ON 5401 TEXAS AVENUE.PDF
 5401 FM 1765 REZONE.PDF
 PANDZ STAFF REPORT - 5401 FM 1765 REZONE.PDF
 PAND Z - REZONE APP.PDF

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

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

Documents:

AGENDA FORM- BUDGET AMENDMENT 2022 YE FIRST READING.PDF
 ORDINANCE- YEAR END BUDGET AMENDMENT 2022.PDF
 YE AMENDMENT EXHIBIT A.PDF

6. RESOLUTIONS

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

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

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

Documents:

DENIAL RESOLUTION - 2023 CENTERPOINT DCRF.PDF
 STAFF REPORT RE DENIAL RESOLUTION - 2023 CENTERPOINT DCRF.PDF

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

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

Documents:

DENIAL RESOLUTION - 2023 TNMP DCRF.PDF
 STAFF REPORT RE DENIAL RESOLUTION - 2023 TNMP DCRF.PDF

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

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

Documents:

RESOLUTION - TA.PDF
 230508 TXDOT TA APPLICATION .PDF
 2023-TA-PRELIMINARY-APPLICATION_DELANY.PDF
 2023-TA-PRELIMINARY-APPLICATION_SH3_01.27.2023.PDF
 2023-TA-PRELIMINARY-APPLICATION_BAYOU.PDF
 TA-2023CALL-ANNOUNCEMENT.PDF
 COLM - WORK ORDER 2023-01 2023 TXDOT TA CALL FOR PROJECT
 APP_SIGNED.PDF
 2023 TA PROGRAM GUIDE.PDF

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

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

Documents:

RESTRICTION RESOLUTION RELEASE.PDF
 RESTRICTION RELEASE EXHIBIT 1.PDF
 RESTRICTION RELEASE EXHIBIT 2.PDF

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

Approving a Preliminary Plat for Trails at Woodhaven Lakes Section 2

Documents:

TRAILS AT WOODHAVEN LAKES DOCUMENTS.PDF
 RESOLUTION - TRAILS AT WOODHAVEN LAKES SECTION 2.PDF

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

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

Documents:

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

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

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

Documents:

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

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

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

Documents:

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

7. CITY MANAGER REPORT

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

- City Engineer Report
- MEMO-City Clerk

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

Documents:

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

8. NEW BUSINESS

Items presented to the Council for discussion and possible action:

8.I. Regular Meeting May 22, 2023

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

8.II. Request For New Programs And Events

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

Documents:

COLM EVENT OR PROGRAM PROPOSAL MEMO.PDF
 PROGRAM OR EVENT FACILITY USE AGREEMENT - REV 5-3-23.PDF

8.III. Procurement Card

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

Documents:

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

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

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

Documents:

AGENDA FORM - RURAL AND SMALL DEPARTMENT VIOLENT CRIME
 REDUCTION PROGRAM.PDF
 BJA FY 23 RURAL AND SMALL DEPARTMENT VIOLENT CRIME REDUCTION
 PROGRAM.PDF

8.V. Upcoming Events

City Events and Important Dates for Community Awareness:

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

Documents:

GREAT AMERICAN CLEAN UP.JPG

8.VI. Items For The Good Of The Order

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

9. EXECUTIVE SESSION

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

10. ACTIONS TAKEN FROM EXECUTIVE SESSION

11. ADJOURNMENT

CERTIFICATION:

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

Kierra K. Nance, TRMC

City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Agenda Item: 7.IV.

Prepared by: _____

Reviewed by: _____

Department: Administration

AGENDA ITEM DESCRIPTION:

Authorizing a Grant Agreement with Local Policy Lab for voter participation initiatives

STAFF BRIEFING:

Local Policy Lab, has obtained a grant from the Houston Endowment, Inc. (the "Houston Endowment" or the "Endowment"), a philanthropic funder whose priorities include increasing informed civic engagement. The purpose of the Endowment's grant to Grantor on behalf of the Local Policy Lab, includes increasing voter participation and turnout in the November 2024 election.

HISTORY:

Grantee wishes to initiate a project (for the purpose of this agreement, referred to as the "City Voter Participation Project") to engage and educate its residents in order to increase voter participation and turnout in the elections scheduled to be held November 5, 2024.

FISCAL IMPACT:

None

RESOLUTION NO. R-2024-00[]

A RESOLUTION OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A GRANT AGREEMENT WITH SOCIAL GOOD FUND

WHEREAS, Election day is November 5, 2024

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

1. The City Manager or his designee is authorized to sign the Grant Agreement attached as Exhibit 1 with Social Good Fund upon final approval of the City Attorney.

PASSED AND APPROVED this ____ day of ____ 2024.

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

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of July ___, 2024 between Social Good Fund, a California nonprofit public benefit corporation (“Grantor”), on behalf of its fiscally sponsored project, Local Policy Lab, and the city of La Marque, Texas, a home rule municipal corporation of the State of Texas (“Grantee”), with respect to the following:

A. Grantor’s mission is to work to create and establish positive influences for individuals, communities, and the environment. Grantor’s goal is to sponsor and develop projects that will help positively impact and develop local communities into healthier and happier places to live, work, and be.

B. Grantor has obtained recognition of its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the “Code”) from the Internal Revenue Service, and is not classified as a private foundation under Section 509(a) of the Code.

C. Grantor, on behalf of the Local Policy Lab, has obtained a grant from the Houston Endowment, Inc. (the “Houston Endowment” or the “Endowment”), a philanthropic funder whose priorities include increasing informed civic engagement. The purpose of the Endowment’s grant to Grantor on behalf of the Local Policy Lab, includes increasing voter participation and turnout in the November 2024 election.

D. Grantee, as a home rule corporation in the State of Texas, is tax-exempt under the Internal Revenue Code. Grantee’s address is City Hall, 1111 Bayou Road. La Marque, TX 77568 , and telephone number is (409) 938-9200. Grantee’s contact person for this grant is _____. Grantee’s EIN is _____.

E. Grantee wishes to initiate a project (for the purpose of this agreement, referred to as the “City Voter Participation Project”) to engage and educate its residents in order to increase voter participation and turnout in the elections scheduled to be held November 5, 2024.

F. In furtherance of its charitable and educational purposes, Grantor now wishes to make a grant to Grantee, in the amount and on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties to this Agreement hereby agree as follows:

1. Items described in Grantee's Proposal and/or Summary of Intended Uses of the grant funds, as shown in Exhibit A to this Grant Agreement (the "Grant Purposes"), *directly in furtherance of the City Voter Participation Project*. As a matter of information, permissible uses of funds include the following as related to the Project:
 - (a) Labor/Materials
 - (i) purchase informational and other materials;
 - (b) defray or reimburse direct expenses paid to city staff;
 - (c) pay consultant fees
 - (b) Innovations in Engagement Approaches, i.e., an approach that is not typical of those employed in the Houston region, or a novel combination of typical approaches to education and engagement of city residents, an "innovation grant" may be issued.
2. Unless otherwise terminated as provided in this Agreement, the grant period will end on November 5, 2024 ("Grant Period End Date"). Grantee shall use the Grant solely for the Grant Purposes, and Grantee shall repay to Grantor any portion of the Grant that is not used for the Grant Purposes. No part of the grant funds may be used for Grantee's general support or general purposes. Permitted expenditures that are not (a) incurred by the Grant Period End Date, and (b) fully expended within sixty (60) days thereafter, shall also be repaid. Any significant changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation.
3. The total amount of the grant is Fifty Thousand Dollars (\$50,000), subject to the last sentence of this paragraph 3 (the "Grant"). Within 30 days after the execution and delivery of this Agreement by Grantee to Grantor \$50,000, subject to Grantee's prior fulfillment of the Summary of Intended Uses and Project Budget requirements specified in Exhibit A. Grantee understands and agrees that Grantor's ability and obligation to pay any amount of the Grant to Grantee under this Agreement depends upon Grantor's receipt of sufficient funds from contributors in support of the Grant Purposes, and Grantee agrees not to take any action to require Grantor to pay to Grantee any amount under this Agreement to the extent that such funds on deposit with Grantor are insufficient on the date the amount is due to be paid to Grantee.
4. Grantee shall report to Grantor or Grantor's agent in writing, following the timetable and requirements set forth in Exhibit A, on the activities conducted by Grantee with the proceeds of the Grant and all expenditures made from Grant funds, and on Grantee's compliance with the terms of this Agreement.
5. With regard to any subgrantees convenient or necessary to carry out the

purposes of the Grant, Grantee shall retain full discretion and control over their selection, acting completely independently of Grantor. There is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular subgrantee.

6. The Grant shall not be used in any attempt to influence legislation within the meaning of Internal Revenue Code Section 4911(d) as interpreted by applicable Treasury Regulations and rulings of the Internal Revenue Service. Grantee shall not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

7. Grantee is solely responsible for the activity supported by the grant funds, the content of any product of the project, and the manner in which any such product may be disseminated. Grantee shall not transfer or assign this Agreement without the prior written consent of Grantor. This Agreement does not create any relationship of agency, partnership, or joint venture between the parties, and no party shall make any such representation to anyone.

8. Grantee shall notify Grantor immediately of (a) any use of the Grant inconsistent with furthering the Grant Purposes; or (b) any other material change with respect to the matters covered by Grantee's representations, warranties, and assurances to Grantor contained herein.

9. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.

10. Grantor may terminate this Agreement and/or withhold future payments under this Agreement at any time if it determines, in the exercise of its reasonable discretion, that (a) Grantee has failed to comply with the provisions of this Agreement; or (b) circumstances relevant to Grantee, including, but not limited to, those respecting its organization or financial condition, are such that Grantor has reason to conclude that Grantee may not be able to satisfactorily complete the objectives contemplated by this Agreement. Such termination shall be effective upon receipt by Grantee of written notice from Grantor. In the event of termination of this Agreement, Grantor may demand the immediate return of all or any unexpended portion of the Grant, Grantee shall promptly comply therewith. Grantee's obligation to comply with the reporting and return of funds

provisions of this Agreement shall survive the termination of this Agreement.

11. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas.

12. This Agreement is subject to such additional terms and conditions as may be stated in Exhibit A attached to this Agreement.

13. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Grant Agreement on the dates set forth opposite their signatures below.

SOCIAL GOOD FUND

DATED: July ____, 2024

Signed: _____
Name: _____
Title: _____

LOCAL POLICY LAB PROJECT

DATED: July ____, 2024

Signed: _____
Name: _____
Title: _____

CITY OF LA MARQUE

DATED: July ____, 2024

Signed: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT PROPOSAL/SUMMARY OF INTENDED USES OF GRANT FUNDS

Grantee's summary of intended uses is attached or shall be submitted to Local Policy Lab for approval within 14 days after the date of this agreement)

PROJECT BUDGET

Grantee's budget covering its intended uses is attached or shall be submitted to Local Policy Lab for approval within 14 days after the date of this agreement)

REPORTING REQUIREMENT

Within 90 days after the November 5, 2024 election, Grantee shall submit a brief report by email to Grantor and the Local Policy Lab containing (1) a summary of the actions taken to further the purpose of the grant, (2) a financial accounting of the expenditure of grant funds, and (3) copies of any written materials obtained with grant funds.

RECORD KEEPING REQUIREMENT

Grantee's recordkeeping and inspection requirements are as follows: Grantee shall maintain a ledger to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on that ledger. Grantee shall keep records to substantiate such expenditures. Grantee shall make the ledger and related books and records available to Grantor at reasonable times for review and audit. Grantor may also monitor the Grant or verify any information contained in the Grantee's reports by interviewing the Grantee's personnel. Grantee shall keep copies of all such ledgers, books and records at a location known to and accessible to Grantor for at least four years after completion of the use of the grant funds. The requirements of this paragraph shall survive any termination of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

All grant funds must be kept segregated continuously in a separate fund dedicated to the Grant Purposes, and no part of the grant funds may be used for Grantee's general support or general purposes.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Agenda Item: 7.V.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Reviewing policy and procedure related to inquiries regarding complaints against an elected or appointed official

STAFF BRIEFING:

Since the passing of The Ethics Ordinance for Elected and Appointed Officials, there have been numerous inquiries. A request to review the process has been presented.

HISTORY:

June 6, 2024 - City Council passed Ordinance No. O-2024-0008

FISCAL IMPACT:

N/A

ORDINANCE NO. O-2024-0008

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, ESTABLISHING AN ETHICS POLICY, MAKING VARIOUS FINDINGS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of La Marque, Texas is a home-rule municipality.

WHEREAS, Councilmembers of the City of La Marque, Texas are covered by certain ethics rules prescribed by the State of Texas.

WHEREAS, The citizens and businesses of La Marque are entitled to have a fair, ethical and accountable local government that has earned the public's full confidence for integrity. In keeping with the City of La Marque's Commitment to Excellence, the effective functioning of democratic government therefore requires that: (1) public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting operations of government; (2) public officials be independent, impartial, and fair in their judgment and actions; (3) public office be used for the public good, not for personal gain; and (4) public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

WHEREAS, the City Council of the City of La Marque, Texas desires to adopt a formal ethics policy for itself.

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

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

Section 2. The Ethics Policy attached as Exhibit A is adopted as the Ethics Policy for the City of La Marque City Councilmembers, board members, and employees.

Section 3. The City Council of the City of La Marque Texas shall periodically review the Ethics Policy attached as Exhibit A after every election of a new member of the City Council.

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of

the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Publication and Effective Date. This Ordinance shall be effective on **July 1, 2024**, 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.

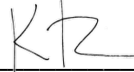
PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on First Reading this 13th day of May, **2024**; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this 6th day of June, **2024**.

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

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CITY OF LA MARQUE, TEXAS



Keith Bell, Mayor

ATTEST:



Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



Code of Ethics and Conduct for Elected and Appointed Officials

TABLE OF CONTENTS

<u>Title</u>	<u>Page No.</u>
A. Ethics	3
B. Conduct	6
a. Overview of Councilmembers Roles and Responsibilities	6
b. General Policies and Protocols	7
c. EAO Conduct with One Another	9
d. Conduct with City Staff	11
e. Conduct with Public	12
f. Council Conduct with Other Public Agencies	14
g. Council Conduct with Boards and Commissions	15
h. Conduct with the Media	16
C. Sanctions	16
D. Glossary of Terms	18
E. Implementation	19

Policy Purpose

The La Marque City Council has adopted this Code of Ethics and Conduct for Elected and Appointed Officials for members of the City Council and the City's boards and commissions, to include the La Marque Economic Development Corporation to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The citizens and businesses of La Marque are entitled to have a fair, ethical and accountable local government that has earned the public's full confidence for integrity. In keeping with the City of La Marque's Commitment to Excellence, the effective functioning of democratic government therefore requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the La Marque City Council has adopted this Code of Ethics and Conduct for Elected and Appointed Officials ("Code of Ethics and Conduct") for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, EAO will work for the common good of the people of La Marque and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the La Marque City Council, boards and commissions.

Comply with both the spirit and the letter of the Law and City Policy. Members of the City Council and the City's boards and commissions shall comply with the laws of the nation, the State of Texas and the City of La Marque in the performance of their public duties. These laws include, but are not limited to: the United States and Texas Constitutions; State laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City Charter, ordinances and policies.

Conduct of Elected and Appointed Officials ("EAO"). EAO shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff, or public.

Respect for Process. EAO shall perform their duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

Conduct of Public Meetings. EAO shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; attempting to monopolize the discussion at public meetings; or otherwise interfering with the orderly conduct of meetings.

Decisions Based on Merit. EAO shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

Communication. EAO shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.

Conflict of Interest. No officer of the City or a relative thereof shall:

- a) Have a financial interest in any contract, job, work, or service of or to the city, or the sale to the city of any supplies, equipment, material, or real or personal property.
- b) Participate in a vote or decision on any matter in which the officer has a substantial interest.
- c) Accept any gift from any person that might reasonably tend to influence such officer in the discharge of such person's official duties. The prohibition against gifts shall not apply to:
 - (i) A lawful campaign contribution;
 - (ii) An honorarium in consideration for services unless the officer would not have been asked to provide the services but for the officer's position;
 - (iii) Meals, lodging, transportation in connection with services rendered by the officer at a conference, seminar or similar event that is more than merely perfunctory;
 - (iv) Complimentary copies of trade publications and other related materials;
 - (v) Attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
 - (vi) Any gift, which would have been offered or given to the person if such person was not an officer or employee of the City;
 - (vii) An occasional item with a value less than two hundred and fifty dollars (\$250.00);
 - (viii) Tee shirts, caps and other similar promotional material;

- (ix) Meals, transportation and lodging in connection with a seminar or conference at which the officer is providing services;
- (x) Gifts on account of kinship or a personal, or professional, or business relationship independent of the officer's status; and,
- (xi) Complimentary attendance at political or charitable fund-raising events.

Confidential Information. EAO shall respect the confidentiality of information concerning the property, personnel, or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial, political or other private interests.

Use of Public Resources. EAO shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal, political purposes. Councilmembers desiring use of such city resources for public meetings shall first obtain permission from a majority of the Council at a duly called, posted Council meeting.

Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies, nor voluntarily participate on behalf of others in any litigation to which the City is, or might be, an adverse party.

Advocacy. EAO shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, EAO shall explicitly state they do not represent their body or the City of La Marque, nor will they allow the inference that they do.

Policy Role of EAO. EAO shall respect and adhere to the council-manager structure of La Marque City government as outlined by the La Marque City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, EAO shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

Independence of boards and commissions. Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

EAO shall not intervene in Civil Service or Municipal Court matters.

EAO shall not direct city staff to take actions that are not in keeping with advice and guidance from the City Attorney.

Councilmembers. shall adhere to the same city procurement card policy as utilized by city staff.

Positive Workplace Environment. EAO shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. EAO shall recognize their special role in dealings with City employees so in no way do they create the perception of inappropriate direction to staff.

B. CONDUCT

The City Charter provides detailed information on the roles and responsibilities of members of the La Marque City Council, the Mayor Pro Tem, and the Mayor. The City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

This Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City staff, citizens, and others they come into contact with in representing the City of La Marque.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected and appointed officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers and board and commission members to do the right thing in even the most difficult situations.

1. Overview of Councilmember Roles and Responsibilities

Mayor

- Acts as the official head of the City for all ceremonial purposes.
- Chairs Council meetings.
- Calls for special meetings.
- Serves as spokesperson for the City Council on City positions.
- Selects substitute for City representation when Mayor cannot attend.
- Makes judgment calls on proclamations, Special Orders of the Day, etc.
- Recommends subcommittees as appropriate for Council approval.
- Leads the Council into an effective, cohesive working team.
- Signs documents on behalf of the City.
- Reviews mail addressed to Mayor.

- Other duties as set forth in other laws, ordinances, or the City Charter.

Mayor Pro Tem

- Performs the duties of the Mayor if the Mayor is absent or disabled.
- Chairs Council meetings at the request of the Mayor.
- Represents the City at ceremonial functions at the request of the Mayor.
- Signs documents on behalf of the City, in absence of Mayor.
- All duties as assigned by Mayor.

All Councilmembers

All members of the City Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect. Therefore, no ranking or pecking order shall be established for predetermining the order of roll call votes or public introductions, except that the Mayor and Mayor Pro Tem shall be introduced first at public meetings and events. All Councilmembers should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others;
- Prepare in advance of Council meetings and be familiar with issues on the agenda;
- Represent the City at ceremonial functions at the request of the Mayor;
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community;
- Inspire public confidence in La Marque government;
- Provide contact information with the City Clerk in case an emergency or urgent situation arises while the Councilmember is out of town;
- Demonstrate honesty and integrity in every action and statement; and,
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Ethics and Conduct for Elected and Appointed Officials.

Meeting Chair

The Mayor will chair official meetings of the City Council, unless the Mayor Pro Tem or another Councilmember is designated as chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers.
- Keeps discussion and questions focused on specific agenda item under consideration.
- Makes parliamentary rulings with advice, if requested, from the City Clerk who acts as advisory parliamentarian, and in her absence, the city attorney shall act as advisory parliamentarian.

2. General Policies and Protocol

Ceremonial Events.

The City Clerk's Office will handle requests for a City representative at ceremonial events. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor can recommend which Councilmember should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Councilmembers shall be shared with the City Clerk's Office in order to assure posting for compliance with the Texas Open Meetings Act, if applicable.

Travel Expenses.

The policies and procedures related to the reimbursement of travel expenses for official City business by Councilmembers are outlined in Council Travel Policy and related Resolutions. All Council travel which the Councilmember expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in accordance with the Council Travel Policy. The travel policy and budget for Council should be reviewed at each annual budget cycle.

Rules of Order for Meetings.

The latest edition of Robert's Rules of Order Newly Revised shall serve as the parliamentary authority for Council and boards, committees and commission. Standing rules that vary from Robert's Rules may be adopted by the Council.

Non-agenda Items (Citizens Participation).

During a designated period of the agenda, referred to as "Citizen's Participation," citizens may bring forth issues or questions that are not on the meeting's agenda. Each citizen will be limited to three minutes unless otherwise directed by the Mayor (Council meetings) or Chair (board/commission meetings). The Mayor or Chair shall use the presentation monitor displaying green, yellow, and red lights to give a 30 second allowance to conclude citizen comments.

State law does not require the City Council to have an agenda item for "Citizens Participation". Citizens Participation may not be used as a forum to make personal attacks against individual citizens, city employees or Councilmembers. Such remarks will result in the speaker being asked to step back from the podium and a forfeiture of the remaining time to speak.

Public hearings.

Councilmembers (Council meetings) and board/commission members (board/commission meetings) will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by EAO are not appropriate until after the close of the public hearing. EAO should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Appeal Protocol.

The applicant or appellant shall have the right to speak first. The Mayor or Chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The Mayor or Chair will determine how much time will be allowed for

each speaker, with 3 minutes the standard time granted. The applicant or appellant will be allowed to make closing comments. The Mayor or Chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly.

3. EAO Conduct with One Another

EAO are composed of individuals with various backgrounds, personalities, values, opinions, and goals. All have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

3(a). In Public Meetings

Use formal titles.

EAO should refer to one another formally during public meetings, such as Mayor, Mayor Pro Tem, Chair, Commissioner or Councilmember followed by the individual's last name.

Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the Chair in maintaining order.

It is the responsibility of the Chair to keep the comments of EAO on track during public meetings. EAO should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Avoid personal comments that could offend other EAO.

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches.

EAO have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by

the Council or the board or commission to do so for a particular purpose. In public, however, all EAO shall represent the official policies or positions. Only the chair or his/her designee shall speak during a Council public hearing on any item that has been addressed by the board or commission, and for which detailed minutes have been provided to the Council. The chair shall represent the majority view of the board or commission, but shall report on any minority views as well. When an official board or commission position differs from staff's recommendation on a particular policy issue, then at the Mayor's discretion additional time may be provided to the chair of the board or commission (or his/her designee) to explain the position of the board/commission. If new information is brought to light during a public hearing that was not shared previously with the board or commission, the Mayor may allow the board or commission chair to respond. If the Council deems the new information sufficient to warrant additional study, then by majority vote Council may refer the issue back to the board or commission for further study prior to taking other action itself.

Individual opinions and positions may be expressed by board and commission members regarding items that have not come before the particular board/commission to which they belong. When presenting their individual opinions and positions, Councilmembers and board/committee/commission members shall explicitly state they do not represent their body or the City of La Marque, nor will they allow the inference that they do.

Although a board or commission may disagree with the final decision the Council makes, the board or commission shall not act in any manner contrary to the established policy adopted by the Council.

3(b). In Private Encounters

Continue respectful behavior in private.

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and E-mail.

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speaker phone in a full office? What would happen if this E-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

Even private conversations can have a public presence

Elected and appointed officials are always on display — their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted and may be subject to the Open Meetings Act.

4. Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy; appointed officials who advise the elected, and City staff, who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Member questions/inquiries to City staff

1. **General.** Member communications with City staff should be limited to normal City business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day.
2. **Routine Requests for Information and Inquiries.** EAO may contact staff directly for information made readily available to the general public on a regular basis (e.g., "What are the library's hours of operation?" or "How does one reserve a tee time at the golf course?"). Under these circumstances staff shall treat the member no differently than they would the general public, and the member shall not use their elected status to secure preferential treatment. The city manager does not need to be advised of such contacts.
3. **Non-Routine Requests for Readily Available Information.** EAO may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., "How many traffic lights are there in the City?" or "Under what circumstances does the City lower its flags to half-mast?").
4. **Non-Routine Requests Requiring Special Effort.** Any member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the city manager, city clerk, or to the city attorney, as appropriate (e.g., "How many Study Issues completed over the past five years have required 500 or more hours of staff time?" or "What is the logic behind the City's sign ordinances affecting businesses along Cedar Dr?"). The city manager (or council appointee as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers (if originating from a Councilmember), relevant board or commission members (if originating from a board or commission member), the city manager, the city attorney as appropriate, and affected department directors.
5. **Meeting Requests.** Any member request for a meeting with staff must be directed to the city manager or council appointee, as appropriate.

Do not disrupt City staff from their jobs.

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. City Council may attend staff meetings with advance notice to the City Manager; however, it should be considered that even if the elected or appointed official does not say anything, his or her presence could imply support or show partiality.

Never publicly criticize an individual employee.

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the city manager or council appointee through private correspondence or conversation.

Do not get involved in administrative functions.

Elected and appointed officials must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, the payment of claims against the City or granting of City licenses and permits.

Check with City staff on correspondence before taking action.

Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under the City's policies governing volunteers.

Limit requests for staff support.

Routine secretarial support will be provided to all Councilmembers. The City Clerk (or designee) opens mail addressed to Mayor and forwards information as appropriate. The City Clerk also opens mail for other Councilmembers, unless a Councilmember requests other arrangements.

Requests for additional staff support. — even in high priority or emergency situations, should be made to the city manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be done away from the workplace. The use of the City's email system for political purposes or communications is not allowed.

5. Conduct with the Public

5(a). In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual EAO toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

Be welcoming to speakers and treat them with care and gentleness.

Be fair and equitable in allocating public hearing time to individual speakers.

The Mayor or Chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed time as allocated by the Mayor. If many speakers are anticipated, the Mayor or Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Mayor or Chair requests additional clarification later in the process.

Give the appearance of active listening.

It is disconcerting to speakers to have EAO not look at them when they are speaking. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

Ask for clarification, but avoid debate and argument with the public.

Only the chair — not individual EAO — can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

If speakers become flustered or defensive by questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by EAO to the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. EAO's personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

No personal attacks of any kind, under any circumstance.

EAO should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

Follow parliamentary procedure in conducting public meetings.

The City Clerk serves as advisory parliamentarian for the Council and City and is available to answer questions or interpret situations according to parliamentary procedures. In her absence, the city attorney serves as advisory parliamentarian. The Chair, subject to the appeal of the full Council or board/commission, makes final rulings on parliamentary procedure per the procedure outlined in Robert's Rules of Order Newly Revised.

5(b). In Unofficial Settings

Make no promises on behalf of the Council, board/commission or City.

EAO will frequently be asked to explain a Council or board/commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council or board/commission action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

Make no personal comments about other EAO.

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other EAO, and their opinions and actions.

Remember that La Marque is a small town at heart.

EAO are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of La Marque. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by EAO, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

6. Council Conduct with Other Public Agencies

Be clear about representing the City or personal interests.

When representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose and with staff's knowledge.

When representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Be equally clear in correspondence about representation.

City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk's Office to be filed in the Council Office as part of the permanent public record. However, a Councilmember is permitted to have individual letterhead that is not included in this provision, with a copy given to the City Clerk for recordkeeping.

City letterhead should not be used for non-City business or for correspondence representing a dissenting point of view from an official Council position.

7. Council Conduct with Boards and Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a board or commission meeting, be careful personal opinions.

Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation, especially if it is on behalf of an individual, business or developer, could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a board or commission meeting should be clearly made as individual opinion and not as a representation of the feelings of the entire City Council.

Limit contact with board and commission members to questions of clarification.

It is inappropriate for a Councilmember to contact a board or commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact board or commission members in order to clarify a position taken by the board or commission.

Remember that boards and commissions serve the community, not individual Councilmembers.

The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council; but board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

Be respectful of diverse opinions.

A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on boards and commissions but must be fair and respectful of all citizens serving on boards and commissions.

Keep political support away from public forums.

Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for office but not in an official forum in their capacity as a Councilmember.

8. Conduct with the Media

Board and commission members are not authorized to represent the City outside of official board/commission meetings unless specifically authorized to do so.

Councilmembers are frequently contacted by the media for background and quotes.

The best advice for dealing with the media is to never go "off the record".

Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

The Mayor is the official spokesperson for the City-on-City positions.

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

Choose words carefully and cautiously.

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

C. SANCTIONS

Public Disruption.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further testimony at that meeting or removed from the Council Chambers.

Inappropriate Staff Behavior.

Councilmembers should refer to the city manager any City staff or to the council appointee any appointee's staff who do not follow proper conduct in their dealings with Councilmembers; other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such action; if it is determined such action did occur. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

Councilmembers Behavior and Conduct.

Compliance and Enforcement. The Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the La Marque City Council, boards and commissions. EAO themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor and Council have the additional responsibility to intervene when actions of EAO that appears to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, be removed from committee assignments (both within the City of La Marque or with inter-governmental agencies) by the Council.

Councilmembers should point out to the offending Councilmember infractions of the Ethics Policy. If the offenses continue, then the matter should be placed on a council agenda in closed session under the provisions of Section 551.074 of the Texas Government Code.

The affected Councilmember may request that the complaint be considered in a public meeting. The affected Councilmember shall be provided by the City Attorney shall present in detail to the City Council the nature of the complaint and the City Attorney or City Clerk's findings and conclusions as to a possible violation of this Code of Ethics and Conduct for Elected and Appointed Officials.

The affected Councilmember shall have the right to a full and complete hearing before the City Council with the opportunity to call witnesses and present evidence in such person's behalf. The non-implicated City Councilmembers in attendance shall conduct a hearing in open session and review the complaint. The City Council may reject the complaint and take no action or take action to formally reprimand or censure the offending Councilmember.

Board and Commission Members Behavior and Conduct.

Counseling and verbal reprimands may be administered by board and commission chairs (or their designee) to board and commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Verbal or written reprimands may be administered by the Mayor or Mayor Pro Tem at the direction of the Council. Copies of all written reprimands administered by the Mayor or Mayor Pro Tem shall be distributed in memo format to the respective board or commission member, the board or commission chairperson, the City Clerk, the city manager, and the City Council. Written reprimands administered by the Mayor or Mayor Pro Tem shall not be publicized except as required under the Public Information Act.

The City Council may impose sanctions on board and commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation. The Report to Council shall be distributed in accordance with normal procedures.

Any Report to Council addressing alleged misconduct by a board or commission member shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Information Act.

When deemed warranted, the Council may call for an investigation of board or commission member conduct. Should the City Manager, City Attorney, or City Clerk believe an investigation is warranted, they shall confer with the Council. The Council shall ask for an investigation of the allegation and a report of the findings.

The results of any investigation conducted by the City Manager, City Attorney and or City Clerk shall be reported to the full Council in a closed session. It may be reported in a verbal or written report. Any written report to Council addressing the investigation of board and commission members shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Information Act. The affected Member may request that the complaint be considered in a public meeting. The Member shall be provided a copy of the complaint in writing. At such meeting, the City Attorney or City Clerk shall present a report to the City Council describing in detail the nature of the complaint and the City Attorney or City Clerk's findings and conclusions as to a possible violation of this Code of Ethics and Conduct for Elected and Appointed Officials. The affected member shall have the right to a full and complete hearing before the City Council with the opportunity to call witnesses and present evidence in such person's behalf. The non-implicated City Councilmembers in attendance shall conduct a hearing and review the complaint. The City Council may reject the complaint or take action.

It shall be the Council's responsibility to determine the next appropriate action. Any such action taken by Council (with the exception of "take no further action") shall be conducted at a noticed meeting. These actions include, but are not limited to discussing and counseling the individual on the violations; placing the matter on a future public hearing agenda to consider sanctions; forming a Council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Council consideration.

A violation of this Code of Ethics and Conduct for Elected and Appointed Officials, alone, shall not constitute a basis for challenging the validity of a Council, board or commission decision.

D. GLOSSARY OF TERMS

Confidential information means any information to which an official has access in such person's official capacity, which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act or other law regardless of whether disclosure violates the Texas Open Meetings Act or Texas Public Information Act; (ii) any

information protected by attorney client, attorney work product, or other applicable legal privilege; and (iii) any information deemed confidential by law.

Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions, which are regulated by federal, state, and/or local laws or ordinance.

Relative means any person related to an officer within the second degree by Consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law, grandparents, grandchildren, sisters and brothers of the officer.

Substantial interest means (i) the ownership of ten (10) percent or more of the voting stock or shares of a business entity; (ii) the ownership of ten (10) percent or more, or fifteen thousand dollars (\$15,000.00) or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten (10) percent of the person's income for the previous year, and action on the matter involving the business entity will have a special economic effect on the business entity that is distinguishable from the effect on the public. It is expressly provided herein that an investment or ownership in a publicly held company, in an amount less than fifteen thousand dollars (\$15,000.00) does not constitute a substantial interest. Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of two thousand five hundred dollars (\$2,500.00) or more; and it is reasonably foreseeable that an action on a matter involving the real property will have a special economic effect on the value of the real property distinguishable from its effect on the public. (Ownership includes any partnership, joint or corporate ownership or any equitable or beneficial interest as a beneficiary of a trust.) A Member is considered to have a substantial interest under this Ethics Policy if a person related to the Member in the second degree of consanguinity or affinity has a substantial interest under this Code of Ethics and Conduct for Elected and Appointed Officials.

E. IMPLEMENTATION

As an expression of the standards of conduct for EAO expected by the City, the Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when EAO are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. EAO entering office shall sign a statement affirming they read and understood the City of La Marque Code of Ethics and Conduct for Elected and Appointed Officials. In addition, the Code of Ethics and Conduct shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Agenda Item: 8.I.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Establishing a Youth Advisory Council; Providing an effective date; and making other provisions related to the subject

STAFF BRIEFING:

At the last Council Meeting (July 22, 2024) the City Council heard a proposal regarding a Youth Advisory Council and requested an ordinance to establish a Youth Council.

HISTORY:

July 22, 2024 - College Intern McKinsey Criss presented to the council a proposal for a Youth Advisory Council

FISCAL IMPACT:

Unknown

ORDINANCE NO. O-2024-00[]

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, ESTABLISHING A YOUTH ADVISORY COUNCIL; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT

WHEREAS, the City Council of La Marque, Texas desires to establish a Youth Advisory Council to assist with creating an open forum to foster communication, education, and information concerning youth and youth-related issues.

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

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

Section 2. A Youth Advisory Council, consisting of five members who must be citizens in 9th through 12th grades and residing in the City of La Marque, Texas, is hereby established. Each Councilmember and the Mayor shall appoint one member and one alternate member to the Youth Advisory Council. In the event a member is absent, the alternate member appointed by the councilmember who appointed the absent member shall replace the absent member for that meeting. Each member of the Youth Advisory Council shall serve a one-year term.

Section 3. At the first meeting of the Youth Advisory Council, the Youth Advisory Council shall elect a presiding officer of the Youth Advisory Council to preside over the Youth Advisory Council meetings and a vice presiding officer of Youth Advisory Council to preside over Youth Advisory Council meetings in the presiding officer's absence. The conduct and procedure of the Youth Advisory Council meetings shall conform to and be governed by the City Charter, the City Code of Ordinances, and Robert's Rules of Order, Revised.

Section 4. The Youth Advisory Council shall post its meetings in accordance with the Texas Open Meetings Act. The City Clerk or designee shall record minutes of the Committee's meetings and post notice of meetings in accordance with City Ordinances and State Law. A majority of the voting membership shall constitute a quorum for the conducting of business. The meeting shall be held at the City Council Chambers, 1109-b Bayou Road La Marque, Texas 77568 and shall state that members of City Council may be attending and participating in the discussion.

Section 5. The Youth Advisory Council shall perform the following functions:

1. Meet, discuss, and make recommendations to City Council for youth engagement programs.
2. Adopt rules of procedure and bylaws subject to approval by City Council.

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

Section 7. Publication and Effective Date. This Ordinance shall be effective on **[EFFECTIVE 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, 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**.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF LA MARQUE, TEXAS

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

Gus Knebel, Consulting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.II.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Memorandum of Understanding (MOU) with the Texas Department of Transportation (TxDOT) for 100% funding by TxDOT for the State Highway 3 Emancipation Trail Project

STAFF BRIEFING:

- The City previously entered into a Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the State Highway 3 Emancipation Trail Project.
- The AFA required the City to be responsible for cost overruns for the Project, which is typical for Transportation Alternative (TA) projects.
- TxDOT has changed the process to eliminate the AFA in place of an MOU, which will not require a financial obligation from the City.
- The City staff and City Attorney reviewed the MOU and recommends that the City Council approve the MOU.

HISTORY:

JAN 2023 - The City submitted preliminary applications for three (3) streets (SH3, Bayou Rd., & Delany Rd.)

MAY 2023 - City Council approves Resolution to submit final application for TA Funding

SEP 2023 - City received a letter of No Objection from TxDOT 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 award for SH3 Emancipation Trail Project

APR 2024 - AFA brought to the City Council for review (approved by voice vote)

JUN 2024 - AFA approved by the City Council by Resolution.

JUL 2024 - TxDOT notified the City that they will proceed with MOU in place of AFA.

FISCAL IMPACT:

No Fiscal Impact (the preliminary application process was completed by Adico Engineers in the amount of \$18,000)

Value of this no-cost match grant is approximately \$5.2M

MEMORANDUM OF UNDERSTANDING

for

Transportation Alternatives Set-Aside Program Project

CSJ - 0051-03-124

This Memorandum of Understanding (“**MOU**”) documents the mutual understanding of Texas Department of Transportation (“**TxDOT**”), and La Marque (“**Local Government**”) related to a Transportation Alternatives Set-Aside Program project.

Background

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

The Texas Transportation Code, Section 201.103 establishes that TxDOT 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.

Federal law, 23 USC §134 and 49 USC §5303, requires that TxDOT and Metropolitan Planning Organizations develop transportation plans and programs for urbanized areas of Texas.

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.

The Local Government prepared and submitted to TxDOT or a Metropolitan Planning Organization (“**MPO**”) a project nomination package for TASA funding consideration, which is briefly described as Emancipation Trail Shared Use Path (“**Project**”), which is on the state highway system and the construction of which will benefit both TxDOT and the Local Government.

The Texas Transportation Commission (“**Commission**”) passed Minute Order Number 116575 (“**MO**”) dated 10/26/2023 awarding funding for TASA projects in the TASA Program Call of the State, including Project.

TxDOT and the Local Government desire to document their current understanding of the Project.

Understanding

1. Non-Binding Nature of the MOU

This MOU merely communicates TxDOT’s and the Local Government’s current intentions concerning the Project and is not intended as any sort of agreement or in any other way to be binding, either alone or in connection with any agreement that might exist between TxDOT and the Local Government or TxDOT and any other entity.

2. Project Description

The Project consists of constructing segments of shared use path and sidewalks to fill in the gaps along SH 3 from FM 1765 to FM 519. The shared use path segments will be from FM 519 to 6th Avenue and Ross Street to Yupon Street. A map showing the Project location appears in Attachment A, Project Location Map.

3. Project Implementation

- 3.1 TxDOT is proceeding as project sponsor in accordance with TASA program rules at the request of the local government.
- 3.2 TxDOT will be responsible for the identification and assessment of any environmental issues, including public involvement, associated with the development of Project.
- 3.3 TxDOT will provide all required architectural and engineering services for preliminary engineering for the Project.
- 3.4 TxDOT will advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project.
- 3.5 TxDOT will consult with the local government when considering changes to the project scope.

4. Project Funding

- 4.1 TxDOT will provide the local match, if any.
- 4.2 TxDOT will be responsible for 100 percent of any overruns.

4.3 The anticipated budget is provided in Attachment B, Anticipated Budget.

5. Procurements

- 5.1 TxDOT will be responsible for settlement of all contractual and administrative issues arising out of procurements related to the Project.
- 5.2 TxDOT will retain ownership of all equipment and materials procured for the Project.

By signing below, each party is (1) indicating the receipt of the MOU, (2) acknowledging that the MOU merely documents the parties' current understanding of the Project, and (3) acknowledging that the MOU is not intended to be legally binding upon either party.

LOCAL GOVERNMENT

By _____ Date _____

(signature)

Cesar Garcia, City Manager

(printed name and title)

TEXAS DEPARTMENT OF TRANSPORTATION

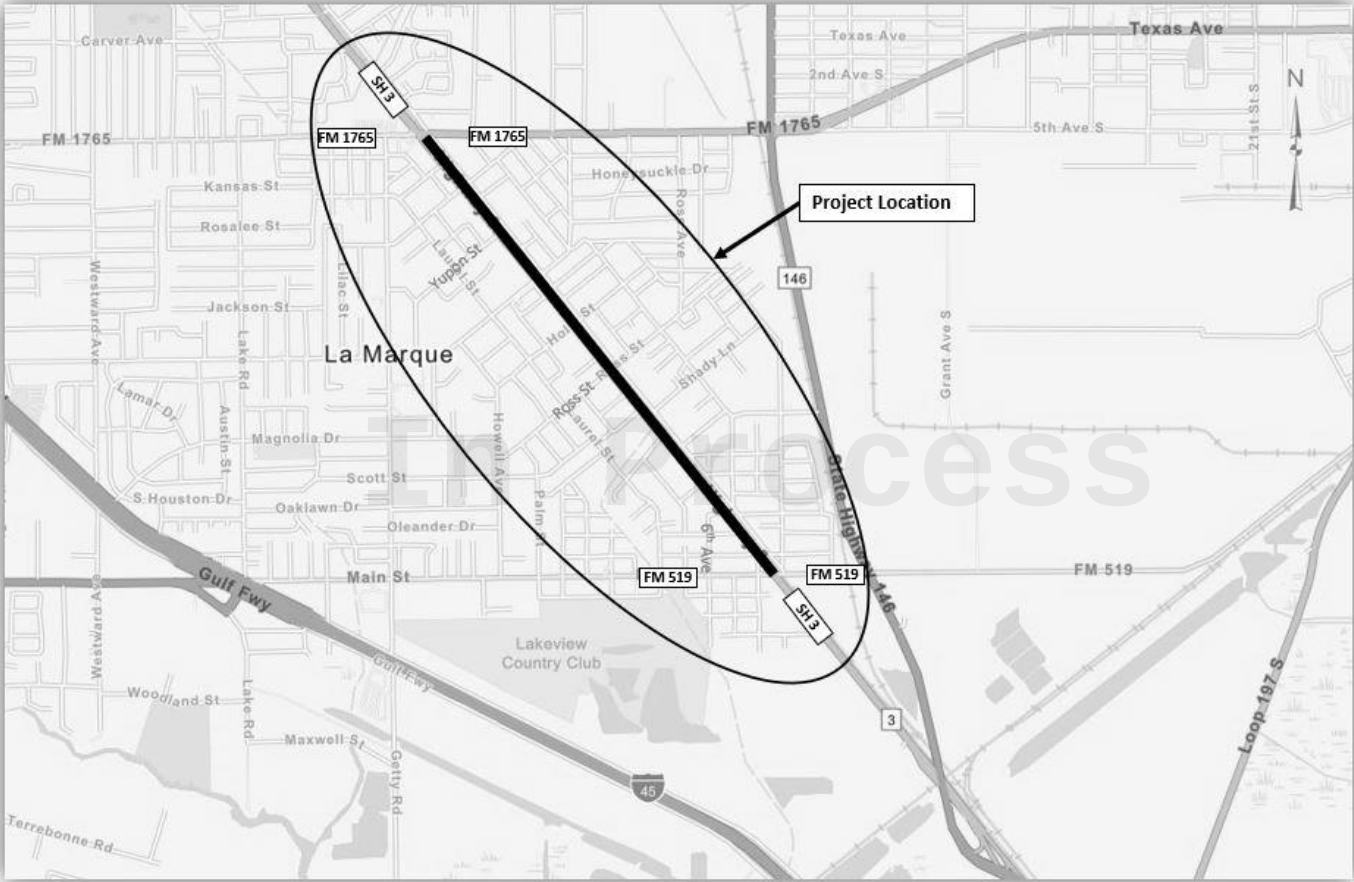
By _____ Date _____

(signature)

Eliza C. Paul, P.E., District Engineer

(printed name and title)

ATTACHMENT A
Project Location Map
0051-03-124



ATTACHMENT B

Anticipated Budget

0051-03-124

Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
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		\$0	0%	\$0	0%	\$0	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	\$0							
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		\$4,010,210	\$4,010,210		\$0		802,042	
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	14,887.83
Environmental Cost ¹		\$49,626	100%	\$49,626	0%	\$0	TDCs	9,925.22
Right of Way ¹		\$14,888	100%	\$14,888	0%	\$0	TDCs	2,977.57
Utilities ¹		\$9,925	100%	\$9,925	0%	\$0	TDCs	1,985.04
Construction ²		\$347,383	100%	\$347,383	0%	\$0	TDCs	69,476.54
Direct State Costs Subtotal		\$496,261	100%	\$496,261	0%	\$0	TDCs	99,252.20
Indirect State Cost		\$184,470	\$0		100%	\$184,470	\$0	
TOTAL PARTICIPATION		\$4,690,941	\$4,506,471		\$184,470		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 **State** 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.

- ² Local 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.

In Process

Certificate Of Completion

Envelope Id: E89F1DB1AB454A26A1C2EA8D04A8BCC9		Status: Sent
Subject: Complete with DocuSign: HOU - La Marque_Emancipation Trail SUP_TASA Memorandum of Understanding...		
Source Envelope:		
Document Pages: 5	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Cynthia Rodriguez
AutoNav: Enabled		125 E. 11th Street
Envelope Stamping: Enabled		Austin, TX 78701
Time Zone: (UTC-06:00) Central Time (US & Canada)		Cynthia.Rodriguez@txdot.gov
		IP Address: 204.64.21.234

Record Tracking

Status: Original	Holder: Cynthia Rodriguez	Location: DocuSign
7/10/2024 11:58:38 AM	Cynthia.Rodriguez@txdot.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Texas Department of Transportation	Location: DocuSign

Signer Events

Signature	Timestamp
Cesar Garcia	Sent: 7/12/2024 8:03:25 AM
c.garcia@cityoflamarque.org	
City Manager	
Security Level: Email, Account Authentication (Optional)	
Electronic Record and Signature Disclosure:	
Accepted: 3/31/2023 5:39:48 PM	
ID: 8e577c6c-9388-416d-bfd9-3f70eb46ddca	
Eliza C. Paul	
Eliza.Paul@txdot.gov	
Security Level: Email, Account Authentication (Optional)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Rick Sailer	VIEWED	Sent: 7/10/2024 12:14:34 PM
r.sailer@cityoflamarque.org		Viewed: 7/12/2024 8:03:24 AM
Security Level: Email, Account Authentication (Optional)		
Using IP Address: 73.6.17.9		

Electronic Record and Signature Disclosure:	
Accepted: 7/12/2024 8:03:24 AM	
ID: f8a1347f-55ec-46f2-98a6-63ce6517b213	
Madeleine Hirsch	
Madeleine.Hirsch@txdot.gov	
Security Level: Email, Account Authentication (Optional)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2024 12:14:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

From: [Cynthia Rodriguez](#)
To: [Rick Sailer](#); [Cesar Garcia](#)
Cc: [Madeleine Hirsch](#)
Subject: RE: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail
Date: Wednesday, July 10, 2024 11:58:09 AM
Attachments: [image002.png](#)

Good afternoon Mr. Sailer/Mr. Garcia,

I hope you're doing well and staying safe through this crazy weather! I am emailing you today with some good news.

The Houston district has agreed to take this project through design and construction (nothing new here), but we will also be covering any overruns that may come up. Since this project will be fully in TxDOT's court, we no longer need the AFA nor any accompanying documents (namely, the Resolution). Instead, I will be sending you a draft Memorandum of Understanding (MOU) via DocuSign to review and sign. It's a simpler document and should take less time for us to execute and therefore, move forward with the project.

For now, we have everything we need. You'll be seeing an email via DocuSign from me with that draft MOU for your review.

Thank you,

Cynthia Rodriguez, CTCD

Lead Contract Specialist

Texas Department of Transportation | Houston District

P.O. Box 1386 | Houston, Texas 77251-1386

7600 Washington Avenue | Houston, Texas
77007

Phone | 713.802.5763

E-Mail | Cynthia.Rodriguez@txdot.gov

From: Rick Sailer <r.sailer@cityoflamarque.org>

Sent: Sunday, June 9, 2024 9:43 AM

To: Cynthia Rodriguez <Cynthia.Rodriguez@txdot.gov>

Cc: Kierra Nance <k.nance@cityoflamarque.org>; Kasey Lott <k.lott@cityoflamarque.org>

Subject: RE: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please allow me until Monday or Tuesday to retain the document from the City

Clerk's Office.

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



From: Cynthia Rodriguez <Cynthia.Rodriguez@txdot.gov>
Sent: Wednesday, June 5, 2024 1:05 PM
To: Rick Sailler <r.sailler@cityoflamarque.org>
Cc: Cesar Garcia <c.garcia@cityoflamarque.org>
Subject: RE: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail

Good afternoon Mr. Sailler,

Just following up to see if you were able to obtain the signed resolution.

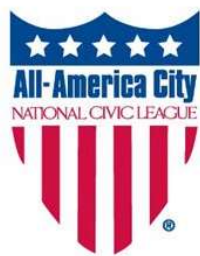
Thank you,
Cynthia
713-802-5763

From: Rick Sailler <r.sailler@cityoflamarque.org>
Sent: Friday, May 24, 2024 11:21 PM
To: Cynthia Rodriguez <Cynthia.Rodriguez@txdot.gov>
Cc: Cesar Garcia <c.garcia@cityoflamarque.org>
Subject: RE: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We apparently had a glitch on the Agenda item presented at the 4\22 CC meeting. The actual Resolution was not approved by voice vote, although the Project was approved. I apologize for this technical error on my part; I evidently did not have the document loaded in the Council Packet system properly. The next meeting will be on 6/2 and I can only hope this delay will not cause a huge disruption in the process.

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



La Marque, TX
2★0★2★4
All-America City Finalist
www.nationalcivicleague.org

From: Cynthia Rodriguez <Cynthia.Rodriguez@txdot.gov>
Sent: Wednesday, May 1, 2024 2:49 PM
To: Rick Sailer <r.sailer@cityoflamarque.org>
Subject: RE: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail

Good afternoon Mr. Sailer,

Just following up to inquire on the status of the resolution.

Thank you,
Cynthia
713-802-5763

From: Cynthia Rodriguez
Sent: Tuesday, April 16, 2024 9:27 AM
To: 'Rick Sailer' <r.sailer@cityoflamarque.org>
Cc: Cesar Garcia <c.garcia@cityoflamarque.org>; Madeleine Hirsch <Madeleine.Hirsch@txdot.gov>
Subject: RE: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail

Good morning Mr. Sailer,

1. In effort to maintain consistency, we have modified the scope to read "6th Ave." instead of "Plum"(attached for your reference).
2. Thank you for confirming the signatory name.
3. Thank you for the information and clarification.
4. I will wait to received your signed resolution after your 4/22 Council meeting. Yes, that is correct, I will only need the signed resolution at this time. Once received, I will insert it into the agreement and our Contract Services Division will route the agreement via Docusign to Mr. Cesar Garcia for his signature.

Thank you,
Cynthia
713-802-5763

From: Rick Sailer <r.sailer@cityoflamarque.org>
Sent: Thursday, April 11, 2024 2:22 PM
To: Cynthia Rodriguez <Cynthia.Rodriguez@txdot.gov>
Cc: Cesar Garcia <c.garcia@cityoflamarque.org>; Madeleine Hirsch <Madeleine.Hirsch@txdot.gov>
Subject: RE: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Regarding Article 2 - the Shared Use Path extends from FM519 to Plum but is shown on the Construction Plans as 6th Avenue. Plum extends from Highway 3 to the east, but then curves south and basically becomes 6th Avenue. Just want to clarify for everyone.

Email address for Cesar Garcia, City Manager : c.garcia@cityoflamarque.org

Legal has reviewed and only pointed out the City's responsibility for cost overruns, which would need Change Order approval and allow the City to either approve or disapprove, similar to the AFA we have in place for Main Street Sidewalk Improvement Project.

I have set up an Agenda Item to approve the AFA at the 4/22 Council meeting, if acceptable to you. A Resolution will be approved and signed after the meeting. If I understand your process, you will need the signed Resolution prior to sending the signatory copy of the AFA.

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

From: Cynthia Rodriguez <Cynthia.Rodriguez@txdot.gov>
Sent: Monday, April 1, 2024 2:06 PM
To: Cesar Garcia <c.garcia@cityoflamarque.org>
Cc: Rick Sailler <r.sailler@cityoflamarque.org>; Madeleine Hirsch <Madeleine.Hirsch@txdot.gov>
Subject: 0051-03-124 - Draft AFA - City of La Marque Emancipation Trail

Good afternoon Mr. Garcia,

Attached, please find a draft Advance Funding Agreement (AFA) for subject project. Please note, this draft is not approved for execution, do not sign it.
Please review the attached draft AFA, specifically:

1. Article 2 – Scope of Work
2. Article 15 – Notices, etc.: The physical address where we will send “official” correspondence and to whom that correspondence will be addressed. Title only, no name.
3. Article 32 – Signatory Warranty: Please confirm who will sign the contract: Name, Title, Email (Please provide email address – An email is required to route the agreement via DocuSign, once it is approved by Contract Services Division).
4. Attachment A – Location Map
5. Attachment B – Project Budget
6. Attachment C – Resolution etc.: Please see the attached example for an acceptable resolution. If the City utilizes the example resolution provided, you may proceed to obtain Council action and return a signed copy for our insertion into the agreement. If you make any modifications to the example provided, please return a draft for our review/acceptance prior to Council action.

Action Items: Upon your review,

1. If you approve of the draft AFA, please respond to this email and indicate that you agree with the draft as presented.
2. Please confirm the LG’s signatory name will be: Cesar Garcia, City Manager, at c.garcia@cityoflamarque.org, or provide the correct name, title, and email address of the person who will sign the AFA.
3. Please provide a signed resolution (or a draft resolution if modifications were made to the example provided).

Please feel free to contact me with any questions.

Thank you,

Cynthia Rodriguez, CTCD

Lead Contract Specialist

Texas Department of Transportation | Houston District

P.O. Box 1386 | Houston, Texas 77251-1386

7600 Washington Avenue | Houston, Texas
77007

Phone | 713.802.5763

E-Mail | Cynthia.Rodriguez@txdot.gov





PROPOSED RESOLUTION NO. 2024-0033

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 received Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

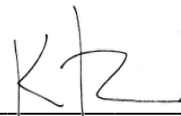
WHEREAS, the TASA funds require a local match, the City of La Marque commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

WHEREAS, the City of La Marque is responsible for all non-reimbursable costs and 100% 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.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS THAT THE CITY MANAGER OR DESIGNEE IS AUTHORIZED TO ENTER INTO AN AFA WITH TXDOT FOR THIS PROJECT.

PASSED AND APPROVED this 3rd day of June 2024.



Keith Bell, Mayor

ATTEST:



Kierra Nance, TRMC, City Clerk

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 6th Ave. 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

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	

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).

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	

- 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

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			<i>AFA Not Used For Research & Development</i>	

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.

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			<i>AFA Not Used For Research & Development</i>	

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

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	

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.

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	

- 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

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			<i>AFA Not Used For Research & Development</i>	

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.

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			<i>AFA Not Used For Research & Development</i>	

- 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

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			<i>AFA Not Used For Research & Development</i>	

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

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			<i>AFA Not Used For Research & Development</i>	

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
CSJ No.: 0051-03-124
Project Name: City of La Marque Emancipation Trail
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.

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	

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

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	

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).

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	

- 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

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	

Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/db/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

TxDOT:				Federal Highway Administration:	
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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	

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.

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	

- 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

PROPOSED RESOLUTION NO. 2024-00__

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 received 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% 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.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS THAT THE CITY MANAGER OR DESIGNEE IS AUTHORIZED TO ENTER INTO AN AFA WITH TXDOT FOR THIS PROJECT.

PASSED AND APPROVED this _____ day of _____ 202__.

Keith Bell, Mayor

ATTEST:

Kierra Nance, TRMC, City Clerk



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Rick Sailer

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

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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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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	

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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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	

- 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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AFA CSJs	0051-03-124			CFDA Title	Highway Planning and Construction
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Project Name	City of La Marque Emancipation Trail			AFA Not Used For Research & Development	

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.

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	

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

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	

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.

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	

- 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

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	

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.

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	

- 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

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			<i>AFA Not Used For Research & Development</i>	

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

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	

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
CSJ No.: 0051-03-124
Project Name: City of La Marque Emancipation Trail
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.

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	

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

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	

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).

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	

- 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

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	

Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/db/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

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	

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.

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	

- 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

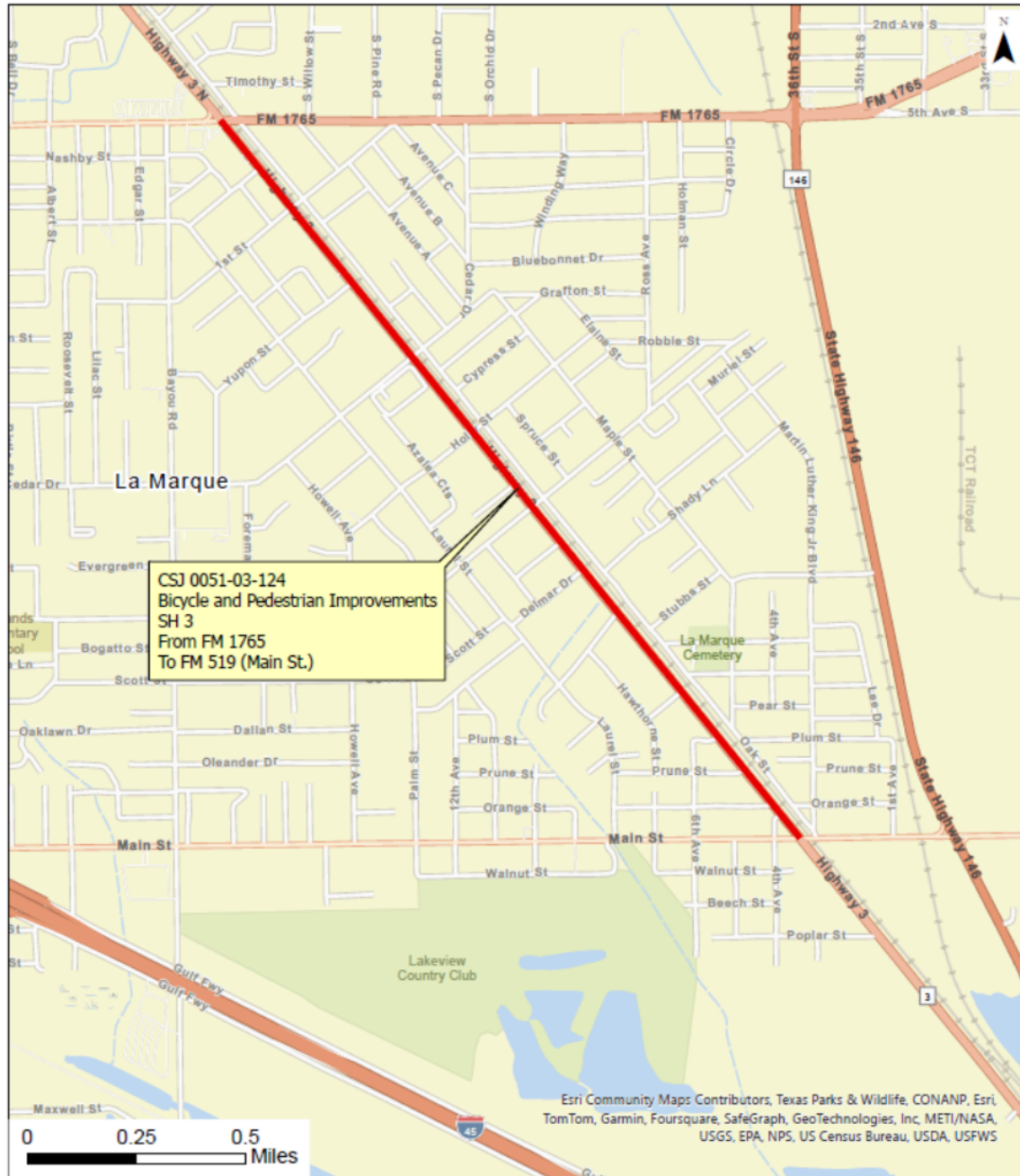
Cesar Garcia
City Manager
City of La Marque

Date

Date

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	

ATTACHMENT A PROJECT LOCATION MAP



Attachment A:

CSJ: 0051-03-124
Bicycle and Pedestrian Improvements

GALVESTON COUNTY



TxDOT:						Federal Highway Administration:	
CCSI #	0051-03-124	AFA ID	Z00009346		CFDA No.	20.205	
AFA CSl's	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		

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)	\$0	0%	\$0	0%	\$0	0%	\$0
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						
Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)	\$4,010,210	100%	\$4,010,210	0%	\$0	TDCs	802,042
Work by State Subtotal	\$4,506,471		\$4,010,210		\$496,261		802,042

TxDOT:				Federal Highway Administration:	
CCSI #	0051-03-124	AFA ID	Z00009346	CFDA No.	20.205
AFA CSl's	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	

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%		0%	\$0	TDCs	14,888
Environmental Cost ¹	\$49,626	100%		0%	\$0	TDCs	9,925
Right of Way ¹	\$14,888	100%		0%	\$0	TDCs	2,977
Utilities ¹	\$9,925	100%		0%	\$0	TDCs	1,985
Construction ²	\$347,383	100%		0%	\$0	TDCs	69,477
Direct State Costs Subtotal	\$496,261	100%		0%	\$0	TDCs	99,252
Indirect State Cost	\$207,298			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.
- ² Local 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.

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	

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

☒

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 Resolution of Support for 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

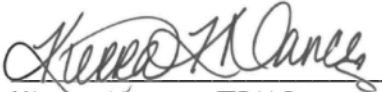
WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible, and the City of La Marque, Texas would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA Funds.

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

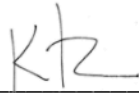
The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

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

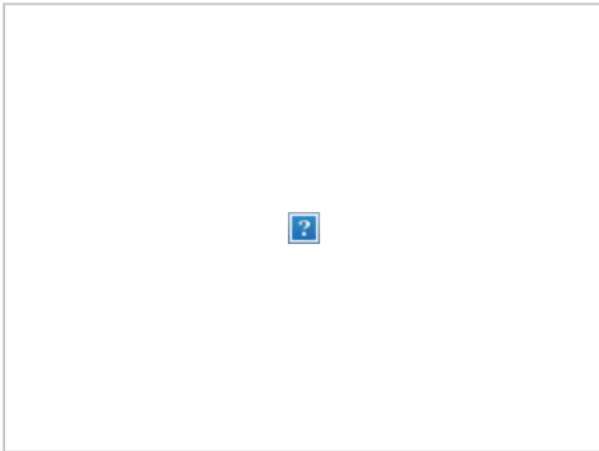
PTN looks forward to working with the project sponsor and district staff to advance 2023 TA projects toward construction. TxDOT's District TA Coordinator, **Madeleine Hirsch**, and TxDOT's Local Government Projects Coordinator, **Danielle Johnson-Robinson**, copied on this email, will provide assistance 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
Noah.Heath@txdot.gov
(512) 486-5973 (o)
(361) 876-7184 (m)



[< 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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ICF Consulting and the Institute for Transportation Studies, Berkley. 2005. "Metropolitan-Level Funding Sources." Research performed for the American Association of State Highway and Transportation Officials (AASHTO) – TNR Standing Committee on Planning.

U.S. Department of Transportation. Report to Congress on Public-Private Partnerships. Washington, D.C., 2004.



CITY COUNCIL AGENDA FORM

Meeting Date: April 22, 2024

Prepared by: Rick Sailer

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

TxDOT:				Federal Highway Administration:	
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Project Name	City of La Marque Emancipation Trail			AFA Not Used For Research & Development	

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).

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	

- 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

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	

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.

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	

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

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	

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.

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	

- 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

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	

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.

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	

- 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

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			<i>AFA Not Used For Research & Development</i>	

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

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	

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
CSJ No.: 0051-03-124
Project Name: City of La Marque Emancipation Trail
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.

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	

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

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	

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).

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	

- 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

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	

Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/db/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

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	

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.

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	

- 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

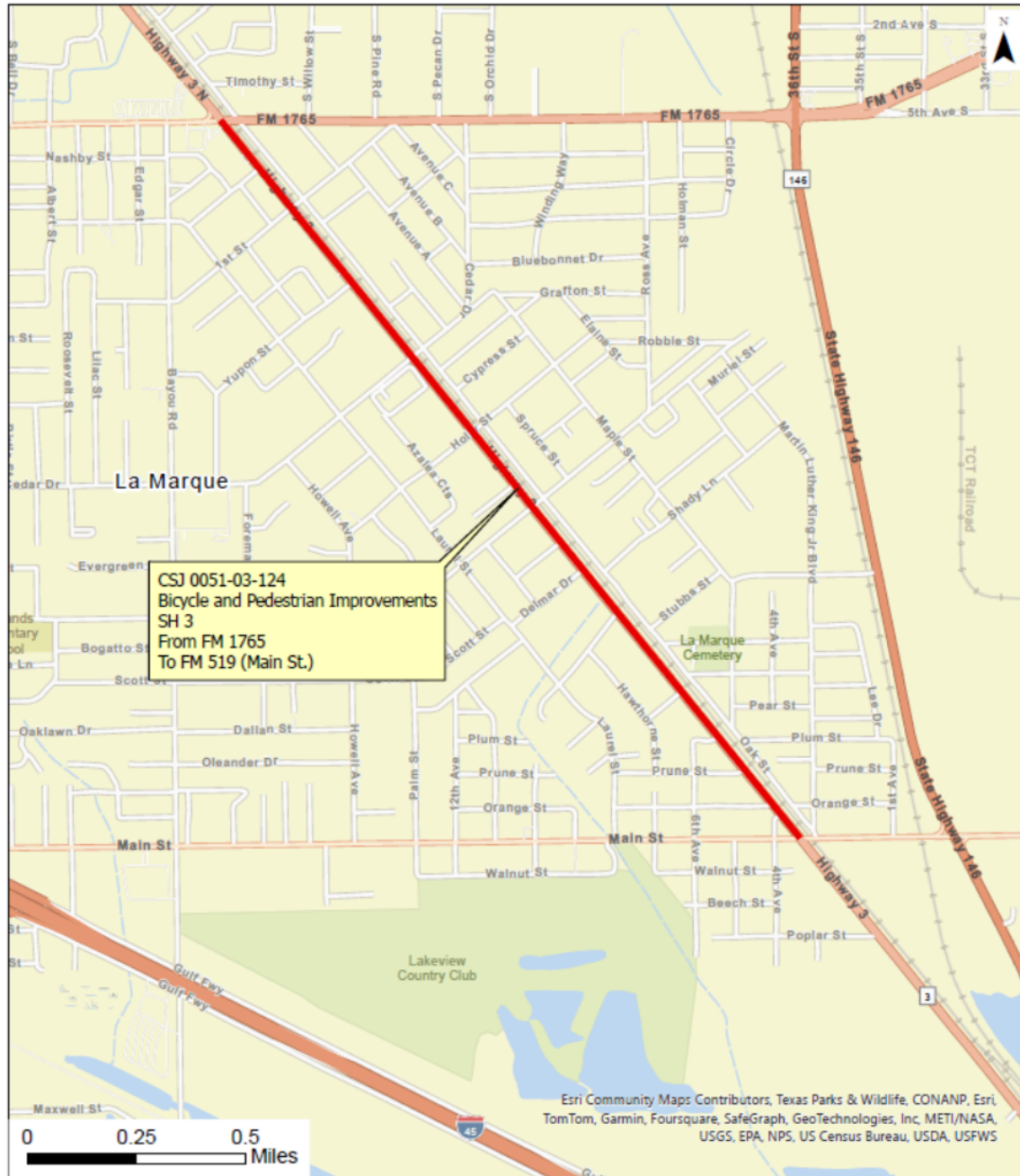
Cesar Garcia
City Manager
City of La Marque

Date

Date

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	

ATTACHMENT A PROJECT LOCATION MAP



Attachment A:

CSJ: 0051-03-124
Bicycle and Pedestrian Improvements

GALVESTON COUNTY



TxDOT:								Federal Highway Administration:		
CCSJ #	0051-03-124	AFA ID		Z00009346				CFDA No.	20.205	
AFA CSJ's	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										

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)	\$0	0%	\$0	0%	\$0	0%	\$0	
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							
Eligible In-Kind Contribution Value	\$							
Total Construction Value (sum of construction cost and in-kind value)	\$4,010,210	100%	\$4,010,210	0%	\$0	TDCs	802,042	
Work by State Subtotal	\$4,506,471		\$4,010,210		\$496,261		802,042	

TxDOT:				Federal Highway Administration:	
CCSI #	0051-03-124	AFA ID	Z00009346	CFDA No.	20.205
AFA CSl's	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	

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%		0%	\$0	TDCs	14,888
Environmental Cost ¹	\$49,626	100%		0%	\$0	TDCs	9,925
Right of Way ¹	\$14,888	100%		0%	\$0	TDCs	2,977
Utilities ¹	\$9,925	100%		0%	\$0	TDCs	1,985
Construction ²	\$347,383	100%		0%	\$0	TDCs	69,477
Direct State Costs Subtotal	\$496,261	100%		0%	\$0	TDCs	99,252
Indirect State Cost	\$207,298			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.
- ² Local 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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District #	12-HOU	Code Chart 64#	23700-La Marque		
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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

☒

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 Resoultion 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:

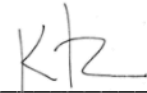
The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

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

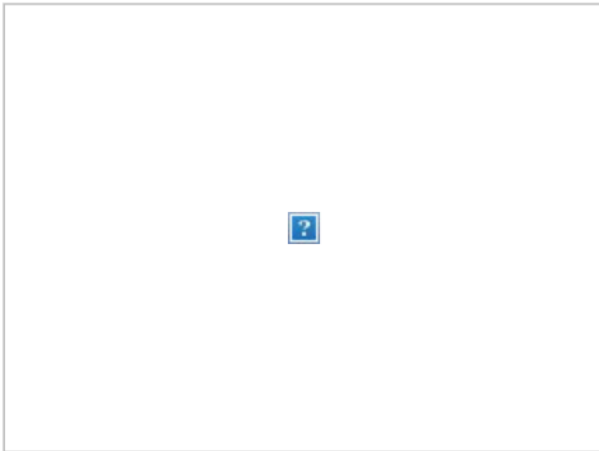
PTN looks forward to working with the project sponsor and district staff to advance 2023 TA projects toward construction. TxDOT's District TA Coordinator, ***Madeleine Hirsch***, and TxDOT's Local Government Projects Coordinator, ***Danielle Johnson-Robinson***, copied on this email, will provide assistance 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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(512) 486-5973 (o)
(361) 876-7184 (m)



[< 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 [PDF program rules](#).
- The Texas Transportation Institute issued a [PDF 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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U.S. Department of Transportation. Report to Congress on Public-Private Partnerships. Washington, D.C., 2004.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Rick Sailler

Department: Public Works

Agenda Item: 8.III.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Entering into a contract with Goodman Corporation for Grant Administration Services in the amount of \$100,000.00 regarding the \$2.0M FY24 Congressional Earmark Funding

STAFF BRIEFING:

- The Goodman Corporation (TGC) was instrumental with the submission of a Waterline Replacement Project through the Congressional Earmark Funding process for FY24. The Waterline project submitted pertains to replacement of 2-inch waterlines within the City.
- The original submission was for \$4.0 M, however only \$2.0 M was approved, which is still a substantial amount, with funding from the Housing & Urban Development Economic Development Initiative (EDI) - Community Project Funding (CPF) Grant.
- The City was approved for the award funding in May; the next step is to obtain a Grant Administrator to assist with the funding process, including environmental review, procurement of engineering, and overall grant administration.
- TGC submitted a proposal to handle the funding process to ensure all Federal requirements are met. The City can enter into the Agreement with TGC, but will not be able to submit for reimbursement of the fees, unless a formal Request for Proposal is advertised under procurement requirements for federally funded projects.
- TGC would sincerely appreciate and request that the City allows them to perform the Grant Administration services since they were the instrumental firm to bring this grant opportunity to the City and submit the application.
- The EDI - CPF Grant does not require any City matching funds.

HISTORY:

March 2023 - TGC submits FY24 Appropriations Project Application

May 2024 - The City received notice that the Project was approved for \$2.0 M

FISCAL IMPACT:

\$100,000 for Grant Administration Services by The Goodman Corporation - using 2020 Certificate of Obligations Bond funds.

**City of La Marque, TX
FY24 Waterline Earmark Project
Department of Housing and Urban Development (HUD)
Compliance and Management**

Background

March 2023 - The Goodman Corporation (TGC) has assisted the City of La Marque (City) in the successful pursuit of \$2,000,000 in Department of Housing and Urban Development (HUD) resources through the “grants for the Economic Development Initiative (EDI)” program. This scope of work will enable TGC to complete tasks related to the National Environmental Policy Act (NEPA), grant management, grant compliance and procurement, and overall administration and close-out.

Task 1 – Grant Initiation and Execution

TGC will coordinate with the City to define a project scope, limits, and cost estimate associated with the grant. Then TGC will coordinate with HUD and the City as necessary to receive, review, and document the initial grant agreement between the agencies. This will include establishing the City in Login.gov, updating the System for Award Management (if needed), and other databases as necessary for grant management, reporting, and financial disbursement. TGC will coordinate all activities on behalf of the City, working in concert with the City’s Administrator and Legal Counsel. TGC will coordinate and manage all activities through funding coordination, allocation, and initial execution of a grant agreement between the City and HUD.

Task 2 – National Environmental Policy Act (NEPA)

This project assumes a level of effort commensurate with a Categorical Exclusion (CE). TGC will complete the project documentation and reporting required for a clearance determination through the NEPA process. TGC will complete the following analysis, as required by HUD: species and habitat analysis, initial submittal to the State Historic Preservation Office (SHPO) for historic and archaeological resources, assessment of impacts to wetlands and water resources, and an Environmental Justice assessment, and will prepare other documentation related to rights-of-way, land use, farmland soil, utilities, community impacts, air quality, cumulative and indirect impacts, and visual aesthetic impacts as needed. TGC will submit all documentation to HUD, the Texas Historical Commission, and other regulatory agencies as necessary and appropriate. This task excludes the facilitation of a public meeting, completion of Phase I and Phase II Environmental Site Assessments, archeological or historic surveys beyond the initial SHPO submittal, air quality analysis beyond CE level (i.e., hot spot, mobile source air toxics, or carbon monoxide traffic air quality analysis), wetland and/or stream delineation, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S. delineation, Coast Guard permitting,

traffic analysis, or noise analysis. If required or necessary, TGC will submit additional task orders for these activities.

Task 3 – Procurement Assistance

This scope assumes the City will utilize the federal funding for construction only. As such, through the procurement phase, TGC will complete the following for a single construction-phase procurement:

- Coordinate with the project engineer in the preparation of the project manual, federal and/or state pre-award certifications, federal contract clauses, solicitation documents, and materials per HUD requirements.
- Prepare and maintain the procurement file to include information on procurement history, independent cost estimate (ICE), Disadvantaged Business Enterprise (DBE) outreach and requirements, advertisement, evaluation process/criteria, and a written summary of the evaluation process for the procurement record.
- Coordinate advertisement language with the City and its partners.
- Participate in project pre-bid meetings.
- Review bids for responsibility and responsiveness including debarment checks.
 - If the procurement is determined to be a Request for Proposal instead of an Invitation for Bids, assist the evaluation committee with the selection process.
- Coordinate with City Administrator and Legal Counsel on the development of HUD compliant contract documents for execution.
- Coordinate with HUD Project Management on the submittal of information pre- and post-letting/award for necessary review and approvals.

Task 4 – Project/Contract Management

Through contract phase, TGC will complete the following:

- Attend the project meeting to address project compliance related items; develop and maintain monthly tracking log of overall project costs, federally eligible costs, minority/small/women-owned business enterprise participation, Buy America, and other documentation pertinent to federal compliance.
- Review monthly submittals and verify accurate project progress per HUD requirements.
- Monitor and ensure prompt payment of subcontractors (30 days to pay prime, prime has 10 days to pay subcontractors upon receipt of payment, per State of Texas law which is more restrictive than federal law).
- Review requests for project related change orders and coordinate with the City to produce an ICE per HUD requirements; review ICE and document for the file; and ensure comparison with a similar format ICE from the general contractor.
- Organize and finalize contract close out documentation and prepare files for City records.

Task 5 – Lifecycle Reporting and Disbursement Assistance

TGC will provide grant management support to include the completion of federal milestone progress reports, federal financial reports, and other associated documentation as necessary to meet HUD requirements. TGC will complete the following activities to facilitate the City's compliance with HUD grant management requirements.

- Gather information and submit quarterly reports on 1) project progress and 2) financial expenditures.
- Coordinate and manage access to federal financial systems between the multiple agencies so that requests for reimbursement for eligible costs can be submitted.
- In coordination with the multiple agencies, verify payment to contractor and submit payment reimbursements monthly.
- Provide the HUD point of contact with project-specific information for required monthly reports.
- Coordinate with HUD point of contact if project scope, schedule, and/or budget modifications require an amendment to the grant agreement – completion of required amendments.
- Maintain and update the grant period of performance as required.
- Complete grant close -out process upon project completion.

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs (travel, overhead, printing, etc.)

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Grant Initiation and Execution	\$20,000
2	National Environmental Policy Act	\$15,500
3	Procurement Assistance	\$17,500
4	Project/Contract Implementation	\$32,000
5	Lifecycle Reporting and Disbursement Assistance	\$15,000
	Total	\$100,000

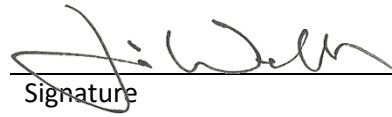
Accepted for City of La Marque

Signature

Date

Print

Accepted for The Goodman Corporation


Signature

March 28, 2024

Date

Jim Webb, AICP, ENV SP

Print

U.S. Representative Randy Weber (TX-14)
Fiscal Year 2024 Appropriations
Community Project Funding (CPF) Request Form

Request Details

A short title to describe the project: City of La Marque Water Line Replacement

Entity Requesting Funds (aka non-federal project sponsor):
City of La Marque

The website address of the proposed recipient.
<http://www.cityoflamarque.org/>

Primary Point of Contact (name, email, phone number, organization address):
Cesar Garcia
c.garcia@cityoflamarque.org
409-938-9211
1111 Bayou Road
La Marque, Texas 77568

Project Priority (if non-federal sponsor is submitting more than 1 project):
This is the only project submitted by La Marque and is the highest priority.

Short description of the project to appear in the report:
The City of La Marque is requesting funding to replace water lines to the municipal drinking water supply and distribution system.

Total Project Cost (including breakdown of federal/non-federal shares):
\$5 million total project cost
\$4 million federal request
\$1 million local match

Requested Amount:
\$4 million

Sources of funding for the full share of the cost of the project if amount received is less than amount requested:

In the event of a partial request, the City of La Marque will use a phased approach to implement the water line replacements.

Whether the project has received Federal funding previously, and if so, the source and amount:

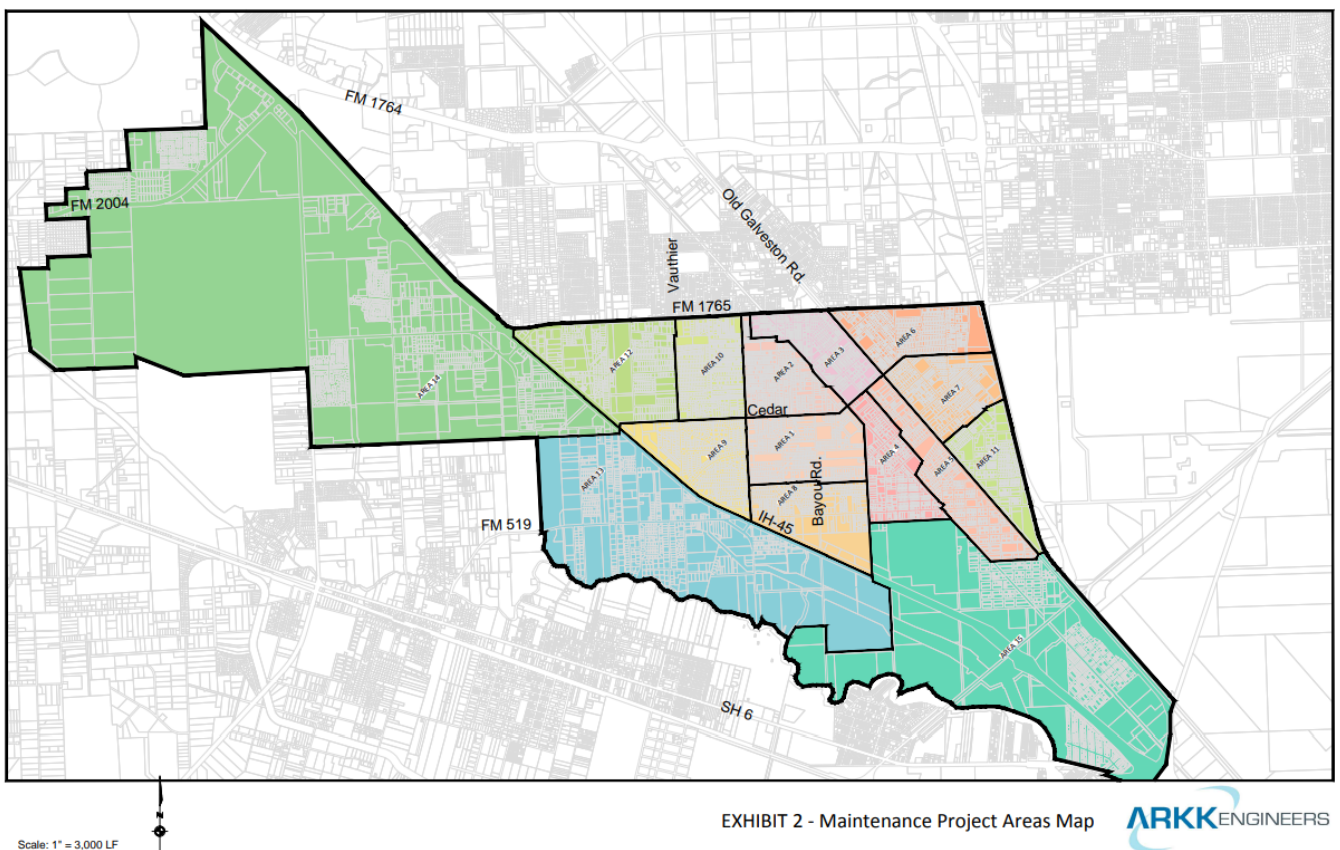
The City of La Marque has dedicated \$4.1 million of MIT-MOD funding allocated by H-GAC to start replacing water lines in the City. However, this funding will be utilized for a different

portion of the water line replacement, as the total cost of replacement for the entire City is somewhere between \$25 and \$30 million in today's dollars.

Complete Description of Project (limit 1000 characters, including spaces):

The proposed project will replace 2-inch diameter water lines in the City of La Marque. The current lines are outdated, undersized and inefficient. In addition, the current lines are functionally 1-inch in diameter due to corrosion, which is resulting in a public health hazard. The water lines will be upgraded with 6 to 8-inch pipes that will reduce water loss, improve fire protection and water quality.

The funds requested through the CPF 2024 request will replace water lines in the areas east of I-45 and will be used for design and/or construction.



If there are additional costs necessary to complete the project, have those been secured?

The City of La Marque is committed to meeting the local match requirement for the portion of the water line replacement that will be completed with money from this request; a letter of funding commitment is [here](#).

(<https://drive.google.com/drive/folders/14Z5t6BVy5l6FDlmPhPZe3M8xsHlzmZxz>)

Explain why the project is a valuable use of taxpayer funds.

The improvements will result in better fire protection, water pressure and water quality for residents of La Marque. The project has public health and environmental benefits, through the reduction of water loss that will result from implementation of this project.

Explain why this project is a priority for Texas's 14th Congressional District.

La Marque is the second fastest growing city in Galveston County. The existing waterlines that serve residential, commercial and industrial uses throughout the city are undersized and outdated. The water quality is poor in the City due to the corrosion of the existing water lines. Replacing the waterlines will have public health, environmental and economic development benefits to the residents and businesses of La Marque, who are in Texas's 14th Congressional District.

Department of Housing and Urban Development – Economic Development Initiatives

What are the benefits of this project and why is it a priority?

The proposed project will replace 2-inch diameter water lines in the City of La Marque. The current lines are outdated, undersized and inefficient. The water lines will be upgraded with 6-8" pipes that will reduce water loss, improve fire protection and water quality. The water system provides potable water to residential, commercial and industrial customers, as well as serving fire flows on demand.

The current lines are outdated and undersized; although they are 2 inches in diameter, they are functionally 1-inch, due to the corrosion. Replacing the water lines will improve water quality as well, which is a benefit for public health. The new water lines will result in fewer breaks and less water loss, which is a benefit to the environment.

In 2016, the City of La Marque commissioned a Water System Modeling and Planning Study. The focus was to plan for improvements to the municipal drinking water supply and distribution system. The study analyzed the hydraulics of the system and provided costs for the long-term maintenance improvements to replace all existing 2-inch diameter water lines, broken out by each of the 15 demarcated areas in the City. The study reviewed water usage in 2016 for residential, commercial and industrial customers and found that there is a limitation to growth based on surface water supply.

Replacing the water lines will provide economic development benefits and support growth of La Marque, which is the second fastest growing city in Galveston County. The City also has the most frontage in Galveston County on I-45, which is prime commercial space. There are a variety of revitalization efforts and new developments occurring in the City of La Marque; the new water lines will support the growing needs of the community.

Improving infrastructure is a key priority of La Marque. There have been citizen complaints about the quality of the waterlines; with water main breaks resulting in water loss and overages. As part of the 2015-2022 Strategic Economic and Community Development Plan (<http://www.cityoflamarque.org/DocumentCenter/View/683/Strategic-Economic-and-Community-Development-Plan?bidId=>), the City of La Marque's City Council and Economic

Development Corporation engaged local citizens in a series of interviews, focus groups and charrettes. Through the extensive stakeholder participation, a key weakness identified is the overall city appearance and infrastructure, including poor water, sewer and drainage infrastructure. As an outcome of the plan, 'Infrastructure Needs' was identified as a critical issue. The first priority of the community goals is an "Infrastructure Improvement Plan" to focus on road, water and sewer major repairs, improvements and expansion.

Who are the community partners participating in this project? Have local community development organizations with prior experience with HUD programs been consulted?

There are no community development organizations in the City of La Marque. The City of La Marque is familiar with CDBG funding. For example, in 2021, the City received nearly \$7.5 million in CDBG funding from the Texas General Land Office for a citywide wastewater collection system inflow and infiltration prevention project. The City has also received \$1.5 million for a residential flood mitigation project in 2020.

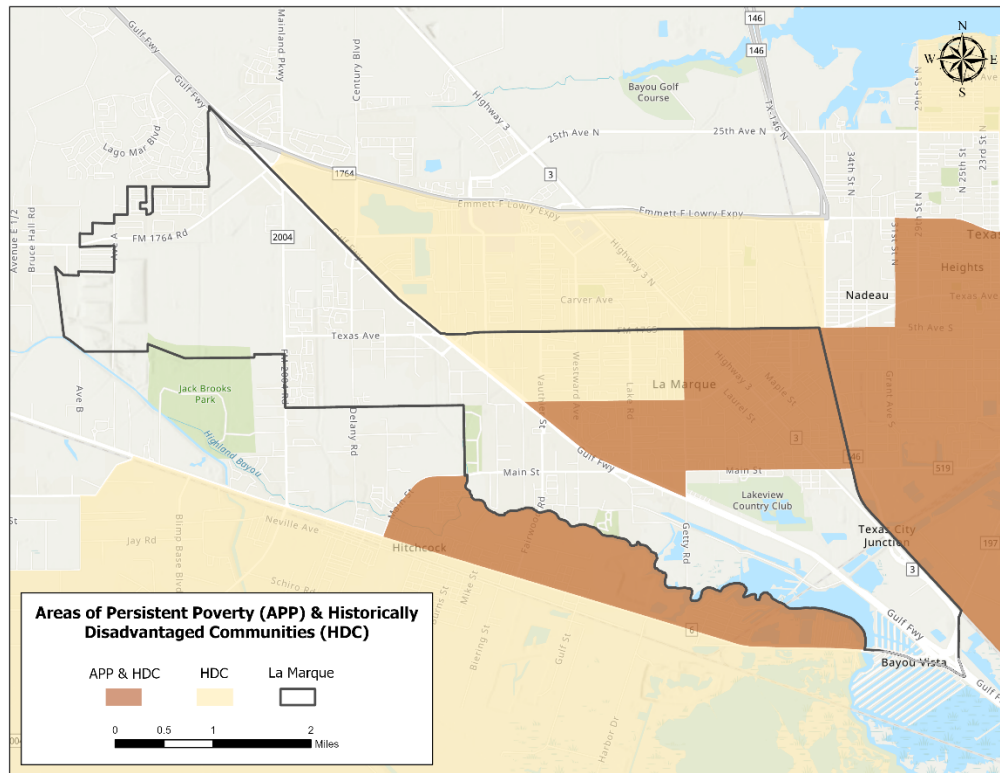
In addition, the City of La Marque's Economic Development Corporation (EDC) has provided a letter of support for this funding request. The letter can be viewed [here](https://drive.google.com/drive/folders/14Z5t6BVy5l6FDlmPhPZe3M8xsHlzmZxz).
(<https://drive.google.com/drive/folders/14Z5t6BVy5l6FDlmPhPZe3M8xsHlzmZxz>)

Has the request been submitted to another Subcommittee or Committee this fiscal year? If yes, which one(s)?

No

Is this project consistent with the primary objective of the community development program? Please describe who the project is intended to benefit.

Yes, this project is consistent with the goals of the community development program. The majority of La Marque east of I-45 is classified as either a Historically Disadvantaged Community Tract and/or a Persistent Poverty Census Tract, per the United States Department of Transportation. The figure below shows the Census Tracts in and near La Marque and their designation.



As of July 2021, there were about 18,700 residents of La Marque. The median household income for La Marque is \$60,042 as of 2021, which is lower than Galveston County (\$79,328) and Texas (\$67,321). The City has 14% of the population that lives in poverty. The population of La Marque is about 32% Hispanic and 30% black/African American as per the 2017-2021 5-year American Community Survey data.

The sections east of I-45 in La Marque are in lower-income and older neighborhoods. The Census Tracts bounded by I-45, FM1765, SH3 and Main Street have between 17 and 28% of the population living in poverty. The median household income in those Census Tracts is below the La Marque average, ranging from about \$40,000-\$48,000 (2017-2021 ACS data).

City of La Marque Receives \$2 Million Grant for Vital Water Line Replacement Projects

Press Release – La Marque, TX | June 17, 2024

The City of La Marque is pleased to announce that it has been awarded \$2 million in federal grant appropriations for critical water line replacement projects. The funding has been awarded through U.S. Representative Randy Weber for Texas' 14th District as part of a Community Project Funding (CPF) request for FY 2024. This grant will provide the funding necessary to replace outdated and undersized water infrastructure. La Marque is the second fastest-growing city in Galveston County, and City leadership has already identified water infrastructure improvements as one of the [community's top priorities](#).

The proposed project aims to replace aging 2-inch diameter water lines throughout the City of La Marque with modern 6 to 8-inch pipes. The existing lines have corroded over time, rendering them functionally equivalent to 1-inch pipes. This deterioration compromises the reliability of the City's water supply, making this grant award critical to the long-term vitality of La Marque. Key benefits of the water line improvement project include a significant enhancement to the City's water quality, reduced water loss caused by current pipes that experience frequent leaking and breaking, and improved fire protection due to enhanced water flow, ensuring the safety of our community.

The grant funds will be allocated to replace water lines in areas east of Interstate 45 and will be used for design and/or construction. This strategic focus will directly benefit residents and businesses in these neighborhoods.

Mayor Keith Bell expressed his gratitude, stating, "This grant is a game-changer for La Marque. It allows us to address critical water infrastructure needs and invest in the health and safety of our community."

City Manager Cesar Garcia also added, "Replacing these water lines is a proactive step toward a more resilient and sustainable La Marque. We appreciate the support from Representative Weber and our local partners."

The City will initiate the design and construction phase promptly, ensuring that La Marque benefits from this vital project as soon as possible.

For further information, please contact the City Manager's office:

Phone: (409)-938-9202

Email: c.garcia@cityoflamarque.org

To: La Marque, Texas City Council
From: Jim Webb, AICP, ENV SP
Subject: FY24 Community Project Funding
Date: February 9, 2023

The FY24 Community Project Funding process has been initiated and will allow communities to submit priority projects for consideration for federal discretionary funding via the FY24 Appropriations bill. TGC has brainstormed potential projects with La Marque staff in advance of future submission. The following priority projects have been identified, along with a potential request amount, and appropriations category:

City-wide Roadway Rehabilitation Projects – THUD Account – Highway Infrastructure Projects

This project would request approximately \$3M for the mill, overlay, and otherwise rehabilitation of roadway segments maintained by the City of La Marque. This would require a 20% match and account for \$3.75M worth of improvements.

Waterline Rehabilitation Project – Interior Account – State and Tribal Assistance Projects

This project would request approximately \$3M for the reconstruction of critical water infrastructure within the City of La Marque. This would require a 20% match and account for \$3.75M worth of improvements.

Both potential projects will need to be identified with greater clarity to support a submission. The benefit of identifying a project within these categories is that they represent critical needs that the City will be required to incur costs on in the near future regardless of the application of federal discretionary support. Thus, this approach will result in a net benefit for the City through addressing a critical need which will need to be addressed in the next few years, with or without federal support.



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 Council approval of the Letter of Commitment for funding a Waterline Replacement Project using federal discretionary funding via the FY24 Appropriations Bill.

☒ X

ATTACHMENTS FOR REFERENCE

- Project Scope - The Goodman Corporation (TGC)
- Funding Request Letter - Honable Randy Weber
- Project Map - 2" Waterline Replacement

STAFF BRIEFING:

- The FY24 Appropriations Bill includes the submittal by U.S. Representatives to submit projects within their Districts which they deem important to the community and the citizens they represent.
- The City has a tremendous need to replace 2" waterlines in the City based on a 2016 Water Modeling & Planning Report.
- The funding of \$3M - \$5M for Waterline Replacement Project will aid in the City's goal to replace the 2" waterlines over the next five (5) years. We currently have \$25-\$30M estimated for 2" waterline replacements.
- The Funding includes a 20% match from the City; therefore, a funding request of \$3M will result in a City Match of \$600,000, a request of \$5M will result in a City Match of \$1,000,000.
- The Project must be completed within seven (7) years and the matched dollars must be available when the payments to contractors are due.
- The fee from TGC to submit the application and work through the funding request is \$13,500
- The Match amount will be paid using new growth revenues, User Rates for Water and savings from reduced payments for water usage from Gulf Coast Water Authority. If the entire \$600,000 was spread over 3 years to the User Rates, the cost per customer is \$2.22 per month (\$26.67 annually); at \$1M the cost per customer is \$3.70 per month (\$44.44 annually)
 - City Manager reviewed and approved.
 - Finance Director reviewed and approved.
 - City Engineer reviewed and approved.



CITY COUNCIL AGENDA FORM

HISTORY:

- 2016 Water Modeling & Planning Report - ARKK Engineers

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	\$1,000,000
Acct. Name(s)	Waterline Capital Imp
Line Items #	
Other Funding	

FISCAL IMPACT: \$1,000,000 estimated City Match, if the City is awarded the full \$5M in FY24 Appropriations FBill request. The amount would be lower if the funding request was approved for a lesser amount.

ACTION:

STAFF'S RECOMMENDATION: Motion to approve the Letter of Commitment to Honable Randy Weber, United States Representative for \$5M in a federal funding through the FY24 Appropriations Bill, to be utilized for 2-inch Waterline Replacements.



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Prepared by: Alice Ashley

Department: Administration

Agenda Item: 8.IV.

Reviewed by: _____

AGENDA ITEM DESCRIPTION:

Approving and accepting the Grant Award from the Texas Department of Motor Vehicles Catalytic Converter SB224 Grant

STAFF BRIEFING:

The Motor Vehicle Crime Prevention Authority (MVCPA) awarded an SB224 Catalytic Converter Grant to the City of La Marque.

The award amount is \$904,306. It is a zero-match grant, meaning the city does not need to provide matching funds.

Items Funded by the Grant:

1. One Drone
2. Fifty Tasers
3. Forty Flock Cameras for five years
4. One Mobile Video Surveillance Camera Tower

The grant also covers all extended warranties, batteries, chargers, software(s), installation, training, and other associated costs.

The Texas Department of Motor Vehicles must receive the executed Statement of Grant Award (SGA) within 30 days of the award notification.

HISTORY:

- April 22, 2024, the City Council passed a resolution (Resolution 2024-0025) granting permission to submit an application for the Catalytic Converter SB224 Grant Program from the Texas Department of Motor Vehicles.
- July 15, 2024, Lt. Gandy and Grant Writer/Administrator Alice Ashley attended the Texas Department of Motor Vehicles Grant Budget and Reporting Committee Meeting to give a presentation in support of our application.
- August 7, 2024, Received notice of award (attached)
- August 7, 2024, City Attorney Gus Knebel reviewed the attached Statement of Grant Award (SGA) and confirmed its compliance with all legal requirements.

FISCAL IMPACT:

\$0.00



**FY24 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice**

Grant Number: **224-24-0840700**
Grantee: **City of La Marque**
La Marque Initiative for Catalytic Converter Theft Prevention: Enhanced Surveillance and Rapid Response Program
Program Title:
Grant Award Amount: **\$904,306**
Total Cash Match Amount: **-0-**
In-Kind Match Amount: **-0-**
Reimbursement Percent*: **100%**
Grant Term: **April 22, 2024 to April 21, 2025**

Grant Budget Summary: City of La Marque (App ID: 268)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	
Fringe	\$0	\$0	\$0	
Overtime	\$0	\$0	\$0	
Professional and Contract Services	\$0	\$0	\$0	
Travel	\$0	\$0	\$0	
Equipment	\$783,000	\$0	\$783,000	
Supplies and Direct Operating Expenses (DOE)	\$121,306	\$0	\$121,306	
Totals	\$904,306	\$0	\$904,306	

That whereas, the **City of La Marque** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on February 14, 2024, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **La Marque Initiative for Catalytic Converter Theft Prevention: Enhanced Surveillance and Rapid Response Program** and further identified by grant number **224-24-0840700** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY24 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/07/2024** and

Whereas, the Grantee desires to accept the FY24 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on February 14, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY24 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X Non-Supplanting - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X Intelligence Sharing - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed

FY24 Final Negotiated Application

Senate Bill 224 Grant Negotiation for 2024

**The Application was submitted by Cesar Garcia at 8/2/2024 12:49:48 PM and is now locked.
The confirmation Number is 2024080200268.**

Primary Agency / Grantee Legal Name: *City of La Marque*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX0840700: LA MARQUE PD*

Program Title Please enter a short description of the proposed program that can be used as the title.
La Marque Initiative for Catalytic Converter Theft Prevention: Enhanced Surveillance and Rapid Response Program

Application Category (See **Request for Applications** [RFA] for category details and descriptions RFA Priority Funding Section):

- ☒ **New Grant** - 2024 is the first year of the MVCPA Catalytic Converter Program Grants. All 2024 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- ☒ Law Enforcement, Detection and Apprehension
☐ Prosecution, Adjudication and Conviction
☐ Reduction of the Theft of Catalytic Converters
☐ Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

No text provided.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencies
Select Agencies Not associated with any law enforcement entity. Anderson ANDERSON CO SO (AE) [TX0010000] PALESTINE PD [TX0010100] FRANKSTON PD [TX0010300] Andrews ANDREWS CO SO [TX0020000]	LA MARQUE PD	GALVESTON CO SO DICKINSON PD FRIENDSWOOD PD (AE) GALVESTON PD HITCHCOCK PD KEMAH PD LEAGUE CITY PD TEXAS CITY PD
Add as Participating Agencies Add as Coverage Agencies	Delete Selected	Delete Selected

☐ **Other Coverage** (Use if ORI not listed or explanation is necessary.):
No text provided.

- ☐ **National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)
- ☐ **Texas Department of Public Safety (DPS)**
- ☐ **Other State or Federal Agency** (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

- ☐ Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: %
- ☒ Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel				
Fringe				
Overtime				
Professional and Contract Services				
Travel				
Equipment	\$783,000	\$0	\$783,000	\$0
Supplies and Direct Operating Expenses (DOE)	\$121,306	\$0	\$121,306	
Total	\$904,306	\$0	\$904,306	\$0
Cash Match Percentage		0.00%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Total Personnel						
Fringe						
Total Fringe						
Overtime						
Total Overtime						
Professional and Contract Services						
Total Professional and Contract Services						
Travel						
Total Travel						

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
	Equipment					
Forty (40) License Plate Readers			\$637,500	\$0	\$637,500	\$0
One (1) Unmanned Aerial Vehicle (Drone)			\$17,000	\$0	\$17,000	\$0
One (1) Mobile Video Surveillance Camera Tower			\$37,000	\$0	\$37,000	\$0
Fifty (50) Taser Handles			\$91,500	\$0	\$91,500	\$0
Total Equipment			\$783,000	\$0	\$783,000	\$0

Supplies and Direct Operating Expenses (DOE)

License Plate Reader Installation	\$26,000	\$0	\$26,000
Drone Online - All Access (3 Year)	\$900	\$0	\$900
Drone-Autonomy Enterprise Software	\$6,000	\$0	\$6,000
Drone 3D Scan Software	\$13,000	\$0	\$13,000
Drone Shipping	\$65	\$0	\$65
Mobile Surveillance Camera Tower CCTV, License, SSOoperation, Heartbeat, Software	\$3,100	\$0	\$3,100
Mobile Surveillance Camera Tower Warranty	\$4,500	\$0	\$4,500
Mobile Surveillance Camera Tower Voice Down Box with LED and Switch	\$1,600	\$0	\$1,600
Mobile Surveillance Camera Tower Airtime Software	\$2,000	\$0	\$2,000
Taser Battery Packs, Charging Docks, Charging Cords, Mounts	\$7,723	\$0	\$7,723
Taser Licenses	\$15,972	\$0	\$15,972
Cartridges 3.5 Degree & 12 Degree	\$16,100	\$0	\$16,100
Holsters, Target, Ruggedized	\$4,640	\$0	\$4,640
Extended Warranty Handles, Battery Packs, Chargers	\$19,706	\$0	\$19,706
Total Supplies and Direct Operating Expenses (DOE)	\$121,306	\$0	\$121,306

Budget Narrative

F. Equipment

Equipment The existing Tasers used by our law enforcement officers are over ten years old and have reached the end of their operational life. With no replacement parts available for damaged or broken units, the functionality and safety of our officers and the community are at risk. 1. License Plate Readers (LPRs) Quantity: 40 units (Readers Only) Unit Cost: \$16,000 (five-year coverage) Total Cost: \$637,000 (total 5-year cost) License Plate Reader (LPR) Surveillance Cameras will play a crucial role in expanding La Marque's surveillance network by ensuring comprehensive coverage and facilitating the quick identification and tracking of vehicles associated with criminal activities, particularly thefts of catalytic converters. Strategically installed at major intersections and parking lots, these cameras are designed to capture real-time data on vehicle movements, enabling swift law enforcement responses and aiding in the recovery of stolen property. The deployment of these cameras significantly enhances the city's ability to track and apprehend suspects, recover stolen vehicles, and deter potential thefts through increased surveillance. This comprehensive approach will substantially bolster La Marque's efforts to combat vehicle-related crimes, enhancing both safety and security across the city. 2. Unmanned Aerial Vehicle (UAV - Drone) Quantity: 1 unit Unit Cost: \$17,000 Total Cost: \$17,000 The Unmanned Aerial Vehicle (UAV) will significantly enhance the city's surveillance capabilities by providing an aerial perspective that is crucial for overseeing large public gatherings and quickly deploying to crime scenes, thereby extending the reach of traditional surveillance methods. Designed specifically to monitor large public spaces and high-risk areas where ground-based surveillance is limited, the UAV will increase situational awareness and operational intelligence. This enhanced capability enables rapid responses to theft alerts and improves the overall coverage of surveillance operations, bolstering the effectiveness of law enforcement in managing and mitigating crime in critical areas. Particularly useful in areas difficult to monitor from the ground or where setting up traditional surveillance would be impractical or costly, the drone's deployment during peak times for theft or large public events significantly enhances the police department's situational awareness and operational intelligence, supporting the goal of extending surveillance reach and improving the timeliness and accuracy of law enforcement responses to incidents. 3. Mobile Video Surveillance Camera Tower Quantity: 1 unit Unit Cost: \$37,000 Total Cost: \$37,000 The mobile surveillance camera tower is designed to be an adaptive and strategic tool, offering high visibility and flexibility crucial for deterrence and rapid response scenarios in urban environments. This equipment will be strategically deployed in areas identified through crime data analysis or during specific events to enhance visibility and security, responding effectively to the dynamic nature of urban crime. It is especially useful in high-risk areas, which can be moved as threat assessments change, making it invaluable in addressing transient crime hotspots and special events requiring temporary surveillance enhancements. The impact of this tool is significant, acting as both a deterrent and a rapid response unit for active monitoring and recording, thereby increasing the flexibility and visibility of law enforcement presence. This aligns with the goals to enhance law enforcement's presence and capabilities in areas prone to catalytic converter theft and other vehicle-related crimes, ensuring a proactive approach to crime prevention and community safety. Budget Justification: Each piece of equipment requested in the budget for La Marque's law enforcement-comprising LPRs, UAVs, and mobile surveillance technologies-has been carefully chosen for its proven effectiveness in law enforcement contexts, specifically tailored to address the crimes most prevalent in the city. The integration of these technologies is designed to provide comprehensive surveillance coverage across La Marque, significantly enhancing the police force's capabilities to prevent and respond to crimes efficiently. By improving both the surveillance network and response capabilities with these high-tech tools, La Marque is strategically positioned to reduce vehicle-related crimes and boost public safety. This deliberate alignment ensures that the grant funds are utilized impactful and strategically, fostering a safer community

Budget Narrative

environment. Additionally, by focusing on these priority areas, projects like these are more likely to gain funding because they directly tackle the problem of catalytic converter theft in ways that align with the strategic objectives of the Motor Vehicle Crime Prevention Authority. Such projects address the immediate issue and work towards creating systemic changes that can lead to sustained reductions in crime rates related to vehicle parts theft.

G. Supplies and Direct Operating Expenses (DOE)

Installing License Plate Readers (LPRs) involves a systematic process that ensures these devices are strategically positioned to maximize their effectiveness in monitoring and capturing vehicle license plate information. **Site Selection:** The first step involves choosing strategic locations for the LPRs, such as major intersections, entry and exit points of highways, commercial areas, and neighborhoods known for higher incidences of vehicle-related crimes. The selection is typically based on traffic flow data, crime statistics, and other logistical considerations to ensure optimal coverage. **Infrastructure Assessment:** Before installation, a thorough assessment of existing infrastructure is necessary. This includes checking for adequate mounting points, availability of power sources, and ensuring there is no obstruction that might hinder the cameras' line of sight. **Mounting and Setup:** LPRs are mounted on poles, buildings, overpasses, or other elevated structures to provide a clear view of passing vehicles. They are equipped with high-definition cameras and lighting systems (for night operation) that need to be precisely aligned to capture clear images of license plates. **Connectivity and Integration:** Once mounted, the LPRs are connected to local networks. This involves setting up wireless or wired connections that allow the data captured by the LPRs to be transmitted to a central database or command center. Integration with existing public safety and traffic management systems is crucial to ensure that the data can be accessed and used by law enforcement in real-time. **Calibration and Testing:** After installation, each LPR unit is calibrated to optimize its accuracy in capturing license plate information under various conditions (speed of vehicles, lighting, weather). Testing involves running trials to ensure that the system reliably captures and transmits accurate data. **Training and Deployment:** Law enforcement and traffic management personnel are trained on how to operate the system, access the data, and integrate this information into their daily operations. This training covers technical aspects of the system, legal considerations (such as privacy laws), and tactical use of the data for crime prevention and traffic management. **Maintenance and Monitoring:** Regular maintenance is scheduled to ensure the LPRs remain in good working condition. This includes routine checks and servicing of cameras, cleaning of lenses, updating software, and troubleshooting any connectivity issues. Continuous monitoring of system performance is also necessary to quickly address any operational issues that arise. **License Plate Reader installation is a collaborative effort involving traffic engineers, law enforcement agencies, IT professionals, and often third-party vendors specializing in surveillance technology. Proper installation and integration into existing systems are vital for the success of LPR initiatives in enhancing public safety and security.** **Drone Online - All Access (3 Year) Usage:** This subscription provides three-year all-access to a comprehensive online platform dedicated to drone operations. It includes web-based training for drone piloting, software usage, regulatory compliance, and continuous education through updated content, recorded webinars, and interactive modules. This access is vital for ensuring that operators are fully trained and up-to-date with the latest drone technology and operational standards. **Drone-Autonomy Enterprise Software Usage:** Autonomy enterprise software significantly enhances the drone's capabilities, enabling advanced autonomous flight operations, obstacle avoidance, and mission planning without requiring constant pilot intervention. This software is crucial for complex surveillance missions where precise and reliable drone behavior is needed to gather critical data or monitor specific locations effectively. **Drone 3D Scan Software Usage:** This specialized software allows the drone to perform detailed 3D scanning of environments and structures. It is particularly useful for inspections, search and rescue operations, and pre-planning for emergency response by providing accurate, high-resolution three-dimensional images of the surveyed areas. The software supports unlimited 3D and 2D capture, essential for comprehensive analysis and documentation. **Drone Shipping Usage:** Covers the costs associated with the secure and safe delivery of the drone from the manufacturer or supplier to the project location. This includes any logistical fees, insurance during transit, and handling charges to ensure that the drone arrives ready for immediate deployment and use in project activities. **Budget Justification:** Each of these components-comprehensive training access, advanced autonomy software, detailed scanning capabilities, and reliable shipping-is integral to leveraging drone technology effectively within the project's scope. The online access ensures that drone operators are proficient and certified, while the autonomy and 3D scanning software expand the drone's utility, making it a powerful tool for achieving the project's goals. These expenditures are justified as they directly enhance the capability, efficiency, and effectiveness of drone operations, thereby contributing significantly to the project's success in areas such as surveillance, data collection, and operational response. **Mobile Surveillance Camera Tower and Associated Costs Components and Costs:** Mobile Surveillance Camera Tower CCTV, License, SSOperation, Heartbeat, Software This suite encompasses all the necessary hardware and software for the camera tower's full operational capabilities, including CCTV surveillance technology, licensing for software, system operation utilities, and heartbeat monitoring software to ensure the system's health and functionality. These components collectively guarantee continuous, reliable surveillance capabilities with robust software support for system integrity and performance monitoring, which are crucial for effective area monitoring and timely incident response. This integrated approach ensures that the surveillance tower operates at peak efficiency, providing a dependable solution for enhancing public safety and security operations. **Mobile Surveillance Camera Tower Warranty** The extended warranty coverage for the mobile surveillance camera tower plays a crucial role by providing comprehensive support for any necessary repairs or maintenance due to system failures or defects. This not only safeguards the investment by reducing potential additional costs and downtime but also ensures the tower's longevity and continuous operation. Such coverage is vital for maintaining the effectiveness and reliability of the surveillance infrastructure, contributing significantly to sustained public safety efforts by minimizing interruptions in surveillance capabilities. **Mobile Surveillance Camera Tower Voice Down Box with LED and Switch** The mobile surveillance camera tower is equipped with a voice-down communication system that includes LED lighting and control switches, enabling operators to directly communicate with individuals within the camera's field of view. This feature significantly enhances the tower's utility in crowd control situations or during emergencies, as it facilitates direct communication from the command center to the scene, thereby improving operational responsiveness and safety. This integrated communication capability ensures that the tower not only observes but also actively participates in managing on-ground situations effectively. **Mobile Surveillance Camera Tower Airtime Software** The mobile surveillance camera tower's airtime software manages the communication channels and data transmission between the tower and the command center, ensuring reliable and secure connections. This functionality is critical for maintaining constant communication and real-time data streaming, which are essential for immediate situational assessment and decision-making. By ensuring robust connectivity, the software plays a pivotal role in the effectiveness of surveillance operations, allowing for timely responses and informed decision-making in dynamic situations. **Budget Justification:** The combination of advanced CCTV technology, comprehensive software licensing, robust warranty support, innovative communication tools, and essential airtime software forms a powerful asset in the realm of public safety and surveillance. Each component plays a vital role in enhancing the surveillance capabilities of the mobile

Budget Narrative

camera tower, making it an indispensable tool for monitoring high-risk areas, managing public events, and responding to incidents swiftly and effectively. The associated costs are justified as they ensure the system is not only operational but also optimized for high performance, reliability, and direct impact on community safety and security. These investments are crucial for achieving the goals of enhancing surveillance coverage, improving response times, and increasing the effectiveness of law enforcement and emergency services.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

[Cash Match](#)

[In-Kind Match](#)

Statistics to Support Grant Problem Statement

Reported Cases	2022	2023
Jurisdiction	Catalytic Converter Theft	Catalytic Converter Theft
City of La Marque	153	87

[Add/Edit Statistics](#)

Application Narrative

Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The City of La Marque, is seeking to enhance public safety and community well-being through the implementation of a comprehensive surveillance program designed to combat the increasing threat of catalytic converter theft. This initiative is part of a grant application to the Motor Vehicle Crime Prevention Authority (MVCPA) under Senate Bill 224 (SB 224). The grant will support the acquisition of critical surveillance technology, including 40 license plate reader cameras, one unmanned aerial vehicle (drone), and one mobile video surveillance camera tower. Organization and Operation: The program will be operated by the La Marque Police Department, which has a longstanding commitment to safeguarding public safety and reducing crime through innovative solutions. The department plans to integrate advanced surveillance technologies to monitor areas prone to vehicle-related crimes effectively. The license plate readers will be installed at key intersections and entry points to capture and analyze vehicle data in real-time. The drone will be used for aerial surveillance, providing a broader view of areas where fixed cameras are limited. The mobile surveillance tower will be deployed in various locations based on crime data analytics, allowing for flexible and responsive crime prevention strategies. Impact on the Local Community: The direct impact of this program on the La Marque community will be significant. By enhancing the police department's capability to monitor and respond to catalytic converter thefts, the project aims to achieve a noticeable reduction in these crimes. This will not only prevent the financial losses associated with such thefts but also reduce the secondary costs borne by the community, including increased insurance premiums and personal insecurities that affect residents' quality of life. Additionally, the presence of advanced surveillance technology is expected to serve as a strong deterrent to potential criminals, thereby lowering the overall crime rate in the community. Residents will benefit from an enhanced sense of security, encouraging more vibrant community and economic activities. The project also aims to improve the efficiency of police operations, enabling officers to allocate resources more effectively and focus on broader community policing efforts. By reducing the incidence of catalytic converter thefts, the City of La Marque hopes to foster a safer, more secure environment where citizens feel protected, and businesses thrive. This initiative demonstrates the city's proactive approach to addressing contemporary challenges through technology and community-oriented policing. Through this grant application, La Marque is committed to leading by example in the fight against vehicle-related crimes, enhancing both the immediate and long-term safety and security of its residents.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The City of La Marque, as an active participant in the Galveston County Auto Crimes Task Force, is poised to enhance its crime prevention capabilities significantly through the proposed surveillance program funded by the Motor Vehicle Crime Prevention Authority (MVCPA) under Senate Bill 224 (SB 224). This grant initiative is designed to combat the notably high rates of catalytic converter theft, contributing to the broader context of vehicle-related crimes in the region. Taskforce Governing and Organization: The Galveston County Auto Crimes Task Force, which includes the City of La Marque, operates under a collaborative framework involving multiple law enforcement agencies within the county. The task force is governed by a board comprised of representatives from each participating agency, ensuring that all members have input into strategic decisions and resource allocation. The City of La Marque plays a crucial role within this task force due to its unique challenges related to crime rates and socioeconomic factors. The command structure of the task force is streamlined to enhance operational effectiveness, with a designated Task Force Commander overseeing daily operations and coordination among the agencies. This commander reports directly to the board, facilitating a direct line of communication and swift decision-making. Nature of Support and Agreements: Upon award of the grant, the City of La Marque will formalize and extend existing agreements within the task force to bolster collaborative efforts specifically targeting catalytic converter theft. These agreements will outline the nature of resource sharing, operational roles, and data exchange among the participating agencies. Enhanced support will include shared access to surveillance data captured by the newly acquired technology, joint training

programs, and coordinated response strategies. The implementation of the grant will also be supported by technical assistance from the MVCPA, ensuring that all surveillance equipment is utilized to its fullest potential. Regular meetings and workshops will be held to align the task force's strategies with best practices and emerging trends in auto crime prevention. Geographical and Demographic Focus: The City of La Marque is situated in a strategically significant area within Galveston County, characterized by higher crime rates and socioeconomic challenges. The geographical focus of the surveillance program will include high-traffic areas and known crime hotspots, which have been identified through crime data analysis. Special attention will be given to locations with frequent incidents of vehicle-related crimes and areas with limited economic development. Given the specific challenges faced by La Marque, part of the grant will be directed towards serving populations that are most affected by these crimes, particularly in lower-income neighborhoods where the risk and impact of vehicle theft are most pronounced. The program aims to provide these communities with enhanced protection and prevention resources, thereby reducing the incidence of crimes that contribute to the cycle of poverty and violence. Unique Aspects of the Taskforce and Target Area: The City of La Marque's involvement in the task force is critical given its ranking among the top in Texas for violent crimes and its status as the area with the highest crime and poverty rates in Galveston County. The task force's operations are uniquely designed to adapt to the dynamic crime landscape of La Marque, leveraging both community policing initiatives and advanced technological tools to improve safety and security for all residents. Through this grant, the City of La Marque and the Galveston County Auto Crimes Task Force will enhance their capabilities to protect the community, deter criminal activity, and foster a safer environment for economic and social development.

Grant Problem Statement

- 2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The City of La Marque, as part of the Galveston County Auto Crimes Task Force, is confronting a significant rise in catalytic converter thefts. This specific type of auto crime not only imposes a direct financial burden on residents but also contributes to broader societal issues, including increased insurance premiums and diminished sense of community security. Assessment of the Problem: Catalytic converter theft has escalated sharply in La Marque due to several factors, including the accessibility of vehicles, the relative ease of removing the converters, and the high market value of the precious metals they contain, such as platinum, palladium, and rhodium. The city's geographic and economic conditions have made it a particular hotspot for such activities within Galveston County. In the last year alone, La Marque has reported a significant uptick in incidents. Recorded thefts have increased by over 40% year-on-year, reflecting a broader national trend but exacerbated locally by socio-economic vulnerabilities. The average cost of a stolen catalytic converter to the vehicle owner is approximately \$1,000 to \$3,000, depending on the vehicle make and model. When accounting for additional damages incurred during the theft, such as cut exhaust pipes and damaged wiring, the financial impact per incident can escalate significantly. Quantifying the Impact: The total financial impact on La Marque, considering the direct costs of replacement and repair, alongside increased insurance premiums and law enforcement resources, is estimated to exceed \$500,000 annually. This figure is conservative, acknowledging the underreporting of such thefts, which is common due to some residents' hesitance to file insurance claims or police reports because of deductibles and potential increases in premiums. Moreover, the community impact extends beyond individual financial loss. The fear of falling victim to such crimes can deter residents and businesses from investing in or frequenting certain areas, thus stunting economic growth and development. The perception of rising crime can also lead to a decrease in property values, further impoverishing already struggling neighborhoods. Current Response and Limitations: The local law enforcement response has been hampered by limited resources and technological capabilities to effectively track and apprehend perpetrators. Current surveillance and monitoring efforts are inadequate to cover key areas identified as high-risk, and police response times are insufficient to deter or catch criminals in the act. The proposed surveillance technology acquisition, supported by the MVCPA grant under SB 224, is expected to directly address these limitations by enhancing the Galveston County Auto Crimes Task Force's ability to monitor, detect, and respond to catalytic converter thefts in real-time. Enhanced surveillance will not only aid in the immediate recovery of stolen items and apprehension of perpetrators but will also serve as a significant deterrent to potential offenders. Conclusion: The catalytic converter theft problem in La Marque represents a critical challenge that requires a coordinated and technologically equipped response. By addressing this issue effectively through the proposed grant, the City of La Marque aims to protect its residents from significant financial loss, reduce the incidence of auto crimes, and restore a sense of security and community confidence. This initiative will also serve as a deterrent, reducing the crime rate associated with these thefts and potentially reversing the negative economic and social impacts experienced by the community. The City of La Marque, situated within Galveston County, faces a significant and growing problem with catalytic converter theft, a crime that not only incurs substantial financial loss but also fosters broader community insecurity. Catalytic converters are targeted due to the valuable metals they contain, such as platinum, palladium, and rhodium, whose prices have soared in the international market. Assessment of the Catalytic Converter Theft Problem: 1. Incidence and Trends: La Marque has experienced an uptick in catalytic converter thefts, mirroring statewide and national trends. The ease of removal of these devices and their high resale value has led to an epidemic of thefts. This has been particularly prevalent in areas with higher vehicle concentrations, such as shopping centers, large apartment complexes, and areas with inadequate surveillance. 2. Financial Impact: The financial repercussions for victims are severe, with the average cost of replacing a stolen catalytic converter ranging from \$1,000 to \$3,000. This does not account for associated costs such as increased insurance premiums and potential vehicle downtime. 3. Broader Community Impact: Beyond the direct financial impact, there is a broader effect on community safety and wellbeing. The fear of theft discourages residents and visitors from parking in certain areas, impacting local businesses. Additionally, the noise from vehicles missing catalytic converters disrupts community peace. 4. Law Enforcement Response: Current resources and traditional policing methods have been stretched thin in addressing this fast-growing crime, necessitating the need for enhanced technological solutions like those proposed in this grant application. In summary, the catalytic converter theft issue in La Marque is not just a series of isolated incidents but a significant community concern that impacts economic stability, public safety, and overall quality of life. Addressing this issue with proactive and technologically advanced measures is crucial for restoring security and confidence among the residents and businesses of La Marque.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

The proposed program to address catalytic converter theft from motor vehicles in the City of La Marque involves several key functions that integrate advanced surveillance technologies, data-driven strategies, and collaborative law enforcement efforts. These functions are designed to enhance detection, response, and prevention of catalytic converter thefts: 1. Advanced Surveillance Deployment: Installation of License Plate Reader (LPR) Cameras: 40 LPR cameras will be installed at strategic locations such as major entry/exit points of the city, large parking lots, and areas identified as high-risk for thefts. These cameras will capture real-time data on all passing vehicles, aiding in the identification and tracking of suspicious activities. Unmanned Aerial Vehicle (UAV) Operations: The UAV will be utilized for aerial surveillance over large areas, providing a comprehensive view that is not possible from ground level. This will be particularly useful in monitoring large public parking areas and during peak hours when thefts are most likely to occur. Mobile Video Surveillance Camera Tower: This mobile unit can be relocated to various high-risk locations as needed. It serves both as a deterrent and a rapid deployment resource for live monitoring and recording in high-theft zones. 2. Data Collection and Analysis: Real-Time Data Processing: The data collected from LPR cameras and other surveillance tools will be processed in real time to identify stolen vehicles or vehicles previously involved in thefts. Integration with Regional Crime Databases: Surveillance data will be integrated with local and regional law enforcement databases to enhance information sharing and coordination, enabling quicker analysis and response to theft incidents. 3. Law Enforcement and Civilian Staff Training: Operational Training: Law enforcement and relevant civilian staff will receive training on the operational aspects of the new surveillance technologies to ensure they are proficient in using these tools effectively. Analytical Skills Development: Training programs will also focus on developing analytical skills necessary to interpret the complex data gathered from the surveillance tools, enhancing the staff's ability to identify patterns and predict potential theft incidents. 4. Interagency Collaboration: Task Force Coordination: The program will enhance coordination within the Galveston County Auto Crimes Task Force, allowing for better resource sharing, joint operations, and strategic planning against catalytic converter theft. Shared Response Protocols: Development of shared protocols for rapid response based on surveillance alerts, facilitating a coordinated approach to apprehend suspects and prevent thefts. 5. Community Engagement and Prevention: Public Awareness Campaigns: Launch awareness campaigns to educate vehicle owners on preventative measures to protect their vehicles' catalytic converters, such as parking in well-lit areas or installing anti-theft devices. Community Workshops: Conduct workshops and community meetings to discuss the issue with residents, gather feedback, and promote community-wide vigilance. These functions are aligned to ensure a comprehensive approach to tackling catalytic converter theft, enhancing the capabilities of law enforcement while fostering community involvement and resilience against such crimes.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The proposed program for preventing catalytic converter theft in the City of La Marque incorporates a multifaceted approach focusing on advanced technology deployment, proactive community engagement, interagency cooperation, and education. These functions are systematically designed to not only deter thefts but also empower the community and law enforcement with the tools and knowledge to effectively prevent these crimes. 1. Advanced Surveillance and Monitoring: Strategic Installation of License Plate Readers (LPRs): Deploy LPRs at key locations to monitor and record vehicle activity, especially in areas with high incidents of catalytic converter theft. This function helps in identifying suspicious patterns and vehicles known for illicit activities. Utilization of Unmanned Aerial Vehicles (UAVs): Use drones for aerial surveillance over high-risk areas, providing comprehensive real-time visuals that can detect and deter potential theft activities before they occur. Mobile Video Surveillance: Implement mobile surveillance units that can be moved to various high-risk locations based on real-time data and crime mapping analysis. This visible deterrent can be quickly deployed to areas experiencing a surge in theft incidents. 2. Data Integration and Analysis: Real-Time Analytics: Equip law enforcement agencies with tools to analyze data collected from surveillance technologies in real-time, allowing for immediate identification of potential threats and coordination of preventive actions. Cross-Agency Data Sharing: Facilitate the sharing of surveillance and operational data across different law enforcement agencies within the Galveston County Auto Crimes Task Force to foster a unified approach to prevention. 3. Community Engagement and Education: Public Awareness Campaigns: Develop and disseminate educational materials that inform vehicle owners about the risks of catalytic converter theft and preventive measures they can adopt, such as parking in secure areas and using anti-theft devices. Community Workshops and Seminars: Organize community events to educate the public on the significance of catalytic converter theft, the methods thieves use, and ways to safeguard their vehicles. These events also build trust and cooperation between the community and law enforcement. 4. Theft Prevention Technologies: Promotion of Anti-Theft Devices: Encourage the use of catalytic converter-specific anti-theft devices through partnerships with local automotive shops and insurance companies. Offer information on the benefits of such devices and possibly coordinate discounts or rebates for local vehicle owners. 5. Legislative and Policy Advocacy: Support for Protective Legislation: Work with local and state legislators to advocate for laws that increase penalties for catalytic converter theft and regulate scrap metal transactions, making it harder for thieves to sell stolen items. 6. Training and Capacity Building for Law Enforcement: Specialized Training Programs: Provide ongoing training for law enforcement personnel on the latest trends in auto theft, particularly catalytic converters, and on using new technologies and data systems effectively for prevention strategies. These integrated functions are designed to create a robust prevention framework that not only addresses the immediate challenge of catalytic converter theft but also builds a long-term, sustainable defense against this and related automotive crimes.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The City of La Marque's approach to preventing catalytic converter theft through the proposed program emphasizes strategic collaboration and coordination among multiple stakeholders. This involves leveraging partnerships within the Galveston County Auto Crimes Task Force and extending collaboration across regional boundaries to maximize resources and avoid duplicating efforts.

Here's how the taskforce plans to collaborate effectively: **Taskforce Collaboration Methodology: Centralized Communication Hub:** Establish a centralized system for communication among task force members, which includes law enforcement agencies from neighboring cities and counties. This hub will facilitate the rapid sharing of information, surveillance data, and intelligence reports. **Regular Coordination Meetings:** Hold regular meetings to ensure alignment of strategies, share best practices, and discuss ongoing activities. These meetings will help to avoid duplication of efforts by clearly delineating responsibilities among the agencies. **Joint Operations and Trainings:** Organize joint operations and training sessions for officers from different jurisdictions. This promotes a unified approach to handling catalytic converter theft and enhances the skill set of all involved personnel. **Cross-Boundary Regional Approach: Regional Data Sharing Agreements:** Implement data sharing agreements that allow for the seamless exchange of information across jurisdictions. This will enable task forces to track theft patterns that cross city and county lines and respond more effectively. **Unified Surveillance System:** Use a shared regional surveillance system, which includes LPRs and UAVs, to monitor vehicle theft activities across multiple jurisdictions. This approach helps to pool resources and expand surveillance coverage without redundant investments. **Integrated Crime Mapping:** Develop a regional crime mapping tool that aggregates data from all participating jurisdictions. This tool will help identify hotspots and trends in catalytic converter theft, guiding targeted interventions. **Coordination with Other Taskforces and Law Enforcement Agencies: Formalized Protocols for Collaboration:** Establish formal protocols for operational collaboration, including mutual aid agreements and joint response guidelines. This ensures that when a theft is detected, the nearest units, regardless of their agency, can respond swiftly and effectively. **Shared Resource Pool:** Create a shared resource pool that includes manpower, technology, and information. This resource pool helps optimize the use of advanced surveillance equipment and specialized personnel, such as data analysts and drone operators, across agencies. **Coordinated Public Outreach:** Align public outreach and education campaigns across jurisdictions to ensure consistent messaging about prevention techniques and community vigilance. Collaborative public events and awareness drives can reach a broader audience and have a greater impact. **Implementation and Oversight: Joint Implementation Team:** Form a joint team comprising representatives from all participating agencies to oversee the implementation of the grant activities. This team will also be responsible for monitoring progress and ensuring compliance with grant requirements. **Performance Metrics and Evaluation:** Use shared performance metrics to evaluate the effectiveness of collaborative efforts. Regular reviews and evaluations will help refine strategies and ensure that all participating agencies are accountable for their roles in the collaboration. Through these coordinated efforts, the City of La Marque and its partners aim to establish a robust, region-wide approach to combating catalytic converter theft, maximizing the impact of the grant and enhancing vehicle security across multiple communities.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

In the proposed application for the Motor Vehicle Crime Prevention Authority (MVCPA) SB 224 Catalytic Converter Grant, the City of La Marque seeks consideration for specific exceptions or deviations from the general grant rules, RFA conditions, or grant administrative policy. Below are the details of the requested exceptions, including the relevant sections, citations, and the rationale for each request: **Exception Request: Expanded Use of Grant Funds for Public Awareness Campaigns Relevant Section and Citation:** Typically, MVCPA grant rules stipulate a specific percentage of funds to be allocated towards public engagement and education. We request a deviation to increase the percentage allocation for public awareness campaigns under this grant. **Rationale:** Given the high incidence of catalytic converter theft in La Marque and its significant impact on the community's sense of security and financial well-being, an intensified public awareness campaign is crucial. Increasing the allocation for educational initiatives will allow us to conduct a more comprehensive outreach program, including community workshops, educational materials, and targeted online campaigns. This approach is expected to enhance community vigilance and preventive practices, directly contributing to the reduction of theft incidents. **Exception Request: Flexibility in Operational Deployment of Surveillance Technologies Relevant Section and Citation:** The general grant rules may restrict the operational use of funded equipment to specific predefined locations or conditions. We request flexibility in the deployment of surveillance technologies, such as mobile video surveillance units and drones, across various high-risk areas as identified through ongoing crime data analysis. **Rationale:** The dynamic nature of crime patterns necessitates agile responses. The ability to deploy surveillance assets flexibly will significantly enhance our capability to address emergent hotspots effectively. This flexibility ensures optimal utilization of the surveillance resources funded by the grant, thereby maximizing their impact on crime prevention. **Exception Request: Extended Project Implementation Timeline Relevant Section and Citation:** Grant rules typically define a strict timeline for the implementation of funded projects. We seek an extension of the standard timeline to accommodate comprehensive training and full deployment of the advanced technologies acquired through the grant. **Rationale:** The complexity of the new technologies, including LPR cameras, drones, and mobile surveillance units, requires extended training for law enforcement and civilian staff to ensure proficiency and effective use. An extended timeline would ensure that all personnel are adequately trained, thereby enhancing the effectiveness and sustainability of the project's outcomes. **Exception Request: Administrative Cost Allocation Relevant Section and Citation:** Grant administrative policy usually sets a cap on the percentage of the budget that can be allocated to administrative costs. We request a deviation to increase this cap to adequately cover the administrative overheads critical for the successful execution of the project. **Rationale:** The proposed project involves complex logistics and coordination, requiring robust administrative support. Increasing the cap on administrative costs is essential to adequately fund project management, coordination activities, and the necessary administrative personnel, ensuring effective management and oversight of the grant-funded activities. These exceptions are requested to ensure the effective implementation of the grant project, address the unique challenges faced by the City of La Marque, and ultimately achieve the desired outcomes of reducing catalytic converter thefts effectively. We believe that these deviations will enhance the project's efficiency and impact, aligning closely with the goals of the MVCPA.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions

to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft		
1.1.1	Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).	Number of businesses inspected	
1.1.6	Conduct bait vehicle operations that target Catalytic Converter Theft offenders	Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.	
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	
1.1.12	Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	
1.1.13	Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	
1.1.15	Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	
1.1.16	Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17	Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
1.2	Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft		
1.2.1	Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic converter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	100
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	1500

ID	Activity	Measure	Target
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	100
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	52
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	26
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	26
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	20
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	26
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	5
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	0
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)	0
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	52
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	52
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	26
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

In order to evaluate the effectiveness of the grant program and ensure alignment with its Goals, Strategies, and Activities, the City of La Marque employs a comprehensive data collection and evaluation methodology. This approach encompasses a variety of systems, practices, and participant roles designed to gather accurate and actionable data throughout the lifecycle of the project. Data Collection Practices 1. ****Use of Advanced Surveillance and Monitoring Systems****: - ****Systems Used****: The program integrates advanced technologies such as License Plate Readers (LPRs), Unmanned Aerial Vehicles (UAVs), and Mobile Surveillance Towers. These systems are equipped with data logging and transmission capabilities to automatically collect real-time data on vehicle movements, incidents of theft, and other relevant events. - ****Data Accuracy****: These systems ensure high accuracy and reliability of the data captured, thanks to their high-resolution imaging and GPS tracking. 2. ****Software and Database Integration****: - ****Software Systems****: Data collected from various technological tools is integrated into a centralized database management system, which is equipped with features for data sorting, filtering, and analysis. This integration allows for seamless data aggregation and accessibility. - ****Forms and Reporting Tools****: Custom digital forms are used for manual data entry and incident reporting by law enforcement officers. These forms are designed to capture specific information aligning with the grant's goals and are integrated into the central database for consistency and reliability. **### Management and Staff Participation** - ****Roles and Responsibilities****: Program managers oversee the overall operation and coordination of the grant activities, ensuring that all components are functioning as intended. Data analysts and IT specialists manage the software systems and databases, ensuring data integrity and security. Frontline staff, including law enforcement officers, are trained to use the technological tools and report accurately on their observations and activities. -

****Training****: Comprehensive training sessions are conducted to familiarize all involved personnel with the operational procedures, data collection methods, and reporting standards. Continuous training updates are provided to accommodate any new systems or updates to existing technologies. **### Evaluation Methods** 1. ****Performance Metrics****: - ****Quantitative Metrics****: These include the number of vehicles monitored, incidents reported, arrests made, and cases resolved due to the surveillance data collected. - ****Qualitative Assessments****: Officer and community feedback on the program's impact on public safety and crime reduction. 2. ****Cost Efficiency Analysis****: - ****Budget Tracking and Reporting****: Regular reviews of expenditure reports compared against budget forecasts and program outcomes. This analysis helps in identifying any cost overruns or efficiencies. - ****Return on Investment (ROI)****: Analysis based on the cost of technologies and operations versus the value of the results achieved, such as reductions in crime rates or improvements in response times. 3. ****Third-Party Audits and Reviews****: - ****External Evaluations****: Engaging independent auditors to assess the program's adherence to grant conditions, the effectiveness of the data collection methods, and the accuracy of the reporting. 4. ****Community Surveys and Stakeholder Meetings****: - ****Feedback Mechanisms****: Conducting regular surveys with the community and stakeholders to gather feedback on the perception and effectiveness of the grant initiatives. These insights are crucial for ongoing program adjustments and improvements. By employing a systematic approach to data collection, integrating advanced technologies, and actively involving management and staff in the process, the City of La Marque ensures that it can accurately measure the effectiveness of the grant-funded initiatives and continuously improve its strategies to better serve the community.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

To enhance the effectiveness and alignment of the proposed program with law enforcement and crime prevention work, the following measures are suggested, integrating existing initiatives like the "Eyes on La Marque" program, leveraging resources from a federal grant received to hire a crime analyst, and expanding community policing efforts: Integration with 'Eyes on La Marque' Program: Purpose: Enhance the surveillance network within the city to monitor and prevent catalytic converter theft effectively. Implementation: Use data and insights gathered from the newly installed surveillance systems to inform and optimize the "Eyes on La Marque" initiative, ensuring that resources are efficiently allocated to areas with the highest need. Utilization of a Federal Grant to Hire a Crime Analyst: Purpose: Leverage specialized analytical skills to interpret data from various sources, including LPRs, UAVs, and mobile surveillance units. Implementation: The crime analyst will play a pivotal role in analyzing crime patterns, predicting hotspots, and evaluating the effectiveness of deployed measures. This analytical support is crucial for refining strategies and providing targeted insights to law enforcement officers. Expansion of Community Policing Program: Purpose: Strengthen the relationship between the community and law enforcement, which is essential for successful crime prevention. Implementation: Deploy community policing officers to work closely with neighborhoods, particularly those identified as high-risk areas for vehicle-related crimes. These officers will use data from the crime analyst and inputs from the surveillance program to engage effectively with the community, solve problems collaboratively, and enhance trust. These measures, by integrating advanced technology, specialized personnel, and community-focused strategies, aim not only to address the immediate challenges of catalytic converter theft but also to foster a more sustainable, responsive, and community-aligned approach to crime prevention. This comprehensive strategy ensures that the program not only meets but exceeds the strategic objectives set forth by the Motor Vehicle Crime Prevention Authority, making a significant impact on reducing crime rates and enhancing community safety.

TxGMS Standard Assurances by Local Governments

☒ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

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Current Documents in folder

[Letter of Support.pdf](#) (5/10/2024 4:52:14 PM)

[Resolution.pdf](#) (5/10/2024 4:53:27 PM)

[Supporting Documentation.pdf](#) (5/10/2024 4:52:59 PM)

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Statement of Grant Award- FY24 SB224 2nd Solicitation Catalytic Converter Grant: City of La Marque

Castro, Sandra <Sandra.Castro@txdmv.gov>

Wed 2024-08-07 11:49 AM

To: Cesar Garcia <c.garcia@cityoflamarque.org>; Alice Ashley <a.ashley@cityoflamarque.org>; Christine Turner <c.turner@cityoflamarque.org>

Cc: Pence, Earl <Earl.Pence@txdmv.gov>; Price, Daniel <Daniel.Price@txdmv.gov>; Flint, Cassandra <Cassandra.Flint@txdmv.gov>; GrantsABTPA (TxDMV) <GrantsMVCPA@txdmv.gov>

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

Good morning,

The Motor Vehicle Crime Prevention Authority (MVCPA) awarded a SB224 Catalytic Converter Grant to the **City of La Marque** on **July 19, 2024**. The award amount is not to exceed **\$904,306** as shown in the attached FY24 SB224 Catalytic Converter Grant Statement of Grant Award (SGA). The **City of La Marque** must accept, sign, scan and return via email to GrantsMVCPA@txdmv.gov the award within 30 days. After the signed award is returned to MVCPA and confirmed as valid, the negotiated application will be unlocked for the Authorized Official to submit. Please call or write if you have any questions.

Thank you,

Sandra Castro || [Grant Specialist](#)

Texas Department of Motor Vehicles

[Motor Vehicle Crime Prevention Authority](#)

Email: sandra.castro@txdmv.gov **Phone:** (512) 465-1228



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Agenda Item: 8.V.

Prepared by: _____

Reviewed by: _____

Department: City Clerk

AGENDA ITEM DESCRIPTION:

Propose A Property Tax Rate Per \$100 Of Taxable Value For Tax Year 2023 And Call A Public Hearing On August 26, 2024

STAFF BRIEFING:

The City Council is statutorily required to propose a tax rate prior to adopting a budget for the upcoming fiscal year.

HISTORY:

August 1, 2024 - City Manager submitted a proposed budget

August 5, 2024 - Budget discussions begin

August 6, 2024 - Budget discussion continued

FISCAL IMPACT:



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024
Prepared by: _____
Department: Code Compliance

Agenda Item: 9.I.
Reviewed by: _____

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

JUNE 2024

CODE ENFORCEMENT MONTHLY STATS



94

OFFICER INITIATED CASES

33

**CITIZEN INITIATED CASES
(REQUEST TRACKER)**

66

BANDIT SIGNS REMOVED

127

CASES CLOSED

127

TOTAL CASES

**Yearly
Submitted Total:**

671

**Year-to date Cases
Closed Total:**

577



Effective 6/30/2024

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
CR% = Clearance Rate (Solved Cases)

ARREST DATA:

Type	2021	2022	2023	2024	Total
Adult	1062	1629	2254	1211	6156
Juvenile	5	5	10	17	37
Total	1067	1634	2264	1228	6193

La Marque Pop. 20,254
Officers per 1K Pop: LMPD 2.01 / Texas 2.0 (estimated)

ARREST DATA:

IBR Offense	2021	2022	2023	2024	Total
DRIVING UNDER THE INFLUENCE	31	40	98	93	262
DRUG/NARCOTIC OFFENSES	61	140	177	126	504
Total	92	180	275	219	766

Calls for Service

Year	Count
2024	9482
2023	14230
2022	13695
2021	13478
Total	50885

City of La Marque Data

Year	2021			2022			2023			2024		
ibrdesc (groups)	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%	60	530.19	-15.41%	51	528.29	-0.36%	47	232.05	0.00%	47
PROPERTY CRIME	3,030.47	-20.02%	310	3,048.62	0.60%	347	1,797.18	-41.05%	176	666.54	-23.30%	135
Total	3,657.27	-19.69%	370	3,578.81	-2.15%	398	2,320.53	-35.16%	223	898.59	-18.39%	182

Year	2021			2022			2023			2024		
ibrdesc (groups)	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%	60	530.19	-15.41%	51	528.29	-0.36%	47	232.05	0.00%	47
☒ SEX OFFENSES (FORCIBLE)	212.57	56.38%	22	201.47	-5.22%	15	162.93	-19.13%	16	64.18	-18.75%	13
FORCIBLE RAPE	109.01	37.48%	10	132.55	21.59%	9	123.43	-6.88%	12	64.18	8.33%	13
FORCIBLE SODOMY	10.90	-35.84%	1	5.30	-51.36%		4.94	-6.88%	1		-100.00%	
FORCIBLE FONDLING	92.66	133.71%	11	63.62	-31.34%	6	34.56	-45.68%	3		-100.00%	
☒ ROBBERY	70.86	-51.88%	5	42.42	-40.14%	5	64.18	51.32%	6	29.62	0.00%	6
ROBBERY	70.86	-51.88%	5	42.42	-40.14%	5	64.18	51.32%	6	29.62	0.00%	6
☒ HOMICIDE OFFENSES	27.25	60.39%	2	21.21	-22.18%	4	14.81	-30.16%	1	4.94	0.00%	1
MURDER/NON NEGLIGENT MANSLAUGHTER	21.80	28.31%	2	21.21	-2.73%	4	14.81	-30.16%	1	4.94	0.00%	1
NEGLIGENT MANSLAUGHTER	5.45				-100.00%							
☒ ASSAULT OFFENSES	316.13	-32.75%	31	270.40	-14.47%	28	286.36	5.90%	24	133.31	12.50%	27
AGGRAVATED ASSAULT	316.13	-32.75%	31	270.40	-14.47%	28	286.36	5.90%	24	133.31	12.50%	27
☒ PROPERTY CRIME	3,030.47	-20.02%	310	3,048.62	0.60%	347	1,797.18	-41.05%	176	666.54	-23.30%	135
☒ MOTOR VEHICLE THEFT	354.28	-22.78%	31	328.72	-7.21%	34	261.68	-20.40%	30	148.12	0.00%	30
MOTOR VEHICLE THEFT	354.28	-22.78%	31	328.72	-7.21%	34	261.68	-20.40%	30	148.12	0.00%	30
☒ LARCENY/THEFT OFFENSES	2,136.59	-22.06%	224	2,131.38	-0.24%	241	1,086.21	-49.04%	95	404.86	-13.68%	82
THEFT FROM BUILDING	92.66	-9.11%	9	84.83	-8.45%	12	49.37	-41.80%	7	9.87	-71.43%	2
THEFT FROM COIN OPERATED MACH/DEV	5.45	-3.77%	1	5.30	-2.73%		14.81	179.37%	2	9.87	0.00%	2
THEFT FROM MOTOR VEHICLE	555.95	-25.64%	56	418.85	-24.66%	38	167.87	-59.92%	14	98.75	42.86%	20
THEFT MV PARTS OR ACCESSORIES	158.06	16.28%	16	121.94	-22.85%	14	79.00	-35.22%	10	59.25	20.00%	12
THEFT-POCKET-PICKING		-100.00%										
THEFT-PURSE SNATCHING				5.30		1		-100.00%				
THEFT-SHOPLIFTING	1,324.47	-24.08%	142	1,495.15	12.89%	176	775.16	-48.16%	62	236.99	-22.58%	48
☒ BURGLARY/B&E	539.60	-10.96%	55	588.52	9.07%	72	449.29	-23.66%	51	118.50	-52.94%	24
BURGLARY/BREAKING & ENTERING	539.60	-9.27%	55	588.52	9.07%	72	449.29	-23.66%	51	118.50	-52.94%	24
BURGLARY/BREAKING AND ENTERING		-100.00%										
Total	3,657.27	-19.69%	370	3,578.81	-2.15%	398	2,320.53	-35.16%	223	898.59	-18.39%	182

Crime Rate by Council District

2023

2023	District A	District B	District C	District D	*Unverified
Sex Offenses (Forcible)	7	9	4	12	1
Robbery	3	3	2	5	0
Homicide Offenses	1	1	1		0
Aggravated Assault	18	13	10	16	1
Violent Offenses	29	26	17	33	2
2020 Census Estimated Population	4,777	4,725	4,397	4,545	
Violent Crime Rate (per 100,000)	607	550	387	726	
Motor Vehicle Theft	15	15	13	7	3
Larceny/Theft Offenses	56	164	35	66	29
Burglary/B and E	25	17	14	29	6
Property Offenses	96	196	62	102	38
Property Crime Rate (per 100,000)	2,010	4,148	1,410	2,244	

** = "Unverified" reflects crimes at addresses not recognized by the mapping software. The crimes reported are reported as crimes in the City of La Marque; however, the mapping software does not allow us to assign them to the appropriate Council District.*

La Marque Public Library

June 2024



Money Saved
\$12,688.00



Visitors
1,819



Computers
Users - **340**
Time - **415 hrs.**



Circulation
1,246 items



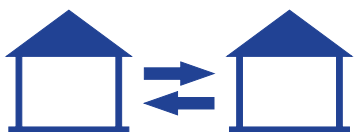
Programs - **33** Attendance - **205**



New Items
31 added



New Accounts
39 cards



Inter-Library Loans
17 items



Digital Circulation
298 items

Notable Events

June 2024



The Young Explorers Summer Reading Program kicked off in June. Participants earn awards for every seven books they read or listen to. This year, a teen component was added. Teens play book bingo to earn tickets for a Kindle raffle at the end of the summer.

As part of the Young Explorers Summer Reading Program, special programs have been added each Tuesday, Wednesday, and Thursday in June and July. Some of the programs in June included Bug Hotels, Fun with Food, Bookend Art, Bubble Painting, and Gumdrop Architecture.

La Marque Library continues its partnership with Galveston County Food Bank as a distribution site for its annual Kidz Pacz program. Sixty-seven children are currently registered to receive a box of nonperishable food each week when they visit the library.

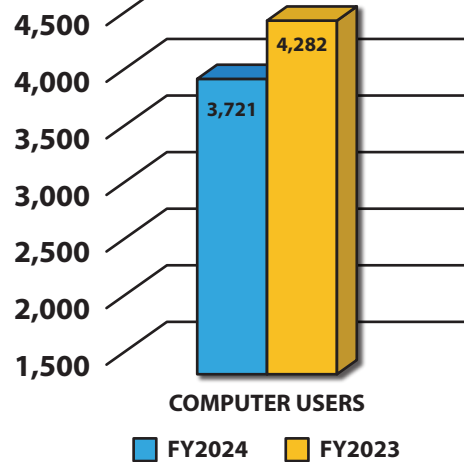
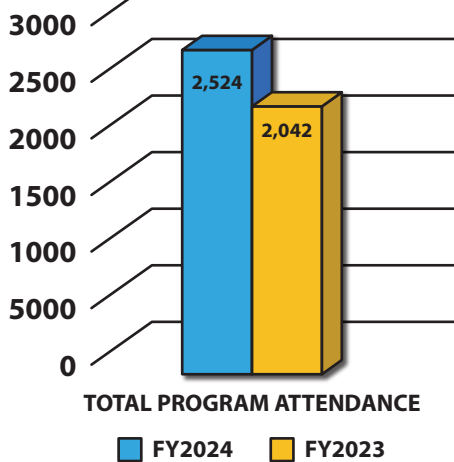
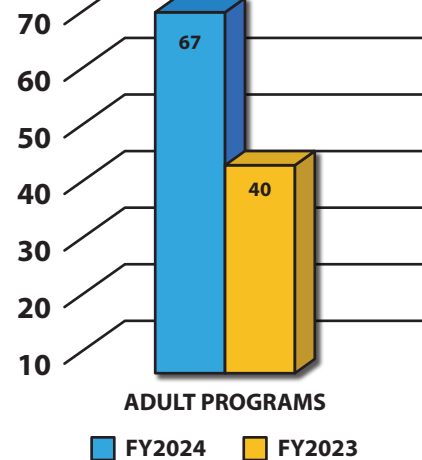
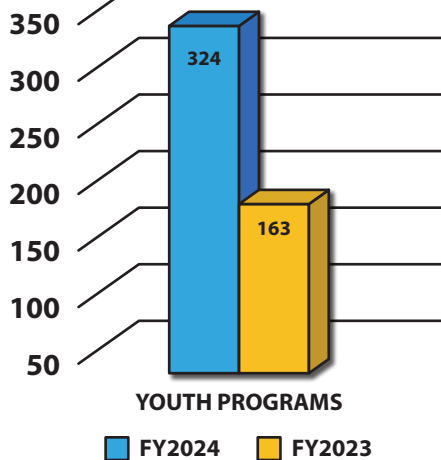
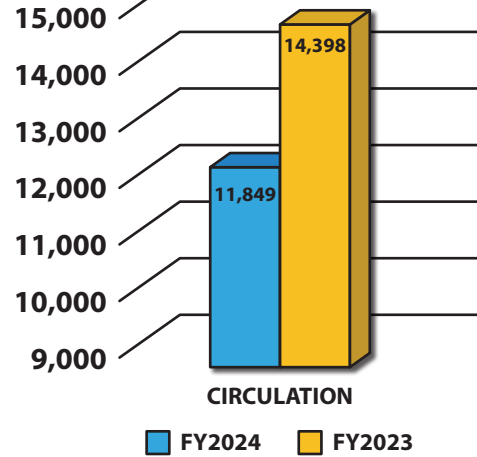
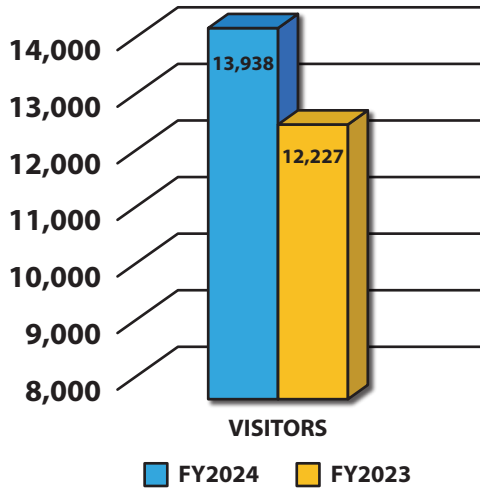
Amy attended the monthly meeting of Galveston County Librarians at Mae Bruce Library in Santa Fe on Friday, June 7.

The Mothers and Babies program series with our partners at Depelchin Children's Center continues on Friday afternoons at 1:00.

Seven participants attended a financial literacy class led by our partners at the Galveston County Resource Crisis Center.

La Marque Public Library

June 2024 YTD Comparisons



JUNE 2024

FIRE PREVENTION MONTHLY STATS



9

INSPECTIONS

FOSTER HOMES: 0 NEW C OF OS ISSUED: 2
COMMERCIAL: 6
PRE-DEVELOPMENT MEETINGS: 1

6

INVESTIGATIONS

ARSON ARRESTS: 0 STRUCTURES: 2
OUTSIDE/OTHER : 4 MUTUAL AID: 0

10

PLAN REVIEWS (COMMERCIAL PLANS)

2

FIRE PREVENTION

PRESENTATIONS: 0 STATION TOURS: 2
SMOKE DETECTOR INSTALLS : 0

**INSPECTIONS YEAR
TO DATE TOTAL:**

127

**INVESTIGATIONS YEAR
TO DATE TOTAL:**

27

JUNE 2024

FIRE OPERATIONS MONTHLY STATS



7

FIRE CALLS

RESIDENTIAL: 1 VEHICLES: 1
COMMERCIAL: 1 OUTSIDE: 4

30

MUTUAL AID CALLS

27

MOTOR VEHICLE ACCIDENTS

275

EMS RESPONSE

11

CPR CARDS ISSUED

2

CAR SEAT INSTALLS

TOTAL CALLS:

497

**EMS YEAR TO
DATE TOTAL:**

2196

**FIRE YEAR TO
DATE TOTAL:**

1704



CITY COUNCIL AGENDA FORM

Meeting Date: August 12, 2024

Agenda Item: 9.V.

Prepared by: _____

Reviewed by: _____

Department: Fire

AGENDA ITEM DESCRIPTION:

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

July Fourth Stats

2024

