



Mark Rohr  
City Manager  
300 W Walker  
League City, TX 77573

Main: 281.554.1000  
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[www.leaguecity.com](http://www.leaguecity.com)

January 12, 2015

Mr. Alan C. Clark  
MPO Director  
Houston-Galveston Area Council  
P.O. Box 22777  
Houston, TX 77227-2777

RE: 2015 Transportation Improvement Program Call for Projects; Application ID 300438/696

Dear Mr. Clark:

On behalf of League City, I am writing to ask for your careful review and support for the application for federal funding assistance for the Landing Boulevard Extension/NASA Road 1 Bypass Extension Phase 1 and Phase 2 project. The project is being submitted in two applications as referenced above. The project intends to construct a four-lane divided, new location roadway between FM 518 in League City and FM 528 in Webster with a connection to IH 45 frontage road at the intersection of NASA Road 1 bypass. The new arterial will provide much needed connectivity between the cities and provide an alternative access route to commercial and residential development adjacent to IH 45 S, the Gulf Freeway.

The City of League City and the City of Webster are rapidly growing with a combined 2040 population forecast in excess of 200,000 residents. In anticipation of that growth, the cities are committed to providing a variety of transportation improvements and alternatives to serve the needs of the area's residents, businesses and visitors. North/south connectivity in the area west of IH 45S is limited. Phases 1 and 2 are complementary to Harris County's efforts to improve access and connectivity with the extension of Beamer Road, segments of which have been funded over successive years through the Transportation Improvement Program process. The extension of Beamer Road to FM 528 and the completion of Phase 1 and Phase 2 of our project will provide a seamless north/south reliever route to IH 45 S from FM 518 to BW 8 S. This plan is consistent with the long-range planning goals established in the 2035 Regional Transportation Plan Update.

Should the project be selected for federal funding support and programmed in the 2015-2018 Transportation Improvement Program, League City will provide the required share of the matching local funding contribution as determined by the Houston-Galveston Area Council. The cities further commit to the completion of the project and to develop it in cooperation with the Texas Department of Transportation.



Thank you for the opportunity to submit applications for federal funding support for Phase 1 and Phase 2 of the Landing Boulevard Extension/NASA Road 1 Bypass Extension mobility project.

Sincerely,

A handwritten signature in black ink that reads "Mark Rohr". The signature is written in a cursive style.

Mark Rohr  
City Manager



January 7, 2015

Mr. Alan C. Clark  
Manager of Transportation Planning  
Houston-Galveston Area Council  
P. O. Box 22777  
Houston, Texas 77227-2777

RE: 2015 Transportation Improvement Program (TIP) Call for Projects; Landing Boulevard Extension/NASA Road 1 Bypass Extension

Dear Mr. Clark:

On behalf of the Board of Directors of the Bay Area Houston Transportation Partnership (BayTran), I am pleased to submit this letter of support for the City of Webster's and the City of League City's joint application for funding assistance for the Landing Boulevard Extension/NASA Road 1 Bypass Extension project. The proposed project is to construct a new four-lane divided road from FM 518 in League City to FM 528 in Webster, providing much need north/south connectivity and improved access to destinations within the Bay Area and the larger region. The project would be developed in two phases.

As the regional Transportation Management Organization (TMO) for the Bay Area, BayTran is enthusiastically promoting this extension project. The proposed project would greatly enhance connectivity between Webster and League City and provide an alternative access route to commercial and residential development adjacent to IH 45 S. It is considered key for mobility, economic development, and emergency evacuation by providing an additional north/south route.

Please accept this letter as BayTran's full endorsement for the Landing Blvd. Extension/NASA Road 1 Bypass Extension project. The project is part of a larger effort by cities in the NASA/Bay Area to provide alternatives to IH 45 S for motorists traveling between cities and to regional employment destinations. It is in keeping with the goals of the 2035 Regional Transportation Plan and is a critical mobility improvement project included in the comprehensive plans of both cities.

Thank you for your consideration of this important mobility project.

Best Regards,

A handwritten signature in black ink that reads "Barbara G. Koslov".

Barbara G. Koslov  
President, Bay Area Houston Transportation Partnership

ORDINANCE NO. 2014-31

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF LEAGUE CITY, TEXAS, ANNUAL GOVERNMENTAL AND PROPRIETARY FUNDS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; MAKING APPROPRIATIONS FOR CITY OPERATIONS AND CAPITAL PROJECTS FOR SUCH FISCAL YEAR AS REFLECTED IN SUCH BUDGET; AUTHORIZING VARIOUS OTHER TRANSFERS; APPROVING AND ADOPTING THE FY 2015 CAPITAL BUDGET; AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, on July 7, 2014, the City Manager presented to the City Council a proposed budget of the expenditures of the City of League City for the fiscal year 2015 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on August 12, 2014, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as in the City Council's judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City; and

WHEREAS, such changes are described in Exhibit A.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. In accordance with the provisions of Local Government Code Section 102.007, the City Council hereby approves and adopts the operating budget described above, the same as shown in Exhibit A, and the capital budget as shown in Exhibit B. The City Secretary is hereby directed to place on such budget and to sign an endorsement reading as follows: "The Original Annual Governmental and Proprietary Funds Budget of the City of League City, Texas, for Fiscal Year 2015" and to keep such budget on file in her office as a public record. In addition, in accordance with Section 102.009 (d), Texas Local Government Code, the City Secretary is hereby directed to file a true copy of the approved Budget in the offices of the county clerks of the counties in which the City is located.

Section 3. The FY 2015 Budget for operations shall be administered in accordance with Article VII, Section 5 and 8 of the City Charter as follows:

- a. The Council may transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another, at any time.
- b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a single office, department, or agency.
- c. At any time in any fiscal year, the Council may, pursuant to Article VII, section 8 of the City Charter, make emergency appropriations to meet a pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall be by ordinance adopted by the favorable votes of four-fifths (4/5) majority of the voting members of City Council present at the meeting, and shall be made only upon recommendation of the City Manager. The total amount of all emergency appropriations made in any fiscal year shall not exceed two and one-half (2 1/2) per centum of the tax levy for that fiscal year.

Section 4. The FY 2015 Capital Budget shall be administered as follows:

- a. The Capital Budget includes specific projects programmed in FY 2015.
- b. Bond sales for FY 2015 will be conducted and proceeds there from will be appropriated in accordance with and in the furtherance of the FY 2015 Capital Budget.
- c. Reports will be provided to City Council quarterly on the status of each project that is a part of the FY 2015 Capital Budget including financial, design, and construction status information.
- d. City Council approval is required to add or delete projects from the Capital Budget as shown in Exhibit B through passage of an ordinance amending the FY 2015 Capital Budget.
- e. Contracts and expenditures for individual projects shall be approved as provided by State law, the City Charter and the City's purchasing policies.
- f. Expenditures of capital funds shall be for projects included in the approved and/or amended FY 2015 Capital Budget.
- g. Funds shall be allocated based on the legal purpose of the capital funds; the Finance Department shall be authorized to charge expenditures of current projects to older capital funds which expenditures meet the legal purpose of those older capital funds in order to close them out.
- h. By this action, Council hereby appropriates any additional income dedicated by City Council action or state law for capital projects that is received during FY 2015. This includes but is not limited to net proceeds from the sale of municipal bonds as approved and authorized by City Council, interest income, capital recovery fees and additional amounts transferred from City operating funds to be used for capital projects.
- i. Funds shall be allocated to individual projects as approved in the FY 2015 Capital Budget when individual contracts are awarded and/or projects are ready for implementation.

Section 5. That the Beginning Fund Balance reflected in the budget for each operating and capital project fund for which a Budget is adopted shall be adjusted to be the amount of the Ending Fund Balance for Fiscal Year 2014 as reflected in the final Comprehensive Annual Financial Report for Fiscal Year 2014 upon publication. The revised Beginning Fund Balance shall thereafter be used to calculate the Fiscal Year 2015 Ending Fund Balance.

Section 6. That the budget for FY 2015 shall be increased for valid outstanding encumbrances at the conclusion of FY 2014. Said increased appropriations shall be equal to the outstanding and valid encumbrances in excess of \$25,000 per purchase and shall be recorded in the appropriate accounts.

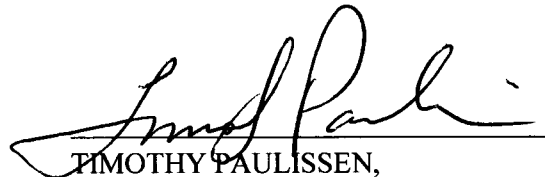
Section 7. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 8. A copy of the final approved budget shall be filed with the City Secretary and posted on the website in accordance with Local Government Code Section 102.008.


PASSED first reading the 26th day of August, 2014.

PASSED second reading the 9th day of September, 2014.

PASSED AND ADOPTED the 9th day of September, 2014.

  
TIMOTHY PAULISSEN,  
Mayor

ATTEST:

  
DIANA M. STAPP,  
City Secretary

Ordinance No. 2014-31  
 FY 2014-2015 Proposed Budget  
 Exhibit A  
 Page 1 of 2  
 August 26, 2014

Fund	FY2015 Proposed Budget	Adjusted	FY2015 Adopted Budget
<b>GENERAL FUND</b>			
Police	17,654,224		17,654,224
Animal Control	747,810		747,810
Fire Department	1,820,015		1,820,015
Fire Marshal	574,347	21,690	596,037
Emergency Medical Services	3,081,240		3,081,240
Emergency Management	275,045	(82,775)	192,270
Public Works Administration	411,590		411,590
Engineering/Project Management Office	1,367,564		1,367,564
Streets & Stormwater	5,244,953		5,244,953
Traffic and Transportation	632,386		632,386
Solid Waste	4,131,300		4,131,300
Library	2,025,495		2,025,495
Park Planning	268,990		268,990
Facilities Maintenance	1,244,470		1,244,470
Civic Center Operations	426,060		426,060
Parks Operations	1,202,840		1,202,840
SportsPlex Operations	412,425		412,425
Parks Recreation	559,667		559,667
SportsPlex Recreation	115,823		115,823
Accounting	1,398,951		1,398,951
Budget Office	277,180		277,180
Municipal Court	648,518		648,518
Purchasing	299,008		299,008
Planning	819,320		819,320
Building	1,139,980		1,139,980
Code Compliance	532,315		532,315
Economic Development	342,700		342,700
City Manager	449,840		449,840
City Secretary	419,410		419,410
City Attorney - Legal Services	643,000		643,000
Mayor and Council	169,670	(1,100)	168,570
City Auditor	165,270		165,270
Information Technology	2,130,785		2,130,785
Communications Office	394,618		394,618
Human Resources	807,165		807,165
Civil Service	81,100		81,100
Non-Departmental	4,920,880		4,920,880
<b>General Fund Total</b>	<b>57,835,954</b>	<b>(62,185)</b>	<b>57,773,769</b>

Ordinance No. 2014-31  
 FY 2014-2015 Proposed Budget  
 Exhibit A  
 Page 2 of 2  
 August 26, 2014

Fund	FY2015 Proposed Budget	Adjusted	FY2015 Adopted Budget
<b>UTILITY FUND</b>			
Utility Billing	1,291,680		1,291,680
Water Production	5,916,716		5,916,716
Wastewater	3,777,640		3,777,640
Line Repair	3,134,700		3,134,700
Non-Departmental	4,583,952		4,583,952
Debt Service	12,489,770		12,489,770
<b>Utility Fund Total</b>	<b>31,194,458</b>	-	<b>31,194,458</b>
<b>OTHER FUNDS</b>			
Debt Service Fund	11,168,000		11,168,000.00
<b>SPECIAL REVENUE FUNDS</b>			
Police Activity Fund	250,035		250,035
Animal Control Donation Fund	26,800		26,800
Emergency Mgmt. Response Fund	41,810		41,810
Fire-EMS Donation Fund	130,000		130,000
4B Maintenance & Operations Fund	3,000		3,000
Library Gift Fund	1,645,885		1,645,885
Municipal Building Security Fund	10,930		10,930
Municipal Court Technology Fund	51,320		51,320
Technology Fund	1,230,335		1,230,335
Public Safety Technology Fund	100,000		100,000
Hotel/Motel Tax Fund	615,000		615,000
Public Access Channel Fund	620,000		620,000
<b>Other Funds Total</b>	<b>4,725,115</b>	-	<b>4,725,115</b>
<b>Grand Total Operating Budget</b>	<b>104,923,527</b>	<b>(62,185)</b>	<b>104,861,342</b>
<b>INTERNAL SERVICE FUNDS</b>			
Fleet Maintenance Fund	1,303,774		1,303,774
Capital Replacement Fund	1,096,400		1,096,400
Employee Benefit Fund	-	6,604,643	6,604,643

NOTE: The Fleet Maintenance, Capital Replacement and Employee Benefit Funds are Internal Service Funds; the expenses for these funds are not included in the Citywide Total above to avoid duplication of the amounts shown as part of the General and Utility Fund budgets that are transfers to these funds for services.



Ordinance No. 2014-31  
 FY 2015 Proposed Capital Budget  
 Exhibit B  
 Page 1 of 3  
 August 26, 2014

Program	Project	Total Project Cost	FY2015 Proposed Capital Budget	Phase
<b>TAX SUPPORTED PROGRAMS</b>				
<b>Streets</b>	Texas Ave	\$1,049,972	\$208,060	Construction
	Calder Rd - Ervin to LC Pkwy	\$12,985,482	\$7,374,217	Construction
	Five Corners Realignment	\$8,896,808	\$7,885,700	Construction
	Sidewalk Project	\$1,726,815	\$300,000	Construction
	TxDOT FM646 Widening - I45 to FM1266	\$140,000	\$140,000	Pavers
	McFarland Road Bridge	\$89,838	\$20,000	ROW
	Right-of-Way Purchase	\$64,365	\$25,000	ROW
	Butler/Turner Improvements	\$3,120,000	\$320,000	ROW
	Landing Blvd	\$770,401	\$150,000	Construction
	<b>Streets Subtotal</b>	<b>\$28,843,681</b>	<b>\$16,422,977</b>	
<b>Traffic</b>	Battery Backup & Surge Protection System	\$994,029	\$482,015	Equipment/Install
	Traffic Systems Improvements	\$4,165,834	\$30,000	Equipment/Install
	Fiber Network Traffic System West Side	\$350,000	\$334,026	Equipment/Install
	HGAC/TIP Design Projects (N Landing Extension)	\$1,814,170	\$829,881	Design
	Hobbs/Ervin Connector	\$9,512,880	\$400,000	Design
	<b>Traffic Subtotal</b>	<b>\$16,836,913</b>	<b>\$2,075,922</b>	
<b>Drainage</b>	Shellside Stormwater Management System	\$4,563,803	\$4,126,338	ROW/Construction
	Genco Canal	\$283,869	\$230,378	Construction
	<b>Drainage Subtotal</b>	<b>\$4,847,672</b>	<b>\$4,356,716</b>	
<b>Police</b>	Animal Adoption Center	\$466,500	\$25,000	Design
		<b>Police Subtotal</b>	<b>\$466,500</b>	<b>\$25,000</b>
<b>Fire</b>	Relocate Station 3 with Engine	\$4,899,170	\$391,300	Design
		<b>Fire Subtotal</b>	<b>\$4,899,170</b>	<b>\$391,300</b>
<b>Buildings &amp; Facilities</b>	Facilities Modernization & Energy Efficiency	\$2,060,909	\$194,000	Equipment/Install
	Renovate Helen Hall Library Building	\$565,000	\$228,106	Construction
	Renovate Council Chambers	\$672,500	\$600,000	Construction
	Renovate of old PD	\$215,000	\$215,000	Design/Construction
	<b>Buildings and Facilities Subtotal</b>	<b>\$3,513,409</b>	<b>\$1,237,106</b>	
<b>Parks</b>	Hometown Heros Park & Pool, Phase 3	\$15,476,517	\$1,145,900	Design/Construction
	Parks Facilities Renewal	\$1,348,679	\$160,000	Construction
	TxDOT FM 518 Bypass Hike and Bike	\$3,620,032	\$3,064,561	ROW/Construction
	2012 Hike and Bike, Ph 1	\$6,721,550	\$115,000	Design
	Sportsplex Entrance	\$670,000	\$670,000	Design/Construction
	Nature Center Wetland Enhancement & Shoreline Protection	\$107,267	\$107,267	Design/Construction
	Dog Park	\$50,000	\$50,000	Design/Construction
	<b>Parks Subtotal</b>	<b>\$27,994,045</b>	<b>\$5,312,728</b>	
<b>Economic Development</b>	City Beautification	\$500,000	\$500,000	Design/Construction
		<b>Economic Development Subtotal</b>	<b>\$500,000</b>	<b>\$500,000</b>
	<b>TAX SUPPORTED TOTAL</b>	<b>\$87,901,390</b>	<b>\$30,321,749</b>	

Ordinance No. 2014-31  
 FY 2015 Proposed Capital Budget  
 Exhibit B  
 Page 2 of 3  
 August 26, 2014

Program	Project	Total Project Cost	FY2015 Proposed Capital Budget	Phase
<b>REVENUE SUPPORTED</b>				
<b>Water</b>	Northside Water Booster Station	\$8,530,441	\$60,137	Land/ROW
	SH3 Pump Station	\$19,736,800	\$347,500	Design/Construction
	36" Waterline SH3 to SSH Booster Station	\$14,000,212	\$11,017,505	Construction
	Southeast Service Area Trunks	\$4,273,587	\$3,055,725	Construction
	Waterline Upgrades & Replacements	\$10,781,555	\$2,255,680	Design/Construction
	SEWPP Treatment Improvements	\$1,461,463	\$216,333	Construction
	60" Water Line Replace 42" Line on SH3	\$43,600,000	\$2,300,000	Design/ROW
	New East Side Elevated #1	\$5,545,440	\$4,905,000	Construction
	Storz Hydro-Connectors	\$402,235	\$25,000	Equipment
	Annual Water System Improvements	\$1,073,750	\$138,100	Design/Construction
	DSWWTP Reclaimed Water Pump Station	\$2,900,000	\$264,000	Design
	<b>Water Subtotal</b>	<b>\$112,305,483</b>	<b>\$24,584,980</b>	
<b>Wastewater</b>	Hobbs Lift Station/Force Main/Gravity Sewer	\$630,922	\$548,050	Construction
	Force Main Upgrade Bay Colony LS to Ervin	\$1,461,000	\$1,273,400	ROW/Construction
	30" Gravity Sewer on Calder Rd	\$2,139,460	\$1,846,759	ROW/Construction
	Countryside and FW11 LS/FM Upgrade & CSWWTP Demo	\$3,407,891	\$2,680,650	Construction
	Sanitary Sewer Annual Rehab	\$10,709,967	\$1,513,875	Design/Construction
	Re-use Improvements - Ph 1	\$2,115,550	\$1,875,000	Design/Construction
	Re-use Utility System	\$4,722,288	\$460,000	Design
	MUD #6 Lift Station Rehab	\$252,210	\$215,000	Construction
	Annual Lift Station Improvements	\$725,000	\$437,500	Design/Construction
	West Main LS Odor Control	\$172,500	\$172,500	Design/Construction
	DSWWTP Odor Control	\$258,750	\$258,750	Design/Construction
	<b>Wastewater Subtotal</b>	<b>\$26,595,538</b>	<b>\$11,281,484</b>	
<b>REVENUE SUPPORTED TOTAL</b>		<b>\$138,901,021</b>	<b>\$35,866,464</b>	
<b>FY2015 CAPITAL BUDGET TOTALS</b>		<b>\$226,802,411</b>	<b>\$66,188,213</b>	

Ordinance No. 2014-31  
 FY 2015 Proposed Capital Budget  
 Exhibit B  
 Page 3 of 3  
 August 26, 2014

<b>PROGRAM TOTALS BY FUNDING SOURCE</b>	
<b>FUNDING SOURCES</b>	<b>FY2015 Proposed Capital Budget</b>
<b>TAX SUPPORTED PROGRAMS</b>	
<b>Bond Funds</b>	
2008A Cert of Obligation Fund 237	\$593,072
2009 Cert of Obligation Fund 238	\$3,219,073
2011 Cert of Obligation Fund 239	\$68,806
2012A Cert of Obligation Fund 240	\$715,871
FY2015 Bond Issue	\$3,484,017
<b>Subtotal Bond Funds</b>	<b>\$8,080,839</b>
<b>Funded through operations</b>	
Miscellaneous Capital Project Fund 075	\$4,078,629
FY2015 transfer from General Fund	\$1,000,000
<b>Subtotal Operation Funds</b>	<b>\$5,078,629</b>
<b>Grants</b>	
State of Texas (TxDOT)	\$6,137,152
CDBG-DR (Ike Recovery)	\$4,608,353
<b>Subtotal Grant Funds</b>	<b>\$10,745,505</b>
<b>Dedicated Funds</b>	
Galveston County Funds	\$2,238,000
Park Facilities & Maint Fees Fund 071	\$157,267
4B Corporation Cash Fund 305	\$3,379,809
Right-of-Way Fund	\$25,000
South Shore Harbour MUD #3 Fund 250	\$116,700
Public Access Channel Fund 271	\$500,000
<b>Subtotal Dedicated Funds</b>	<b>\$6,416,776</b>
<b>TOTAL FY2015 TAX SUPPORTED FUNDING</b>	<b>\$30,321,749</b>
<b>REVENUE SUPPORTED PROGRAMS</b>	
<b>Bond Funds</b>	
2008 Revenue Bonds Fund 122	\$361,846
2009 Revenue Bonds Fund 123	\$671,533
2011 Revenue Bonds Fund 124	\$971,249
2011A Certificates of Obligation Fund 125	\$595,544
2012B Certificates of Obligation Fund 126	\$9,108,094
FY2015 Bond Issue	\$17,150,151
<b>Subtotal Bond Funds</b>	<b>\$28,858,417</b>
<b>Funded through operations</b>	
Miscellaneous Capital Project Fund 084	\$1,189,886
FY2015 transfer from Utility Fund	\$925,000
<b>Subtotal Operation Funds</b>	<b>\$2,114,886</b>
<b>Dedicated Funds</b>	
Water Capital Recovery Fees Fund 023	\$3,732,080
Wastewater Capital Recovery Fees Fund 024	\$1,161,081
<b>Subtotal Dedicated Funds</b>	<b>\$4,893,161</b>
<b>TOTAL FY2015 REVENUE SUPPORTED FUNDING</b>	<b>\$35,866,464</b>
<b>FY2015 CAPITAL BUDGET TOTAL</b>	<b>\$66,188,213</b>

**City Council Meeting  
Agenda Item  
Data Sheet**

Item # 121.  
Meeting Date, August 11, 2009  
First Reading Date: \_\_\_\_\_

**Topic:**

Consider and take action to approve a Memorandum of Understanding between the Cities of League City, Friendswood and Webster for purposes of cooperative discussion and potential development of ideas for the area where the three communities have mutual interest north of Clear Creek and west of Interstate 45.

**Background:**

Over the course of the past year, the Director of Land Management has been coordinating with Coventry Development Corporation, the City of Friendswood and the City of Webster regarding the future of the area generally described as north of Clear Creek, south and east of Bay Area Boulevard and west of Interstate 45. From the perspective of League City, Friendswood and Webster, the intent has been to recognize that improvements and development activity in this area by any single entity has the capability of impacting each municipality. Improvements such as the extension of Beamer Road will occur and development will result. It is in League City's interest to promote a shared and cooperative vision for the area in advance of development.

The Memorandum of Understanding has been developed jointly by the three communities as a nonbinding means of ensuring that the area develops in an orderly fashion and that growth in the area is balanced (when it does occur). Recommendations could range from growth patterns, transportation/infrastructure improvements, and boundary realignments to coordination of trails and preservation of the waterway. Equally important, the MOU allows for discussion with other entities, including Harris County and CDC, the major investor/property owner in unincorporated Harris County.

Staff for the Cities of Friendswood and Webster are also preparing to submit this Memorandum to their respective Council's for approval.

**Origination:**

Director of Land Management

**Attachment:**

Memorandum of Understanding

**Recommendation:**

City staff is recommending approval of this item.

FUNDING: NOT APPLICABLE

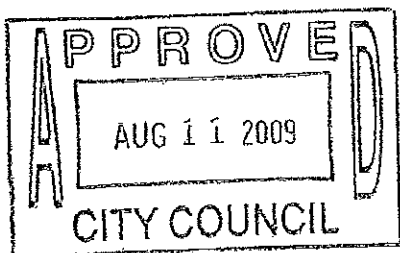
Signed [Signature] 8/3/09  
Staff Member Date

Approved [Signature] 8/3/09  
City Administrator Date

Party(ies) responsible for placing this item on agenda: Tony Allender, Director of Land Management

\*\*\*\*\*

**ACTION TAKEN BY CITY COUNCIL**



## Exhibit A

### MEMORANDUM OF UNDERSTANDING BETWEEN

The Cities of Webster, Friendswood, and League City, Texas

1. GENERAL ARRANGEMENT
  - 1.1 WHEREAS, the Cities of Webster, Friendswood, and League City, Texas share common boundaries;
  - 1.2 AND WHEREAS, the activities within the boundaries of one community can have a significant impact upon the physical, economic and social capital of residents and businesses in adjacent communities;
  - 1.3 AND WHEREAS, regional vision and goals can ensure a more organized method of development with lasting positive impacts;
  - 1.4 AND WHEREAS, regional coordination and representation can have an impact on relationships with large private property owners and developers, as well as county, state, and federal entities.
2. SERVICES
  - 2.1 The Cities of Webster, Friendswood, and League City, Texas do hereby agree to coordinate in a manner that is non-binding, but in a manner of mutual respect and interest to establish a common vision for the general area north of Clear Creek, south and east of Bay Area Boulevard, and west of Interstate 45, that may include:
    - 2.1.1 Recognition of existing conditions and challenges facing regional coordination;
    - 2.1.2 A set of common Guiding Principles for consideration by each party when making daily decisions within the area;
    - 2.1.3 A common vision for development patterns and character within the area;
    - 2.1.4 Preservation and utilization of common assets such as sensitive areas along Clear Creek;
    - 2.1.5 Recommendations related to physical infrastructure and facilities including roadways/rights-of-way, trails, parks, stormwater management, water, and wastewater;
    - 2.1.6 Clarification of municipal boundaries based upon common interest and benefit; and
    - 2.1.7 A series of actions to be performed by one or more of the communities to facilitate the common vision for the area.
  - 2.2 The Cities of Webster, Friendswood, and League City, Texas do also hereby agree that, in efforts to establish a common vision, the three communities may:
    - 2.2.1 Coordinate with property owners in the area, both within and outside of municipal boundaries, as potential partners in development of a common vision;

- 2.2.2 Establish dialogue with other government and institutional entities such as Harris County, Texas Department of Transportation, and Clear Creek Independent School District for input, ongoing communication or implementation of actions; and,
- 2.2.3 Seek to follow this Memorandum of Understanding with binding implementation agreements or other arrangements as deemed appropriate.

3. AGREEMENT TERM

- 3.1 This Memorandum of Understanding will commence upon agreement by elected leadership of the Cities of Webster, Friendswood, and League City, Texas and will conclude at such time as:
  - 3.1.1 A common vision is established and accepted by the elected leadership of each community; or,
  - 3.1.2 One or more of the communities involved in the Memorandum of Understanding agrees to terminate efforts to establish a common vision.

ATTEST:

Floyd H. Myers 8-18-09  
 SIGNATURE & DATE  
 Floyd H. Myers, Mayor  
 City of Webster, Texas

Pauline Small 8-18-09  
 Pauline Small, TRMC  
 City Secretary  
 City of Webster, Texas

David J. H. Smith  
 SIGNATURE & DATE  
 David J. H. Smith, Mayor  
 City of Friendswood, Texas

Deloris McKenzie  
 Deloris McKenzie, TRMC  
 City Secretary  
 City of Friendswood, Texas

Toni Randall  
 SIGNATURE & DATE  
 Toni Randall, Mayor  
 City of League City, Texas

Barbara J. Long  
 Barbara Long  
 City Secretary  
 City of League City, Texas





# MEMO

June 20, 2014

**To:** Samuel Ainabe  
Houston District

**From:** Melissa Durham *M. Durham*  
Contract Services Office

**Subject:** Executed Advance Funding Agreement  
Local Government: City of League City  
CSJ(s): 0912-00-519  
Log #: 8218

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Attached is:

- The Local Government's fully executed original.
- A copy of the Local Government's fully executed original.
- Other: Executed Special Approval

Please keep a copy of the fully executed counterpart in your district file of record. If you have any questions, you may contact me at: 512-416-4617.

Thank you

CSJ #0912-00-519  
District # 12 - Houston  
Code Chart 64 # 24140  
Project: Review Environmental Documents and  
Design Plans, Specifications and Estimates  
(PS&E) for Landing Blvd. Extension from FM  
518 (West Main Street) to IH 45 South  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For A  
100% Locally Funded Project  
Off-System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of League City, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

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

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; 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 passed Minute Order Number 113675 , authorizing the State to undertake and complete a highway improvement generally described as review environmental documents and design plans, specifications and estimates (PS&E) for Landing Blvd. Extension from FM 518 (West Main Street) to IH 45 South called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated APRIL 17, 2014, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:



## AGREEMENT

### 1. Period of the 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 the Project is completed or unless terminated as provided below.

### 2. Scope of Work

The State will review environmental documents, right of way maps, utility adjustments and design plans, specifications and estimates (PS&E) for Landing Boulevard extension from FM 518 (West Main Street) to IH 45 South as shown on Attachment "B."

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local

Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those

funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The 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 the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### **5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **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**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to

ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation 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 Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### **9. Compliance with Texas Accessibility Standards and ADA**

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 the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with

federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities (Not Applicable)**

- 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 the 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. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, 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 635, Subpart B.

**12. Project Maintenance (Not Applicable)**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**13. Right of Way and Real Property**

- A. (Not Applicable) Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. (Not Applicable) If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. (Not Applicable) All parties to this agreement 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, Title 42 U.S.C.A. Section 4601

et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- D. (Not Applicable) The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. (Not Applicable) In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.
- F. (Not Applicable) The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. (Not Applicable) The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. (Not Applicable) Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) 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 eighty percent (80%) of the State's

predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

- I. (Not Applicable) If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State

**14. Notices**

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:

<b>Local Government:</b>	<b>State:</b>
City of League City  300 West Walker  League City, Texas 77573	Director of Contract Services Office  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**15. Legal Construction**

If 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.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and

deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

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

**18. 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, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. 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.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. 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 Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract 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.



**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**24. Disadvantaged Business Enterprise (DBE) Program Requirements (Not Applicable)**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the 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 Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The 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. The 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 the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) 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.*

**25. Debarment Certifications (Not Applicable)**

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, the 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 contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**26. Lobbying Certification (Not Applicable)**

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 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 the 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 shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

**27. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the 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 the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**28. Federal Funding Accountability and Transparency Act Requirements (Not Applicable)**

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. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.sam.gov/portal/public/SAM/>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform/>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Single Audit Report (Not Applicable)**

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 OMB Circular A-133.

B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at  
<http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required

CSJ #0912-00-519  
District # 12 - Houston  
Code Chart 64 # 24140  
Project: Review Environmental Documents and  
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(PS&E) for Landing Blvd. Extension from FM  
518 (West Main Street) to IH 45 South  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**30. Signatory Warranty**

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

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

Signature



Typed or Printed Name

John Baumgartner

Title

Deputy City manager

Date

4-17-14

**THE STATE OF TEXAS**

Kenneth Stewart  
Deputy Director of Contract Services  
Texas Department of Transportation

Date

06/20/14

RESOLUTION NO. 2013-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEAGUE CITY APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS FOR IMPROVEMENTS TO LANDING BOULEVARD FROM MAIN STREET TO IH-45 (S) FRONTAGE ROAD

WHEREAS, the City of League City, Texas ("City") is a local government in Galveston County, Texas wishing to undertake and complete a roadway improvement project extending Landing Boulevard from Main Street to IH-45 (S) Frontage Road and located within the City; the Texas Department of Transportation (TxDOT) is an agency of the State of Texas responsible for the design review of off system roadways with the desire for State or Federal Funding, and

WHEREAS, TxDOT will review the environmental process and document to ensure compliance and eligibility for funding of the Landing Boulevard project from Main Street to IH-45 (S) Frontage Road; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS as follows:


Section 1. The City hereby authorizes the City Manager to enter into that certain Advance Funding Agreement for the environmental review of the Landing Boulevard Project in the form as attached hereto as Exhibit "A".

Section 2. All resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

PASSED AND APPROVED the 13th day of August, 2013.

  
TIMOTHY PAULISSEN  
Mayor

ATTEST:

  
DIANA M. STAPP  
City Secretary

CSJ #0912-00-519

District # 12 - Houston

Code Chart 64 # 24140

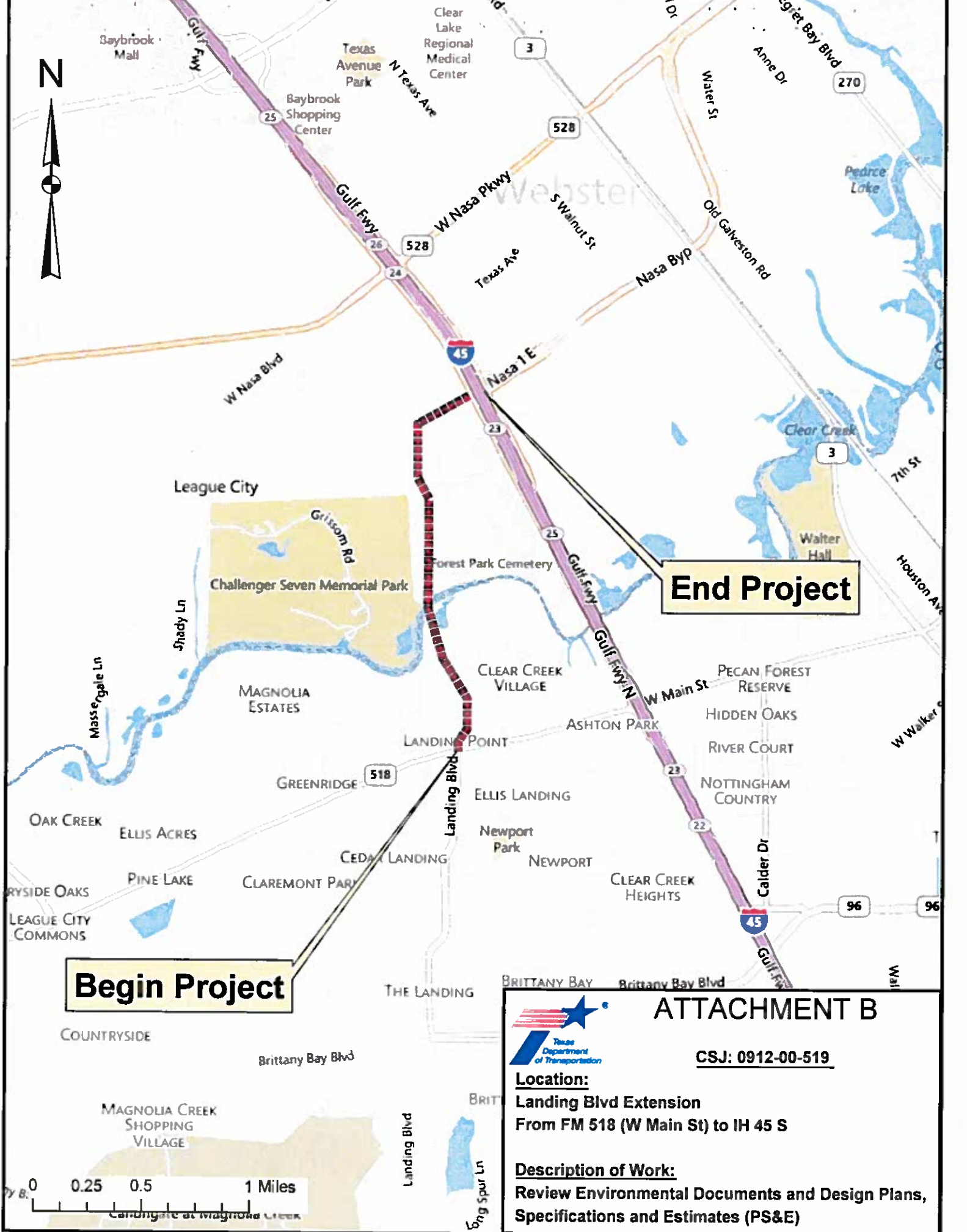
Project: Review Environmental Documents and  
Design Plans, Specifications and Estimates  
(PS&E) for Landing Blvd. Extension from FM  
518 (West Main Street) to IH 45 South

Federal Highway Administration

CFDA # 20.205

Not Research and Development

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**



**End Project**

**Begin Project**



# ATTACHMENT B

**CSJ: 0912-00-519**

**Location:**

**Landing Blvd Extension  
From FM 518 (W Main St) to IH 45 S**

**Description of Work:**

**Review Environmental Documents and Design Plans,  
Specifications and Estimates (PS&E)**

CSJ #0912-00-519  
 District # 12 - Houston  
 Code Chart 64 # 24140  
 Project: Review Environmental Documents and  
 Design Plans, Specifications and Estimates  
 (PS&E) for Landing Blvd. Extension from FM  
 518 (West Main Street) to IH 45 South  
 Federal Highway Administration  
 CFDA # 20.205  
 Not Research and Development

## ATTACHMENT C PROJECT BUDGET

The Local Government is responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$250,000	0%	\$0	0%	\$0	100%	\$250,000
Engineering (by Local Government)	\$2,000,000	0%	\$0	0%	\$0	100%	\$2,000,000
Subtotal	\$2,250,000		\$0		\$0		\$2,250,000
Environmental Direct State Costs	\$6,000	0%	\$0	0%	\$0	100%	\$6,000
Right of Way Direct State Costs	\$6,000	0%	\$0	0%	\$0	100%	\$6,000
Engineering Direct State Costs	\$42,000	0%	\$0	0%	\$0	100%	\$42,000
Utility Direct State Costs	\$6,000	0%	\$0	0%	\$0	100%	\$6,000
Indirect State Costs	\$25,000	0%	\$0	100%	\$25,000	0%	\$0
<b>TOTAL</b>	<b>\$2,335,000</b>		<b>\$0</b>		<b>\$25,000</b>		<b>\$2,310,000</b>

Initial payment by the Local Government to the State: \$60,000

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$60,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.