

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JULY 16, 2014 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Service Awards

Jesus Flores	Water Distribution	07/06/2009	5 years
Robert Burby	Police	07/04/2004	10 years
James Thompson	Sanitation	07/26/1999	15 years
Scotty Floyd	Public Works	07/26/1999	15 years
Darrion Brown	Public Works	07/28/1994	20 years
Tommy Maris	Public Works	07/03/1989	25 years
Retirement			
Darrion Brown	Public Works	20 years	
- (5) PUBLIC HEARING
 - (a) Public Hearing to rezone property for Carlos Duran, from "A" (Single Family Residential) to "G" (Waterfront), to construct bulkhead for storing his personal shrimp boats and a building for equipment storage. (Transportation and Planning)
- (6) PRELIMINARY ZONING APPROVAL
 - (a) Request for Preliminary Zoning approval from Carlos Duran, to rezone property from "A" (Single Family Residential) to "G" (Waterfront), to construct bulkhead for storing his personal shrimp boats and a building for equipment storage. (Transportation and Planning)
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for July 2, 2014, City Commission meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 14-068, approving purchase and delivery of one Roll Off Truck through the Local Government Purchasing Cooperative Program. (Puchasing)

- (c) Consider and take action on Resolution No. 14-069, accepting the TXDOT STEP (Selective Traffic Enforcement Program) Traffic Safety 2014 Grant. (Police Department)
- (d) Consider and take action on Resolution No. 14-070, on termination of surface lease and sub-lease for Shoal Point with the Texas General Land Office (GLO) and SSA Marine and approve side agreement with SSA Marine. (City Secretary).
- (e) Consider and take action on Resolution No. 14-071, approving and awarding a contract for Delivered Hot Mix Asphalt 6 month Annual Contract. (Purchasing)
- (8) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 14-15, appointing Tammy Odom as the Clerk of the Court (Court Administrator) for the City of Texas City, Texas. (City Secretary)
- (12) PUBLIC COMMENTS
- (13) MAYOR'S COMMENTS
- (14) COMMISSIONERS' COMMENTS

ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON JULY 11, 2014, AT 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

/s/Nicholas J. Finan
NICHOLAS J. FINAN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

4. (a.

Meeting Date: 07/16/2014

July 2014 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Service Awards

Jesus Flores	Water Distribution	07/06/2009	5 years
Robert Burby	Police	07/04/2004	10 years
James Thompson	Sanitation	07/26/1999	15 years
Scotty Floyd	Public Works	07/26/1999	15 years
Darrion Brown	Public Works	07/28/1994	20 years
Tommy Maris	Public Works	07/03/1989	25 years
Retirement			
Darrion Brown	Public Works		20 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

5. (a.

Meeting Date: 07/16/2014

Rezoning Public Hearing for Carlos Duran

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Carlos Duran request to rezone from "A" (Single Family Residential) to "G" (Waterfront) to construct bulkhead for storing his personal shrimp boats and a building for equipment storage. Being the west 1/2 of Lot 38, Amburn Boat Basin. Located at 4105 20th St. No.

BACKGROUND

This rezoning request went before the Zoning Commission on June 3, 2014 for a Public Hearing. After hearing all pertinent information and the objections from some of the property owners, the members unanimously voted to approve the request.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Public Hearing

Zoning Minutes

Aerial

Staff Report

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of Texas City will hold a **Public Hearing** on **Wednesday, July 16, 2014 at 5:00 p.m.** in the Kenneth T. Nunn Room, City Hall, 1801 9th Avenue North, Texas City, Texas 77590. The purpose of the Public Hearing is to hear citizens opinion in favor of or in opposition to the City of Texas City rezoning requests.

REQUEST BY: Carlos Duran to rezone from "A" (Single Family Residential) to "G" (Waterfront) to construct bulkhead for his personal shrimp boats and a building for equipment storage.

BEING: The west ½ of Lot 38, Amburn Boat Basin (251' x 100').

LOCATED : At 4105 20th Street North.

Any citizen wishing to voice his or her opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to this rezoning request, you must submit valid reasons for opposition in writing to the City Commission of Texas City, P.O. Drawer 2608, Texas City, TX 77592-2608. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the rezoning request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing in the City Commission.

/s/Doug Kneupper
Doug Kneupper, City Engineer
City of Texas City

DATED: June 17, 2014

ZONING COMMISSION MINUTES

June 3, 2014

The Zoning Commission for the City of Texas City met in a regularly scheduled meeting on Tuesday, June 3, 2014 at 5:15 p.m. Board members present were: Chairman, Perry O'Brien, Vice-Chairman Rachel Delgado, Bert Dahl and Gilbert Torres. Staff member present was Doug Kneupper and Brian Falk. Citizens present were: John C. Weaver, Rhonda Gregg, Carlos Duran, Ed Figueroa, Yevgeniy Sustana, Craig Sustana, Kevin Koster and Henry Gomez.

Chairman, Perry O'Brien then addressed those in attendance and explained the procedures for the Public Hearing.

Approval of Minutes: The minutes from the April 15, 2014 meeting were approved on a motion by Rachel Delgado/Gilbert Torres. All members present voted aye.

ITEM NO. 1 Carlos Duran requests to rezone from "A" (Single Family Residential) to "G" (Waterfront) to construct a bulkhead and metal building for storing his personal shrimp boats and equipment storage. Being the west ½ of Lot 38, Amburn Boat Basin (251' x 100'). Located at 4105 20th St. NO. Mr. Kneupper stated that there were 14 property owners notified of the rezoning intent and 3 letters of opposition have been received to date from Mr. Yevgeniy Sustana, John C. Weaver and Craig Sanders. Mr. Kneupper indicated the members had been provided with a copy of the letters of opposition for their review. He then continued by reviewing the recommendations of the Staff as presented in his memo to the members (copy attached). He stated the waterfront zoning would accommodate limited commercial uses. City water and sewer services are available and based on the surrounding land uses the staff has no objection to the rezoning request. Mr. Kneupper also indicated areas of existing commercial properties in the area on the aerial map. He stated there were also residential homes across the street from the property. Mr. Kneupper then provided photos of the area which he had taken to show the site and surrounding areas. The commission members then asked where the Waterfront zoning designation ended on this property. Mr. Kneupper provided a large site plan to help define the portion being rezoned. He indicated the area to be bulk headed and the area where the boats would be docked. Ms. Delgado asked if there were other shrimp boats moored in the area and Mr. Kneupper indicated there were and showed the areas being used by other boats. There was discussion about what type of uses would be allowed under the "G" (Waterfront) designation. Mr. Kneupper provided a copy of the uses allowable from the Zoning Ordinance to the members. Discussion also included the requirements for parking, landscaping, screening, etc. and clarification of the uses allowed. Chairman O'Brien then asked if the applicant would address the members and explain the proposal. Rhonda Gregg, Shelmark Engineering, spoke on behalf of Mr. Duran. She provided a large map indicating the area and what they proposal would consist of, the process of going through the Corps of Engineer, zoning requirements and what other plans he would need to complete the project. She also explained about the erosion of the property and the poor condition of the property when Mr. Duran purchased it. She

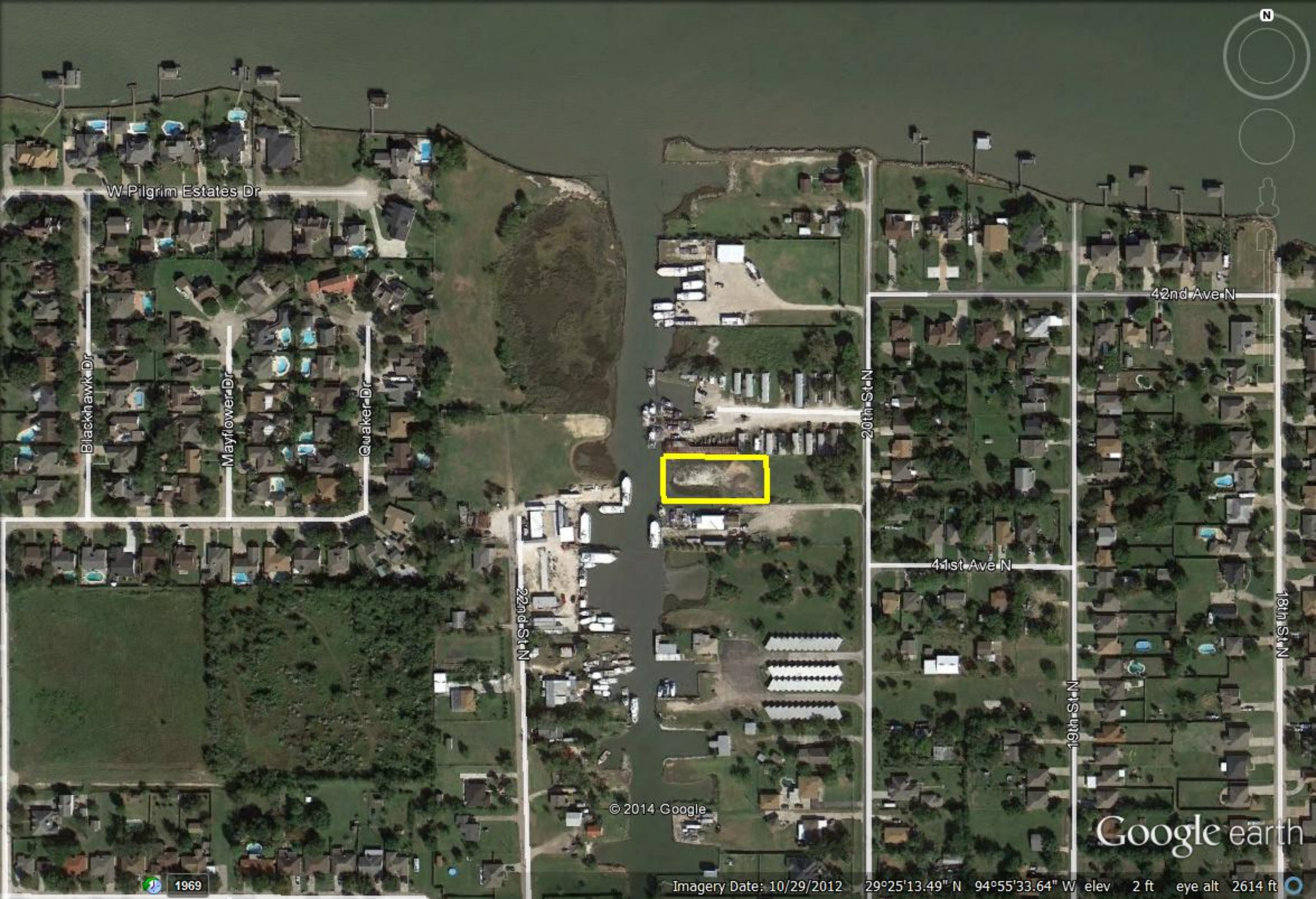
continued by stating he currently has boats moored across the canal at a facility that he pays rental fees to dock at. Ms. Gregg continued by stating the project would not include any off loading or shipping of products; therefore, there would be no increase in traffic. The project would strictly be to moor his boats, store and repair nets, and repair equipment. The site plan indicates parking, screening and proposed landscaping. During the staff meetings it was recommended they not rezone the entire lot and Ms. Gregg indicated where the dividing line would be with the eastern portion of the property remaining residentially zoned and the back portion towards the canal being used for the waterfront use. After the presentation, **a motion was made by Bert Dahl/Rachel Delgado to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked if there was anyone who wished to speak to do so; however, limit the comments and not duplicate objections previously voiced. Mr. John Weaver addressed the members and stated that previously there had been as many as 18 boats in the canal at one time off loading into 18 wheelers parked along side the street. The trucks were sitting for long periods of time with their engines running and the noise was loud. He also addressed the issue of the mobile home park and stated it was not a legal use as it did not comply with the requirements for a mobile home park. Ms. Delgado asked him what his main objection was and Mr. Weaver stated that he was not opposed to the bulkhead being constructed but a home with a boat behind it would not be objectionable. However, there are enough boats there now and the hammering and repair noises were already bad enough. Mr. Torres asked about the proposed metal building that would be constructed and if it would have to receive Planning Board approval. Mr. Kneupper stated it would and there was a masonry requirement they would have to meet along with the landscaping and parking requirements. Ed Figueroa, Shelmark Engineering, then addressed the members and stated the metal building indicated was an error and the building that would be constructed would not be made of metal but would be consistent with the buildings in the area. The salt air would deteriorate the metal and he will revise the site plan to indicate the building will not be metal. Mr. Kevin Koster then asked a question about the storage of the boats on the property and if they would be on trailers or what. Ms. Gregg responded there would be no boats stored on the property and that Mr. Duran only has bay fishing boats that would be moored with pilings. There will be no boats stored on the property and can not come out of the water and will be in the water all the time. Ms. Gregg also stated there were no ramps on the property and no way to pull the boats up out of the water onto the property. She reiterated they would be moored to pilings in the water. There would be no access or turning areas for 18 wheelers to access the property. Mr. Craig Sanders next addressed the members and asked if they would be working on the boats out in the yard. Ms. Gregg stated this is not going to be a boat storage yard and the boats will not be brought out of the water onto this lot. Mr. Yevgeniy Sustana then addressed the members and stated he understood Mr. Duran's desire to bring the boats into Texas City into a protected area. He stated he did not believe there would not be a boat ramp as they had not provided a site plan to show they would not have a ramp. Ms. Delgado asked if they could provide Mr. Sustana with a copy of the site plan for him to review. Ms. Gregg supplied him with a copy of the site plan to review. Mr. Sustana was still opposed to the request and so was Mr. Weaver.

After discussion a **motion was made by Bert Dahl/Rachel Delgado to close the Public Hearing. All members present voted aye.** There was a brief discussion and a **motion was made by Rachel Delgado/Bert Dahl to recommend approval of the rezoning of the property from “A” (Single Family Residential) to “G” (Waterfront). All members present voted aye.**

There was no further business to discuss and a **motion was made by Bert Dahl/Rachel Delgado to adjourn. All members present voted aye.**

Perry O'Brien, Chairman

Doug Kneupper, Secretary



W Pilgrim Estates Dr

Blackhawk Dr

Mayflower Dr

Quaker Dr

22nd St N

20th St N

41st Ave N

42nd Ave N

19th St N

18th St N


© 2014 Google

Google earth

1969

Imagery Date: 10/29/2012 29°25'13.49" N 94°55'33.64" W elev 2 ft eye alt 2614 ft

Memo

To: Zoning Commission
From: Doug Kneupper, City Engineer 
CC:
Date: May 28, 2014
Re: Waterfront Zoning, 4105 20th Street N.

Background: Mr. Carlos Duran owns 1.04 acres of undeveloped property at 4105 20th Street N. His intent is to bulkhead the canal frontage for the mooring of shrimp boats and to construct a building for equipment storage. To be able to utilize his property in this manner, a zone change is needed from the current Single-Family Residential to Waterfront.

As indicated on the attached zoning map, there are several properties with Waterfront (G) zoning in the vicinity of the subject property. These properties also have access to the same canal that leads to Moses Lake. And most of these properties are being utilized in the same manner as Mr. Duran is requesting.

The Land Use Plan identifies this area as "Established Neighborhoods". Within this category, residential development is supported. However, non-residential uses can occur on a limited basis and with careful review.

Requested Action: The applicant has requested rezoning from Single-Family Residential to Waterfront.

Staff Recommendation: If approved, the Waterfront zoning would accommodate limited commercial uses which utilize port and shore areas. City water and sewer services are available to the site.

Based on the surrounding land uses, development and zoning, the ability to provide adequate fire protection, and sewer service, city staff has no objection to the rezoning request.



CITY COMMISSION REGULAR MTG

6. (a.

Meeting Date: 07/16/2014

Rezoning Public Hearing for Carlos Duran

Submitted For: Jean Vincent, Transportation and Planning

Submitted By: Jean Vincent, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

This item was heard during a Preliminary Zoning Hearing before the Zoning Commission on June 3, 2014. After hearing all information and objections, the Zoning Members unanimously voted to approve the request. Ready for City Commission to approve or deny request to rezone.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

7. (a.

Meeting Date: 07/16/2014

Submitted By: Betsy Esparza, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for July 2, 2014, City Commission meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

7. (b.

Meeting Date: 07/16/2014

Purchase and delivery of one Roll off Truck

Submitted For: Rita Williams, Purchasing

Submitted By: Rita Williams, Purchasing

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the purchase and delivery of one roll off Truck, through BuyBoard - Texas Local Government Purchasing Cooperative, for the total price of \$176,627.00.

The delivering dealer is Southwest International Trucks, INC., in Arlington.

BACKGROUND

The Roll off Truck will be utilized by the Public Works Sanitation Department. The funds are available in the Capital Equipment Replacement Fund - Sanitation Department.

The BuyBoard contract worksheet is attached for your review.

ANALYSIS

It is my recommendation to award the purchase and delivery of one Roll off Truck, through BuyBoard - Texas Local Government Purchasing Cooperative; for the total contract price of \$176,627.00.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer: City of Texas City

Product Description: Epsilon M110L 23

A: Base Price in **Bid/Proposal Number** 425-13 **Series** 63 => \$ 85,000.00

B: Published Options [Itemize each item below]

<u>Grapple</u>	<u>\$ 3,182.00</u>	<u>Steel Toolbox 18x18x48</u>	<u>\$ -</u>
<u>Oil Cooler BKA40</u>	<u>\$ -</u>	<u>Painted Black</u>	<u>\$ -</u>
<u>Pump 5P410</u>	<u>\$ -</u>	<u>Body Ladders</u>	<u>\$ -</u>
<u>53 Gallon Oil Tank</u>	<u>\$ -</u>	<u>M110L80 L Boom Epsilon Crane</u>	<u>\$ -</u>
<u>Cab Work Platform</u>	<u>\$ -</u>		<u>\$ -</u>
<u>20ft 30yd Body W/Four Hinge Door</u>	<u>\$ -</u>		<u>\$ -</u>
<u>Under Body Hoist with Outside Controls</u>	<u>\$ -</u>		<u>\$ -</u>
<u>Rear Light Bar W/LED Lighting</u>	<u>\$ -</u>		<u>\$ -</u>
<u>PTO</u>	<u>\$ -</u>		<u>\$ -</u>
<u>Crane Riser</u>	<u>\$ -</u>		<u>\$ -</u>

Subtotal Column 1: \$ 3,182.00 Subtotal Column 2: \$ -

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 3,182.00

C: Subtotal of A + B => \$ 88,182.00

D: Unpublished Options (Itemize each item below, Not to exceed ± 25% of C) Unpublished = 0.03 %

<u>Freight</u>	<u>\$ 3,000.00</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>

Subtotal Column 1: \$ 3,000.00 Subtotal Column 2: \$ -

Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 3,000.00

E: Contract Pride Adjustment (If any, explain here) \$ - \$ -

F: Total of C + D + E (Not including H-GAC Fee) => \$ 91,182.00

G: Quantity Ordered (Units x F) => # of Units 1 \$ 91,182.00

H: BUYBOARD Fee (From Fee Schedules, Table: _____ => @ _____ % _____

I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)

<u>Customer Discount</u>	<u>\$ (3,000.00)</u>
	<u>\$ -</u>

Subtotal of Non-Equipment Charges \$ (3,000.00)

J: **TOTAL PURCHASE PRICE INCLUDING (G + H + I) =>** \$ 88,182.00

Heil of Texas
713-923-7600
5900 Wheeler
Houston, TX 77023
www.heiloftexas.com

Jeffrey Davis 7/2/2014
Please Fax Purchase Orders to 1-800-211-5454 and 713-923-5522

CITY COMMISSION REGULAR MTG

Res 13-078

Meeting Date: 07/16/2014

Approve Traffic Safety Grant- STEP Grant

Submitted For: Lisa Able, Police Department

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve Texas Traffic Safety Grant's

Fiscal Year 2015

ID: 2015-TexasCit-S-1YG-0023

Period: 10/01/2014 to 09/30/2015

Total Award: \$66,850.80

Amount Eligible for Reimbursement by Department of Transportation \$33.425.40

Match Amount provided by City of Texas City \$33.425.40

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

STEP 2015

Texas Traffic Safety eGrants

Fiscal Year 2015

Organization Name: City of Texas City - Police Department

Legal Name: City of Texas City

Payee Identification Number: 17460023843007

Project Title: STEP- 2015 SPEED

ID: 2015-TexasCit-S-1YG-0023

Period: 10/01/2014 to 09/30/2015

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Texas City** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: National Highway Traffic Safety Administration

Contract Number: 585EG076

CFDA Number: 20.6

CFDA Title: State and Community Highway Safety Grant Program

Funding Source: Section 402

DUNS: 010794535

Project Title: STEP- 2015 SPEED

This project is Not Research and Development

Grant Period: This Grant becomes effective on **10/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: \$66,850.80

Amount Eligible for Reimbursement by the Department: \$33,425.40

Match Amount provided by the Subgrantee: \$33,425.40

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

City of Texas City
[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders, established
policies or work programs approved and
authorized by the Texas Transportation
Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government)
(If Applicable)

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
 2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no 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.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a 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 with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department'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://txdot.gov/business/business_outreach/mou.htm.

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 Subgrantee of its failure to carry out its approved program, the Department 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 the Subgrantee 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 USDOT-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.*

ARTICLE 24. DEBARMENT AND SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which 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 Subgrantee certifies that it is 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 that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

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

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee 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 that 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 USC § 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. 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 and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee 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 for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the 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 (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.

ARTICLE 28. 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 OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov as follows: "We did not meet the \$500,000 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 Subgrantee 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 the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants

- B. Provide program management and technical assistance.

- C. Attend appropriate meetings.

- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Document any progress towards self-sufficiency
 - 4. Account for any approved Program Income earned and expended
 - 5. Identify exemplary performance or best practices

PROGRAM ELEMENT SELECTION

YEAR LONG

DWI	DWI: Driving While Intoxicated
X Speed	Speed: Speed Enforcement
OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
ITC	ITC: Intersection Traffic Control
DD	DD: Distracted Driving

WAVE

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide
DD	Jurisdiction wide

CMV

Speed,OP&HMV	CMV: Commercial Motor Vehicle; H MV: Hazardous Moving Violations
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GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months) From 10/1/2012 to 9/30/2013

Baseline Measure	Baseline Number
Number of speed citations	1803

	Baseline Number	Month/Year of Survey
Percentage of speed compliance:	41 %	12/2013

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	4317
2. Proposed total number of traffic related crashes	
a. Reduce the number of speed-related crashes to	340
3. Increase speed compliance	
a. Increase the speed compliance rate to	45%
4. Number of Enforcement Hours	1439

Step Indicator	3.00
-----------------------	-------------

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	6
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	6
c. Conduct community events (e.g. health fairs, booths)	4
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	1000

OPERATIONAL PLAN

Page Title: Speed 1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. A1	Speed	Dike Road entire length (5 miles) 25 mph zone (east and west bound)	41%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
2. A2	Speed	Bay Street from Texas Ave to 25th Ave North (1.5 Miles) 40 mph zone (north and south bound)	34%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
3. A3	Speed	Amburn Road from 1764 to 1754 (1.5 miles) 20 mph zone (north and south bound)	43%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
4. A4	Speed	Loop 197 North from SH146 to SH3 (2.3 miles) 45 mph zone (east and west bound)	35%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
5. A5	Speed	6th Street North from 900blk to 2500blk (1 mile) north and south bound (30 mph zone)	43%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
6. A6	Speed	6th Street from 4th Ave South to 9th Ave North (1.2 miles) north and south bound traffic (30 mph zone)	32%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
7. A7	Speed	14th Street from Texas Ave to Loop 197 South (1.1 mile) north and south bound (30 mph zone)	38%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)

OPERATIONAL PLAN

Page Title: Speed 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. A8	Speed	FM 2004 from FM 1764 to Hwy 3 (1 mile) both directions (45 mph zone)	42%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
2. A9	Speed	SH3 from FM1764 to Hughes Road (3 miles) north and south bound (55 mph zone)	44%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
3. A10	Speed	SH146 2500blk to Dickinson Bayou (3.2 miles) (65 mph zone) north bound traffic	45%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
4. A11	Speed	SH146 2500blk to Dickinson Bayou (3.2 miles) (65 mph zone) south bound traffic	44%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
5. A12	Speed	SH 146 from FM 1764 to FM 519 (2miles) north and south bound traffic (55mph zone)	47%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
6. A13	Speed	34th Street from FM 1765 to Loop 197 North (1.9 miles) north and south bound (30 mph zone)	41%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
7. A14	Speed	5th Ave South from 14th Street to 34th Street (1.9 miles) east and west bound (25 mph zone)	32%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)

OPERATIONAL PLAN

Page Title: Speed 3

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. A15	Speed	Logan Street from (th Ave North to Loop 197 North (1 mile) north and south bound (30 mph zone)	45%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
2. A16	Speed	25th Ave North from the 900blk to the 2000blk (1.1 miles) east and west bound (45 mph zone)	44%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
3. A17	Speed	FM 1764 from SH146 to SH3 west bound (3 miles) 65 mph zone	44%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
4. A18	Speed	FM 1764 from SH 146 to SH3 east bound (3 miles) 65 mph zone	47%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
5. A19	Speed	Humble Camp Road from SH3 to Atwater Drive (1mile) 30 mph zone	45%	0500hrs to 2100hrs Sunday thru Saturday (7 days a week)
6.			%	
7.			%	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$33,425.40	\$33,425.40	\$66,850.80
(200)	Fringe Benefits:	\$0	\$0	\$0
	Sub-Total:	\$33,425.40	\$33,425.40	\$66,850.80
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$33,425.40	\$33,425.40	\$66,850.80
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$33,425.40	\$33,425.40	\$66,850.80
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$33,425.40	\$33,425.40	\$66,850.80
	Fund Sources (Percent Share):	50.00%	50.00%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

CITY COMMISSION REGULAR MTG

7. (d.

Meeting Date: 07/16/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 14-0XX, on termination of surface lease and sub-lease for Shoal Point with the Texas General Land Office (GLO) and SSA Marine and approve side agreement with SSA Marine (City Secretary).

BACKGROUND

All parties agree that the container terminal originally proposed for this site is not likely to occur as designed. This action allows for all parties to terminate on amicable terms. It, also, allows for marketing of various opportunities. The side agreement with SSA allows a non-exclusive opportunity to market the site.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

Res 14-071

Meeting Date: 07/16/2014

BID # 2013-038 Delivered Hot Mix Asphalt 6 mos. Contract

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve and award BID # 2014-070 Delivered Hot Mix Asphalt 6 month Annual Contract.

BACKGROUND

The low responsible bid was received from Century Asphalt, Ltd., in Houston, for the unit prices bid.

It is my recommendation to award BID # 2014-070 Delivered Hot Mix Asphalt 6 month Annual Contract to Century Asphalt, Ltd., for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

ANALYSIS

The low responsible bid was received from Century Asphalt, Ltd., in Houston, for the unit prices bid.

It is my recommendation to award BID # 2014-070 Delivered Hot Mix Asphalt 6 month Annual Contract to Century Asphalt, Ltd., for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

8. (a.

Meeting Date: 07/16/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 14-15, appointing Tammy Odom as the Clerk of the Court (Court Administrator) for the City of Texas city, Texas,

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Odom Background

Reception Invite - Tammy Odom

Tammy R. Odom

[REDACTED]
[REDACTED]
Sweeny, TX 77480
[REDACTED]
[REDACTED]

EDUCATION

Texas Municipal Courts Education Center
Texas Court Clerks Association
500+ hours court education

Brazosport College, 1985-1986
Accounting Major

Sweeny High School, 1981-1985
Graduate

WORK EXPERIENCE

Deputy Court Clerk/City Clerk/Payroll Clerk July 2000 - Present
Sweeny Municipal Court, Sweeny, Texas

- Responsible for all case flow, records management, jury management, managing budget and accounting functions, statistical analysis and projections and public relations.
- Develop budgets necessary to maintain program functions at lowest possible costs.
- Assures that all court functions are performed within budget.
- Performs cost and internal control activities.
- Manage revenue from collection of fines and fees.
- Install and monitor controls for administrative, program, and fiscal procedures.
- Long- range planning and program development, and identifying problems and recommending procedural and administrative changes.
- Assist the public in person, by phone or email including retrieving information and files and providing general information.
- Working closely with the judge, the city attorney's office, the police department and public safety dispatch.

Supervisor, October 2012 - Present
Simple Simons Pizza, Sweeny, Texas

- First line supervisor responsible for overseeing restaurant staff.
- Assist owner/manager with scheduling.

Felony Offense Clerk/Jail Bookkeeper/Warrant Clerk/Dispatcher, February 1995 – July 2000
Brazoria County Sheriff's Office, Angleton, Texas

- Handled sensitive information while preparing warrants and offense reports.
- Solely responsible for the Inmate Trust Fund for nearly 1000 inmates.
- Assisted media and prepared press releases.
- Prepared monthly statistical reports.
- Entered/cleared wanted persons in TCIC/NCIC.

Warehouse Manager, February 1988 – November 1994

Cottage Collectibles, Brazoria, Texas

- Managed a staff of 10-20 individuals in a shipping warehouse environment.
- Staffing
- Scheduling
- Inventory

CERTIFICATIONS

Certified Municipal Court Clerk Level II– Achieved 2002

Certified Municipal Court Clerk Level III – Actively Pursuing

TCIC/NCIC Criminal Justice Practitioner – 1996

SKILLS

Computers: Microsoft Office/Professional Software, Incode, OMNI.

INVOLVEMENT

Organization: Texas Municipal Court Education Center (TMCEC) – 2003 to Present

Involvement: Faculty – Instructor

Topics include: Ethics, Leadership, Court Costs, DPS Reporting

Organization: Texas Municipal Courts Association

Involvement: Member

Organization: Texas Municipal League Board of Directors

Involvement: Director

Organization: Sweeny Hospital Foundation Board

Involvement: President

Charter Member

Organization: Sweeny Chamber of Commerce

Involvement: President

Secretary/Treasurer

Organization: Texas Court Clerks Association (TCCA) – July 2000 to Present

Involvement: President – 2011 – Present

Vice-President

Director at Large

Membership Committee Chair

Chapter Steering Committee Chair

Organization: Gulf Coast Chapter Texas Court Clerks Association

Membership: President

Vice President

Organization: Brazoria County Peace Officers Association

Membership: Secretary/Treasurer

Charter Member

AWARDS/ACTIVITIES

Texas Municipal Courts Education Center – Traffic Safety Award Honorable Mention, April 2013

TCCA Gulf Coast Chapter – Clerk of the Year, December 2007

Texas Court Clerks Association – Excellence Award, October 2007

Texas Court Clerks Association – Extraordinary Achievement Award, October 2006

Texas Court Clerks Association – Distinguished Service Award, October 2005

Brazoria County Sheriff's Department – Employee of the Year



CITY OF TEXAS CITY
1801 9TH AVENUE NORTH
TEXAS CITY, TEXAS 77590
(409) 948-3111



www.texas-city-tx.org

Instructions: Print or type all information. Application must be completed in full. Incomplete applications may disqualify you from consideration. Applications will only be considered for "open" position(s).
BE ADVISED THAT A RESUME IS NOT A SUBSTITUTE FOR AN APPLICATION. A resume may be attached as a supplement.

All applicants meeting the City of Texas City's minimum qualifications for the specified job will be considered for employment without regard to race, religion, sex, national origin, age, or the presence of a non-job-related medical condition or disability.

PERSONAL INFORMATION

DATE: [REDACTED]	SOCIAL SECURITY NO: [REDACTED]	NAME: (Last, First MI) Odom, Tammy Renee'		
STREET ADDRESS: [REDACTED]		CITY: Sweeny	STATE: TX	ZIP CODE: 77480
HOME PHONE: [REDACTED]	BUSINESS PHONE: [REDACTED]		CELL: [REDACTED]	
POSITION APPLIED FOR: Court Administrator	OTHER NAMES USED:	DATE OF BIRTH: 07/13/1967		
ARE YOU WILLING TO WORK: (Mark All That Apply)				
<input checked="" type="checkbox"/> FULL TIME <input checked="" type="checkbox"/> WEEKENDS <input type="checkbox"/> HOLIDAYS <input type="checkbox"/> NIGHTS <input type="checkbox"/> PART TIME <input checked="" type="checkbox"/> EVENINGS				
Will accept current starting salary? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			If "no" what salary is desired?	
Do you have any friends or relatives who work for the City of Texas City? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
If "yes," please give their Name:		Department:	Relationship:	
Have you previously been employed by the City of Texas City? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
If answered "yes": When:		In what department:	Title:	
Date you are available to start work: Two weeks from date of hire.			Are you legally authorized to work in the United States? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

REFERRAL SOURCE

How did you learn about us and/or the position for which you applied? Place a check next to the appropriate choice. Please mark one choice only.

<input type="checkbox"/> (01) Newspaper	<input type="checkbox"/> (02) Walk-in	<input checked="" type="checkbox"/> (03) Relative/Friend
<input type="checkbox"/> (04) City of Texas City web site	<input type="checkbox"/> (05) College/University	<input checked="" type="checkbox"/> (06) Professional Organization
<input type="checkbox"/> (7) Other: (please explain)		

Chali

PERSONAL HISTORY

1. Have you ever been discharged (fired) for any reason from a job? Employer name:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Have you ever been asked to resign? Employer Name:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Have you ever been convicted of or received probation or deferred adjudication for any felony or misdemeanor, excluding minor traffic offenses?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4. Are you under 18 years of age?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Are you currently on "lay-off" status and subject to recall? Employer Name:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Explain any "yes" responses given to the above questions including dates, location, circumstances, and other relevant information:

GENERAL SKILLS

Office Skills	<input checked="" type="checkbox"/> Windows	<input checked="" type="checkbox"/> Excel	<input checked="" type="checkbox"/> 10-Key	<input checked="" type="checkbox"/> Word	<input checked="" type="checkbox"/> Other
	Keyboarding Speed:				<i>Incode</i>
Driver's License	DL#: 12271732	State: TX	Type:	Class A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/>	
Public Works	Surface Water	Gr:	Wastewater Treatment	Gr:	
	Water Distribution	Gr:	Wastewater Collection	Gr:	
	Agency/ State Issuing:		Expiration Date:		
Languages	Spoken: <i>English</i>		Written:		

EDUCATION INFORMATION

High School or GED	City	State	Graduated	GED		
Sweeny High School	Sweeny	TX	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
College Name	City	State	Degree	Major	Credit Hrs.	GPA
Brazosport College	Clute	TX	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>Accounting</i>		
College Name	City	State	Degree	Major	Credit Hrs.	GPA
			<input type="checkbox"/> Yes <input type="checkbox"/> No			

Please list any professional associations, licensing, and/or certification which you participate in or have acquired:
 Level II Certified Municipal Court Clerk, Currently Working to Achieve Level III Certified Municipal Court Clerk
 President of Texas Court Clerks Association, Past President Gulf Coast Chapter TCCA, Past Vice President TCCA
 Past Board Member Texas Municipal League

INSTRUCTIONS: List the last five (5) employers for whom you have worked, starting with the most recent or current employer.

EMPLOYMENT HISTORY

Present or last employer City of Sweeny	Phone 979-548-3321	Starting date Month/Year 07/2000
Address PO Box 248	City, State, Zip Sweeny, TX 77480	Ending date Month/Year Present
Name of immediate supervisor Reatta Minshew	Your position/title City Clerk/Court Clerk/Payroll Clerk	Starting salary \$20,000
Commercial Driver's License (CDL) required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ending salary \$38,000
Reason for leaving I am looking for the opportunity to utilize the skills and knowledge I have acquired through my pursuit of		
Describe all duties performed in this position, especially those which demonstrate your qualifications for the position for which you are currently applying. Please be specific.		
For the last (14) fourteen years I have been solely responsible for all ministerial duties of the Sweeny Municipal Court, including but not limited to: Bond Forfeitures, Appeals, Juvenile Defendants, Filing all State Reports, Case Processing, Budgeting, Docketing, Collections, Trial Management, Data Entry, Cash Handling & FTA/VPTA's. All aspects of Payroll.		
Previous employer Brazoria County Sheriff's Department	Phone 979-864-2441	Starting date Month/Year 02/1995
Address 3602 CR 45	City, State, Zip Angleton, TX 77515	Ending date Month/Year 07/2000
Name of immediate supervisor Jackie Phillips (deceased) Lt. Steve Ricks	Your position/title Felony Offense Clerk Dispatcher/Warrant Clerk/Civil Clerk/Jail Bookkeeper (previous positions held)	Starting salary Approx.. \$9 an hour
Commercial Driver's License (CDL) required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ending salary Approx. \$10 an hour
Reason for leaving I was offered a position with the City of Sweeny Municipal Court.		
Describe all duties performed in this position, especially those which demonstrate your qualifications for the position for which you are currently applying. Please be specific.		
Entered felony offense reports into software system, tracked case clearance of cases, assisted media with records requests, handled sensitive information, assisted victims with information related to their cases, kept financial records for the inmate trust fund, was named Employee of the Year, received two unit citations and two individual citations.		
Previous employer	Phone	Starting date Month/Year

CHall

Cottage Collectibles, Inc. No longer in business.	None	02/1988
Address CR 842	City, State, Zip Brazoria, TX 77422	Ending date Month/Year 11/1994
Name of immediate supervisor Joy Beverly	Your position/title Warehouse Manager	Starting salary Unknown
Commercial Driver's License (CDL) required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ending salary Unknown
Reason for leaving Business closed.		
Describe all duties performed in this position, especially those which demonstrate your qualifications for the position for which you are currently applying. Please be specific.		
Managed warehouse and staff for home party sales company, including but not limited to: Staffing, Scheduling, Daily Production, Inventory, Shipping, and Evaluation of Employees.		

Previous employer Wild Peach Vet Clinc	Phone 979-798-9111	Starting date Month/Year 08/1987
Address 20723 N SH 36	City, State, Zip Brazoria, TX 77422	Ending date Month/Year 02/1988
Name of immediate supervisor Karen Mohon Land	Your position/title Part Time Veterinarian Assistant	Starting salary Minimum Wage
Commercial Driver's License (CDL) required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ending salary Minimum Wage

Reason for leaving

I was offered a full-time position.

Describe all duties performed in this position, especially those which demonstrate your qualifications for the position for which you are currently applying. Please be specific.

Scheduling appointments, processing payments, care of animals, assisting with procedures, and patient charting.

Previous employer	Phone	Starting date Month/Year
Address	City, State, Zip	Ending date Month/Year
Name of immediate supervisor	Your position/title	Starting salary
Commercial Driver's License (CDL) required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ending salary

Reason for leaving

Describe all duties performed in this position, especially those which demonstrate your qualifications for the position for which you are currently applying. Please be specific.

Explain in detail any time lapses in the above employment record due to unemployment or other reasons _____

IMPORTANT - PLEASE READ

I UNDERSTAND that a large number of applications may be received for a single position and that it is not possible for the City to personally interview every applicant. I UNDERSTAND that this application, along with any attachments, become the property of the City of Texas City and that all information submitted and considered is subject to verification. I UNDERSTAND, AUTHORIZE, AND GIVE PERMISSION for the City of Texas City to conduct verification and/or investigations of my credit history, criminal history, driving record, character, employment history, reputation, and any other job-related investigations as are necessary to determine my qualifications for employment.

I UNDERSTAND that if I am offered employment with the City of Texas City, I will be required to take a post-offer physical exam which will include a drug test. Any offer of employment that I may receive will be conditioned upon the results of the post-offer physical exam. In addition, positive results of the post-offer drug test will disqualify me from employment. I ALSO UNDERSTAND that if I become employed with the City of Texas City, I will be required to comply with the City's drug testing program.

I CERTIFY that all statements and answers to all questions in this application are true, complete and correct, and are made in good faith. I UNDERSTAND that falsification of any answers I have given and/or failure to provide requested information will have serious consequences, including disqualification for employment and/or termination of employment.

FAILURE to sign application will result in an incomplete application.

Signature: Jeremy Odam
H:/Employment/Application-TC-2013

Date: 06/19/14

Susan Sensat

From: Tammy Odom [tkodom@windstream.net]
Sent: Thursday, June 19, 2014 1:51 PM
To: Apply Online
Subject: Tammy Odom Application
Attachments: DOC001.pdf

Dear Sir/Madam:

Attached you will find my application for the open Court Administrator position. Thank you for your consideration.

Best Regards,
Tammy Odom



Texas City Municipal Court of Record

Please Join Us
At a Reception To
Introduce
Tammy Odom
As Our
Municipal Court Supervisor
Wednesday July 16, 2014
From 3:00-4:30
In The Court Room

CITY COMMISSION REGULAR MTG

8.

Meeting Date: 07/16/2014

Submitted By: Justin Herter, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

REGULAR ITEMS

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact