



**KCDC REGULAR MEETING
AGENDA**

January 20, 2026
6:00 PM

Darren Broadus - President (Position 1)

Darren Broadus	Shawn Williamson	Jacquelyn Wieland	Tom Linklater	Ryan Hvitlok	Ree Allen	Dustin Oliver
KCDC Position	KCDC Position	KCDC Position	KCDC Position	KCDC Position	KCDC Position	KCDC Position
1	2	3	4	5	6	7

- Call to Order and Certification of a Quorum**
- Invitation to Address Board**

(The subject matter of any comments under this agenda item shall be limited to items on the agenda. The privilege of speaking at this time is limited to the following persons: residents in the City of Kemah, persons having an ownership interest in property within Kemah, or a business located within its jurisdiction, or their attorney(s). A statement of no more than 2 minutes may be made. There will be no yielding of time to another person. State law prohibits KCDC board members from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire KCDC board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from the meeting. This section will be limited to a total time limit of 15 minutes, unless extended by the President of the KCDC board.)

- Proclamations, Presentations, Awards, and Community Spotlight**
- Board Members' Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.

- President's Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.

6. City Administrator Report

Announcements concerning items of community interest. No action will be taken.

7. KCDC Executive Director Report

Announcements concerning items of community interest. No action will be taken.

7.A. Discussion regarding Kemah Gateway Park Design Proposal

KCDC Executive Director

7.B. Kemah Business Alliance Update

KCDC Executive Director

7.C. Pursuit of Opportunity Zone 2.0 Program Designation

KCDC Executive Director

7.D. Updated 57-Acre Park Camera Deployment / Presentation

Police Department

8. Consent Agenda

8.A. Approval of Minutes for the 12/16/25 KCDC Regular Meeting

City Secretary

9. Consideration and Possible Action Items

9.A. Consideration and Possible Action to Move the 02/17/26 KCDC Regular Meeting to a 02/10/26 KCDC Special Meeting

City Secretary

9.B. Approval of Contract Award for RFP, Sealed Bid Project 2025-04 - Professional Grant Planning Services for Kemah 2040 Strategic Plan to Collaborate PM, LLC.

KCDC Executive Director

9.C. Consideration and Possible Action to Approve Transfer of Funds for the Purchase of New Equipment for Public Works

Finance

9.D. Consideration and Possible Action to Apply for TPWD Grant for Boating Access

KCDC Executive Director

9.E. Consideration and Possible Action to Approve Pursuit of TPWD Recreational Trails Grant Opportunity

KCDC Executive Director

10. Executive (Closed) Session(s)

10.A. Texas Open Meetings Act, Section 551.072 Government Code - Deliberations About Real Property

City Administrator

11. Action Item(s) From Executive Session(s)

11.A. Consideration and Possible Action Regarding Deliberations About Real Property

City Administrator

12. Adjournment

Virtual Meeting Information

[**Meeting Live Stream Link**](#)

Certificate of Notice

In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the front exterior wall of the City Hall Building, except in case of emergency meetings or emergency items posted in accordance with law. This facility is wheelchair accessible and accessible parking spaces are available. Requests for other accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (281)334-1611 or Fax (281)334-6583 for further information.

Posting Date and Time

Natasha Hinton

Natasha R. Hinton
City Secretary



Texas Criminal and Traffic Law Handbook Penal Code Sec. 38.13 Hindering Proceedings by Disorderly Conduct. A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance. Penal Code Section 42.05 Disrupting Meeting or Procession. A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

The KCDC Board reserve the right to meet in closed session on any of the items listed above should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code: 551.071 Consultations with Attorney, 551.072 Deliberations about Real Property, 551.073 Deliberations about Gifts and Donations, 551.074 Personnel Matters, 551.076 Deliberations about Security Devices, and 551.087 Deliberations Regarding Economic Development Negotiations.

NOTICE is hereby given that the presence of a quorum of the Members of City Council at any time during the course of the above-referenced proceeding may constitute a meeting of City Council pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, by this Notice, the public is hereby advised of said meeting not less than 72 hours in advance of the date, time and location noted above.



Item Number

7.A

Title

Discussion regarding Kemah Gateway Park Design Proposal

Submitting Department

KCDC Executive Director

Background/Recommendation

This would be for schematic and full design of Gateway Park Project

Funding Source

Not Applicable

Attachments:

[0000008037 LA - Kemah Gateway Park_20260106.pdf](#)

January 6, 2026

PROPOSAL

Mr. Cesar Garcia - City Manager
City of Kemah
1401 Highway 146
Kemah, Texas 77565

Re: Proposal for Landscape Architecture Services
To Serve Kemah Gateway Park
Kemah, Texas
LJA Proposal No. 0000008037

Dear Mr. Garcia:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal outlining Landscape Architecture services for the above-referenced property in Kemah, Texas. We propose the following services and corresponding fees in accordance with the Professional Services Agreement (PSA) between LJA Engineering, Inc. and City of Kemah effective March 1, 2010.

SCOPE OF SERVICES

LJA shall prepare design drawings for on-site improvements in accordance with City of Kemah, Texas and Texas Department of Transportation (TxDOT) requirements. At this time our understanding of the scope of improvements includes the items noted below:

- Drainage improvements including:
 - Connect drainage between existing roadway downspouts and existing inlets
 - Berms, earthwork, and grading
 - Functional "dry" creek bed channel
- Hardscape improvements including:
 - Standard sidewalks
 - Textured concrete paving
 - Landscape boulders, cobbles, and gravels
 - Concrete containment band
 - Site furnishing
 - Wayfinding signage
 - Column painting
- Landscape improvements including:
 - Shrub and groundcover beds
 - Trees
 - Irrigation
- Submittal to TxDOT of TxDOT-required documentation including
 - Plans
 - Specifications
 - Estimate

It is our understanding that the construction budget is approximately \$5,900,000 (Including Contingency). The proposed limit of work is approximately as shown on Exhibit A. LJA anticipates that it will take approximately 6-10 weeks to complete Schematic Design, 6-10 weeks to complete Design Development, 10-14 weeks to complete Construction Documentation, and 6-8 weeks to complete TxDOT PSE documentation (28-42 weeks total). The client and the consultant may rely on the initial scope of items and schedule listed above. If the proposed scope is significantly altered, the Client and the Consultant shall appropriately adjust the schedule, the scope of services and the consultant's compensation.

PHASE 300 - SCHEMATIC DESIGN

Upon approval of this proposal, LJA will meet with the Client to review/confirm any design modifications and the preferred approach for Schematic Design (SD). This phase will be used to develop and refine the design and possible phasing for the project. This phase will include the following:

1. LJA will refine the original design concept and prepare one (1) Schematic Design for the project.
2. LJA will refine the preliminary Opinion of Probable Cost (OPC) and will break the pricing down into possible phasing (if needed by the client and/or TxDOT).
3. LJA will present the Schematic Design Package to the Client for review, comment, and approval. LJA will incorporate minor modifications/comments as part of the SD Phase. (Schematic Design Alternatives and/or Additional Refinements will be billed as an additional service.)
4. LJA anticipates making two (2) trips to the site during the Schematic Design phase. Additional trips to the site requested by the Client will be billed on a time and materials basis.
5. Design Coordination including client meetings, TxDOT meetings, and internal/consultant coordination will be billed as part of this phase. LJA anticipates up to four (4) meetings total as part of this phase.
6. Deliverables: This phase shall be complete upon delivery of a Schematic Design package that includes the following in PDF format:
 - a. Overall Illustrative plan
 - b. Character Imagery
 - c. Up to six (6) Section and/or Elevation drawings (as needed to graphically describe designed conditions)
 - d. Updated OPC

PHASE 400 - DESIGN DEVELOPMENT

Once authorized by the Client, LJA will commence preparation of Design Development (DD) drawings and will coordinate with other disciplines. The DD phase will further refine and develop the design with the intent to resolve all design decisions. This phase will include the following:

1. LJA will develop detailed designs for the hardscape and landscape elements for the project including preparing plans, elevations, and details to develop the design and resolve design decisions including all material selections, design detailing, and plant selections. LJA will provide one (1) DD package for items within the scope.
2. LJA will conduct one (1) page turn review of the DD package with the client for review, comment, and approval. All comments will be addressed during the construction document phase. Design Modifications, Alternatives and/or Additional Refinements required in DD will be billed as an additional service. Once approved by the client, the DD package will become the basis for the Construction Documents.
3. LJA anticipates making one (1) trip to the site during the DD phase. Additional trips to the site requested by the Client will be billed on a time and materials basis.
4. Design Coordination including client meetings, TxDOT meetings, and/or internal/consultant coordination will be billed as part of this phase. LJA anticipates up to eight (8) meetings total as part of this phase.
5. Deliverables: Drawings delivered will still be at a development level but will provide sufficient information to resolve design decisions prior to proceeding with construction documentation. This phase shall be complete upon delivery of a DD package that includes the following in PDF format:
 - a. A digital finishes and materials presentation in PDF format
 - b. A DD Plan Set that may include the following:
 - i. Cover Sheet
 - ii. Reference/Key Plan
 - iii. General Information Sheet,
 - iv. Preservation/Demolition Plan
 - v. Hardscape Plan w/ Enlargement Plan(s) as needed.
 - vi. Hardscape Details
 - vii. Preliminary Grading & Drainage Plan
 - viii. Planting Plan
 - ix. Mainline Irrigation Diagram
 - x. Lighting Plan
 - c. Updated OPC

PHASE 500 - CONSTRUCTION DOCUMENTATION

Once authorized by the Client, LJA will commence preparation of Construction Documentation (CD) drawings and will coordinate with other disciplines. All drawings shall be prepared under the supervision of, reviewed, and sealed by a registered Professional Landscape Architect. The Construction Documents will include all items within the project scope and include the following:

1. Cover sheet, general notes/information and site reference/key plan will be provided.
2. Site preservation and demolition plan identifying all items to be preserved and/or demolished including any necessary plans and details.
3. Hardscape Plan identifying all hardscape elements, hardscape materials, furnishings, and detail callouts. Enlargement plans will be provided as needed.
4. Hardscape Details including all necessary construction details. Details will include dimensioned and annotated plans, elevations, sections and/or connection details, which will be coordinated with project consultants as necessary.
5. Hardscape Layout Plan locating all hardscape elements including all necessary dimensions and annotations.
6. Grading & Drainage Plan including location of any required landscape drainage (inlets, trench drains and/or French drains) and outfall locations. These plans will include spot elevations at top of grates, finished grade, finished surface, high/low point, top/bottom of wall, top/bottom of curb, and indicate proposed slopes as necessary to convey the grading intent of the design.
7. Planting Plan including identification of tree locations, planting areas, plant locations, any necessary planting details, and a plant material schedule to include plant identification (Scientific/Common Names), sizing, spacing, quantities, and remarks. All planting will be coordinated with Irrigation Consultant and with the Hardscape/Drainage plans. Any necessary dimensions or annotations will be provided to convey the design intent.
8. LJA will prepare one (1) irrigation plan to include identification, location and sizing of the system and its components including Point of Connection (POC), Controller, Mainline, Sleeving, Valves, Laterals, spray heads, tree bubblers and drip tubing. We will provide any required details associated with the system. (Note: LJA will retain the services of a third-party licensed irrigator).
9. Lighting Plan including fixture types, locations, details, and fixture schedule.
10. LJA will prepare writing Construction Specifications to reflect decisions and designs shown in the CD Plan Set.
11. LJA will assist in filing plan, as necessary, with the required agencies.
12. LJA anticipates making one (1) trip to the site during the Construction Documentation phase. Additional trips to the site requested by the Client will be billed on a time and materials basis.

13. LJA will provide the client with a 50% CD Submittal and 90% CD Submittal for review, comment, and approval. LJA will meet with the client for one (1) "page turn" to review drawings included in the 90% CD submittal. LJA will incorporate all comments received. Any additional submittals or any comments received after authorization to proceed will be billed as an additional service.
14. Any major design changes, repackaging into multiple (or combined) packages and/or changes in scope after authorization to proceed on construction documents will be an additional service.
15. Design Coordination including client meetings, TxDOT meetings, and/or internal/consultant coordination will be billed as part of this phase. LJA anticipates up to six (6) meetings total as part of this phase.
16. Deliverables: This phase shall be complete upon delivery of a digital CD package that includes all the below in PDF format:
 - a. A CD Plan Set that includes the following:
 - i. Cover Sheet
 - ii. Reference/Key Plan
 - iii. General Information Sheet,
 - iv. Preservation/Demolition Plan
 - v. Hardscape Plan w/ Enlargement Plan(s)
 - vi. Hardscape Details
 - vii. Grading & Drainage Plan
 - viii. Planting Plan
 - ix. Irrigation Plan
 - x. Lighting Plan
 - b. Outline Specifications
 - c. Updated OPC

PHASE 600 - APPROVALS

After reviewing the plans with the Client, we will submit plans to the required municipality for plan check. We will complete the necessary revisions, as required, during the plan check process under this phase. Our services will be billed in accordance with our standard hourly rate schedule.

LJA will ensure that the plans comply with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). If the pedestrian improvements exceed \$50,000, the plans will be registered with the Texas Department of Licensing and Regulation (TDLR) and will be registered, reviewed, and inspected by a Registered Accessibility Specialist (RAS) to ensure ADA compliance as required by TDLR.

PHASE 800 - CONSTRUCTION

The Texas Department of Transportation will fund and manage bidding and construction of the project. LJA Landscape Architecture will attend on-site construction meetings as requested by the client to clarify aesthetic or design-related questions.

PHASE 910 – MISCELLANEOUS DESIGN COORDINATION

During the design process, LJA will attend project meetings in-person or virtually as outlined and estimated in the phase descriptions above. Any special meetings, additional meetings requested by the client, or additional meetings necessary for the project that go beyond the originally estimated meetings for each phase noted above will be billed on a time and materials basis as part of this phase.

PHASE 921 – TRANSPORTATION CONSULTANT, ‘ROADWAY’

The LJA Roadway group will provide the services below for the Planning & Landscape Architecture (PLA) Group on the SH 146 Linear Park for the City of Kemah.

The LJA Roadway group will coordinate with the LJA PLA group to facilitate the development of the Plans, Specifications and Estimate (PS&E) package for submittal to City of Kemah and TxDOT for review.

Roadway shall contribute to the following items:

- a. Creation of all sheets' typical TxDOT border for the plan set
- b. Insertion of LJA PLA linework into plan sheets as required
- c. Production of the following items required for the plan set below:
 - i. Title Sheet
 - ii. Index of Sheets
 - iii. General Notes
 - iv. Estimate & Quantity Sheet
 - v. Summary of Quantity Sheets
 - vi. Traffic Control Narrative
 - vii. Traffic Control Standards (no TCP plan view sheets)
 - viii. EPIC
 - ix. SW3P Sheet
 - x. SW3P Standards
- d. Assist with the estimates for the production items (SW3P) and Traffic Control.
- e. Roadway shall complete required TxDOT supporting documentation (including contract time determination schedule), submittal of the PS&E documents in TxDOTCONNECT, and participate in TxDOT coordination.

The following submittals will be accounted for in the Roadway scope:

- a. One design development submittal to the City of Kemah
- b. One construction PS&E submittal to City of Kemah
- c. Construction PS&E submittals to TxDOT, 100% and Final

*Exclusion: the transportation consultant will not participate in construction phase services.

PHASE 940 - SURVEYING

LJA will prepare 3-D design survey of the project area outlined in Attachment "A". The approximate limits of the project is along SH 146 from 3rd Street to Bel Road. The survey will include verifying existing TxDOT control in the provided plans named "Harris 0389-05-116 Part I", collecting 100-foot topographic cross-sections along the project area underneath the existing bridge of SH 146, bridge elements, and overhead electric line sags that cross intersecting streets. Bridge items to be collected will consist of the abutment, bridge columns, bridge bents, and low-chords. All drainage and visible above ground utilities will be collected within the project area.

1. Deliverables. This phase shall be complete upon delivery of all the following:
 - a. 3-D Design file in AutoCAD Civil 3D dwg format.
 - b. 3-D Design file in Microstation OpenRoads Designer Version 10.12.
2. The following services are not included in the scope of work for this proposal, but can be provided for an additional fee:
 - a. This scope of work does not include any right-of-way or boundary determinations.
 - b. This scope of work does not include any abstracting of private property.
 - c. Sheet sets are not included.

PHASE 950 - MISCELLANEOUS LANDSCAPE ARCHITECTURE SERVICES

Miscellaneous Landscape Architecture services will be provided including but not limited to the following:

1. Design alternatives, refinements and/or modifications in addition to the scope above and/or as requested by the client.
2. Marketing exhibits and/or graphics requested by the client. All graphics, renderings and/or modeling will be discussed and agreed upon prior to commencing services.
3. Miscellaneous tasks outside the proposed scope of this proposal.
4. Coordination with consultants not included in preceding scope.

PHASE Z99 - REIMBURSABLE EXPENSES

Miscellaneous reimbursable expenses such as expenses for courier, construction plan review fees, reproduction, and mileage, TDLR registration, etc. will be provided for this project on a cost plus 10% basis. The estimated reimbursable expenses are shown in the compensation summary.

EXCLUSIONS/QUALIFICATIONS

1. This proposal assumes 1 (one) design package for all items within the scope and the contract will be bid and administered by the Texas Department of Transportation. If the client or TxDOT requests separate or multiple packages of construction contracts, LJA will provide a change order for additional services for preparation of additional submittals.
2. This proposal excludes attending any meeting(s) or Client representation at various agencies to gain approval for the project. At your request we can attend and/or represent you as requested on a time and materials basis.
3. This proposal excludes any site electrical design. LJA may provide a schematic layout and fixture recommendations.
4. The City of Kemah shall provide power and water connection points for electrical and irrigation items.
5. This proposal excludes any details specifying construction of drainage systems or mechanical systems.
6. This proposal excludes pedestrian crossing design and pavement marking design.
7. This proposal excludes bridge/overpass aesthetic lighting design.
8. This proposal excludes the services of an arborist. We can make recommendations for a professional arborist, if requested by the Client.
9. This proposal excludes providing any base sheet "as-built" drawings including irrigation.
10. This proposal and associated fees are based on our perception of the overall desired goals and scope of the project as based on discussions with you. If, once the contract has been executed and during the design phase of this project, the scope changes or additional services are requested, the Consultant shall prepare an additional services agreement or Change Order which the Client shall execute prior to these services being scheduled and performed. Requested services shall be billed according to time and effort by those involved based on our hourly rate schedule.

TERMS AND CONDITIONS (T&C)

The following are in addition to the T&C included in the PSA referenced on page one (1) of this proposal. They are directly related to the scope of work and services provided by the Landscape Architecture team in the completion of deliverables outlined in this proposal.

1. Intellectual Property – All designs, drawings, specifications, documents, and other work products of the LJA (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the Services and are owned by the LJA regardless of whether or not Services are completed. Reuse, change, or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of LJA. LJA grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project.

2. Laboratory Services – In performing Services, LJA may request that Client provide independent testing laboratory services. LJA will rely on the accuracy of the testing laboratory services. LJA will not, and Client shall not rely upon LJA to check the quality or accuracy of the testing laboratory's services.
3. Site Visit – All conclusions, opinions and recommendations relating to site issues will be based upon observed site conditions at the Project as they existed at the time of the Landscape Architect's site visit, if any, or upon the information provided to LJA by Client.
4. LJA will not be responsible for the means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto, and LJA shall not be responsible or liable in any degree for the contractor's failure to perform the construction work in accordance with the Contract Documents
5. It is agreed that LJA does not underwrite, guarantee, or ensure the work done by the contractor. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, LJA is not responsible or liable for the contractor's failure to do so. Failure by any LJA personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractor shall never relieve the contractor for liability or subject LJA to any liability for any such defect or deficiencies.

COMPENSATION

Compensation for the above-referenced work will be on a joint fee basis as follows:

Phase	Description	Fee Basis	Fee
300	Schematic Design	Lump Sum	\$118,000
400	Design Development	Lump Sum	\$89,000
500	Construction Documentation	Lump Sum	\$184,000
600	Approvals	Lump Sum	\$6,000
800	Construction	T & M	\$5,000
910	Design Coordination	T & M	\$5,000
921	Transportation Consultant	Lump Sum	\$89,000
940	Survey	Lump Sum	\$83,000
950	Miscellaneous Landscape Architecture	T & M	\$5,000
Z99	Reimbursable Expenses	Cost Plus	\$10,000
Total (Includes Estimated T&M and Reimbursable Expenses)			\$594,000

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of persons registered as Architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, Texas 78711-2337
Phone: 512-305-9000

COMMENCEMENT OF SERVICES

If this proposal meets with your approval, please execute the proposal by returning a copy to us. Your signature below will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this proposal and look forward to collaborating with you on this project. If you have any questions, please call me at 281.667.0303.

Regards,



Brett Tagtmeyer
Associate Principal, Landscape Architecture



Nate Lewman
Director of Landscape Architecture

BT/NL/bg

PROPOSAL ACCEPTED BY: CITY OF KEMAH

By: _____

Name: _____

Title: _____

Date: _____

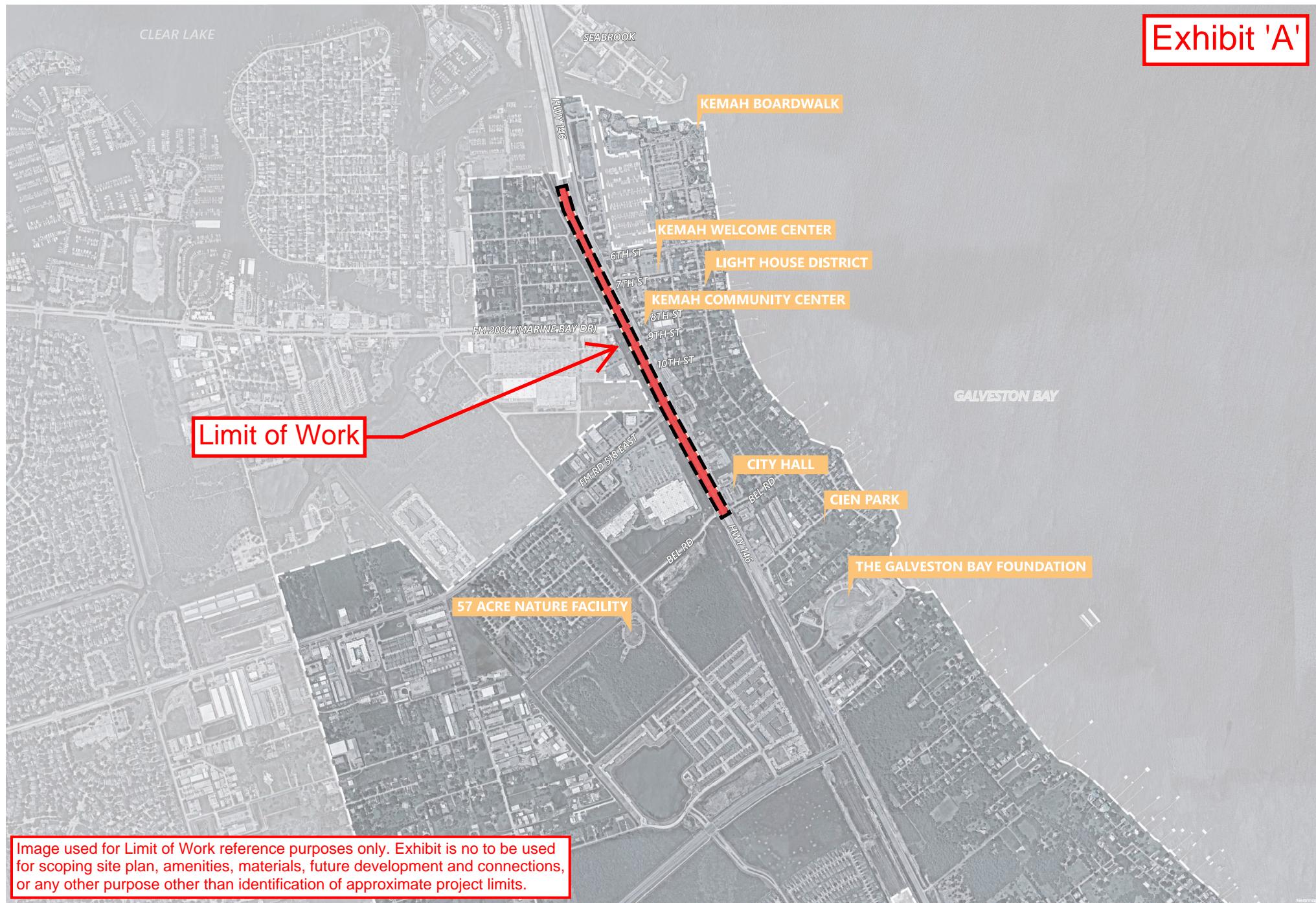


Image used for Limit of Work reference purposes only. Exhibit is not to be used for scoping site plan, amenities, materials, future development and connections, or any other purpose other than identification of approximate project limits.

HWY 146 / VICINITY MAP

LJA

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: JANUARY 6, 2026

NOT TO SCALE

CONCEPT DESIGN | **15**

ATTACHMENT B
STANDARD RATE SCHEDULE

Staff, Non-Principal Personnel Charges

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.35.

Labor cost is defined as the Labor Cost paid to the Engineer's personnel plus payroll burden, currently 47% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client.

Labor Cost Range:

	Lowest	Highest
Department Head (VP, Dept. Manager, Sr. PM)	\$50.00	\$120.00
Project Manager	\$40.00	\$90.00
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	\$30.00	\$80.00
Sr. Planner	\$45.00	\$90.00
Planner	\$25.00	\$70.00
Sr. Landscape Architect	\$35.00	\$70.00
Landscape Architect	\$25.00	\$60.00
Designer	\$20.00	\$65.00
Resident Project Representative	\$25.00	\$55.00
GIS Developer	\$30.00	\$70.00
GIS Analyst	\$20.00	\$45.00
Survey Technician	\$24.00	\$60.00
Project Surveyor	\$33.00	\$70.00
CADD Operator (CADD Technician)	\$15.00	\$55.00
Clerical (Construction Admin. Assistant)	\$15.00	\$50.00

CADD System

CADD system will be billed at a rate of \$25.00/hour plus operator time.

Principals

Principals will be billed at a rate of \$250.00/hour.

Senior Consultants

Senior consultants will be billed at a rate of \$300.00/hour.

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$500.00/hour.

Surveying Services

Field party rate includes personnel/supervision, normal equipment and supplies. Client requested overtime shall be 1.5 times standard rate.

One-Man Survey Crew	\$125.00/Hour
Two-Man Survey Crew	\$155.00/Hour
Three-Man Survey Crew	\$185.00/Hour
Four-Man Survey Crew	\$225.00/Hour

Reimbursable Expenses

Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle mileage will be charged at the current IRS mileage rate per mile. Survey / Project representative vehicle mileage will be charged at a rate of \$0.73 per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any such tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.



Item Number

7.B

Title

Kemah Business Alliance Update

Submitting Department

KCDC Executive Director

Funding Source

Not Applicable



Item Number

7.C

Title

Pursuit of Opportunity Zone 2.0 Program Designation

Submitting Department

KCDC Executive Director

Funding Source

Not Applicable

Attachments:

[Opportunity Zone Overview.pdf](#)

[Opportunity Zone Potential Map.docx](#)

Texas Economic Development & Tourism Office

EDT
Home

Why
Texas?

Industries

Incentives
&
Financing

Small
Business
Assistance

International

Resources
& Contact

[Home](#) ▶ [Incentives & Financing](#) ▶ Opportunity Zones

Federal Opportunity Zones in Texas

The Opportunity Zone program, established in 2017 and administered by the [U.S. Department of Treasury](#), has been updated and made permanent through U.S. House Resolution 1—the One Big Beautiful Bill Act—passed by Congress in 2025. The renewed Opportunity Zone 2.0 program will take effect January 1, 2027, following the sunset of current designations at the end of 2026. The program offers incentives, in the form of capital gains tax abatement, for those who invest eligible capital into Qualified Opportunity Zone assets.

Opportunity Zone 2.0 Program

Under Opportunity Zone 2.0, state governors will be able to nominate 25% of their respective state's eligible census tracts every ten years for U.S. Treasury certification as Opportunity Zone tracts.

- Nominations will begin **July 1, 2026**.
- Eligible tracts are expected to be released by the U.S. Treasury **Spring 2026**.
- **Decennial redesignations:** Opportunity Zone 2.0 designations are effective for 10 years beginning **January 1, 2027**.

In This Section

[Incentives & Financing](#)

[Texas Enterprise Fund](#)

[Event Trust Funds](#)

[Governor's University Research Initiative \(GURI\)](#)

[Texas Enterprise Zone Program](#)

[Texas Small Business Credit Initiative](#)

[Industrial Revenue Bonds](#)

[Spaceport Trust Fund](#)

[Economic Development & Diversification In-State Tuition for Employees](#)

[Opportunity Zones](#)

[Texas Jobs, Energy, Technology & Innovation \(JETI\)](#)

[Texas Semiconductor Innovation Fund \(TSIF\)](#)

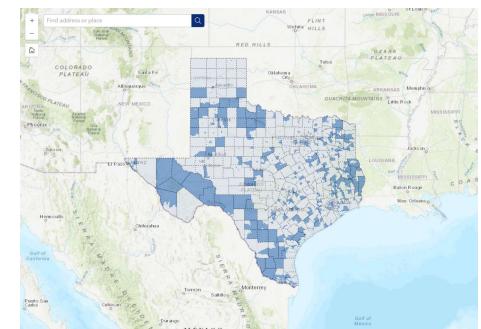
[Texas Micro-Business Disaster Recovery Program](#)

Note: Tract designations under the initial Opportunity Zone program (OZ 1.0) remain eligible through December 31, 2028, creating a two-year overlap. OZ 1.0 designated tracts will not be automatically recertified under Opportunity Zone 2.0. However, they may be submitted for reconsideration under the new program. See Designation Process and Nomination Packet sections below for additional guidance.

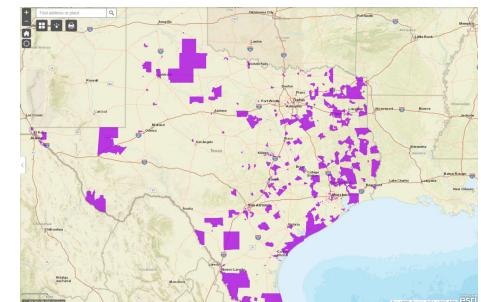
Opportunity Zone 2.0 continues the program's mission of encouraging long-term private investment in low-income communities by offering federal tax incentives to investors, while strengthening accountability and refining eligibility criteria. The updated framework emphasizes support for rural communities, tightens the income threshold for eligible tracts and removes the contiguous tract allowance. Additional benefits, including enhanced capital gains exclusions and modified investment requirements, are designed to increase the flow of private capital into underserved areas.

Program Highlights

- To be eligible, a tract must have a median family income (MFI) less than 70% of state/metro MFI; or poverty rate greater than or equal to 20% and MFI less than or equal to 125% of state/metro MFI.
- The Contiguous Tract Rule, which allowed designation of tracts next or adjacent to qualifying tract, has been eliminated.
- There is a standard five-year deferral plus 10% basis step-up for all investors.
- A 10-year tax-free appreciation remains; stepped-up Fair Market Value after 30 years (no "forced exit").
- Rural enhancements: Qualified Renewal Opportunity Fund that maintains greater than or equal to 90% of capital in rural Opportunity Zones qualify for 30% step-up after five years; substantial improvement threshold in rural Opportunity Zones has been reduced to 50% (vs. 100%).



Map: Potential eligible tracts that may qualify for Texas Opportunity Zones 2.0



Map: Texas Opportunity Zones 1.0

Subscribe to our Newsletters!



Sign-up to receive email updates from Texas Economic Development.



Contact the Opportunity Zone Program Team

Note: *Rural area* means 1) any area other than a city or town with a population greater than 50,000, and 2) any urbanized area contiguous and adjacent to a city or town with a population greater than 50,000.

[\(mailto:oppzone2.0@gov.texas.gov\)](mailto:oppzone2.0@gov.texas.gov)

To assist communities in preparing for the nomination process, the Office of the Governor has created a mapping tool to highlight census tracts which may qualify based on current estimates from the American Community Survey (2019 – 2023). Please note this map is for informational purposes only, as the official list of eligible tracts has not yet been released by the U.S. Treasury.

Connect With Us



Map: Potential eligible tracts that may qualify for Texas Opportunity Zones 2.0

Further details and guidance will be provided in the coming months; please check back for updates as they become available. Communities, stakeholders and members of the public are invited to share questions, comments or relevant information with our Opportunity Zone Team at

OppZone2.0@gov.texas.gov

[\(mailto:OppZone2.0@gov.texas.gov?](mailto:OppZone2.0@gov.texas.gov?subject=Federal%20Opportunity%20Zones%20Program%202.0)
[subject=Federal%20Opportunity%20Zones%20Program%202.0](mailto:OppZone2.0@gov.texas.gov?subject=Federal%20Opportunity%20Zones%20Program%202.0)).

Designation Process

State governors can nominate 25% of their respective state's eligible census tracts every ten years as Opportunity Zone tracts. The U.S. Department of Treasury will begin the Opportunity Zone 2.0 designation on **July 1, 2026**.

The **Texas Economic Development & Tourism Office (EDT)** within the Office of the Governor will lead the efforts to develop a transparent, data-driven selection process for Opportunity Zone 2.0. To do so, EDT will ask **economic development organizations (EDOs)** and **county judges** to submit eligible tracts in their communities for consideration based on the following criteria:

- 1. Statutory compliance:** Communities should only nominate tracts that clearly meet federal eligibility.
- 2. Local support:** Strong consideration will be given for those tracts which the local community will support through incentives offered, rebates and agreements.
- 3. Project viability:** Communities should prioritize sites where private capital can realistically deploy in 24–48 months and where investments drive inclusive growth in the community (E.g. affordable housing commitments, anti-displacement tools, workforce initiatives, etc.).
- 4. Geographic balance:** EDT will ensure representation across regions of Texas; leverage rural incentives without selecting unworkable tracts and provide an additional incentive for tracts which have been affected by a declared disaster over the last three (3) years.

From the list of eligible tracts nominated by the local communities, EDT intends to finalize and submit tracts for Opportunity Zone 2.0 designations to the U.S. Department of Treasury **no later than August 3, 2026**.

Nomination Packet

The Opportunity Zone 2.0 Nomination Packet is available to local economic development organizations (EDOs) and county judges (for those counties with no local or regional economic development organization).

[Download Nomination Packet](#)

To ensure that both communities and EDT have sufficient time to review, compile and make a final determination, EDT asks that communities submit their nominations **no later than June 26, 2026**.

- Frequently Asked Questions (FAQs) – coming soon

Opportunity Zone 1.0 Program

In March 2018, Governor Greg Abbott submitted the state's Opportunity Zone 1.0 designations to the U.S. Treasury to encourage long-term investment in eligible Texas communities. Governor Abbott nominated 628 census tracts in 145 Texas counties as potential Opportunity Zones across the state's total 5,265 census tracts. To determine Opportunity Zones within Texas' eligible tracts, a multi-step process was used to identify eligible areas in particular need due to chronic unemployment, lower population density and significant economic disruptors, such as natural disasters.

View a comprehensive map of Texas' current designated Opportunity Zones, or download the full PDF listing of designations.

Additional Resources

U.S. Department of Housing and Urban Development's Opportunity Zone Website

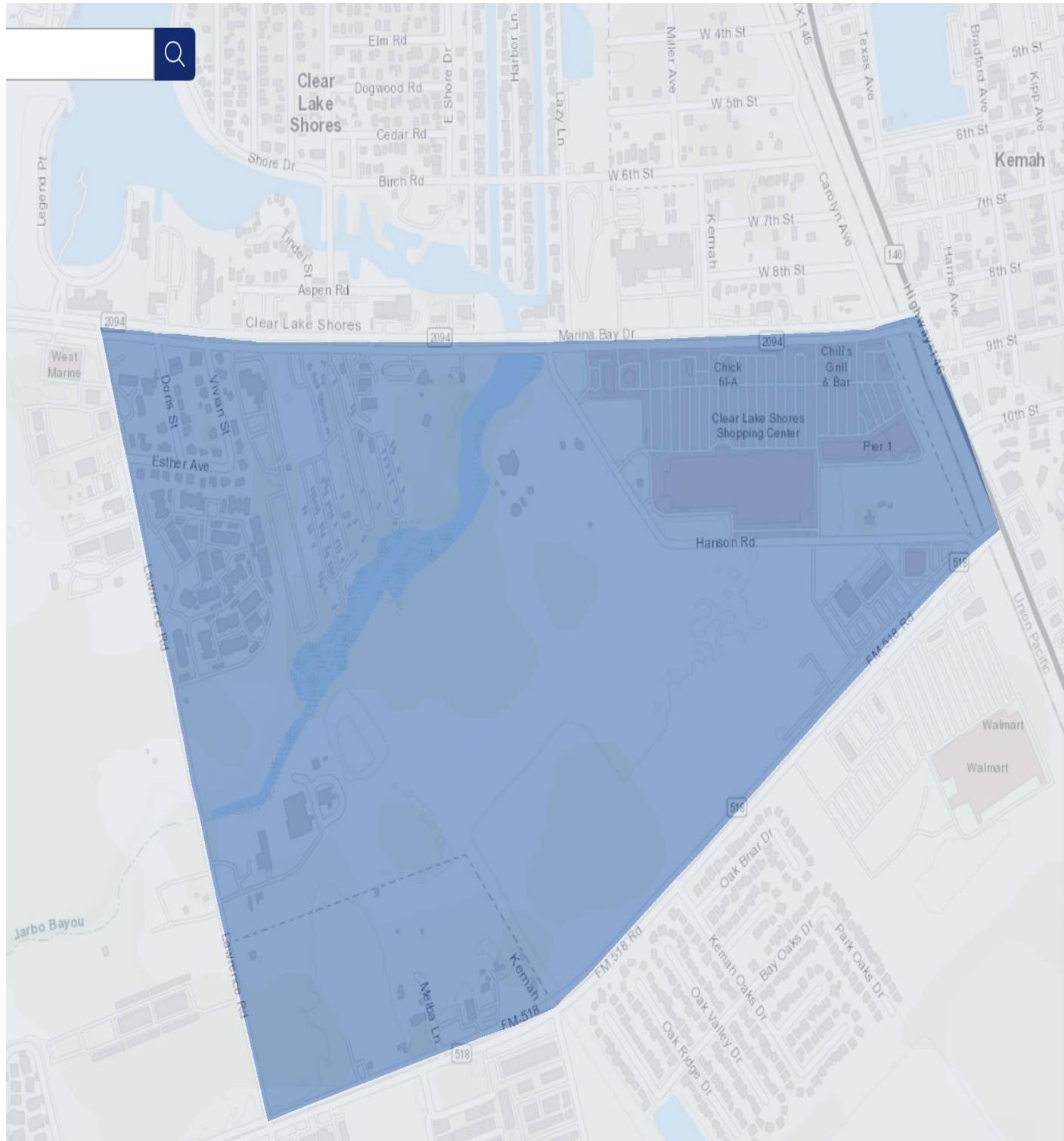
Internal Revenue Service – Opportunity Zone FAQs

Texas Economic Development & Tourism Office

P.O. Box 12428
Austin, Texas 78711
(512) 936-0100

[Site Policies](#)
[Accessibility Policy](#)
[Site Map](#)
[TRAIL Search](#)
[Texas.gov](#)





Map Layers

• Potential Opportunity Zones

• LIKELY INELIGIBLE

• LIKELY ELIGIBLE

• UNKNOWN

• Texas County Boundaries



Item Number

7.D

Title

Updated 57-Acre Park Camera Deployment / Presentation

Submitting Department

Police Department

Background/Recommendation

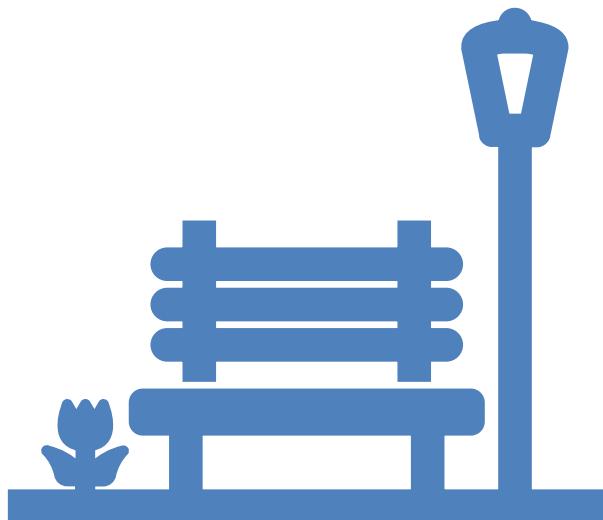
Update on the final installation and deployment of the camera system in the 57-acre park. The presentation includes camera views, with an example of the low-light option.

Funding Source

Not Applicable

Attachments:

[57_Acre_Park_Camera_VIEWS_City_Council_v2_01122026.pdf](#)



City of Kemah
57-Acre Park Camera
Installation & Views



Base & Equipment Housing

Site Preparation & Foundation



Camera Pole Base Installation



Anchor Bolts & Mount Plate



Construction of Camera Poles

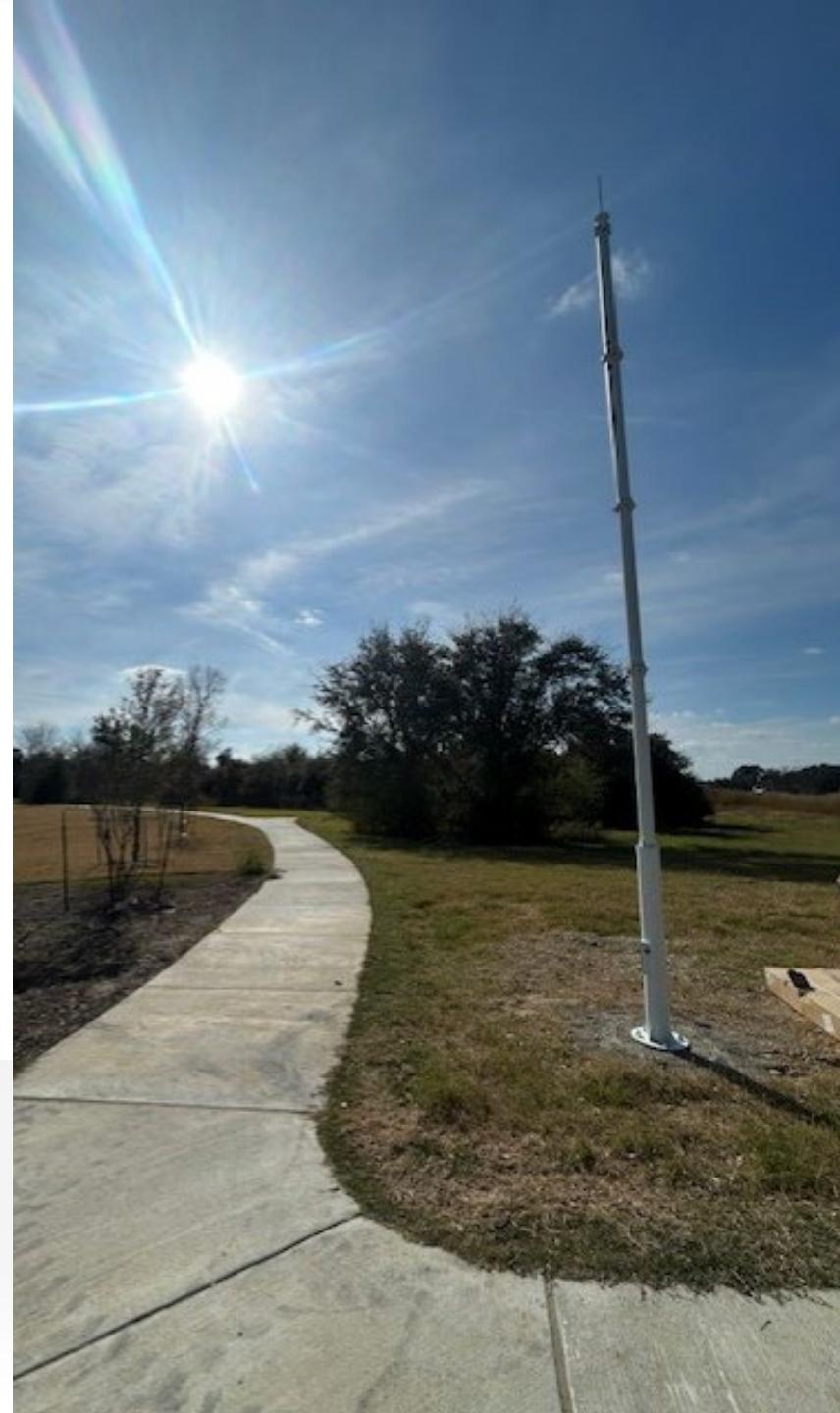
- Interlocking 15' poles
- Affixed to a 4'x4' concrete base
- Installed to improve safety, deterrence, and response capability



Camera Poles Installed in Field



Completed Camera Pole



Camera Coverage & Location

- Solar-powered public safety camera
- Covers open field, walking paths, and park perimeter
- Live and recorded video accessible by authorized police personnel
- Installed to improve safety, deterrence, and response capability





Camera Coverage & Location

- Solar-powered public safety camera
- Covers open field, walking paths, and park perimeter
- Live and recorded video accessible by authorized city personnel
- Installed to improve safety, deterrence, and response capability



Camera Coverage & Location

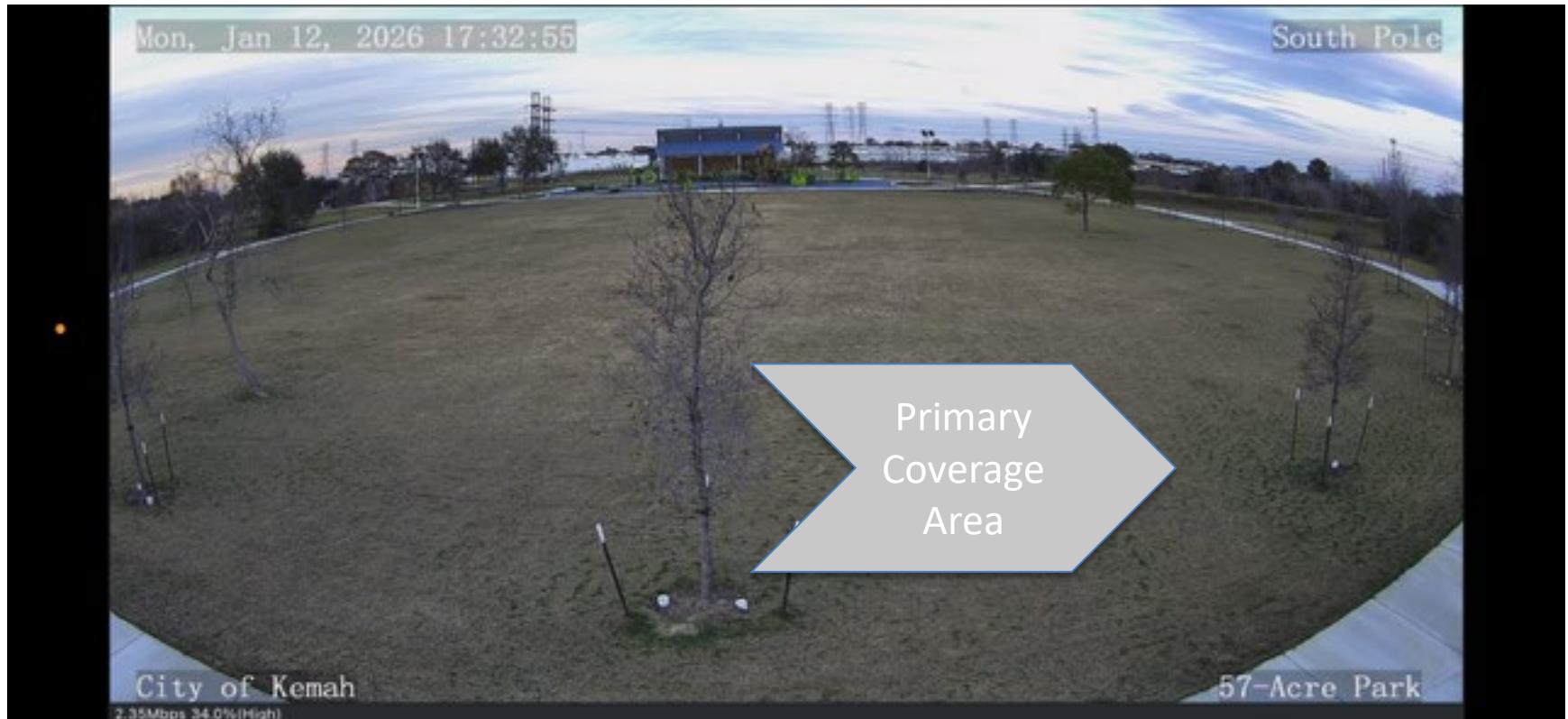
- Solar-powered public safety camera
- Covers open field, walking paths, and park perimeter
- Live and recorded video accessible by authorized city personnel
- Installed to improve safety, deterrence, and response capability

Camera Field of View Map – 57-Acre Park



- Camera positioned to monitor open field, walking paths, and nearby activity areas
- Coverage supports proactive patrol, incident review, and special event monitoring
- Field of view optimized to balance public safety needs and privacy considerations

Camera Coverage Map – 57-Acre Park

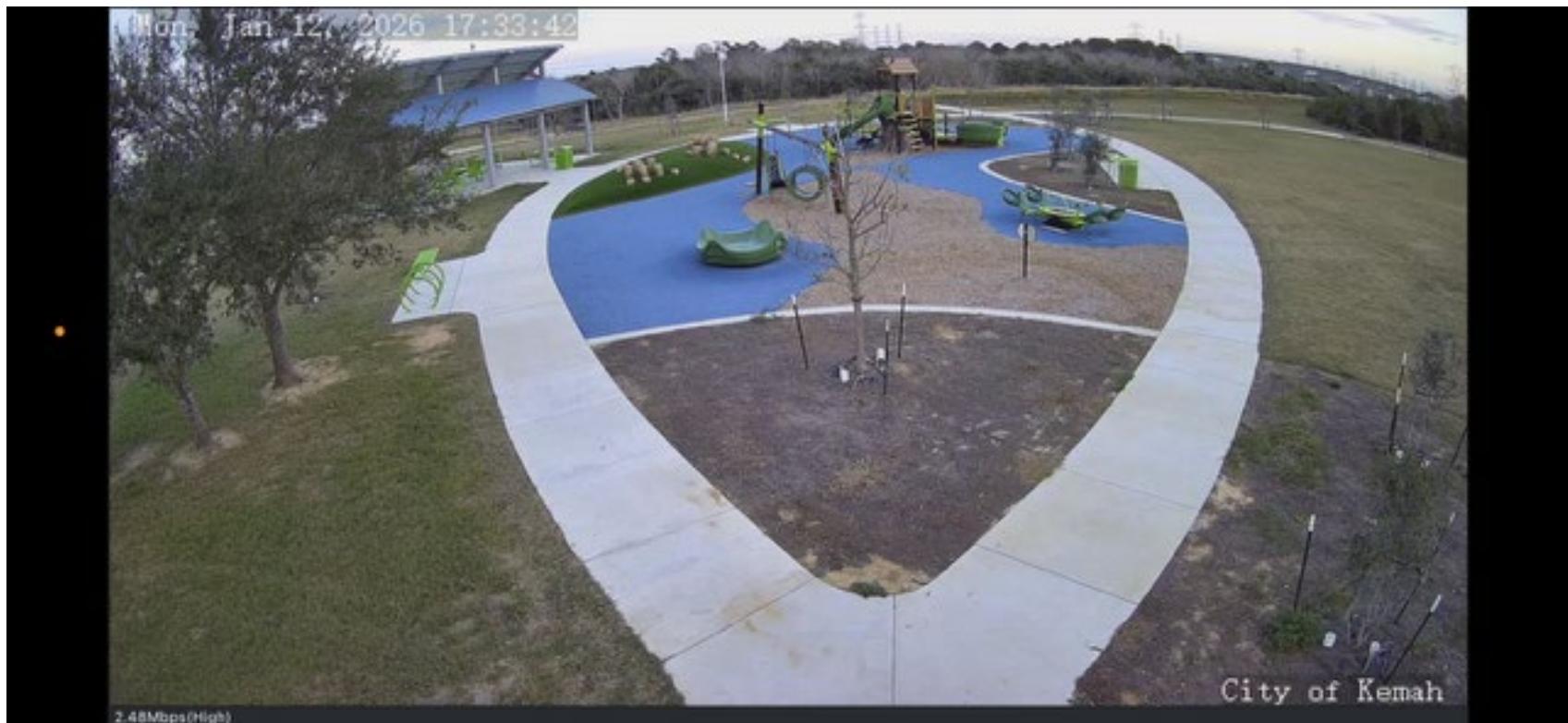


- Camera positioned to monitor open field, walking paths, and nearby activity areas
- Coverage supports proactive patrol, incident review, and special event monitoring
- Field of view optimized to balance public safety needs and privacy considerations



Live Camera View – 57 Acre Park

Live Camera View – 57 Acre Park



Live Camera View – 57 Acre Park



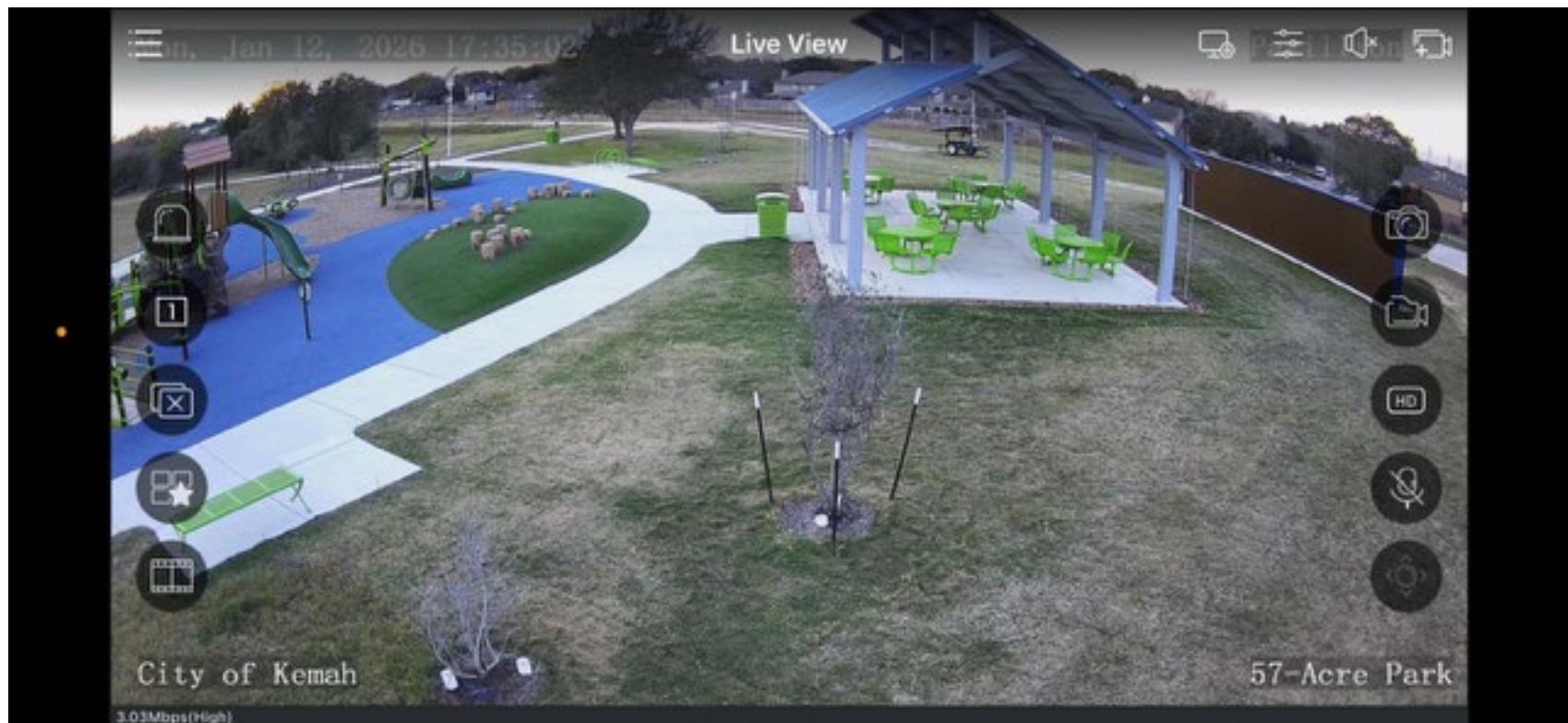
Live Camera View – 57 Acre Park



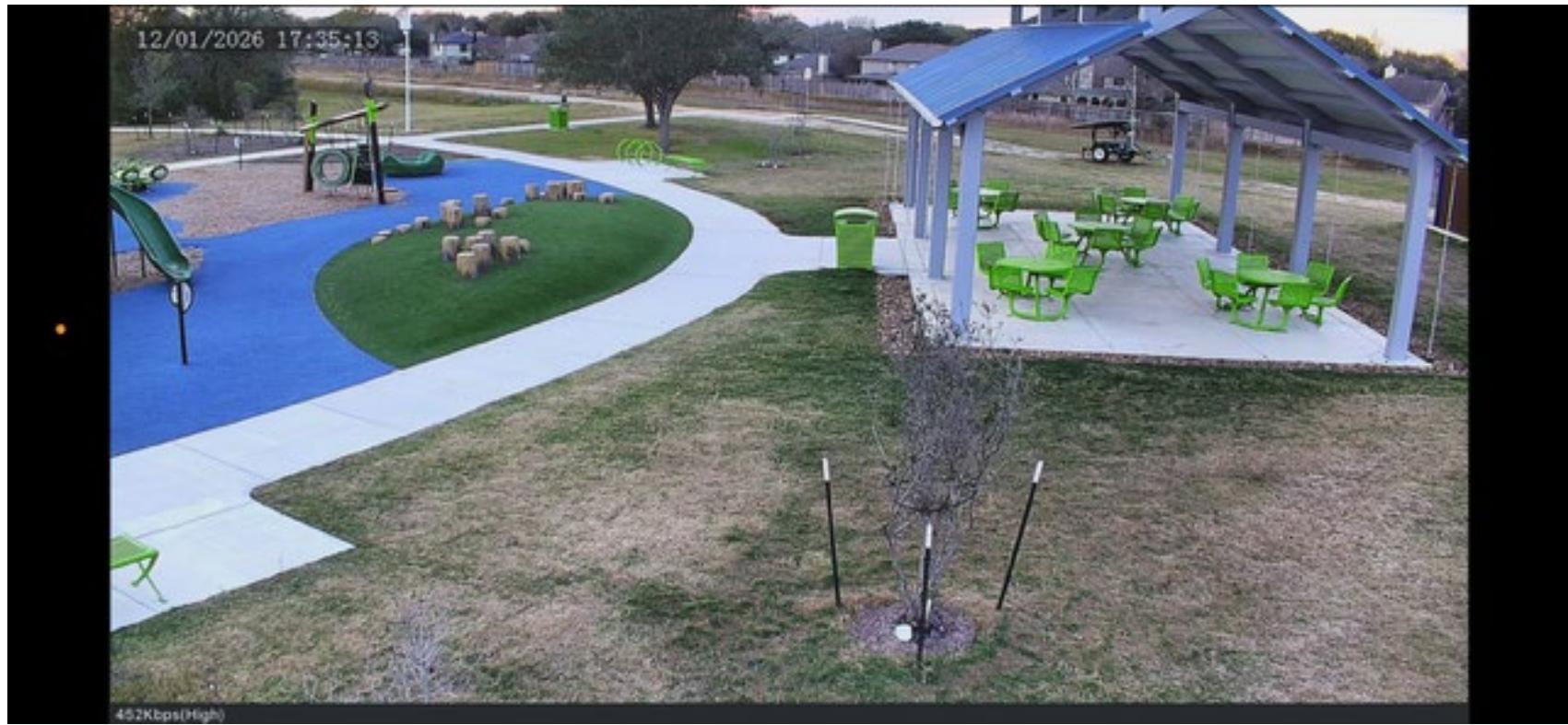
Live Camera View – 57 Acre Park



Live Camera View – 57 Acre Park



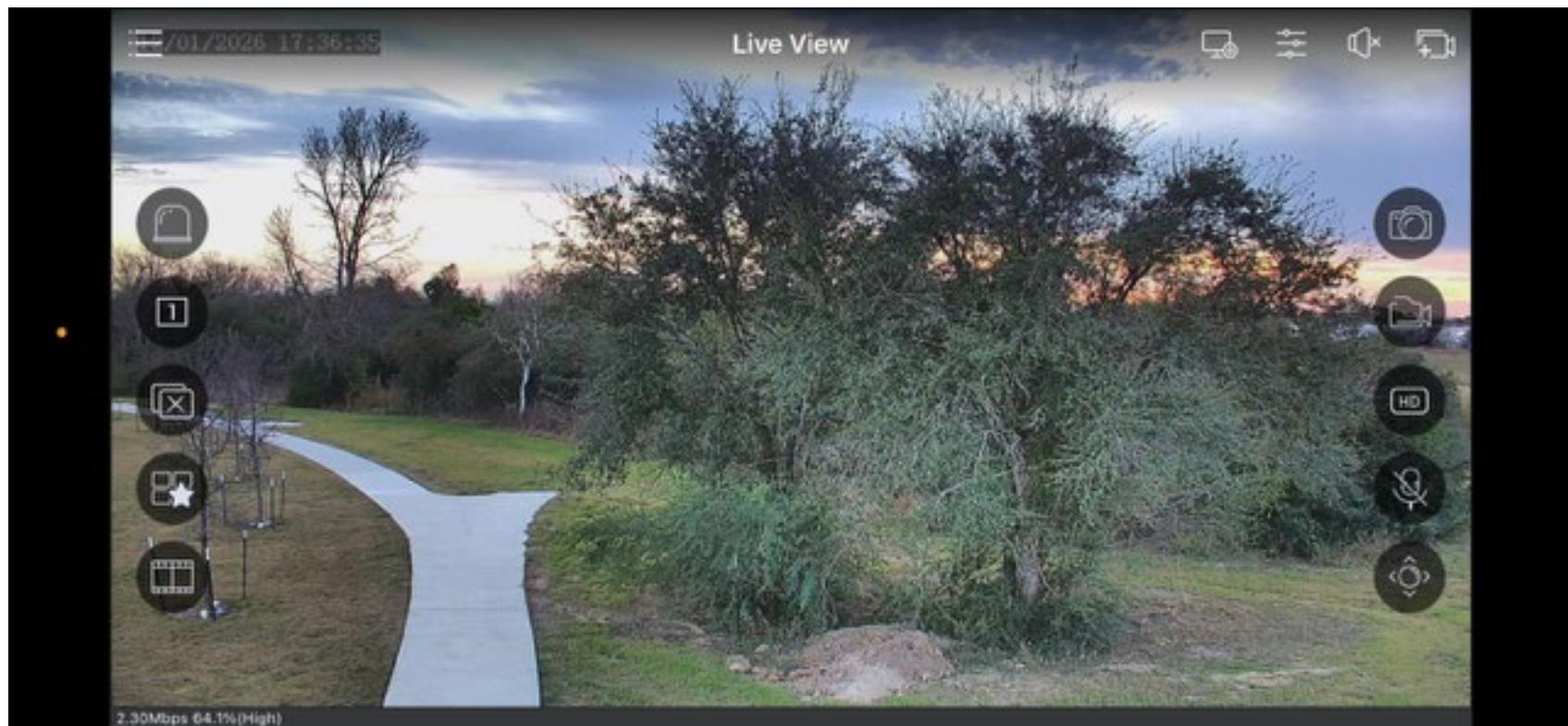
Live Camera View – 57 Acre Park



Live Camera View – 57 Acre Park



Live Camera View – 57 Acre Park



Live Camera View – Low Light



Live Camera View – 57 Acre Park



Live Camera View – 57 Acre Park



Live Camera View – 57 Acre Park

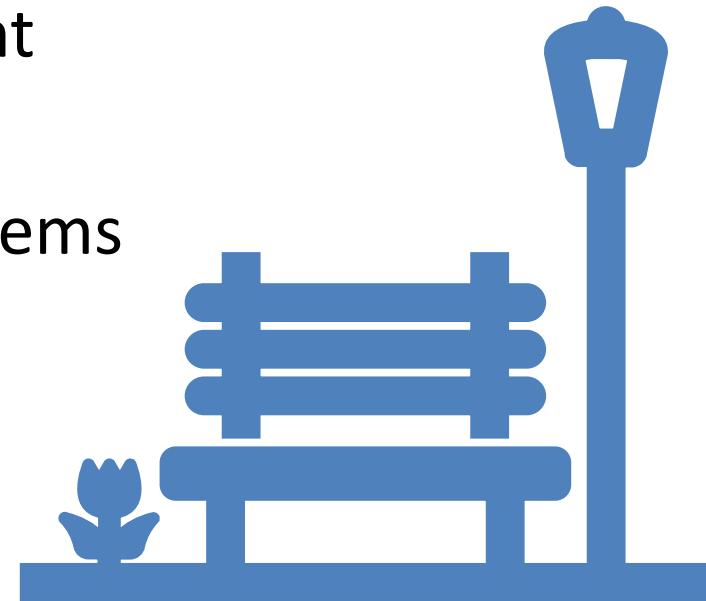


Purpose & Relevance

- Enhances public safety and situational awareness at 57-Acre Park
- Provides real-time and recorded video coverage of high-use areas
- Supports police response, investigations, and special events
- Solar-powered system minimizes infrastructure and operating costs
- Part of a broader infrastructure upgrade and crime prevention strategy

Special Recognition and Thank You

- Kemah Public Works
- Kemah Police Department
- KCDC Board Members
- Tyler Sewell: Nomad Systems





Item Number

8.A

Title

Approval of Minutes for the 12/16/25 KCDC Regular Meeting

Submitting Department

City Secretary

Funding Source

Not Applicable

Attachments:

[MIN 12-16-25 KCDC Regular Meeting.pdf](#)



**KCDC REGULAR MEETING
MINUTES**

December 16, 2025
6:00 PM

Darren Broadus - President (Position 1)

Darren Broadus	Shawn Williamson	Jacquelyn Wieland	Tom Linklater	Ryan Hvitlok	Reé Allen	Dustin Oliver
KCDC Position 1	KCDC Position 2	KCDC Position 3	KCDC Position 4	KCDC Position 5	KCDC Position 6	KCDC Position 7

1. Call to Order and Certification of a Quorum

KCDC President Darren Broadus called the Kemah Community Development Corporation (KCDC) Meeting to order at 6:00 p.m. in the Council Chambers in Kemah City Hall. Present were Board Members Jacquelyn Wieland, Reé Allen, Shawn Williamson, and Dustin Oliver. Board Members Ryan Hvitlok and Tom Linklater were absent, and President Broadus declared a quorum.

2. Invitation to Address Board

(The subject matter of any comments under this agenda item shall be limited to items on the agenda. The privilege of speaking at this time is limited to the following persons: residents in the City of Kemah, persons having an ownership interest in property within Kemah, or a business located within its jurisdiction, or their attorney(s). A statement of no more than 2 minutes may be made. There will be no yielding of time to another person. State law prohibits KCDC board members from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire KCDC board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from the meeting. This section will be limited to a total time limit of 15 minutes, unless extended by the President of the KCDC board.)

None

3. Proclamations, Presentations, Awards, and Community Spotlight

4. Board Members' Comments and Announcements

Announcements concerning items of community interest. No action will be taken.

Board Member Shawn Williamson

- None

Board Member Jacquelyn Wieland

- Merry Christmas

Board Member Ree Allen

- Term Expiration
- Replacement for Small Business Committee

Board Member Dustin Oliver

- Merry Christmas

5. President's Comments and Announcements

Announcements concerning items of community interest. No action will be taken.

- Merry Christmas

6. City Administrator Report

Announcements concerning items of community interest. No action will be taken.

7. KCDC Executive Director Report

Announcements concerning items of community interest. No action will be taken.

7.A. Reminder of Time to Comment on Declared Project: Gateway "Linear" Park KCDC Executive Director

7.B. World Cup Draw Event Recap KCDC Executive Director

7.C. Business Community Engagement Kickoff Event (Industry Pods and Resource Fair) KCDC Executive Director

7.D. Update on 501C3 Filing KCDC Executive Director

8. Consent Agenda

8.A. Approval of Minutes for the 11/18/25 KCDC Regular Meeting City Secretary

Motion: **To Approve**

Made By: **Member Dustin Oliver**

Seconded By: **Member Ree Allen**

Vote: **Motion Carried unanimously by all Councilmembers present.**

9. Consideration and Possible Action Items

9.A. Consideration and Possible Action to Open the Application Process for Appointments to the KCDC Board January 1, 2026 through February 5, 2026: City Secretary

- **Position 4**
- **Position 5**
- **Position 6**
- **Position 7**

No Action Taken

Staff Directive- Current members can send an email to formally declare their interest in maintaining the position they hold.

9.B. Consideration and Possible Action to Award a Vendor Contract for Strategic Plan KCDC Executive Director

Motion: To Approve with collaboration with Cesar Garcia to get closer to a reasonable number

Made By: Member Jacquelyn Wieland

Seconded By:

Vote: Motion Failed for Lack of Second unanimously by all Councilmembers present.

Motion: To Discuss in Executive Session

Made By: Member Dustin Oliver

Seconded By: Member Ree Allen

Vote: Motion Carried unanimously by all Councilmembers present.

Motion: To Approve the City Administrator to proceed forward with the negotiations with the selected vendor

Made By: Member Jacquelyn Wieland

Seconded By: Member Ree Allen

Vote: Motion Carried unanimously by all Councilmembers present.

10. Executive (Closed) Session(s)

President Broadus adjourned the regular meeting to proceed with the closed sessions at 6:17 PM

Board Member Dustin Oliver requested Item 9B moved to executive session for discussion.

10.A. Texas Open Meetings Act, Section 551.087 Government Code – KCDC Executive Deliberations Regarding Economic Development Negotiations Director

11. Action Item(s) From Executive Session(s)

President Broadus reconvened the regular meeting at 7:02 PM

11.A. Consideration and Possible Action Regarding Economic Development Negotiations KCDC Executive Director

No Action Taken

12. Adjournment

There being no further comments, the meeting is adjourned at 7:03 PM.

Meeting End Time: 7:03 PM

Date: _____

Approved: _____
Darren Broadus, President

Attest: _____
Natasha Hinton, City Secretary

Virtual Meeting Information

[Meeting Live Stream Link](#)



Item Number

9.A

Title

Consideration and Possible Action to Move the 02/17/26 KCDC Regular Meeting to a 02/10/26 KCDC Special Meeting

Submitting Department

City Secretary

Background/Recommendation

Council Member Darren Broadus and City Administrator Cesar Garcia will be attending a conference during the normally scheduled KCDC meeting on 02/17/26.

Funding Source

Not Applicable



Item Number

9.B

Title

Approval of Contract Award for RFP, Sealed Bid Project 2025-04 - Professional Grant Planning Services for Kemah 2040 Strategic Plan to Collaborate PM, LLC.

Submitting Department

KCDC Executive Director

Background/Recommendation

KCDC Approved release of RFP for these services at the October 21, 2025, meeting.

Funding Source

Funds are available from Account #

Attachments:

[Kemah Strat Plan revised proposal 12 16 25.pdf](#)

[Request for Proposal - Kemah Strategic Plan.docx](#)

[Strategic Plan Contract COK through 2040.docx](#)



Date: December 16, 2025
To: Cesar Garcia
Address: 1401 Hwy 146, Kemah, Texas, 77565

RE: WORK PROGRAM CLERIFICATIONS (Itemized scope)
Request for Proposal. Planning Services for City of Kemah Strategic Plan (Bid No. 2025-04)

The project is anticipated to begin in February 2026, consistent with the City's schedule.

Our revised work plan is based on building upon the significant planning efforts the City has already undertaken, including relying on:

- Existing Market data and or Data provided by the city of Kemah. VE engaged in a 3rd party.
- Relying on the current Parks Master Plan, findings including current revitalization initiatives.
- Excluded 3rd party landscape Consulting . (Collaborate architect will advise internally on public realm hardscape/landscape considerations as needed)
- Excluded 3rd party Civil Engineer Consultant. . (Collaborate architect will advise internally on public realm considerations as needed)

Fee Proposal (Schedule of Values)

Our current Work Plan consists of five core strategic planning tasks, including:

1. Kickoff & Discovery – Identify primary goals & objectives ----- \$7000
2. Visioning

3. Community Outreach & Engagement. ----- \$8240
4. Actionable Land Use Planning (excludes traffic studies)

5. Preparation of the Final Plan outlining the vision, goals, & key----- \$4740

Actional steps to move forward with Development.

TOTAL FEE \$19,980.00*

*Excluding reimbursable expenses and additional services listed below

Additional Services

- Landscape consultant \$5000
- Civil Consultant \$6000
- 3rd Party Market data \$1000
- Social Economic Infrastructure Planning \$4560
- Financial & Public Private \$6200

Request for Proposal (RFP) for Professional Planning Services - Cover Letter

October 22, 2025

Dear Service Providers:

Attached is a copy of the City of Kemah Request for Proposals ("RFP") for professional planning services for City of Kemah Strategic Plan. These services are being solicited to assist the City of Kemah in its completion of its Beacon 2040 Strategic Plan. Service providers may submit proposals for any or all activities listed in the attached Specifications. Multiple contracts may be awarded as a result of this solicitation. The City of Kemah will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts. The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to www.bids.cityoflamarque.org The deadline for submission of proposals is 10:00 a.m. January 8, 2026. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of Kemah reserves the right to negotiate with any and all service providers submitting timely proposals. The City of Kemah is an Affirmative Action/Equal Opportunity Employer. Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

Cesar Garcia
City Administrator

RFP for Professional Planning Services

The City of Kemah is seeking submittals for well-qualified professional planning services related to the development of a “Beacon 2040” Strategic Plan. The plan should serve as a guide to meet the challenges and opportunities of today and the future of Kemah.

The following outlines the RFP:

1. Project Information General Description: The City of Kemah, Texas is requesting submittals for professional planning services related to the development of a “Beacon 2040” Strategic Plan for the City of Kemah. The City is seeking qualified consultants with experience in community engagement; land use and infrastructure planning, and municipal analysis. Scheduled Time Frame The work is scheduled to begin in February of 2025. The City reserves the right to extend and/or expand the scope of this contract, subject to Kemah Community Development Corporation (KCDC) and/or City of Kemah approval and additional funding availability. Project Budget for each portion of the project will be determined by the City in the preliminary stage, with an option to proceed with each portion of the project determined by the City, KCDC, City Administrator, or designee, as applicable.

2. Introduction Community Description: The City of Kemah is strategically positioned in Galveston County and bordering Harris County in the Clear Lake Bay Area. Kemah is the one of the fastest growing and most vibrant city in the County with an estimated population of 2,000, an area of 2.25 square miles and boasting Gateway Access from SH 146, FM 518, FM 2094, and SH 96. Citizens enjoy easy, breezy coastal living, abundant housing options and the lure of being a touristic destination. Kemah is a sportsman’s paradise and offers access to world-class medical, travel and entertainment options. Citizens and visitors enjoy many special events during the year including 10K’s, Fireworks Shows, Christmas Tree Lighting, Boat Parades, and regular markets to name a few. For business, Kemah offers prime state road frontage, creative incentives, an abundance of commercial property, a budding downtown revitalization, and build-to-suit opportunities. Citizens and visitors also enjoy easy access to State Highways 96 & 146, Farm Roads 2094 & 518. Kemah is the Gateway to the Bay and the Hub of the separating Galveston & Harris Counties.

Development Patterns & Context: The City of Kemah is operating under a Council-Manager form of government. The Kemah Wal-Mart, for example, draws residents from the entire south Galveston County region including Texas City, Dickinson, Clear Lake Shores, and across the pond from Nassau Bay, Seabrook, Shoreacres, and others . Qualified businesses located in the Kemah Enterprise Zone may qualify for a variety of local and state incentives including certain tax reductions and refunds, and regulatory relief. A healthy balance of community dynamics, a rebounding national economy and a

steady flow of funding are allowing the City to make substantial progress in the fight against blight and promote restoration efforts in some of Kemah's most historic & vibrant neighborhoods. Residential revitalization isn't a new concept - City Council, Kemah Economic Development Corporation and City staff have been working on revitalization efforts for more than a decade. The difference is that now, Kemah's landscape is changing. It is changing for the better. Historic downtowns across America have been witnessing a revival of sorts. Many generations, both young and old, are becoming increasingly attracted to walkable, urban environments in which to live, shop, work, interact and be entertained.

3. Scope of Work Objectives: The primary objective is to provide a Plan based on extensive community engagement that will guide decisions by city leaders, developers, business owners, and citizens. The Plan will examine the challenges and opportunities and provide strategies to address both in the future. Envisioned as a policy guide for the City, the Plan will serve as the framework for current and future planning initiatives. The Plan will spur and direct Kemah's growth and redevelopment. As envisioned, the scope of work for this proposal will primarily consist of, but not necessarily be limited to the following tasks:

- Get to know City Operations and Information
- High-level review of existing planning documents, City of Kemah organizational information, budget information, City ordinances, and other related documents available on the City's website to understand current strategies and assess how or if they should be included in the Beacon 2040 Strategic Plan. Such information may include its finances, infrastructure, staff, demographics, socioeconomic, education, business development, housing, arts, culture, history, recreation, natural features, geography, entertainment, and technology.
- Meet with City leaders, community members, and stakeholders to gain a working knowledge of the history, vision, and values of the community.
- Understand existing programs and partnerships to serve as a baseline to identify service gaps and opportunities for delivery options, partnerships, and collaborations.
- Facilitate a community visioning process.
- This process may consist of public meetings, stakeholder group sessions, outreach forums, online survey(s), social media, information booths at local events, discussions with City staff, innovative approaches and other appropriate outreach deemed necessary to achieve robust input from this diverse community. These sessions should include a public education component and be considered an important component of community building and civic engagement beyond just the scope of developing a plan.
- Coordinate a community visioning process with the City's leadership to develop a work plan of activities and communications. The work plan shall include an online presence for this project to promote public involvement that is critical to the success of the

process, and similar materials suitable for public distribution and outreach. The leadership team will guide project direction and oversee planning activities.

- Facilitate the creation of the vision statement for the City of Kemah for 2050 based on the analysis of the community visioning process.
- Develop a clear set of goals, action steps and policy statements that define the priorities and vision articulated by citizens and clarify how these goals will be achieved.
- Recommend ways in which the City can be structured to best fulfill the goals and action steps to operate effectively and efficiently to maximize citizen services and sustain these services at a high level.
- Draft a final plan document for review and presentation of the plan to the broader community. Participate in the review and refinement of this document.
- Facilitate the development of performance metrics key indicators and outcomes that can serve as a basis for performance measures for the organization.
- Produce a workable planning document that has broad citizen support, clearly outlines the community vision, and identifies clear policies, goals, and action steps necessary to achieve the community's vision.
- Facilitate the development of a process to keep Boards and Commissions involved and engaged in identifying potential strategic initiatives that support goals and tasks, including use of City Council and Board and Commission meetings to handle strategic discussions, feedback loops, newsletters, and regularly scheduled reviews and reports.
- Facilitate the development of a process that keeps City employees involved and engaged in implementing strategic initiatives that support goals and tasks, including focus groups, departmental plans, annual work plans, feedback loops, newsletters, regularly scheduled reviews and reports.
- The selected professional planning service shall provide regular progress reporting and will closely coordinate its planning services schedule with the City and its designated project management personnel. The professional planning service shall be required to provide a primary point of contact to the City for the duration of the project and shall be expected to attend regular project status and management meetings. The professional planning service shall provide monthly progress reporting and forecasting of future phases of the project. The final Plan shall be comprehensive and internally consistent. It will provide long range policy direction for land use, mobility, housing and neighborhoods, community facilities and infrastructure, fiscal sustainability, and hazard mitigation. Ultimately, the Plan will express the community's vision and guide the manner in which development and redevelopment occurs. It will serve as the renewed 'blueprint' for growth as determined by the residents, business owners, stakeholders, and community leaders of Kemah.

General Requirements The Consultant(s) will have overall responsibility for the creation of the Plan, lead the project, and be responsible for the timely completion of the project. All work shall be completed in accordance with applicable City standards and within the agreed upon timeline. This includes, but is not

limited to, preparing and maintaining a detailed project timeline, conducting inclusive and innovation community engagement, leading public hearing(s) and workshops/study session presentations, conducting technical analysis with subsequent recommendations for the Plan, and document and website creation. While creative design is encouraged, all documents related to the Plan shall be consistent with the City's branding standards and will be owned by the City. All materials, online and in print, must be able to be provided in English and Spanish. Plan Elements The following outline provides information related to the expected content for the Plan. The Consultant(s) shall take primary responsibility for the completion of these elements. The City encourages the Consultant(s) to take a creative approach to maximize the accessibility of the document and the potential for successful implementation of the recommendations.

- a. Introduction & Community Profile: The introduction will orient the reader to the community, history, general existing conditions, current and anticipated trends, demographics, as well as describe the goals and purpose of the planning process.
- b. Issues & Opportunities This element provides a summary of planning issues and opportunities. It may include evaluation of City infrastructure, development patterns, growth models, traffic patterns, and economic needs.
- c. Guiding Principles Guiding principles will reflect and summarize a shared vision for Kemah over the coming decades. Goals and initiatives for each plan element will also be developed.
- d. Land Use This element will describe the land use history of the City and identify the type and intensity of current land use. It will recommend the future distribution, location, and interrelation of public and private land uses. This element shall identify target areas for new development and redevelopment. Recommendations will inform land use and development decisions, economic incentives, capital improvement programs and service delivery. Consultant(s) should also consider the benefits of healthy communities with increased walkability, connectivity, and land use patterns that facilitate mobility.
- e. Fiscal Sustainability This element will assess the relationships between the City's revenue and expenditures, land use, mobility, infrastructure, neighborhood health, and economic development trends. Consultant(s) develop revenue maps and model future development patterns. The models and associated analysis will assist the community in understanding the relationships between land use, tax revenues, and long-term infrastructure and service costs. The analysis will include an assessment of land uses that negatively impact the City's fiscal sustainability. This element will also include recommendations for maintaining a fiscally balanced growth pattern and maximizing efficiency in infrastructure and service delivery.
- f. Mobility & Connectivity Consultant(s) will inventory and analyze various

transportation modes and connectivity with attention to the needs of various socio-economic groups. This element will also examine regional transportation initiatives and the impact, if any, on the City. Recommendations should provide for increased mobility and access for all socio-economic groups in the City.

g. Housing and Neighborhoods. This element will address the needs of present residents and those individuals and families anticipated to reside in the City in the future. It will present strategies to ensure that housing opportunities are provided within diverse high-quality neighborhoods that are safe and amenity rich.

Recommendations should support housing at various densities and prices, reinvestment in the existing housing stock and the sensitive development of new housing within the fabric of existing neighborhoods.

h. Parks and Recreation & the Natural Environment The Consultant(s) should incorporate the on-going Parks Master Plan, 57 Acre Nature Facility Plan, & Linear Park Plan and suggest how the proposed plan elements will be coordinated.

i . Environment The Consultant(s) will evaluate the City's environmental resources, natural habitat, open space, and related resources. This element will suggest initiatives to improve the natural environment and promote sustainability.

j. Community Facilities & Infrastructure. This element focuses on the public's investment in the design, development and delivery of services and programs. It will assess publicly owned buildings, properties and land in light of present and future needs. The Consultant(s) shall address the provision of utilities and the maintenance of infrastructure to serve existing and future land uses.

k. Hazard Mitigation Kemah is a coastal community located near to the Gulf of Mexico. Potential hazards include flooding, storm surge, tropical storms, sea level rise, and industrial accidents. The Consultant(s) should propose strategies to promote community resilience.

l. Community Character & Design. This element will examine Kemah as a unique place. It will recommend strategies to highlight Kemah's strengths and demand excellence in the physical appearance of the built environment without creating an undue burden. Where appropriate, this element will identify areas for specific urban design approaches.

m. Economic Development The City of Kemah Economic Development Corporation recently completed a Strategic Plan (2015-2022). The findings and recommendations shall be integrated into this Plan. This element will also specifically address development types, lifestyle amenities, policies, and approaches.

n. Redevelopment/Reinvestment This element will provide guidance to the City as an older industrial suburb. Key issues to be considered include more intense development of vacant lots; teardown/rebuilding current locations; increasing

market demand for housing in single-family neighborhoods; and other issues pertinent to mature communities. Redevelopment of industrial, institutional, and commercial areas should also be considered. Findings from other elements related to redevelopment may be incorporated to support recommendations.

o. Implementation Plan Policies and initiatives included in the Plan shall be realistic and presented with measurable benchmarks. Community Engagement Plan Working with the City and other local partners, the Consultant(s) shall develop a robust community engagement plan to foster meaningful participation and facilitate equitable participation within the community. A CEP is a required deliverable. The CEP will be designed to:

- Ensure that a clear and responsible community engagement process is implemented;
- Involve a range of approaches and strategies to meet the diverse needs of Kemah's citizens and stakeholders;
- Convey to residents and stakeholders how they can most effectively participate at each state of the planning process;
- Provide opportunities to increase awareness of the Strategic Plan; and
- Build a common understanding of ongoing long-range planning in the City. The CEP will be a working document.

As the planning process progresses, specific outreach approaches will be finalized and other updates will be made as necessary.

Project Management and Coordination

The Consultant(s) shall prepare, submit, and administer a project management plan that specifies a schedule of work; defines the roles and responsibilities of the Consultant(s) and City staff; and identifies specific work tasks, milestones, and community-engagement activities.

Deliverables

The Consultant(s) will develop and deliver a professional Strategic Plan that accomplishing the objectives of the study and meeting the stated needs of the City. The final plan shall be practical and implementable. It shall provide clear direction for development policy decisions, City services, and City projects in the coming years. The deliverables and expectations are as follows:

- Strategic Planning Process Components
- Community Engagement Plan (CEP) - At a minimum, the Consultant(s) shall create and execute a community engagement plan that is approved by the City.
- Data inventory and analysis of community indicators including but not limited to demographics, land use, mobility, housing, community facilities, infrastructure,

capital improvements and municipal fiscal basis.

- Rational projection of community indicators based on the regional, national, and international context.
- Online engagement platform to present opportunities, events, activities, and Plan progress.
- Integration of existing and forthcoming plans including the Economic Development Strategic Plan and Parks Master Plan
- Use and promotion of City branding
- Renewed and widely-shared vision for the City of Kemah
- Analysis of current City development regulations and policies in relation to the guiding principles to contribute to implementation recommendations
- Interim draft documents of plan elements submitted to the City Manager for review, comment, and approval
- Implementation Plan -At a minimum the implementation plan shall:
 1. Identify recommended projects, programs and policies, and describe their scope
 2. Estimate project costs based on commercially available data with cost escalation projections over time (5-year, 10- year, 15-year)
 3. Identify potential partners and funding sources
 4. Provide realistic phasing and timelines for projects with potential project barriers and milestones per recommendation
 - Public Draft document presented to the City Manager, City Council, and Public
 - Final Draft document presented at a City Council hearing and before any other official body necessary to secure adoption of the Plan
 - Final Plan translation into Spanish and presented online to encourage continued interaction
 5. Proposed Cost of Services Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required. The specific projects and amounts are yet to be determined.
 6. Evaluation Criteria Qualification submittals will be evaluated using the criteria listed below to ascertain which submittal best meets the requirements of the City. The selection of a successful respondent shall be based on, but not limited to, the listed criteria and the quality and completeness of the submission. The

factors to be considered during the evaluation and the associated weights are listed in the following table/list.

Evaluation Criteria Points	Project Work Program and Schedule
20	Project Organization and Management
20	Qualifications and Experience
15	References (provide at least three relevant references)- References may be contacted
15	Context- Demonstrated understanding of the City's unique challenges, opportunities, and success statement
10	Community Engagement Approach
10	Staff Allocations and Level of Effort
10	Total Points Possible
100	

6. Submission Requirements

- A Statement of Conflicts of Interest(if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that The City of Kemah may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- Form CIQ,. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. Please electronically submit your proposal in pdf format via website _____ OR submit your proposal to the address below on a thumb drive OR submit 7 copies of your proposal of services and a statement of qualifications for the proposed services to the following address:

Attn: City of Kemah, Secretary,
1401 Hwy 146
Kemah, Texas, 77565.

Proposals must be received by the City no later than 10:00 a.m. on January 8th, 2026 to be considered. Any questions or requests for clarification must be submitted in writing via EMAIL to nhinton@kemahtx.gov at least 3 business days prior to the deadline. City may, if appropriate, circulate the question and answer to all service providers submitted proposals.

DRAFT

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of, Kemah Texas a Texas home-rule municipality, with its principal office at 1401 Hwy 146, Kemah, Texas, 77565 "CITY" and Collaborate PM, LLC., with its corporate office at 1206 Nance Street, Houston, TX 77002 hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I CONSULTANT AS INDEPENDENT CONTRACTOR

The CITY has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The CITY hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the CITY will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between CITY and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, a professionally planned strategic plan for the City of Kemah, Texas, as described in **Exhibit A**, which is on file with the City of Kemah Texas and incorporated herein (the "Project").

ARTICLE II SCOPE OF BASIC SERVICES

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in is Agreement.
- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the CITY, which are not included in the above-described Basic Services, will be negotiated in a separate transaction.

ARTICLE IV **TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, in accordance with the schedule attached as Exhibit D. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the CITY, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

ARTICLE V **COMPENSATION**

A. COMPENSATION TERMS:

1. “Subcontract Expense” is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. “Direct Non-Labor Expense” is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.
3. The fee shall be payable as follows:

Completion of Phase I :	\$ 7,000.00
Completion of Phase II:	\$ 8,240.00
<u>Completion of Phase III:</u>	<u>\$ 4,740.00</u>
TOTAL:	\$19,880.00

B. Nothing contained in this Article shall require the CITY to pay for any work which is unsatisfactory, as reasonably determined by the City Administrator or his designee, or which is not submitted in compliance with the terms of this Agreement. The CITY shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the CITY for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the CITY. The CONSULTANT shall not proceed to perform the services listed in Article III “Additional Services,” without obtaining prior written authorization from the CITY.

- C. ADDITIONAL SERVICES: For additional services authorized in writing by the CITY in Article III, the CONSULTANT shall be paid at a rate negotiated between the parties before the Additional Services are performed. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. PAYMENT: If the CITY fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the CITY, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the CITY to pay the late charge if the CITY reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The CITY will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Kemah, Texas 1401 Hwy 146, Kemah, TX, 77565 - Attn: City Administrator. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Kemah, Texas to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must reference the City of Kemah, Texas Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the CITY any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII CITYSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the CITY upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and CITY's use of these documents in other projects shall be at CITY's sole risk and expense. In the event the CITY uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII INDEMNITY AGREEMENT

THE CONSULTANT SHALL DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE CITY, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of Exhibit C which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X **ALTERNATIVE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI **TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the CITY within thirty (30) days after the date of termination. The CITY shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the CITY subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the CITY on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by the CITY shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII **NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Collaborate PM LLC
1206 Nance Street
Houston, TX 77002

To CITY:

City of Kemah, Texas
Attn: City Administrator
1401 Hwy 146
Kemah, TX 77565

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV **ENTIRE AGREEMENT**

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII **PERSONNEL**

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the CITY.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX **ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

ARTICLE XX **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – RFP for Professional Planning Services
Exhibit B – Consultant's Scope of Services Offer
Exhibit C – Consultant's Insurance Requirements
Exhibit D - Schedule

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

- B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Galveston County, Texas or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Southern District of Texas-Galveston-Division.
- C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Collaborate PM, LLC. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.
- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the CITY.
- E. The CITY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

ARTICLE XXII **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to CITY as an independent contractor, not as an employee of the CITY. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII **RIGHT TO AUDIT**

The CITY shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the CITY similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Kemah, Texas. The cost of the audit will be borne by the CITY unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the CITY'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV **Prohibition On Contracts With Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this agreement, Supplier certifies that Supplier's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXV **Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. *By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

ARTICLE XXVI
CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form with the contract name/number in the subject line to cgarcia@kemahtx.gov. (EX: Contract ABC/123 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

CITY (*Signature*)

(*Printed Name*)

(*Printed Title*)

(*Date*)

CONSULTANT (*Signature*)

(*Printed Name*)

(*Printed Title*)

(*Date*)



Item Number

9.C

Title

Consideration and Possible Action to Approve Transfer of Funds for the Purchase of New Equipment for Public Works

Submitting Department

Finance

Background/Recommendation

Council and KCDC budgeted for a new piece of machinery for Public Works. Council has approved the purchase of equipment. KCDC has agreed to pay half of said equipment.

Equipment price is \$214,400, KCDC portion is \$107,200.

Funding Source

Funds are available from Account # 06-510-9905

Attachments:

[Option A.pdf](#)

**Quote Summary****Prepared For**

CITY OF KEMAH
1401 HIGHWAY 146
KEMAH, TX 77565
Business: 281-334-1611

Prepared By

Doug Moore
King Ranch Ag & Turf
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
dmoore@king-ranch.com

Sourcewell Member #148091	Quote Id:	33617642
Sourcewell Contract #032525-ENG	Created On:	16 December 2025
Please make PO out to: King Ranch Ag & Turf & email to Doug Moore (dmoore@king-ranch.com) for order entry purposes.	Last Modified On:	23 December 2025
	Expiration Date:	23 January 2026

Equipment Summary	Selling Price	Qty	Extended
ENERGREEN ILF ASPEN FAST 7 BOOM 24' (Demo) - ASPEN042400223	\$ 203,001.00	X 1 =	\$ 203,001.00
ENERGREEN 31" GRAPPLE	\$ 11,399.00	X 1 =	\$ 11,399.00
Equipment Total			\$ 214,400.00
Trade In Total			\$ 0.00

Quote Summary	
Equipment Total	\$ 214,400.00
Trade In	
SubTotal	\$ 214,400.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 214,400.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 214,400.00



Item Number

9.D

Title

Consideration and Possible Action to Apply for TPWD Grant for Boating Access

Submitting Department

KCDC Executive Director

Background/Recommendation

This opportunity would help us pursue completion of Boat ramp aspects not to be covered by TXDOT repairs according to plans shared in the Gateway Park Master Plan.

Funding Source

Requires Budget Amendment to Transfer Funds

To Account #

Attachments:

[TPWD Boating Access Grant-1.pdf](#)

[TPWD Grant Deadlines.pdf](#)

[Recreation Grants](#) > Boating Access Grants

Boating Access Grants

Apply / Manage

[\[https://tpwd.texas.gov/grants/accessing-our-online-grant-management-systems\]](https://tpwd.texas.gov/grants/accessing-our-online-grant-management-systems)



Grant Deadlines

[\[https://tpwd.texas.gov/business/grants/recreation-grants/copy_of_grant-deadlines\]](https://tpwd.texas.gov/business/grants/recreation-grants/copy_of_grant-deadlines)

Contact Us

[\[https://tpwd.texas.gov/business/grants/recreation-grants/contact-us/staff-directory/boating-access-staff\]](https://tpwd.texas.gov/business/grants/recreation-grants/contact-us/staff-directory/boating-access-staff)

News / Media

[\[https://tpwd.texas.gov/business/grants/recreation-grants/news-media/current-news-releases\]](https://tpwd.texas.gov/business/grants/recreation-grants/news-media/current-news-releases)

About

The Boating Access Grant Program provides 75% matching fund grant assistance to plan and construct new, or renovate existing, public boat ramps that provide public access to public waters for recreational boating. The State Boating Access Program receives funding from the Federal Aid in Sport Fish Restoration Act. Funds for the federal program are derived from the federal gasoline tax generated by sales of gasoline for recreational motorboats and a federal excise tax on the sales of fishing tackle and trolling motors

Who We Fund

This grant program provides 75% matching grant funds for the planning and construction of public boat ramp facilities throughout Texas. Local government sponsors must make an application, provide the land, provide access to the proposed boat ramp, supply 25% of the planning and development costs, and accept operation and maintenance responsibilities for a minimum 25-year period.

Program assistance will be in the form of a Phase I – Planning grant and subsequently a Phase II – Construction Grant. The local sponsor must be willing to assume all maintenance responsibilities, including grass mowing and weed control, litter/refuse pick-up and removal, signage maintenance, security surveillance, plus necessary repairs and renovations, as needed, to insure public use and safety.

What We Fund

Phase I – Planning Grant

- Plans and specifications
- Environmental /cultural permits
- Texas Historical Commission permit
- USACE Permit
- Texas Department of Licensing Permit
- Other professional fees required to begin construction of eligible costs

Eligible Construction Costs include:

- Breakwaters
- Launching facilities such as ramps and boat lifts
- Loading docks
- Fish cleaning stations
- Restrooms
- Parking areas associated with the access facilities
- Camping facilities at areas accessible only by boat (must be accessible to motorboats)
- Access roads that lead directly to the boating access facilities
- Retaining walls to protect integrity of boat ramps and associated parking lots
- Dredging, stump removal, and aquatic weed control when part of the overall project

- Permanent Signage

When We Fund

Sponsors requesting assistance for new boating access facilities must submit a Phase I – Planning Grant application, up to \$250,000 in matching funds, to the Texas Parks & Wildlife Department and have it approved. Once planning activities are complete and FWS has issued a Notice to Proceed, organizations will be given an opportunity to submit a Phase II – Construction Grant prior to any construction activities for which assistance is requested. Recommendations to fund individual projects are typically announced sometime during May of each year.



This is a reimbursement program where the sponsor is required to initially pay for project expenditures which later are to be reimbursed by the State. It will be necessary for the sponsor to keep careful financial records and submit adequate proof of payment to receive reimbursement for eligible project expenditures. Due to the utilization of federal funds for this program, the State and subrecipients will be required to meet financial standards of The Department.

Phase II – Construction grants will be reimbursed up to a 95% of the grant amount until a final inspection and audit are completed. (5% of the grant amount will be withheld pending final inspection and approval of the project.).

[Recreation Grants](#) > Grant Deadlines

Grant Deadlines

Grant Program	Grant Ceiling	Annual Deadline
Boating Access (Planning Grant) [https://tpwd.texas.gov/business/grants/recreation-grants/boating-access]	\$250,000	February 2
Boating Infrastructure	Competitive	TBD
Clean Vessel Act (CVA) Grants [https://tpwd.texas.gov/business/grants/recreation-grants/boat-sewage-pumpout]	Competitive	December 1
Community Outdoor Outreach Program [https://tpwd.texas.gov/business/grants/recreation-grants/community-outdoor-outreach-program-co-op-grants]	\$100,000	November 1
Local Parks Urban Outdoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$1.5 million	August 1
Local Parks Non-Urban Outdoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$750,000	August 1
Local Parks Small Community Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$150,000	August 1
Local Parks Urban Indoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$2.0 million	TBD
Local Parks Non-Urban Indoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$1.5 million	TBD
Outdoor Recreation Legacy Partnership (ORLP) program [https://tpwd.texas.gov/business/grants/recreation-grants/orlp-grants]	\$15 million	April 15
Recreational Trails [https://tpwd.texas.gov/business/grants/recreation-grants/recreational-trails-grants]	\$300,000 (Non-Motorized) \$500,000 (Motorized/OHV)	February 2
Target Range Program (Planning Grant) [https://tpwd.texas.gov/business/grants/recreation-grants/target-range-grants]	\$250,000	February 2





Item Number

9.E

Title

Consideration and Possible Action to Approve Pursuit of TPWD Recreational Trails Grant Opportunity

Submitting Department

KCDC Executive Director

Background/Recommendation

If funded, the proposed proceeds would be for next phase(s) of 57 Acre Park.

Funding Source

Not Applicable

Attachments:

[TPWD Recreation Trails Grant Notice Summary.pdf](#)

[TPWD Recreation Trails NOFO.pdf](#)

[TPWD Grant Deadlines.pdf](#)

[Recreation Grants](#) > Recreational Trails Grants

Recreational Trails Grants

Apply / Manage

[\[https://tpwd.texas.gov/business/grants/accessing-our-online-grant-management-systems\]](https://tpwd.texas.gov/business/grants/accessing-our-online-grant-management-systems)



Grant Deadlines

[\[https://tpwd.texas.gov/business/grants/copy_of_grant-deadlines\]](https://tpwd.texas.gov/business/grants/copy_of_grant-deadlines)

Contact Us

[\[https://tpwd.texas.gov/business/grants/recreation-grants/contact-us/staff-directory/recreational-trails-staff\]](https://tpwd.texas.gov/business/grants/recreation-grants/contact-us/staff-directory/recreational-trails-staff)

News / Media

[\[https://tpwd.texas.gov/business/grants/recreation-grants/news-media/current-news-releases\]](https://tpwd.texas.gov/business/grants/recreation-grants/news-media/current-news-releases)

Applicant

Resources

[\[https://tpwd-](https://tpwd)

recgrants.intelligrants.com/Portal2.aspx?

[\] &sitID=16\]](http://recgrants.intelligrants.com/Portal2.aspx?&sitID=16])

TPWD administers the National Recreational Trails Fund in Texas under the approval of the Federal Highway Administration (FHWA). This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. The reimbursable grants can be up to 80% of project cost with a maximum of \$300,000 for non-motorized trail grants and a maximum award of \$500,000 for motorized (off-highway vehicle) trail grants (call 512-538-4427 for more information regarding potential motorized trail grants). Funds can be spent on both motorized and non-motorized recreational trail projects such as the construction of new recreational trails, to improve existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors.

THIS IS A SAMPLE BLANK APPLICATION FOR REFERENCE ONLY. DO NOT FILL OUT THIS FORM AND TURN IN WITH YOUR GRANT APPLICATION. USE ONLINE APPLICATION ONLY!

GENERAL INFORMATION

Instructions:

Prior to beginning this application, you must review the [Recreational Trails Program Guidance](#).

The Recreational Trail Grant Program provides up to 80% matching funds for publicly accessible recreational trail projects throughout the state of Texas.

DEADLINE

The application deadline is: Feb 2, 2026 5:00PM CST.

Once you've completed all of the documents associated with this application, you must submit it by the application deadline in order for it to be considered. For instructions on submitting your application see the RGO Quick Start Guide in 'Resources' area of this website [located HERE](#).

IMPORTANT!

SAM Registration / UEI (REQUIRED)

Sponsors: Visit the federal System for Award Management (SAM) online at <https://www.sam.gov> to register for a Unique Entity ID (UEI) or confirm that you already have a UEI. Full registration in SAM is not necessarily required, but you must have a UEI to apply for federal grant funds. Please make sure your UEI is reported on your organization's sponsor profile in RGO.

Application Documents to Review Before Completing the Application:

[Recreational Trails Grant Application Program Guidance](#)

[Recreational Trails Grant Application SAMPLE BLANK APPLICATION](#)

If you have questions regarding any part the application documents or processes, please contact us:

Chris Sheffield
Program Manager
512-389-8749

Chris.Sheffield@tpwd.texas.gov

Erick Hetzel
State Parks Trails Coordinator
512-389-8128

Erick.Hetzel@tpwd.texas.gov

Matt Fougerat
Grant Coordinator
512-389-8712

Matthew.Fougerat@tpwd.texas.gov

Erica Keller
OHV Program Coordinator
512-389-8230

Erica.Keller@tpwd.texas.gov

Zachary Hammons
State Parks Trails Coordinator
512-389-8743

Zachary.Hammons@tpwd.texas.gov

Technical Information and Support

If you need programmatic or technical support, please contact our office by phone (512-389-4822) or email (rec.grants@tpwd.texas.gov). Our normal hours are 8am-5pm, Monday through Friday.

Once you've completed all of the documents associated with this application, you must submit it by the application deadline in order for it to be considered. For instructions on submitting your application see the RGO 2020 Quick Start Guide in the 'Resources' area of this website [located HERE](#).

Once submitted, you can download your complete application, but you will NO LONGER be able to make changes to it. If you discover an error in your submitted application PRIOR to the deadline, contact Blake Powers at blake.powers@tpwd.texas.gov.

Paper copies of the application will not be accepted.

APPLICANT INFORMATION *This section is largely auto-populated from your organizational information.*

Sponsor Information

Name of Sponsor/Applying Entity:

Sponsor City:

Sponsor Address (Street):

Sponsor State:

Sponsor County:

Sponsor Zip Code:

Sponsor Phone:

Sponsor Fax (if applicable):

Tax ID #/Comptroller ID (if government entity):

Tax Exempt #/EIN (if Non-profit):

SAM - CAGE Code:

Unique Entity Identifier (UEI Number):

Primary Grant Management Contact for this Application

Application's Primary Contact: If primary contact is not shown in the dropdown menu, your Sponsor Administrator will need to add that person to this application (instructions for doing that can be found [HERE](#)). Primary Contact Information will populate below **after saving the page**.

Primary Contact Information

Primary Contact First Name:

Primary Contact M.I.:

Primary Contact Last Name:

Primary Contact Title/Position:

Primary Contact Address (Street):

Primary Contact City:

Primary Contact State:

Primary Contact Zip Code:

Primary Contact Phone:

Primary Contact Fax (if applicable):

Primary Contact Email:

Application Prepared By

Is the 'Primary Grant Management Contact' the person preparing this application for submission? *

Yes No

If no, please enter the preparer information below:

Application Preparer: If preparer is not shown in the dropdown menu below, your Sponsor Administrator will need to add that person to this application (instructions for doing that can be found [HERE](#)). Preparer Information will populate below after saving the page.

Are you the authorized official of the Sponsor entity for this application? Yes No

PRELIMINARY ACKNOWLEDGEMENTS, ELIGIBILITY CONFIRMATION, LEGAL INFORMATION

Instructions:

Required fields are marked with a red asterisk (*)

Preliminary Acknowledgements

I certify that I have fully read and understand the [Recreational Trails Grant Program Guidance](#) document prior to completing this application. *

Do you have your UEI? *

Yes No

Eligibility Information

Sponsor Entity Type: *

- City/County
- State Agency
- Federal Agency
- Other Governmental Body
- Not-for-Profit

If Not-for-Profit is selected, confirm you hold current 501c3 or Texas Not-for-Profit status. Upload Proof of Not-For-Profit.

Check All Eligible Project Activities that are part of this project: *

- Acquisition of Easements or Leases for Trail Corridors **CONTACT PROGRAM STAFF IF CHECKED**
- Acquisition of Property by Fee Simple Title for Trail Corridors **CONTACT PROGRAM STAFF IF CHECKED**
- Construction of New Recreational Trails
- Educational or Interpretational Signage

- Environmental Mitigation
- Renovation of Existing Trails
- Trail Accessibility Improvements
- Trail-head or Trail-side Facilities
- Trail Equipment

Project Must Be Maintained and Open to the Public

I confirm that this project, if funded, will be **maintained and regularly open to the public for 20 years or more** upon completion. *

Project Sponsor Must Be Able to Expend Funds Prior to Grant Reimbursement

I fully understand that this is a reimbursement grant program, and my organization must have its own funding to expend for the completion of grant elements prior to receiving reimbursement funds from TPWD. *

Briefly describe the **commitment to continued maintenance** for the proposed project. *

Please indicate who will be responsible for which operational and maintenance functions and how they will be funded (sustainability plan) (1000 characters or less):

Please describe the grant management experience of your staff and your plan to manage the programmatic and fiscal aspects of this federal trail grant. Include key staff names and past or current experience with TPWD grants or other grants (4000 characters or less): *

If funded, additional contacts will be needed in RGO. The following contacts can be edited later and do not need to be registered in RGO unless the project is funded:

Project Manager Name, Phone, and Email:

Fiscal Contact Name, Phone, and Email:

List any previous grants received from the Recreation Grants Branch specific to this Project site. If none, enter N/A. (1000 characters or less): *

Describe any non-compliance issues with any grant from the Recreation Grants Branch and provide a plan of action to remedy. Applicants in non-compliance may be considered ineligible for funding, depending on the severity of the issues. If none, enter N/A. (4000 characters or less): *

Legal Information

Proof of Ownership and/or Legal Control *

Describe the ownership of the trail corridor. If the land is currently in public hands, identify the name of the public land. If the land is not in the sponsor's ownership, include a statement of permission from the landowner to construct the trail project and keep it open to the public for 20 years. If land, easement, or other property interest will be acquired, describe how this will be accomplished. If acquisition in fee simple, include a statement of why easement was not possible. (4000 characters or less)

Upload any Documents related to proof of ownership, permission, and/or legal control, if applicable:

Describe any rights-of-way and/or easements at the Project site, if applicable (2000 characters or less):

PROJECT/SITE INFORMATION

Required fields are marked with a red asterisk (*)

General Project Information

Project Name: *

Project Site Information

County Name for proposed project location:

Texas **Senate** District Number for proposed project location (Not sure? Click [here](#)):

Texas **House of Representatives** District Number for the proposed project location (Not sure? Click [Here](#)):

US Congressional District Number for the proposed project location (Not sure? Click [Here](#)):

LATITUDE at trailhead or most prominent trail access point (as - or + ddd.ddddr). Not sure? Click [Here](#):

LONGITUDE at trailhead or most prominent trail access point (as - or + ddd.ddddr). Not sure? Click [Here](#):

Project Extent Geospatial Data (in Google KML) optional:

U.S. Census Tract "GEO ID" of Project Site (Not sure? Click [Here](#) to search for your 11-digit Census Tract GEONID):

Is the project site inside the boundaries of a Metropolitan Planning Organization (MPO)?:

If so, enter the name here. If not, leave blank. (Not sure? Click [Here](#)):

If the project is inside the boundaries of an MPO, enter the MPO ID. (Not sure? Click [Here](#)):

Physical Address of Project Site (or nearest intersection to the trail):

Site Map

This is to locate the trail for orientation purposes. The trail drawn on a park map or city map will suffice. *
Please make sure the trail corridor is clearly marked and label any identifying landmarks like the nearest road.
Upload *Site Map* Document:

Vicinity Map

This is to identify the general area within a county or large city. A sample is available [here](#). *
If multiple files, scan into one document and upload.
Upload *Vicinity Map* Document:

Site Photographs

If multiple files, scan into one document and upload.
Provide well-labelled, representative photographs of the Project Site.
Upload *Site Photographs* Document: *

Authorizing Resolution

See [Resources](#) for sample Authorizing Resolutions and a fillable version.

Upload *Authorizing Resolution* document: *

Is the proposed project location built on reclaimed land? *

Yes No

Is there any history of ground contamination at the Project Site? e.g. former landfill, gas station, illegal dumping, brownfield, etc. *

Yes No

If yes, describe contamination history (4000 characters or less):

PROPOSED PROJECT DETAILS

Proposed Project Summary and Details

Project Summary *

Please provide a brief summary of your project capturing only key essentials. Include any pertinent quantifiable metrics, e.g. "Renovation of 12 miles natural surface equestrian trail with bridge replacement and volunteer training." (or) "New .81 mile 10' wide multi-use concrete trail with retaining walls, benches, signs, bike racks and trailheads." Please include only pertinent details such as trail length, trail width, trail material and any additional amenities requested within the grant. (200 characters or less)

Project Description *

Please provide a clear and concise description of the proposed Project. Include a description of the trail length, width, surfacing, and configuration (loop, linear, network); trailhead and trailside amenities. Detail all work to be performed; any right-of-way or easements to be acquired; the relationship between project and any other work planned or existing; partnerships and/or community involvement; and educational/interpretive aspects of the project. (2000)

Project Use and Benefit *

Provide a brief description of the benefits of the proposed project in terms of the project's quality, geographic scope, recreational needs that are to be met and expected amount of trail use or population to be served. (2000)

Intended Uses: *

Motorized Non-Motorized Both

Existing Site Inventory

Select All that Apply. Briefly provide details of quantity, condition, other pertinent information (limited to 150 characters)

- Provisions for Disabilities
- Perimeter fencing or gated access
- Lighting Features

Signage:

- Directional/informational signage
- Educational/interpretational signage
- Lighting Features

Parking:

- Natural Surface
- Improved surface / paved
- Accessible parking spots
- Vehicle w/Trailer (equestrian or motorized)

Utilities:

- Electricity
- Water

Infrastructure (buildings that provide services)

- Restroom
- Visitor Center or interpretive space

- Maintenance Facility
- Accessible amenities
- Other, please specify
- None

Types of Intended Uses *

- All-Terrain Vehicles
- Bicycling
- Equestrian
- Four-wheel Drive Vehicles
- Hiking/Walking
- Jogging/Running
- Motorcycles
- Mountain Bicycling
- Provisions for Disabilities
- Skating/Skateboarding
- Wheelchairs
- E-Bikes
- Other, please specify

* Total Project Length (in linear feet):

* Average Trail Width (in linear feet):

* Total Project Length in Miles:

Is the intended Project for new trail construction, renovation of an existing trail, or for other amenities/infrastructure? (select all that apply) *

- New Trail
- Renovation of Existing Trail
- Both New Trail and Renovation of Existing Trail
- Other Amenities/Infrastructure (bathrooms, parking lots, trail signage)

New Trail Construction

Provide the length of the trail and designate whether the length given is in miles or feet. If not applicable, please enter N/A.

*

Renovation of Existing Trail

Provide the length of the trail and designate whether the length given is in miles or feet. If not applicable, please enter N/A.

*

Other Amenities / Infrastructure

Please identify any other amenities / infrastructure that are included in your grant budget. If not applicable, please enter N/A. (1,000 characters or less)*

Public Access

Access by the general public is a fundamental element of the Recreational Trails Program. Describe your plan for general public access, including the level of access that the general public will have to the site, the number of days per week, number of hours per day, whether public access is currently offered at the site, security concerns, and any other pertinent access information. (4000 characters or less) *

PROJECT BUDGET DETAILS

Project Cost Summary and Budget Narrative

Itemized Budget

- You must select SAVE after the entry of each line item, unit number, and unit cost so that the system may calculate the total cost.
- Enter whole dollar amounts for line items when possible. (i.e. round up to the nearest dollar)
- If it is not possible to enter a whole dollar amount for the price per unit (i.e. cost of labor will be \$22.55 an hour for a line item, etc.), please note that this form will automatically round the total cost of each line item entered UP to the nearest whole dollar upon save.
- Be sure to provide an itemized list of all activities to be undertaken and the cost of each activity. Provide as much detail as possible but combine similar materials into single line items (i.e., "trail tools", "3-in. asphalt surfacing with 6-in. road base course", etc.). You may provide additional detail in the narrative portion of the grant proposal or as a supporting document.
- Line items should be split 80%-20% except in-kind, volunteer labor, and similar match items that should be 100% sponsor costs.
- Use the most appropriate budget category for each item. Do not use "Other Direct Costs" unless your line items do not fit under any other budget category. Use "Labor" only for your own work force. Use "Construction Costs" for a contracted work force.
- Do not include ineligible budget items as your entire project may be removed from funding consideration.**

-Do not include ineligible budget items as your entire project may be removed from funding consideration.

NOTE: All fields below will calculate after you have saved this page.

<u>PROPOSED</u>	<u>APPROVED</u>

REQUESTED PERCENTAGE	0.00 %	0.00 %
----------------------	--------	--------

TPWD APPROVED PERCENTAGE (%) 0.00 % 0.00 %

Proposed - Total Itemized Project Costs - (both federal and matching funds):	
Proposed - Total Federal Funds Requested - (80% or less of Total Project Cost):	
Proposed - Local Match Amount - (20% or more of Total Project Cost):	

105

Proposed Method of Financing Sponsor's Share

Please describe the source of funds, donations, or in-kind contributions that will make up the Sponsor's match (at least 20%). You may include government appropriations; private donations of land, easement, cash, labor, materials and equipment; or in-house labor, equipment and materials (1,000 characters or less):

How will the development of the project be constructed/installed? *

- Contract
- Force Account
- In Kind
- Other Government Assistance
- Qualified Youth Corps
- Volunteers

In-Kind/Volunteer Match

Describe (1000 characters or less) the Methodology of financial value obtained for In-Kind/Volunteer

ENVIRONMENTAL IMPACTS

Required fields are marked with a red asterisk (*)

Floodplains and Wetlands

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

Wetlands: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Additional information on wetlands is available from the Texas Outdoor Recreation Plan (TORP) [Chapter 3-Wetlands](#).

Is any part of the Project area within a 100-year floodplain or include wetlands? *

Yes No

Provide a floodplain map delineating the floodplain/wetland area and identify the proposed Project area. [Click Here](#)
Upload *Floodplain/Wetland Map* Document: *

Environmental Impacts

Identify the level of any perceived environmental impacts. Describe the impacts based on the proposed development, and discuss any anticipated short- and long-term impacts of the project on the site. (4000 characters or less)*

ADDITIONAL OPTIONAL UPLOADS

Instructions: Please upload the items below, if you already have them. If not, you can proceed with submitting your application, but please note that some of them may eventually be required if your project is selected for funding:

Environmental Surveys (please scan all related documents and upload as single PDF)
Upload *Environmental Surveys* Document:

THC-SHPO Coordination (please scan all related documents and upload as single PDF)
Upload *THC-SHPO Coordination* Document:

Tribal Consultation (please scan all related documents and upload as single PDF)
Upload *Tribal Consultation* Document:

Final Design and Specifications (please scan all related documents and upload as single PDF)
Upload *Final Design and Specifications* Document:

Do you have additional supporting documents related to your proposal? If so, scan those documents into a single PDF, then upload.

Upload *Additional Supporting Documents*:

[Recreation Grants](#) > Grant Deadlines

Grant Deadlines

Grant Program	Grant Ceiling	Annual Deadline
Boating Access (Planning Grant) [https://tpwd.texas.gov/business/grants/recreation-grants/boating-access]	\$250,000	February 2
Boating Infrastructure	Competitive	TBD
Clean Vessel Act (CVA) Grants [https://tpwd.texas.gov/business/grants/recreation-grants/boat-sewage-pumpout]	Competitive	December 1
Community Outdoor Outreach Program [https://tpwd.texas.gov/business/grants/recreation-grants/community-outdoor-outreach-program-co-op-grants]	\$100,000	November 1
Local Parks Urban Outdoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$1.5 million	August 1
Local Parks Non-Urban Outdoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$750,000	August 1
Local Parks Small Community Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$150,000	August 1
Local Parks Urban Indoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$2.0 million	TBD
Local Parks Non-Urban Indoor Recreation [https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants]	\$1.5 million	TBD
Outdoor Recreation Legacy Partnership (ORLP) program [https://tpwd.texas.gov/business/grants/recreation-grants/orlp-grants]	\$15 million	April 15
Recreational Trails [https://tpwd.texas.gov/business/grants/recreation-grants/recreational-trails-grants]	\$300,000 (Non-Motorized) \$500,000 (Motorized/OHV)	February 2
Target Range Program (Planning Grant) [https://tpwd.texas.gov/business/grants/recreation-grants/target-range-grants]	\$250,000	February 2





Item Number

10.A

Title

Texas Open Meetings Act, Section 551.072 Government Code - Deliberations About Real Property

Submitting Department

City Administrator

Funding Source

Not Applicable



Item Number

11.A

Title

Consideration and Possible Action Regarding Deliberations About Real Property

Submitting Department

City Administrator

Funding Source

Not Applicable