

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Councilmember District 1
CHUCK ENGELKEN
Councilmember District 2



DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Mayor Pro-Tem
Councilmember District 5
MIKE CLAUSEN
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held December 14, 2015, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Kevin Gilmore, First United Methodist Church.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led Councilmember John Zemanek.
- 4. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 5. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a)** Consider approval or other action regarding the minutes of the City Council meeting held on November 9, 2015 - P. Fogarty
 - (b)** Consider approval or other action regarding a Resolution authorizing the sale of tax delinquent properties consisting of Lots 1,3-7,10,17-29,31 and 32, Block 1149 Town of La Porte; Lots 21 and 22, Block 2 Battleground Estates - K. Powell
 - (c)** Consider approval or other action regarding a Joint Exercise of Powers Agreement with National Joint Powers Alliance (NJPA) under cooperative purchasing program - C. Daeumer
 - (d)** Consider approval or other action regarding an Ordinance amending Chapter 66 "Taxation" of the Code of Ordinances of the City of La Porte, Texas by establishing an Ad Valorem Tax Freeze for residential homestead property owners in the City of La Porte, Texas who are disabled or 65 years of age or older - C. Alexander
 - (e)** Consider approval or other action authorizing the City Manager to enter into an agreement with the City of Houston Police Department to continue the assignment of a detective with the La Porte Police Department to the Internet Crimes Against Children Task Force (ICAC) - K. Adcox
 - (f)** Consider approval or other action regarding an Ordinance vacating, abandoning, and closing a portion of the N. 8th Street right-of-way, and retaining a public utility easement in said right-of-way - T. Tietjens
 - (g)** Consider approval or other action extending the deadline for an additional 90 days for property owners to complete the repairs of two structures one located at 203 Bay Oaks and the other located at 422 S. 2nd Street - R. Davidson

- (h) Consider approval or other action regarding vehicle purchases through HGAC and BuyBoard - D. Pennell
- (i) Consider approval or other action authorizing the City Manager to enter into a construction contract with Angel Brothers Enterprises, Ltd., for the improvements of the Catlett, Belfast and Pineybrook rights-of-way - D. Pennell
- (j) Consider approval or other action regarding Vehicle Replacements for Fiscal Year 2015-2016 - D. Pennell
- (k) Consider approval or other action awarding Bid No. 16003 for Submersible Lift Pump(s) Replacement - D. Pennell
- (l) Consider approval or other action regarding replacement of the Hydro Lock connections on all fire hydrants in the City of La Porte - D. Ladd
- (m) Consider approval or other action authorizing the City Manager to sign a Memorandum of Agreement with Sutphen Corporation for the purchase of additional fire trucks over multiple year period- D. Ladd
- (n) Consider approval or other action regarding budget adjustment proposed by the La Porte Fire Control, Prevention and Emergency Medical Services District Board - D. Ladd
- (o) Consider approval or other action awarding Bid No. 090512 for the purchase of a new Command Vehicle for the City of La Porte Fire Department - D. Ladd

6. AUTHORIZATIONS/RESOLUTIONS

- (a) Consider approval or other action regarding a Resolution adopting a revised Official Zoning Map for the City of La Porte - E. Ensey
- (b) Consider approval or other action regarding a Resolution adopting a policy to provide for recovery of costs incurred to respond to public information requests from a single requestor in a twelve-month period that exceed 36 hours for personnel time - P. Fogarty
- (c) Consider approval or other action regarding changes to Chapter 7.09 Family Medical Leave Act (FMLA) and Chapter 7.08 Sick Leave "Physical Report Status" of the City of La Porte Employee Handbook to reflect current law - C. Alexander

7. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding open riding rules at Lomax Rodeo Arena - R. Epting
- (b) Consider approval or other action regarding an Ordinance establishing the membership structure of the Fiscal Affairs Committee and consider action to appoint Councilmembers to the Fiscal Affairs Committee - P. Fogarty

8. REPORTS

- (a) Receive report of the La Porte Development Corporation Board - Councilmember Engelken

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, December 17, 2015
- Christmas Holidays, Thursday, December 24, 2015 and Friday, December 25, 2015
- New Year Holiday, Friday, January 1, 2016
- La Porte Development Corporation Board Meeting, Monday, January 11, 2016

- City Council Meeting, Monday, January 11, 2016
- Planning and Zoning Commission Meeting, Thursday, January 21, 2016
- City Council Meeting, Monday, January 25, 2016
- Zoning Board of Adjustment Meeting, Thursday, January 28, 2016

10. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies Councilmembers Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin, K. Martin, Kaminski and Mayor Rigby

11. EXECUTIVE SESSION

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

Texas Government Code, Section 551.072 – For the purpose of deliberating the purpose of the purchase, exchange, lease or value of real property: Meet with City Manager and City Attorney to discuss a Joint Ordinance and Boundary Adjustment Agreement and Joint Ordinance and Revenue Sharing Agreement with the City of Morgan's Point regarding a 4.42 acre tract of land currently within the City of La Porte's corporate boundary and proposed to be annexed with the City of Morgan's Point corporate boundary.

Texas Government Code, Section 551.071(2) – Consultations with Attorney: Meet with City Attorney to discuss Joint Ordinance and Boundary Adjustment Agreement and Joint Ordinance and Revenue Sharing Agreement with the City of Morgan's Point.

12. RECONVENE into regular session and consider action, if any, on item(s) discussed in executive session.

13. ADJOURN

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the December 14, 2015, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on December 8, 2015.

Patrice Fogarty



**Council Agenda Item
December 14, 2015**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Kevin Gilmore, First United Methodist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led Councilmember John Zemanek.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)



Council Agenda Item December 14, 2015

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE NOVEMBER 9, 2015

The City Council of the City of La Porte met in a regular meeting on **Monday November 9, 2015**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Earp, Engelken, J. Martin, Leonard, Zemanek, K. Martin, Kaminski and Clausen. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander and Assistant City Attorney Clark Askins.

2. **INVOCATION** – The invocation was given by Brian Christen, La Porte Community Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Dottie Kaminski.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition – Employee of the Third Quarter 2015 – David Hefner (City of La Porte Parks and Recreation Department) – Mayor Rigby

Mayor Rigby recognized David Hefner as Employee of the Third Quarter 2015.

5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Chuck Rosa, 812 S. Virginia, commented Councilmember Engelken missed a good meeting on October 26, 2015, and asked Council to reconsider the decision reached on the Windsail Bay Apartments.

John Kling, 11025 Pinewood Ct., addressed Council in favor of the Over 65 Property Tax Freeze and commented there is a handout misleading to the public referencing a revenue loss to the City.

Steve Coycault, Sr., addressed Council in favor of the Over 65 Property Tax Freeze and commented law passed January 1, 2004, for cities to voluntarily freeze city taxes for property owners over 65 and the disabled. Mr. Coycault advised seniors would receive \$21.30 a year relief and implored Council to approve the Over 65 Property Tax Freeze.

Robert Bractcher, 2322 Limerick Ct., Deer Park, addressed Council in favor of the Over 65 Property Tax Freeze and encouraged them to consider what other cities have done by freezing taxes.

Bill Scott, 1722 Lomax School Rd., addressed Council and requested assistance for two young ladies with a matter involving the La Porte Police Department. Mr. Scott also advised Council of concerns with Code Enforcement and horse trailers.

Belinda Scott, 1722 Lomax School Rd., addressed Council in regards to the City Ordinance addressing trailers and advised of her concerns with Code Enforcement advising that she needs to

enclose her trailers. Ms. Scott also commented she feels the ordinance is vague and left a DVD of trailers and excess storage in Lomax with the City Secretary.

6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
- (a) Consider approval or other action regarding the minutes of the City Council Meeting held on November 9, 2015 – P. Fogarty
 - (b) Consider approval or other action regarding a Resolution of the City Council of the City of La Porte, Texas, casting a ballot for the election of Ed Heathcott to the Board of Directors of the Harris County Appraisal District – P. Fogarty
 - (c) Consider approval or other action regarding a Memorandum of Agreement with Fairmont Park Homeowners Association for a Community Cooperation Project – T. Leach
 - (d) Consider approval or other action to roll over requested encumbrance from Fiscal Year 2015 to Fiscal Year 2016 – M. Dolby
 - (e) Consider approval or other action regarding an Ordinance amending Chapter 2 “Administration” of the Code of Ordinances of the City of La Porte by revising city policy for renaming of public streets – C. Alexander
 - (f) Consider approval or other action regarding an Ordinance renaming N. 5th Street to Dr. Martin Luther King, Jr., Drive – C. Alexander
 - (g) Consider approval or other action awarding Bid No. 15017 for Plastic Garbage Bags – D. Mick
 - (h) Consider approval or other action regarding the Fiscal Year 2015 audit/asset forfeiture report and associated financial records as required by Chapter 59 of the Texas Code of Criminal Procedure – K. Adcox

Regarding Item G, Councilmember Martin questioned if the 33-gallon bags are less than the bags in the last budget year. Public Works Director responded the bags are within the budget and may be slightly less than last year option. Councilmember Martin commented he prefers the 33-gallon bags.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2015-3611**: AN ORDINANCE AMENDING CHAPTER 2 “ADMINISTRATION” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS BY REVISING CITY POLICY RELATED TO RENAMING OF PUBLIC STREETS; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2015-3612**: AN ORDINANCE APPROVING AND AUTHORIZING THE RENAMING OF NORTH 5TH STREET TO DR. MARTIN LUTHER KING, JR., DRIVE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Councilmember Leonard moved to approve the Consent Agenda items pursuant to staff recommendations to include the 33-gallon Plastic Garbage Bags on Item 6g. Councilmember Engelken seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers J. Martin, Leonard, Zemanek, K. Martin, Kaminski, Engelken, Clausen and Earp
Nays: None
Absent: None

7. AUTHORIZATIONS

- (a) Consider approval or other action regarding proposed Stop Loss Contract with Voya for city health insurance plan – M. Hartleib

City Manager Corby Alexander and Senior Vice-President Lance Pendley with McGriff, Seibel & Williams of Texas, Inc., presented a summary.

Councilmember Earp questioned if it is the same consultant as last year. City Manager Corby Alexander responded yes. Councilmember Earp asked the justification for the increase this year. Senior Vice-President Lance Pendley responded there is a .02 increase that equates to \$101.00 on the aggregate fees only. Councilmember Earp asked the cost of the premium for the past three years. Mr. Pendley responded approximately \$360,000.00 in 2013 and \$440,000.00 the past year. Councilmember Earp commented the City has paid in about \$1.2 million and asked the cost of claims. Mr. Pendley responded there were no claims paid out in 2013.

Councilmember Zemanek asked if all consultants are asked to reconsider the bidding offers. Mr. Pendley responded they have not done a final and best offer as of yet, but will if Council desires.

Councilmember Martin asked how long is the current Stop Loss Contract in effect. Mr. Pendley responded until January 1, 2016.

Councilmember Earp moved to have Staff go back and solicit more markets and changing agents. Councilmember Kaminski seconded. **MOTION PASSED.**

Ayes: Councilmembers Kaminski, Earp, K. Martin, Engelken, Leonard and Zemanek
Nays: Mayor Rigby and Councilmembers Clausen and J. Martin
Absent: None

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding appointment to the Board of the La Porte Area Water Authority – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember J. Martin moved to appoint Stephen Barr to the La Porte Area Water Authority. Councilmember Kaminski seconded. **MOTION PASSED.**

Ayes: Mayor Rigby, Councilmembers J. Martin, Kaminski, Clausen, Earp, K. Martin, Engelken, Leonard and Zemanek
Nays: None
Absent: None

- (b) Discussion and possible action regarding Over 65 Property Tax Freeze – M. Dolby

Finance Director Michael Dolby presented a summary.

Mayor Rigby commented Mr. Coycault addressed Council earlier in the year and wrote a letter to the editor advising Council was to make a decision addressing the Over 65 Tax Freeze on October 26, 2015; and Council gathered additional information to make a decision tonight. Mayor Rigby informed citizens were led to believe the item has been delayed since 2003 and advised this is the second time he recalls the item being discussed. The Mayor advised he is not opposed to freezing taxes but does not want the citizens to think the item has been delayed since 2003. Councilmembers Clausen and J. Martin both indicated a willingness to increase exemptions.

Councilmember Leonard moved to approve a tax freeze for citizens over 65 and the disabled. Councilmember Zemanek seconded. **MOTION PASSED.**

Ayes:	Mayor Rigby, Councilmembers J. Martin, Kaminski, Clausen, Earp, K. Martin, Engelken, Leonard and Zemanek
Nays:	Councilmembers Clausen and J. Martin
Absent:	None

9. **REPORTS**

(a) Receive report of the La Porte Development Corporation Board – Councilmember Engelken.

Councilmember Engelken provided a report of the La Porte Development Corporation Board meeting held on November 11, 2015.

10. **ADMINISTRATIVE REPORTS**

City Manager Corby Alexander recognized the last Council meeting for Public Works Director Dave Mick and wished him well in the future.

11. **COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmember Kaminski congratulated David Hefner as Employee of the Third Quarter 2015 and commented Public Works Director Dave Mick will be missed; Councilmember Zemanek wished Dave Mick the best in his future endeavors and reminded everyone of Veterans Day on Wednesday; Councilmember Leonard congratulated David Hefner as Employee of the Third Quarter 2015 and wished Public Works Director Dave Mick the best in his future endeavors; Engelken congratulated David Hefner as Employee of the Third Quarter 2015; wished Public Works Director Dave Mick the best in his future endeavors and everyone a Happy Thanksgiving; Councilmember Earp thanked Public Works Director Dave Mick for his services to the City and the Lomax area and thanked the Emergency Responders during the tornado; Councilmember Clausen congratulated David Hefner as Employee of the Third Quarter 2015; wished Public Works Director Dave Mick the best in his future endeavors and thanked Emergency Responders for the cleanup after the tornado; Councilmember J. Martin congratulated David Hefner as Employee of the Third Quarter 2015 and wished Public Works Director Dave Mick the best in his future endeavors and thanked City Manager Corby Alexander for facilitating assistance to individuals after the condemnation of Windsail Bay Apartments; Councilmember K. Martin commented Public Works Director Dave Mick will be missed and reminded everyone of the Harvest Banquet this coming Saturday and Mayor Rigby congratulated David Hefner as Employee of the Third Quarter; commented Public Works Director Dave Mick will be missed and wished him the best in his future endeavors.

12. **EXECUTIVE SESSION** The City reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, including, but not limited to, the following:

Texas Government Code, Section 551.071(1)(a) – Consultation with Attorney regarding pending or contemplated Litigation – Meet with City Attorney and City Manager to discuss City of La Porte Adoption Center and Animal Shelter Project construction contract matter.

Texas Government Code, Section 551.074 – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Judge Denise Mitrano

City Council recessed the regular Council meeting to convene an executive session at 6:58 p.m. regarding the items listed above.

13. **RECONVENE** into regular session and consider action, if any on item(s) discussed in executive session.

Council reconvened into the regular Council meeting at 7:47 p.m.

Regarding Texas Government Code, Section 551.071(1)(a) – Consultation with Attorney regarding pending or contemplated Litigation – Meet with City Attorney and City Manager to discuss City of La Porte Adoption Center and Animal Shelter Project construction contract matter.

Councilmember Clausen moved to settle with Frost Construction for \$30,000.00. Councilmember Leonard seconded. **MOTION PASSED.**

Ayes:	Mayor Rigby, Councilmembers Leonard, J. Martin, K. Martin, Clausen, Kaminski, Zemanek, Earp and Engelken
Nays:	None
Absent:	None

Regarding Texas Government Code, Section 551.074 – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Judge Denise Mitrano

City Council received a report on Municipal Court duties.

14. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 7:47 p.m. Councilmember Martin seconded. Motion passed unanimously.

Patrice Fogarty, City Secretary

Passed and approved on December 14, 2015.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Source of Funds: N/A
Requested By: K. Powell Account Number:
Department: Finance Amount Budgeted:
Report: Resolution: Ordinance: Amount Requested:
Other: Budgeted Item: YES NO

Attachments :

1. Resolution
2. P173
3. P267

SUMMARY & RECOMMENDATIONS

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had these properties on our public resale list for more than an adequate amount of time and has received a bid for the minimum bid amount set by the judgment or higher; at this time we are asking the city council to pass a resolution to approve the sale of these properties for the amount that has been offered.

P173 – Lots 1, 3 through 7, 10, 17 through 29, 31 & 32 Block 1149 Town of La Porte - Offer \$78,217.62

P267 – Lots 21 & 22 Block 2 Battleground Estates – Offer \$15,933.79

Action Required of Council:

Consider approval or other action regarding a Resolution authorizing the sale on the properties listed above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 15- .

RESOLUTION AUTHORIZING THE RESALE OF CERTAIN PROPERTY

WHEREAS the City of La Porte (City), in the course of its function as a taxing entity in the State of Texas, obtains title to real property in the capacity as Trustee for itself and other taxing units that tax the property; and

WHEREAS it is necessary for various reasons that some of the property so obtained must be resold by the taxing units for less than the aggregate amounts of taxes, penalties, interest and costs; and

WHEREAS Section 34.05 of the Texas Property Tax Code requires that when real property is sold for less than the aggregate amount of taxes, penalties, interest and costs, the sale must be approved by all taxing units that tax the property; and

WHEREAS the City has adopted procedures designed to provide all parties the opportunity to submit offers to purchase such real property and to secure the best offer for such property that is sufficient to pay at least the costs of suit and sale of such property; and

WHEREAS it is desirable that resale of the property be free and clear of all claims of the taxing units, for all taxes, penalties interest and costs that have accrued up to the date of resale

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE,

Section 1. That the City of La Porte, as Trustee, resells the real properties described in the attached Exhibit "A", for the amounts set for on said Exhibit "A", in full satisfaction of taxes, penalties, interest and costs that have accrued on the property up to the date of sale.

Section 2. That the City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the offices of City of La Porte for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED this the 14th day of December 2015.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED:

Patrice Fogarty, City Secretary


Clark Askins, City Attorney

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	024-206-049-0001	Property Struck off for:	Taxes
CAUSE NO:	1999-37587	+ Costs, Post Judgment paid to County	
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	La Porte - Houston Realty Co		
JUDGMENT DATE:	August 14, 2001	STRUCK OFF DATE:	July 2, 2002
ORDER OF SALE:	March 22, 2002		
DEED RECORDED DATE:	July 30, 2002	STRUCK OFF TO:	City of La Porte
CONSTABLE:	Bill Bailey, Constable Precint No 8		
PROPERTY ADDRESS:	State Hwy 146 South		
LEGAL DESCRIPTION:	Lots 1, 3 thru 7, 10, 17 thru 29, 31 & 32 Block 1149 La Porte		
ADJUDGED VALUE (IN JUDGMENT):	\$ 89,100.00		
SQUARE FOOTAGE:	68,750		

SUMMARY OF SALE ACTIVITY

BIDDER:	First Baptist Church, La Porte	BIDDER'S ADDRESS:	310 S Broadway
AMOUNT OF BID:	\$78,217.62		La Porte, TX 77571
AMOUNT OF DEPOSIT:	\$7,821.76	PO Box 2075	La Porte, TX 77572
AMOUNT DUE:	\$70,395.86	BIDDER'S PHONE NO:	281-470-0338

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$16,554.37	24.83%	\$33,858.82	50.79%	\$16,252.65	24.38%	\$66,665.84

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$78,217.62	\$0.00	\$175.00	\$0.00	\$11,376.78	\$66,665.84

PRORATED TAX AMOUNTS TO EACH JURISDICTION

OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$16,554.37	24.83%	\$33,858.82	50.79%	\$16,252.65	24.38%	\$66,665.84

Amount of Bid:	\$78,217.62
Costs:	
-District Clerk	\$0.00
-Tax Master	\$0.00
-Post Judgment County	\$0.00
-Publication	\$175.00
-Abstract Fee	\$250.00
-Cost	\$11,126.78 Mowing
-Ad Litem Fee	\$0.00
Total:	\$66,665.84

Taxing			
Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$16,252.65	24.38%	\$16,252.65
La Porte ISD	\$33,858.82	50.79%	\$33,858.82
Harris County	\$14,171.02	21.26%	\$14,171.02
San Jacinto CCD	\$2,383.35	3.58%	\$2,383.35
State of Texas	\$0.00	0.00%	\$0.00
	<u>\$66,665.84</u>	100.00%	<u>\$66,665.84</u>

Costs + Taxes	\$78,217.62
Adjudged Value	\$ 89,100.00

This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE HCED), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, HARRIS COUNTY FLOOD CONTROL DISTRICT, PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, HARRIS COUNTY HOSPITAL DISTRICT, and the SAN JACINTO COMMUNITY COLLEGE DISTRICT has caused these presents to be executed this _____ day of _____ 2015.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

ACCEPTED:

DAVID EATON, TRUSTEE FOR THE
FIRST BAPTIST CHURCH LA PORTE,
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

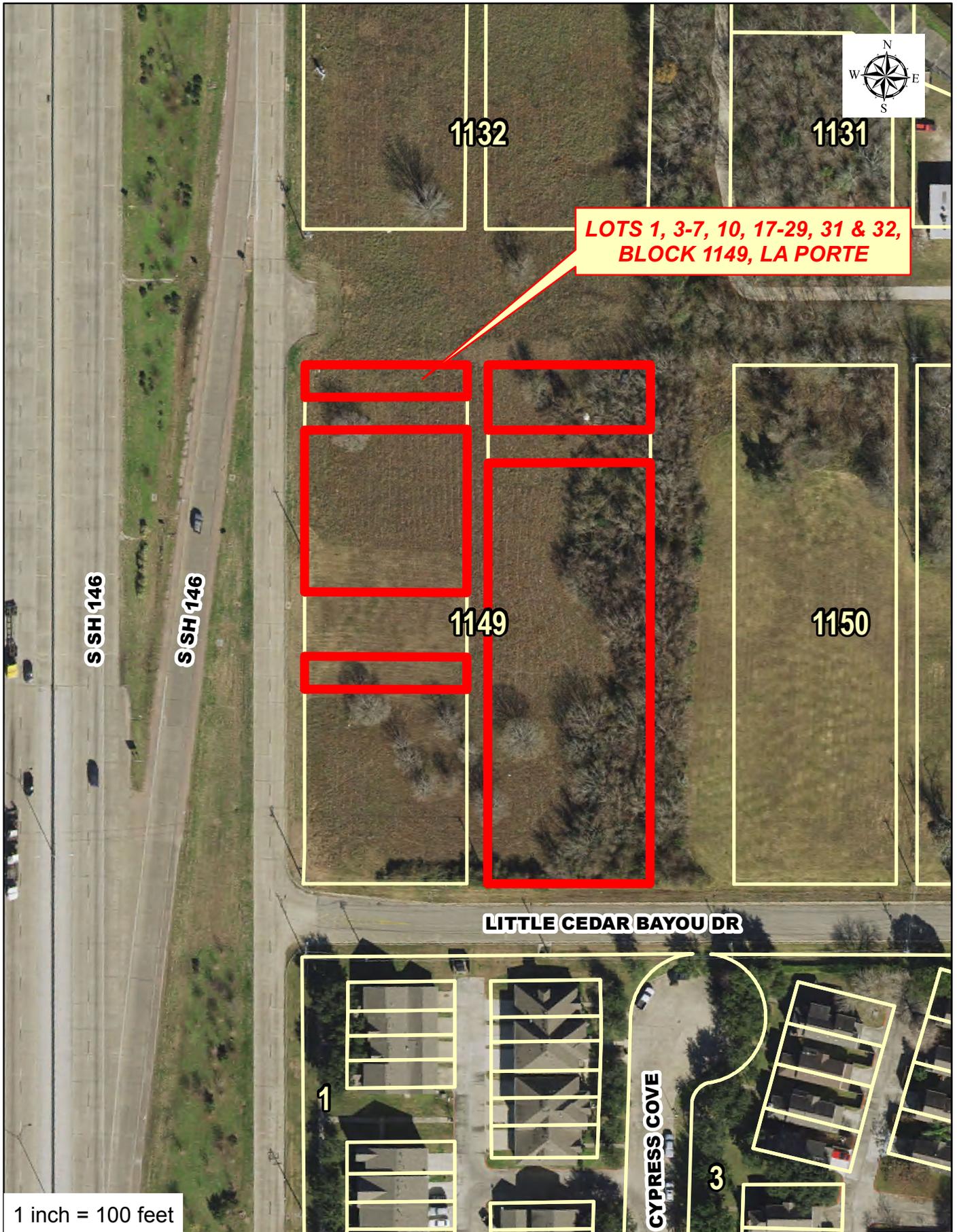
BEFORE ME, the undersigned authority, on this day personally appeared DAVID EATON, Trustee for the First Baptist Church La Porte, Harris County, Texas known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

After Recording
Return To: First Baptist Church La Porte, Harris County, Texas
 P.O. Box 2075
 La Porte, TX 77572

AREA MAP



1 inch = 100 feet

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	080-013-000-0021	Property Struck off for:	Taxes
CAUSE NO:	2009-03156		+ Post Judgment Taxes
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	Timothy W Howell		
JUDGMENT DATE:	December 2, 2010	STRUCK OFF DATE:	March 1, 2011
ORDER OF SALE:	January 14, 2011		
DEED RECORDED DATE:	April 21, 2011	STRUCK OFF TO:	La Porte ISD
CONSTABLE:	Phil Sandlin, Constable Precinct No 8		
PROPERTY ADDRESS:	Houston Drive		
LEGAL DESCRIPTION:	Lots 21 & 22 Block 2 Battleground Estates Sec 1		
ADJUDGED VALUE (IN JUDGMENT):	\$ 34,100.00		
SQUARE FOOTAGE:	11,000		

SUMMARY OF SALE ACTIVITY

BIDDER:	Kristen Pyeatt	BIDDER'S ADDRESS:	11007 Houston Dr
AMOUNT OF BID:	\$15,933.79		La Porte, TX 77571
AMOUNT OF DEPOSIT:	\$1,593.38		
AMOUNT DUE:	\$14,340.41	BIDDER'S PHONE NO:	713-562-6732

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$0.00	0.00%	\$4,727.62	32.94%	\$9,626.16	67.06%	\$14,353.78

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$15,933.79	\$685.00	\$575.00	\$0.00	\$320.00	\$14,353.79

PRORATED TAX AMOUNTS TO EACH JURISDICTION

OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$0.00	0.00%	\$4,727.62	32.94%	\$9,626.17	67.06%	\$14,353.79

Amount of Bid:	\$15,933.79
Costs:	
-District Clerk	\$650.00
-Tax Master	\$35.00 Kristin Brauchle
-Constable Fee	\$400.00
-Publication	\$175.00
-Abstract Fee	\$250.00
-Cost	\$0.00
-Advertising Fee/Deed Recording	\$70.00
-Ad Litem Fee	\$0.00
Total:	\$14,353.79

Taxing			
Jurisdictions:	Amount in Judgment:	%	Amount Received
La Porte ISD	\$9,626.16	67.06%	\$9,626.17
City of La Porte	\$4,727.62	32.94%	\$4,727.62
Harris County	\$0.00	0.00%	\$0.00
San Jacinto CCD	\$0.00	0.00%	\$0.00
State of Texas	\$0.00	0.00%	\$0.00
	<u>\$14,353.78</u>	<u>100.00%</u>	<u>\$14,353.79</u>

Costs + Taxes	\$15,933.78
Adjudged Value	\$ 34,100.00

This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself, LA PORTE INDEPENDENT SCHOOL DISTRICT and HARRIS COUNTY EDUCATION DISTRICT (LA PORTE – HCED) has caused these presents to be executed this _____ day of _____ 2015.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

ACCEPTED:

KRISTEN PYEATT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared KRISTEN PYEATT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

After Recording
Return To: Kristen Pyeatt
 11007 Houston Dr.
 La Porte, TX 77571

AREA MAP



OLD LA PORTE RD

**LOTS 21 & 22, BLOCK 2,
BATTLEGROUND ESTATES
SECTION 1**

12

2

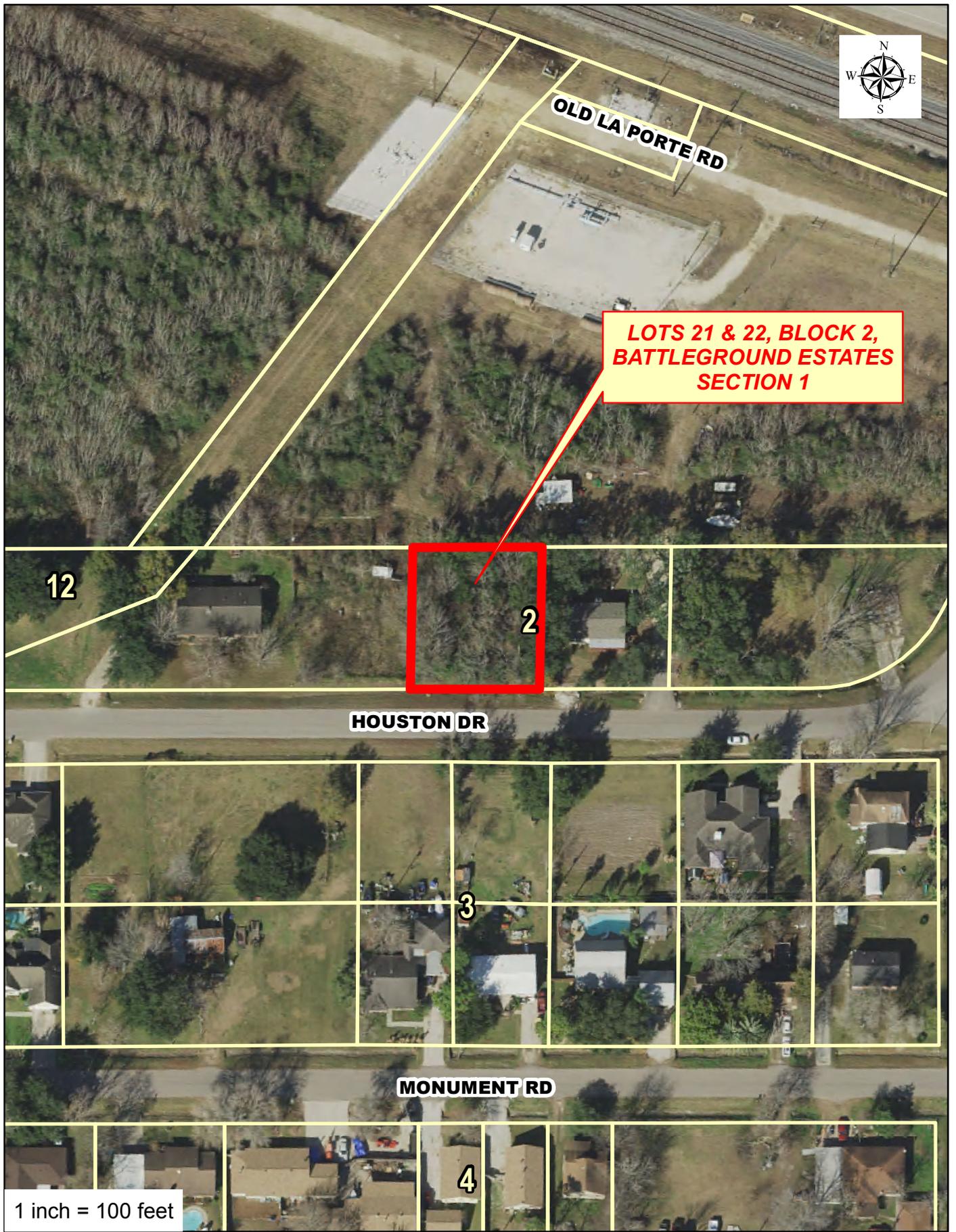
HOUSTON DR

3

MONUMENT RD

4

1 inch = 100 feet



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 14, 2015</u>	<u>Budget</u>
Requested By: <u>Cherell Daeumer</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance/Purchasing</u>	Account Number: _____
Report: <input checked="" type="checkbox"/> Resolution: _____ Ordinance: _____	Amount Budgeted: _____
Exhibits: <u>NJPA Brochure</u>	Amount Requested: _____
Exhibits: <u>NJPA Joint Powers Agreement</u>	Budgeted Item: YES NO
Exhibits: <u>SB1281</u>	

SUMMARY & RECOMMENDATION

National Joint Powers Alliance (NJPA) is a nationally contracting agency which provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. NJPA members may be authorized to use NJPA contracts through joint exercise of powers laws, interlocal cooperation or cooperative purchasing laws. All awarded contracts through NJPA have been through a competitively bid process.

With the passing of SB 1281 a Texas local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.

Staff is requesting approval to enter into a Joint Powers of Agreement with NJPA to utilize cooperative purchasing contracts. The Fire Department has identified a contract through NJPA to purchase a command vehicle which is a separate agenda item for consideration.

There are no membership fees to be a member of NJPA.

Action Required by Council:

Consider approval or other action authorizing the City to enter into a Joint Powers of Agreement with NJPA.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



Get to know us.

National Joint Powers Alliance®

National Joint Powers Alliance® (NJPA) is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits.

WHAT IS NJPA'S COOPERATIVE PURCHASING?

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enables members to legally purchase through our contract.

- NJPA has the legislative authority to establish contracts for government & education agencies nationally. NJPA solicits, evaluates and awards contracts through a competitive solicitation process on behalf of its members.
- Members have a choice of these contracts and procurement processes, thereby satisfying local/state solicitation requirements and avoiding duplication of the process.

NJPA members save time and money while also avoiding the unpleasant experience of low bid, low quality responses.

WHAT PRODUCTS AND SERVICES DOES NJPA REPRESENT?

NJPA's vendors are industry-leading. Product and service solutions range from office supplies to heavy equipment and everything in between. Find a complete list of our current vendors on the back of this flyer, or visit www.NJPAcoop.org/search to learn more about our vendors.

HOW CAN MY AGENCY PARTICIPATE?

The first step to accessing products and services through NJPA is to join!

- Learn more at www.NJPAcoop.org/join.
- Membership is at no cost, liability or obligation.
- Your NJPA member ID # arrives via e-mail and additional information follows in the mail.



National Joint Powers Alliance®

NJPA contracts have *streamlined our purchasing* process, saving our district thousands of dollars.

—School District Member

NJPA's expansive list of vendors *filled in the gaps* of our existing state contracts.

—State Purchasing Officer

Using NJPA was seamless and *satisfied our need* to conduct a formal bid!

—University Member

NJPAcoop.org • 888-896-3950

Competitively Solicited National Cooperative Contract Solutions

Establishing an alliance between buyers and suppliers



NJPacoop.org • 888-896-3950

Competitively Solicited National Cooperative Contract Solutions

NJPA AWARDED
CONTRACTS

10/1/2015

**JOINT EXERCISE OF POWERS
AGREEMENT**



**NATIONAL JOINT POWERS ALLIANCE
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and City of LaPorte (hereinafter referred to as "Governmental Unit").

Recitals

WHEREAS, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21; and

WHEREAS, under Minnesota Statute §471.59, NJPA is permitted to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

WHEREAS, Governmental Unit asserts it is authorized by its Statutes to utilize contracts competitively solicited by another governmental unit; and

WHEREAS, Governmental Unit and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors;

NOW THEREFORE, NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for commodities and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be deemed a non-voting Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services hereinafter referred to as "goods and services" for its eligible users.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
7. To purchase commodities or services from NJPA's contracts, the Governmental Unit must issue a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA's contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of NJPA's contract. The Governmental Unit will not use the goods available under NJPA's contracts for purposes of resale.

**JOINT EXERCISE OF POWERS
AGREEMENT**



8. Pursuant to Minn. Stat. §471.59, subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA's procurements, contracts or agreements or the payment of any membership fee to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body, if required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, MN Statute Sec. 471.345.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

Member Name: City of LaPorte

National Joint Powers Alliance®

By _____
AUTHORIZED SIGNATURE

Michael J. Carlson
AUTHORIZED SIGNATURE

Its _____
TITLE

Executive Director/CEO
TITLE

DATE

12/3/15
DATE

**JOINT EXERCISE OF POWERS
AGREEMENT**



ORGANIZATION INFORMATION (Required Fields)**

Applicant Name: ** City of LaPorte
Address: ** 604 West Fairmont Pkwy
City, State, Zip ** LaPorte TX 77571
Federal ID Number: 74-6001552
Contact Person: ** Cherell Daeumer
Title: ** Purchasing Manager
E-mail: ** daeumerce@laportetx.gov
Phone: 281-470-5123
Website: www.laportetx.gov

References:
Minnesota Joint Exercise of Powers
M.S. 471.59

Participating Agency
Joint Exercise of Powers Authority
granted under State Statute
SB No 1281

APPLICANT ORGANIZATION TYPE:

- K-12
- Government or Municipality (please specify: Municipality)
- Higher Education
- Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- Advertisement _____
- Current NJPA Member _____
- Vendor Representative _____
- Trade Show _____
- NJPA Website _____
- Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12TH Street NE
Staples, MN 56479

Duff Erholtz
Phone 218-894-5490
Fax 218-894-3045
E-mail duff.erholtz@njpacoop.org

116086

AN ACT

relating to the authority of a local government to participate in a cooperative purchasing program with local governments of this state or another state.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 271.102(a), Local Government Code, is amended to read as follows:

(a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

S.B. No. 1281

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1281 passed the Senate on April 30, 2015, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1281 passed the House on May 19, 2015, by the following vote: Yeas 146, Nays 0, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 66 "TAXATION" OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS BY ESTABLISHING AN AD VALOREM TAX FREEZE FOR RESIDENTIAL HOMESTEAD PROPERTY OWNERS IN THE CITY OF LA PORTE, TEXAS WHO ARE DISABLED OR 65 YEARS OF AGE OR OLDER; CONTAINING A SEVERABILITY CLAUSE; CONTAINING AN OPEN MEETINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as approved by the voters of the State of Texas at an election held on September 13, 2003, Article VIII, Section 1-b, Subsection "h" of the Texas Constitution allows municipalities and certain other taxing entities to establish an ad valorem tax freeze on resident homesteads of disabled individuals or individuals age sixty-five or older; and

WHEREAS, effective January 1, 2004, Section 11.261 of the Texas Tax Code governs the procedure under which a municipality or other taxing entity may adopt an ad valorem tax freeze; and

WHEREAS, the City Council of the City of La Porte, Texas does hereby that it would be beneficial to the community to provide for a tax freeze on the amount of property taxes on the homesteads of disabled individuals or individuals age sixty-five or older, beginning with tax year 2015, as outlined below:

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

Section 1: That Chapter 66, "Taxation", Article II. "Ad Valorem Tax", Division 2. "Homestead Exemption", of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by adding new Section 66-58 "Tax Freeze for Disabled and 65 and Older Homestead Property Owners", and shall hereinafter read as follows:

"Sec. 66-58.- Tax Freeze for Disabled and 65 and older Homestead Property Owners.

(1) Definitions:

Disabled has the same meaning as set forth in the Texas Tax Code Section 11.13(m)(1), as it currently exists or may be amended.

Residence homestead has the same meaning as set forth in the Texas Tax Code Section 11.13(j)(1), as it currently exists or may be amended.

Tax Code means the Texas Tax Code, as it currently exists or may be amended.

(2) Residence Homestead Tax Freeze for Elderly or Disabled. There is hereby created and established a tax freeze on the amount of property taxes imposed by the City of La Porte, Texas on the residence homesteads of disabled individuals or individuals age sixty-five or older, which shall be governed by §11.261 of the Tax Code, as follows:

(a) The tax freeze shall become effective beginning with the 2015 tax year and shall remain effective for each successive tax year.

(b) The total amount of ad valorem taxes imposed on the residence homesteads of a person who qualified a residence homestead for the exemption in accordance with the Tax Code as that of a person who is disabled or is sixty-five years of age or older shall not be increased while it remains the residence homestead of this person or that person's spouse who is disabled or fifty-five years of age or older.

(c) If the person who is disabled or sixty-five years of age or older dies in a year in which the person received a residence homestead exemption, the total amount of ad valorem taxes imposed on the residence homestead shall not be increased while it remains the residence homestead of that person's surviving spouse if (i) the surviving spouse is fifty-five years of age or older at the time of the person's death; (ii) the residence homestead of the deceased person is also the residence homestead of the surviving spouse on the date of the person's death; and (iii) the residence homestead remains the residence homestead of the surviving spouse.

(d) Notwithstanding anything contained herein, taxes on the residence homestead may be increased to the extent the value of the homestead is increased by improvements other than repairs and other than improvements made to comply with governmental requirements.

(e) A person may not receive the tax freeze for more than one residence homestead, no matter where located, in the same year. A person may designate a new residence homestead within the City in accordance with the Tax Code.

(f) The limitation on taxes provided by this Ordinance may expire in accordance with §11.261(d) of the Tax Code, if (i) none of the owners of the structure who qualify for the exemption provided by Tax Code § 11.13(c) for a disabled individual or an individual 65 years of age or older and who owned the structure when the limitation provided by this ordinance first took effect is using the structure as a residence homestead; or (ii) none of the owners of the structure qualifies for the exemption provided by Tax Code § 11.13(c) for a disabled individual or an individual 65 years of age or older. If a tax limitation is erroneously allowed, back taxes may be assessed in accordance with §11.261(e) of the Tax Code.

Section 2. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this 14th day of DECEMBER, 2015.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:

Clark T. Askins
Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Source of Funds: N/A
Requested By: Kenith Adcox Account Number:
Department: Police Amount Budgeted:
Report: Resolution: Ordinance: Amount Requested:
Other: Budgeted Item: YES NO

Attachments :

1. ICAC Agreement - Proposed
2. ICAC Agreement - Current

SUMMARY & RECOMMENDATIONS

The Police Department has a long-standing working relationship with the Internet Crimes Against Children Task Force (ICAC). LPPD Detective David Huckabee is currently assigned full-time to the task force, which is currently being operated and funded through a federal grant to the Houston Police Department.

An agreement with City of Houston was approved by Council in 2012, and had a four year renewal option based on federal funding (through 2016). The City of Houston has recently reapplied for grant funding and has been approved for the funding and opted to renew contracts with participating entities at this juncture.

The ICAC grant would cover reimbursements of \$63,000 to cover the costs of the involved detective's annual salary and benefits. This amounts to approximately 60% of the detective's current annual salary and benefit costs. The City of La Porte is being asked to fund the remaining 40% of the detective's salary and benefits, which would be approximately \$43,263. The involved detective's total annual salary and benefits have already been programmed into the Police Department's 2015/2016 budget and grant fund budget (ICAC Grant). In addition to the above reimbursements, the ICAC Grant would provide the assigned detective with required specialized training, a work space, all required computer forensic equipment, and reimburse for a lease vehicle (up to \$8,100.00 annually) and associated fuel (up to \$3,600.00 annually).

This agreement would be for a term of 1 year, with the intent of extending the agreement on an annual basis, based on available funding, for a maximum of four (4) years. Detective Huckabee would also continue to be available to provide the La Porte Police Department with assistance relating to other types of local specialized cases and respond to emergency incidents (i.e. hurricanes) within the City when deemed necessary by the Chief of Police.

Staff is recommending that City Council authorize the City Manager to enter into an Agreement with the City of Houston Police Department to continue the assignment of a detective to the ICAC Task Force under the above described conditions.

Action Required of Council:

Consider approval or other action to authorize the City Manager to enter into an Agreement with the City of Houston Police Department to continue the assignment of a detective to the ICAC Task Force under the above described conditions.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT

Internet Crimes Against Children Task Force Program: Houston Metropolitan Area

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement, hereinafter referred to as the “**Agreement**”, is entered into by and between the City of Houston, a home rule municipality of the State of Texas, situated in Harris County, Texas, a political subdivision of the State of Texas, acting by and through its governing body, the City Council, hereinafter referred to as the “**City**”, and the City of La Porte Texas, , a body corporate and politic, acting by and through its City Council, hereinafter referred to as “**La Porte**”, and acting for the La Porte Police Department hereinafter referred to as the “**LPD**”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **City**, through the Houston Police Department, hereinafter referred to as the “**HPD**”, has applied for a grant with the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP), hereinafter referred to as the “**OJJDP**”, for funding in the amount of **\$376,584.00** and entitled, “**HOUSTON METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE**”, hereinafter referred to as the “**ICAC Grant**”.

WHEREAS, the **City**, has agreed to contribute a total of **\$63,000** in reimbursement funds for a portion of the salary and benefits for one Detective The **LPD** has agreed to contribute the remaining salary and benefits for the Detective (based on the hours and benefits listed in Exhibit “A”, of said Agreement):

WHEREAS, the target geographic area of such **Grant** program is the Houston Metropolitan Area, which includes incorporated as well as unincorporated areas of Harris County, Texas; and all areas of Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, and Waller Counties.

WHEREAS, the **Grant** funds, in part, will be expended to pay the salary, fringe benefits, overtime, retirement/pension, insurance costs for a **LPD** Detective (1), hereinafter referred to as “**Detective**” to work with the City and other law enforcement officials to provide a link to the current

cases of internet crimes against children and to assist in investigations connected with the **ICAC Grant** program enforcement with jurisdictional issues: and,

WHEREAS, the **City** and the **City of La Porte** believe it is in their best interests to enter into this **Agreement**, to carry out the Grant program: and,

WHEREAS, the **City** and the **City of La Porte** agree to abide by all pertinent federal, state and local laws and regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
PURPOSE

1.01 The purpose of this **Agreement** is to provide for services of an **Detective** to work with the **City** and other law enforcement officials to assist in the apprehension and prosecution of child exploitation, and serve as a liaison between same and other Detectives and law enforcement agencies that become involved in ongoing investigations as a result of the **ICAC Grant** program enforcement efforts.

ARTICLE II
TERM

2.01 The term of this **Agreement** is to commence on **July 1, 2015**, provided grant funds are available and terminate on the **Grant** expiration date, or on the termination date of any extension thereof granted by the Department of Justice, Office of Juvenile Justice Delinquency Programs, hereinafter referred to as the "**OJJDP**", or **June 30, 2016**, whichever is later. In the event "**OJJDP**" Grant funding is available for the purpose of this **Agreement** after the expiration date the **HPD** Police Chief ("Chief") is authorized to extend this **Agreement** by written letter to the **LPD** Chief for one year at a time for up to four additional years. The **LPD** Chief is authorized to accept the extension by signing the Extension Letter from the **HPD** Chief and returning a signed copy of the Extension Letter to **HPD** Chief.

2.02 The **City** and **La Porte** acknowledge that the **City** must apply each year for a continuation of this **Grant** and that the **Grant** can be discontinued at any time by the **OJJDP**. Should the **Grant** be terminated or not renewed by the **OJJDP** for any reason, the **City** and **La Porte** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **OJJDP**.

2.03 Either party may terminate this Agreement by serving 30 days prior written notice of termination on the other party.

ARTICLE III
CONSIDERATION

- 3.01** **La Porte** will be paid on the basis of itemized monthly invoices submitted by **La Porte** and approved by the **City** showing the actual services performed and the attendant fee. The **City** shall make payment to **La Porte** within thirty (30) days of the receipt by the **City** of such invoices. If any items in any invoices submitted by **La Porte** are disputed by the **City** for any reason, including lack of supporting documentation, the **City** shall temporarily delete the disputed item and pay the remaining amount of the invoice. The **City** shall promptly notify **La Porte** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, **La Porte** shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The decision of the **City** regarding all disputes involving **La Porte** invoices shall be final.
- 3.02** The **City** and **La Porte** acknowledge that during the term of this **Agreement** the amounts provided in **Exhibit "A"** may change as the **City's** application for renewal of **Grant** funding in the future years is reviewed by the **OJJDP**. It is further understood and agreed that any application for additional **Grant** funds over and above those amounts shown in **Exhibit "A"**, shall first be approved by the **City** and will be in accordance with the effective GRANT APPLICATION AND ADMINISTRATION GUIDELINES, of the **OJJDP**. In the event this Agreement is extended the **HPD** Chief is authorized to approve changes to Exhibit "A" provided the changes do not exceed the Grant funds.

ARTICLE IV
SCOPE OF SERVICES

- 4.01** The **LPD** agrees that the **Detective** will perform those services provided in **Exhibit "B"**, attached hereto and incorporated herein for all intents and purposes.
- 4.02** The **LPD** warrants that:
- (a) Services performed by the **Detective** assigned by the **LPD** to the **Grant** program and any property acquired for his use under this or any prior agreement between the **City** and the **LPD** pertaining to the **Grant**, hereinafter referred to as the "**Property**" are directly and exclusively devoted to the **Grant** program and that the amounts paid for personnel expenses are not in excess of the **LPD's** actual cost of same.
 - (b) The **Detective** is not receiving dual compensation from the **LPD** and the **City** for the same services performed under the terms of this **Agreement**.

- (c) It will cooperate with the **OJJDP**, its agents, representatives, and employees, and any other State of Texas agency in regards to any audit, investigation or inquiry concerning the **Grant**.
- (d) The **Detective** assigned to work with **HPD** and other law enforcement officers shall at all times, remain a **LPD** employee. Such **Detective** shall be subject to all **LPD** rules, regulations and procedures applicable. Such **Detective** shall be subject to **LPD** orders and training.
- (e) Nothing in this **Agreement** shall constitute an exception from, waiver of or other basis upon which the **Detective** is permitted to fail to, fully and promptly comply with all **LPD** rules, regulations, procedures and other operating policies.

4.03 The **LPD** agrees to comply with the **OJJDP's** rules, regulations, policies, guidelines and requirements and OJP's Grants Management System (GMS), provided in "**Exhibit C**", as they relate to the **Agreement** and use of Federal Funds.

ARTICLE V **OWNERSHIP OF PROPERTY**

5.01 Upon termination of this **Agreement**, ownership of Property or other non-expendable items will revert to the City of Houston Police Department, subject to the approval of the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP).

ARTICLE VI **INFORMATION/DATA**

6.01 The **LPD** shall keep all materials to be prepared hereunder and all **City** data it receives in strictest confidence excluding those documents and records filed in the Courts. The **LPD** shall not divulge such information except as approved in writing by the **City** or as otherwise required by law.

6.02 The **LPD**, except as otherwise required by law, shall make no announcement or release of information concerning this **Agreement** until such release has been submitted to and approved in writing by the **City** and the **OJJDP**. When issuing statements, press releases, producing printed materials, audio visuals and other documents describing or related to the **Grant** program, such material shall clearly state that funding was provided by the City of Houston Police Department through a **Grant** from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP),

Office of Juvenile Justice and Delinquency Prevention (OJJDP). Any such publicity shall be in a form approved by the **OJJDP**, the **City** and in accordance with State law.

- 6.03** The **City** shall have the right to perform, or cause to be performed, (1) audits of the books and records of the **LPD** pertaining to the **LPD's** performance under this **Agreement**, and (2) inspections of all places where work is undertaken in connection with this **Agreement**. The **LPD** shall be required to keep such books and records available for such purpose for at least four (4) years after the ceasing of its performance under this **Agreement** and to insure the availability, usability and safety of such records. The location of such records shall be disclosed to the **City** upon request. The location of such records shall not affect the time for bringing a cause of action, nor the applicable statute of limitations.
- 6.04** The **LPD** agrees to make all data, reports, records, books, paper, documents and all other information in any form, electronically produced or otherwise, that are prepared, collected or assembled for and during performance of this **Agreement**, concerning, derived from or as a result of the **Grant**, available to the **City** and the **City Controller**, through any authorized representative, within a reasonable time upon request.

ARTICLE VII **INSURANCE AND LIABILITY**

- 7.01** The **City** and the **LPD** are both governed by the Texas Tort Claims Act, Chapter 101.001 *et seq.*, as amended, Texas Civil Practice and Remedies Code Ann., which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of the **City** and the **LPD**. Each party to this **Agreement** warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.
- 7.02** Each party to this **Agreement** agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers, to the extent permitted by Texas Law.

ARTICLE VIII **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

- 8.01** To the extent required by law, the **LPD** shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the **LPD's** performance of this **Agreement**, including Rules of Practice for Administrative Proceeding to Enforce Equal

Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

ARTICLE IX
AMENDMENTS

Unless otherwise specified this **Agreement** may be amended only by written instrument executed on behalf of the **City and La Porte** (by authority of ordinances or resolution adopted by the respective City Councils).

ARTICLE X
LEGAL CONSTRUCTIONS

- 10.01** In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XI
ENTIRE AGREEMENT

- 11.01** This **Agreement** supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this **Agreement**, which is not contained herein, shall be valid or binding.

ARTICLE XII
LIABILITY

- 12.01** Each party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THE DATE COUNTERSIGNED.

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

APPROVED:

Anna Russell, City Secretary

Annise D. Parker, Mayor

APPROVED:

COUNTERSIGNED BY:

Charles A. McClelland, Jr.
Houston Police Chief

Ronald Green, City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Senior Assistant City Attorney

LA PORTE POLICE DEPARTMENT

APPROVED:

Corby Alexander, City Manager

Kenith Adcox, Police Chief

EXHIBIT “B”

Scope of Services

LA PORTE POLICE DEPARTMENT DETECTIVE (1)

This LPD Detective will work with the members of this grant serving as a liaison between members of this unit, LA PORTE POLICE DEPARTMENT and other local, state and federal law enforcement agencies. This Detective will actively participate in investigations conducted by members of this grant that overlap local law enforcement’s jurisdictional lines in the State of Texas. This Detective will assist local law enforcement officers in investigating child exploitation crimes that involve the use of the internet.

EXHIBIT "C"

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

- 1. A grantee and subgrantee must comply DOJ/OJJDP grant rules and UGMS.**
- 2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.**
- 3. A grantee and subgrantee must insure that all information collected, assemble or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.**
- 4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies be open to the public, except as otherwise provided by law.**
- 5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.**
- 6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.**
- 7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.**
- 8. When incorporated into a grant award or contract, these standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met.**
- 9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and**

subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibits the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

LPD Authorized Official

Date

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

**Annise D. Parker, Mayor
City of Houston**

Date

INTERLOCAL AGREEMENT

FC75151
2013-0043

**Internet Crimes Against Children Task Force
Program: Houston Metropolitan Area**

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This Interlocal Agreement, hereinafter referred to as the "Agreement", is entered into by and between the City of Houston, a Home Rule City of the State of Texas, situated in Harris County, Texas, a political subdivision of the State of Texas, acting by and through its governing body, the City Council, hereinafter referred to as the "City", and The City of La Porte Texas, a body corporate and politic, acting by and through it's City Council, and acting for the La Porte Police Department hereinafter referred to as the "LPD", pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the City, through the Houston Police Department, hereinafter referred to as the "HPD", has applied for a grant with the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP), hereinafter referred to as the "OJJDP", for funding in the amount of \$349,719 and entitled, "HOUSTON METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE", hereinafter referred to as the "ICAC".

WHEREAS, the City, has agreed to contribute a total of \$63,000 in reimbursement funds for a portion of the salary and benefits for one Detective (70% not exceeding \$63,000 a year). The LPD has agreed to contribute the remaining 30% of the salary and benefits for the Detective (based on the hours and benefits listed in Exhibit "A", of said Agreement):

WHEREAS, the target geographic area of such **Grant** program is the Houston Metropolitan Area, which includes incorporated as well as unincorporated areas of Harris County, Texas; and all areas of Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, and Waller Counties.

WHEREAS, the **Grant** funds, in part, will be expended to pay the salary, fringe benefits, overtime, retirement/pension, in-state travel, insurance costs for a **LPD** Detective (1), hereinafter referred to as "**Detective**" to work with the City and other law enforcement officials to provide a link to the current cases of internet crimes against children and to assist in investigations connected with **Grant** program enforcement with jurisdictional issues: and,

WHEREAS, the City and the **LPD** believe it is in their best interests to enter into this **Agreement**, to carry out the **Grant** program: and,

WHEREAS, the City and the **LPD** agree to abide by all pertinent federal, state and local laws and regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

PURPOSE

1.01 The purpose of this **Agreement** is to provide for services of an **Detective** to work with the City and Harris County law enforcement officials to assist in the apprehension and prosecution of child exploitation, and serve as a liaison between same and other **Detectives** and law enforcement agencies that become involved in on going investigations as a result of the **Grant** program enforcement efforts.

ARTICLE II

TERM

2.01 The term of this **Agreement** is to commence on **October 1, 2012**, provided grant funds are available and terminate on the **Grant** expiration date, or on the termination date of any extension thereof granted by the Department of Justice, Office of Juvenile Justice Delinquency Programs, hereinafter referred to as the "**OJJDP**", or **October 1, 2013**, whichever is later. In the event "**OJJDP**" **Grant** funding is available for the purpose of this **Agreement** after the expiration date

the HPD Police Chief ("Chief") is authorized to extend this Agreement for one year at a time for up to four additional years.

- 2.02 The City and LPD acknowledge that the City must apply each year for a continuation of this Grant and that the Grant can be discontinued at any time by the OJJDP. Should the Grant be terminated or not renewed by the OJJDP for any reason, the City and the LPD agree to terminate this Agreement, on the date the Grant is terminated by the OJJDP.
- 2.03 Either party may terminate this Agreement by serving 30 days prior written notice of termination on the other party.

ARTICLE III

CONSIDERATION

- 3.01 The LPD will be paid on the basis of itemized monthly invoices submitted by the LPD and approved by the City showing the actual services performed and the attendant fee. The City shall make payment to the LPD within thirty (30) days of the receipt by the City of such invoices. If any items in any invoices submitted by the LPD are disputed by the City for any reason, including lack of supporting documentation, the City shall temporarily delete the disputed item and pay the remaining amount of the invoice. The City shall promptly notify the LPD of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, the LPD shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The decision of the City regarding all disputes involving LPD invoices shall be final.
- 3.02 The City and the LPD acknowledge that during the term of this Agreement the amounts provided in Exhibit "A" may change as the City's application for renewal of Grant funding in the future years is reviewed by the OJJDP. It is further understood and agreed that any application for additional Grant funds over and above those amounts shown in Exhibit "A", shall first be approved by the City and the LPD and will be in accordance with the effective GRANT APPLICATION AND ADMINISTRATION GUIDELINES, of the OJJDP.

ARTICLE IV
SCOPE OF SERVICES

- 4.01** The **LPD** agrees that the **Detective** will perform those services provided in **Exhibit "B"**, attached hereto and incorporated herein for all intents and purposes.
- 4.02** The **LPD** warrants that:
- (a) Services performed by the **Detective** assigned by the **LPD** to the **Grant** program and any property acquired for his use under this or any prior agreement between the **City** and the **LPD** pertaining to the **Grant**, hereinafter referred to as the "**Property**" are directly and exclusively devoted to the **Grant** program and that the amounts paid for personnel expenses are not in excess of the **LPD's** actual cost of same.
 - (b) The **Detective** is not receiving dual compensation from the **LPD** and the **City** for the same services performed under the terms of this **Agreement**.
 - (c) It will cooperate with the **OJJDP**, its agents, representatives, and employees, and any other State of Texas agency in regards to any audit, investigation or inquiry concerning the **Grant**.
 - (d) The **Detective** assigned to work with City of Houston and Harris County law enforcement officers shall at all times, remain a **LPD** employee. Such **Detective** shall be subject to all **LPD** rules, regulations and procedures applicable. Such **Detective** shall be subject to **LPD** orders and training.
 - (e) Nothing in this **Agreement** shall constitute an exception from, waiver of or other basis upon which the **Detective** is permitted to fail to, fully and promptly comply with all **LPD** rules, regulations, procedures and other operating policies.
- 4.03** The **LPD** agrees to comply with the **OJJDP's** rules, regulations, policies, guidelines and requirements and **OJP's** Grants Management System (**GMS**), provided in "**Exhibit C**", as they relate to the **Agreement** and use of Federal Funds.

ARTICLE V

OWNERSHIP OF EQUIPMENT

- 5.01 Upon termination of this **Agreement**, ownership of equipment, hardware, and other non-expendable items will revert to the City of Houston Police Department, subject to the approval of the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP).

ARTICLE VI

INFORMATION/DATA

- 6.01 The **LPD** shall keep all materials to be prepared hereunder and all **City** data it receives in strictest confidence excluding those documents and records filed in the Courts. The **LPD** shall not divulge such information except as approved in writing by the **City** or as otherwise required by law.
- 6.02 The **LPD**, except as otherwise required by law, shall make no announcement or release of information concerning this **Agreement** until such release has been submitted to and approved in writing by the **City** and the **OJJDP**. When issuing statements, press releases, producing printed materials, audio visuals and other documents describing or related to the **Grant** program, such material shall clearly state that funding was provided by the City of Houston Police Department through a **Grant** from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP). Any such publicity shall be in a form approved by the **OJJDP**, the **City** and in accordance with State law.
- 6.03 The **City** shall have the right to perform, or cause to be performed, (1) audits of the books and records of the **LPD** pertaining to the **LPD's** performance under this **Agreement**, and (2) inspections of all places where work is undertaken in connection with this **Agreement**. The **LPD** shall be required to keep such books and records available for such purpose for at least four (4) years after the ceasing of its performance under this **Agreement** and to insure the availability, usability and safety of such records. The location of such records shall be disclosed to the **City**

upon request. The location of such records shall not affect the time for bringing a cause of action, nor the applicable statute of limitations.

- 6.04 The LPD agrees to make all data, reports, records, books, paper, documents and all other information in any form, electronically produced or otherwise, that are prepared, collected or assembled for and during performance of this Agreement, concerning, derived from or as a result of the Grant, available to the City and the City Controller, through any authorized representative, within a reasonable time upon request.

ARTICLE VII

INSURANCE AND LIABILITY

- 7.01 The City and the LPD are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of the City and the LPD. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.
- 7.02 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers, to the extent permitted by Texas Law.

ARTICLE VIII

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

- 8.01 To the extent required by law, the LPD shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the LPD's performance of this Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

ARTICLE IX
AMENDMENTS

9.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE X
LEGAL CONSTRUCTIONS

10.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XI
ENTIRE AGREEMENT

11.01 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

ARTICLE XII
LIABILITY

12.01 Each party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit

of any person or entity not a party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THE COUNTERSIGNATURE DATE.

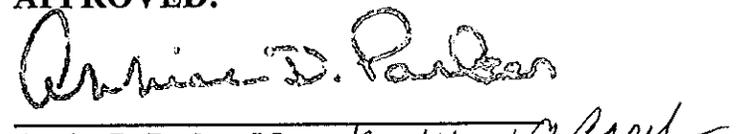
CITY OF HOUSTON, TEXAS

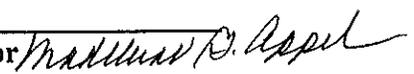
ATTEST/SEAL:



Anna Russell, City Secretary

APPROVED:



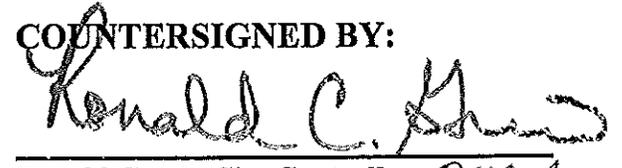
Annise D. Parker, Mayor 

APPROVED:



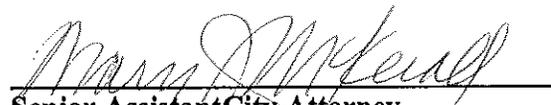
Charles A. McClelland, Jr.
Houston Police Chief

COUNTERSIGNED BY:



Ronald Green, City Controller 

APPROVED AS TO FORM:



Senior Assistant City Attorney
L.D. File No. 0621200473001

DATE COUNTERSIGNED:

By City Controller

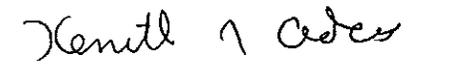
1-24-13
Date

LA PORTE POLICE DEPARTMENT

APPROVED:


Corby Alexander, City Manager

Oct 9, 2012
Date


Kenith Adcox, Police Chief

10-9-12
Date

EXHIBIT "A"

LA PORTE POLICE DEPARTMENT

Detective/Investigator

SALARY

\$2,576.92 x 26

\$67,000.00

FRINGE BENEFITS

FICA

6.2 x \$67,000.00

\$4,154.00

RETIREMENT

10.83 x \$67,000.00

\$7,256.00

WC/U

9.0 x \$67,000.00

\$6,030.00

INSURANCE

10.79 x \$67,000.00

\$7,229.30

Total Benefits

\$24,669.30

Total Salary + Benefits

\$91,669.30

Funded by HPD/Grant (70% not to exceed \$63,000.00)

\$63,000.00

Funded by LPD (30% + remainder of salary/benefits)

\$28,669.30

Estimated cost for per diem expenses incurred away from duty station to Investigator assigned to grant position, to be paid in accordance with the La Porte Police Department policy and procedure.

Total HPD/Grant Contractual Expenses

\$ 63,000.00

EXHIBIT "B"

Scope of Services

LA PORTE POLICE DEPARTMENT DETECTIVE(1)

This LPD Detective will work with the members of this grant serving as a liaison between members of this unit, LA PORTE POLICE DEPARTMENT and other local, state and federal law enforcement agencies. This Detective will actively participate in investigations conducted by members of this grant that overlap local law enforcement's jurisdictional lines in the State of Texas. This Detective will assist local law enforcement officers in investigating child exploitation crimes that involve the use of the internet.

EXHIBIT "C"

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply DOJ/OJJDP grant rules and UGMS.
2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee and subgrantee must insure that all information collected, assemble or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies be open to the public, except as otherwise provided by law.
5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.
8. When incorporated into a grant award or contract, these standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met.
9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

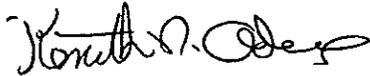
10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.



LPD Authorized Official

1-9-13

Date

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.


Annise D. Parker, Mayor *M. D. Apple* Date 1-25-13
City of Houston

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Source of Funds: N/A
Requested By: Tim Tietjens Account Number:
Department: Planning & Development Amount Budgeted:
Report: Resolution: Ordinance: Amount Requested:
Other: Budgeted Item: YES NO

Attachments :

1. Ordinance
2. Easement from Port of Houston Authority
3. Easement from Cunningham Family Partnership
4. Deed to Port of Houston Authority
5. Deed to Cunningham Family Partnership
6. Appraisal Summary
7. CenterPoint No Objection Letter
8. AT&T No Objection Letter
9. Comcast No Objection Letter
10. Area Map

SUMMARY & RECOMMENDATIONS

The City has processed an application from the Port of Houston Authority and the Joseph P. Cunningham Family Partnership to vacate, abandon and close a portion of the N. 8th St. Right-of-Way between N. "J" St. and N. "L" St. in the Nebraska Syndicate Subdivision. The purpose of the applicants' request is to facilitate expansion of operations in the Nebraska Syndicate subdivision.

Staff's review of the application has determined that existing water, sanitary sewer and storm sewer facilities are located within the portion of the N. 8th St. Right-of-Way subject to closing. Each applicant has subsequently executed a utility easement within their respective portion of the N. 8th St. Right-of-Way to be closed. Centerpoint Energy, Comcast and AT&T have each expressed "no objection" to the requested closing.

In accordance with Section 62-35 of the Code of Ordinances, an appraisal of the N. 8th St. Right-of-Way has been obtained by the City to establish fair market value. The appraisal report has set a value of \$2.75 per square foot for the subject right-of-way. Closing fees in the amount of \$60,637.50 (after 25% discount by ordinance) have been received from the Joseph P. Cunningham Family Partnership for its interest in the west ½ of the right-of-way. Per Section 62-35, Paragraph "A", the Port of Houston Authority, being a governmental entity having the power of eminent domain, is exempted from payment of application and closing fees for the east ½ of the subject right-of-way.

Action Required of Council:

Consider approval or other action of an ordinance vacating, abandoning, and closing a portion of the N. 8th Street Right-of-Way, retaining said right-of-way as a public utility easement, and authorizing the City Manager to execute deeds to each adjacent owner for their respective 1/2 of the right-of-way.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2015-_____

AN ORDINANCE VACATING, ABANDONING AND CLOSING A PORTION OF THE NORTH 8TH STREET RIGHT-OF-WAY; RETAINING A PUBLIC UTILITY EASEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte has been requested by the record owners of the property abutting the hereinafter described portion of the North 8th Street Right-of-Way, and;

WHEREAS, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the hereinafter described portion of the North 8th Street Right-of-Way is not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of hereinafter described portion of the North 8th Street Right-of-Way is for the protection of the public and for the public interest and benefit, and that the hereinafter described portion of the North 8th Street Right-of-Way should be vacated, abandoned, and permanently closed.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Under and by virtue of the power granted to the City of La Porte under its home rule charter and Chapter 253, Section 253.001, Texas Local Government Code, the hereinafter described portion of the North 8th Street Right-of-Way is hereby permanently vacated, abandoned, and closed by the City of La Porte, being generally illustrated on Exhibit "A" incorporated herein, and further described to wit:

Being a 1.3498 acre tract of land out of the North 8th Street Right-of-Way out of the Nebraska Syndicate Subdivision, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Lot 22, Nebraska Syndicate, said point being located at the northeast corner of the intersection of North 8th Street (80' wide) and North "J" Street (80' wide) rights-of-way;

THENCE in a westerly direction along the north line of the North "J" Street Right-of-Way, a distance of 80' to a point being located at the northwest corner of the intersection of North 8th Street and North "J" Street Rights-of-Way, said point marking the southwest corner of the herein described tract;

THENCE in a northerly direction along the west line of the North 8th Street Right-of-Way, a distance of 735' to a point on the west line of the North 8th Street Right-of-Way marking the northwest corner of the herein described tract;

THENCE in an easterly direction, across said North 8th Street Right-of-Way to a point on the east line of the North 8th Street Right-of-Way marking the northeast corner of the herein described tract;

THENCE in a southerly direction along the east line of the North 8th Street Right-of-Way a distance of 735' to the POINT OF BEGINNING of the herein described tract.

Section 2. The City of La Porte hereby retains for itself and its successors and assigns, a Public Utility Easement for existing water, sanitary sewer and storm sewer facilities located within the aforementioned North 8th Street Right-of-Way.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 4. This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED THIS _____ DAY OF _____ 2015.

CITY OF LA PORTE

By:

Louis R. Rigby, Mayor

ATTEST:

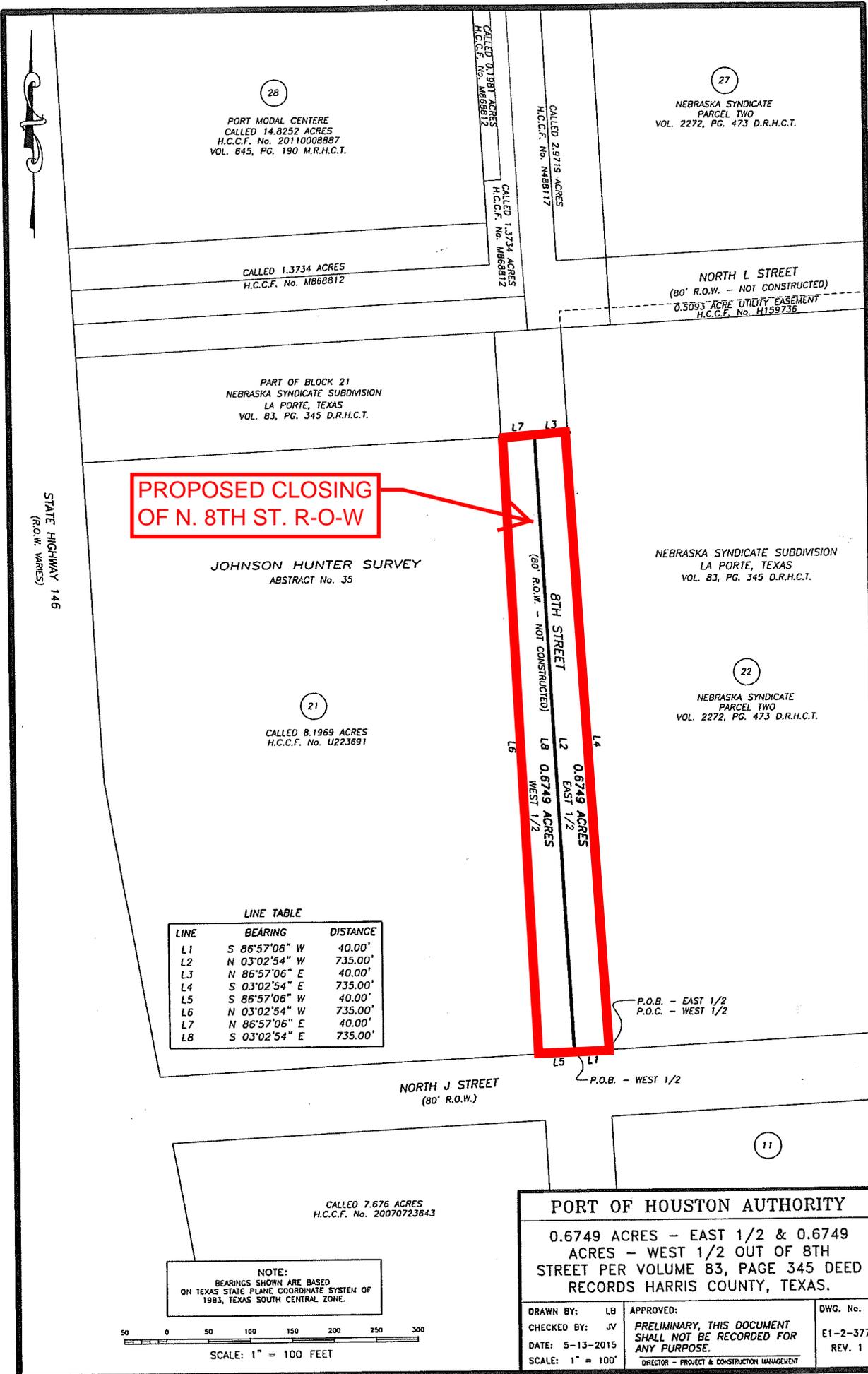
Patrice Fogarty, City Secretary

APPROVED:



Knox W. Askins, City Attorney

EXHIBIT "A"

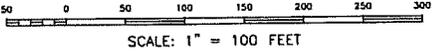


**PROPOSED CLOSING
OF N. 8TH ST. R-O-W**

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 86°57'06" W	40.00'
L2	N 03°02'54" W	735.00'
L3	N 86°57'06" E	40.00'
L4	S 03°02'54" E	735.00'
L5	S 86°57'06" W	40.00'
L6	N 03°02'54" W	735.00'
L7	N 86°57'06" E	40.00'
L8	S 03°02'54" E	735.00'

NOTE:
BEARINGS SHOWN ARE BASED
ON TEXAS STATE PLANE COORDINATE SYSTEM OF
1983, TEXAS SOUTH CENTRAL ZONE.



PORT OF HOUSTON AUTHORITY
0.6749 ACRES - EAST 1/2 & 0.6749 ACRES - WEST 1/2 OUT OF 8TH STREET PER VOLUME 83, PAGE 345 DEED RECORDS HARRIS COUNTY, TEXAS.

DRAWN BY: LB	APPROVED:	DWG. No.
CHECKED BY: JV	PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.	E1-2-377
DATE: 5-13-2015	DIRECTOR - PROJECT & CONSTRUCTION MANAGEMENT	REV. 1
SCALE: 1" = 100'		

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That **PORT OF HOUSTON AUTHORITY** ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF LA PORTE** ("Grantee"), a Municipal Corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, have this day GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto said GRANTEE, and to its successors and assigns the perpetual right, privilege and easement, with appropriate rights of ingress and reasonable working area for construction and maintenance, to enter upon and construct, reconstruct, maintain, operate, inspect, replace, repair and remove **EXISTING PUBLIC WATER, SANITARY SEWER, AND STORM SEWER FACILITIES** together with all necessary appurtenances, over, across, through and under that certain tract or parcel of land lying and being situated in Harris County, Texas and being more particularly described on Exhibits "A" & "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto said GRANTEE, its FRANCHISED UTILITY COMPANIES, and its successors or assigns, in accordance with the terms and conditions hereinabove set forth. The GRANTOR does hereby bind itself, its successors or assigns to WARRANT AND FOREVER DEFEND, all and singular the said easement unto the GRANTEE, its FRANCHISED UTILITY COMPANIES, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF on this the 27 day of August, 2015.

BY: [Signature]
Authorized Representative Port of Houston Authority

This instrument was acknowledged before me on the 27 day of August, 2015

by Roger Guenther

[Signature]
Notary Public, State of Texas

Mailing Address of Grantee
City of La Porte
604 West Fairmont Parkway
La Porte, Texas 77571

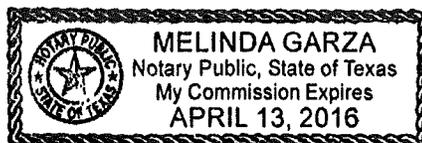


EXHIBIT "A"

0.6749 ACRES
EAST 1/2

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.6749 ACRES SITUATED IN THE *JOHNSON HUNTER SURVEY, ABSTRACT No. 35, HARRIS COUNTY, TEXAS*, AND BEING OUT 8th STREET AS SHOWN ON THE MAP OF THE NEBRASKA SYNDICATE SUBDIVISION OF LA PORTE, TEXAS AS RECORDED IN VOLUME 83, PAGE 345, DEED RECORDS HARRIS COUNTY, TEXAS; SAID 0.6749 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at a point in the north margin of North "J" Street (80 foot R.O.W.) and the east margin of said 8th Street (not constructed 80 foot R.O.W.) for the southwest corner of Block 22 of said Nebraska Syndicate Subdivision and part of Parcel Two as recorded in Volume 2272, Page 473, Deed Records Harris County, Texas, same being the southeast corner of this herein described tract;

THENCE South 86 degrees 57 minutes 06 seconds West, a distance of 40.00 feet with the north margin of said North "J" Street to a point for the southwest corner of this herein described tract;

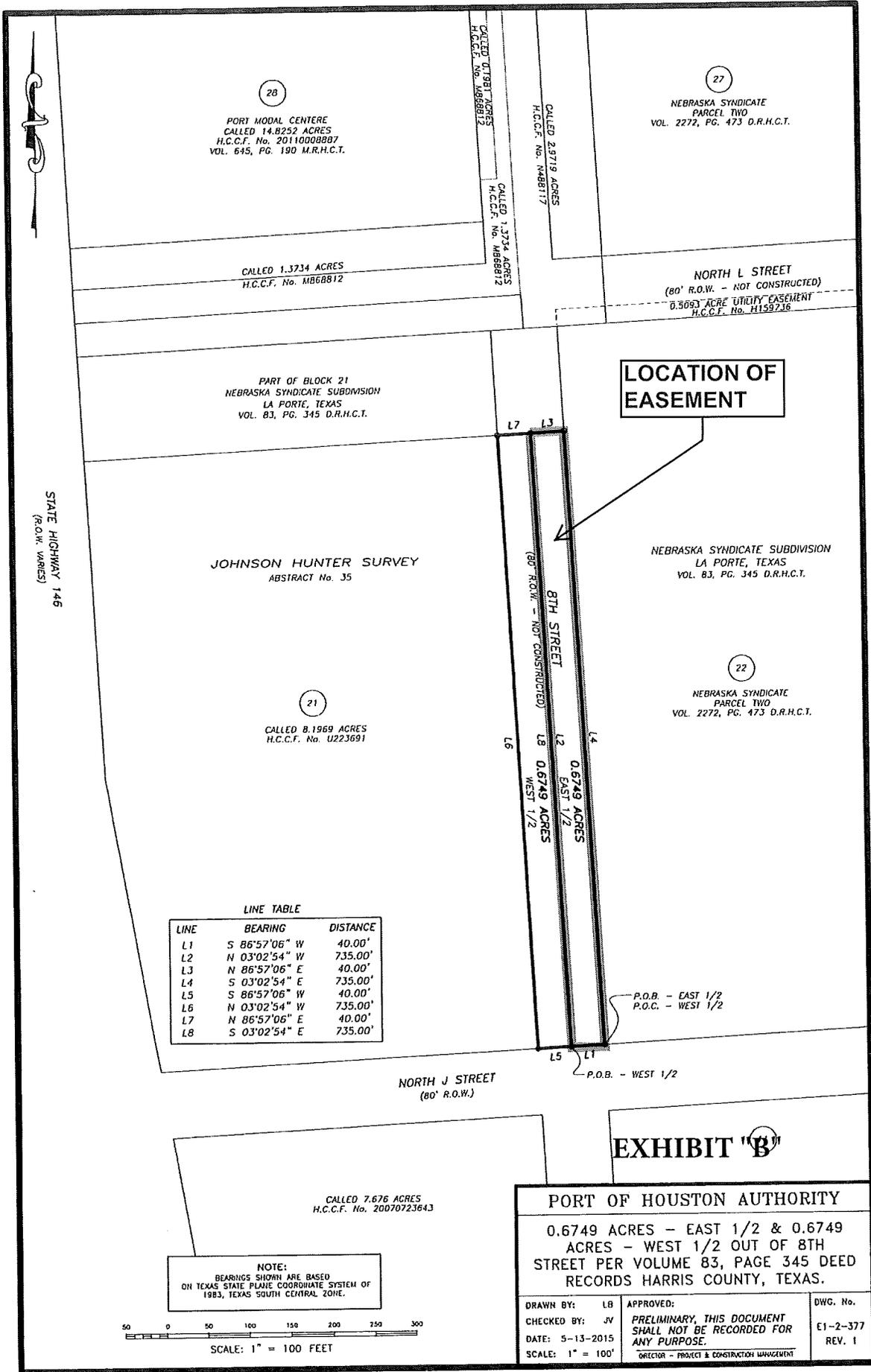
THENCE North 03 degrees 02 minutes 54 seconds West, a distance of 735.00 feet with the centerline of said 8th Street to a point for the northwest corner of this herein described tract;

THENCE North 86 degrees 57 minutes 06 seconds East, a distance of 40.00 feet across said 8th Street to a point for the northeast corner of this herein described tract;

THENCE South 03 degrees 02 minutes 54 seconds East, a distance of 735.00 feet with the east margin of said 8th Street, same being the west line of said Block 22 to the **POINT OF BEGINNING** and containing 0.6749 acres.

BEARING STRUCTURE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

E1-2-377



28
 PORT MODAL CENTER
 CALLED 14.8252 ACRES
 H.C.C.F. No. 20110008807
 VOL. 645, PG. 190 M.R.H.C.T.

27
 NEBRASKA SYNDICATE
 PARCEL TWO
 VOL. 2272, PG. 473 D.R.H.C.T.

CALLED 1.3734 ACRES
 H.C.C.F. No. M868812

CALLED 1.3734 ACRES
 H.C.C.F. No. M868812

CALLED 2.9719 ACRES
 H.C.C.F. No. M88117

NORTH L STREET
 (80' R.O.W. - NOT CONSTRUCTED)
 0.5093 ACRE UTILITY EASEMENT
 H.C.C.F. No. H159716

LOCATION OF EASEMENT

PART OF BLOCK 21
 NEBRASKA SYNDICATE SUBDIVISION
 LA PORTE, TEXAS
 VOL. 83, PG. 345 D.R.H.C.T.

NEBRASKA SYNDICATE SUBDIVISION
 LA PORTE, TEXAS
 VOL. 83, PG. 345 D.R.H.C.T.

JOHNSON HUNTER SURVEY
 ABSTRACT No. 35

21
 CALLED 8.1969 ACRES
 H.C.C.F. No. U223691

22
 NEBRASKA SYNDICATE
 PARCEL TWO
 VOL. 2272, PG. 473 D.R.H.C.T.

STATE HIGHWAY 146
 (R.O.W. VARIES)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 86°57'06" W	40.00'
L2	N 03°02'54" W	735.00'
L3	N 86°57'06" E	40.00'
L4	S 03°02'54" E	735.00'
L5	S 86°57'06" W	40.00'
L6	N 03°02'54" W	735.00'
L7	N 86°57'06" E	40.00'
L8	S 03°02'54" E	735.00'

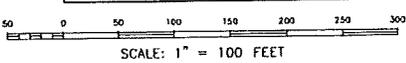
NORTH J STREET
 (80' R.O.W.)

P.O.B. - EAST 1/2
 P.O.C. - WEST 1/2

EXHIBIT 'B'

PORT OF HOUSTON AUTHORITY
 0.6749 ACRES - EAST 1/2 & 0.6749
 ACRES - WEST 1/2 OUT OF 8TH
 STREET PER VOLUME 83, PAGE 345 DEED
 RECORDS HARRIS COUNTY, TEXAS.

NOTE:
 BEARINGS SHOWN ARE BASED
 ON TEXAS STATE PLANE COORDINATE SYSTEM OF
 1983, TEXAS SOUTH CENTRAL ZONE.



DRAWN BY: LB	APPROVED:	DWG. No.
CHECKED BY: JV	PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.	E1-2-377
DATE: 5-13-2015	SCALE: 1" = 100'	REV. 1
DIRECTOR - PROJECT & CONSTRUCTION MANAGEMENT		

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That **JOSEPH P. CUNNINGHAM FAMILY PARTNERSHIP, LTD.** ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF LA PORTE** ("Grantee"), a Municipal Corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, have this day **GRANTED, BARGAINED, SOLD AND CONVEYED** and by these presents do **GRANT, SELL AND CONVEY** unto said **GRANTEE**, and to its successors and assigns the perpetual right, privilege and easement, with appropriate rights of ingress and reasonable working area for construction and maintenance, to enter upon and construct, reconstruct, maintain, operate, inspect, replace, repair and remove **EXISTING PUBLIC WATER, SANITARY SEWER, AND STORM SEWER FACILITIES** together with all necessary appurtenances, over, across, through and under that certain tract or parcel of land lying and being situated in Harris County, Texas and being more particularly described on Exhibits "A" & "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto said **GRANTEE**, its **FRANCHISED UTILITY COMPANIES**, and its successors or assigns, in accordance with the terms and conditions hereinabove set forth. The **GRANTOR** does hereby bind itself, its successors or assigns to **WARRANT AND FOREVER DEFEND**, all and singular the said easement unto the **GRANTEE**, its **FRANCHISED UTILITY COMPANIES**, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF on this the 25th day of Aug, 2015.

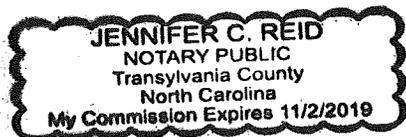
BY: [Signature]
Authorized Representative Port of Houston Authority

This instrument was acknowledged before me on the 25th day of Aug, 2015 .

by Joseph P Cunningham

Jennifer C Reid
Notary Public, State of Texas in
North Carolina

Mailing Address of Grantee
City of La Porte
604 West Fairmont Parkway
La Porte, Texas 77571



**0.6749 ACRES
WEST 1/2**

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING **0.6749** ACRES SITUATED IN THE *JOHNSON HUNTER SURVEY, ABSTRACT No. 35, HARRIS COUNTY, TEXAS*, AND BEING OUT 8th STREET AS SHOWN ON THE MAP OF THE NEBRASKA SYNDICATE SUBDIVISION OF LA PORTE, TEXAS AS RECORDED IN VOLUME 83, PAGE 345, DEED RECORDS HARRIS COUNTY, TEXAS; SAID **0.6749** ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a point in the north margin of North "J" Street (80 foot R.O.W.) and the east margin of said 8th Street (not constructed 80 foot R.O.W.) for the southwest corner of Block 22 of said Nebraska Syndicate Subdivision and part of Parcel Two as recorded in Volume 2272, Page 473, Deed Records Harris County, Texas;

THENCE South 86 degrees 57 minutes 06 seconds West, a distance of 40.00 feet with the north margin of said North "J" Street to a point for the southeast corner and **POINT OF BEGINNING** of this herein described tract;

THENCE South 86 degrees 57 minutes 06 seconds West, a distance of 40.00 feet with the north margin of said North "J" Street to a point in the west margin of said 8th Street for the southeast corner of Block 21 of said Nebraska Syndicate Subdivision, same being the southwest corner of this herein described tract;

THENCE North 03 degrees 02 minutes 54 seconds West, a distance of 735.00 feet with the west margin of said 8th Street, same being the east line of said Block 21 and a called 8.1969 acre tract as recorded in Harris County Clerk's File No. U223691 to a point for the northwest corner of this herein described tract;

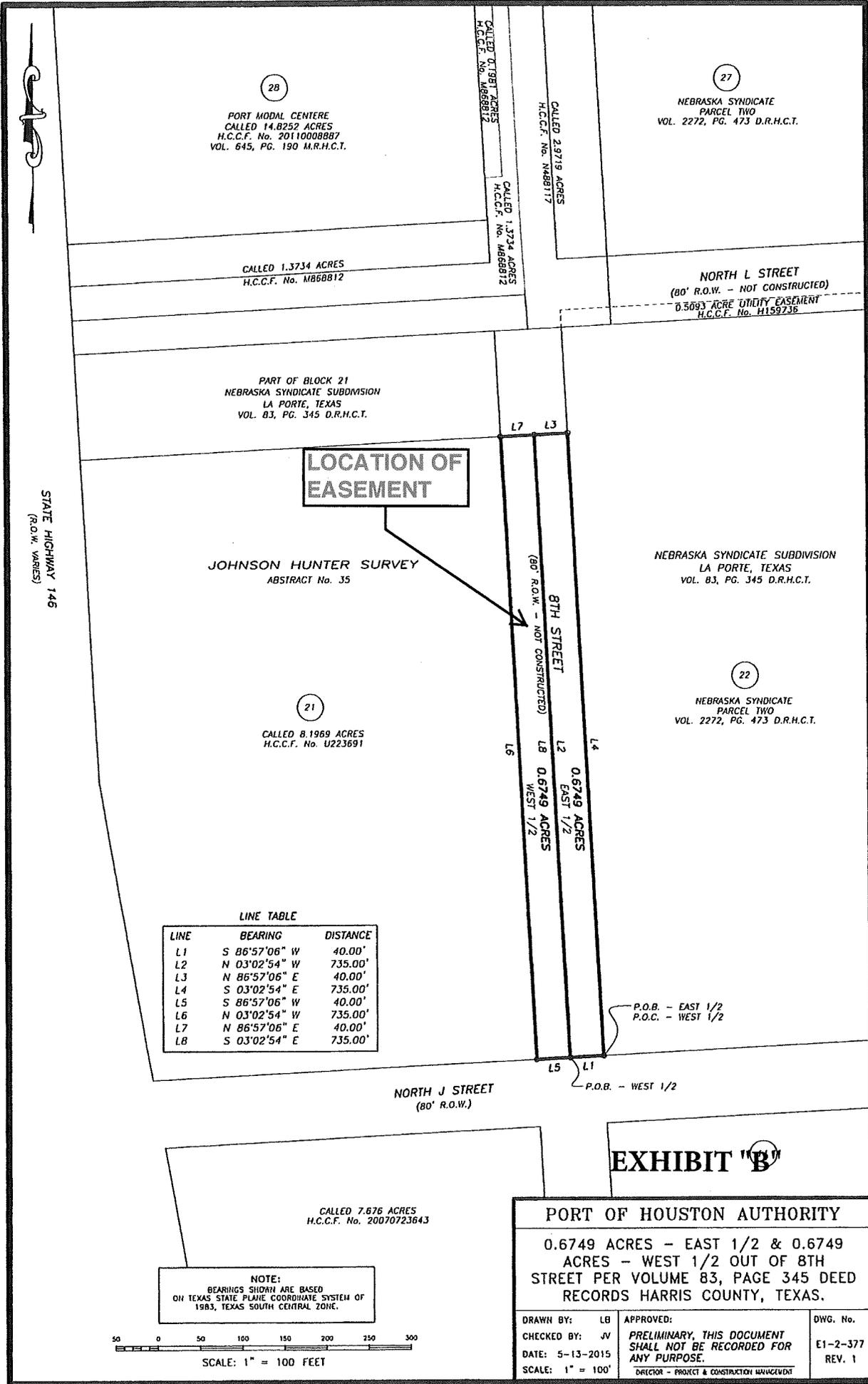
THENCE North 86 degrees 57 minutes 06 seconds East, a distance of 40.00 feet across said 8th Street to a point for the northeast corner of this herein described tract;

THENCE South 03 degrees 02 minutes 54 seconds East, a distance of 735.00 feet with the centerline of said 8th Street to the **POINT OF BEGINNING** and containing **0.6749** acres.

BEARING STRUCTURE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

EI-2-377





28

PORT MODAL CENTER
CALLED 14.8252 ACRES
H.C.C.F. No. 2011000887
VOL. 645, PG. 190 M.R.H.C.T.

27

NEBRASKA SYNDICATE
PARCEL TWO
VOL. 2272, PG. 473 D.R.H.C.T.

CALLED 1.3734 ACRES
H.C.C.F. No. M868812

CALLED 0.1981 ACRES
H.C.C.F. No. M868812

CALLED 1.3734 ACRES
H.C.C.F. No. M868812

CALLED 2.9719 ACRES
H.C.C.F. No. N888117

NORTH L STREET
(80' R.O.W. - NOT CONSTRUCTED)
0.5093 ACRE UTILITY EASEMENT
H.C.C.F. No. H159736

PART OF BLOCK 21
NEBRASKA SYNDICATE SUBDIVISION
LA PORTE, TEXAS
VOL. 83, PG. 345 D.R.H.C.T.

LOCATION OF
EASEMENT

JOHNSON HUNTER SURVEY
ABSTRACT No. 35

NEBRASKA SYNDICATE SUBDIVISION
LA PORTE, TEXAS
VOL. 83, PG. 345 D.R.H.C.T.

STATE HIGHWAY 146
(R.O.W. VARIES)

21

CALLED 8.1969 ACRES
H.C.C.F. No. U223691

22

NEBRASKA SYNDICATE
PARCEL TWO
VOL. 2272, PG. 473 D.R.H.C.T.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 86°57'06" W	40.00'
L2	N 03°02'54" W	735.00'
L3	N 86°57'06" E	40.00'
L4	S 03°02'54" E	735.00'
L5	S 86°57'06" W	40.00'
L6	N 03°02'54" W	735.00'
L7	N 86°57'06" E	40.00'
L8	S 03°02'54" E	735.00'

P.O.B. - EAST 1/2
P.O.C. - WEST 1/2

NORTH J STREET
(80' R.O.W.)

P.O.B. - WEST 1/2

EXHIBIT 'B'

CALLED 7.676 ACRES
H.C.C.F. No. 20070723643

PORT OF HOUSTON AUTHORITY

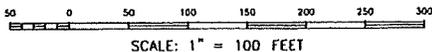
0.6749 ACRES - EAST 1/2 & 0.6749
ACRES - WEST 1/2 OUT OF 8TH
STREET PER VOLUME 83, PAGE 345 DEED
RECORDS HARRIS COUNTY, TEXAS.

NOTE:
BEARINGS SHOWN ARE BASED
ON TEXAS STATE PLANE COORDINATE SYSTEM OF
1983, TEXAS SOUTH CENTRAL ZONE.

DRAWN BY: LB
CHECKED BY: JV
DATE: 5-13-2015
SCALE: 1" = 100'

APPROVED:
PRELIMINARY, THIS DOCUMENT
SHALL NOT BE RECORDED FOR
ANY PURPOSE.
DIRECTOR - PROJECT & CONSTRUCTION MANAGEMENT

DWG. No.
E1-2-377
REV. 1



SCALE: 1" = 100 FEET

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: PORT OF HOUSTON AUTHORITY

Mailing Address: 111 East Loop N, Houston, Texas 77029-4326

Consideration: Ten and No/100 Dollars (\$10.00) cash
and other good and valuable considerations

Property (including any improvements):

The east one-half of the southernmost 735' of the right-of-way of N. 8th Street, in the City of La Porte, Harris County, Texas, lying and being situated between Lots 21 and 22 of Nebraska Syndicate, a subdivision in Harris County, Texas, and the North line of N. "J" Street right-of-way, and being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is here made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-_____ passed and approved by the City Council of the City of La Porte on the _____ day of _____, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Attest:

City of La Porte

Patrice Fogarty
City Secretary

By: _____
Corby D. Alexander
City Manager

Approved:


Knox W. Askins
City Attorney

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on ____ day of _____, 2015, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

ASKINS & ASKINS, P.C.
P.O. Box 1218
La Porte, TX 77572-1218

ASKINS & ASKINS, P.C.
P.O. Box 1218
La Porte, TX 77572-1218

EXHIBIT "A" TO DEED

Being a 0.6749 acre tract of land out of the North 8th Street Right-of-Way located in the Nebraska Syndicate Subdivision, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of Lot 22, Nebraska Syndicate, said point being located at the northeast corner of the intersection of North 8th Street (80' wide) and the North "J" Street (80' wide) rights-of-way;

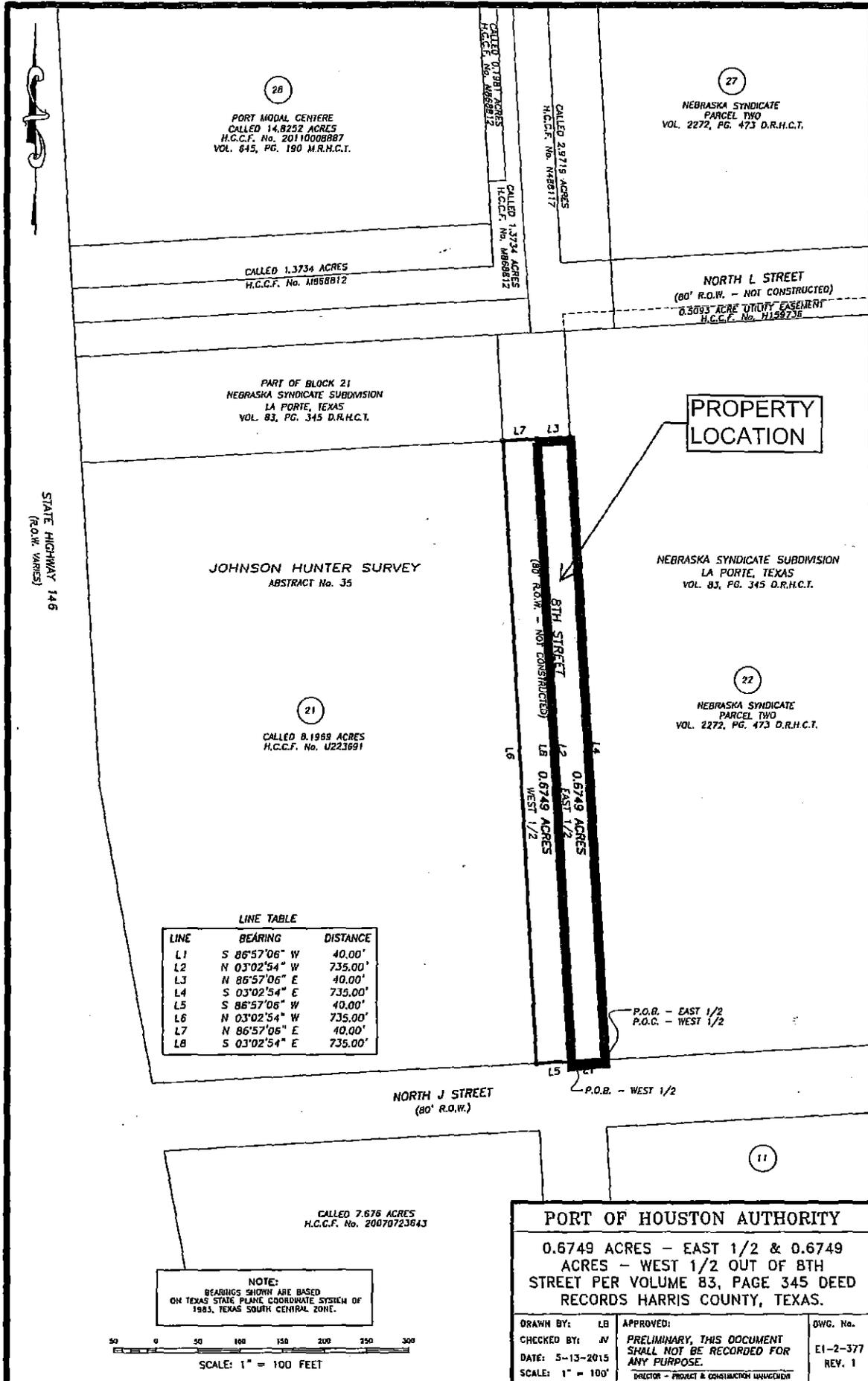
THENCE in a northerly direction along the east line of the North 8th Street Right-of-Way, a distance of 735' to a point marking the northeast corner of the herein described tract;

THENCE in an westerly direction, across said North 8th Street Right-of-Way, a distance of 40' to a point located on the centerline of the North 8th Street Right-of-Way, said point being the northwest corner of the herein described tract;

THENCE in a southerly direction along the centerline of the North 8th Street Right-of-Way, a distance of 735' to its intersection with the north line of the North "J" Street Right-of-Way, said point being the southwest corner of the herein described tract;

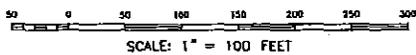
THENCE in an easterly direction along the north line of the North "J" Street Right-of-Way a distance of 40' to the POINT OF BEGINNING of the herein described tract.

EXHIBIT "B"



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 86°57'06" W	40.00'
L2	N 03°02'54" W	735.00'
L3	N 86°57'06" E	40.00'
L4	S 03°02'54" E	735.00'
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L6	N 03°02'54" W	735.00'
L7	N 86°57'06" E	40.00'
L8	S 03°02'54" E	735.00'



DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2015

Grantor: City of La Porte, Texas, a municipal corporation

Mailing Address: 604 West Fairmont Parkway, La Porte, TX 77571

Grantee: JOSEPH P. CUNNINGHAM FAMILY PARTNERSHIP

Mailing Address: 2208 Twin Oaks Blvd., Kemah, Texas 77565-2153

Consideration: Ten and No/100 Dollars (\$10.00) cash
and other good and valuable considerations

Property (including any improvements):

The west one-half of the southernmost 735' of the right-of-way of N. 8th Street, in the City of La Porte, Harris County, Texas, lying and being situated between Lots 21 and 22 of Nebraska Syndicate, a subdivision in Harris County, Texas, and the North line of N. "J" Street right-of-way, and being further described by metes and bounds on Exhibit "A", attached hereto and as shown on a plat attached hereto as Exhibit "B", reference to which is here made for all purposes, which was vacated, abandoned and closed by City of La Porte Ordinance No. 2015-_____ passed and approved by the City Council of the City of La Porte on the _____ day of _____, 2015.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the county clerk of the aforesaid county.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee the property without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

Attest:

City of La Porte

Patrice Fogarty
City Secretary

By: _____
Corby D. Alexander
City Manager

Approved:



Knox W. Askins
City Attorney

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on ____ day of _____, 2015, by Corby D. Alexander, City Manager of the City of La Porte, a municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

ASKINS & ASKINS, P.C.
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La Porte, TX 77572-1218

ASKINS & ASKINS, P.C.
P.O. Box 1218
La Porte, TX 77572-1218

EXHIBIT "A" TO DEED

Being a 0.6749 acre tract of land out of the North 8th Street Right-of-Way located in the Nebraska Syndicate Subdivision, and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 21, Nebraska Syndicate, said point being located at the northwest corner of the intersection of North 8th Street (80' wide) and the North "J" Street (80' wide) rights-of-way;

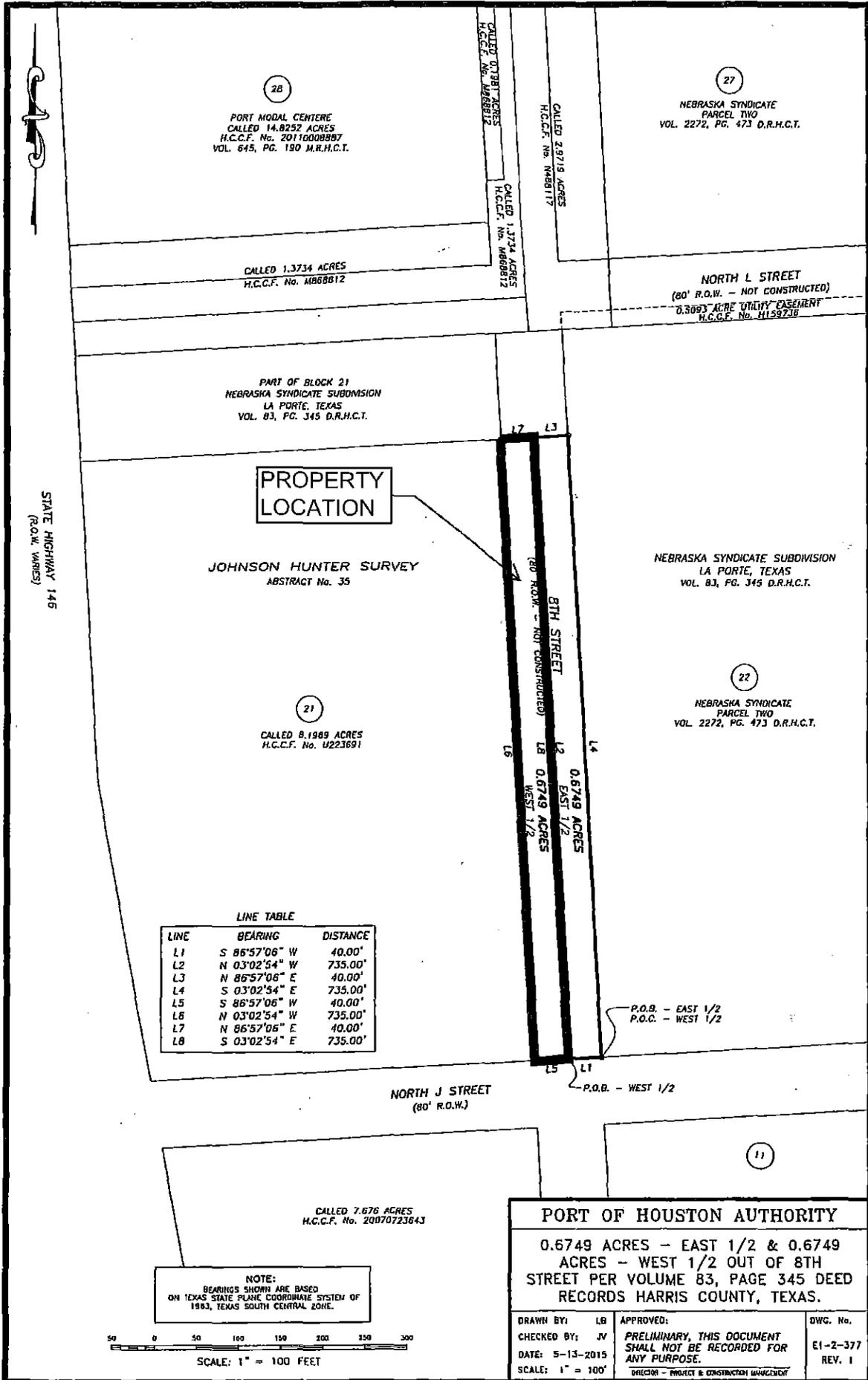
THENCE in a northerly direction along the west line of the North 8th Street Right-of-Way, a distance of 735' to a point marking the northwest corner of the herein described tract;

THENCE in an easterly direction, across said North 8th Street Right-of-Way, a distance of 40' to a point located on the centerline of the North 8th Street Right-of-Way, said point being the northeast corner of the herein described tract;

THENCE in a southerly direction along the centerline of the North 8th Street Right-of-Way, a distance of 735' to its intersection with the north line of the North "J" Street Right-of-Way, said point being the southeast corner of the herein described tract;

THENCE in a westerly direction along the north line of the North "J" Street Right-of-Way a distance of 40' to the POINT OF BEGINNING of the herein described tract.

EXHIBIT "B"



28
PORT MODAL CENTERE
CALLED 14.8252 ACRES
H.C.C.F. No. 20116008887
VOL. 645, PG. 190 M.R.H.C.T.

27
NEBRASKA SYNDICATE
PARCEL TWO
VOL. 2272, PG. 473 D.R.H.C.T.

CALLLED 1.3734 ACRES
H.C.C.F. No. M868812

NORTH L STREET
(60' R.O.W. - NOT CONSTRUCTED)
0.3083 ACRE UTILITY EASEMENT
H.C.C.F. No. H159736

PART OF BLOCK 21
NEBRASKA SYNDICATE SUBDIVISION
LA PORTE, TEXAS
VOL. 83, PG. 345 D.R.H.C.T.

NEBRASKA SYNDICATE SUBDIVISION
LA PORTE, TEXAS
VOL. 83, PG. 345 D.R.H.C.T.

PROPERTY
LOCATION

JOHNSON HUNTER SURVEY
ABSTRACT No. 35

21
CALLED 8.1989 ACRES
H.C.C.F. No. U223691

22
NEBRASKA SYNDICATE
PARCEL TWO
VOL. 2272, PG. 473 D.R.H.C.T.

NORTH J STREET
(80' R.O.W.)

CALLLED 7.676 ACRES
H.C.C.F. No. 20070723643

PORT OF HOUSTON AUTHORITY

0.6749 ACRES - EAST 1/2 & 0.6749
ACRES - WEST 1/2 OUT OF 8TH
STREET PER VOLUME 83, PAGE 345 DEED
RECORDS HARRIS COUNTY, TEXAS.

DRAWN BY: LB APPROVED: PRELIMINARY, THIS DOCUMENT
CHECKED BY: JV SHALL NOT BE RECORDED FOR
DATE: 5-13-2015 ANY PURPOSE.
SCALE: 1" = 100' DIRECTOR - PROJECT & CONSTRUCTION MANAGEMENT

DWG. No. E1-2-377
REV. 1

R.C. Chuoke & Associates, Inc.
Appraisers & Consultants

P.O. Box 1447
League City, Texas 77574

Office- 281-338-9633
Fax- 281-338-9533

October 21, 2015

City of La Porte
P.O. Box 1115
La Porte, Texas 77572

RE: Restricted Appraisal regarding the estimated **Market Value** of a portion of the North 8th Street road right of way between North J Street and North L Street, City of La Porte, Harris County, Texas.

Dear Sirs:

In accordance with your request, I have inspected the following described property for the purpose of estimating the **Market Value** following described property as of the date of this Restricted Appraisal. As per our agreement, the data and analysis is presented in an abbreviated Restricted Appraisal format and is not intended to contain the full narrative analysis.

BRIEF LEGAL DESCRIPTION OF PROPERTY

Known as a portion of a portion of the North 8th Street road right of way between North J Street and North L Street, City of La Porte, Harris County, Texas. (See site plan in addenda).

I hereby certify that I have personally inspected the property described via a street inspection and that all data gathered by my investigation is from sources believed reliable and true. In preparing this Restricted Appraisal, a study of comparable sales and other related market data was performed.

It should clearly be understood that this letter only constitutes only a statement of the final value and that does not presume to be the complete analysis of the subject property nor a complete appraisal format and is subject to the preparation of a detailed appraisal report.

.....Page 2 Continued.....

The market values in the subject neighborhood appear to vary generally from +-\$1.00 PSF to over \$4.00 PSF for tracts generally similar to the adjacent tracts or those with proximity to the subject property either near or in close proximity to State Highway 146 and State Highway 225 as well a Barbour's Cut Blvd. Some of the primary roadways in the immediate neighborhood of the subject are State Highway 146, State Highway 225, Barbour's Cut Blvd, and Spencer Highway. The area generally has access to public utilities. The subject property consists of a portion of the existing North 8th Street right of way which is currently an unopened and non paved public right of way. We were not provided a site size. The subject site appears to be generally flat and level. The subject property is not located in the 100 year flood plain. The Highest and Best Use of the subject property is determined to be for use as street right of way or for use by adjacent property owners due to its unique configuration. Adjacent property uses included office/warehouse and open storage yards located to the west and north. There is an unimproved tract to land to the east. Much of the land use in the immediate area are oriented towards the Barbour's Cut port and terminal facility. The client and intended user of this appraisal is the City of La Porte only. The intended use is to estimate the current market value of the subject property of this analysis as described above for use in street abandonment procedures. There has been no transfer of the subject property noted for the past 36 months per appraisal district records. The effective date of the appraisal is October 10, 2015. The date of the report is October 21, 2015. The estimated exposure time is up to 24 months.

After a review of the comparable sales it is my opinion the estimated unit value range of between **\$2.00 PSF to over \$3.50 PSF** would be placed on the subject property with a mid-range value of **\$2.50 PSF** being indicated for the subject property before any discounting. Therefore the unit market value of the subject tract is estimated at **\$2.75 PSF which is based on 100% fee simple ownership with no discounting applied.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Chris Chuoke', written over a horizontal line.

Chris Chuoke, President
R.C. CHUOKE & ASSOCIATES, INC.



June 8, 2015

Jim Vo
Port Of Houston Authority
111 East Loop North
Houston, Texas 77029

Re: Street Closure of 8th Street between North "J" & North "L", La Porte, TX
R/W File # 91530

Dear Mr. Vo:

The City of La Porte, Texas has been asked to close and abandon a portion of 8th Street located between North "J" and North "L" streets.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned shown on the attached Exhibit A. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of La Porte, Texas forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Yours truly,

A handwritten signature in blue ink that reads "Rosemary Valdez". The signature is written in a cursive style.

Rosemary Valdez, SR/WA
Right of Way Agent
713-207-6027

Enclosures



AT&T Texas
510 Arkansas Street
Room 200
South Houston, TX 77587

T: 713.943.4931
F: 713.943.5699

June 10, 2015

Jim Vo
111 East Loop North
Houston, Texas 77029

RE: "Consent to Abandon" Abandonment of the 80' wide right-of-way of the 8th Street that extends North from J Street 735' to it L Street, LaPorte, Harris County, Texas. (R.O.W. Job # LP 00615-M)

Dear Mr. Vo,

Southwestern Bell Telephone Company (SWBT) offers **No Objection** to the abandonment of the 80' wide right-of-way of the 8th Street that extends north from North J Street, 735' to L Street, LaPorte, Harris County, Texas, as described in your acceptance letter dated May 19th, 2015.

If you have any questions or need any additional information please contact me at the above address or by telephone at 713 943-4931 or by email at sm8285@att.com.

Sincerely,

Sonya Merrill
Manager-Engineering Design
Right-of-Way



May 21, 2015

Jim P. Vo
Port of Houston Authority
Real Estate Asset Manager

Re: No Objection to the closure of 8th Street (Undeveloped) between North L Street and North J Street

To Whom it May Concern,,

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objections to the closures of 8th Street (Undeveloped) between North L Street and North J Street as depicted on the attached hereto drawing number E1-2-377 REV. 1 and described more particularly on the attached hereto metes and bounds descriptions as Comcast has no facilities within either limits of this closure.

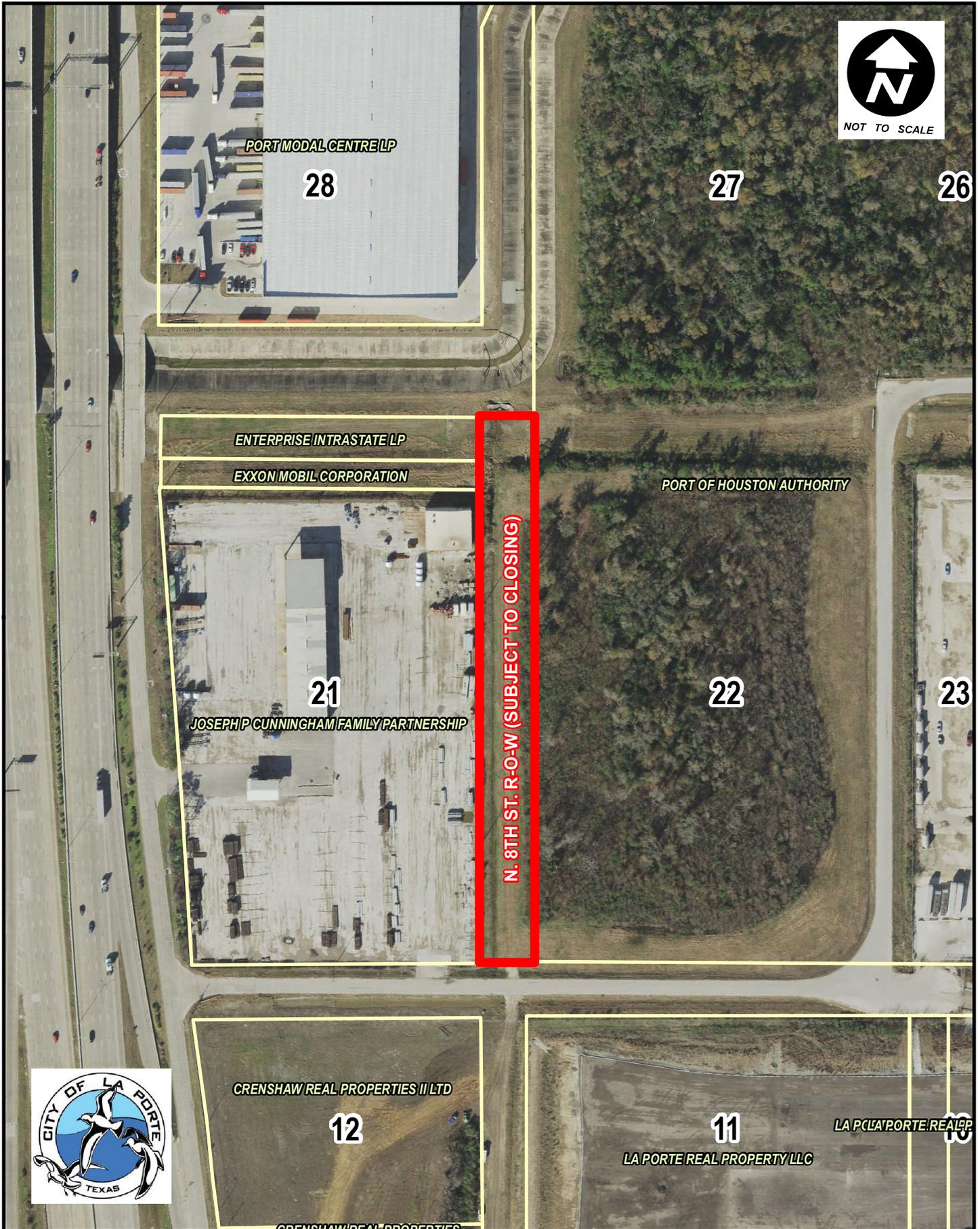
Please feel free to contact me at 713-637-5025 with any questions that you may have.

Sincerely,

A handwritten signature in blue ink that reads "Chris Grey".

Chris Grey
Construction Supervisor, Design and Serviceability

TIRZ NO. 1 - BOUNDARY MAP



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 14, 2015</u>	<u>Appropriation</u>
Requested By: <u>R.J. Davidson</u>	Source of Funds: <u>General Funds</u>
Department: <u>Planning & Development</u>	Account Number: <u>001.9092.524.6021</u>
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$60,000.00</u>
Other: <input type="radio"/>	Amount Requested: <u>N/A</u>
Attachments :	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Progress Photos

SUMMARY & RECOMMENDATIONS

The Dangerous Building Inspection Board, as established by Sect. 82-472 of the City's Code of Ordinances, is composed of the Deputy Building Official (R.J. Davidson), the Fire Chief (Mike Boaze) and the Fire Marshal (Clif Meekins).

On August 24, 2015, Council granted two property owners 90 days to complete repairs on structures located at 203 Bay Oaks and 422 S. 2nd Street. Both structures are under repair at this time. Staff is requesting the deadline be extended an additional 90 days for the property owners to complete the repairs.

Action Required of Council:

Receive update on repair status of two structures located 203 Bay Oaks and 422 S. 2nd Street and consider approval or other action to extend the deadline by an additional 90 days for the owners to complete the repairs.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Dangerous Buildings

Possible Dangerous Building List

12/14/15





422 S. 2nd St.





203 Bay Oaks Dr.





203 Bay Oaks Dr.



Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**CITY OF LA PORTE
SUMMARY OF VEHICLE REPLACEMENTS
FISCAL YEAR 2015-16**

Account Number	Amount	Unit	Description
009-5051-522-8050	\$ 47,394	51-20	2003 Ford F-350 Crew 4X4
009-5253-521-8050	20,545	53-05	1998 Radar Trailer
009-5253-521-8050	37,987	53-10	2009 Ford Police Interceptor
009-5253-521-8050	37,987	53-13	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-19	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-20	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-26	2010 Dodge Charger Interceptor
009-5253-521-8050	37,987	53-32	2008 Ford Police Interceptor
009-5253-521-8050	37,987	53-60	2007 Chevy Impala Interceptor
009-5253-521-8050	37,987	53-67	2008 Chevy Impala Interceptor
009-5253-521-8050	37,987	53-79	2011 Ford Police Interceptor
009-6049-551-8050	13,095	49-09	2010 Zero Turn Mower
009-6049-551-8050	26,243	49-10	2010 Tri-Plex Mower
009-6049-551-8050	30,124	49-30	2011 Greens Mower
009-6049-551-8050	23,532	49-33	2003 Ford F150 Pickup
✓ 009-5059-522-8050	94,789	59-34	2011 Ford F450 Ambulance
009-7071-531-8050	50,733	71-09	2003 Underground Pipehunter
009-7071-531-8050	31,760	71-23	2003 John Deere 5420 Tractor
009-7071-531-8050	44,051	71-29	2004 Crafcro Crack Sealer
009-7071-531-8050	147,466	71-36	2001 New Holland Tractor
009-7071-531-8050	42,203	71-46	2004 Chevy 3500 Flatbed Truck
009-7071-531-8050	31,760	71-76	2005 John Deere Tractor
✓ 009-7072-532-8050	152,168	72-42	2006 GMC Topkick W/Picker
✓ 009-7072-532-8050	158,579	72-43	2006 Sterling LT9500 Rearloader
✓ 009-7072-532-8050	158,579	72-44	2006 Sterling LT9500 Rearloader
009-7074-532-8050	18,437	74-17	2005 Ford F150 Pickup
009-7074-532-8050	18,437	74-20	2004 Chevy 1500 Pickup
009-7077-533-8050	36,816	77-55	2003 Ford New Holland
009-7077-533-8050	13,685	77-61	2007 Bushhog Mower
009-8080-552-8050	38,997	80-40	2002 John Deere Tractor
009-8081-552-8050	18,437	81-10	2004 Chevy 1500 Pickup
009-7084-533-8050	18,437	84-22	2003 Chevy 1500 Pickup
009-7085-533-8050	18,437	85-03	2004 Chevy 1500 Pickup
009-7085-533-8050	35,375	85-37	2005 Ford F350 W/Utility Body
009-7086-533-8050	35,375	86-37	2005 Ford F350 W/Utility Body
	\$ 1,667,337		



59-34 Ambulance Chassis

November 11, 2015
Ray Nolen
Chief
La Porte EMS
E-mail: nolenr@laportetx.gov

Quote # 10297E

Chief Nolen,

Per your request we are quoting remounting and refurbishing your Frazer Type I 14' Generator Powered Module E-2102, onto a 2015 Dodge 4500 6.7L diesel chassis w/ a Liquid Spring suspension system. For your convenience all pricing has been itemized below.

Frazer Type I 14' Generator Powered Module E-2102	
2015 Dodge 4500 6.7L diesel chassis	\$ 46,750.00
Liquid Spring Suspension system	\$ 10,000.00
Heat shielding for diesel chassis	\$ 1,400.00
Remount of Module (see Incl. Items below)	\$ 15,000.00
Chassis Exterior Upgrades	\$ 4,550.00
Chassis Interior Upgrades	\$ 3,300.00
Module Exterior Upgrades	\$ 12,075.00
Module Interior Upgrades	\$ 5,850.00
HGAC fee (contract AM10-14)	\$ 600.00
Chassis Trade In of 2011 Ford F-450 chassis with approximately 82-83,000 miles (VIN: 1FDUF4GT7BEB90680)	\$ -5,000.00
Total \$	94,525.00

Items included in above total:

Chassis Exterior Upgrades:

1. Items included in remount fee:
 - a) Furnish & install black Ranch Hand grille guard
 - b) (2) Whelen M4 grille lights w/ clear lenses in lieu of standard
Layout: Blue-Red
 - c) (2) Whelen M4 intersects on 45 degree brackets w/ clear lenses in lieu of standard
Layout: Red-Blue
 - d) Frazer aluminum rear window pass through plate
 - e) (2) New 125A & 150A Mega fuses with new wiring
 - f) Stripe new chassis to match module

g) New mounting rubber		
h) New tie downs & spacers		
i) VHB Tape		
j) Furnish & install Backup alarm		
k) Mudflaps		
l) This unit needs to be weighed and a weight slip provided to the customer		
m) Fuel with diesel to verify fuel flow		
n) Issue temporary license plate		
o) Wash Unit		
p) Route chassis exhaust at 90 degrees under generator compartment.		
2 . Furnish & install two (2) red Whelen M4 intersect lights with clear lenses; (1) on each fender	\$	400.00
3 . Furnish & install two (2) cast in-bumper speakers in lieu of speakers on the grille guard	\$	550.00
4 . Furnish & Install stainless steel wheel covers	\$	450.00
5 . Furnish and install dual buell 10" and 12" air horns (with new air tank) through the front bumper, reconnect to existing 1.9CFM fast recovery compressor below the front I/O, and Truck/Airhorn switch at the console	\$	1,000.00
6 . Furnish & install Arc Rite running boards	\$	850.00
7 . Furnish and install Federal Signal Rumbler with switch at console. Will operate when primary siren is on with Tap 2 through truck horn.	\$	\$1,000.00
8 . Remove and reinstall white puck antenna for GPS Opticom system base in electrical compartment. Wire ON with primary switch, disable with park and come back on with drive.	\$	300.00
	Total \$	4,550.00

Chassis Interior Upgrades

9 . Furnish & install pinned powder coated aluminum six position console	\$	incl.
a) Slot 1 – Furnish & install MDT plate with swivel moved forward and centered.	\$	450.00
c) Slot 2– Remove and reinstall Motorola 05 self contained radio and existing brackets in a new radio plate and speaker in front of the console, Mic D/S slot 1	\$	250.00
b) Slot 3 – Remove and reinstall one Motorola radio head and existing brackets in a new radio plate, reconnect with existing cable to base in electrical compartment. Speaker on front of console. Mic P/S slot 3.	\$	200.00
NOTE: If possible please make radio head flush with console.		
d) Slot 4 – Furnish & install new Whelen 295HFSC9 siren in lieu of standard, w/ mic on passenger's side of console slot 4 and Tap 2	\$	250.00
e) Slot 5/6 – Furnish & install new double slot switch panel	\$	incl.
Switch Layout: Primary, Secondary, Truck/Airhorn, Rumbler, Blank, Blank, Blank, Interior light, Rear load, Side scene, Side scene, Start/Stop		
10 . Remove & reinstall (2) large aluminum map holders on rear of console	\$	50.00
11 . Furnish and install (2) yellow Streamlight 90513 Survivor flashlights with charger-wire battery hot. Location to be determined.	\$	600.00
12 . Furnish and install armrests at the console	\$	200.00
13 . Remove and reinstall 2 high glove box holder on the rear wall of the chassis	\$	50.00
Note: Please clean off glove box.		
14 . Remove and reinstall charge guard inside console wired to extra stud	\$	50.00
15 . Furnish and install 12VDC outlet on the passenger's side of the console towards the front - no medical diode isolator, wire to charge guard.	\$	150.00

16 .	Furnish and install Voyager 7" quad view monitor in lieu of rearview mirror (ship factory rearview loose) reconnect to existing rear back up camera and conect to new in patient module camera.	\$	1,050.00
17 .	Docking station will not be removed from old chassis. This will be discarded as part of trade in.	\$	N/C
18 .	GPS mount will not be removed from old chassis. This will be discarded as part of trade in.	\$	N/C
		Total \$	3,300.00

Module Exterior Upgrades

19 .	Items included in remount fee:		
	a) Bring electrical shelf to standards; Install new ignition & fail safe solenoids on electrical shelf	\$	incl.
	b) Full electrical check	\$	incl.
	c) New passthrough rubber boot	\$	incl.
	d) Replace all door compartment bumpers	\$	incl.
	e) Replace weather stripping	\$	incl.
	f) New ribbed rubber in all compartments (except electrical, generator & rear backboard compartment)	\$	incl.
	g) Ensure front wall is grounded		
	h) Furnish & install new fuel guards (discard old)		
	i) Furnish and install lower BTT & backup LED's in existing treadbrite	\$	incl.
	j) Replace marker lights (discard old)		
20 .	(5) J236 keys (x3) (15) J236 keys and 3 full sets of fuel keys (Standard two sets of chassis keys/fobs),Frazer key fob (x3)	\$	150.00
21 .	Furnish & install new Meltric shore power receptacle and pigtail	\$	800.00
22 .	Reconnect electric locks to chassis for side and rear entry doors, Front I/O and O2 compartment to work off the chassis key fob	\$	700.00
23 .	Furnish and install 3M diamond grade 2' x 2' white conspicuity squares on the inside of entry door panels	\$	250.00
24 .	Replace selected panels of damaged knicked stripe on driver side and passenger side.	\$	200.00
25 .	Furnish and install the following decals:		
	a) Install CO stickers in three (3) locations		
	b) Install one (1) NO SMOKING sticker on dash and ship one (1) loose		
26 .	Furnish & install new rear entry door grabbers (discard existing)	\$	50.00
27 .	Furnish & install cast LED license plate light (discard existing)	\$	50.00
28 .	Furnish & install new Onan 5.5kW generator with non permeable hoses, emissions canister kit and add new 10 gallon ECI fuel tank and fuel pump	\$	5,500.00
29 .	Furnish and install Zico 24-9 electric step. Make necessary modifications below side entry step well. (discard old electric step)	\$	2,700.00
30 .	Furnish and install backboard compartment door with D-ring latch with stainless threshold. Install conspicuity on door to match rest of module.	\$	550.00
31 .	Furnish and install LED compartment strip lighting with magnetic switching in front backboard, front I/O, rear storage, long lower, and radio, O2 compartments.	\$	1,125.00
		Total \$	12,075.00

Module Interior Upgrades:

32 . Items included in remount fee:		\$	incl.
a) Replace all non-skid material on threshold(s) with 3M non-skid material (discard existing)			
b) Complete detail of module interior		\$	incl.
1. Clean & wipe down lasco walls			
2. Clean & wipe down floor of module			
3. Clean & wipe down exterior & interior of cabinets		\$	incl.
4. Clean & wipe down compartments and shelves		\$	incl.
c) Air filter			
33 . Furnish and install SSCOR 2310 suction with paddle release mounted on the stainless steel wall at the forward end of the action area 2" off the counter. Remove thermometer from low on the O2 stainless to accomadate suction. Reinstall higher up on stainless like previous remount.		\$	1,900.00
34 . Replace gas shocks on CPR seat lid		\$	75.00
35 . Remove and ship loose Stryker antler and bar		\$	incl.
36 . New gray Wise trim throughout module including squad bench cabinet - discard all arm knockers		\$	300.00
37 . Furnish and install one (1) Streamlight SL-20X black LED flashlights in the module side entry step well-wire battery hot. Location same as X-942		\$	200.00
38 . Furnish and install in patient module camera on passenger side rear coner. See print 686 for installation.		\$	875.00
39 . Furnish and install (10) Grote LED interior lights.		\$	2,500.00
		Total \$	5,850.00

- 1 . This quote is valid for 90 days.
- 2 . All pricing is F.O.B. Houston.
- 3 . Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
- 4 . Per TMVCC we are quoting this through our licensed franchise dealer, Mac Haik Dodge.
- 5 . Please make your purchase order out to Mac Haik Dodge Chrysler Jeep (11000 North Freeway Houston, TX 77037). Please email a copy of your purchase order and this quote to David Sheehy with Mac Haik Dodge Chrysler Jeep at dsheehy@machaikdcj.com and to Adam Fischer at sales@frazerbilt.com.
- 4 . Frazer will provide a weight slip with accompanying scale calibration certification. Your local vehicle registration office may require a state certified weight slip for registration. Should that be the case, you will need to weigh the vehicle at a local weigh station that provides a weight slip with the department of agriculture seal prior to registration.
- 5 . To minimize delays, customer provided items should be present prior to unit production start.
- 6 . Please remove your Onan generator prior to remount delivery at Frazer.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson

Frazer, Ltd.



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

72-43 72-44
Garbage Trucks
INV.

PURCHASING NAME CITY OF LA PORTE		TELEPHONE 281-471-5020	
ADDRESS 604 W. FAIRMONT PARKWAY		CITY LA PORTE	STATE TX
		ZIP CODE 77571	

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2017	FREIGHTLINER	M2106	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.

MILEAGE:	
BUY BOARD CONTRACT #430-13	
CHASSIS SELLING PRICE	\$ 86,595.00
NEW WAY COBRA MAGNUM SERIES 25RL HIGH COMPACTION X(2)	\$ 57,985.00
BUY BOARD FEE	\$ 289,160.00
	\$ 400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE	
SALESMAN SIGNATURE	KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrules any contrary provisions in the contract of sale."

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	\$ 289,560.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:	Body Type:	Documentary Fee	N/A
ADDRESS:	License WL:	Federal Excise Tax	N/A
	State Insp.:	TOTAL SALE PRICE	\$ 289,560.00
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	\$ 289,560.00

Full disclosure required by federal regulation 'Z', The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	December 14, 2015	
Requested By:	Don Pennell	Source of Funds:
Department:	Public Works	Appropriation 050 (2010 Drainage Bond) 051 Bond
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	050 (\$250,000.00)
Other: <input type="radio"/>		Account Number: 051
		(\$1,750,000.00)
Attachments :		050 (\$250,000.00)
1. Bid Tabulation		Amount Budgeted: 051
2. Engineer's Recommendation for Construction Bid		(\$1,720,270.00)
3. Tolunay-Wong Proposal for Materials Testing		Amount Requested:
4. Amendment to Services, Construction Inspection		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

SUMMARY & RECOMMENDATIONS

City Council authorized a design services contract with Cobb Fendley in the amount of \$145,000 on February 10, 2014 for the design of the Catlett (Valleybrook to Farrington), Belfast (Valleybrook to Farrington), and Pineybrook (Antrim to Carlow) roadway improvements (the City used a RFQ process to select Cobb Fendley). Staff provided Council with a construction estimate equal to \$2,300,000 with the 2014 design services agenda request, Subsequently, staff reduced the budget request to \$2,000,000 based on later, more detailed cost estimates. Tonight's request is to authorize project construction with a total funding allocation equal to \$1,970,270.

Bid #16001 for the Catlett, Belfast, Pineybrook Street Improvements was opened and read on October 13, 2015. The bid was advertised in the Bay Area Observer on Sept 24 & Oct 1, posted on Public Purchase and the City's website. Twenty-two vendors accessed the bid, and 2 bids were received. Angel Brothers Enterprises, LTD. submitted the lowest and best bid at \$1,858,906.00.

Extra Work Bid Item 33: The City constructed new sidewalk 10-years ago with a water main replacement project on the north side of Catlett Lane and Belfast Road. Staff plans to remove and replace only those portions of the newer sidewalk that has been damaged by tree roots or other or as needed to accommodate a change in grade of the new curb/driveway apron. The anticipated final cost of the additional sidewalk item (Bid Item 33) is estimated to be half of the \$99,750.00 bid.

Contingency: Staff will typically request additional funding in the amount of 5% - 10% of the construction cost. Considering that the base bid included some contingency funding under the "extra work items", staff is requesting a \$60,334 contingency equal to 3.25%.

Materials Testing: Tolunay-Wong Engineers, Inc. submitted a price proposal for subgrade and concrete testing in the amount of \$35,760. As professional engineers, Tolunay-Wong Engineers, Inc. falls within the purchasing category of Professional Services. Procurement of this firm was conducted via separate RFQ process as part of the 3rd Street project. It should be noted that the pricing provided by TWE is lower than Terracon's pricing, which was the firm used for the 3rd Street project.

Project Inspection: Cobb Fendley has proposed an amendment to the scope of services agreement to provide construction phase inspection services in the amount of \$13,880. Staff recommends a 10% contingency for this service bringing the total for inspection services to \$15,270.

Final Project Cost: \$1,858,906 base bid + \$60,334 contingency + \$35,760 materials testing + \$15,270 contract construction inspection = \$1,970,270.

Current Budget: \$250,000 from Fund 50 (2010 Drainage Bond Issue) budgeted in FY 15, \$1,750,000 included with the FY 16 budget estimate for the \$8,000,000 bond issue authorized by City Council in September 2015. \$2,000,000 total.

Requested Funding: \$250,000 from Fund 50 (2010 Drainage Bond Issue) budgeted in FY 15, \$1,720,270 included with the FY 16 budget estimate for the \$8,000,000 bond issue authorized by city council in September 2015. \$1,970,270 total.

Benefits:

The project will address several of the lowest rated concrete street segments identified in the 2013 comprehensive street inspection report.

Liabilities:

Deferring the project construction would add to future year maintenance responsibilities unless substituted with a like project. The streets included in this project were platted and constructed 60-years ago. Two-thirds of the City's concrete streets, with an estimated value of over \$75-million for roadway pavement alone, were constructed more than 40-years ago.

Operating Costs:

Slight decrease in operating/maintenance costs.

Action Required of Council:

Consider approval or other action to award Bid #16001 to Angel Brothers Enterprises, Ltd. for the improvement of Catlett, Belfast and Pineybrook and authorize the City Manager to enter into a construction contract in the amount of \$1,858,906 with a total project funding allocation equal to \$1,970,270 including a \$60,344 construction contingency, materials testing expense of \$35,760 and contract construction inspection cost of up to \$15,270.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Client: City of La Porte
 Project Name: Catlett/Belfast/Piney Brook Street Improvements
 Bid Date: 10/27/15

				Bidder No. 1		Bidder No. 2	
				MAR-CON SERVICES, LLC		ANGEL BROTHERS ENTERPRISES, LTD.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
BASE BID ITEMS							
GENERAL							
1	Mobilization (Max 5% of Total Base Bid Price) (01502)	LS	1	\$ 94,300.00	\$ 94,300.00	\$ 92,000.00	\$ 92,000.00
2	Traffic Control and Regulations (01555)	LS	1	\$ 314,180.60	\$ 314,180.60	\$ 11,500.00	\$ 11,500.00
3	Storm Water Pollution Prevention Control, Including TPDES Requirements (01410) (01570)	LS	1	\$ 22,601.00	\$ 22,601.00	\$ 28,500.00	\$ 28,500.00
4	Trench Safety (02260)	LF	696	\$ 1.00	\$ 696.00	\$ 0.50	\$ 348.00
5	Excavation (02315)	CY	700	\$ 10.70	\$ 7,490.00	\$ 30.00	\$ 21,000.00
6	Block Sodding (02922)	SY	7,700	\$ 4.00	\$ 30,800.00	\$ 4.50	\$ 34,650.00
7	Adjusting Water Valve Box to Finished Grade (Valve boxes that need to be replaced will be supplied by Public Works) (02086)	EA	7	\$ 100.10	\$ 700.70	\$ 100.00	\$ 700.00
8	Adjusting Manhole Rim to Finished Grade (02086)	EA	1	\$ 425.50	\$ 425.50	\$ 425.00	\$ 425.00
9	Reflective Pavement Marker Type I (W) 24-Inch (Solid), To be located at each stop sign within the project limits (02767)	LF	120	\$ 8.20	\$ 984.00	\$ 10.00	\$ 1,200.00
GENERAL ITEMS SUBTOTAL					\$ 472,177.80		\$ 190,323.00
PAVING							
10	6-Inch Reinforced Concrete Pavement, Complete-in-Place (02751)	SY	14,400	\$ 44.20	\$ 636,480.00	\$ 51.00	\$ 734,400.00
11	8-Inch Lime Stabilized Subgrade (02320)	SY	15,400	\$ 3.30	\$ 50,820.00	\$ 4.25	\$ 65,450.00
12	Lime (8% Lime by Dry Weight of Soil) (02320)	TON	370	\$ 169.10	\$ 62,567.00	\$ 185.00	\$ 68,450.00
13	4-Inch Concrete Sidewalk (02775)	SY	1,750	\$ 45.00	\$ 78,750.00	\$ 57.00	\$ 99,750.00
14	6-Inch Concrete Driveways (02754)	SY	2,450	\$ 57.90	\$ 141,855.00	\$ 59.00	\$ 144,550.00
15	Type 7 Concrete Curb Ramps, (02775)	EA	20	\$ 977.00	\$ 19,540.00	\$ 1,500.00	\$ 30,000.00
16	6-Inch Concrete Curb (02771)	LF	9,000	\$ 3.50	\$ 31,500.00	\$ 3.25	\$ 29,250.00
PAVING ITEMS SUBTOTAL					\$ 1,021,512.00		\$ 1,171,850.00
DEMOLITION							
17	Remove and Dispose of Reinforced Concrete Pavement (All Thicknesses); Including Concrete Curbs (02221)	SY	14400	\$ 4.60	\$ 66,240.00	\$ 4.00	\$ 57,600.00
18	Remove and Dispose of Concrete Driveways and Sidewalks (All Thicknesses) (02221)	SY	4200	\$ 5.40	\$ 22,680.00	\$ 6.00	\$ 25,200.00
19	Remove and Dispose of Concrete Curb Ramps (All Types) (02221)	EA	18	\$ 54.70	\$ 984.60	\$ 60.00	\$ 1,080.00
20	Remove and Dispose of Storm Sewer (RCP) (18-Inch and 24-Inch) (02221)	LF	354	\$ 13.50	\$ 4,779.00	\$ 14.00	\$ 4,956.00
21	Remove and Dispose of Storm Sewer (CMP) (24-Inch) (02221)	LF	55	\$ 18.50	\$ 1,017.50	\$ 14.00	\$ 770.00
22	Remove and Dispose of Storm Sewer (CMP) (60-Inch) (02221)	LF	48	\$ 21.20	\$ 1,017.60	\$ 40.00	\$ 1,920.00
23	Remove and Dispose of Inlets (All Types) (02221)	EA	14	\$ 300.20	\$ 4,202.80	\$ 425.00	\$ 5,950.00
DEMOLITION ITEMS SUBTOTAL					\$ 100,921.50		\$ 97,476.00
STORM SEWER							
24	Catlett Outfall Installation including 60-Inch HDPE Pipe, Excavation, Backfill, Rip-Rap, Timber Bend Structure, Site Restoration, Hydromulch Seeding and Tree Pruning and/or Tree Removal, Complete-In-Place	LS	1	\$ 26,465.30	\$ 26,465.30	\$ 51,000.00	\$ 51,000.00
25	Belfast Outfall Installation including 24-Inch HDPE Pipe, Excavation, Backfill, Rip-Rap, Site Restoration, Hydromulch Seeding, Tree Pruning and Tree Removal, Complete-In-Place	LS	1	\$ 16,380.40	\$ 16,380.40	\$ 43,000.00	\$ 43,000.00
26	Concrete Manhole, Type "C" (All Depths) (02082)	EA	2	\$ 6,388.70	\$ 12,777.40	\$ 7,400.00	\$ 14,800.00
27	Type "C-1" Inlet (All Depths) (02632) (02633)	EA	20	\$ 3,100.30	\$ 62,006.00	\$ 3,450.00	\$ 69,000.00
28	Reinforced Concrete Pipe, C-76, Class III (18-Inch) (Open-Cut) (02631)	LF	178	\$ 93.00	\$ 16,554.00	\$ 89.00	\$ 15,842.00
29	Reinforced Concrete Pipe, C-76, Class III (24-Inch) (Open-Cut) (02631)	LF	395	\$ 106.80	\$ 42,186.00	\$ 103.00	\$ 40,685.00
30	Cured-In-Place Pipe Rehabilitation, (24-Inch) Insituform or approved equal	LF	147	\$ 134.80	\$ 19,815.60	\$ 290.00	\$ 42,630.00
STORM SEWER ITEMS SUBTOTAL					\$ 196,184.70		\$ 276,957.00
BASE BID SUBTOTAL					\$ 1,790,796.00		\$ 1,736,606.00
EXTRA WORK ITEMS							
31	Cement Stabilized Sand for Subgrade, Complete-in-Place (Engineer's Approval Required)	CY	20	\$ 61.10	\$ 1,222.00	\$ 65.00	\$ 1,300.00
32	6-Inch Reinforced Concrete Pavement, High Early-Strength, Complete-in-Place (02751) (To be used in lieu of Base Bid Item 10 - Concrete)	SY	200	\$ 47.10	\$ 9,420.00	\$ 75.00	\$ 15,000.00
33	4" Concrete Sidewalk (Additional Sidewalk to be replaced as determined by field Engineer)	SY	1750	\$ 45.00	\$ 78,750.00	\$ 57.00	\$ 99,750.00
34	Remove and Dispose of Concrete Sidewalks (Additional Sidewalk to be removed as determined by field Engineer)	SY	1750	\$ 3.00	\$ 5,250.00	\$ 3.00	\$ 5,250.00
35	Tree Planting, Live Oak, 3-inch Diameter, 65 gallon (02915)	EA	1	\$ 575.00	\$ 575.00	\$ 1,000.00	\$ 1,000.00
EXTRA ITEMS SUBTOTAL					\$ 95,217.00		\$ 122,300.00
TOTAL BID PRICE					\$ 1,886,013.00		\$ 1,858,906.00

Bidder's Total Base Bid

\$

1,866,106.00



November 2, 2015

Mr. David Mick
City of La Porte Public Works Office
2963 N. 23rd Street
La Porte, Texas 77571

BY EMAIL

Re: Contract Award Recommendation
Catlett/Belfast/Piney Brook Street Improvements
CFA Project No. 1412-007-00

Dear Mr. Mick:

We have reviewed the bids for the referenced project and have prepared the bid tabulation. There was a mathematical error in the bid by Angel Brothers Enterprises, LTD. In accordance with Article 14.2 of the Contract, the summation of the bid items was corrected which resulted in a total bid price of \$1,858,906.00. Upon correcting the total bid price, Angel Brothers Enterprises remained the low bidder. Based on our review of the bids and qualifications of the bidder, we recommend that the Contract be awarded to Angel Brothers Enterprises, LTD. If you have any questions or require additional information, I can be contacted at 713-462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Jason Eldridge".

Jason Eldridge, P.E.
Project Engineer

Attachment

11-03-2015

City of La Porte
2963 North 23rd Street
La Porte, Texas
(Via e-Mail: pennelld@laportetx.gov)

Attn: Mr. Don Pennell

**Re: Construction Materials Testing Services For:
Catlett / Belfast / Piney Brook Street Improvements
TWE Proposal No. P15-L050**

Mr.: Pennell

Tolunay-Wong Engineers (TWE) appreciates the opportunity to submit our detailed proposal to provide construction materials testing and inspection services for the above referenced project.

Upon your favorable review, we would appreciate the opportunity to meet with you to discuss the details of our proposal, as well as answer any questions you may have regarding its content. As always, our proposed scope of services and estimated quantities are negotiable as they are based upon information available to us at this time.

We appreciate your consideration for this project. If we may be of immediate assistance, please do not hesitate to contact this office.

Respectfully submitted,

Tolunay-Wong Engineers, Inc.



Michael Melendez
Project Manager – Houston Area Industrial
mmelendez@tweinc.com

INTRODUCTION

TWE understands the importance of this project to your company and the special needs associated with construction of a project of this type. Of particular importance is for the overall project team to be comprised of experienced professionals working together toward a common objective. This objective is to obtain a quality project, meeting the intent of the project specifications, as well as completion on schedule and within budget.

From our laboratory facility, we will provide experienced engineering technicians to perform the on-site testing and inspection services. Additionally, we meet the requirements of ASTM E-329 “Standard Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials Used in Construction” regarding qualifications of the testing laboratory.

WORK PLAN

TWE’s approach to providing materials testing services is to assign qualified engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines. Our assigned Project Manager will provide communication, service direction, and overall project coordination. It is presumed that the contractor and ready-mixed concrete producer will be encouraged to provide their own formalized quality control program separate and apart from our acceptance inspection/testing program stated herein.

We anticipate providing the majority of the required testing services for this particular project on a **“Call-Out”** basis. The anticipated services required on this project are as follows:

- A. In-Place Soil Compaction (nuclear method)
- B. Cast In-Place Concrete Inspection/Testing

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

COST ESTIMATE & GENERAL NOTES

In this section of the proposal you will find our cost estimate. Additional services or tests requested and not specifically addressed in Section III of this proposal will be invoiced per the standard fees set forth in our 2015 Fee Schedule.

Based on information provided to us at this time and an estimated construction schedule, we have established what we believe is the most realistic cost estimate for this project. Please remember that the units stated are only an **estimate**. Due to factors beyond our control such as weather, unforeseen conditions, subcontractor expertise, subcontractor scheduling, etc., the cost of our services may vary from the estimated amount.

We estimate the cost of the construction materials testing for our proposed Scope of Services will be **\$35,760.00** as detailed in the following section, although all services will be invoiced on a time and materials basis.

A minimum 4-hour labor equivalent charge is applicable for all field testing and inspection services. Overtime rates for field personnel are applicable for all hours worked in excess of 8 hours per day, weekends, and holidays and are assessed at 1.5 times the standard rates. All field hours will be charged portal to portal from our laboratory facility. All sample pick-ups will be charged travel time from portal to portal and will include associated vehicle charges. Engineering consultation and evaluation in connection with any laboratory testing service will be charged at a rate of approximately one hour for each 20 hours of field work performed.

Our prices include copies of the reports distributed via e-mail in accordance with your instructions. Additional copies can be mailed at \$0.50 per page. Direct expenses incurred in connection with the project will be invoiced at cost plus 15% for handling. Travel and lodging expenses for out of town assignments will be invoiced at cost plus 15% or \$150.00 per day, whichever is greater. Our terms are net 30 days upon receipt of invoice. Invoices will be submitted on a monthly basis.

COST SETIMATE SUMMARY

SERVICE DESCRIPTION	UNITS	UNIT RATE	COST
Belfast Outfall			
Construction Materials Technician , Hr. ¹	40	\$40.00	\$1,600.00
Nuclear Gauge, day	5	\$50.00	\$250.00
Vehicle charge, day	5	\$50.00	\$250.00
Proctors, Ea.	2	\$155.00	\$310.00
Fairmont Park Outfall			
Construction Materials Technician , Hr. ¹	40	\$40.00	\$1,600.00
Nuclear Gauge, day	5	\$50.00	\$250.00
Vehicle charge, day	5	\$50.00	\$250.00

Catlett Street			
Construction Materials Technician , Hr. ²	160	\$40.00	\$6,400.00
Nuclear Gauge, day	20	\$50.00	\$1,000.00
Vehicle charge, day	20	\$50.00	\$1,000.00
Proctors, Ea.	1	\$155.00	\$155.00
Unconfined Compression – Stabilized Soils ⁴	4	\$45.00	\$180.00
Comp. Strength of Concrete Test Cylinders, Ea. ⁵	80	\$20.00	\$1,600.00
Sample Pick Up, trip	2	\$125.00	\$250.00
Belfast Street			
Construction Materials Technician , Hr. ²	160	\$40.00	\$6,400.00
Nuclear Gauge, day	20	\$50.00	\$1,000.00
Vehicle charge, day	20	\$50.00	\$1,000.00
Proctors, Ea.	2	\$155.00	\$310.00
Unconfined Compression – Stabilized Soils ⁴	4	\$45.00	\$180.00
Comp. Strength of Concrete Test Cylinders, Ea. ⁵	80	\$20.00	\$1,600.00
Sample Pick Up, trip	2	\$125.00	\$250.00
Piney Brook Street			
Construction Materials Technician , Hr. ³	80	\$40.00	\$3,200.00
Nuclear Gauge, day	10	\$50.00	\$500.00
Vehicle charge, day	10	\$50.00	\$500.00
Proctors, Ea.	1	\$155.00	\$155.00
Unconfined Compression – Stabilized Soils ⁴	4	\$45.00	\$180.00
Comp. Strength of Concrete Test Cylinders, Ea. ⁶	32	\$20.00	\$640.00
Sample Pick Up, trip	2	\$125.00	\$250.00
Lime Determination, Ea. ⁷	3	\$200.00	\$600.00
Cores, Ea. Min 3	3	\$90.00	\$270.00
Core Measurement, Ea.	3	\$10.00	\$30.00
Project Manager, Hr. ⁸	24	\$100.00	\$2,400.00
Admin, Hr. ⁸	24	\$50.00	\$1,200.00
TOTAL ESTIMATE			\$35,760.00

ASSUMPTIONS

The cost estimate is based on the following unit rates, our experience on similar projects and the following assumptions:

1. 5 days of CMT testing at 8.0 hours
2. 20 days of CMT testing at 8.0 hours
3. 10 days of CMT testing at 8.0 hours
4. Cement-Sand molded for strength test / 1 set of 4
5. 10 days pouring / 2 sets of 4, each day (80 total)
6. 4 days pouring / 2 sets of 4, each day (32 total)
7. Lime determination per street
8. 1 hr. for every 20 hrs. worked

CLOSING

Tolunay-Wong Engineers has established a reputation for excellence in the materials engineering field through a business philosophy based on quality professional services responsive to the needs of our clients. We thank you for the opportunity to serve you with this philosophy.

Accepted by: _____

Name: _____

Date: _____

PO/Authorization: _____



November 20, 2015

Mr. Don Pennell
Public Works Director
City of La Porte
2963 North 23rd Street
La Porte, Texas 77571

AUTHORIZATION FOR PROFESSIONAL SERVICES

Re: Amendment to Scope of Services, Construction Observation/Management
Proposal for Professional Engineering
CFA #1412-007-01-08

Dear Mr. Pennell:

Cobb, Fendley & Associates, Inc. (“CobbFendley”) proposes to provide additional professional engineering services in connection with the construction of the City’s proposed Catlett/Belfast/Piney Brook Street Improvements Project. This authorization is an amendment of services.

SCOPE OF SERVICES

The specific **Engineering Services** to be performed in conjunction with this project are limited to the following:

Field Observation: Project Surveillance, Inc. (PSI) will provide a qualified field representative to perform construction field observation services during concrete pours. PSI will observe the construction contractor’s activities to verify that the work complies with the contract documents. If such work is non-compliant, PSI will notify the construction contractor to take measures to place such work in compliance. PSI will advise the construction contractor of any observed non-compliant items from the contract in a timely manner as to avoid delay in the progress of work.

Construction Management: CobbFendley will coordinate PSI’s field observation work on the concrete pours and provide periodic on-site observation of the progress and quality of the work for the construction contract.

COMPENSATION:

The compensation to be paid to CobbFendley for providing the following professional services will be computed as follows:

1. Field Observation (**Not to Exceed**, Includes 10% Subconsultant Markup)\$11,880
2. Construction Management (By CobbFendley) (**Lump Sum**)\$2,000

Total Cost **\$13,880**

The above compensation will be paid on a lump sum basis. CobbFendley was previously authorized for engineering services related to the Catlett/Belfast/Piney Brook Street Improvements at an amount of \$145,000.00. The approval of this proposal results in a total engineering and construction management fee of \$158,880.00.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services to your organization is appreciated and we look forward to continue working with you.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Brad Matlock, P.E.
Principal

This proposal is accepted by:

CITY OF LA PORTE, TEXAS

Signature

Print Name

Title

Date of Authorization

Civil Construction Field Observation Services

November 19, 2015

Mr. Brad Matlock, P.E.
Cobb-Fendley & Associates
1506 E. Broadway, Suite 201
Pearland, TX 77581

**Re: City of La Porte
Catlett / Belfast / Piney Brook Street Improvements Project
Field Observer**

Mr. Matlock,

We are pleased to provide your firm with a **Proposal** for the above referenced project. Our firm will provide field observations to include the following:

General:

1. PSI will provide a qualified field rep. to perform field observations and documentation as specified in the plans and specifications provided.
2. PSI will provide all insurances including Workman's Comp, General Liability, Commercial Auto Liability, and E&O to the standards required.
3. PSI will provide necessary reports, documents, photographs, meeting minutes etc. thru our web-site. www.projectsurveillance.com

Costs: Field Observation Representative
15 days X 4 hrs/day for rebar inspection = 60 hours
15 days X 8 hrs/day for concrete pours = 120 hours
Total hours 180 @ \$60 per hour.....\$10,800.
Costs include labor, vehicle, phone, and all equipment

Terms: An invoice will be submitted at the end of each month and is **payable net thirty days.**

Proposed by: 
Brian Cunningham
Director of Field Operations

Accepted by: _____
Brad Matlock, P.E.
Cobb-Fendley & Associates

9822 Whithorn Dr. Suite A – Houston, Texas 77095 – PH: 281-856-0700 – Fax: 281-856-8777

e-mail: office@projectsurveillance.com – www.ProjectSurveillance.com

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>December 14, 2015</u>	Appropriation	
Requested By:	<u>Don Pennell</u>	Source of Funds:	<u>Motor Pool</u>
Department:	<u>Public Works</u>	Account Number:	<u>009-7071-531-8050</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/>	Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$179,226.00</u>
Other: <input type="radio"/>			Amount Requested: <u>\$134,605.51</u>
Attachments :		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO

1. Summary of Vehicle Replacement
2. BuyBoard & HGAC Quotes

SUMMARY & RECOMMENDATIONS

The FY 2016 budget includes funding for the replacement of two (2) Tractors 71-23 (57 HP) and 71-36 (89 HP). The latter has a cab and slope mower attachment.

Competitive quotes were received through the HGAC competitive purchase program for two tractors- the 57 HP tractor for \$23,171.91 and the 89 HP tractor with cab for 58,639.16. Competitive quotes were received through TASB BuyBoard competitive purchase program for purchase of a slope mower mounted to the 89 HP tractor. The price for the slope mower attachment with mounting included is \$52,793.00

All units were included in the 2015-16 budget that was approved by the Council in September 2015.

Action Required of Council:

Consider approval or other action to award purchase of one - 57 HP tractor (\$23,171.16), one – 85 HP tractor with cab (\$58,639.16), and one slope mower mounted (\$52,793.00) to Brookside Equipment.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**CITY OF LA PORTE
SUMMARY OF VEHICLE REPLACEMENTS
FISCAL YEAR 2015-16**

Account Number	Amount	Unit	Description
009-5051-522-8050	\$ 47,394	51-20	2003 Ford F-350 Crew 4X4
009-5253-521-8050	20,545	53-05	1998 Radar Trailer
009-5253-521-8050	37,987	53-10	2009 Ford Police Interceptor
009-5253-521-8050	37,987	53-13	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-19	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-20	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-26	2010 Dodge Charger Interceptor
009-5253-521-8050	37,987	53-32	2008 Ford Police Interceptor
009-5253-521-8050	37,987	53-60	2007 Chevy Impala Interceptor
009-5253-521-8050	37,987	53-67	2008 Chevy Impala Interceptor
009-5253-521-8050	37,987	53-79	2011 Ford Police Interceptor
009-6049-551-8050	13,095	49-09	2010 Zero Turn Mower
009-6049-551-8050	26,243	49-10	2010 Tri-Plex Mower
009-6049-551-8050	30,124	49-30	2011 Greens Mower
009-6049-551-8050	23,532	49-33	2003 Ford F150 Pickup
009-5059-522-8050	94,789	59-34	2011 Ford F450 Ambulance
009-7071-531-8050	50,733	71-09	2003 Underground Pipehunter
✓009-7071-531-8050	31,760	71-23	2003 John Deere 5420 Tractor
009-7071-531-8050	44,051	71-29	2004 Crafcoc Crack Sealer
✓009-7071-531-8050	147,466	71-36	2001 New Holland Tractor
009-7071-531-8050	42,203	71-46	2004 Chevy 3500 Flatbed Truck
009-7071-531-8050	31,760	71-76	2005 John Deere Tractor
009-7072-532-8050	152,168	72-42	2006 GMC Topkick W/Picker
009-7072-532-8050	158,579	72-43	2006 Sterling LT9500 Rearloader
009-7072-532-8050	158,579	72-44	2006 Sterling LT9500 Rearloader
009-7074-532-8050	18,437	74-17	2005 Ford F150 Pickup
009-7074-532-8050	18,437	74-20	2004 Chevy 150 Pickup
009-7077-533-8050	36,816	77-55	2003 Ford New Holland
009-7077-533-8050	13,685	77-61	2007 Bushhog Mower
009-8080-552-8050	38,997	80-40	2002 John Deere Tractor
009-8081-552-8050	18,437	81-10	2004 Chevy 1500 Pickup
009-7084-533-8050	18,437	84-22	2003 Chevy 1500 Pickup
009-7085-533-8050	18,437	85-03	2004 Chevy 1500 Pickup
009-7085-533-8050	35,375	85-37	2005 Ford F350 W/Utility Body
009-7086-533-8050	35,375	86-37	2005 Ford F350 W/Utility Body

\$ 1,667,337



71-23 57 HP Tractor

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:

City Of Laporte
Mike Collins
2963 N.23rd St
La Porte, TX 77571
Business: 281-470-5126

Delivering Dealer:

Brookside Equipment Sales
Brant North
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

HGAC CONTRACT GR01-15. MAKE PO OUT TO: JOHN DEERE CO. 2000 JOHN DEERE RUN. CARY, N.C. 27513. SEND PO TO BRANT NORTH FOR ORDER ENTRY PROCEDURES.

bnorth@brooksideusa.com

Quote ID: 12397351
Created On: 11 November 2015
Last Modified On: 11 November 2015
Expiration Date: 31 December 2015

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5075E Utility Tractor (57.6 PTO hp) Contract: TX HGAC GR01-15 Price Effective Date: November 11, 2015	\$ 27,970.50	\$ 23,171.91 X	1 =	\$ 23,171.91

Equipment Total \$ 23,171.91

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 23,171.91
Trade In	
SubTotal	\$ 23,171.91
Total	\$ 23,171.91
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,171.91

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 12397351 Customer Name: CITY OF LAPORTE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE 5075E Utility Tractor (57.6 PTO hp)

Contract: TX HGAC GR01-15

Price Effective Date: November 11, 2015

Suggested List *

\$ 27,970.50

Selling Price *

\$ 23,171.91

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1754LV	5075E Utility Tractor (57.6 PTO hp)	1	\$ 27,063.00	17.50	\$ 4,736.03	\$ 22,326.97	\$ 22,326.97
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
1363	9F/3R SyncShuttle Transmission (TSS)	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Operator Station	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valves	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
4115	Fixed Draft Links	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
5185	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
6020	2 Wheel Drive	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
6102	7.50-16 In. 6PR F2 Bias	1	\$ 0.00	17.50	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
180561	Metal Canopy (Non-Contract Non-Deere)	1	\$ 350.00	0.00	\$ 0.00	\$ 350.00	\$ 350.00
BW16327	Hood Guard (Non-Contract Deere)	1	\$ 357.50	17.50	\$ 62.56	\$ 294.94	\$ 294.94
PC11745	Parts Catalog (Non-Contract Deere)	1	\$ 100.00	0.00	\$ 0.00	\$ 100.00	\$ 100.00
TM900919	Shop Manual (Non-Contract Deere)	1	\$ 100.00	0.00	\$ 0.00	\$ 100.00	\$ 100.00
Dealer Attachments Total			\$ 907.50		\$ 62.56	\$ 844.94	\$ 844.94
Suggested Price							\$ 23,171.91
Total Selling Price			\$ 27,970.50		\$ 4,798.59	\$ 23,171.91	\$ 23,171.91



JOHN DEERE

Brookside
Equipment Sales, Inc.

71-36 89 HP Tractor

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:
City Of Laporte
Mike Collins
2963 N 23rd St
La Porte, TX 77571
Business: 281-470-5126

Delivering Dealer:
Brookside Equipment Sales
Brant North
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

HGAC CONTRACT GR01-15. MAKE PO OUT TO: JOHN DEERE CO. 2000 JOHN DEERE RUN. CARY, N.C. 27513. SEND COPY TO BRANT NORTH FOR ORDER ENTRY PROCEDURES. bnorth@brooksideusa.com (Tractor for Diamond boom mower).

Quote ID: 12396736
Created On: 11 November 2015
Last Modified On: 11 November 2015
Expiration Date: 31 December 2015

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6105E CAB TRACTOR Contract: TX HGAC GR01-15 Price Effective Date: November 11, 2015	\$ 75,572.00	\$ 58,639.16 X	1 =	\$ 58,639.16

Equipment Total \$ 58,639.16

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 58,639.16
Trade In	
SubTotal	\$ 58,639.16
Total	\$ 58,639.16
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 58,639.16

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 12396736

Customer Name: CITY OF LAPORTE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE 6105E CAB TRACTOR

Contract: TX HGAC GR01-15

Price Effective Date: November 11, 2015

Suggested List *

\$ 75,572.00

Selling Price *

\$ 58,639.16

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
332SP	6105E Cab Tractor (89 PTO hp)	1	\$ 72,964.00	22.50	\$ 16,416.90	\$ 56,547.10	\$ 56,547.10
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
0500	No package	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
1386	24F/12R PowrReverser Transmission (25 mph/40kmh) - MFWD Axle	1	\$ 1,187.00	22.50	\$ 267.08	\$ 919.92	\$ 919.92
2050	Standard Cab	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
2130	Air Suspension Seat (MSG 95)	1	\$ 843.00	22.50	\$ 189.68	\$ 653.32	\$ 653.32
3320	Dual Standard SCV with ISO Breakaway Couplers	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
4015	Standard Hitch	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
4120	Two Telescopic Draft Links	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
4315	Standard Drawbar	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
4420	Sway Chain Retainers	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
5212	460/85R34 In. 8PR R1W Radial	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
6210	340/85R24 In. 8PR R1W Radial	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
8002	Tool Box	1	\$ 48.00	22.50	\$ 10.80	\$ 37.20	\$ 37.20
8726	Rotating Warning Light (Beacon Light)	1	\$ 215.00	22.50	\$ 48.38	\$ 166.62	\$ 166.62
Standard Options Total			\$ 2,293.00		\$ 515.94	\$ 1,777.06	\$ 1,777.06
Dealer Attachments/Non-Contract/Open Market							
TM608619	Shop Manual (Non-Contract Deere)	1	\$ 225.00	0.00	\$ 0.00	\$ 225.00	\$ 225.00



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 12396736 Customer Name: CITY OF LAPORTE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

PC6152	Parts manual (Non-Contract Deere)	1	\$ 90.00	0.00	\$ 0.00	\$ 90.00	\$ 90.00
Dealer Attachments Total			\$ 315.00		\$ 0.00	\$ 315.00	\$ 315.00
Suggested Price							\$ 58,639.16
Total Selling Price			\$ 75,572.00		\$ 16,932.84	\$ 58,639.16	\$ 58,639.16



JOHN DEERE

Brookside
Equipment Sales, Inc.

71-36A Slope Mower

Quote Summary

Prepared For:
City Of Laporte
Mike Collins
2963 N 23rd St
La Porte, TX 77571
Business: 281-470-5126

Prepared By:
Brant North
Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

**TASB BUYBOARD CONTRACT #447-14.
MAKE PO OUT TO: BROOKSIDE EQUIPMENT
SALES INC. 7707 MOSLEY HOUSTON, TEXAS
77017. SEND ODRED TO: BRANT NORTH
FOR ORDER ENTRY. bnorth@brooksideusa.
com**

Quote Id: 12253237
Created On: 13 October 2015
Last Modified On: 11 November 2015
Expiration Date: 31 December 2015

(For mounting onto John Deere 6105E Cab 4WD tractor)

Equipment Summary	Suggested List	Selling Price	Qty	Extended
DIAMOND DBM-C-P 21ft. rear cradle, 50" head, joystick controls complete and mounted.	\$ 61,103.00	\$ 52,793.00 X	1 =	\$ 52,793.00
Equipment Total				\$ 52,793.00

Quote Summary	
Equipment Total	\$ 52,793.00
SubTotal	\$ 52,793.00
Total	\$ 52,793.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 52,793.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 12253237

Customer: CITY OF LAPORTE

DIAMOND DBM-C-P 21ft. rear cradle, 50" head, joystick controls complete and mounted.

Hours: 0

Suggested List

Stock Number:

\$ 61,103.00

Selling Price

\$ 52,793.00

Code	Description	Qty	Unit	Extended
DBM-C-P	Diamond 21ft boom mower Complete	1	\$ 61,103.00	\$ 61,103.00
Suggested Price				\$ 61,103.00
Customer Discounts				
Customer Discounts Total			\$ -8,310.00	\$ -8,310.00
Total Selling Price				\$ 52,793.00

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>December 14, 2015</u>	<u>Appropriation</u>
Requested By:	<u>Don Pennell</u>	Source of Funds: <u>CIP Fund (003)</u>
Department:	<u>Public Works</u>	Account Number: <u>00398906781100</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$60,000.00</u>
Other: <input type="radio"/>		Amount Requested: <u>\$51,554.00</u>
		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

1. Bid Tabulation
2. Public Purchase Access Report

SUMMARY & RECOMMENDATIONS

Four lift pumps at the wastewater treatment plant were identified for replacement starting in fiscal year 2014. Two remain to be replaced. Lift pump replacement is included in the approved FY 15-16 budget.

Sealed Bid #16003-Submersible Lift Pump(s) Replacement was opened and publicly read on November 3, 2015. Forty-six (46) vendors were notified. Twenty-six (26) vendors downloaded the bid documents and three (3) responded.

Low bid meeting specifications or best value is Pump & Power at \$51,554.00 for the remaining two pumps to be replaced with installation included.

Staff recommends that Council award Bid #16003-Submersible Lift Pump(s) Replacement to Pump & Power for \$51,554.00.

Action Required of Council:

Consider approval or other action awarding Bid #16003-Submersible Lift Pump(s) Replacement to Pump & Power for \$51,554.00.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Bid Tabulation to Sealed Bid #16003 - Submersible Lift Pump(s) Replacement

Item No.	Description	No. of Units	UOM	Pump & Power		Automatic Pump &		Hahn Equipment Co.,	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Turnkey installation of pump as per specification	2	ea	\$25,777.00	\$51,554.00	\$29,043.00	\$58,086.00	\$29,010.70	\$58,021.40
2	Labor and Materials break-out:								
	Labor	2	ea	\$2,400.00	\$4,800.00	\$1,785.00	\$3,570.00	\$920.00	\$1,840.00
	Pump and other required materials to complete install	2	ea	\$23,377.00	\$46,754.00	\$27,258.00	\$54,516.00	\$28,090.70	\$56,181.40
	TURNKEY PRICE				\$51,554.00		\$58,086.00		\$58,021.40
3	Do you carry the pump specified in stock			No		No		No	
4	If not in stock, state delivery in calendar days			11-13 weeks		8 weeks		98 calendar days	

Notification and Access Report to #16003 - Submersible Lift Pump(s) Replacement

NOTIFICATIONS:

Vendor Name	State	Date
AGC TEXO/ISQFT Plan Room	TX	2015-11-02 14:23:35
ALL-PUMP & EQUIP. CO.	TX	2015-10-16 07:53:12
Alta One, LLC	CA	2015-10-16 07:53:12
Austin Pump & Supply Company	TX	2015-10-16 07:53:12
Automatic Pump & Equipment Co. Inc.	TX	2015-11-02 14:23:35
Bartholow Rental Company	TX	2015-10-16 07:53:12
Baukus Electric	TX	2015-10-16 07:53:12
BidClerk	IL	2015-11-02 14:23:35
Bi-State Rubber Inc.	MO	2015-10-16 07:53:12
Boo's Pump Rentals, Inc.	TX	2015-10-16 07:53:12
CAPP USA INC	PA	2015-10-16 07:53:12
CDC News	TX	2015-10-16 07:53:12
Construction Market Data	GA	2015-11-02 14:23:35
Construction Software Technologies	OH	2015-11-03 10:30:40
CPR SERVICES & SUPPLIES, INC	TX	2015-10-16 07:53:12
D Davila	TX	2015-10-16 07:53:12
Diversified Materials & Consulting LLC	LA	2015-10-16 07:53:12
DXP ENTERPRISES	TX	2015-10-16 07:53:12
FERGUSON WATERWORKS	TX	2015-10-16 07:53:12
FISCO	CA	2015-10-16 07:53:12
GPM Pump and Seal	TX	2015-10-16 07:53:12
Hahn Equipment Co., Inc.	TX	2015-10-16 07:53:12
Hartwell Environmental Corporation	TX	2015-10-16 07:53:12
Hearn Company	TX	2015-11-02 14:23:35
Hydro Resources	CO	2015-10-16 07:53:12
Illinois Tool Works	IL	2015-10-16 07:53:12
iSqFt	CO	2015-11-03 02:16:34
ISQFT	OH	2015-11-03 02:58:32
I Sqft Plan Room	OH	2015-11-02 14:23:35
K2 Services, LLC	TX	2015-10-16 07:53:12
Laborde Products, Inc.	TX	2015-10-16 07:53:12
Monroe Pump Service Inc.	TX	2015-10-16 07:53:12
Monroe Pump Service Inc.	TX	2015-11-02 14:23:35
North America Procurement Council	CO	2015-10-16 07:53:12
Perkens WS Corporation	WA	2015-11-02 14:23:35
Pool & Electrical Products, Inc.	CA	2015-10-16 07:53:12
Pump & Power Equipment	TX	2015-10-16 07:53:12
Pumps, Motors & Controls, Inc.	TX	2015-11-02 14:23:35
SME USA Inc.	AZ	2015-10-16 07:53:12
Smith Pump Company, Inc.	TX	2015-10-16 07:53:12
Sunset Survival & First Aid, Inc.	CA	2015-10-16 07:53:12
Texas Underground, Inc.	TX	2015-10-16 07:53:12
The Blue Book Building & Construction Network	NY	2015-11-02 14:23:35
Valley Pumps, Inc.	TX	2015-10-16 07:53:12
Western Oilfields Supply Company	CA	2015-10-16 07:53:12
Xylem Inc.	TX	2015-10-16 07:53:12

ACCESS:

Vendor Name	Accessed First Time	Documents
K2 Services, LLC	2015-10-21 11:26 AM CDT	Addendum No. 1 to Sealed Bid 16003 .pdf #16003 - Submersible Lift Pump(s) Replacement.docx.pdf
BidClerk	2015-10-19 06:41 AM CDT	Addendum No. 1 to Sealed Bid 16003 .pdf #16003 - Submersible Lift Pump(s) Replacement.docx.pdf
The Blue Book Building & Construction Network	2015-10-19 02:36 AM CDT	Addendum No. 1 to Sealed Bid 16003 .pdf #16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Hahn Equipment Co., Inc.	2015-10-16 11:44 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
I Sqft Plan Room	2015-10-19 12:25 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Onvia	2015-10-16 02:10 PM CDT	
Construction Market Data	2015-10-22 08:44 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Pumps, Motors & Controls, Inc.	2015-10-28 07:21 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
AGC TEXO/ISQFT Plan Room	2015-10-19 10:34 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Monroe Pump Service Inc.	2015-10-16 11:15 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Smith Pump Company, Inc.	2015-10-16 10:01 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Perkens WS Corporation	2015-10-19 12:57 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
FERGUSON WATERWORKS	2015-10-28 12:29 PM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Hearn Company	2015-10-16 01:57 PM CDT	Addendum No. 1 to Sealed Bid 16003 .pdf #16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Pump & Power Equipment	2015-10-16 09:11 AM CDT	Addendum No. 1 to Sealed Bid 16003 .pdf #16003 - Submersible Lift Pump(s) Replacement.docx.pdf
ALL-PUMP & EQUIP. CO.	2015-10-20 06:27 AM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
ISQFT	2015-11-03 03:49 AM CST	Addendum No. 1 to Sealed Bid 16003 .pdf
North America Procurement Council	2015-10-16 08:37 PM CDT	Addendum No. 1 to Sealed Bid 16003 .pdf #16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Construction Software Technologies	2015-11-03 11:28 AM CST	Addendum No. 1 to Sealed Bid 16003 .pdf
CAPP USA INC	2015-10-16 01:50 PM CDT	
Automatic Pump & Equipment Co. Inc.	2015-10-16 01:40 PM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
Tukmol General Contractor	2015-10-22 02:15 AM CDT	
iSqFt	2015-11-03 03:14 AM CST	Addendum No. 1 to Sealed Bid 16003 .pdf
CMD GROUP	2015-10-29 08:35 AM CDT	
CPR SERVICES & SUPPLIES, INC	2015-10-19 02:40 PM CDT	#16003 - Submersible Lift Pump(s) Replacement.docx.pdf
D Davila	2015-10-19 10:30 AM CDT	

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>December 14, 2014</u>	<u>Budget</u>
Requested By: <u>Donald Ladd</u>	Source of Funds: <u>Capital Projects</u>
Department: <u>Fire</u>	Account Number: <u>03450515228021</u>
Report: <input checked="" type="checkbox"/> Resolution: _____ Ordinance: _____	Amount Budgeted: <u>\$ 150,000.00</u>
Exhibits: <u>Quote from Hydro-Shield</u>	Amount Requested: <u>\$ 136,825.00</u>
Exhibits: <u>Sole Source Letter</u>	Budgeted Item: <u>YES</u>
Exhibits: _____	

SUMMARY & RECOMMENDATION

The La Porte Fire Department is replacing the Hydro Lock connections on all fire hydrants. The Hydra Lock system was installed over 25 years ago as a way to quickly hook up fire engines to water hydrants in order to speed up response times for fire apparatus. Over the past 3 years the Hydra Lock systems have been increasingly difficult to maintain due to low amount of parts for maintenance.

The Fire Department is recommending the Hydra-Storz, a hydrant steamer connection, to replace the out dated Hydra Lock system. The Hydra-Storz is the only Storz product to include a stainless steel, self-closing design which deters water theft and provides a faster connection at a fire scene. The new system will not only allow La Porte Fire Department to connect quickly to the hydrants but also the surrounding fire departments that the City relies on for mutual aid.

Due to the patent on the Hydra-Storz as manufactured by Hydra-Shield Mfg. Inc., this purchase is considered a sole source. A sole source letter is attached from Hydra-Shield Manufacturing.

The Fire Department will work with Public Works to install the Hydra-Storz on all fire hydrants inside the city. With this purchase, the City will be able to upgrade 100% of the fire hydrant locks.

Action Required by Council:

Consider approval or other action for the purchase of the Hydra-Storz adapter for a total of \$136,825.00 from Hydra-Shield Mfg Inc & Fyrelane.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Hydra-Shield Mfg, Inc & Fyrelane USA

Toll Free: 1-800-676-0911
 8701 Carpenter Frwy., Ste. 230
 Dallas Texas 75247

Sales Quote

Customer Number	122000
Sales Quote No.	19789

Bill To:

LAPORTE, TX; CITY OF
 ATTN: FINANCE DEPARTMENT
 604 W. FAIRMONT PKWY.
 LAPORTE TX 77571

Ship To:

City Of La Porte
 Warehouse
 2963 North 23rd
 La Porte TX 77571

Date	Salesperson	Order Date	Purchase Order No.	Special Instructions		
	RR	4/14/2015	Budget Quote	FOB Destination		
Quantity	U/M	Description / Stock Number	Code	Unit Price	Amount	
1300.0000	EA	SKU [HYST-5.0-4.5NH-NS] 5" Storz X 4.5" NST New Style	0060	\$105.25	\$136,825.00	
10.0000	EA	SKU [ADPT-5.0ST-BC] 5" Storz Blind Caps 10 Free blind caps to Water Department Free Shipping on complete order! <i>Quote ①</i>	0060		\$0.00	
Payment/Terms: NET 30				Sales Quote Subtotal	\$136,825.00	
www.HydraShieldinc.com www.FyrelaneUSA.com				Tax		
				Freight Charges		
				Sales Quote Total	\$136,825.00	

October 19th, 2015

Mr. Donald Ladd
Cc. Mr. Curtis Herrod

Dear, Donald and Curtis ,

Due to the circumstances of your city needing to buy direct and requiring a sole source letter please see paragraph below.

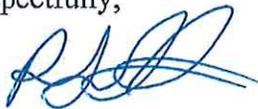
Hydra-Shield Manufacturing Inc. can be considered sole source for the Hydra-Storz® hydrant adapter. We have a patent on the storz adapter due to the use of stainless steel, self-closing butterfly vanes. Our Hydra-Storz® is the only storz product to include this particular design, which deters contractor water theft and provides a faster connection at a fire scene. Our patent number is 7,128,091, as manufactured by Hydra-Shield Mfg. Inc., 8701 John Carpenter Frwy. Suite 230, Dallas, Texas, 75247. We also reserve the right to use our fire related products brand name of Fyrelane USA on our products.

Our Storz product is manufactured in Texas and component parts are machined and assembled at our facility in Houston, Texas, we offer the benefit of buying direct.

In order to pressurize an installed Hydra-Storz® adapter, aluminum Blind Cap can be carried on the apparatus in case this needs to be installed on the storz.

Please contact us if you have any questions.

Respectfully,



Robert Rodrick
Sales & Marketing Coordinator

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Requested By: Donald Ladd Source of Funds: Vehicle Replacement
Department: Fire Account Number: 00950515228020
Report: Resolution: Ordinance: Amount Budgeted:
Other: Amount Requested: \$451,201.66
Budgeted Item: YES NO

Attachments :

1. Memorandum of Agreement
2. Letter from Sutphen

SUMMARY & RECOMMENDATIONS

As approved in the April 9, 2012 City Council meeting, the Fire Department negotiated pricing for upcoming fire department truck purchases. These fire trucks, with the exception of one, are to be replaced in the upcoming years due to vehicle replacement per the City's 20 year replacement policy. Each truck purchase must be approved by Council at time of order.

Price:

Truck 1	October 2012	\$414,323.00
Truck 2	October 2013	\$418,462.86 (1%)
Truck 3	October 2014	\$424,730.20 (1.5%)
Truck 4	October 2015	\$431,091.55 (1.5%)
Truck 5	October 2017	\$444,101.84 (1.5%)

The existing agreement with the pricing outlined above has already saved the City approximately 3-4% on the purchase of Truck 5, as current pricing for this same vehicle is running approximately 5%-5.5% higher than last year's truck. The City, through this agreement, saw a 1.5% increase in cost over last year.

The Fire Department is now ready to place an order for the fifth truck in the agreement, which would be delivered in budget year 2016-2017. Although the original agreement was to have the truck delivered in 2017, the Fire Department would like to order now to be delivered after October 2016 because of existing truck conditions. Arrangements have already been made with Sutphen to purchase the truck in 2016 at no extra cost to the City. The Fire Department is requesting a maximum of \$6,500.00 (1.5% of the total cost) in additional contingency in order to make adjustments to lighting, communication and safety equipment due to NFPA and State recommendations.

Action Required of Council:

Consider approval or other action to authorize placing an order for the fifth fire truck (\$444,701.66) in the 5-truck series agreement, with an additional 1.5% (\$6,500.00) for the additional safety equipment for a total price purchase is \$451,201.66.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Memorandum of Agreement between the City of La Porte, TX and Sutphen Corporation

- 1. Intent:** The City of La Porte, Texas desires to standardize its fleet of pumper trucks. Standardization provides a number of benefits, such as uniformity of parts, streamlined maintenance and parts replacement, and trucks can be more easily utilized by fire personnel from each station because equipment and materials can be stored in identical layouts among numerous trucks. Additionally, standardization can provide an opportunity for the City to realize substantial cost savings. The Fleet Maintenance Replacement schedule identifies five pumpers that will be due for replacement in the next five years (2013 -2017). The Fire Department conducted an evaluation of the various manufacturers of pumper trucks and determined that Heavy Duty Sutphen "Shield 2" pumpers provided the best truck for the department's needs. The City recently placed an order for one of these pumpers based on the Austin Buy Board Purchasing Cooperative, for an anticipated delivery in November 2012.
- 2. Standardization Implementation:** The City accepts the proposal from Sutphen Corporation (attached hereto as "Exhibit A" and incorporated by reference for all purposes), which references the procurement of one (1) or more Heavy Duty Sutphen "Shield S-2" pumper trucks and would like to take advantage of the offer to have the option to purchase up to five (5) pumper trucks based of the time frame and pricing structure included in the Sutphen proposal. The Sutphen proposal details the specifications and pricing per the 2011-2012 Austin BuyBoard Contract #323-09 and the requested amendment to the proposal, which included a minor change to 10/4 cable and the addition of an Akron junction box totaling \$640.
- 3. Appropriation by the City Council:** It is mutually understood that unforeseen circumstances could interrupt the equipment replacement schedule as it exists today. Both parties recognize and accept that all purchases must be approved by the La Porte City Council on a yearly basis and that the Council, in its sole discretion, has the right to delay and/or eliminate funding in a given fiscal year for equipment included in the Fleet Replacement Schedule. The City shall not be obligated to purchase any equipment in the event that funding for equipment is not made available for any reason.
- 4. Change in Pricing:** It is mutually understood that the pricing structure, as presented in the attachments, shall represent the maximum price that would be charged for each piece of equipment under this Memorandum of Understanding. Should more advantageous pricing be available for identical equipment, the City shall have the right to purchase equipment from Sutphen at the lower price. Additionally, it is also understood that there may be mandated changes, like an EPA or NFPA requirement(s), that may result in additional expense to the final cost. Both parties will mutually agree

on the amount of such increase(s). If an agreement can't be reached within a reasonable time on the amount of any proposed increases, the City shall have the right to cancel the purchase and terminate this agreement.

5. **Appropriation Updates:** The City of La Porte agrees to give Sutphen Corporation an annual update on or about October 1 of each year during the term of this agreement when acquisition of another pumper is intended to allow Sutphen time to properly project the purchases of the numerous expensive components like the Cummins motor, Hale fire pump etc. as outlined in the accepted Sutphen proposal.
6. **Term:** This agreement shall become effective when approved by the La Porte City Council and shall expire after City has elected to purchase a fifth Heavy Duty Sutphen "Shield 2" pumper, pursuant to this agreement, if not sooner terminated under Section 7 of this agreement.
7. **Termination:** Either party has the right to terminate this Memorandum of Agreement at any time without obligation for future purchases by giving ninety (90) days written notice to the other party.



Assistant Fire Chief Donald Ladd

La Porte Fire Department

November 28, 2012

Chief Ladd,

In response to your request to upgrade the telescopic work lights to LED style, I am pleased to offer the following. The Fire Research 750W/120V lights that are a part of Sutphen's February 20, 2012 accepted proposal to the city, can be deleted for a credit towards the upgrade to either Whelen or Fire Research brand LED lights. The upcharge, including the aforementioned credit, to change to Whelen Pioneer PFP2 telescopic lights is \$1,794.66 a pair. Should you prefer Fire Research Spectra LED 240V telescopic lights, the upcharge will be \$1,977.10 per pair. As discussed, these lights will be powered by the generator.

Please let me know how I may be of further assistance.

Sincerely,

Dean Shumaker



Assistant Fire Chief Donald Ladd

125 South 3rd Street

La Porte, Texas 77571

October 27, 2015

Dear Chief Ladd,

As promised, I have compiled all of the necessary material that pertains to the LPFD option to purchase Engine #5 per our agreed to April 19, 2012 "Memorandum of Agreement between the City of La Porte, Texas & Sutphen Corporation" as signed by Mr. Steve Gillett and Mr. Drew Sutphen.

I trust the attachment will be self-explanatory as the change orders duplicate what we have executed on the previous pumpers. The exception is the latest change to the overhead console layout which you and Chief Boaze have elected to include. The following is a breakdown of what would appear to be the final contract price; of course awaiting your review and approval.

- 1) Agreed to price for 2016-2017 Sutphen Shield S-2 Custom Pumper: \$443,461.84
- 2) Change order dated 5-22-15 for overhead console layout: \$599.82
- 3) Change order dated 4-23-13 for a total of: No Charge
- 4) Letter dated 2-23-12 reference Akron Junction Box: \$640
- 5) Contingency money added for miscellaneous items such as PPV Fan etc. : \$6,500

The above totals \$451,201.66. Please review and let me know if you have any questions. Upon your approval, we can execute an amended "updated" agreement similar to that which is included in the aforementioned attachment. Subject to any changes, I suggest this letter be made a part of the final paperwork.

Thanking you and Chief Boaze for all of the courtesies extended to myself and the Sutphen family over the many years of our association.

Best regards,

J. Dean Shumaker

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Requested By: Donald Ladd Source of Funds: ESD Fund (034)
Department: Fire Account Number: 03450515228021
Report: Resolution: Ordinance: Amount Budgeted:
Other: Amount Requested: \$275,000.00
Budgeted Item: YES NO

Attachments :

1. Minutes
2. Budget

SUMMARY & RECOMMENDATIONS

On November 16, 2015, the La Porte Fire Control Board was asked to consider approval for additional funding in amount of \$275,000.00 for a Command Vehicle. The additional funds are a combination of \$200,000.00 from last year's budget that was set aside for a future purchase and \$75,000.00 that was needed to add for the total of \$275,000.00. This expenditure is covered by the Fire Control District and the board unanimously approved the adjustment for the expenditure.

Staff is now requesting Council's approval of the budget adjustment as passed by the La Porte Fire Control Board.

Action Required of Council:

Consider approval or other action on the La Porte Fire Control, Prevention, and Emergency Medical Services District budget adjustment, as approved by the Board of Directors of the District at its meeting of November 16, 2015.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**La Porte Fire Control, Prevention, and Emergency Medical Services District
Minutes from November 16, 2015**

Meeting held at Fire Admin – 125 South 3rd St., La Porte, Texas.

Meeting called to order @ 6:09pm by Robert Eldridge

Members present – Robert Eldridge, Dottie Kaminski, Ron Nowetner, Danny Campise

Also present- Donald Ladd, Kaitlyn Hartis

Minutes from August 27, 2015 were read with a motion to approve minutes by Ron Nowetner, second by Danny Campise. Minutes accepted.

Considered approval for appropriation of additional \$275,000 in funds for a total of \$475,000 in funds for the purchase of command vehicle. This will be directed to account number 034-5051-522-8021.

Questions from board were addressed by Ladd. Funding and the command vehicle purchase were approved.

Second agenda item in regards to election was discussed by Donald Ladd. Suggestion was to go out for a ten year extension of the board. Discussion will continue in January meeting of the board.

A motion to adjourn the meeting was made by Danny Campise and seconded by Dottie Kaminski. The motion carried, meeting adjourned @ 6:40pm.

Approved:

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	BUDGET 2014-15	Y-T-D ACTUAL	ESTIMATE 2014-15	REQUESTED 2015-16
FUND 034 EMERGENCY SERVICES DIST							
DEPT 50 EMERGENCY SERVICES							
DIV 51 FIRE SUPPRESSION							
034-5051-522.10-10	REGULAR EARNINGS	63,380	67,008	68,607	37,026	69,718	72,068
034-5051-522.10-20	OVERTIME	0	0	0	0	0	0
034-5051-522.10-30	CERTIFICATION	1,205	1,034	0	0	0	0
034-5051-522.10-35	LONGEVITY	484	532	580	580	580	628
034-5051-522.10-44	CLEANING ALLOWANCE	241	241	241	128	239	241
034-5051-522.10-46	PHYSICAL FITNESS ALLOWANC	0	0	0	0	0	0
034-5051-522.10-50	WC LOSS TIME	0	0	0	0	0	0
034-5051-522.10-60	FICA	4,856	4,928	5,325	2,810	5,377	5,434
034-5051-522.10-65	RETIREMENT	11,308	11,369	11,393	6,284	11,738	11,772
034-5051-522.10-66	VOL FIREMEN RETIREMENT	0	0	0	0	0	0
034-5051-522.10-67	PARS - RETIREMENT	0	0	0	0	0	0
034-5051-522.10-70	WORKERS COMPENSATION	0	0	0	0	0	0
034-5051-522.10-80	INSURANCE - MEDICAL	10,422	10,422	10,422	6,080	10,422	10,422
034-5051-522.10-81	INSURANCE - LIFE	36	36	36	18	33	36
034-5051-522.10-90	OTHER BENEFITS	0	0	0	0	0	0
034-5051-522.20-01	OFFICE	177	0	0	0	0	0
034-5051-522.20-02	POSTAGE	0	0	0	0	0	0
034-5051-522.20-03	PROTECTIVE CLOTHING	46,445	43,333	47,350	27,940	47,000	47,350

LEVEL	TEXT
16DI	BUNKER GEAR AND ADDITIONAL PPE
	UNIFORMS PAID AND VOLUNTEER
	GLOVES HOODS
	REPLACEMENT HELMETS
	HONOR GUARD UNIFORMS

TEXT	AMT
	32,000
	5,850
	4,400
	3,000
	2,100
	47,350

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	BUDGET 2014-15	Y-T-D ACTUAL	ESTIMATE 2014-15	REQUESTED 2015-16
FUND 034	EMERGENCY SERVICES DIST						
DEPT 50	EMERGENCY SERVICES						
DIV 51	FIRE SUPPRESSION						
034-5051-522.20-04	GAS AND OIL	0	0	0	0	0	0
034-5051-522.20-05	MINOR TOOLS	598	0	0	0	0	0
034-5051-522.20-06	CLEANING	224	0	0	0	0	0
034-5051-522.20-07	CHEMICALS	2,277	2,844	3,700	1,447	3,500	5,000
LEVEL	TEXT		TEXT	AMT			
16DI	ANTI BACTERIAL WASH			1,500			
	FOAM			1,500			
	WEED KILLER			500			
	SMOKE MACHINE FLUID			1,500			
				5,000			
034-5051-522.20-08	EDUCATIONAL	0	0	0	0	0	0
034-5051-522.20-09	MEDICAL	6,634	2,507	7,400	8,276	8,276	7,400
LEVEL	TEXT		TEXT	AMT			
16DI	MEDICAL EQUIPMENT AND SUPPLIES FOR 1ST RESPONDER			7,400			
				7,400			
034-5051-522.20-14	FREIGHT	0	0	0	0	0	0
034-5051-522.20-15	OTHER SUPPLIES	1,562	27	0	0	0	0
034-5051-522.20-18	COMPUTER SUPPLIES	0	0	0	0	0	0
034-5051-522.20-19	TRAINING FIELD SUPPLIES	16,011	9,231	102,358	101,421	102,358	16,500
LEVEL	TEXT		TEXT	AMT			
16DI	WOOD FOR CIELINGS AND PROPS			2,000			
	MOWER EQUIPMENT			500			
	METAL FOR RACKS			600			
	WELDING SUPPLIES			400			
	LIGHTS FOR BAYS			5,000			
	A/C PARTS AND SERVICE			1,000			
	PAINTING OF FTC AND HALLS			7,000			
				16,500			
034-5051-522.20-90	MACHINERY/TOOLS/EQUIPMENT	18,835	44,865	29,300	14,312	2,900	12,300

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	BUDGET 2014-15	Y-T-D ACTUAL	ESTIMATE 2014-15	REQUESTED 2015-16
FUND 034 EMERGENCY SERVICES DIST							
DEPT 50 EMERGENCY SERVICES							
DIV 51 FIRE SUPPRESSION							
LEVEL	TEXT		TEXT	AMT			
16DI	NOZZLES LOW AND HIGH PRESSURE			4,500			
	DECK GUN MOUNTS AND RESCUE EQUIPMENT			2,000			
	LIGHT PACKAGE AND RADIO FOR NEW 205			5,000			
	MISC PARTS AND EQUIPMENT			800			
				12,300			
034-5051-522.20-91	OFFICE FURNITURE/EQUIPMEN	1,047	2,182	2,500	0	2,200	0
034-5051-522.20-93	COMPUTER EQUIPMENT	0	31,018	0	0	0	0
034-5051-522.30-01	MEMBERS & SUBSCRIPTIONS	0	0	0	0	0	0
034-5051-522.30-20	TRAINING/SEMINARS	24,855	19,294	27,500	13,388	27,000	27,500
LEVEL	TEXT		TEXT	AMT			
16DI	FDIC FRI IAFC			3,500			
	FIREHOUSE			7,200			
	RESCUE SCHOOL			3,800			
	TAMU MUNICIPAL WEEK			4,500			
	HARRIS COUNTY FIELD DAY			6,000			
	PAID EDUCATION AND CE			2,500			
				27,500			
034-5051-522.40-01	OFFICE EQUIPMENT	0	0	0	0	0	0
034-5051-522.40-02	MACHINERY/TOOLS/EQUIP	30,236	32,488	45,630	17,445	45,000	48,800
LEVEL	TEXT		TEXT	AMT			
16DI	REPLACEMENT PAGERS			8,000			
	FIRE HOSE			8,500			
	SCBA TEST AND REPAIR			4,300			
	LADDER TEST			6,500			
	FIRE ALARM INSPECTION			2,000			
	HOSE TEST			9,000			
	FIRE TRUCK SERVICE TEST AND REPAIR			8,000			
	HYDROLIC RESCUE TOOL TEST			2,500			
				48,800			
034-5051-522.40-03	RADIOS/BASE STATIONS	0	0	0	34	0	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2012-13	ACTUAL 2013-14	BUDGET 2014-15	Y-T-D ACTUAL	ESTIMATE 2014-15	REQUESTED 2015-16
FUND 034	EMERGENCY SERVICES DIST						
DEPT 50	EMERGENCY SERVICES						
DIV 51	FIRE SUPPRESSION						
034-5051-522.60-07	INSURANCE	0	0	0	0	0	0
034-5051-522.60-10	JANITORIAL SERVICES	0	0	0	0	0	0
034-5051-522.70-01	ELECTRICAL	0	0	0	0	0	0
034-5051-522.70-02	NATURAL GAS	0	0	0	0	0	0
034-5051-522.70-03	TELEPHONE	0	0	0	0	0	0
034-5051-522.70-04	WATER	0	0	0	0	0	0
034-5051-522.80-02	BUILDING IMPROVEMENTS	0	0	0	0	0	0
034-5051-522.80-11	OFFICE EQUIP/FURNITURE	0	0	0	0	0	0
034-5051-522.80-21	MACH/TOOLS & EQUIPMENT	0	23,864	367,312	16,016	290,000	0
034-5051-522.80-23	COMPUTER HARDWRE/SOFTWARE	0	0	0	0	0	0
034-5051-522.80-29	PAVING	0	0	0	0	0	0
034-5051-522.80-32	LAND IMPROVEMENTS	0	0	0	0	0	0
034-5051-522.80-50	MOTOR VEHICLES	0	0	0	0	0	0
034-5051-522.99-97	REQ FOR SPECIAL PROGRAMS	0	0	459	0	0	1,138
LEVEL	TEXT						
16DI	POSSIBLE MERIT RAISE						
				TEXT AMT			
				1,138			
				1,138			
034-5051-522.99-98	REQUEST FOR UPGRADE(S)	0	0	0	0	0	0
034-5051-522.99-99	REQUEST FOR NEW POSITION	0	0	0	0	0	0
* FIRE SUPPRESSION		498,293	604,115	1,029,396	427,787	925,624	675,517

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>December 14, 2015</u>	<u>Appropriation</u>
Requested By:	<u>Donald Ladd</u>	Source of Funds: <u>FCD 034</u>
Department:	<u>Fire</u>	Account Number: <u>03450515228021</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$475,000.00</u>
Other: <input type="radio"/>		Amount Requested: <u>\$475,000.00</u>
		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

1. Price Quote
2. Renewal of Agreement with NJPA

SUMMARY & RECOMMENDATIONS

The La Porte Fire Department worked with Hackney to purchase a new Command Vehicle for the City of La Porte. Fire Department personnel requested drawings and national cooperative contract pricing for a 30-35 foot single rear axle command vehicle to replace the old command bus that was donated to the City many years ago and is in need of replacement. The Fire Control Board set aside \$200,000.00 a year for the past 2 budget years and set aside an additional \$75,000.00 for a total of \$475,000.00 to purchase the vehicle. Contract pricing came up to \$455,264.68 and the Board added the additional money for equipment that may be needed to complete the vehicle.

Fire Department is asking for the Council to approve the purchase of the VT Hackney Command Vehicle as per the NJPA contract 090512.

Action Required of Council:

Consider approval or other action to award the bid of \$455,264.68 to VT Hackney for the Command Vehicle and approve the additional \$19,735.32 for additional equipment as need to complete the vehicle for operation.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



A company of VT Systems

Select Quantity For Automatic Calculation of Price

NJPA-CM-2400-2015

PART NO	DESCRIPTION	QTY	MSRP	DISC PRICE
CM-2400 2015	25FT COMMAND BODY ON A KENWORTH CHASSIS	1	\$329,960.53	\$309,587.01
CHASSIS RELATED OPTIONS				
PART NO	DESCRIPTION	QTY	MSRP	EXTENDED
11-33-0100	STEP LIGHTS - LED FRONT CAB DOOR (PR)	0	\$223.95	\$0.00
11-40-1000	AIR HORN, GROVER STUTTERTONE 1512 (PR)	0	\$1,924.00	\$0.00
12-50-0050	WHEEL COVERS - 22.5 - MIRROR SST - PHOENIX	0	\$1,034.70	\$0.00
12-50-3000	HUB/LUG COVERS - SST (for alloy or painted)	0	\$465.50	\$0.00
12-55-0000	VALVE STEM EXTENSIONS, REAR AXLE - SST (PR)	0	\$113.50	\$0.00
12-57-0002	TIRE PRESSURE MONITORING - ACCU-PRESSURE CAP - 6-WHL	0	\$132.30	\$0.00
12-70-0050	TIRE CHAINS - INSTA-CHAIN AIR	0	\$2,522.50	\$0.00
20-60-0600	SLIDE-OUT ROOM - 6-FT	0	\$22,799.00	\$0.00
20-60-0800	SLIDE-OUT ROOM - 8-FT	1	\$25,196.00	\$25,196.00
20-60-1000	SLIDE-OUT ROOM - 10-FT	0	\$27,589.00	\$0.00
20-70-0185	WINDOW, BODY - 30"H X 18"W - SLIDING - TINTED (EA).	0	\$501.30	\$0.00
20-70-0189	WINDOW - 34"H X 48"W - SLIDING - TINTED (EA).	0	\$1,204.50	\$0.00
20-70-0195	BLINDS, MINI FOR COMMAND CENTER WINDOWS	0	\$123.03	\$0.00
20-71-0320	FENDERETTES, STAINLESS STEEL (PR) - ILOS	0	\$305.00	\$0.00
20-90-5010	CAB TO BODY PASS-THRU - 11"H X 27"W	0	\$1,050.17	\$0.00
20-95-0000	LEVELING & STABILIZING SYSTEM - MED/HVY	1	\$5,768.20	\$5,768.20
21-20-0520	BENCH, SEAT - 3-MAN - 90" W/BACKREST CUSHION - ILOS (each side)	0	\$2,471.00	\$0.00
21-25-0120	MARKER BOARD, WHITE DRY-ERASE - 48Lx36H	1	\$182.07	\$182.07
26-00-0010	LADDER, ROOF ACCESS - OSHA TYPE - BODY	0	\$1,500.30	\$0.00
26-00-3000	OBSERVATION PLATFORM 7' X 7' W/FOLDING RAILS	0	\$3,343.90	\$0.00
26-20-1000	SAT DISH MOUNTING RAILS	0	\$1,685.45	\$0.00
28-00-3500	AWNING, ELECTRIC CONTROLLED - A&E - up to 21FT	1	\$2,875.90	\$2,875.90
28-20-0100	MAST - WILL-BURT 25' HEAVY-DUTY NON-LOCKING TELESCOPING	0	\$9,744.98	\$0.00
28-20-0200	TELESCOPING MAST, PNEUMATIC - 34 FT.	0	\$7,007.39	\$0.00
40-00-2000	TWO-TONE BODY - DF & COMMAND MODELS	0	\$2,130.70	\$0.00
41-00-0050	PAINT CAB - ONE COLOR - 2-DR	0	\$3,111.10	\$0.00
41-00-1100	PAINT CAB - LOWER HALF ONLY - 2DR	0	\$1,849.80	\$0.00
41-00-1300	PAINT CAB - TOP ONLY - 2DR	0	\$1,093.10	\$0.00
42-10-3100	PAINT WHEELS - (6) OUTER SURFACES ONLY	0	\$586.50	\$0.00
43-20-3010	STRIPE, REFLECTIVE 6" W/1/4" PINSTRIPE - PER FT	0	\$14.70	\$0.00
43-20-8005	CHEVRON STRIPE - REAR BODY W/NO REAR DOOR - LIGHT RESCUE	0	\$988.00	\$0.00
50-55-0025	TRAFFIC ADVISOR - LED TRAFFICMASTER - VISIONPLEX	0	\$859.30	\$0.00
51-10-1200	SCENE LIGHT - SIDE - FIRE RESEARCH SPA900-Q65 - SURFACE MNT (EA)	0	\$654.80	\$0.00
51-10-1900	FLOOD LIGHT - SIDE - WHELEN PIONEER SINGLE PANEL - RECESSED (EA)	0	\$1,172.80	\$0.00
51-10-1910	FLOOD LIGHT - SIDE - WHELEN PIONEER DUAL PANEL - RECESSED (EA)	0	\$1,895.30	\$0.00
51-75-1050	GROUND LIGHTS - LUMA BAR H2O LED - UNDERBODY MOUNTED (EA)	0	\$144.50	\$0.00
54-01-1700	WHELEN ULTRA FREEDOM FN60QLED - 60" LIGHT BAR	0	\$2,182.00	\$0.00
54-10-0704	WHELEN 70R02FRR LINEAR SUPER-LED (2) - GRILLE	0	\$365.90	\$0.00
54-20-0804	WHELEN 70R02FRR LINEAR SUPER-LED (2) - INTERSECTORS	0	\$340.50	\$0.00
54-21-0802	WHELEN 60R02FRR LINEAR SUPER-LED (4) - LOWER SIDE BODY	0	\$639.00	\$0.00
54-25-3002	WHELEN 60R02FRR LINEAR SUPER-LED (2) - LOWER REAR BODY	0	\$355.81	\$0.00
54-30-0671	WHELEN 60R02FRR LINEAR SUPER-LED (4) - UPPER SIDE BODY	0	\$639.00	\$0.00
54-31-0473	WHELEN 90R05FRR LINEAR SUPER-LED (2) - UPPER REAR BODY	0	\$501.98	\$0.00
55-22-1000	SIREN - ELECTRONIC WHELEN - 295SLSA1	0	\$391.80	\$0.00
55-41-2000	SPEAKER, SIREN - UNIVERSAL - THROUGH-THE-BUMPER (EA)	0	\$365.60	\$0.00
58-51-0110	POWER POINT RECEPTACLE - 12VDC IN BODY - SINGLE	1	\$108.54	\$108.54
58-82-0000	REARVIEW COLOR CAMERA W/NIGHTVISION & MONITOR	0	\$710.27	\$0.00
59-01-1000	INTEROPERABLE COMMUNICATIONS SYSTEM	0	\$98,056.00	\$0.00
59-01-1010	INTEROPERABLE COMMUNICATIONS SYSTEM w/VSAT Connectivity	0	\$145,470.00	\$0.00
59-01-1030	RADIO INTERFACE CABLE TO GATEWAY	0	\$570.00	\$0.00
59-01-1110	ETHERNET SWITCH, 48-PORT - ILOS	0	\$1,900.00	\$0.00
59-05-7800	TELEPHONE, VoIP DESK	0	\$379.00	\$0.00
59-70-0100	MULTI-GRAPHICS AUDIOVISUAL SYSTEM - Up to 7 feeds	0	\$62,886.00	\$0.00
59-70-0119	VIDEO SCALER - Required for each selected TV/Monitor	0	\$2,842.00	\$0.00
59-70-0222	TV - 22" LED, 1080P, 60Hz Samsung	0	\$589.00	\$0.00
59-70-0232	TV - 32" LED, 1080P, 120Hz - Samsung	0	\$1,261.00	\$0.00
59-70-0240	TV - 40" LED, 1080P - 120Hz - Samsung	0	\$1,598.00	\$0.00
59-70-0246	TV - 46" LED, 1080P - 120Hz - Samsung	0	\$1,766.00	\$0.00
59-70-0255	TV - 55" LED, 1080P, 120Hz - Samsung	0	\$2,438.00	\$0.00
59-70-0600	CAMERA, TELESCOPING 30-FT - EXTREME LOW LIGHT	0	\$16,039.90	\$0.00
63-00-1000	OUTLET 120V DUPLEX EXTERIOR WEATHERPROOF 20A	0	\$342.10	\$0.00
63-00-1800	OUTLET,120V SGL TWIST NEMA L5-15R (EA) W/GFI	0	\$369.90	\$0.00
63-10-1000	OUTLET 120V DUPLEX INTERIOR W/GFI, 20A (EA)	0	\$244.50	\$0.00
63-10-3500	OUTLET STRIP - PLUG MOLDING - up to 6' Section	0	\$315.70	\$0.00
64-00-2000	CORD REEL, ELECTRIC HANNAY ECR1616-17-18	0	\$2,386.40	\$0.00
65-20-0500	TELESCOPING FLOOD - OPTIMUM - 750W/120V (EA)	0	\$983.00	\$0.00
65-22-3500	FLOOD LIGHT - FRC OPTIMUM 750W - UPPER BODY	0	\$801.50	\$0.00
66-00-1000	LIGHT, FLUORESCENT - 110V 48" INT. CEILING - SINGLE	0	\$228.00	\$0.00
99-01-1010	MANUAL, OWNERS - EXTRA COPIES	0	\$98.00	\$0.00
PART NO	DESCRIPTION	EACH	EXTENDED	
UP-XX-DISC	NJPA PUBLISHED OPTIONS DISCOUNT	5.00%	\$1,706.54	
NJPA PUBLISHED OPTIONS TOTAL			\$32,424.17	
NJPA BASE MODEL PRICE			\$309,587.01	
NJPA SOURCED GOODS			\$113,253.50	
Sub Total			\$455,264.68	
TOTAL CONTRACT PRICE			\$455,264.68	



NJPA 2015 SCHEDULE PURCHASE
Contract No. 090512

DATE: November 11, 2015

To: La Porte Fire Department
Contact: Donald Ladd

NJPA Base Model Number CM-2400-2015	\$309,587.01
NJPA Published Option Total (includes 5% discount)	\$32,424.17
NJPA Total	\$342,011.18
NJPA Contract Total	\$342,011.18
VT Hackney Sourced Goods Items Purchase Total	\$113,253.50
Total Of Contract	\$455,264.68

Terms:

F.O.B: Washington North Carolina

Delivery: 270 days A.R.O

VT Hackney, Inc.

By:

Eddie L. Smith, Director Sales & Marketing
Emergency Vehicle Group

All contracts and any subsequent payments are issued only to
VT Hackney, Inc. of Vision Technologies Systems.

Price does not include any applicable taxes or license fees
Price valid for a maximum of 90 days, unless noted elsewhere herein.

911 WEST 5TH STREET P.O. BOX 880 WASHINGTON NC 27889-0880 PHONE 252-946-6521 FAX 252-975-8393

<http://www.vthackney.com/>

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

VT Hackney, Inc. (Vendor)
911 W. 5th Street, PO Box 880
Washington, NC 27889

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

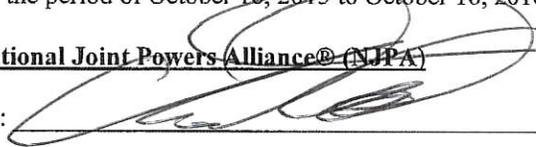
Whereas:

“Vendor” and “NJPA” have entered into an “Acceptance and Award #090512-VTH” for the procurement of Emergency Response Vehicles Together with Related Equipment, Accessories and Supplies, and having a maturity date of October 16, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contract for the period of October 16, 2015 to October 16, 2016.

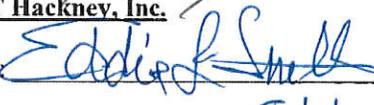
National Joint Powers Alliance® (NJPA)

By:  _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 8/25/15

VT Hackney, Inc.

By:  _____, Its: DIRECTOR OF SALES

Name printed or typed: Eddie L. Smith

Date 08/25/15

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Source of Funds: N/A
Requested By: Eric Ensey Account Number:
Department: Planning & Development Amount Budgeted:
Report: Resolution: Ordinance: Amount Requested:
Other: Budgeted Item: YES NO

Attachments :

1. Resolution
2. Commission Letter
3. Official Zoning Map

SUMMARY & RECOMMENDATIONS

Section 106-301 through 106-307 of the Code of Ordinances stipulates the provisions for the Official Zoning Map for the City. It has been the City's past practice to revise the map from time to time. The last record the City has where the map was revised was February 14, 2005. The revised Official Zoning Map being presented includes all zone changes approved by the City Council since the last revision. A chart has been included that reflects each zone change approved. This action in no way affects the validity of past zone change approvals by the City Council.

The Planning and Zoning Commission reviewed the proposed Official Zoning Map at the November 19, 2015, meeting and voted to recommend approval of the revised map as presented.

Action Required of Council:

Consider approval or other action of a recommendation by the Planning and Zoning Commission to approve a resolution adopting a revised Official Zoning Map for the City of La Porte.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. _____

A RESOLUTION ADOPTING A NEW OFFICIAL ZONING MAP FOR THE CITY OF LA PORTE, HARRIS COUNTY, TEXAS; REPLACING THE PREVIOUS OFFICIAL ZONING MAP DATED FEBRUARY 14, 2005; MAKING CERTAIN FINDINGS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the existing Official Zoning Map of the City of La Porte, being dated February 14, 2005, has become damaged, destroyed, lost or difficult to interpret because of the nature and/or number of changes and additions to said map; and

WHEREAS, the City Council desires, in accordance with Section 106-306 of the Code of Ordinances of the City of La Porte, Harris County, Texas, to replace said Official Zoning Map with a new Official Zoning Map; and

WHEREAS, said new Official Zoning Map with GIS implications may correct drafting or other errors or omissions in said prior Official Zoning Map, provided that said corrections shall not have the effect of amending the original Official Zoning Map or any subsequent duly adopted amendment thereof;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LA PORTE, HARRIS COUNTY, TEXAS:**

Section 1. The Official Zoning Map of the City of La Porte, identified in Section 106-301 of the Code of Ordinances of the City of La Porte is hereby replaced.

Section 2. The new Official Zoning Map of the City of La Porte is hereby adopted, pursuant to Section 106-301 of the Code of Ordinances of the City of La Porte. Said new Official Zoning Map, attached to this Resolution as Exhibit "A", is fully

incorporated by reference herein as if said map is set forth herein verbatim, and shall supersede the prior Official Zoning Map. The said new Official Zoning Map based on GIS technology hereby corrects drafting or other errors or omissions in the original Official Zoning Map, and the City Council hereby finds that no such corrections shall have the effect of amending the original Official Zoning Map or any subsequent duly adopted amendment thereof. Said new Official Zoning Map shall be identified by the signature of the Mayor, be attested by the City Secretary, shall bear the Seal of the City, and shall contain the following words:

“This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted the 14th day of February 2005, as part of the Zoning Ordinance of the City of La Porte, Texas.”

Section 3. Two original and identical copies of the new Official Zoning Map of the City of La Porte shall be identified by the signature of the Mayor, be attested to by the City Secretary and bear the Seal of the City with the foregoing words attesting the authenticity of said map. One copy of the map shall be filed with the City Secretary and retained as the original record and shall not be changed in any manner. Two copies hereafter called the “Official Zoning Map” shall be filed with the Enforcing Officer and City Secretary, respectively, and shall be maintained up-to-date by the Planning Department of the City of La Porte.

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for

the time required by law preceding this meeting, as required by the Chapter 551, Texas Local Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This Resolution shall become effective after its passage and approval.

PASSED, APPROVED, AND RESOLVED this ____ day of DECEMBER, 2015.

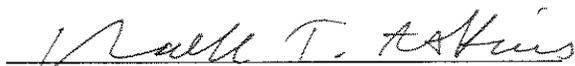
CITY OF LA PORTE, TEXAS

By: _____
LOUIS R. RIGBY, MAYOR

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney



November 24, 2015

Honorable Mayor Rigby and City Council
City of La Porte

RE: Update of the City of La Porte Official Zoning Map

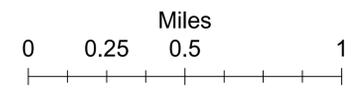
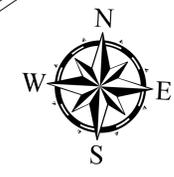
Dear Mayor Rigby and City Council:

The La Porte Planning and Zoning Commission reviewed a revision and update of the city's Official Zoning Map at the November 19, 2015 Commission meeting. The Commission voted unanimously to recommend that the City Council accept the revised Official Zoning Map via resolution as presented. The last time the Official Zoning Map was accepted by the Council was February 14, 2005. The revised Official Zoning Map includes a complete chart of all zone changes approved by the City Council since the last revision.

Respectfully submitted,

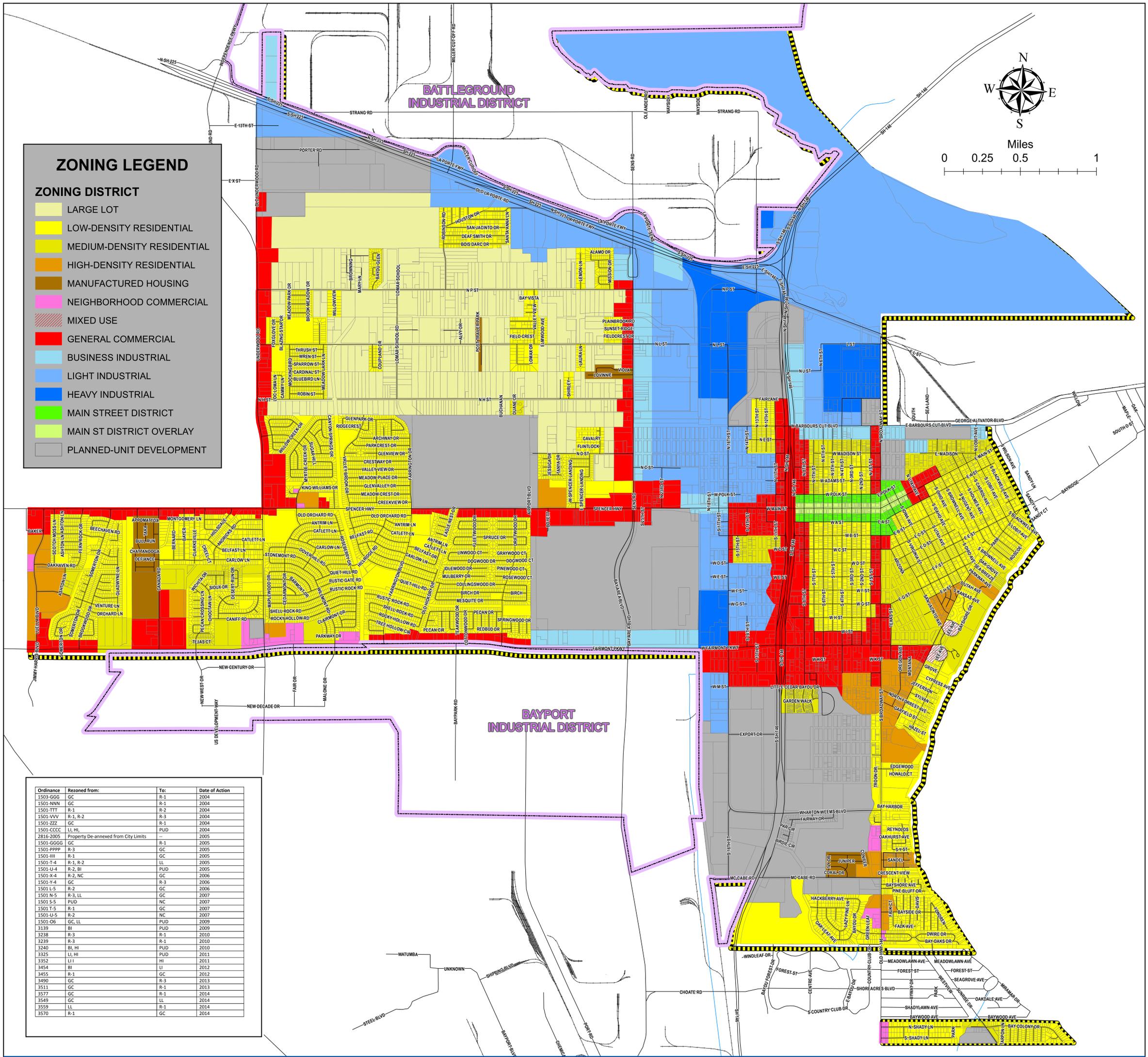
Hal Lawler
Chairman, Planning and Zoning Commission

cc: Tim Tietjens, Director of Planning and Development
Department File



ZONING LEGEND

- ZONING DISTRICT**
- LARGE LOT
 - LOW-DENSITY RESIDENTIAL
 - MEDIUM-DENSITY RESIDENTIAL
 - HIGH-DENSITY RESIDENTIAL
 - MANUFACTURED HOUSING
 - NEIGHBORHOOD COMMERCIAL
 - MIXED USE
 - GENERAL COMMERCIAL
 - BUSINESS INDUSTRIAL
 - LIGHT INDUSTRIAL
 - HEAVY INDUSTRIAL
 - MAIN STREET DISTRICT
 - MAIN ST DISTRICT OVERLAY
 - PLANNED-UNIT DEVELOPMENT



Ordinance	Rezoned from:	To:	Date of Action
1503-GGG	GC	R-1	2004
1501-NNN	GC	R-1	2004
1501-TTT	R-1	R-2	2004
1501-VVV	R-1, R-2	R-3	2004
1501-ZZZ	GC	R-1	2004
1501-CCCC	LI, HI	PUD	2004
2816-2005	Property De-annexed from City Limits		
1501-GGGG	GC	R-1	2005
1501-PPPP	R-3	GC	2005
1501-HHH	R-1	GC	2005
1501-T-4	R-1, R-2	LL	2005
1501-U-4	R-2, BI	PUD	2005
1501-X-4	R-2, NC	GC	2006
1501-Y-4	GC	R-3	2006
1501-L-5	R-2	GC	2006
1501-N-5	R-3, LL	GC	2007
1501-S-5	PUD	NC	2007
1501-T-5	R-1	GC	2007
1501-U-5	R-2	NC	2007
1501-O6	GC, LL	PUD	2009
3139	BI	PUD	2009
3238	R-3	R-1	2010
3239	R-3	R-1	2010
3240	BI, HI	PUD	2010
3325	LI, HI	PUD	2011
3352	LI	HI	2011
3454	BI	LI	2012
3455	R-1	GC	2012
3490	GC	R-3	2013
3511	GC	R-1	2013
3577	GC	R-1	2014
3549	GC	LL	2014
3559	LL	R-1	2014
3570	R-1	GC	2014

This is to certify that this Original Zoning Map supersedes and replaces the Official Zoning Map adopted _____ as part of the Zoning Ordinance of the City of La Porte, Texas.

Louis R. Rigby, Mayor

Patrice Fogarty, City Secretary

CITY OF LA PORTE, TEXAS

OFFICIAL ZONING MAP

DECEMBER 2015



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Source of Funds: N/A
Requested By: Patrice Fogarty Account Number:
Department: City Secretary's Office Amount Budgeted:
Report: Resolution: Ordinance: Amount Requested:
Other: Budgeted Item: YES NO

Attachments :

1. Resolution
2. Report excerpt from Public Information Act Handbook 2014

SUMMARY & RECOMMENDATIONS

The Public Information Act (PIA) authorizes a governmental body to establish a reasonable limit on the amount of time personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

Council is being asked to consider adopting a policy establishing this reasonable limit at 36 hours per requestor during the 12-month period that corresponds with the City fiscal year for the amount of time that personnel of the City are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

Action Required of Council:

Consider approval or other action of a resolution establishing a reasonable limit of 36 hours per requestor during the 12-month period that corresponds with the City fiscal year for the amount of time personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, ADOPTING A POLICY TO PROVIDE FOR RECOVERY OF COSTS INCURRED TO RESPOND TO PUBLIC INFORMATION REQUESTS FROM A SINGLE REQUESTOR IN A TWELVE-MONTH PERIOD THAT EXCEED 36 HOURS OF PERSONNEL TIME; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Texas Public Information Act (Texas Government Code Chapter 552, or "the Act" herein) gives the public the right to request access to government information; and

WHEREAS, the Act authorizes the governmental body to charge and to require payment from requestors before complying with certain requests for production of public information or for copies of public information; and

WHEREAS, Section 552.275 of the Act authorizes the governmental body to establish a reasonable limit on the amount of time personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time; and

WHEREAS, the City desires to establish a time limit pursuant to said Section 552.275 of the Act to compensate for the costs incurred processing public information requests beyond the time limit that has been established.

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

Section 1. That the City Council hereby adopts the following policy:

PURPOSE

To establish, under the provisions of Texas Government Code Section 552.275 of the Public Information Act, a reasonable limit on the amount of time that personnel are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering the costs attributable to that personnel time. Section 552.275(b) establishes that the time limit may not be less than 36 hours for a requestor during the 12-month period that corresponds to the fiscal year of the governmental body.

DEFINITIONS

Public Information: Information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business of the City, made or received

by the City in connection with the transaction of public business, except records that have been designated confidential by federal, state or other law.

Requestor: A person who submits a written request to inspect records, obtain copies of records, or both.

POLICY

The City establishes a reasonable limit of 36 hours per requestor during the 12-month period that corresponds with the City fiscal year for the amount of time that personnel of the City are required to spend producing public information for inspection by a requestor, or providing copies of public information to a requestor, without recovering costs from the requestor attributable to that personnel time.

Each requestor whose public information requests in a fiscal year require the expenditure of personnel time that exceeds the 36-hour time limit shall pay all costs attributable to cost of materials, personnel time, and overhead expenses necessary to comply with the request, even if the requestor intends to only inspect the documents.

Each time the City complies with a request for public information, the City shall provide the requestor with a written statement of the amount of personnel time spent complying with that request and the cumulative amount of time spent complying with requests for public information from that requestor during the applicable 12-month period. The amount of time spent preparing the written statement will not be included in the amount of time included in the statement provided to the requestor.

If in connection with a request for public information, the cumulative amount of personnel time spent complying with requests for public information from the same requestor equals or exceeds the 36 hour limit, the City shall provide the requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses, necessary to comply with the request. The written estimate must be provided to the requestor on or before the 10th day after the date on which the public information was requested. The amount of the charge relating to the cost of locating, compiling, and producing the public information shall be established by rules prescribed by the attorney general under Texas Government Code Sections 552.262(a) and (b).

If the City determines that additional time is required to prepare the written estimate under and provides the requestor with a written statement of that determination, the City will provide the written statement as soon as practicable, but on or before the 10th day after the date the City provided the statement.

If the City provides a requestor with a written statement under this policy, the City will not be required to produce public information for inspection or duplication or to provide copies of public information in response to the requestor's request unless on or before the 10th day after the date the City provided the written statement, the requestor submits a statement in writing to the City in which the requestor commits to pay the lesser of:

- (1) the actual costs incurred in complying with the requestor's request, including the cost of materials and personnel time and overhead; or
- (2) the amount stated in the written statement

If the requestor fails or refuses to submit the written statement, the requestor is considered to have withdrawn the requestor's pending request for public information.

In determining whether the 36 hour time limit established in this policy applies, any time spent complying with a request for public information submitted in the name of a minor, as defined by Section 101.003(a), Family Code, is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian, or other person establishes that another person submitted that request in the name of the minor.

This policy does not prohibit the City from providing a copy of public information without charge or at a reduced rate under Texas Government Code Section 552.267 or from waiving a charge for providing a copy of public information under that section.

This policy does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

- (1) a radio or television broadcast station that holds a broadcast license for an assigned frequency issued by the Federal Communications Commission;
- (2) a newspaper that is qualified under Section 2051.044 to publish legal notices or is a free newspaper of general circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news;
- (3) a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or information to the general public; or
- (4) a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public.

This policy does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state; or, if the requestor is a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt entity under Section 501(c)(3) of that code.

The policy does not replace or supersede other sections of the Public Information Act and does not preclude the City from charging for cost of labor in response to a request for copies or a request for inspection for which a charge is authorized under another section of the Public

Information Act. The limit established in this policy applies to all requestors equally except as exempted by the Public Information Act.

This policy does not apply to requests exempted by Section 552.275 of the Texas Government Code.

ACCOUNTABILITY

The Office of the City Secretary will maintain and enforce this policy. It shall be the City Secretary's responsibility to enforce the policy equally to all requestors except as exempted by the Act, to provide detailed statements, and to maintain a record of the cumulative amount of time each requestor has accrued towards the established limit per fiscal year. The City Secretary is hereby expressly authorized to implement additional policies and procedures relative to the handling of requests for public information that are not inconsistent with the Public Information Act and this policy.

Section 2. The City Council of the City of La Porte officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code; and that this meeting have been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. That this resolution shall become effective immediately upon adoption.

PASSED and APPROVED this 14th day of December, 2015.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:



Clark T. Askins
Assistant City Attorney

Report excerpt from Public Information Act 2014 Handbook

Subchapter F of the Public Information Act, sections 552.261 through 552.275, generally provides for allowable charges for copies of and access to public information.

Section E. Cost Provisions Regarding Requests that Require a Large Amount of Personnel Time

Section 552.275 authorizes a governmental body to establish a reasonable limit, not less than 36 hours in a 12 month period, on the amount of time that personnel are required to spend producing public information for inspection or copies to a requestor, without recovering the costs attributable to the personnel time related to that requestor. If a governmental body chooses to establish a time limit under this section, a requestor will be required to compensate the governmental body for the costs incurred in satisfying subsequent requests once the time limit has been reached. A limit under this section does not apply if the requestor is an elected official of the United States, the State of Texas, or a political subdivision of the State of Texas; or a representative of (a) a radio or television station that holds a license issued by the Federal Communications Commission; (b) a newspaper that is qualified under section 2051.044 of the Government Code to publish legal notices or is a free newspaper of general circulation that is published at least once a week and available and of interest to the general public in connection with the dissemination of news; (c) a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or information to the general public; (d) a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public; or (e) a publicly funded legal services organization that is exempt from federal income taxation by being listed as a "501(c)(3) entity" under section 501(a) of the Internal Revenue Code of 1986. Section 552.275 does not replace or supercede other sections, and it does not preclude a governmental body from charging labor for a request for inspection or copies for inspection for which a charge is authorized under other sections of this law.

On establishing the time limit, a governmental body must make it clear to all requestors that the limit applies to all requestors equally, except as provided by the exemptions of subsections (j), (k), and (l). A governmental body that avails itself of section 552.275 must provide a requestor with a statement detailing the time spent in complying with the instant request and the cumulative amount of time the requestor has accrued towards the established limit.

A governmental body may not charge for the time spent preparing the statement. If a requestor meets or exceeds the established limit, the governmental body may assess charges for labor, overhead, and material for all subsequent requests. The governmental body is required to provide a written estimate within ten business days of receipt of the request, even if the estimated total will not exceed \$40.00. All charges assessed under section 552.275 must be in compliance with the rules promulgated by the attorney general.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Source of Funds: N/A
Requested By: Corby Alexander Account Number:
Department: Administration Amount Budgeted:
Report: Resolution: Ordinance: Amount Requested:
Other: Budgeted Item: YES NO

Attachments :

1. Chapter 7.09 of Employee Handbook
Current/Proposed
2. Chapter 7.08 Sick Leave Subsection
Physical Report Status
3. FMLA Employee Rights Flyer

SUMMARY & RECOMMENDATIONS

The Family Medical Leave Act policy was in need of updating to reflect the current and past changes in law. The additions (in yellow) and deletions (red strikeout) to the policy were reviewed by the City Attorney. While much of the policy appears to be new, as indicated by the yellow, much of this language is currently in the City's handbook. The new regulations have slightly re-worded and re-arranged whole sections and it was a much cleaner process to duplicate the new regulations, as written by the government. There were two additions to the policy that were law, but were not reflected in the policy. Two additional types of leave added to policy were

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty, and
- Military caregiver leave to care for an injured or ill service member or veteran.

After review of the FMLA policy and the Physical Report Status policy it was found that the section regarding physical report status needed to be updated to be in compliance with the law also. The physical report status policy has the "fitness for duty" portion removed to be compliant with the law.

Staff proposes to Council that both changes to the FMLA policy and the Physical Report Status be updated to reflect the law.

Action Required of Council:

Consider approval or other action to change Handbook Chapter 7.09 Family Medical Leave Act and Chapter 7.08 Sick Leave "Physical Report Status" to reflect the current laws.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

7.09 Family Medical Leave Act

Upon hire, the City of La Porte provides all new employees with notices required by the U.S. Department of Labor (DOL) on [Employee Rights and Responsibilities Under the Family and Medical Act](#).

General Provisions

The City of La Porte will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

~~The City of La Porte offers FMLA leave pursuant to the provisions of the Family and Medical Leave Act of 1993. Under FMLA, eligible employees may take up to 12 weeks of unpaid leave each year for specified family and medical reasons.~~

Employee Eligibility

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the City of La Porte for 12 months or 52 weeks. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. As such, these hours of leave will not be counted in determining the 1,250 hours eligibility test for an employee under FMLA. ~~To be eligible for FMLA leave, an employee must have worked for the City of La Porte:~~
 - ~~For at least 12, and~~
 - ~~For at least 1,250 hours in the last 12 months preceding the start of the leave.~~

~~FMLA Leave Runs Concurrently With Other Types of Leave~~

~~If an employee has any available accrued sick leave or vacation leave, it must be used concurrently with any available FMLA leave, provided the employee's absence is covered by the City's sick and/or vacation leave policy. FMLA leave will also run concurrently with any time off from work covered by workers' compensation.~~

Leave Entitlement Type of Leave Covered

~~Eligible employees may take FMLA leave for one or more of the following reasons:~~

- ~~1. The birth or placement of a child for adoption or foster care;~~
- ~~2. To care for a spouse, child, or parent with a serious health condition; or~~
- ~~3. Because of your own serious health condition which renders you unable to perform the functions of your position.~~

~~To determine eligibility for leave, the City uses a rolling 12-month period measured backward from the date of any FMLA leave~~

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the six reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for a newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition
- 4) The serious health condition (described below) of the employee.
- 5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
- 6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A *serious health condition* is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the City's sick leave policy are encouraged to consult with the Human Resource manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the City and employee agree, including agreement on timing and duration of the leave.

Covered active duty means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (*Son or daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term *covered service member* means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term *serious injury or illness* means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Amount of Leave

An eligible employee may take up to 12 weeks for the first five FMLA circumstances listed in the previous section (under heading "Type of Leave Covered") under this policy during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the previous 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If an employee and spouse both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the employees may only take a combined total of 12 weeks of leave. If an employee and spouse both work for the City and each wishes to take leave to care for a covered injured or ill service member, the employees may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Use of Paid and Unpaid Leave

All paid sick, personal, and vacation leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Certification for the Employee's Serious Health Condition

The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for the Family Member's Serious Health Condition

The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification of Qualifying Exigency for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

The City will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification

The City may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the City receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the City may request recertification for the serious health

condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide the HR Benefits Specialist with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the HR Benefits Specialist will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the City with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Department will provide the employee with a written response to the employee's request for FMLA leave.

Intent to Return to Work from FMLA Leave

The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Employee's Notice Requirements

~~In order for the City to accommodate an employee's workload during his/her absence, an employee seeking to take FMLA leave must provide both his/her Department Director and the Human Resources Manager with at least 30 days advance notice when the leave is foreseeable. If the leave is not foreseeable, an employee is expected to provide both his/her Department Director and the Human Resources Manager with as much advance notice as possible or in the case of catastrophic incidents notice is required soon thereafter. In the event of medical leave for planned medical treatment for the employee or for the employee's spouse, child or parent, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations.~~

~~All supervisors must immediately notify both their Department Director and the Human Resources Manager if they have reason to believe an employee's absence is due to an FMLA covered reason.~~

~~**Medical Certification and Other Required Documentation**—An employee must provide the City with a medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee or the employee's spouse, child or parent. The certification must set forth the beginning and expected ending dates of the leave. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave. Forms are available from the Human Resources Department. Once FMLA leave is~~

~~requested, the employee will be required to submit medical certification information later than 15 days after the date the leave is requested. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.~~

~~If FMLA leave is taken because of the employee's own serious health condition, the employee must:~~

- ~~• Contact the City on the first and third Friday of each month regarding the status of the condition and their intent to return to work~~
- ~~• Upon completion of FMLA, the employee will be required to submit a "fitness-for-duty" certification before the employee can return to work.~~

~~The City, at its expense, may require an examination by a second health care provider designated by the City, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the City, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.~~

~~If an employee elects to take FMLA leave in order to care for a family member, the employee may be required to provide reasonable documentation confirming a family relationship.~~

~~**Intermittent leave** – An eligible employee may take FMLA leave on an intermittent or reduced schedule basis only if "medically necessary," or otherwise approved by the Department Director. When intermittent leave is needed, the employee must try to schedule the leave so as not to unduly disrupt the Department's operations. The City may temporarily transfer the employee to an alternative position (with equivalent pay and benefits) in order to better accommodate an employee's intermittent or reduced leave schedule. When an employee is absent due to intermittent leave, upon their return to work, the employee must provide medical certification so the absence can be recorded as a qualified FMLA absence. The employee will not be allowed to return to work without providing the medical certification.~~

~~**Benefits During FMLA Leave** – During any period of FMLA leave, the City will continue to pay its portion, if any, of any group health insurance coverage for the employee on the same terms as if the employee had continued to work.~~

~~**Job Restoration After FMLA leave** – Upon return from FMLA leave, an employee will be restored to his/ her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions.~~

Physical Report Status – Sick leave exceeding 40 hours in any 6-month period may cause an employee to be placed on physical report status. Employees under this status are required to submit to their supervisor a medical doctor's statement ~~of fitness for duty~~ upon returning to work from an illness. Failure to submit such medical statement may result in disciplinary action. Physical report status will remain in effect for 6 months from the date of the action.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised February 2013

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: December 14, 2015 Appropriation
Source of Funds: N/A
Requested By: Rosalyn Epting Account Number:
Department: Parks & Recreation Amount Budgeted:
Report: Resolution: Ordinance: Amount Requested:
Other: Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

Staff assembled a committee of residents that utilize the Lomax Rodeo Arena to help update the current open riding rules. The committee consisted of 7 individuals from each of the following disciplines: 3 barrel racers, 2 ropers, 1 cutter, and 1 representative from the Rodeo Association. The committee met on two separate occasions to discuss the proposed rules. After the first meeting, the rules were posted on Facebook for public comments. The committee then reconvened to discuss any feedback that was received.

The proposed rules which had the backing of the majority of committee members are listed below.

1. Open riding is available during operational hours when no rentals are occurring.
2. Those wanting exclusive time in the arena will need to rent it by calling 281-470-7275.
3. No paid private instruction during open riding per ordinance, unless rented.
4. Use of the bucking chutes for rough stock is not allowed during open riding.
5. No glass bottles.
6. Certificates of insurance are required for all rentals involving animals.
7. Rentals will be posted on the bulletin board by the concession stand on a weekly basis.
8. If a conflict occurs, please contact the Parks & Recreation Department at 281-470-7275, Monday-Friday, 8am-5pm.
9. If a conflict occurs outside of the Parks & Recreation Department hours listed above, please call the non-emergency Police Department at 281-471-2141.

Regarding implementation of the new rules, staff would like to implement these changes at the Lomax Rodeo Arena starting March 1, 2016. This will give staff enough time to post the changes

and get the word out to the public.

In terms of enforcement of the new rules, staff believes that most issues can be resolved with parks staff intervention. However, there have been instances in the past when the Police Department has been called, and the responding officers have not been able to enforce the rules because they were not codified and included as part of the City's Code of Ordinances. Once the Council is satisfied with the new rules, as presented above and/or modified during this Council meeting, staff will be bringing the final rules back for adoption as an ordinance to allow for effective enforcement, should a situation require it.

Action Required of Council:

Provide input to staff on open riding rules at Lomax Rodeo Arena.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>December 14, 2015</u>	<u>Appropriation</u>
Requested By: <u>Patrice Fogarty</u>	Source of Funds: <u>N/A</u>
Department: <u>City Secretary</u>	Account Number: <u>N/A</u>
Report: <u> </u> Resolution: <u> </u> Ordinance: <u>X</u>	Amount Budgeted: <u>N/A</u>
Exhibit: <u>Ordinance Amending Fiscal Affairs Committee</u>	Amount Requested: <u>N/A</u>
	Budgeted Item: YES NO

SUMMARY & RECOMMENDATION

The City of La Porte has a Fiscal Affairs Committee. Members of Council make up this committee. Currently there are five positions – three regular members and two alternates.

If all five members attend a meeting, that constitutes a quorum of council members present and discussing city business and, in essence, the committee meeting morphs into a council meeting. Fiscal Affairs Committee meetings are noticed as committee meetings and not council meetings.

Council is being asked to consider adopting this ordinance establishing the membership structure of the Fiscal Affairs Committee to four total members – three regular members and one alternate – so that all members may attend these meetings without reaching a number constituting a council quorum.

Council is also being asked to consider appointing/reappointing members to the Fiscal Affairs Committee.

Current members are: Chairman Chuck Engelken; Member Daryl Leonard; Vacant Member; Alternate 1, Jay Martin; and Alternate 2, Dottie Kaminski.

Action Required by Council:

Consider approval or other action of an ordinance establishing the membership structure of the Fiscal Affairs Committee.

Consider approval or other action appointing council members to the Fiscal Affairs Committee.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2015-_____

AN ORDINANCE ESTABLISHING THE MEMBERSHIP STRUCTURE OF THE CITY OF LA PORTE FISCAL AFFAIRS COMMITTEE, AND APPOINTING MEMBERS TO SUCH COMMITTEE; CONTAINING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the La Porte City Council previously created the Audit Committee, which has since been renamed the City of La Porte Fiscal Affairs Committee ("Fiscal Affairs Committee" herein); and

WHEREAS, the La Porte City Council desires to restructure the composition of the Fiscal Affairs Committee, which currently consists of three (3) regular members, being Chuck Engelken, Daryl Leonard, and one vacancy; and, two (2) alternate members, being Jay Martin (Alt. #1) and Dottie Kaminski (Alt. #2), in as much as the presence of all three regular members and the two alternates at a meeting of the Fiscal Affairs Committee constitutes a quorum of councilmembers gathered to discuss City business; and

WHEREAS, the City Council determines that it would be desirable for the total number of regular members plus the alternate members of the Fiscal Affairs Committee to equal less than a quorum of councilmembers.

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

Section 1. The City Council hereby establishes that the Fiscal Affairs Committee shall be comprised of three (3) regular members, and one (1) alternative member. Such alternate may attend all meetings and will serve as a voting member in the event a regular member of the Fiscal Affairs Committee is unable to attend a meeting.

Section 2. To be eligible for appointment to the Fiscal Affairs Committee as a regular or alternate member, a person must also be a member of the La Porte City Council.

Section 3 All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 4. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance, and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 5. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. This Ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this 14th day of DECEMBER, 2015.

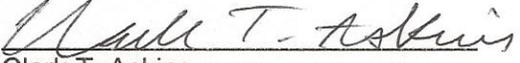
CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:


Clark T. Askins
Assistant City Attorney



**Council Agenda Item
December 14, 2015**

8. (a) Receive report of the La Porte Development Corporation Board – Councilmember Engelken



Council Agenda Item December 14, 2015

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, December 17, 2015
- Christmas Holidays, Thursday, December 24, 2015 and Friday, December 25, 2015
- New Year Holiday, Friday, January 1, 2016
- La Porte Development Corporation Board Meeting, Monday, January 11, 2016
- City Council Meeting, Monday, January 11, 2016
- Planning and Zoning Commission Meeting, Thursday, January 21, 2016
- City Council Meeting, Monday, January 25, 2016
- Zoning Board of Adjustment Meeting, Thursday, January 28, 2016

10. **COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies Councilmembers Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin, K. Martin, Kaminski and Mayor Rigby

11. EXECUTIVE SESSION

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

Texas Government Code, Section 551.072 – For the purpose of deliberating the purpose of the purchase, exchange, lease or value of real property: Meet with City Manager and City Attorney to discuss a Joint Ordinance and Boundary Adjustment Agreement and Joint Ordinance and Revenue Sharing Agreement with the City of Morgan's Point regarding a 4.42 acre tract of land currently within the City of La Porte's corporate boundary and proposed to be annexed with the City of Morgan's Point corporate boundary.

Texas Government Code, Section 551.071(2) – Consultations with Attorney: Meet with City Attorney to discuss Joint Ordinance and Boundary Adjustment Agreement and Joint Ordinance and Revenue Sharing Agreement with the City of Morgan's Point.

12. **RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

13. ADJOURN