

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



DARYL LEONARD  
Councilmember District 3  
TOMMY MOSER  
Councilmember District 4  
JAY MARTIN  
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 March 9, 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 Rickie Edwards, New Hope Missionary Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Daryl Leonard.
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 of the minutes of the Council meeting held on February 23, 2015 - P. Fogarty
  - (b) Consider approval or other action regarding an ordinance declaring the candidates for Mayor and Districts 2 and 3 unopposed; declaring Louis R. Rigby, candidate for Mayor, elected; declaring Chuck Engelken, candidate for District 2, elected; declaring Daryl Leonard, candidate for District 3, elected; and cancelling the May 9, 2015, general election - P. Fogarty
  - (c) Consider approval or other action to adopt a resolution authorizing revision of Section 5.04 of the Bylaws of the City of La Porte Development Corporation - S. Livingston
  - (d) Consider approval or other action regarding proposed draft updates of the City of La Porte and La Porte Area Water Authority Drought Contingency Plans and Water Conservation Plans - D. Mick
  - (e) Consider approval or other action awarding Bid #15007 for Clarifier Rehabilitation and authorizing the City Manager to execute a contract for Clarifier Rehabilitation at the City of La Porte Wastewater Treatment Facility - D. Mick
  - (f) Consider approval or other action regarding purchase of four replacement tractors through competitive quotes from H-GAC, local government purchasing cooperative and TASB BuyBoard for Fiscal Year 2014-2015 - D. Mick
  - (g) Consider approval or other action regarding approval of a community cooperation project with Shady River HOA for pool renovation with a total City contribution of \$5,000 - T. Leach

**6. DISCUSSION OR OTHER ACTION**

- (a) Discussion or other action appointing a councilmember to fill the member vacancy on the Drainage and Flooding Committee - P. Fogarty

**7. REPORTS**

- (a) Presentation - Receive 2014-2015 Annual Report from Chad Burke, President/CEO of the Economic Alliance Houston Port Region - S. Livingston
- (b) Receive report of meeting of La Porte Development Corporation Board - Councilmember Engelken
- (c) Receive Strategic Plan Update - T. Leach

**8. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission Meeting, Thursday, March 19, 2015
- Fiscal Affairs Committee Meeting, Monday, March 23, 2015
- La Porte Development Corporation Board Meeting, Monday, March 23, 2015
- City Council Meeting, Monday, March 23, 2015
- Zoning Board of Adjustment Meeting, Thursday, March 26, 2015
- Drainage and Flooding Committee Meeting, Monday, March 30, 2015
- Citizens Forum on Code Enforcement for Northside Neighborhood, Tuesday, March 31, 2015

- 9. 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 Clausen, Martin, Moser, Kaminski, Zemanek, Leonard, Engelken, Earp and Mayor Rigby

**10. 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: Klein Retreat property and former Happy Harbour property

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

**12. 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 March 9, 2015, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on March 3, 2015.

*Patrice Fogarty*



**Council Agenda Item  
March 9, 2015**

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**Council Agenda Item  
March 9, 2015**

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Councilmember District 5  
**MIKE CLAUSEN**  
Councilmember District 6

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF LA PORTE  
FEBRUARY 23, 2015**

The City Council of the City of La Porte met in a regular meeting on **Monday, February 23, 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:

**1. CALL TO ORDER**

Mayor Rigby called the meeting to order at 6:02 p.m. Members of Council present: Councilmembers Kaminski, Martin, Earp, Leonard, Clausen, Zemanek, Moser and Engelken. Also present were City Secretary Patrice Fogarty, and City Manager Corby Alexander.

**2. INVOCATION** – The invocation was given by Assistant City Attorney Clark Askins.

**3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember John Zemanek.

**4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**

(a) Recognition – Citizens Certificate of Merit – Mayor Rigby

This item was pulled due to the honorees not being able to attend the meeting.

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

Chuck Rosa, 812 S. Virginia St., addressed Council voicing opposition to the La Porte Development Corporation Board providing incentive grants and provided a list of grants previously provided. In addition, Mr. Rosa requested the City build sidewalks for the kids in the community.

Mark Young, a representative with the United Steel Workers Union, 311 Pasadena Blvd, Pasadena, TX, addressed Council and advised the current strike is about safety for the workers and not about money.

Jana Pellusch, 714 Dartmouth Ln. Deer Park, TX, addressed Council in regards to the current strike and requested Council support the safety of workers.

**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 February 9, 2015 – P. Fogarty

(b) Consider approval or other regarding a Resolution opposing Senate Bill 343 and any other legislation which would erode the authority of a Home Rule Municipality – P. Fogarty

- (c) Consider approval or other action authorizing the City of La Porte to convey a 30' side easement to Dow Hydrocarbons and Resources, LLC, for future construction of a 12-inch Ethane Pipeline – T. Tietjens
- (d) Consider approval or other action authorizing the purchase of chemicals and fertilizers from Helena Chemical utilizing BuyBoard contract 477-14 – A. Osmond
- (e) Consider approval or other action regarding authorization for the La Porte Development Corporation to extend an enhancement grant amount not to exceed \$25,000 to Eagle Energy Resources, LLC, to be awarded at the completion of the project – S. Livingston
- (f) Consider approval or other action authorizing the City Manager to execute an interlocal agreement with the City of Shoreacres for provision of Fire Protection Services – D. Ladd
- (g) Consider approval or other action regarding a Resolution authorizing the resale of certain tax delinquent properties located in Block 200, Lots 19 & 20 Block 76, Lots 27, 28 & 29, Town of La Porte

Regarding Item c, Councilmember Earp questioned if \$10.00 in the terms and conditions of the easement is correct. Planning and Development Director Tim Tietjens advised the amount is correct, and it is typical deed language.

Regarding item d, Councilmember Earp questioned if the BuyBoard quotes are compared with other quotes. Purchasing Manager Cherell Daeumer advised the prior contract was compared with the pricing on the BuyBoard.

Regarding item e, Councilmember Earp questioned how much funding is available in the enhancement grant fund. Economic Development Coordinator Scott Livingston responded \$210,000. In addition, Mr. Livingston provided additional information for the enhancement grant, and that it is funded by 4B sales taxes.

Regarding item f, Councilmember Martin questioned why the City of La Porte only provides fire protection to the City of Shoreacres. Assistant Fire Chief Donald Ladd advised the City of Shoreacres were offered Emergency Medical Services, also, but decided on fire protection only.

Councilmember Zemanek moved to approve the Consent Agenda pursuant to staff recommendations. Councilmember Martin seconded. **MOTION PASSED.**

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

**7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**

- (a) Public hearing to receive comments regarding recommendations by the Planning and Zoning Commission to approve Special Conditional Use Permit Request #14-91000003, to allow construction of an off-site parking lot at the southeast corner of S. 16<sup>th</sup> Street and W. C Street in a General Commercial (GC) District – E. Ensey

The public hearing was opened at 6:21 p.m.

City Planner Eric Ensey presented a summary.

Councilmember Martin questioned if the property is owned by Medders Construction. Mr. Ensey responded yes.

There being no input from the public, the public hearing closed at 6:24 p.m.

- (b) Consider approval or other action regarding Special Conditional Use Permit Request #14-91000003, for the purpose of developing an off-site parking lot for Medders Construction at the southeast corner of S. 16<sup>th</sup> Street and W. C Street in a General Commercial (GC) District – E. Ensey

Councilmember Moser moved to approve an Ordinance amending Chapter 106 Zoning of the Code of Ordinances of the City of La Porte by granting Special Conditional Use Permit Request #14-91000003, for the purpose of developing an off-site parking lot for Medders Construction at the southeast corner of S. 16<sup>th</sup> Street and W. C Street in a General Commercial (GC) District. Councilmember Kaminski seconded. **MOTION PASSED.**

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

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2015-3571: AN ORDINANCE AMENDING; THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, CHAPTER 106, MORE COMMONLY REFERRED TO AS THE ZONING ORDINANCE OF THE CITY OF LA PORTE, BY GRANTING SPECIAL CONDITIONAL USE PERMIT NO. 14-91000003 FOR THAT CERTAIN PARCEL OF LAND HEREIN DESCRIBED, FOR THE PURPOSE OF DEVELOPING AN OFF-SITE PARKING LOT FOR MEDDERS CONSTRUCTION CO., INC. AT THE SOUTHEAST CORNER OF S 16<sup>TH</sup> STREET AND W. C STREET; MAKING CERTAIN FINDINGS OF FACT RELATED TO THE SUBJECT; CONTAINING A SEVERABILITY CLAUSE, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

## 8. DISCUSSION OR OTHER ACTION

- (a) Discussion or other action regarding the 3<sup>rd</sup> Street Paving Project – Councilmembers Zemanek, Earp and Kaminski

Councilmember Zemanek advised the item was added to the agenda to provide Council a progress report on the project and to ensure there are not any concerns with the contractor, City or homeowners on 3<sup>rd</sup> Street.

Public Works Director Dave Mick provided a summary and update on the project.

Councilmember Zemanek asked if the City believes the project is progressing as it should and no delays are expected with the completion. Mr. Mick responded in terms of funds, the project is on schedule; and in terms of the time allowed in the contract, the project is on schedule. Councilmember asked if there are any expected change orders. Mr. Mick responded yes, one for dirt quantities, and it is not uncommon to expect change orders with projects.

Brad Matlock with Cobb Fendley and Curtis Paskey with Paskey, Inc., spoke and provided information on dirt calculations.

Councilmember Martin asked how the City knows if loads of dirt for a fill dirt permit are being moved to Wharton Weems. Mr. Paskey responded when a design drawing is turned in showing elevations matching the permit.

Public Works Director Dave Mick reported the middle of September is the estimated completion for the project.

Councilmember Moser thanked Curtis Paskey, City Manager Corby Alexander, Public Works Director Dave Mick, Assistant Public Works Director Don Pennell and Street Superintendent James Clark for working together as a team on the 3<sup>rd</sup> Street Paving Project.

No action was taken.

- (b) Discussion or other action regarding furnishing effluent water to Enterprise Products – C. Alexander

City Manager Corby Alexander presented a summary and advised all proposed costs will be incurred by Enterprise Products.

Councilmember Earp asked if the effluent water the City may provide to Enterprise Products would be needed for expanding the City's future water capacity. Public Works Director Dave Mick advised the City would never treat effluent water for potable water.

Mr. Alexander stated it would be difficult to imagine a City use for this effluent water.

Mayor Rigby asked if furnishing effluent water to Enterprise Products will affect the Bayforest Golf Course or Little Cedar Bayou. Mr. Mick responded no. The flow to the golf course will remain the same. What's going to Little Cedar Bayou, we'd be taking as much as we could. Mayor Rigby questioned how many gallons of water is treated daily. Mr. Mick responded on average 2.8 million gallons a day – a billion gallons a year, varying on wet or dry seasons. Mr. Alexander stated that is how much we discharge, not how much we treat.

Mayor Rigby asked if the City needed this water, would the amount going to Enterprise Products decrease by what is needed by the City. Mr. Mick responded that Enterprise Products will want a contractual minimum – approximately 400 million gallons over the period of a year.

Councilmember Zemanek asked what is the route for getting the water from the outflow to Morgan's Point? Mr. Mick responded a route has not been determined until staff is directed to move forward.

Councilmember Moser questioned if the process of furnishing the effluent water will be inconvenient to citizens once the route is determined. City Manager Corby Alexander responded one of the main concerns is creating the least amount of disturbance, but a 16" diameter line running from 4<sup>th</sup> street to Morgan's Point will create some disruption.

Steve Stephens, Director and Project Manager for Enterprise Products, provided information for construction and avoiding an impact in the community.

Councilmember Moser moved for City Manager Corby Alexander and staff to continue to look at this project. Councilmember Clausen seconded. **MOTION PASSED.**

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

**9. Reports**

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

Councilmember Engelken reported a grant payment was approved to Ronda Stockton, owner of And Sew It Began; the publication of a 60-day notice was denied for an economic development grant not to exceed \$350,000 to owners of Fischer's Do It Best Hardware due to more information being needed. Councilmember Martin added board members are scheduling a workshop meeting to establish guidelines for economic development projects and the enhancement grant program.

**10. ADMINISTRATIVE REPORTS**

There were no additional Administrative Reports.

- 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 or existing policies – Councilmembers Moser, Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen, Martin and Mayor Rigby.

Councilmember Zemanek thanked everyone for attending the meeting; Paskey Inc., and Cobb Fendley for their attendance at the meeting, and thanks to Jaree Hefner for the Mardi Gras and Sip and Stroll; Councilmember Earp thanked Assistant City Manager Traci Leach for her work with the Mardi Gras; Councilmember Clausen echoed Councilmembers Zemanek and Earp's comments on the Mardi Gras/Sip and Stroll event; Councilmember Moser sent kudos to staff for the great events held on Saturday night, and Mayor Rigby commented the events were great and well attended and also reported he attended the event at the Battleship Texas to honor survivors of Iwo Jima and how great is to see them and shake their hands.

- 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 551.074** – Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Patrice Fogarty, City Secretary and Corby Alexander, City Manager.

City Council recessed the regular Council meeting to convene an executive session at 7:06 p.m. to evaluate Patrice Fogarty, City Secretary, and Corby Alexander, City Manager.

- 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 9:39 p.m.

Councilmember Zemanek moved to grant Patrice Fogarty, City Secretary, and Corby Alexander, City Manager each a 3.5 percent increase for the coming year. Councilmember Moser seconded. **MOTION PASSED.**

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

- 14. ADJOURN**

There being no further business, Councilmember Engelken moved to adjourn the meeting at 9:40 p.m. Councilmember Zemanek seconded. **MOTION PASSED.**

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Patrice Fogarty, City Secretary

Passed and approved on March 9, 2015.

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Mayor Louis R. Rigby

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>March 9, 2015</u>	<u>Appropriation</u>
Requested By: <u>Patrice Fogarty</u>	Source of Funds: <u>General Fund</u>
Department: <u>City Secretary's Office</u>	Account Number: <u>00160675106004</u>
Report: <input type="radio"/> Resolution: <input type="radio"/> Ordinance: <input checked="" type="radio"/>	Amount Budgeted: <u>\$37,778.00</u>
Other: <input type="radio"/>	Amount Requested: <u>0</u>
<b>Attachments :</b>	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

### 1. Ordinance

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#### SUMMARY & RECOMMENDATIONS

On January 26, 2015, the City ordered a general election for May 9, 2015, for the purpose of electing a Mayor and Councilpersons for Districts 2 and 3. The incumbents for Mayor and Councilperson Districts 2 and 3 filed an application for a place on the ballot. No other candidate filed for position of Mayor or Councilperson for Districts 2 or 3 by the deadline, nor were there any declared write-in candidates. Pursuant to Section 2.052 of the Texas Election Code, the City Secretary has certified these candidates as unopposed and has attached a copy of this certification to the proposed Ordinance as Exhibit A.

For Council's consideration is an ordinance declaring the candidates for Mayor and Districts 2 and 3 unopposed; declaring Louis R. Rigby, candidate for Mayor, elected; declaring Chuck Engelken, candidate for District 2 elected, and Daryl Leonard, candidate for District 3, elected; and cancelling the May 9, 2015, general election for Mayor and Districts 2 and 3.

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#### Action Required of Council:

Consider approval or other action regarding an ordinance declaring the candidates for Mayor and Districts 2 and 3 unopposed; declaring Louis R. Rigby, candidate for Mayor, elected; declaring Chuck Engelken, candidate for District 2, elected; and declaring Daryl Leonard, candidate for District 3, elected; and cancelling the May 9, 2015, general election.

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Approved for City Council Agenda

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**Corby D. Alexander, City Manager**

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**Date**

ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, DECLARING THE CANDIDATE FOR MAYOR, LOUIS R. RIGBY, THE CANDIDATE FOR COUNCILPERSON DISTRICT 2, CHUCK ENGELKEN, AND THE CANDIDATE FOR COUNCILPERSON DISTRICT 3, DARYL LEONARD, UNOPPOSED; DECLARING THE CANDIDATE FOR MAYOR, LOUIS R. RIGBY, THE CANDIDATE FOR COUNCILPERSON DISTRICT 2, CHUCK ENGELKEN, AND THE CANDIDATE FOR COUNCILPERSON DISTRICT 3, DARYL LEONARD, ELECTED; CANCELLING THE ELECTION FOR POSITION OF MAYOR AND SINGLE-MEMBER DISTRICTS 2 AND 3; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; CONTAINING A SEVERABILITY CLAUSE; CONTAINING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \*

WHEREAS, pursuant to City of La Porte Ordinance No. 2015-3565, adopted on January 26, 2015, a general municipal officers' election was ordered to be held on May 9, 2015, for the purpose of electing three officials of the City, to wit: Mayor and Councilpersons for Districts 2 and 3; and

WHEREAS, pursuant to said Ordinance No. 2015-3565 and Sections 143.007 and 146.054 of the Texas Election Code, the deadline for filing applications for a place on the ballot and declaration of write-in candidacy for the City's municipal officers' election has expired; and

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified to the City Council in writing that Louis R. Rigby is unopposed for election to the office of Mayor; Chuck Engelken is unopposed for election to the office of Councilperson District 2; and Daryl Leonard is unopposed for election to the office of Councilperson District 3; and a copy of such Certification of Unopposed Candidates labeled Exhibit A is attached hereto and made a part hereof; and

WHEREAS, the City Council hereby finds and determines that Louis R. Rigby, Chuck Engelken and Daryl Leonard, candidate for Mayor, and Districts 2 and 3, respectively, whose names are to appear on the ballot in said election are unopposed; now, therefore,

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

Section 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2. In accordance with Section 2.053, Texas Election Code, Louis R. Rigby, Chuck Engelken, and Daryl Leonard are hereby declared duly elected to the respective offices shown and shall be issued a certificate of election in the same manner and at the same time as provided for a candidate elected at the election:

**Louis R. Rigby – Mayor**  
**Chuck Engelken – Councilperson District 2**  
**Daryl Leonard – Councilperson District 3**

Section 3. Pursuant to Section 2.053, Texas Election Code, the general municipal officers' election heretofore called and ordered pursuant to City of La Porte, Ordinance No. 2015-3565, for the 9<sup>th</sup> day of May, 2015, shall not be held; and the City Secretary is hereby directed to cause a copy of this ordinance to be posted on election day, same being May 9, 2015, at the polling places that would have been used in such election.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Porte, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there by one or more parts.

Section 6. 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.

PASSED, APPROVED and ADOPTED on this the 9<sup>th</sup> day of March, 2015.

CITY OF LA PORTE

By: \_\_\_\_\_  
Louis R. Rigby, Mayor

ATTEST:

\_\_\_\_\_  
Patrice Fogarty, City Secretary

APPROVED:

Clark T. Askins  
Clark T. Askins, Assistant City Attorney



City of La Porte

Established 1892

Office of the City Secretary

Patrice Fogarty, City Secretary

**CERTIFICATION OF UNOPPOSED CANDIDATES  
CERTIFICACION DE CANDIDATOS UNICOS**

To: Presiding Officer of Governing Body  
Al: *Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 9, 2015.

*Como autoridad a cargo de la preparacion de la boleta de votacion oficial, por la presente certifico que los siguientes candidatos son candidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el 9 de Mayo, 2015.*

List of offices and names of candidates:  
*Lista de cargos y nombres de los candidatos:*

**Offices Cargos**

**Candidates Candidatos**

**Mayor**  
*Alcalde*

**Louis R. Rigby**

**Councilperson District 2**  
*Persona de Concilio Distrito número 2*

**Chuck Engelken**

**Councilperson District 3**  
*Persona de Concilio Distrito número 3*

**Daryl Leonard**

*March 2, 2015*

Date of signing (*Fecha de firma*)

*Patrice Fogarty*

Patrice Fogarty, City Secretary  
(*Patrice Fogarty, la secretaria de la ciudad*)



## REQUEST FOR LA PORTE CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>9 March 2015</u>
Requested By: <u>Scott D. Livingston</u>
Department: <u>Administration/Economic Development</u>
Report: <u>    </u> Resolution: <u>XX</u> Ordinance: <u>    </u>

<u>Budget</u>	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	YES <input type="radio"/> NO <input checked="" type="radio"/>

Exhibit: Current Bylaws of the La Porte Dev. Corp.

Exhibit: Requested Revisions to Section 5.04 of the LPDC's Bylaws

Exhibit: Resolution to Approve Changes to the LPDC's By-Laws

### SUMMARY & RECOMMENDATION

Staff requested the City of La Porte Development Corporation Board of Directors consider approval of a proposed revision to **Section 5.04** of the Bylaws of the City of La Porte Development Corporation that would allow the Board of Directors to approve individual enhancement grant requests for an amount not to exceed \$25,000 without prior or additional City Council approval.

The proposed revision will simplify and accelerate the approval process for applicants to the La Porte Enhancement Grant Program. All other revisions to Section 5.04 are being recommended only to clean up the language in that Section.

The **current** language of Section 5.04 is provided here:

“The Board of Directors shall obtain prior City Council approval of all real estate acquisitions, real estate leases for over one year and or any long-term leases; contracts, expenditures, or debts over \$15,000.00; and bond issues or other debt extending beyond one year. The Board of Directors shall have the authority to enter into all other budgeted transactions without prior City Council approval. Amendments to the budget must be approved by the City Council.”

The suggested revised language for **Section 5.04** is highlighted in **yellow** and/or shown as a strikethrough:

“The Board of Directors shall obtain prior City Council approval of all real estate acquisitions, real estate leases ~~for over~~ **exceeding** one year and/or any ~~long-term~~ **other leases** ~~for over~~ **exceeding one year**; ~~and~~ **all** bond issues or other debt extending beyond one year; and, contracts, expenditures, or debts over \$15,000.00. The Board of Directors shall have the authority to enter into all other budgeted transactions without prior **or additional** City Council approval. **Notwithstanding the foregoing, the Board of Directors shall have the authority to approve all budgeted Enhancement Grant expenditures Requests for an amount equal to or less than \$25,000, without**

additional approval of City Council. Amendments to the Corporation's budget must be approved by the City Council.”

Enclosed in this agenda item is a separate color copy of the suggested, revised language for Section 5.04.

On February 9, 2015, the City of La Porte Development Corporation approved the proposed revisions to **Section 5.04** of its Bylaws.

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**Action Required by the La Porte City Council:**

Consider approval or other action to adopt a Resolution authorizing revision of Section 5.04 of the Bylaws of the City of La Porte Development Corporation.

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**Approved for the La Porte City Council Agenda:**

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date

**BYLAWS  
OF THE  
CITY OF LA PORTE  
DEVELOPMENT CORPORATION**

These bylaws govern the affairs of the CITY OF LA PORTE DEVELOPMENT CORPORATION (the "Corporation") a nonprofit corporation organized under Article 5190.6, Section 4B, Vernon's Annotated Texas Civil Statutes, as amended (the 'Act').

**ARTICLE I**

**PURPOSES**

**General Purposes**

1.01. The Corporation acts on behalf of the City of La Porte, Texas in furtherance of the public purposes of the Act and may engage in any project authorized under Section 2(10) or Section 4B of the Act.

**Powers**

1.02. The Corporation has all the powers both express and implied, granted to corporations governed by Section 4B of the Act and by the Texas Non-profit Corporation Act.

**ARTICLE II**

**OFFICES**

**Principal Office**

2.01. The principal office of the Corporation in the State of Texas is located at 604 West Fairmont Parkway in La Porte; Harris County; Texas. The Corporation may provide for additional offices or change the location of any office.

**Registered Office and Agent**

2.02. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Corporation may change the registered office and the registered agent as provided in the Act.

## ARTICLE III

### BOARD OF DIRECTORS

#### Management of the Corporation

3.01. The affairs of the Corporation shall be managed by the Board of Directors.

#### Number, Qualifications and Tenure of Directors

3.02. The Board of Directors shall consist of seven members appointed by the City Council of the City of La Porte, Texas, for staggered two year terms of office. Not less than three (3) directors shall be persons who are not employees, officers or members of the governing body of the City of La Porte, Texas. Each director must reside within the City of La Porte, Texas.

The Board of Directors shall appoint a President and Vice-President by October 1 of each year. The President shall be the presiding officer for meetings and the Vice-President shall act in the President's absence.

#### Vacancies

3.03. A vacancy occurring upon the Board of Directors shall be filled for the unexpired term by appointment by the City Council of the City of La Porte, Texas.

#### Annual Meeting

3.04. The annual meeting of the Board of Directors shall be held during the month of March of each year. The Board of Directors shall designate the time and location of the annual meeting.

#### Regular Meetings

3.05. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of La Porte, Texas, at a location designated by the Board of Directors.

#### Special Meetings

3.06. Special meetings of the Board of Directors may be held at the request of the President or any three Directors. A person or persons calling the meeting shall fix the time and location of the meeting.

The person or persons calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these bylaws, a copy of each such meeting notice shall be delivered to each director not less than seventy-two hours before the time of the meeting. A meeting notice shall be deemed delivered to any director when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by

attendance.

### **Notice of Meetings**

3.07. The Corporation shall be considered a "governmental body" within the meaning of Texas Government Code, Sec. 551.001, and notice of each meeting shall be given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act).

### **Quorum**

3.08. Four (4) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board of Directors in the absence of a quorum.

### **Duties of Directors**

3.09. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and which are not unlawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

### **Duties of President**

3.10. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. When the execution of any contract or instrument shall have been authorized by the Board of Directors, the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

### **Actions of Board of Directors**

3.11. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors.

### **Proxy Voting Prohibited**

3.12. A director may not vote by proxy.

### **Removal of Directors**

3.13. The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of La Porte, Texas, which may remove any director at any time, either with or without cause.

### **Committees**

3.14. The Board of Directors may by resolution establish one or more special or standing committees. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board of Directors when required.

### **Compensation of Directors**

3.15. The directors shall not receive any salary or compensation for their services. Directors may be reimbursed for their actual expenses incurred in the performance of their duties. Travel expenses shall be reimbursed under the City's travel policy.

### **Attendance**

3.16. Regular attendance at the Board meetings is required of all directors. Members who miss more than twenty-five (25%) of called meetings, except for medical reasons, shall be subject to removal by City Council.

### **Ex-Officio Members**

3.17. The City Council may appoint Ex-Officio members to the Board of Directors as it deems appropriate. These representatives shall have the right to take part in any discussion of open meetings, but shall not have the power to vote in the meetings. Ex-Officio members shall serve a term of one calendar year.

## **ARTICLE IV**

### **OFFICERS**

#### **Officer Positions**

4.01. The officers of the Corporation shall be a secretary who shall be the City Secretary (or their designee) of the City of La Porte, Texas and a treasurer who shall be the Finance Director (or their designee) of the City of La Porte, Texas.

## **Terms of Officers**

4.02. The officers of the Corporation shall serve as long as they are employed by the City of La Porte, Texas.

## **Removal of Officers**

4.03. Any officer may be removed by the City Council of the City of La Porte, Texas at any time, with or without good cause.

## **Vacancies**

4.04. A vacancy in any office may be filled by the City Council of the City of La Porte, Texas for the unexpired portion of the officer's term.

## **Secretary**

4.05. The Secretary shall:

- ◆ Give all notices as provided in the bylaws or as required by law.
- ◆ Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
- ◆ Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
- ◆ Keep a register of the mailing address of each director and officer of the Corporation.
- ◆ Perform duties as assigned by the president or Board of Directors.
- ◆ Perform all duties incident to the office of secretary.

## **Treasurer**

4.06. The treasurer shall:

- ◆ Have charge and custody of and be responsible for all funds and securities of the Corporation.
- ◆ Receive and give receipts for moneys due and payable to the Corporation from any source.
- ◆ Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these bylaws.
- ◆ Write checks and disburse funds to discharge obligations of the Corporation.
- ◆ Maintain the financial books and records of the Corporation.
- ◆ Prepare financial reports at least annually.
- ◆ Perform other duties as assigned by the Board of Directors.
- ◆ Prepare an annual budget.
- ◆ Perform all duties incident to the office of treasurer.

◆ **Compensation of Officers**

4.07. The officers shall not receive any salary or compensation for their services. Officers may be reimbursed for their actual expenses incurred in the performance of their duties. Travel expenses shall be reimbursed under the City's travel policy.

**ARTICLE V**

**TRANSACTIONS OF THE CORPORATION**

**Contracts**

5.01. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

**Depository Bank**

5.02. All funds of the Corporation shall be deposited with the City's depository bank.

**Potential Conflicts of Interest**

5.03. The members of the Board of Directors are local public officials within the meaning of Texas Local Government Code Chapter 171. If a director has a substantial interest in a business entity or real property which is the subject of deliberation by the Board of Directors, the director shall file an affidavit with the secretary of the Corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote or decision upon the matter by the Board of Directors, and the interested director shall abstain from any vote or decision upon the matter.

**Council Approval**

5.04. The Board of Directors shall obtain prior City Council approval of all real estate acquisitions, real estate leases for over one year and or any long-term leases; contracts, expenditures, or debts over \$15,000.00; and bond issues or other debt extending beyond one year. The Board of Directors shall have the authority to enter into all other budgeted transactions without prior City Council approval. Amendments to the budget must be approved by the City Council.

## ARTICLE VI

### BOOKS AND RECORDS

#### Required Books and Records;

6.01. The Corporation shall maintain:

- ◆ Correct and complete books and records of account.
- ◆ The Corporation's books and records shall include a file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation, any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or agent.
- ◆ A copy of the bylaws and any amended versions or amendments to the bylaws.
- ◆ Minutes of the proceedings of the Board of Directors.
- ◆ A list of names and addresses of the directors and officers of the Corporation.
- ◆ A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three most recent fiscal years.
- ◆ A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years.
- ◆ All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
- ◆ The Corporation's federal, state and local information or income tax returns for each of the Corporation's three most recent tax years.
- ◆ Annual budget which is approved by City Council.

#### Records Open to Public

6.02. The Corporation shall be considered a "governmental body" within the meaning of the Texas Government Code, Sec. 552.003 and all records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of the Texas Government Code, Chapter 552 (The Texas open Records Act).

#### Audits

6.03. The Corporation's books are required to be audited by the City's independent auditor on an annual basis. Cost of the audit will be paid by the Corporation.

## ARTICLE VII

### PERSONNEL

7.01. Any full-time or part-time personnel positions that the Corporation may establish will be subject to the personnel policies of the City. The City Manager has full authority in personnel matters.

## **ARTICLE VIII**

### **AMENDMENTS TO BYLAWS**

8.01. The bylaws may be altered, amended, or repealed by the affirmative vote of four or more members of the Board of Directors with the consent of the City Council of the City of La Porte, Texas or shall be altered, amended or repealed at the direction of the City Council of the City of La Porte.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **Legal Authorities Governing Construction of Bylaws**

9.01. The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act of 1979 applicable to corporations governed under Section 4B of that Act are incorporated within these bylaws by reference. In the event of any conflict between the applicable provisions of such Act and these bylaws, then the applicable provisions of such Act shall control.

#### **Legal Construction**

9.02. If any bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

#### **Headings**

9.03. The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

#### **Seal**

9.04. The Board of Directors shall provide for a corporate seal. Such seal would consist of two concentric circles containing the words "City of La Porte Development Corporation", and "Texas" in one circle and the "incorporated" together with the date of incorporation of the Corporation in the other circle.

#### **Parties Bound**

9.05. The bylaws shall be binding upon and inure to the benefit of the directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the bylaws.

**Fiscal Year**

9.06. The fiscal year of the Corporation shall begin on the first day of October of each year and end on the last day of September of the following year.

**Effective Date**

9.07. These bylaws, and any subsequent amendments hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of La Porte, Texas.

Adopted this October 6th, 1999

Patricia Mustafa  
President of the Board

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting secretary of the CITY OF LA PORTE DEVELOPMENT CORPORATION, and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on the 6th day of October, 1999, and approved and ratified by the City Council of the City of La Porte, Texas, at a meeting held on the 12th day of July, 1999.

Signed this 6th day of October, 1999.

Mattha A. Helle  
Secretary of the Corporation

5.04 The Board of Directors shall obtain prior City Council approval of all real estate acquisitions, real estate leases ~~for over~~ exceeding one year and/or any long-term ~~other leases for over~~ exceeding one year; and all bond issues or other debt extending beyond one year; and, contracts, expenditures, or debts over \$15,000.00. The Board of Directors shall have the authority to enter into all other budgeted transactions without prior or additional City Council approval. Notwithstanding the foregoing, the Board of Directors shall have the authority to approve all budgeted Enhancement Grant expenditures Requests for an amount equal to or less than \$25,000, without additional approval of City Council. Amendments to the Corporation's budget must be approved by the City Council.

**RESOLUTION 2015-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, APPROVING AN AMENDMENT TO SECTION 5.04 OF THE BYLAWS OF THE LA PORTE DEVELOPMENT CORPORATION; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Development Corporation Act of 1979 Article 5190.6 Tex. Rev. Civ. Stats. Ann., as amended, now Chapters 501-505 of the Texas Local Government Code, authorizes cities to create a development corporation or corporations to act on their behalf in the promotion and financing of projects so as to promote the existence, development, and expansion of business, commerce, industry, higher education, and job training which are essential to the economic growth of this state and to the full employment, welfare, and prosperity of residents of this state; and

**WHEREAS**, the City of La Porte has heretofore created the City of La Porte Development Corporation, which operates as a Type B development corporation; and

**WHEREAS**, on February 9, 2015, the City of La Porte Development Corporation voted to approve an amendment to Section 5.04 of the Bylaws of the City of La Porte Development Corporation; and

**WHEREAS**, under Section 501.064, Texas Local Government Code, the bylaws of a development corporation and each amendment of the bylaws must be approved by resolution of the governing body of the corporation's authorizing unit before going into effect; and

**WHEREAS**, the City Council of the City of La Porte has considered and desires to approve the proposed amendments to Section 5.04 of the Bylaws of the City of La Porte Development Corporation, and ratify the adoption of the proposed amendments to Section 5.04 of said Bylaws by the City of La Porte Development Corporation.

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

Section 1. That the Bylaws of the City of La Porte Development Corporation, as amended by the City of La Porte Development Corporation by its vote on February 9, 2015, to revise Section 5.04 of said Bylaws, and as reflected in the form attached hereto as Exhibit A and incorporated by reference for all purposes, are hereby approved.

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. This Resolution shall be effective upon its passage and approval.

**PASSED, APPROVED, AND ADOPTED this the 9<sup>th</sup> day of March, 2015.**

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Louis R. Rigby  
Mayor

ATTEST:

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Patrice Fogarty, City Secretary

  
Clark T. Askins, Assistant City Attorney

## **Exhibit A**

5.04 The Board of Directors shall obtain prior City Council approval of all real estate acquisitions, real estate leases exceeding one year and/or any other leases exceeding one year; all bond issues or other debt extending beyond one year; and, contracts, expenditures, or debts over \$15,000.00. The Board of Directors shall have the authority to enter into all other budgeted transactions without prior or additional City Council approval. Notwithstanding the foregoing, the Board of Directors shall have the authority to approve all budgeted Enhancement Grant expenditures for an amount equal to or less than \$25,000, without additional approval of City Council. Amendments to the Corporation's budget must be approved by the City Council.

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: March 9, 2015

Appropriation

Requested By: David Mick

Source of Funds:

Department: Public Works

Account Number:

Report:  Resolution:  Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item:  YES  NO

### Attachments :

- 1. Proposed City of La Porte Drought Contingency Plan**
- 2. Proposed LPAWA Drought Contingency Plan**
- 3. Proposed City of La Porte Water Conservation Plan**
- 4. Proposed LPAWA Water Conservation Plan**

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### SUMMARY & RECOMMENDATIONS

Attached are the proposed final drafts of the City of La Porte and La Porte Area Water Authority (LPAWA) Drought Contingency Plans and Water Conservation Plans.

#### Actions to date:

- Summer 2014 – TCEQ advised staff of a need to update the City of La Porte and LPAWA Drought Contingency and Water Conservation Plans.
- December 16, 2014 – City staff reviewed the proposed Drought Contingency Plan updates and the Water Conservation Plans with the LPAWA board and representatives from the City of Shoreacres and City of Morgan’s Point. Additional edits suggested at this meeting were added to the drafts presented to City Council on January 26, 2015.
- January 26, 2015 – City Council reviewed the proposed changes. There were no additional comments or edits.
- February 11, 2015 – The LPAWA board approved the LPAWA Drought Contingency Plan and LPAWA Water Conservation Plan subject to City Council approval. There were no additional comments or edits.
- March 9, 2015 – Final draft of the city and LPAWA plans submitted for City Council approval.

The Drought Contingency Plans and Water Conservation Plans for the City of La Porte and the La Porte Area Water Authority are now before the Council for formal approval.

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**Action Required of Council:**

Consider adoption or other action of the March 2015 updates to the City of La Porte and La Porte Area Water Authority Drought Contingency Plans and Water Conservation Plans.

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**Approved for City Council Agenda**

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**Corby D. Alexander, City Manager**

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**Date**

## CITY OF LA PORTE DROUGHT CONTINGENCY PLAN

### A. INTRODUCTION

Drought, or a number of other uncontrollable circumstances, can disrupt the normal availability of community or utility water supplies. Even though a city may have an adequate water supply, the supply could become contaminated, or a disaster could destroy the supply. System treatment, storage, or distribution failures can also present a city or utility with an emergency demand management situation.

It is important to distinguish drought contingency planning from water conservation planning. While water conservation involves implementing permanent water use efficiency or reuse practices, drought contingency plans establish temporary methods or techniques designed to be used only as long as an emergency exists.

The City of La Porte is required by amended Title 30 Texas Administrative Code, Chapter 288 to develop, update and maintain a Drought Contingency Plan.

The intent of this Drought Contingency Plan is to institute temporary measures to minimize the adverse impacts of water supply shortage or other water supply emergency conditions. The Plan defines procedures to manage and conserve the available water supply with particular regard for domestic water use, sanitation and fire protection.

### REQUIRED ELEMENTS

1. Public Involvement
2. Trigger Conditions to begin and end each stage
3. Specific Targets for Water Use Reduction
4. Drought Stages and Notification Procedures
5. Information and Education
6. Implementation
7. Coordination with Regional Water Planning Groups
8. Enforcement
9. Variances
10. Plan Review and Update

## B. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the revisions of the drought plan will be provided by the City, by means of notice of a regularly scheduled City Council meeting.

## C. DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of La Porte.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

**D. SYSTEM CONSTRAINTS**

The La Porte Area Water Authority is composed of three (3) entities - the cities of La Porte, Morgan's Point, and Shoreacres. The Authority purchased production capacity from the City of Houston's Southeast Water Purification Plant. In addition, the Authority purchased pumping capacity, or peaking capacity, at 1.25 times the production capacity. Listed below is the production and pumping capacity for each entity, together with total capacity.

<u>CUSTOMER</u>	<u>PRODUCTION CAPACITY (MGD)</u>	<u>PUMPING CAPACITY (MGD)</u>
La Porte	6.925	8.65625
Morgan's Point	0.550	0.68750
Shoreacres	<u>0.325</u>	<u>0.40625</u>
<i>TOTAL</i>	<u>7.800</u>	<u>9.75000</u>

In addition, each entity has the ability to supply its entire water supply through groundwater production from wells. After 1990, the Harris-Galveston Coastal Subsidence District decreed that no more than ten per cent (10%) of each entity's yearly water production can be produced from groundwater. Although additional pumping capacity is planned for peak purposes, groundwater production will be utilized for peaking purposes whenever possible.

Temporary reductions or disruptions in surface water supply can be offset by increased groundwater withdrawals. Careful monitoring and management of groundwater withdrawal is necessary to avoid exceeding the yearly ten per cent (10%) limit above.

Long-term reductions or disruptions in surface water supply would require special permission from the Subsidence District to exceed allowable groundwater withdrawal. It is anticipated that conservation measures would be required by the District to allow increased groundwater withdrawal.

## E. TRIGGER CONDITIONS

The Public Works Director or his/her designee shall monitor water supply and demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. The trigger conditions described below reflect system capacity limits and are based on a seven (7) day average daily demand, and include the permitted withdrawal of groundwater.

### 1. Mild Conditions (Stage 1)

- a. Water demand approaching 6,665,000 gallons/day (70% of the pumping capacity owned by the Authority at the Southeast Water Purification Plant plus allowed groundwater withdrawal).  
Or,
- b. Production at the Southeast Water Purification Plant reduced to a point such that the aggregate surface water demand of the Authority is 70% of the reduced pumping capacity.
- c. Stage 1 may be rescinded when the trigger conditions have ceased to exist. Rescinding any level of the Plan is at the discretion of the Public Works Director.

### 2. Moderate Conditions (Stage 2)

- a. Water demand approaching 7,618,000 gallons/day (80% of the pumping capacity owned by the Authority at the Southeast Water Purification Plant plus allowed groundwater withdrawal).  
Or,
- b. Production at the Southeast Water Purification Plant reduced to a point that the aggregate demand of the Authority is 80% of the reduced pumping capacity.
- c. Stage 2 may be rescinded when the trigger conditions have ceased to exist. Upon termination of Stage 2, Stage 1 becomes operative. Rescinding any level of the Plan is at the discretion of the Public Works Director.

### 3. Severe Conditions (Stage 3)

- a. Water demand approaching 8,570,000 gallons/day (90% of the pumping capacity owned by the Authority at the Southeast Water Purification Plant plus allowed groundwater withdrawal).  
Or,
- b. Production at the Southeast Water Purification Plant reduced to a point such that the aggregate surface water demand of the Authority is 90% of the reduced pumping capacity.

- c. Stage 3 may be rescinded when the trigger conditions have ceased to exist. Upon termination of Stage 3, Stage 2 becomes operative. Rescinding any level of the Plan is at the discretion of the Public Works Director.

4. Critical Conditions (Stage 4)

- a. Surface water demand exceeds 8,656,000 gallons/day.  
Or,
- b. Production at the Southeast Water Purification Plant reduced to a point such that the aggregate surface water demand of the Authority exceeds the reduced production, including complete failure of the plant to produce any water.  
Or,
- c. Disaster or damage causing system failure in the City of La Porte water system that significantly curtails available water supply.
- d. Stage 4 may be rescinded when the trigger conditions have ceased to exist. Upon termination of Stage 4, Stage 3 becomes operative. Rescinding any level of the Plan is at the discretion of the Public Works Director.

F. DROUGHT STAGES AND NOTIFICATION PROCEDURES

The following actions shall be taken by the City when Trigger conditions are reached:

1. Mild Conditions (Stage 1)

- a. Inform the public through available media sources that a trigger condition has been reached, and that they should look for ways to voluntarily reduce water use. Specific steps which can be taken will be provided through the news media.
- b. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.
- c. Notify major commercial and industrial water users of the situation and request voluntary conservation efforts.
- d. Publicize the following voluntary lawn watering schedule:  
  
Customers with even numbered street addresses may water on even numbered days of the month. Customers with odd numbered street addresses may water on odd numbered days of the month. Watering shall only occur between the hours of 6-10 a.m. and 6-10 p.m.
- e. During winter months, request water users to insulate pipes rather than running water to prevent freezing.

2. Moderate Conditions (Stage 2)

- a. Continue implementation of all relevant actions in preceding phase.
- b. Mandatory Restrictions on non – essential water uses shall be implemented:

Residential car washing, window washing or pavement washing shall only occur between the hours of 6-10 a.m. and 6-10 p.m. This will not apply to commercial window/ pavement cleaning activities or commercial car wash facilities. This restriction will not apply when washing commercial vehicles are necessary for public health and welfare, such as garbage trucks, refuse containers or transporters of food or perishable items.

- c. The following mandatory lawn watering schedule shall be implemented:

Customers with even numbered street addresses may water on even numbered days of the month. Customers with odd numbered street addresses may water on odd numbered days of the month. Watering shall only occur between the hours of 6-10 a.m. and 6-10 p.m. This will not apply to landscape irrigation by use of drip irrigation systems, reclaimed water or watering with a bucket.

- d. Notification shall be made to the Executive Director of the Texas Commission on Environmental Quality, within 5 business days of the implementation of any mandatory provisions of the Drought Contingency Plan.
- e. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.

3. Severe Conditions (Stage 3)

- a. Continue implementation of all relevant actions in preceding phase;
- b. The following public water uses, not essential for public health or safety, are prohibited:

- 1. Street, sidewalk or driveway washing
- 2. water hydrant flushing
- 3. filling pools
- 4. athletic field watering
- 5. aesthetic water uses

- c. Notification shall be made to the Executive Director of the Texas Commission on Environmental Quality, within 5 business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

- d. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.

4. Critical Conditions (Stage 4)

- a. Continue implementation of all relevant actions in preceding phase.
- b. Petition the Harris-Galveston Coastal Subsidence District for appropriate increase in allowable groundwater withdrawal.
- c. Ration or terminate water service to selected portions of the system according to the following order:
  - 1. Services that serve landscape irrigation only or aesthetic uses
  - 2. Non- residential customers outside the city limits in compliance with the provisions of individual water service agreements
  - 3. Industrial / Institutional Users
  - 4. Commercial Users
  - 5. Residential Users
  - 6. Public Health and Safety Facilities
- d. Notification shall be made to the Executive Director of the Texas Commission on Environmental Quality, within 5 business days of the implementation of any mandatory provisions of the Drought Contingency Plan.
- e. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.
- f. Activation of the La Porte EOC may be authorized by the City Manager at this time.

G. SPECIFIC TARGETS FOR WATER USE REDUCTION

- a. Mild Condition Goal – To achieve a voluntary 10 percent reduction in daily water use.
- b. Moderate Condition Goal - To achieve a 15 percent reduction in daily water use.
- c. Severe Condition Goal - To achieve a 25 percent reduction in daily water use.
- d. Critical Condition Goal – To achieve a 30 percent reduction in daily water use.

#### H. INFORMATION/EDUCATION

The purpose and effect of the Drought Contingency Plan will be communicated to the public through an article or notice in a local newspaper, City of La Porte website(s), and other media outlets such as marquee message boards, email, text, social media, and programmed phone alerts regularly utilized by the City of La Porte.

Throughout the period of a trigger condition, regular updates will appear in the various media outlets referenced herein to explain and educate the public on the purpose, cause, and methods of conservation for that condition.

When a trigger condition is reduced or expired, the same media outlets used for notification will be used to update the public.

#### I. IMPLEMENTATION

The plan shall be implemented by Ordinance of the City Council of the City of La Porte. Included in the adoption instrument will be individual trigger conditions for the city. A copy of the adoption vehicle is found in Appendix A.

#### J. COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The City of La Porte is located within Region H of the regional water planning area. The City of La Porte has provided a copy of this Drought Contingency Plan to the Texas Water Development Board.

#### K. ENFORCEMENT

No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial or any other purpose in a manner contrary to any provision of the plan, or in an amount in excess of that permitted by the drought response stage in effect.

First time offenders of the ordinance shall be issued a written warning. Any City employee designated by the City Manager may issue a written warning to a person he/she reasonably believes to be in violation of the drought restrictions in effect. The written warning shall be prepared in duplicate and include the date, name and address of the alleged violator and the nature of the violation.

Any person who violates this plan after they have received one written warning shall be notified that the water service will be terminated. Services discontinued under such circumstances shall be restored only upon payment of the normal reconnection fees currently in effect at the time of the violation.

The City of La Porte may establish separate fines for enforcement of the Drought Contingency Plan.

L. VARIANCES

1. The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

2. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the city within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Director of Public Works, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (b) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (c) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (d) Description of the relief requested.
- (e) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

3. Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect.
- (c) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

**M. PLAN REVIEW AND UPDATE**

Once a year, the City will examine the production requirements and ability to maintain these requirements to determine if trigger conditions need to be re-established. Consideration should be given to the city's usage in relation to the aggregate usage, and any anticipated increase in production at the Southeast Water Purification Plant. The City of La Porte will review and update the plan every five years to coincide with the regional water planning group. (Reference: Title 30 TAC Chapter 288.20(c))

**Revision Schedule**

March 2019

March 2024

March 2029

**RESOLUTION NO. 2015-02**

**A RESOLUTION APPROVING A THE 2015 UPDATE TO THE LA PORTE AREA WATER AUTHORITY DROUGHT CONTINGENCY PLAN.**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LA PORTE AREA WATER AUTHORITY:

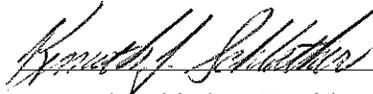
**Section 1.** The Authority hereby approves the 2015 Updated Drought Contingency Plan attached hereto as Exhibit A.

**Section 2.** The General Manager of the La Porte Area Water Authority is hereby authorized to enforce the provisions of the 2015 Drought Contingency Plan as directed in the plan.

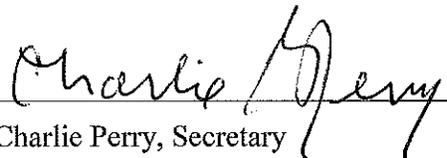
**Section 3.** This Resolution shall be effective upon final approval from the City of La Porte City Council.

**PASSED AND APPROVED, this 11<sup>th</sup> day of February, 2015.**

**LA PORTE AREA WATER AUTHORITY**

By:  \_\_\_\_\_  
Kenneth Schlather, President  
Board of Directors

ATTEST:

 \_\_\_\_\_  
Charlie Perry, Secretary  
Board of Directors

## **LA PORTE AREA WATER AUTHORITY DROUGHT CONTINGENCY PLAN**

### **A. INTRODUCTION**

Drought, or a number of other uncontrollable circumstances, can disrupt the normal availability of community or utility water supplies. Even though a city may have an adequate water supply, the supply could become contaminated, or a disaster could destroy the supply. System treatment, storage, or distribution failures can also present a city or utility with an emergency demand management situation.

It is important to distinguish drought contingency planning from water conservation planning. While water conservation involves implementing permanent water use efficiency or reuse practices, drought contingency plans establish temporary methods or techniques designed to be used only as long as an emergency exists.

The La Porte Area Water Authority is required by amended Title 30 Texas Administrative Code, Chapter 288 to develop, update and maintain a Drought Contingency Plan. All future wholesale water contracts (new, renewed or extension) shall include a provision for all water distributed during a period of water shortage to be divided in accordance with the Texas Water Code, section 11.039.

The intent of this Drought Contingency Plan is to institute temporary measures to minimize the adverse impacts of water supply shortage or other water supply emergency conditions. The Plan defines procedures to manage and conserve the available water supply with particular regard for domestic water use, sanitation and fire protection.

### **REQUIRED ELEMENTS**

1. Public Involvement
2. Trigger Conditions to begin and end each stage
3. Specific Targets for Water Use Reduction
4. Drought Stages and Notification Procedures
5. Information and Education
6. Implementation
7. Coordination with Regional Water Planning Groups
8. Enforcement
9. Variances
10. Plan Review and Update

## B. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the revisions of the drought plan will be provided by means of notice of scheduled meeting of the La Porte Area Water Authority Board of Directors and regularly scheduled City Council meetings for each entity served by the LPAWA.

## C. DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of La Porte.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

**D. SYSTEM CONSTRAINTS**

The La Porte Area Water Authority (LPAWA) is composed of three (3) entities - the cities of La Porte, Morgan's Point, and Shoreacres. The Authority purchased production capacity from the City of Houston's Southeast Water Purification Plant. In addition, the Authority purchased pumping capacity, or peaking capacity, at 1.25 times the production capacity. Listed below is the production and pumping capacity for each entity, together with total capacity.

<u>CUSTOMER</u>	<u>PRODUCTION CAPACITY (MGD)</u>	<u>PUMPING CAPACITY (MGD)</u>
La Porte	6.925	8.65625
Morgan's Point	0.550	0.68750
Shoreacres	<u>0.325</u>	<u>0.40625</u>
<i>TOTAL</i>	7.800	9.75000

In addition, each entity has the ability to supply its entire water supply through groundwater production from wells. After 1990, the Harris-Galveston Coastal Subsidence District decreed that no more than ten per cent (10%) of each entity's yearly water production can be produced from groundwater. Although additional pumping capacity is planned for peak purposes, groundwater production will be utilized for peaking purposes whenever possible.

Temporary reductions or disruptions in surface water supply can be offset by increased groundwater withdrawals. Careful monitoring and management of groundwater withdrawal is necessary to avoid exceeding the yearly ten per cent (10%) limit above.

Long-term reductions or disruptions in surface water supply would require special permission from the Subsidence District to exceed allowable groundwater withdrawal. It is anticipated that conservation measures would be required by the District to allow increased groundwater withdrawal.

## E. TRIGGER CONDITIONS

The La Porte Area Water Authority is the contracting party with the City of Houston Southeast Water Purification Plant. The General Manager of the La Porte Area Water Authority or his/her designee shall monitor water supply and demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. The General Manager will then notify each entity through its Chief Executive Officer.

The trigger conditions described below reflect system capacity limits and will be measured as one system, rather than individual triggers for each entity. Production amounts are based on a seven (7) day average daily demand.

### 1. Mild Conditions (Stage 1)

- a. Surface water demand approaching 6,825,000 gallons/day (70% of the pumping capacity owned by the Authority at the Southeast Water Purification Plant).  
Or,
- b. Production at the Southeast Water Purification Plant reduced to a point such that the aggregate surface water demand of the Authority is 70% of the reduced pumping capacity.
- c. Stage 1 may be rescinded when the trigger conditions have ceased to exist. Rescinding any level of the Plan is at the discretion of the General Manager.

### 2. Moderate Conditions (Stage 2)

- a. Surface water demand approaching 7,800,000 gallons/day (80% of the pumping capacity owned by the Authority at the Southeast Water Purification Plant).  
Or,
- b. Production at the Southeast Water Purification Plant reduced to a point that the aggregate demand of the Authority is 80% of the reduced pumping capacity.
- c. Stage 2 may be rescinded when the trigger conditions have ceased to exist. Upon termination of Stage 2, Stage 1 becomes operative. Rescinding any level of the Plan is at the discretion of the General Manager.

### 3. Severe Conditions (Stage 3)

- a. Surface water demand approaching 8,775,000 gallons/day (90% of the pumping capacity owned by the Authority at the Southeast Water Purification Plant).  
Or,

- b. Production at the Southeast Water Purification Plant reduced to a point such that the aggregate surface water demand of the Authority is 90% of the reduced pumping capacity.
- c. Stage 3 may be rescinded when the trigger conditions have ceased to exist. Upon termination of Stage 3, Stage 2 becomes operative. Rescinding any level of the Plan is at the discretion of the General Manager.

4. Critical Conditions (Stage 4)

- a. Surface water demand exceeds 9,750,000 gallons/day.  
Or,
- b. Production at the Southeast Water Purification Plant reduced to a point such that the aggregate surface water demand of the Authority exceeds the reduced production, including complete failure of the plant to produce any water.  
Or,
- c. Disaster or damage causing system failure in the LPAWA transmission system that significantly curtails available water supply.
- d. Stage 4 may be rescinded when the trigger conditions have ceased to exist. Upon termination of Stage 4, Stage 3 becomes operative. Rescinding any level of the Plan is at the discretion of the General Manager.

F. DROUGHT STAGES AND NOTIFICATION PROCEDURES

Execution of all water demand management measures shall be in accordance with the Texas Water Code, section 11.039. The water available shall be divided among all customers pro rata, according to the amount each is entitled to, per the contract currently in effect at the time of the trigger condition.

The following actions shall be taken by the LPAWA when trigger conditions are reached:

1. Mild Conditions (Stage 1)

- a. Inform the public through available media sources that a trigger condition has been reached, and that they should look for ways to voluntarily reduce water use. Specific steps which can be taken will be provided through the news media.
- b. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.
- c. Notify major commercial and industrial water users of the situation and request voluntary conservation efforts.

- d. Publicize the following voluntary lawn watering schedule:

Customers with even numbered street addresses may water on even numbered days of the month. Customers with odd numbered street addresses may water on odd numbered days of the month. Watering shall only occur between the hours of 6-10 a.m. and 6-10 p.m.

- e. During winter months, request water users to insulate pipes rather than running water to prevent freezing.

2. Moderate Conditions (Stage 2)

- a. Continue implementation of all relevant actions in preceding phase.

- b. Mandatory Restrictions on non – essential water uses shall be implemented:

Residential car washing, window washing or pavement washing shall only occur between the hours of 6-10 a.m. and 6-10 p.m. This will not apply to commercial window/ pavement cleaning activities or commercial car wash facilities. This restriction will not apply when washing commercial vehicles are necessary for public health and welfare, such as garbage trucks, refuse containers or transporters of food or perishable items.

- c. The following mandatory lawn watering schedule shall be implemented:

Customers with even numbered street addresses may water on even numbered days of the month. Customers with odd numbered street addresses may water on odd numbered days of the month. Watering shall only occur between the hours of 6-10 a.m. and 6-10 p.m. This will not apply to landscape irrigation by use of drip irrigation systems, reclaimed water or watering with a bucket.

- d. Notification shall be made to the Executive Director of the Texas Commission on Environmental Quality, within 5 business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

- e. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.

3. Severe Conditions (Stage 3)

- a. Continue implementation of all relevant actions in preceding phase;

- b. The following public water uses, not essential for public health or safety, are prohibited:

1. Street, sidewalk or driveway washing
2. water hydrant flushing
3. filling pools
4. athletic field watering

5. aesthetic water uses

- c. Notification shall be made to the Executive Director of the Texas Commission on Environmental Quality, within 5 business days of the implementation of any mandatory provisions of the Drought Contingency Plan.
- d. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.

4. Critical Conditions (Stage 4)

- a. Continue implementation of all relevant actions in preceding phase.
- b. Petition the Harris-Galveston Coastal Subsidence District for appropriate increase in allowable groundwater withdrawal.
- c. Ration or terminate water service to selected portions of the system according to the following order:
  - 1. Services that serve landscape irrigation only or aesthetic uses
  - 2. Non- residential customers outside the city limits in compliance with the provisions of individual water service agreements
  - 3. Industrial / Institutional Users
  - 4. Commercial Users
  - 5. Residential Users
  - 6. Public Health and Safety Facilities
- d. Notification shall be made to the Executive Director of the Texas Commission on Environmental Quality, within 5 business days of the implementation of any mandatory provisions of the Drought Contingency Plan.
- e. Update drought plan status with Texas Commission on Environmental Quality. Utilize current electronic reporting method or other methods as directed by TCEQ.

G. SPECIFIC TARGETS FOR WATER USE REDUCTION

- a. Mild Condition Goal – To achieve a voluntary 10 percent reduction in daily water use.
- b. Moderate Condition Goal - To achieve a 15 percent reduction in daily water use.
- c. Severe Condition Goal - To achieve a 25 percent reduction in daily water use.

- d. Critical Condition Goal – To achieve a 30 percent reduction in daily water use.

#### H. INFORMATION/EDUCATION

The purpose and effect of the Drought Contingency Plan will be communicated to the public through an article or notice in a local newspaper, La Porte, Morgan's Point and Shoreacres city website(s), and other media outlets such as marquee message boards, email, text, social media, and programmed phone alerts.

Throughout the period of a trigger condition, regular updates will appear in the various media outlets referenced herein to explain and educate the public on the purpose, cause, and methods of conservation for that condition.

When a trigger condition is reduced or expired, the same media outlets used for notification will be used to update the public and TCEQ.

#### I. IMPLEMENTATION

The plan shall be approved by the Board of the La Porte Area Water Authority and implemented by Ordinance of the City Councils of La Porte, Morgan's Point and Shoreacres. A copy of the adoption documents are found in Appendix A.

#### J. COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The La Porte Area Water Authority is located within Region H of the regional water planning area. The LPAWA has provided a copy of this Drought Contingency Plan to the Texas Water Development Board.

#### K. ENFORCEMENT

No person shall knowingly or intentionally allow the use of water from the LPAWA for residential, commercial, industrial or any other purpose in a manner contrary to any provision of the plan, or in an amount in excess of that permitted by the drought response stage in effect.

First time offenders of the ordinance shall be issued a written warning. Any City employee designated by the Chief Executive Officer of each entity may issue a written warning to a person he/she reasonably believes to be in violation of the drought restrictions in effect within that entity. The written warning shall be prepared in duplicate and include the date, name and address of the alleged violator and the nature of the violation.

Any person who violates this plan after they have received one written warning shall be notified that the water service will be terminated. Services discontinued under such circumstances shall be restored only upon payment of the normal reconnection fees currently in effect within the entity at the time of the violation.

The individual entities of the La Porte Area Water Authority may establish separate fines for enforcement of the Drought Contingency Plan.

L. VARIANCES

1. The General Manager may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

2. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the city within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the General Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (b) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (c) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (d) Description of the relief requested.
- (e) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

3. Variances granted by the La Porte Area Water Authority shall be subject to the following conditions, unless waived or modified by the General Manager:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect.
- (c) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

M. PLAN REVIEW AND UPDATE

Once a year, the La Porte Area Water Authority will examine the production requirements and ability to maintain these requirements to determine if trigger conditions need to be re-established. Consideration should be given to each city's usage in relation to the aggregate usage, and any anticipated increase in production at the Southeast Water Purification Plant. The LPAWA will review and update the plan every five years to coincide with the regional water planning group. (Reference: Title 30 TAC Chapter 288.22(c))

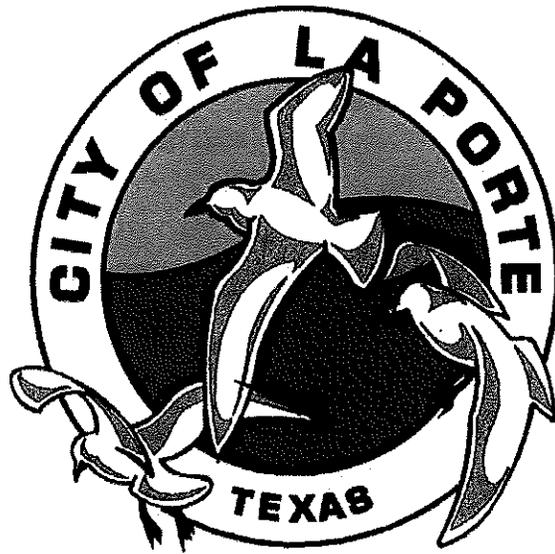
Revision Schedule

March 2019

March 2024

March 2029

City of La Porte



Water Conservation Plan

## **CITY OF LA PORTE WATER CONSERVATION PLAN**

### **A. PURPOSE AND INTENT**

*The purpose of a Water Conservation Plan is to reduce the quantity required for each water using activity, insofar as is practical, through the implementation of efficient water use practices. The plan defines objectives and specific targets to reduce the loss and waste of water resources and improve efficiency in the use of water. Many communities throughout the United States have used conservation measures to successfully cope with various water and wastewater problems. Reduction in water use as much as 25% or more have been achieved, but the normal range is from 5 to 15%. As a result of reduced water use, wastewater flows have also been reduced by 5 to 10%.*

**Nine (9) principal water conservation methods to be considered in preparing a water conservation plan are as follows:**

1. Education and Information
2. Plumbing codes for new construction
3. Retrofit programs
4. Conservation oriented water rate structures
5. Universal metering and meter repair and replacement
6. Water conserving landscaping
7. Leak detection and repair
8. Recycling and reuse
9. Means of implementation and enforcement

### **B. PUBLIC PARTICIPATION:**

The City of La Porte holds regular City Council meetings on the second and fourth Monday of each month. The meetings are open to the public, and citizens are free to speak on any subject during the portion of the meeting designated for this purpose.

### **C. SPECIAL INTEREST GROUPS**

1. La Porte-Bayshore Chamber of Commerce
2. Homeowner's Associations
3. Various civic and religious organizations

## D. SYSTEM AUDIT / PROBLEMS

### 1. System Audit:

- a. Average, seasonal, peak use patterns. Figure 1 illustrates average, seasonal and peak use patterns. Historical use data indicates that the City of La Porte follows most cities in having higher average water use in the summer months from lawn watering. The peak to average use ratio (average daily summer use divided by average annual daily use) is 1.19. This ratio is relatively low because of the very humid climate and high average rainfall the area receives.
- b. Unaccounted water volumes and likely causes. Figure 1 also illustrates the relationship between water production and sales. The difference between production and sales can typically be attributed to all or some of the following:
  1. Flushing of water mains
  2. Fire fighting
  3. Inaccurate metering
  4. System leaks
  5. Unauthorized water use
  6. Unmetered water use
- c. Adequacy of treatment, storage, and distribution system.

The surface water is purchased by the City from the La Porte Area Water Authority. The remaining 10% of their water needs are supplied from groundwater wells. The water is tested on a regular basis in accordance with all state and federal regulations. The City of La Porte currently has adequate storage facilities required to meet TCEQ requirements and currently is classified as a "Superior Public Water System". The City of La Porte does not operate a surface water reservoir therefore an operations plan is not a component of this water conservation plan.

- d. Limit of existing supply/potential new sources.

It is apparent from the systems audit that the City of La Porte is very capable of providing water to its customers from groundwater sources. In addition, the distribution and transmission systems are adequate to supply its needs for several years.

With the conversion to surface water, the adequacy of groundwater supplies to meet peak load demands in any drought contingencies that might occur are apparent. However, due to the constraints imposed by the Harris-Galveston Subsidence District on groundwater withdrawal, these sources will only be used to supply peak demand in possible drought contingencies.

- e. Wastewater collection and treatment system.

Currently, the City of La Porte treats the bulk of its own wastewater. The remainder of the La Porte wastewater flows is pumped to a regional wastewater facility owned by the Gulf Coast Waste Disposal Authority.

2. System Problems:

The City of La Porte currently has no serious water supply problems. The storage and distribution systems are adequate to supply surface water to its customers through the La Porte Area Water Authority from the City of Houston Southeast Water Purification Plant.

**E. ALTERNATIVES:**

Water conservation methods are typically divided into two (2) categories, Demand Management Methods and Supply Management Methods. Demand Management Methods deal with water use on the downstream side of a customer meter. Demand management provides for education or incentives to reduce the water use by the consumer. This method of conservation generally results in a decrease in water revenues because less water is purchased from the City.

Supply Management Methods deals with the utility's water system upstream of the customer's meter. The goal of supply management is to improve efficiency and reduce waste within the production, treatment, and distribution system. Supply management usually results in decreased costs to the utility as water losses in the system are reduced.

1. DEMAND MANAGEMENT ALTERNATIVES

a. Education and Information:

The most readily available and lowest cost method of promoting water conservation is to inform water users about ways to save water inside homes and other buildings, in landscaping and lawn uses, and in recreational uses. An effective education and information program can be easily and inexpensively administered by the City of La Porte. Materials available from the American Water Works Association, Texas Water Development Board, and other like associations are made available to its customers, through hand outs, mail outs, and other sources. The City of La Porte can utilize its website to provide links to informative sources concerning water conservation.

The City of La Porte currently participates in the Harris-Galveston Coastal Subsidence District's program for education of elementary school students in the importance and methods of water conservation. The City sponsors the program by funding the program for the La Porte students in the school district.

b. Plumbing Codes:

Water saving plumbing codes for new construction and for replacement of plumbing in existing structures may be adopted. The standards recommended by the Texas Water Development Board represent readily available technologies and do not involve additional costs when compared with "standard" fixtures. Water conserving plumbing codes are adopted for this cause. The City of La Porte utilizes standard codes whenever possible.

c. Retrofit Programs:

The City makes information available through its education program for plumbers and customers to use when purchasing and installing plumbing fixtures, lawn watering equipment, or water using appliances. Information regarding retrofit devices such as low-flow shower heads or toilet dams that reduce water use by replacing or modifying existing fixtures or appliances should also be provided.

d. Water Rate Structures:

A water conservation oriented rate structure usually takes the form of an increasing block rate, although continuously increasing rate structures, peak or seasonal load rates, excess use fees, and other rate forms can be used. The increasing block rate structure is the most commonly used water conservation rate structure. Separate rate structures are usually used for commercial, institutional, and industrial customers. The City of La Porte uses a form of increasing block rate structure.

e. Water Conserving Landscaping:

In order to reduce the demands placed on a water system by landscape watering, the city or utility should consider methods that either encourage, by education and information, or require, by code or ordinance, water conserving landscaping by residential customers and commercial establishments engaged in the sale or installation of landscape plants or watering equipment. Because the City of La Porte is located on the Gulf Coast, it has a very high annual average rainfall. The need for outdoor watering is not as high as for arid climates. Agricultural land in the area is not irrigated. Although not made a specific section of the Conservation Plan, water conserving landscaping information will be made available through the Information/Education Section.

2. SUPPLY MANAGEMENT ALTERNATIVES

a. Universal Metering:

All public water supply utilities should master meter their water sources. In addition, all users, including the utility itself, should be metered. A regularly scheduled maintenance program of meter repair and replacement also needs to be established to ensure that proper metering is taking place. Metering and meter repair and replacement, can be used in conjunction with other programs such as leak detection and repair and, thereby, save significant quantities of water. All sales in the City of La Porte are metered. Currently, the City of La Porte has a regular meter repair and replacement program with production meters being tested yearly.

b. Leak Detection and Repair:

A continuous leak detection, location, and repair program can be an important part of a water conservation plan. Utility employees for the City of La Porte periodically check for leaks when reading meters and while performing regular maintenance. Major leaks are usually quickly detected by either city employees or customers and are repaired immediately. Soil in the area is generally clay and, therefore, leaks show up at the ground surface quite readily. Leak detection technology is also available in the form of electronic sonic devices.

c. Recycling and Reuse:

A city or utility should evaluate the potential of recycling and reuse because these methods may be used to increase water supplies in the utility's service area. Reuse can be especially important where the use of treated effluent from an industry or a municipal system or agricultural return flows replace an existing use that currently requires fresh water from a city's or utility's supply. Recycling of in-plant process or cooling water can reduce the amount of fresh water required by many industrial operations. Currently, the City of La Porte has a water reuse program. Because of its size and daily flows, the reuse of treated effluent for processed water has proven quite economical for the City of La Porte. The City of La Porte's Municipal Golf Course along with one of the City parks, Little Cedar Bayou, are irrigated with plant effluent. This reuse program results in a savings of approximately 100,000,000 gallons of potable water per year.

**F. PLAN OBJECTIVES**

- ❖ To reduce water consumption from levels that would prevail without conservation efforts
- ❖ To reduce the loss and waste of water
- ❖ To improve efficiency in the use of water
- ❖ To implement a system to quantify the effects of the plan

In accordance with 30 TAC Chapter 288.2, the following five and ten year targets have been established:

See Attached Table

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## WATER CONSERVATION PLAN 5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: City of La Porte

Water Conservation Plan Year: 2014

	Historic 5yr Average	Baseline	5-yr Goal for year <u>2019</u>	10-yr Goal for year <u>2024</u>
Total GPCD <sup>1</sup>	123	122	120	118
Residential GPCD <sup>2</sup>	76	78	72	69
Water Loss (GPCD) <sup>3</sup>	17	16	14	13
Water Loss (Percentage) <sup>4</sup>	14 %	13 %	12 %	11 %

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

## G. PLAN DESCRIPTION

Based on the evaluation of alternatives available to the City of La Porte for conserving water, the following elements have been selected as those best suited to the needs of the City for water conservation:

- Continuing Public Education and Information
- Water conserving plumbing code for new construction
- Retrofit programs
- Water rate structures
- Supply Management
- Universal metering
- Meter repair and replacement
- Leak detection and repair
- Recycling/reuse

### 1. CONTINUING PUBLIC EDUCATION AND INFORMATION

A program of public education and information to promote water conservation by the public has been instituted. The program includes the following:

- ❖ Conservation messages printed on customers monthly water bills.
- ❖ The City provides support to the Harris-Galveston Coastal Subsidence District's "Water Conservation Education Program" that provides water conservation information to the residents through their elementary school children.
- ❖ New customers are provided water conservation literature at the time they initially sign up for service.

The public education program utilizes pamphlets such as those exhibited in Appendix A . The City places special emphasis on the need to insulate pipes to prevent freezing in cold weather, repairing household leaks, retrofitting of plumbing fixtures and devices, and landscaping conservation methods. The energy savings associated with a water conservation program are also be emphasized. Publications and materials for the program are obtained from: Texas Water Development Board, Texas Commission on Environmental Quality, American Water Works Association; Texas Water Utilities Association, American Public Works Association, and the Environmental Protection Agency.

### 2. WATER CONSERVING PLUMBING CODE

The City of La Porte has adopted the Uniform Plumbing Code (2012 version).

### 3. RETROFIT PROGRAMS

The City of La Porte makes information available through its education program for plumbers and customers to use when purchasing and installing plumbing fixtures, lawn watering equipment, or water using appliances. Information regarding retrofitting devices such as low-flow shower heads or toilet dams that reduce water use by replacing or modifying existing fixtures or appliances will also be provided.

### 4. UNIVERSAL METERING

The City of La Porte currently meters all water sales from its system, with the exception of a few public uses. All wells are currently metered at the well head. Well production meters and surface water meters are tested on an annual basis. The source water meters are maintained within an accuracy of plus or minus 5%. Based on the results of the accuracy tests, the meters are calibrated, repaired or replaced as needed.

The program of universal metering will continue and is made a part of the Water Conservation Plan.

### 5. WATER RATE STRUCTURES

The City of La Porte has adopted an Increasing Block Rate structure. A copy of the current water rate structure is attached in Appendix B and is made part of the Water Conservation Plan.

### 6. METER REPAIR AND REPLACEMENT

The City of La Porte currently owns and operates equipment for small meter testing. The testing of large meters is conducted by contract forces. The meter repair and testing program is structured per AWWA recommendations as follows:

1. Major Production meters - test once per year
2. Meters larger than four inch – random testing every 5 years
3. Meters larger than one inch - random testing every 7 years
4. Meters smaller than one inch - random testing every 10 years

In addition, the City will verify that each meter in the system is properly sized for the average volume of water being used in accordance with the manufacturers' specification for the meter. Based on testing and field evaluation, meters are repaired or replaced as needed.

## 7. LEAK DETECTION AND REPAIR

The City of La Porte currently has leak detection programs which will be maintained. The program includes:

- a. Monthly water use accounting by the Billing Department which identifies high water usage after the service meters which may indicate leaks.
- b. Visual inspections by utility employees who keep a constant watch out for abnormal conditions indicating leaks or illegal connections.
- c. Visual inspections of storm water outfalls are conducted during periods of dry weather to locate leaks that may be entering storm drain systems.
- d. Maintaining an adequate maintenance staff, inventory of repair parts and equipment necessary to repair any leaks.
- e. An annual water accounting or audit is considered be part of the program. Sources of water loss, once located, are immediately corrected. Data from the audit is used to monitor and evaluate system conditions.

## 8. RECYCLING/REUSE

As previously noted the City of La Porte has the capability of reuse and recycling of treated effluent. Current use includes the recycling of approximate one million gallons per month at the La Porte Wastewater Treatment Plant used in process water, belt press operation and wash down. Additionally, as indicated above, recycled water is made available and used by the La Porte Municipal Golf Course and the Little Cedar Bayou Park for irrigation purposes. The amount will vary during the year according to the season.

## H. RECORDS MANAGEMENT SYSTEM

The City of La Porte maintains a records management system to monitor and track customer account information and usage. The Billing Department has the ability to segregate usage groups such as residential, multi-family, commercial, institutional and industrial users. The data for water produced is monitored and recorded to enable accurate tracking of monthly water usage.

## I. IMPLEMENTATION/ENFORCEMENT

The City of La Porte Public Works Director acts as the Administrator of the Water Conservation Program. The Administrator oversees the execution and implementation of all elements of the program. He is also responsible to oversee the keeping of adequate records for program verification. The program will be enforced through adoption of the Water Conservation Plan by Ordinance or Resolution. A copy of this instrument is attached in Appendix B.

**J. COORDINATION WITH REGIONAL WATER PLANNING GROUPS**

The service area of the City of La Porte is located within Region H of the regional water planning area. The City of La Porte has provided a copy of this Water Conservation Plan to the Texas Water Development Board.

**K. PLAN REVIEW AND UPDATE**

This water conservation plan will be reviewed and updated, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The City will review and update its Water Conservation Plan every five years to coincide with the regional water planning group. Future amendments or updates will be evaluated by the Administrator to determine if a substantial modification exists that would warrant additional review by City Council.



## La Porte Area Water Authority

Phone: 281.471.5020 • 604 W. Fannin • La Porte, Texas 77571

www.laportewater.com

# Water Conservation Plan

**RESOLUTION NO. 2015-01**

**A RESOLUTION APPROVING A THE 2015 UPDATE TO THE LA PORTE AREA WATER AUTHORITY WATER CONSERVATION PLAN.**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LA PORTE AREA WATER AUTHORITY:

**Section 1.** The Authority hereby approves the 2015 Updated Water Conservation Plan attached hereto as Exhibit A.

**Section 2.** The General Manager of the La Porte Area Water Authority is hereby authorized to enforce the provisions of the 2015 Water Conservation Plan as directed in the plan.

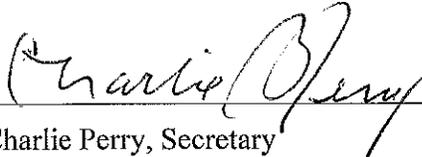
**Section 3.** This Resolution shall be effective upon final approval from the City of La Porte City Council.

**PASSED AND APPROVED, this 11<sup>th</sup> day of February, 2015.**

**LA PORTE AREA WATER AUTHORITY**

By:   
Kenneth Schlather, President  
Board of Directors

ATTEST:

  
Charlie Perry, Secretary  
Board of Directors

# LA PORTE AREA WATER AUTHORITY WATER CONSERVATION PLAN

## A. BACKGROUND

In 1981 the State of Texas created the La Porte Area Water Authority for the purpose, among others, of acquiring, treating, and delivering water to member water districts and industries throughout Southeast Harris County. The Authority has the right to serve any utility within a thirty (30) mile radius of the Authority's boundary. The present area within the Authority's boundary encompasses approximately 20,600 acres. The La Porte Area Water Authority is a co-participant and cost-sharing partner in the City of Houston Southeast Water Purification Plant. The authority is contracted for 3.9 % of demand allocation factor that is currently equal to 7.8 million gallons per day. The Authority's customers include the cities of La Porte, Morgan's Point, and Shoreacres.

Since the early 1960's per capita water usage in the State of Texas has increased about four (4) gallons per person, per decade. More important, per capita water use during droughts is usually about one-third greater than during periods of average precipitation. Many communities throughout the United States have used conservation measures to successfully cope with various water and wastewater problems. Reduction in water use as much as 25% or more have been achieved, but the normal range is from 5 to 15%. As a result of reduced water use, wastewater flows have also been reduced by 5 to 10%.

## B. PURPOSE AND INTENT

The purpose of a Water Conservation Plan is to reduce the quantity required for each water using activity, insofar as is practical, through the implementation of efficient water use practices. The plan defines objectives and specific targets to reduce the loss and waste of water resources and improve efficiency in the use of water. The purpose of this report is to present the data collected, alternatives, and elements selected for the La Porte Area Water Authority Water Conservation Plan and to provide procedures and information for the implementation of the plan.

**Nine (9) principal water conservation methods to be considered in preparing a water conservation plan are as follows:**

- Education and Information
- Plumbing codes for new construction
- Retrofit programs
- Conservation oriented water rate structures
- Universal metering and meter repair and replacement
- Water conserving landscaping
- Leak detection and repair
- Recycling and reuse
- Means of implementation and enforcement

**C. PUBLIC PARTICIPATION PUBLIC AT LARGE:**

**LA PORTE**

The City of La Porte holds regular City Council meetings on the second and fourth Monday of each month. The meetings are open to the public, and citizens are free to speak on any subject during the portion of the meeting designated for this purpose.

**LA PORTE AREA WATER AUTHORITY**

The La Porte Area Water Authority holds Board meetings as needed to conduct Authority business. The meetings are open to the public, and citizens are free to speak to the Authority at these meetings.

**MORGAN'S POINT:**

The City of Morgan's Point holds regular City Council meetings on the second Tuesday of each month. The meetings are open to the public, and citizens are free to speak.

**SHOREACRES:**

The City of Shoreacres holds regular City council meetings on the second and fourth Monday of every month. The meetings are open to the public, and citizens are free to speak.

**D. SPECIAL INTEREST GROUPS**

**LA PORTE**

- a. La Porte-Bayshore Chamber of Commerce
- b. Homeowner's Associations
- c. Various civic and religious organizations

**MORGAN'S POINT:**

- a. La Porte-Bayshore Chamber of Commerce
- b. Port of Houston Authority
- c. Various civic and religious organizations

**SHOREACRES:**

- a. La Porte-Bayshore Chamber of Commerce
- b. Houston Yacht Club
- c. Various civic and religious organizations

## E. SYSTEM AUDIT / PROBLEMS

### 1. System Audit:

- a. Average, seasonal, peak use patterns. Figures 1 through 4 best illustrates average, seasonal, and peak use patterns. Figures 1 through 3 are for individual entities, with Figure 4 representing the total Authority. Historical use data indicates that the La Porte Area Water Authority follows most entities in having higher average water use in the summer months from lawn watering. The peak to average use ratio (average daily summer use divided by average annual daily use) is 1.23 for the Authority. This ratio is relatively low because of the very humid climate and high average rainfall the area receives.
- b. Unaccounted water volumes and likely causes. Figures 1 through 4 illustrates the relationship between water production and sales for each individual entity and the Authority as a whole. The difference between production and sales can typically be attributed to all or some of the following:
  1. Flushing of water mains
  2. Fire fighting
  3. Inaccurate metering
  4. System leaks
  5. Unauthorized water use
  6. Unmetered water use
- c. Adequacy of treatment, storage, and distribution system.

The cities of La Porte, Morgan's Point, and Shoreacres presently obtain 90% of their water supply from surface water supplied by the La Porte Area Water Authority. The surface water is purchased by the Authority from the City of Houston's Southeast Water Purification Plant. The remaining 10% of their water needs are supplied from groundwater wells. The water is tested on a regular basis in accordance with all state and federal regulations. The Cities of La Porte, Morgan's Point and Shoreacres currently have adequate storage facilities required to meet the state's "Minimum Water Quantity Requirements for Public Water Supply Systems".

- d. Limit of existing supply/potential new sources.

It is apparent from the systems audit that all three (3) entities are very capable of providing water to their customers from groundwater sources. In addition, the distribution and transmission systems are adequate to supply their needs for several years.

With the conversion to surface water, the adequacy of groundwater supplies to meet peak load demands in any drought contingencies that might occur are apparent. However, due to the constraints imposed by the Harris-Galveston Subsidence District on groundwater withdrawal, these sources will only be used to supply peak demand in possible drought contingencies.

e. Wastewater collection and treatment system.

Currently, only the City of Morgan's Point treats 100% of their own wastewater. The City of La Porte treats 92.7% of their own wastewater. The remainder of the La Porte wastewater flows and the flow from the City of Shoreacres are pumped to a regional wastewater facility owned by the Gulf Coast Waste Disposal Authority.

2. System Problems:

The La Porte Area Water Authority currently has no serious water supply problems. The storage and distribution systems are adequate to supply surface water to its customers through the La Porte Area Water Authority from the City of Houston Southeast Water Purification Plant.

**F. ALTERNATIVES:**

Water conservation methods are typically divided into two (2) categories, Demand Management Methods and Supply Management Methods. Demand Management Methods deal with water use on the downstream side of a customer meter. Demand management provides for education or incentives to reduce the water use by the consumer. This method of conservation generally results in a decrease in water revenues because less water is purchased from the City.

Supply Management Methods deals with the utility's water system upstream of the customer's meter. The goal of supply management is to improve efficiency and reduce waste within the production treatment, and distribution system. Supply management usually results in decreased costs to the utility as water losses in the system are reduced.

1. DEMAND MANAGEMENT ALTERNATIVES

a. Education and Information:

The most readily available and lowest cost method of promoting water conservation is to inform water users about ways to save water inside homes and other buildings, in landscaping and lawn uses, and in recreational uses. An effective education and information program can be easily and inexpensively administered by the La Porte Area Water Authority. Materials available from the American Water Works Association, Texas Water Development Board, and other like associations are made available to its customers, through hand outs, mail outs, and other sources. The La Porte Area Water Authority's users can utilize their individual websites to provide links to informative sources concerning water conservation.

The cities of La Porte, Morgan's Point and Shoreacres currently participate in the Harris-Galveston Coastal Subsidence District's program for education of elementary school students in the importance and methods of water conservation. Each city sponsors the program by funding the program for the students in the school district.

b. Plumbing Codes:

Water saving plumbing codes for new construction and for replacement of plumbing in existing structures may be adopted. The standards recommended by the Texas Water Development Board represent readily available technologies and do not involve additional costs when compared with "standard" fixtures. Water conserving plumbing codes are adopted for this cause.

The cities of La Porte, Morgan's Point and Shoreacres utilize standard codes whenever possible. Individual ordinances also may codify particular requirements.

c. Retrofit Programs:

The Cities makes information available through its education programs for plumbers and customers to use when purchasing and installing plumbing fixtures, lawn watering equipment, or water using appliances. Information regarding retrofit devices such as low-flow shower heads or toilet dams that reduce water use by replacing or modifying existing fixtures or appliances should also be provided.

d. Water Rate Structures:

A water conservation oriented rate structure usually takes the form of an increasing block rate, although continuously increasing rate structures, peak or seasonal load rates, excess use fees, and other rate forms can be used. The increasing block rate structure is the most commonly used water conservation rate structure. Separate rate structures are usually used for commercial, institutional, and industrial customers. All entities use some form of increasing block rate structure.

e. Water Conserving Landscaping:

In order to reduce the demands placed on a water system by landscape watering, the city or utility should consider methods that either encourage, by education and information, or require, by code or ordinance, water conserving landscaping by residential customers and commercial establishments engaged in the sale or installation of landscape plants or watering equipment. Because the La Porte Area Water Authority is located on the Gulf Coast, it has a very high annual average rainfall. The need for outdoor watering is not as high as for arid climates. Agricultural land in the area is not irrigated. Although not made a specific section of the Conservation Plan, water conserving landscaping information will be made available through the Information/Education Section.

## 2. SUPPLY MANAGEMENT ALTERNATIVES

### a. Universal Metering:

All public water supply utilities should master meter their water sources. In addition, all users, including the utility itself, should be metered. A regularly scheduled maintenance program of meter repair and replacement also needs to be established to ensure that proper metering is taking place.

Metering and meter repair and replacement, can be used in conjunction with other programs such as leak detection and repair and, thereby, save significant quantities of water. Nearly all sales in the various entities are metered. Currently, all cities have some form of regular meter repair and replacement program. All production meters for each city are tested yearly.

### b. Leak Detection and Repair:

A continuous leak detection, location, and repair program can be an important part of a water conservation plan. Utility employees for the La Porte Area Water Authority periodically check for leaks when reading meters and while performing regular maintenance. Major leaks are usually quickly detected by either city employees or customers and are repaired immediately. Soil in the area is generally clay and, therefore, leaks show up at the ground surface quite readily. Leak detection technology is also available in the form of electronic sonic devices.

### c. Recycling and Reuse:

A city or utility should evaluate the potential of recycling and reuse because these methods may be used to increase water supplies in the utility's service area. Reuse can be especially important where the use of treated effluent from an industry or a municipal system or agricultural return flows replace an existing use that currently requires fresh water from a city's or utility's supply. Recycling of in-plant process or cooling water can reduce the amount of fresh water required by many industrial operations. Currently, La Porte has a water reuse program. Because of its size and daily flows, the reuse of treated effluent for processed water has proven quite economical for the City of La Porte. The City of La Porte's Municipal Golf Course along with one of the City parks, Little Cedar Bayou, are irrigated with plant effluent. This reuse program results in a savings of approximately 100,000,000 gallons of potable water per year.

**G. PLAN OBJECTIVES**

- ❖ To reduce water consumption from levels that would prevail without conservation efforts
- ❖ To reduce the loss and waste of water
- ❖ To improve efficiency in the use of water
- ❖ To implement a system to quantify the effects of the plan

In accordance with 30 TAC Chapter 288.2, the following five and ten year targets have been established:

See Attached Table

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## WATER CONSERVATION PLAN 5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: La Porte Area Water Auth

Water Conservation Plan Year: 2014

	<b>Historic 5yr Average</b>	<b>Baseline</b>	<b>5-yr Goal for year <u>2019</u></b>	<b>10-yr Goal for year <u>2024</u></b>
Total GPCD <sup>1</sup>	118	113	111	109
Residential GPCD <sup>2</sup>	81.32	83.91	77.29	75.83
Water Loss (GPCD) <sup>3</sup>	5.206	4.746	4.650	4.550
Water Loss (Percentage) <sup>4</sup>	4 %	4 %	4 %	4 %

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

## H. PLAN DESCRIPTION

Based on the evaluation of alternatives available to the La Porte Area Water Authority for conserving water, the following elements have been selected as those best suited to the needs of the Authority for water conservation:

- Continuing Public Education and Information
- Water conserving plumbing code for new construction
- Retrofit programs
- Water rate structures
- Supply Management
- Universal metering
- Meter repair and replacement
- Leak detection and repair
- Recycling/reuse

### 1. CONTINUING PUBLIC EDUCATION AND INFORMATION

A program of public education and information to promote water conservation by the public has been instituted. The program includes the following:

- ❖ Conservation messages printed on customer's water bills, city websites and community newsletters.
- ❖ The Cities provide support to the Harris-Galveston Coastal Subsidence District's "Water Conservation Education Program" that provides water conservation information to the residents through their elementary school children.
- ❖ New customers are provided water conservation literature at the time they initially sign up for service.

The public education program covers the water saving methods such as those listed in Appendix A, "Water Conservation Literature". The La Porte Area Water Authority places special emphasis on the need to insulate pipes to prevent freezing in cold weather, retrofitting of plumbing fixtures and devices, and landscaping conservation methods. The energy savings associated with a water conservation program are also be emphasized. Publications and materials for the program are obtained from: Texas Water Development Board, Texas Commission on Environmental Quality, American Water Works Association; Texas Water Utilities Association, American Public Works Association, and the Environmental Protection Agency.

### 2. WATER CONSERVING PLUMBING CODE

The City of La Porte has adopted the Uniform Plumbing Code (2012 version). Morgan's Point has adopted the International Plumbing Code (2012 version). Shoreacres has adopted the International Plumbing Code (2015 version).

### 3. RETROFIT PROGRAMS

The La Porte Area Water Authority makes information available through its education program for plumbers and customers to use when purchasing and installing plumbing fixtures, lawn watering equipment, or water using appliances. Information regarding retrofitting devices such as low-flow shower heads or toilet dams that reduce water use by replacing or modifying existing fixtures or appliances will also be provided.

### 4. UNIVERSAL METERING

The La Porte Area Water Authority currently meters all water sales from its system. In addition, in response to requirements by the Harris-Galveston Coastal Subsidence District, all wells are currently metered at the well head. Well production meters are tested for accuracy based on Subsidence District criteria. Meters for purchased surface water are tested on an annual basis. The source water meters are maintained within an accuracy of plus or minus 3%.

The program of universal metering will continue and is made a part of the Water Conservation Plan.

### 5. WATER RATE STRUCTURES

The cities of La Porte, Shoreacres and Morgan's Point Authority have adopted Increasing Block Rate structures. Examples of the current water rate structures are attached in Appendix B and are made part of the Water Conservation Plan.

### 6. METER REPAIR AND REPLACEMENT

The City of La Porte currently owns and operates equipment for small meter testing. The testing of large meters is conducted by contract forces. The meter repair and testing program is structured per AWWA recommendations as follows:

1. Major Production meters - test once per year
2. Minor Production meters – test every 3 years
3. Meters larger than four inch – random testing every 5 years
4. Meters larger than one inch - random testing every 7 years
5. Meters smaller than one inch - random testing every 10 years

In addition, the Authority, through its individual customers, will verify that each meter in the system is properly sized for the average volume of water being used in accordance with the manufacturers' specification for the meter. Based on testing and field evaluation, meters in all cities are repaired or replaced as needed.

### 7. LEAK DETECTION AND REPAIR

The cities currently have individual leak detection programs which will be maintained. These programs include:

- a. Monthly water use accounting by the operations staff which identifies high water usage after the service meters which may indicate leaks.

- b. Visual inspections by utility employees who keep a constant watch out for abnormal conditions indicating leaks or illegal connections.
- c. Visual inspections of storm water outfalls are conducted during periods of dry weather to locate leaks that may be entering storm drain systems.
- d. Maintaining an adequate maintenance staff, inventory of repair parts and equipment necessary to repair any leaks.
- e. An annual water accounting or audit is considered be part of the program. Sources of water loss, once located, are immediately corrected. Data from the audit is used to monitor and evaluate system conditions.

## 8. RECYCLING/REUSE

The City of La Porte is the only entity within the La Porte Area Water Authority with a major capability of reuse and recycling of treated effluent. Current use includes the recycling of approximate one million gallons per month at the La Porte Wastewater Treatment Plant used in process water, belt press operation and washdown. Additionally, as indicated above, recycled water is made available and used by the La Porte Municipal Golf Course and the Little Cedar Bayou Park for irrigation purposes. The amount will vary of course during seasonal and various weathers. Morgan's Point utilizes reuse for process water at their wastewater plant. No recycling or reuse is anticipated for Shoreacres at this time.

## H. RECORDS MANAGEMENT SYSTEM

The La Porte Area Water Authority maintains a records management system to monitor and track customer account information and usage data for deliveries and sales. The data for water produced is monitored and recorded to enable accurate tracking of monthly or daily water usage. Water loss from the transmission system is monitored on a monthly schedule. The La Porte Area Water Authority does not operate a surface water reservoir. Therefore an operations plan is not a component of this water conservation plan.

## I. IMPLEMENTATION / ENFORCEMENT

The General Manager of the La Porte Area Water Authority acts as the Administrator of the Water Conservation Program. The Administrator oversees the execution and implementation of all elements of the program. He is also responsible to oversee the keeping of adequate records for program verification. Each entity is responsible for furnishing all information needed and requested by the Authority.

The program will be enforced through adoption of the Water Conservation Plan by Ordinance or Resolution. The Ordinances and Resolution are found in Appendix C. In addition, the entities of the La Porte Area Water Authority have adopted a water conserving plumbing code. The appropriate plumbing code listings are found in Appendix D.

Each entity will provide certified copies of all ordinances and resolutions concerning water rates, plumbing codes, and other regulatory documents necessary for the administration of this plan, including all updates.

**J. CONTRACT REQUIREMENTS**

Upon contract renewal or contract extension with The La Porte Area Water Authority each wholesale customer shall develop and implement a water conservation plan or institute water conservation measures using the applicable elements of Title 30, Chapter 288, Subchapter A. If the customer intends to resell the water, then each successive wholesale customer shall also implement applicable water conservation measures. This requirement shall be made part of every water supply contract.

**K. COORDINATION WITH REGIONAL WATER PLANNING GROUPS**

The service area of the La Porte Area Water Authority is located within Region H of the regional water planning area. The La Porte Area Water Authority has provided a copy of this Water Conservation Plan to the Texas Water Development Board.

**L. PLAN REVIEW AND UPDATE**

This water conservation plan will be reviewed and updated, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The La Porte Area Water Authority will review and update the next revision of its Water Conservation Plan every five years to coincide with the regional water planning group. Future amendments or updates will be evaluated by the General Manager to determine if a substantial modification exists that would warrant additional review by the Board.

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>March 9, 2015</u>
Requested By: <u>David Mick</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

Exhibits: Access Report

Exhibits: Contract

Exhibits: \_\_\_\_\_

<u>Appropriation</u>
Source of Funds: <u>CIP Fund 003</u>
Account Number: <u>003-9890-530-1100</u>
Amount Budgeted: <u>\$95,000</u>
Amount Requested: <u>\$86,875</u>
Budgeted Item: <u>YES</u>

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### SUMMARY & RECOMMENDATION

Sealed Bid #15007, Clarifier Rehabilitation, was opened and read on February 3, 2015. One bid was received. The bid packet was posted on the Public Purchase site, the City's website and advertised in the January 15 and 22, 2015, editions of the Bay Area Observer. Seven vendors were notified, and seventeen vendors accessed the bid package.

The lone bid was submitted by Environmental Improvements in the lump sum amount of \$78,975.00. Environmental Improvements has previously installed wastewater equipment at the City of La Porte Wastewater Treatment Facility as a subcontractor for the most recent plant upgrade, and as a prime contractor for the previous two clarifier drives.

A total of \$95,000 was budgeted for this Project. The bid for \$78,975.00 is recommended for award. A 10% contingency of \$7,900 is also recommended, for a total award of \$82,925.00.

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#### Action Required by Council:

Consider approval or other action to award Bid #15007 to Environmental Improvements and authorize the City Manager to execute a contract for Clarifier Rehabilitation at the City of La Porte Wastewater Treatment Facility in the amount of \$78,975.00, and authorize a contingency of \$7,900.

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#### Approved for City Council Agenda

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**Corby D. Alexander, City Manager**

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**Date**



**Invitation to Bid**  
**SEALED BID #15007**  
**CLARIFIER REHABILITATION**

*required for use by*

The City of La Porte Wastewater Treatment Facility/Public Works Department

*issued by*

City of La Porte Procurement Division Office  
604 W. Fairmont Parkway, La Porte, Texas 77571  
Phone: 281-470-5126 Fax: 281-470-5127

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**Information:** Forms furnished by the City of La Porte may be obtained without deposit from PublicPurchase.com; the Purchasing Division Office located at 604 W. Fairmont Pkwy, La Porte, TX 77571; or, by emailing [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov).

**Bid Opening Date:** Tuesday, February 3, 2015

**Bid Opening Time:** 2:00 p.m., Central Standard Time

**Bid Receiving Location:** City Hall Information Desk, 604 W. Fairmont Parkway, La Porte, Texas 77571

**Payment Bond:** The successful Bidder must furnish PAYMENT BONDS on the forms furnished with the BIDDING DOCUMENTS, in the amount of 100% of the total Contract price.

**Mandatory Site Visit:** The existing unit may be inspected Monday – Friday, 7:00 am to 2:30 pm at 1301 South 4<sup>th</sup> Street. Contact Robert Banks at 281- 470-8140 to arrange a site visit. No bid will be accepted without a site visit prior to bidding. **No exceptions.**

Sealed Bids must be received at the City Hall Information Desk, 604 W. Fairmont Parkway, La Porte, Texas 77571 no later than date and time stated above. The bids will be opened and publicly read in Council Chambers immediately after the closing hour for the bids on said date.

**No late bids will be considered**

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly state the name of the project, the bid number, and the time and date specified for receipt. The name and address of the Bidder must also be clearly printed on the outside of the envelope(s) or packages. Bid package must be complete and returned in its entirety.

**Published:** January 15, 2015  
January 22, 2015



## General Information to Bidders

### From Bid Advertisement to Bid Submission

#### Article 1. Requirements for Bidding and Instructions to Bidders

##### 1.1 The Bid Documents

The Bid Documents include this Invitation for Bids, Bid Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Supplemental Special Conditions (if any), Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, and all other exhibits attached hereto, and any and all clarifications and addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

##### 1.2 Preparing the Bid

Bids are to be prepared and submitted in accordance with the provisions herein. Failure to do so may result in rejection of the bid. Bids must be prepared and submitted only on the forms provided within the solicitation package. Where a signature is required, an authorized representative of the bidder must do so. Evidence as to such authority may be required.

##### 1.3 Obtaining the Bid Documents

Bid Documents are typically provided to a bidder at no cost. If a fee is to be charged it will be so stated in the Invitation to Bidders

##### 1.3.1 Downloadable Bid Documents

The primary method to obtain documents is by downloading the solicitation package from the City's third party provider, PublicPurchase.com.

**1.3.1.1 All Bidders that download from the City's third party resource, Public Purchase, or that receive Bid Documents by any other means are responsible for checking the Public Purchase website for clarifications, supplemental instructions and/or addenda. The City will only publish this information on Public Purchase and will not be responsible for a bidder's failure to consider additional information contained therein in preparing its bid. Further, failure to obtain the proper forms, clarifications and/or addenda from Public Purchase website and acknowledge them in the Bid Documents when submitting the bid will render the bid non-responsive. Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.**

##### 1.3.1.2 Printable Documents

If a prospective bidder is unable to download the Bid Documents by registering at PublicPurchase.com or by other electronic means, these documents are available by contacting the Purchasing Division Office located at 604 W. Fairmont Parkway, La Porte, Texas 77571. Telephone 281-470-5126, FAX 281-470-5127.

##### 1.3.1.3 Plans and Drawings

Plans and drawings may only be available on CD. In this case, the CD may be picked up from the issuing office or by contacting the Purchasing Division with an account number for pre-paid courier pick-up.

**Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda**



**1.4 Clarifications and Addenda**

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-bid documents to any bidder orally. Such communications must be in writing.

**1.4.1 Clarifications**

A request for such interpretation should be submitted in writing at [PublicPurchase.com](http://PublicPurchase.com) or to [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov) or delivered to the Purchasing Division Office at 604 W. Fairmont Parkway, La Porte, Texas 77571. Purchasing will act as liaison between the requestor and the departmental representative to seek clarification or supplemental instructions appropriate to the request.

**1.4.2 Addenda**

All interpretations, clarifications or supplemental instructions will be in the form of written addenda. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

These interpretations, clarifications or supplemental instructions will be placed with the solicitation documents on [PublicPurchase.com](http://PublicPurchase.com) not later than 3 working days prior to the scheduled time for receipt of bids. Addenda posted less than the 3 working days prior to the scheduled time for receipt of bids will include an extension to the original date of scheduled for receipt of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve bidder from any obligation of submitted bid. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document(s).

**1.4.3 Communications**

All communication with potential respondents should be made only through the Purchasing Department. The program staff should not have contact with potential respondents outside of pre-solicitation conferences. Likewise, a respondent that contacts someone other than authorized staff in regards to a solicitation may be disqualified.

While the Purchasing Staff may not be able to answer all of the technical questions asked by potential respondents, they will ensure that the information is provided to all potential respondents.

**1.5 Pre-bid Site Visit-Mandatory**

The existing unit may be inspected Monday – Friday, 7:00 am to 2:30 pm at 1301 South 4<sup>th</sup> Street. Contact Robert Banks at 281- 470-8140 to arrange a site visit. No bid will be accepted without a site visit prior to bidding. **No exceptions.**

**1.6 Examination of the Bid documents and Work Site**

Bidders shall carefully examine all of the Bid Documents before completing the forms and submitting a Bid. Bidders are also advised to inspect the site of the Work to be performed, and familiarize itself with the conditions at the site that will affect the Work. A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the Work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

**1.7 Exceptions or Variances**

For the purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, in the specification comments, the Proposal page or pages attached thereto with the exact nature of the change outlined in sufficient detail. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a bid, the City does not necessarily accept any variance or exception contained in a bid. All variances or exceptions submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make the bid conditional in nature, the City reserves the right to reject the bid or part of that bid that is declared by the City as



conditional.

**1.8 Bid Prices Must Incorporate All Costs, Excluding Taxes**

Proposed prices must include any freight, handling, or other fees associated with the goods or services. No additional costs will be allowed, if not included in this proposal. Only sales taxes are to be excluded.

**1.8.1 Taxes**

Materials purchased by the City of La Porte are not subject to the State of Texas Sales Tax. The City's State of Texas Blanket Certificate number is 369-661-4.

**1.9 Completion of the Bid Documents**

Each Bidder must complete all of the forms listed as required forms. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must use the Bid Proposal Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public.

If in a response, the bidder either electronically scans, re-types or in some way reproduces the City's published bid package, then in the event of a conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the bid response submitted by the bidder, the City's bid specifications as published shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the contract is executed and is or is not being performed the contract is subject to immediate cancellation.

**1.10 Other Required Forms or Documents**

**1.10.1 Bid Deposit**

Bid deposits, if required, may be in the form of a bond, certified check, cashier's check or money order payable to the City of La Porte. Bid bonds must be in the form provided by the City, and must be executed by a surety licensed and authorized to do business in the State of Texas. Cash is not an acceptable form of Bid Deposit.

Substantial failure to comply with bid deposit requirements will result in rejection of the bid. A non-substantial failure to comply with the bid deposit requirement is a failure that does not provide a commercial advantage to a Bidder over other bidders.

The City may return bid deposits sooner, but reserves the right to hold all bid deposits until a contract has been awarded, or in the case of multiple awards, all contracts have been awarded for the Bid.

**1.11 Trade Names and Substitutions**

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items that have been deemed by the City to be satisfactory. The Bidder must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found acceptable to the City.

A bidder choosing to respond to this solicitation for bids with an alternate product(s) from those specified in the solicitation, must identify such alternate items with its Bid with a detailed explanation and documentation in support of how the alternate items proposed by the Bidder can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the specifications. No

substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes, but is not limited to:

- complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation including:
  - product identification, including manufacturer's name and address
  - manufacturer's literature identifying the product description, reference standards, performance and test data
  - samples, as applicable
  - name and address of similar applications on which the product has been used, and date of usage.
- itemized comparison of proposed alternate item with product or service specified, listing significant variations

Bidder warrants and represents that in making a formal request for substitution with alternate items that:

- the proposed alternate item is equivalent or superior in all respects to the product specified, and
- the same warranties and guarantees will be provided for the alternate item as for the product specified
- Bidder is solely responsible to provide all pertinent product data with the solicitation package

#### **1.12 Authorized Dealer/Distributor**

Bids involving proposals for equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidders compliance with these requirements will be determined by the Purchasing Division, whose decision will be binding.

#### **1.12 Recycled materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, The City of La Porte encourages the use of products made of recycled materials. The City will be the sole judge in determining product selection and suitability.

#### **1.13 Estimated Quantities**

Unless explicitly stated to the contrary in the Scope of Work, Detailed Specifications, or Proposal pages, any quantities shown on the Proposal Pages represent estimated usage and as such are for solicitation purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such quantities as are actually received and accepted as satisfactory and upon receipt of an itemized, correct invoice.

#### **1.14 Bid Modifications**

A bidder may modify their bid by written communication at any time prior to the scheduled receipt of bids, provided such communication is received by the Owner prior to scheduled time for receipt of bids. Said communication should not reveal the bid price; but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed bid is opened.

#### **1.15 Withdrawal of bids**

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing. Bidders must make their own arrangements for the return of their Bids.

#### **1.16 Bid Deposit**

Bid deposits, if required, may be in the form of a bond, certified check, cashier's check or money order payable to the City of La Porte. The bonds must be in the form provided in the solicitation package, and must be executed by a surety licensed and authorized to do business in the State of Texas.

Substantial failure to comply with bid deposit requirements will result in rejection of the bid. A non-substantial failure to comply with the bid deposit requirement is a failure that does not provide a commercial advantage to the Bidder over other bidders.

The purchasing Division may return bid deposits sooner, but reserves the right to hold all deposits until a contract has been awarded and fully executed or, in the case of multiple awards, all contracts have been awarded and fully executed.

If a bid deposit is required, it will be indicated in the Bid Documents.

#### **1.17 Cooperative or Inter-local Purchases**

Vendors with contracts awarded as Cooperative Purchasing Program participants may submit those contracted items so long as the specific cooperative contract details necessary to allow the City to verify that the proposed products or services satisfy the City's specifications and requirements are included. This information may include attachments to convey the contract specifics.

The City may also, from time to time, enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives to enhance the City's purchasing power. At the City's sole discretion and option, the City may inform other entities that they may acquire items listed in this solicitation. Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this solicitation shall be listed on a rider attached hereto if known at the time of issuance, or if after contract award, issued subsequently.

Entity purchase orders shall be submitted to Vendor by the Entity. The City of La Porte will not be liable or responsible for any obligations, including, but not limited to, payment and for any item ordered by an entity other than the City.

Furthermore, Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations or promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by the City of Entities, or whether Entity will purchase utilizing the City's contract.

#### **1.18 Submission of Bids**

Bids are to be delivered to the Information Desk at City Hall, 604 W. Fairmont Parkway, La Porte, Texas 77571 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the City to change such date and/or time. The time of the receipt of the bid will be determined solely by the time stamp used at receipt of the bid. No bid will be accepted after the date and time specified.

##### **1.18.1 Bids must be sealed and properly labeled**

All bids are to be submitted in sealed envelopes. All envelopes containing Bids must be marked "Bid Enclosed" and must have the Bidders name and address, the Bid number, and the specified numbers or copies in addition to the original completed Bid Document.

##### **1.18.2 Bidders are responsible for Bid delivery**

Each Bidder is solely and completely responsible for delivery of its Bid to the designated delivery location before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Bids are delivered to the designated delivery location prior to Bid opening. This article also applies to Bids sent via U.S. Postal Service or messenger service.



**From Bid Receipt and Evaluation to Award**

**1.19 Bid Opening**

Bids will be opened and read aloud publicly in Council Chambers immediately following the deadline for the submission of Bids has passed. The public announcement of the Bids, and the apparent low Bidder as announced and are neither final nor binding. All Bids and Bid Documents are subject to review by City Staff to determine responsiveness and responsibility. Bid tabulations are public information and are posted on PublicPurchase.com within 3 business days of opening.

**1.20 Effective Term of Bid**

Unless a bid is expressly rejected by the City, all bids will remain in effect for sixty (60) days subsequent to bid opening. Bidder may not withdraw or cancel or modify its Bid for a period of sixty (60) days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the sixty (60) day period.

The City may request that Bidders extend the effective period of their Bids. Such requests will be made in writing, and will require the Bidder's written consent to the extension.

**1.21 Evaluation and Consideration of Bids**

**1.21.1 Determination of responsiveness**

The City of La Porte Purchasing Division will review Bids to determine whether they conform to the requirements of the Bid Documents.

**1.21.1.1 Must Bid all line items**

A Bidder must bid all line items set forth in the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Section or Group, Bidders must bid all items within a Section or Group, except to the extent that the Specification expressly allows otherwise. Bidders are not required to bid all Sections or Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non responsive to this requirement.

**1.21.1.2 Mathematical Calculations**

The City of La Porte Purchasing Division reserves the right to make corrections after receiving the bids to any clerical error apparent on the face of the bid. This includes but is not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line reveals a calculation error, the Unit Price shall prevail.

**1.21.1.3 Unbalanced Bids**

The Purchasing Manager or their designated representative reserves the right to reject any Bid that, in his or her sole discretion and authority, determines is materially unbalanced.

**1.21.1.4 Conditional Bids**

Conditional bids will not be accepted.

**1.21.2 Determination of Responsibility**

The City of La Porte Purchasing Division has the sole discretion and authority to make the determination of responsibility. A Bidder may be requested to submit such additional information pertaining to responsibility as the Purchasing Official deems necessary. Failure to comply with such a request will result in a finding of non-responsibility and rejection of the bid.



**1.21.2.1 Bidder Debts or Defaults**

The City reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

**1.21.2.2 Competency of Bidder**

Bidder, if requested must present within a reasonable time, as determined by the City, evidence satisfactory to the Purchasing Division of ability to perform the Contract and possession of necessary facilities, financial resources and adequate insurance to comply with the terms of these specifications and contract documents.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**1.21.2.3 Rejection of bids and waiver of informalities**

The City Council, in their sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Bids or to waive any informality in the Bids submitted in response to any invitation for Bids.

**1.21.2.4 Tie Bids**

In the event of tie bids, preference will be given to the bidder who offers the best value to the city in accordance with State Law.

**1.22 Method of award**

Contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City of La Porte, in compliance with Texas Local Government Code, Section §252.043. The City of La Porte reserves the right to select the method in the best interest of the City, as determined by the Purchasing Agent.

Best value criteria includes, but is not limited to:

- All costs including installation, warranty, maintenance, over all life cycle;
- Quality of the goods or services;
- Reputation of the bidder or bidder's goods and services;
- Extent to which goods or services meet the City's needs;
- The bidder's past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- Any relevant criteria specifically listed in the request for bids or proposals

The City of La Porte Council reserves the right waive any informalities or technical errors, to make awards to more than one bidder, consider alternates proposed and award as lump sum, individual basis, or any combination, that in its judgment, will best serve the interests of the City or to reject any or all bids. For the purpose of evaluation, any item left "blank" will be deemed "no bid".

The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations.



**ARTICLE 2- Incorporation of Exhibits**

The following attached Exhibits are made a part of this agreement:

- Exhibit A Proposal Page
- Exhibit B Insurance Requirements
- Exhibit C Conflict of Interest Questionnaire
- Exhibit D References
- Exhibit E Payment Bond Form



**ARTICLE 3 - Standard Terms and Conditions**

**3.1 General Provisions**

**3.1.1 Definitions**

**Addendum** - official revision of the Bid Documents issued by the Purchasing Division prior to Bid Opening Date.

**Attachments** - all exhibits and other documents attached to the Bid Documents and/or incorporated into the contract by reference.

**Bid** - an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract on which the City may rely and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

**Bidder** - person, firm or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents". Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

**Bid Opening Date** - date and time publicly advertised by the Purchasing Division as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

**City** - means the City of La Porte, a home ruled government municipality as defined by the State of Texas.

**Contract** - upon notice of award by Purchasing Division, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**Contractor** - the Bidder (person, firm or entity) that is awarded the Contract by the Purchasing Division. Any reference to the Bidder in the Contract documents is understood to apply to the Contractor.

**Department** - which may also be referred to as the using/user Department is the City Department which appears on the applicable purchase order release for goods, work or services provided under this contract.

**Detailed Specifications** - refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**Force Majeure Event** - an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

**Party** - or collectively Parties refers to the entities that have entered into this Contract including the Contractor and the City.

**Purchase Order** - a written purchase order from the City referencing this Contract.



**Services** - refers to all work, services and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

**Specification** means the Bid Documents, including but not limited to the Detailed specifications.

**Subcontractor** means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

### 3.1.2 Interpretation of the Contract

#### 3.1.2.1 Order of Precedence

The order of precedence of the contract parts will be as follows:

- Addenda, if any
- Detailed Specifications/Scope
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Insurance Requirements
- Standard Terms and Conditions
- Invitation to bid and proposal pages

#### 3.1.2.2 Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Council or Purchasing Division, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Council and the Purchasing Division, as applicable. The judgment of the Council and the Purchasing Manager in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

#### 3.1.2.3 Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses or sections in this Contract does not affect the remaining portions of this Contract.

#### 3.1.2.4 Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### 3.1.3 Subcontracting and Assignment



**3.1.3.1 No assignment of Contract**

Contractor may not assign this Contract without the prior written consent of the City. In no case will such consent relieve Contractor from its obligations, or change the terms of the contracts.

**3.1.3.2 Subcontracts**

No part of the goods, work or services to be provided under this Contract may be subcontracted without the prior written consent of the City; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the contracts. Contractor must notify the City of all Subcontractors to be used and shall not employ any that the City does not approve of. Prior to proposing the use of a certain Subcontractor, the Contractor is responsible to verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City Contracts.

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the City is null and void. Further, Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the City; any substitution of a Subcontractor without the prior written consent of the City is null and void.

Contractor will only subcontract with competent and responsible Subcontractors, if, in the judgment of the City, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the City, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for City approval.

**3.1.3.3 No Pledging or Assignment of Contract Funds without City approval**

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the City. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Contractor must notify the City, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the City's discretion.

**3.1.3.4 City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any parts of its interests in this Contract without the consent or approval of Contractor.

**3.1.3.5 Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

**3.1.4 Contract Governance**

**3.1.4.1 Governing Law and Jurisdiction**

This Contract will be governed in accordance with the competitive bidding requirements of the City and Texas Local Government Code §252, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the City of La Porte may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

#### **3.1.4.2 Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

#### **3.1.4.3 Independent Contractor**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and obligations of the parties are only those set forth in this Contract. Contractor must perform as an independent contractor and not as a representative, employee, agent, or partner of the City. This Contract is between the City and an independent contractor and, if Contractor is an individual nothing provided for under this Contract constitutes or implies an employer-employee relationship such that any membership in any pension, insurance, vacation, sick leave or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City. Furthermore, the City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

#### **3.1.4.4 Authority**

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certifications, and warranty contained herein, attached hereto, and collectively incorporated by reference herein, and as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

#### **3.1.4.5 Joint and Several Liability**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

#### **3.1.4.6 Contractor Compliance to Ordinance 98-2217**

City of La Porte Ordinance 98-2217 prohibits any expenditure for goods or services by the City to any person firm or corporation owing any delinquent indebtedness to the City, Contractor certifies that it is in compliance with the requirements of said ordinance. Failure to disclose non-compliance with said ordinance may be cause for rejection or disqualification of bid. In addition, if Contractor is not in compliance with Ordinance 98-2217, Contractor hereby assigns to the City of La Porte the amount of its delinquent indebtedness to the City to be deducted by the City from any amounts due to Contractor.

#### **3.1.4.7 Contractor Compliance to Protection of Resident Workers**

The City of La Porte, Texas supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the United States) and aliens



authorized to work in the United States.

Employer must verify, which includes completing the Employment Eligibility Employer Verification Form (I-9), the identity and employment eligibility of anyone to be hired and must also establish appropriate processes and controls so that no services or products related to this contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

**3.1.4.8 Ethics**

City of La Porte Ordinance No. 2013-3489 establishes an ethics and conflict of interest policy applicable to city council members, appointive members to city boards and commissions, and city employees. Any vendor entering into a contract or agreement with the City of La Porte, Texas expressly acknowledges that it has familiarized itself with the provisions of this Ordinance.

**3.1.4.9 Conflict of Interest**

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within 7 business days after the latter of: 1) date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is included as Exhibit C and must be returned with your submission. The form is also available from the City's website at [www.laportetx.gov](http://www.laportetx.gov) or from the Texas Ethics Commission at [www.ethics.state.us](http://www.ethics.state.us). Please consult your own legal advisor if you have questions regarding this form.

**3.1.4.10 Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City.

Contractor must not issue any publicity new releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the City.

Any request for documents regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Purchasing Division of the City with the understanding that the City will have the opportunity to seek counsel or contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless subpoena or request is quashed or the time to produce is otherwise extended.

**3.1.4.11 Indemnity**



Contractor must defend, indemnify, keep and hold harmless to the fullest extent of the law, its successors, assigns and guarantors shall pay, defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services, and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of La Porte, its Council members, officers, agents and employees and herein provided.

### 3.2 Compensation Provisions

#### 3.2.1 Ordering, Invoices and Payment

Requests for work, services or goods in the form of a Purchase order will be issued by the Purchasing Division and sent to the contractor to be applied against the Contract. Contractor must not honor any order(s), perform work or services or make any delivery of goods without receipt of a Purchase Order issued by the City.

##### 3.2.1.1 Recordkeeping and Audits

Contractor shall maintain a separate accounting and itemized records for these operations in accordance with Generally Accepted Accounting principles (GAAP). Contractor shall pay all costs and expenses, including lawful taxes, connected with its operations when due. The City or its authorized agents shall have the right to inspect such books or original entries and other related books, records or receipts, wherever located at such reasonable times and as often as may be requested during the term of this Contract until such time as is necessary to complete an audit should an audit be required beyond 3 years after the termination of this Contract for any reason.

##### 3.2.1.2 Invoices

An original, itemized invoice indicating the purchase order number is to be submitted in accordance with the contract price and terms. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the City will pay on receipt of approved invoice. Contracts providing for services or other ongoing authorized charges may be billed and paid on a monthly basis.

Prior to any and all payments made for goods and/or services provided under Contract, bidder must provide a Taxpayer Identification Number or Social Security Number, as applicable. This information must be on file with the City. Failure to provide this information may result in a payment delay and/or back-up withholding as required by the Internal Revenue Service.

Invoices are to be submitted to the City at 604 W. Fairmont Parkway, La Porte, Texas 77571, Attention: Accounts Payable.

### 3.3 Compliance with all laws

#### 3.3.1 General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and as amended whether or not they appear in the Contract Documents.



Any agreement resulting from this solicitation shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be Harris County, Texas. In the event that any action is brought under any agreement resulting from the solicitation in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the contract. Contractor must require all Subcontractors to also do so.

**3.3.2 Compliance with Environmental Laws and related matters**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental law.

**3.3.2.1 Proof of Noncompliance**

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains any evidence sufficient to support a reasonable conclusion that a violation has occurred.

The City shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. The city may, at its discretion may declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

**3.3.3 Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision

**3.4 Contract Disputes**

**3.4.1 Dispute Resolution**

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issues.

**3.4.1.1 Resolution Process**

Pursuant to subchapter 1, Chapter 271, Texas Local Government Code, contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the claim by taking the following steps:(i) A written notice substantially describing the factual and legal basis of the claim shall be delivered by the contractor to the City 120 days of the event giving rise to the claim, which notice shall request a written response to be delivered to



the contractor not less than fourteen business days after receipt of the notice of claim; (ii) if the response does not resolve the claim, in the opinion of the contractor, the contractor shall give notice to that effect to the city whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the claim; (iii) if those persons cannot or do not resolve the claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person in an effort to resolve the claim.

### 3.5 Events of Default and Termination

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City
- B. Contractor's material failure to perform any of its obligations under this contract including:
  - failure to perform services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the services;
  - failure to have and maintain all professional licenses required by law to perform the services;
  - Contractor's repeated or continued violations of City law or ordinances whether related to the performance of this contract or not;
  - failure to perform due to insolvency, filing for bankruptcy or assignment for the benefit of creditors or failure to seek approval for any change in ownership or control of Contractor;
  - Contractor's default under any other Contract with the City during the life of this Contract;
  - failure to promptly correct erroneous or unsatisfactory services;
  - discontinuance of the services for reasons within Contractor's reasonable control;
  - failure to comply with any other term of this contract

#### 3.5.1 Cure or Default

The City, at its sole discretion, may give Contractor an opportunity to cure a default within a specified period of time or, if no opportunity to cure is granted, will issue a written default notice. The decision to issue a default notice is within the sole discretion of the City and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract.

3.5.1.2 A default notice will also indicate any present intent to terminate this contract. This decision is final and effective upon giving the notice. If there is no present intent to terminate this contract, this decision does not preclude the City from later deciding to terminate in a later notice, which is final and effective upon the giving of the notice

### 3.6 Department-specific requirements

#### 3.6.1

Work for the project is to be scheduled and coordinated with the Waste Treatment Plant Supervisor in accordance with the specifications contained herein.

## ARTICLE 4 Special Conditions

### 4.1 Purchase Orders

Unless otherwise provided in the Scope of Work and Detailed Specifications, orders for products or services to be provided under



this contract will be in the form of a City of La Porte purchase order that will be issued by the Purchasing Division and sent to the Contractor.

Contractor must not honor any verbal order(s), make any deliveries or commence any work related to the contract without receipt of a Purchase Order issued by Purchasing. Any goods or services provided by the Contractor without a written Purchase Order are made at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, Contractor releases the City from any liability whatsoever to pay for any items or services provided without a written Purchase Order.

**4.2 Delivery** Upon receipt of a Purchase Order, deliveries are to be made to the location(s) specified on the purchase order or as listed in the Scope and Detailed Instructions. Unless specifically stated in the Detailed Specifications or a written purchase order, all deliveries will be F.O.B. Destination City of La Porte.

Initial acceptance of any delivery by the City will not be considered as a waiver of any provision of this Contract and will not relieve the Contractor of its obligation to supply satisfactory goods or services which conform to the Contract.

**4.3 Inspection and Defects**

The City will have the right to inspect any products provided under this Contract. Upon delivery, the City will conduct an initial visual examination solely for the purpose of identifying any obvious damage, defects or non-conformance to specifications. The Contractor may be present for such an inspection. This does not limit the City's right to conduct subsequent inspection of any product(s) delivered.

Should shipment errors defects or non conformances be discovered in either the initial or subsequent inspection, the City may exercise appropriate remedies in accordance with the U.C.C., in addition to any other remedies specified in this Agreement. Any returns to the Contractor, due to fault of Contractor will be at Contractor's expense. No re-stocking charges will apply and, replacements, when applicable shall arrive promptly.

**4.4 Quality**

Quality of materials and workmanship must comply, at minimum, with best industry practices and standards or, specifically, as per the Detailed Specifications. Unless otherwise specified in the Detailed specifications, all items provided must be new and unused, and in conformance with the Contract.

**4.5 Force Majeure**

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to it's malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

**4.6 Warranty and Product information**

Contractor must provide original product warranty and related services for products provided under this Contract in accordance with the standard warranty regularly provided by the original equipment manufacturer for that product, unless the Detailed Specifications call for a different warranty.

Contractor warrants that the title to products provided under this agreement is good and its transfer is rightful, and that the products delivered to the City are free from all liens or security interest or other encumbrance.

Additionally, in addition to any implied warranty, the items shall conform to specifications, drawings, and other requirements in the Detailed Specifications and shall be free from defects in materials and workmanship including defects in design except to the extent that they are non-standard products manufactured pursuant to detailed designs furnished by the City and the defect is in the

portion of the design furnished by the City. Said warranties, including warranties implied by law, shall run to City, its successors, assigns, customers and to users of the goods.

## **ARTICLE 5 Scope of Work and Detailed Specifications**

### **5.1 General**

The City of La Porte is seeking competitive bids for removal of the existing unit and replacement of Clarifier #3 drive unit at the Little Cedar Bayou Wastewater Treatment Plant. The Contractor shall be responsible for installation of a complete and functional system in accordance with these specifications. All material shall be new and unused and the most current model in production. The existing unit is an Envirex H60LT Series Drive.

#### **5.1.1 Scope of Work**

The work shall include demolition and replacement of the center drive complete with reducer, motor, torque overload devices, service platform, and associated equipment. Equipment shall include adaptors for connection to the existing center piers, center cages, access bridges, and arm assemblies. The work includes disconnecting the old drive from existing electrical and control devices and reconnection of the new drive to existing electrical and control devices. All materials shall be designed for use in activated sludge. A letter of qualification shall be provided if the manufacturer/bidder is recommending any deviation from the contract specifications. Reasons for such requests shall be fully justified and accompanied with drawings, when appropriate.

As an alternate bid item, the City is requesting for prices for replacement of Clarifier #4 drive unit.

#### **5.1.2 Mandatory Pre-Bid Site Visit**

The existing unit may be inspected Monday – Friday, 7:00 am to 2:30 pm at 1301 South 4<sup>th</sup> Street. Contact Robert Banks at 281- 470-8140 to arrange a site visit. No bid will be accepted without a site visit prior to bidding. No exceptions.

#### **5.1.3 Permits**

Prior to start of work, the successful bidder shall obtain all required permits. Permit fees shall be waived by the City of La Porte.

#### **5.1.4 Bonds**

A payment bond will be required for this project and must be included on the form attached (Exhibit E) This will be a one-time lump sum payment. A performance bond will not be required.

#### **5.1.5 Contractors and Subcontractors**

All electrical work shall be performed under the direct supervision of a licensed electrician.

### **5.2 Experience**

All equipment described in the specifications shall be installed by a qualified contractor with a minimum of five (5) years' experience. All bidders must provide at least 5 references for similar/like clarifier drive installations performed within the last 5 years. These references shall be submitted with bid for review. Failure to submit may result in disqualification of the bid.

### **5.3 Compliance**

All electrical equipment, materials and installation shall comply with the National Electrical Code (NEC) and with the latest edition of the following codes and standards:

1. National Electrical Safety Code (NESC)
2. Occupational Safety and Health Administration (OSHA)
3. National Fire Protection Association (NFPA)
4. National Electrical Manufacturers Association (NEMA)

5. American National Standards Institute (ANSI)
6. Insulated Cable Engineers Association (ICEA)
7. Instrument Society of America (ISA)
8. Underwriters Laboratory (UL)
9. Factory Mutual (FM)
10. National Electric Testing Association (NETA)
11. State Building Code
12. The BOCA National Building Code (BOCA)
13. American Society for Testing and Material (ASTM)
14. Institute of Electrical and Electronics Engineers (IEEE)
15. Joint Industrial Council (JIC)

### **5.5 Submittals**

Approval for equipment installation and incorporation into this project will be made only after the receipt and examination by the City of La Porte of equipment submittals, as described below. The following shall be provided, as a minimum.

**5.5.1** Two (2) complete, bound copies of the equipment submittal shall be provided.

**5.5.2** Instructions on receiving, storage, handling and installation of equipment.

**5.5.3** Estimated delivery time for equipment.

**5.5.4** Material specifications describing the size, type, and quality of individual items to be provided. Catalog cut sheets shall be provided when appropriate.

**5.5.5** Equipment description for each component.

**5.5.6** Shop drawings with all dimensions showing the location of embedded items and openings in structures required for installation of equipment and connecting piping. Shop drawings shall clearly and completely depict all equipment.

**5.5.7** All details on shop drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements; such measurements shall be made and noted on the drawings before being submitted for approval. This will not relieve the contractor of sole responsibility to insure site installation and operation of the installed clarifier drive units.

**5.5.8** The City will review only general conformity to specifications and return with comment within ten working days following receipt of submittal by the City.

### **5.4 Construction Scheduling**

Notice to proceed will be issued to contractor following the review of the submittals and insurance, at which time equipment may be ordered. Time for project completion will be sixty (60) calendar days following the delivery of the drive and associated equipment. If the Alternate bid Item is selected the completion date will be extended to a time mutually agreeable to both parties.

Prior to start of work, the contractor shall provide a detailed work schedule to the Owner. The Owner will require a minimum of 3 business days' notice prior to shutting down any operating equipment.

All work shall be accomplished between 7:00am and 3:00pm. Any exceptions must be authorized by Treatment Plant Supervisor.

### **5.5 Environmental Requirements**

Due to the potential health hazards, and requirements of the State of Texas and the U.S. Environmental Protection Agency, wastewater treatment facilities must be maintained in operation throughout the construction period. It is required that the degree of treatment during construction be equal to or exceed the efficiency required by both the USEPA and TCEQ permits.

### **5.6 Clean-up**

All safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. All materials, tools, equipment, etc, shall be removed or safely stored. Total/ final cleanup of any disturbed areas shall be required at the end of the project. The contractor is to re-install any removed water lines or piping encountered during this job. The contractor is responsible for any damage made to roads, grass or underground utilities. Any damage by contractor shall be replaced as new at no additional cost to the City. Pre- construction photos or video is strongly encouraged.

### **5.7 Warranty**

The warranty period for equipment and workmanship shall be 18 months after job completion and final acceptance by the city. This warranty will run concurrently with the manufacturer's equipment warranty. Warranty shall not be based on any shipping or purchase date of drive unit.

### **5.8 Silence of Specifications**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

## **ARTICLE 6. Technical Specifications**

*A letter of qualification shall be provided if the manufacturer/bidder is recommending any deviation from the contract specifications. Reasons for such requests shall be fully justified and accompanied with drawings, when appropriate.*

### **6.1 Demolition**

Removal of existing components shall be accomplished in a fashion to NOT affect the center pier. Contractor is to shoot elevations at 4 quadrants of the structure to check center pier and turntable for plumb/level and make necessary adjustments, if needed. Contractor shall be responsible for hauling off all removed salvage material. The City will retain possession of the existing control panel. Contractor is responsible for proper disposal of all salvage material hauled off. City dumpsters are off limits for equipment salvage disposal.

### **6.2 Delivery and Storage**

All freight costs shall be included, no exceptions. Upon delivery to the plant, the contractor shall coordinate the delivery of all equipment, materials and supplies with the delivery service, to ensure that the contractor is present to unload. City personnel will not accept or unload deliveries for the contractor. Stored materials and equipment shall be kept in a manner to protect such materials until installation.

### **6.3 Approved Manufacturers**

The successful Contractor shall replace the existing Clarifier Drive Unit (Envirex H60LT Series Drive) with these manufacturers or approved equal, US Filter Envirex; GL&V/Dorr-Oliver; DBS Manufacturing; Wes-Tech; Enviroqui, Eimco Water Tech.; and Siemens/Evoqua.

### **6.4 Drive Unit**

The replacement drive for the 70 ft. diameter secondary gravity clarifier shall be as follows:

**6.4.1** The drive mechanism shall be completely factory assembled and finish painted and shall consist of a primary gear reduction unit, an intermediate reduction unit, plus a final reduction unit consisting of a pinion and internal gear enclosed in

a turntable base. Include all cage and pier adapters. The drive manufacturer shall field measure existing structures for fabrication of necessary adapters as necessary. All gearing shall be enclosed in gray cast iron ASTM A-48 Class 40B housings. Fabricated steel housings, exposed gearing will not be accepted. New drive must include a dust shield.

6.4.2 The primary reduction unit shall consist of a 3/4 horsepower mill and chemical duty electric motor coupled to a heavy duty worm, helical or helical/worm type gearbox. All bearings shall be anti-friction running in oil and shall have an average B10 life in excess of 100,000 hours. The motor shall conform to NEMA standards and be suitable for operation on 230/460 volt, 3 phase, and 60 Hertz current. (Contractor shall verify motor requirements needed)

6.4.3 The primary reduction unit shall drive an intermediate planetary or worm gear type reduction unit through a drive shaft. The drive shaft shall incorporate a shear pin coupling to provide assurance against overload. The intermediate unit shall be mounted on the top of the final reduction unit and shall be properly registered to maintain accurate centers for the final reduction gear. The B10 life of the intermediate gearbox bearings shall be in excess of 100,000 hours at design operating torque.

6.4.4 The final reduction unit shall consist of a pinion and internal tooth precision gear/bearing assembly enclosed in a housing manufactured of A36 steel plate. All welds shall conform to applicable specifications of the American Welding Society (AWS). After welding, all mounting and mating surfaces shall be machined to ensure proper fit and alignment of drive pinion and mating gear. The base plate on which the gear/bearing is mounted shall be a minimum of 1.13-inch thick. The steel plate to which the intermediate pinion drive gearbox is mounted shall be a minimum of 0.88-inch thick.

6.4.5 The final reduction unit internal tooth gear shall be an integral precision gear bearing as manufactured by Rotec, Inc., Kaydon, Inc., or equal. The gear teeth shall have a core hardness of 250 to 300 BHN, and shall be AGMA Grade 6 or higher. The main gear shall be rated per AGMA standard 2001-C95 for 20-years at continuous design torque at 0.055 RPM. The bearing raceway shall be hardened to 58/60 Rc, precision ground and have a minimum 34.8-inch ball race diameter. The bearing shall have a B10 life in excess of 100 years.

As an acceptable alternative to the previous paragraph, the bearing balls shall bear both vertically and horizontally on four renewable hardened alloy steel race inserts inserted into the housing and internal spur gear. The race liner inserts shall be heat-treated to a hardness no 39-43 Rc to avoid fatigue cracking.

6.4.6 The final reduction pinion gear shall be made of heat-treated alloy steel and shall be mounted on the output shaft of the intermediate reduction gearbox. Pinion gear teeth shall have a core hardness of 300-350 BHN.

6.4.7 All fabricated steel parts, including those that are field fabricated, shall be abrasive blast cleaned to SSPC 10, near white finish. All internal surfaces of fabricated parts shall be coated with one layer of industrial duty epoxy paint. All external surfaces shall be covered with a minimum of two coats of industrial duty epoxy paint to minimum 12 mils DFT.

6.4.8 The torque overload protection device shall be attached to the primary reduction unit and activated by the torque reaction of the primary unit. The overload device shall have two independent switches to energize an alarm circuit when the load on the mechanism approaches overload, and open the motor circuit when overload occurs. The switches shall be enclosed in a NEMA 4X stainless steel housing. Micro-switches shall be factory set to sound alarm when the load on the mechanism reaches 100% of the AGMA rated torque capacity of the drive and stop the motor when the load reaches 120% of AGMA rated torque capacity. The overload device shall also have a 6-inch diameter torque gauge that indicates the output torque of the drive mechanism in ft-lbs. Overload and motor cut off torque settings shall be factory set at the manufacturers recommended settings. Torque testing shall be conducted as part of the startup and/or inspection by factory representative.

6.4.9 The turntable base shall be bolted to the center column and be designed to support the internal gear with the rotating mechanism and Access Bridge. All lubrication shall be totally enclosed with oil bath or grease tube design. Easily

accessible oil fills, oil check and oil drain ports, and condensate drains shall be included and installed. Sight gauge and dipsticks shall be provided and installed for all oil/lubricant chambers on this drive. No obstructions to oil piping or site gauges shall be allowed. Drive unit shall include a low oil shutoff feature. The drive cover inspection plate(s) shall be of the drop-in style and are removable without tools. Contractor is to include and install all lubricants needed for clarifier drive unit operation.

**6.4.10** Drive unit must have serial number plate attached. Identification by part number only will not be accepted. A spare serial number plate shall be provided to treatment plant supervisor prior to installation.

### **6.5 Platform**

An 8 foot by 9 foot (contractor is to verify size) rectangular service platform to provide working clearance around the drive shall be provided and installed. Platform complete with 1 ¼" x 3/16" aluminum grating, 2-rail hand railing consisting of 1 ½" diameter sch. 40 aluminum pipe rails and posts, complete with 4" high toe plate on all sides of the platform. The structure of the platform to be hot dipped galvanized steel. The connection of the platform to the bridge shall be bolted, not welded. All hardware shall be Type 316 stainless steel, no exceptions.

The Contractor is responsible for any modifications needed on the drive end of the existing bridge to accept new service platform.

### **6.6 O & M Manuals**

Installation, Operation and Maintenance Manuals shall be provided prior to delivery of equipment and updated as necessary, during installation. The following shall be provided, as a minimum.

**6.6.1** Three (3) complete, bound copies of the installation, operation and maintenance manual shall be provided, including copies of all applicable warranties.

**6.6.2** Name, Address and phone number of the nearest competent service organization who can supply parts and service. Service organization must be in the Houston area. If this is not the manufacturers own service department, then furnish a letter certifying that the named organization is authorized to represent the manufacturer and to perform warranty service.

**6.6.3** Complete descriptive literature and drawings of all material furnished. This includes "as built" wiring diagrams of all electrical equipment, "as built" erection drawings providing up-to-date information on the actual fabrication and erection of the equipment and documentation of any field modifications made during installation, start-up and testing.

**6.6.4** Installation, operation and maintenance brochures from the original manufacturers of all mechanical components such as valves, pipe couplings, gear reducers, bearings, etc. incorporated into the completed installation.

**6.6.5** All required assembly, installation, alignment, leveling, start-up and testing instructions. All required operating instructions.

**6.6.6** All required maintenance instructions, including routine maintenance and lubrication schedules

### **6.7 Certification Report**

The equipment manufacturer shall provide a field certification report stating that equipment is properly installed and ready for operation. The field certification report shall be based on actual jobsite assessment performed by the manufacturer's representative. Results of electrical load and torque testing shall be included in certification report.

### **6.8 Inspection**

All fabricated equipment shall be carefully inspected at the site of fabrication by factory inspectors and/or Contractor, who shall use whatever means are necessary to assure proper fit of all field connections and compliance with all material requirements of this specification. Final inspection of operational unit shall be conducted by the manufacturer's representative with both the contractor

and City representative present.

#### **6.9 Training**

4 hours of training to be conducted with plant personnel following the installation. Start-up and testing will not be considered training.

#### **6.10 Spare Parts**

Contractor is to provide spare parts as listed below;

- Eight (8) torque shear pins
- Two (2) each spare fuses of each type
- One (1) year quantity of oil and grease for all types required.
- Four (4) spare flood lamps

### **ARTICLE 7. Insurance Requirements**

#### **7.1**

Contractor shall not commence work under this contract until all insurance requirements have been met as presented under this Article and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Contractor is required to maintain, at all times during the performance of the contract, the insurance detailed in the bid specifications (Exhibit B).

### **ARTICLE 8 Proposal Pages**

#### **8.1 Proposal**

Contractor agrees to charge the City as per the pricing proposed, exclusive of any sales tax, as shown on Exhibit A, attached hereto, incorporated by reference herein, and made a part hereof for all purposes. No other charges in addition to those specified in Exhibit A will be allowed without prior written approval of the City.

Remainder of this page left intentionally blank.



**ARTICLE 9 EXECUTION AND ACCEPTANCE PAGES**

Bid execution and acceptance pages follow. Please complete only the Execution page appropriate for your business type.

Remainder of this page intentionally blank.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

8.1 Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_

and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: Environmental Improvements, Inc. (E12)  
(Print or Type)

SIGNATURE OF PRESIDENT\*: M. Lyle Misset  
(Or Authorized Officer) (Signature)

TITLE OF SIGNATORY: \_\_\_\_\_

BUSINESS ADDRESS: 1183 Brittmoore Rd, Ste 100, Houston, TX 77043  
(Print or Type)

\*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: \_\_\_\_\_  
(Corporate Secretary Signature) (Affix Corporate Seal)

State of Texas County of Harris

This instrument was acknowledged before me on this 2nd day of February, 2015 by M. Lyle Misset as President

(or other authorized officer) and \_\_\_\_\_ Secretary of Environmental (Corporation Name).  
Improvements, Inc. (E12)

[Signature]  
Notary Public Signature  
ANGELA [Signature] Secretary of State  
My Commission Expires February 10, 2026  
Commission Expires 2/10/18



8.2 Bid Execution By a Joint Venture

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_

and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: \_\_\_\_\_  
(Print or Type)

JOINT VENTURE ADDRESS: \_\_\_\_\_  
(Print or Type)

SIGNATURE AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: \_\_\_\_\_  
(Signature)

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

ATTEST: \_\_\_\_\_  
(Joint Venture Secretary Signature) (Affix Joint Venture Seal)

OR  
Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or type) \_\_\_\_\_

Joint Venturer Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Joint Venture Name).

\_\_\_\_\_  
Notary Public Signature Commission Expires: \_\_\_\_\_



8.3 Bid Execution By a Partnership

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_,

and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

SIGNATURE AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP (If all General Partners do not sign, indicate authority of signatories by attaching copy of the partnership agreement or other authorizing document):

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or type) \_\_\_\_\_

Partner Signature: (Signature) \_\_\_\_\_

Address: (Print or Type) \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Partnership Name).

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_



8.4 Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, @) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_

and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR:

\_\_\_\_\_  
(SIGNATURE)

DOING BUSINESS AS:

\_\_\_\_\_  
(Print or Type)

Business Address

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_ County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Partnership Name).

\_\_\_\_\_  
Notary Public Signature

Commission Expires: \_\_\_\_\_

(Seal)



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

**Article 10 EXHIBITS**  
Exhibit pages to follow

Remainder of page intentionally blank



EXHIBIT A

Proposal to Sealed Bid #15007 – Clarifier Rehabilitation

Description

Base Bid

Replacement of Secondary Clarifier Drive Unit #3

\$ 78,975.00

Alternate 1

Replacement of Additional Secondary Clarifier Drive Unit #4

\$ 78,975.00

NAME OF FIRM SUBMITTING PROPOSAL:

ENVIRONMENTAL IMP. INC.

SIGNATURE:

[Signature]

TITLE:

SERVICE MANAGER

CONTACT INFORMATION:

TONY FUNK

TELEPHONE:

713-228-7055 SHOP 713-254-9879 CELL

E-MAIL:

TONY@EI2HOU.COM

environmental improvements inc.

PHONE: 713/228-7055  
FAX: 713/228-6713  
CELL: 713/254-9879  
2205 LEE STREET  
HOUSTON, TX 77026  
e-mail: tony@ei2hou.com

TONY FUNK  
Service Manager



**Exhibit B Insurance Requirements**

Contractor shall keep and maintain during the term of this contract, insurance as detailed in this Exhibit. Each policy obtained by the Contractor for work with this Contract, with exception of the Worker's Compensation policy, shall name the City of La Porte as an additional insured, and shall contain waiver of subrogation in favor of the City of La Porte. The coverage and amounts designated are minimum requirements and do not establish limits of the Contractor's liability. Additional coverage may be provided at the Contractor's option and expense.

**General Liability:**

Commercial General Liability	
General Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

**Automobile Liability:**

Combined Single Limit	\$1,000,000.00
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**Excess Liability:**

Umbrella	Each Occurrence	\$1,000,000.00
	Each Aggregate	\$1,000,000.00

**Worker's Compensation:**

A. Definitions:

Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's work on the project has been completed and accepted by the Owner.

Persons providing services on the project - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services include without limitation providing, hauling or delivering equipment or materials, or providing labor, transportation or other services related to the project.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit D-References

References:

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar clean-out projects.

Company Name	Contact	Address	Telephone	E-mail
Company Name	Contact	Address	Telephone	E-mail
Company Name	Contact	Address	Telephone	E-mail
Company Name	Contact	Address	Telephone	E-mail
Company Name	Contact	Address	Telephone	E-mail
SAN JACINTO RIVER AUTHORITY	GREG LUSHBAUGH	2436 SAWDUST RD. THE WOODLANDS TX	281-367-9511	GLUSHBAUGH@SJRA.NET

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Exhibit E

**PAYMENT BOND  
*BID 15007 CLARIFIER REHABILITATION***

STATE OF TEXAS            }  
COUNTY OF HARRIS        }

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
Hereinafter called Principal, and

\_\_\_\_\_

Hereinafter called Surety, are held and firmly bound unto the City of La Porte, hereinafter called  
Owner, in the full and just sum of

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment of  
which well and truly to be made, the said Principal and Surety hereby jointly and severally bind  
ourselves, heir, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, Agreement  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to which contract is  
hereby referred to and made a part hereof as fully and to the same extent as if copied at length  
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the  
prosecution of the work provided for in said contract, then, this obligation shall be void;  
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253  
of the Texas Government Code as amended and all liabilities on this bond shall be determined  
in accordance with the provisions of said Chapter to the same extent as if it were copied at  
length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or  
addition to the terms of the contract, or to the work performed thereunder, or the specifications  
or drawings accompanying the same, shall in anyway effect its obligation on this bond and it  
does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of the contract, or to the work to be performed thereunder.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Exhibit E

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

.....

Exhibit E

1. Corporate principals to provide the following certificates:

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, (name) certify that I am secretary/ \_\_\_\_\_  
(title) of \_\_\_\_\_, (company name) which is named as principal in the  
within foregoing Bond, that \_\_\_\_\_, (name of person executing  
bond) who signed the said Bond on behalf of the principal, was then  
\_\_\_\_\_ (title of person executing bond) of said principal; that I know  
his/her signature and that his/her signature is therefore genuine; and the Bond was duly signed,  
sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

(Corporate Seal - required if a Corporation)

Subscribed and Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

2. Surety shall provide a current power of attorney.
3. Date of Bond and surety power-of-attorney must not be dated prior to date of Agreement.
4. Surety companies executing bonds must appear on the Treasury Departments' most current list (Circular 570 amended) and be authorized to transact business in the State of Texas.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit D-References

References:

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar clean-out projects.

Company Name	Contact	Address	Telephone	E-mail	*
c/o CHELFORD CITY VAN DE WOUW ENG.	NORMAN SCHOLLES	2925 BRUAR PARK SUITE 215 HOUSTON TX 77042			*
CITY OF PORT NECHES	CHUCK THERIOT	P.O. BOX 1758 PORT NECHES TX 77651	409-719-4306		(1)
CITY OF NACOGDOCHES	STEVE CAUDLE	P.O. BOX 635070 NACOGDOCHES TX 75965			(2)
CITY OF LA PORTE	ROBERT BANKS	1301 SOUTH 4TH STREET LA PORTE TEXAS 77571	281-470-8140	RANKS@laporte TX.GOV	(3)
CITY OF TEXAS CITY	CALVIN BREMER	WASTEWATER TREATMENT PLANT 3901 BAY ST. EXT. TEXAS CITY TEXAS 77590	409-643-5961	CBREMER@TEXASCITY-TX.GOV	(4)

\* RE-FURBISHED OR REPLACED 4 OF THE 5 GEAR DRIVES AT CHELFORD CITY RWTF. ALSO PERFORM MAINTENANCE CONTRACT WITH QUARTERLY AND SEM. - ANNUAL INSPECTIONS.

- (1) REMOVED/REPLACED H-40 GEAR DRIVE
- (2) REMOVED/REFURBISHED AND OR REPLACED 2 GEAR DRIVES
- (3) REPLACED 2 EA DRIVES SEVERAL 33 YEARS BACK.
- (4) REFURBISHED 2 EA DRIVES OVER THE LAST FEW YEARS

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

### OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1 Name of person who has a business relationship with local governmental entity.**

NA

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

  
Signature of person doing business with the governmental entity

2-13-15  
Date

Access Report  
 Agency- City of La Porte  
 Bid Number- 15007  
 Bid Title-Clarifier Rehabilitation

Vendor Name	Most Recent Access	Documents
BidClerk	2015-01-30 01:46 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
Pepper Lawson Waterworks, LLC	2015-01-19 07:03 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
AMTEK	2015-01-19 08:19 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
Aziaa Corp	2015-01-21 01:09 PM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
R+B Group, Inc.	2015-01-28 09:54 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
AC Plumbing Supply, Inc.	2015-01-26 11:06 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
Construction Data Company	2015-01-19 09:35 PM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
iSqFt and Houston AC	2015-01-30 02:44 PM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
Perkens WS Corporation	2015-02-02 12:00 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
CDC News	2015-02-02 10:43 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
Hearn Company	2015-02-02 09:04 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
The Blue Book Building & Constr	2015-02-03 01:46 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
ALL-PUMP & EQUIP. CO.	2015-01-15 02:50 PM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
National Works, Inc.	2015-01-28 11:45 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
North America Procurement Cour	2015-01-31 09:15 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
Reed Construction data	2015-01-22 10:10 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf
Tukmol General Contractor	2015-01-17 02:44 AM CST	Bid #15007 Clarifier Rehabilitation Final .pdf

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>March 9, 2015</u>
Requested By: <u>David Mick</u>
Department: <u>Public Works</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>

<b><u>Budget</u></b>
Source of Funds: <u>Motor Pool</u>
Account Number: <u>Various</u>
Amount Budgeted: <u>\$ 87,153.55</u>
Amount Requested: <u>\$ 69,557.44</u>
Budgeted Item: <b>YES</b>

Exhibits: Summary of Vehicle Replacement

Exhibits: BuyBoard & HGAC Quotes

Exhibits \_\_\_\_\_

### **SUMMARY & RECOMMENDATION**

The FY 2015 budget includes funding for the replacement of four 60 HP Tractors, three of which are included with this agenda request. The fourth 60 HP tractor was replaced with a Gator ATV approved at the February 9, 2015 City Council meeting. Parks Department requested a change of one 60 HP tractor upgraded to a 76 HP tractor so to provide additional horse power and improved hydraulics to utilize the tractor for attachments other than a bush hog including an auger, box blade and 4 in 1 reveal unit as a back up to the Lomax unit.

Competitive quotes were received through TASB BuyBoard for purchase of two 60 HP tractors and one 76 HP tractor.

VENDOR	BUDGET ITEM	BUDGETED	BID	USER
Brookside Equipment	2 - Tractors 60 HP	55,269.00	41,201.64	STREET
Wowco	1 - Tractor 60 HP upgrade to 76 HP	31,884.55 <sup>2</sup>	28,355.80	PARKS
	Total	\$ 87,153.55	\$ 69,557.44	

<sup>1</sup> Upgrade to 76 HP @ PTO tractor

<sup>2</sup> 12,692.55 difference in funded cost of downgraded 60 HP to ATV + \$19,192 funded for Parks 80-13 = \$31,884.55.

#### **Action Required by Council:**

Consider approval or other action to award purchase of two - 60 HP tractors (\$41,201.64) to Brookside Equipment and one - 76 HP tractor (\$28,355.80) to Wowco.

#### **Approved for City Council Agenda**

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date



JOHN DEERE

Brookside  
Equipment Sales, Inc.

# Selling Equipment

71-38  
71-57

Quote Id: 10897961      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  
gillespie.gregory@brooksideusa.com

**Total Selling Price**      \$ 58,021.00      \$ 15,458.66 \$ 42,562.34 \$ 42,562.34

## JOHN DEERE (MY2015) 5075E Utility Tractor (57-61 PTO hp)

Contract: TASB\_447-14

Price Effective Date: December 3, 2014

Suggested List \*

\$ 28,021.60

Selling Price \*

\$ 20,600.82

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1754LV	(MY2015) 5075E Utility Tractor (57-61 PTO hp)	2	\$ 27,063.00	26.00	\$ 7,036.38	\$ 20,026.62	\$ 40,053.24
<b>Standard Options - Per Unit</b>							
0409	English Operators Manual and Decal Kit	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1363	9F/3R SyncShuttle Transmission (TSS)	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Operator Station	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valves	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4115	Fixed Draft Links	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5185	16.9-28 In. 6PR R1 Bias	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6020	2 Wheel Drive	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6102	7.50-16 In. 6PR F2 Bias	2	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
LVB25334	Canopy - Standard	2	\$ 583.00	26.00	\$ 151.58	\$ 431.42	\$ 862.84
LVB25332	Canopy Mounting Bracket and Hardware Kit	2	\$ 105.60	26.00	\$ 27.46	\$ 78.14	\$ 156.28
PC11745	Parts Manual (Non-Contract Deere)	2	\$ 130.00	0.00	\$ 0.00	\$ 130.00	\$ 260.00
TM900919	Service Manual (Non-Contract Deere)	2	\$ 140.00	0.00	\$ 0.00	\$ 140.00	\$ 280.00
<b>Dealer Attachments Total</b>			<b>\$ 958.60</b>		<b>\$ 179.04</b>	<b>\$ 779.56</b>	<b>\$ 1,559.12</b>
<b>Suggested Price</b>						<b>\$ 41,612.36</b>	
<b>Additional Discounts</b>							
Multi-unit Discount		2			\$ 205.36	\$ -205.36	\$ -410.72



**JOHN DEERE**

**Brookside**  
Equipment Sales, Inc.

# Selling Equipment

Quote Id: 10897961      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  
gillespie.gregory@brooksideusa.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Additional Discount Total					\$ 205.36	\$ -205.36	\$ -410.72
<b>Total Selling Price</b>			<b>\$ 28,021.60</b>		<b>\$ 7,420.78</b>	<b>\$ 20,600.82</b>	<b>\$ 41,201.64</b>



M8560HF WEB QUOTE #350392

Date: 2/6/2015 11:53:13 AM

- Customer Information -

Unknown, Unknown

City of Laporte

shirley.smith@wowco.com

000000000

WOWCO

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation

3401 Del Amo Blvd.

Torrance, CA 90503

or email NationalAccount\_RFQ@Kubota.com

or call 310-303-7834 or fax 310-370-3846

- Standard Features -

- Custom Options -



Not Available in Nebraska

M Series

M8560HF

2WD TRACTOR W/HYDRAULIC SHUTTLE & ROPS

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model # V3800-CR-TE4  
Common Rail Electronic Fuel Injection  
Electronic Governor Control  
Turbocharged with Wastegate  
4 Cyl - 230 cu. in.  
+ 85 Net Eng. HP  
+ 76 PTO HP  
Interim Tier IV Emission Certified  
Includes EGR Valve  
12V 900 CCA Battery  
Charging Output 45 amps (ROPS)  
Charging Output 60 amps (CAB)  
Charging Output 100 amps (optional)

**POWER TAKE OFF**

Live-Independent Elec./Hyd.  
PTO  
Electro/Hydraulic Engagement  
540 PTO SAE 1 3/8" Six Spline  
540 RPM @ 2205 Eng. RPM  
540/540E @1520 Eng. RPM (Economy) PTO (Opt.)  
540/1000 RPM PTO (Opt.)  
540 RPM @ 2205 Eng. RPM  
1000 RPM @ 2389 Eng. RPM  
1000 Shaft SAE 1 3/8" 21 Spline

**HYDRAULICS / HITCH / DRAWBAR**

Open Center Gear Type  
6.1 gpm Power Steering  
15.9 gpm Remotes / 3 Pt. Hitch @ 2844 psi  
22.0 gpm Total  
Cat II 3-point Hitch  
At lift Point 5510 lbs.  
24" Behind 4630 lbs.  
Note: HD12 / HDC12 Models  
At lift Point 8600 lbs.  
24" Behind 7055 lbs.  
Telescoping Lower Links  
First Remote (SCD) with Self Canceing Detents Standard  
Stabilizers  
Swinging Drawbar

**SAFETY EQUIPMENT**

Flip-Up PTO Shield  
Safety Start Switches  
PTO - OPC (Operator Presence Control, Alarm 10 seconds)  
Electric Key Shut Off  
Hydraulic Wet Disc Brakes  
Transmission  
Parking Lock in Main Shift  
Turn Signals, Safety Flashers  
SMV Sign

**FRONT AXLE**

Hydrostatic Power Steering  
2WD: Tubular Steel Beam  
Adj. (Telescoping) Tread Spacing  
4WD: Bevel Gear  
Cast Iron  
55 degree turning angle  
Planetary Final Drives  
Limited Slip Differential  
Adj. (Rim) Tread Spacing  
Wide Row Kit Optional

**ROPS MODEL**

2-Post Foldable ROPS  
Retractable Seat Belt

**CAB (Ultra Grand Cab)**

Integral Factory ROPS Certified  
Retractable Seat Belt  
Flat Deck  
Grammer Deluxe Seat with Armrests (Air Ride Optional)  
Tinted Glass  
Dual Level Air Conditioning & Heater  
Electric A/C Controls  
Front Wiper w/Washer - 2 Speed  
Radio Ready, includes 2-speakers, antenna, and wiring harness.  
Left & Right Side Exterior Mirrors  
2 - Front Work Lights  
2 - Rear Work Lights  
2 Doors, Frameless all glass  
Left & Right Side Steps  
Sun Visor  
Tilt Steering Wheel  
Interior Dome Light  
Accessory Plug 12V - 15 Amp  
3 Pin 12V-30 Amp Monitor Coupler  
Hard Mount location right center post  
Cup Holder  
Ashtray  
Hom

**DRIVE TRAIN**

Eight Speed Models  
Four Speed Fully Synchronized  
8F/8R Speeds Hydraulic shuttle  
Twelve Speed Models  
HD12/HDC12 Models  
Six Speed Fully Synchronized  
12F/12R Speeds with Hydraulic Shuttle  
12TH Gear Overdrive maximum engine RPM 2080, increases fuel economy  
Planetary Final Drives  
Rear Diff. Lock (ALL)  
Creep Speed: Cassette Type option

**FLUID CAPACITY**

Fuel Tank (ROPS) 23.8 gal.  
Fuel Tank (Cab) 29.1 gal.  
Cooling System 9.5 qts.  
Crankcase 11.3 qts.

M8560HF Base Price: \$33,127.00

(1) 2ND POSITION LEVER KIT \$140.00  
M7668-2ND POSITION LEVER KIT

(1) HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE \$684.00

M7605-HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE

Configured Price: \$33,951.00

BUY BOARD GM # 447-1 Discount: (\$6,790.20)

BUY BOARD GM # 447-1 Price: \$27,160.80

Factory Assembly: \$250.00

Dealer Assembly: \$130.00

Freight Cost: \$445.00

PDI: \$250.00

Parts Manual (DS) \$45.00

Service Manual (DS) \$75.00

Final Sales Price: \$28,355.80

Transmission and  
Hydraulics 14.25 gal.  
Front Axle (4WD) 10.0 qts.

**LIGHTING**  
2 Headlights  
2 Grill side lights  
2 Tail lights  
2 Hazard Flasher Lights with  
Turn Signals (ROPS)  
4 Hazard Flasher Lights with  
Turn  
Signals (CAB)  
7 Pin Electrical Trailer  
Connector

**INSTRUMENTS**  
Tachometer/Hour meter  
Oil Pressure  
Fuel Gauge  
Coolant Temperature

+ Manufacturer estimate.

**SELECTED TIRES**

AMXR8789 & AMR8521 AG TURF TIRES

FRONT - 9.5L-15 F2 BKT Pro Rib

REAR - 18.4-26 R3 Firestone All Non Skid (ANS0 19mm holes)

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.87.52.98

**CITY OF LA PORTE  
SUMMARY OF VEHICLE REPLACEMENTS  
FISCAL YEAR 2014-15**

Account Number	Amount	Unit	Description
009-5050-522-8050	\$ 31,140	50-01	2005 Ford Explorer
* 009-5051-522-8050	424,730	51-32	1994 KME Fire Pumper
009-5051-522-8050	46,676	51-19	2002 Ford F250 4WD Crew Cab
009-5059-522-8050	72,500	59-30	2009 F450 AMB Cab & Chasis
009-5253-521-8050	35,125	53-11	2009 Ford Police Interceptor
009-5253-521-8050	35,125	53-16	2010 Ford Police Interceptor
009-5253-521-8050	35,125	53-53	2006 Ford Police Interceptor
009-5256-521-8050	20,796	56-18	2007 Chevy Sedan
009-5256-521-8050	20,796	56-19	2007 Chevy Sedan
009-5256-521-8050	35,125	56-68	2008 Chevy Impala Interceptor
009-5258-521-8050	35,125	58-40	2007 Chevy Sedan
009-6049-551-8050	32,609	49-16	2010 Greens Mower
009-6049-551-8050	28,792	49-42	2009 Three Gang Mower
009-6049-551-8050	28,792	49-43	2009 Three Gang Mower
009-6054-510-8050	34,027	54-01	2006 Ford F250 Pickup
009-6147-515-8050	17,525	47-01	2005 Ford F150 Pickup
009-7070-531-8050	32,319	70-03	2003 Chevy S10 Blazer
009-7071-531-8050	109,631	71-27	2001 Freightliner 6YD Dump
009-7071-531-8050	145,664	71-28	1996 Case Wheel Loader
009-7071-531-8050	26,259	71-38✓	2004 John Deere 5320 Tractor
009-7071-531-8050	135,915	71-49	2003 Intl. Pothole Patch Truck
009-7071-531-8050	292,967	71-54	2002 Gradall Excavator
009-7071-531-8050	29,010	71-57✓	2003 Ford 55 HP Tractor
009-7072-532-8050	97,155	72-04	2004 Ford 25YD Trach
009-7077-533-8050	32,206	77-5:	2003 75HP Tractor
009-7084-533-8050	17,559	84-23	2006 Chevy Half Ton Pickup
009-8080-552-8050	<del>6,459.45</del> 19,192	80-01	<del>2001 John Deere 790 Tractor</del> ATV
009-8080-552-8050	<del>31,884.55</del> 19,192	80-13✓	2001 John Deere 790 Tractor
009-8080-552-8050	33,690	80-42	2003 Ford F350 Crew Cap
009-8080-552-8050	17,559	80-54	2006 Ford F150 Pickup
009-8082-551-8050	39,665	82-10	2004 Ford Econoline Van
	<b>\$ 1,981,991</b>		

\* 51-32 unit was ordered in October 2013

## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: March 9, 2015 Appropriation  
Requested By: Traci Leach Source of Funds: General Fund CIP  
Department: Administration Account Number: \_\_\_\_\_  
Report:  Resolution:  Ordinance:  Amount Budgeted: 20,000  
Other:  Amount Requested: 5,000  
**Attachments :** Budgeted Item:  YES  NO

### 1. Pool Renovation Quote

---

#### SUMMARY & RECOMMENDATIONS

As part of the FY 2015 budget, the Council approved funding for Community Co-op projects, where the City would partner with HOAs and other neighborhood groups to complete small beautification and quality of life projects. A total of \$20,000 was budgeted with a maximum City contribution per project of \$5,000. All projects would be considered on a first come, first served basis. At this time, staff is working with several groups on potential projects and the Shady River HOA project is the first for the year that is ready for Council consideration.

Shady River HOA has obtained a quote for a major pool renovation of the neighborhood pool. The total project cost is estimated to be \$105,465. The HOA is asking for the City to contribute \$5,000, the maximum available for the project.

As this would **not** be an addition to a City-owned and maintained facility, the on-going maintenance responsibility would lie with the Shady River HOA.

---

#### **Action Required of Council:**

Consider approval or other action regarding approval of a community cooperation project with Shady River HOA for pool renovation with a total City contribution of \$5,000.

---

**Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

RECEIVED

JAN 26 2015

CITY MANAGER'S  
OFFICE

To: Tracy Beach

From: DAN Rager  
Shady River

Blue Haven Pools  
SHADY RIVERS COMMUNITY POOL  
(Remodel)

12/09/2014

**BASIC POOL**

- Dimensions: 71' x 75'
- Perimeter: 312
- Surface Area: 3996 sq. ft.
- Water Depths: 3' x 4'6" x 3'

**BLUE HAVEN TO PROVIDE THE FOLLOWING**

- Construction/Design Drawings
- Steel reinforcing per Blue Haven engineering standards
- Quality controlled dry mix gunite with a minimum of 4,500 psi
- Schedule 40 PVC plumbing according to Blue Haven standards
- Waterline Tile: (\$5.00 Sq. Ft. Allowance)
- Start-up instructions including commercial maintenance equipment

**DEMO**

- Remove pool decking & haul off
- Remove tile, coping, and black tile lanes
- Remove Kiddy Pool
- Remove deck electrical J boxes
- Remove (7) Skimmers and (2) Main drains

**PLUMBING**

Install:

- (7) New Skimmers
- (18) Returns
- (2) New Main Drains

## ELECTRICAL

Install:

- New Pool Lights
- GFCI Breakers in panel
- Bonding wire

## TILE & COPING

Install:

- White precast or Brick Coping
- 6" Tile w/depth markers (\$5.00 sq. ft. allowance)
- Toe tile on all steps

## DECKING

Install:

- All new decking, same size & shape as existing concrete topped with textured spray deck (choice of color)
- 4" concrete #3 rebar 18" o.c.
- Deck depth markers (per code)
- (1) Hoyer Handicap lift anchor (anchor only)

## STEEL

#4 8" o.c.

## GUNITE

4500 psi mix  
Raise deep end of pool from 13' to 4'6"  
Cavity to be gravel or crushed concrete compacted  
Add (1) set of steps at new shallow end

## PLASTER

White Marcite w/ bondcote

## START UP

Balance water chemicals  
(4) New Handrails at steps

BLUE HAVEN STANDARDS MEET OR EXCEED ALL CITY,  
STATE, AND A.N.S.I. CODES.

## INSURANCE

\$2,000,000 GL and umbrella includes blanket additional insured & Full WC  
coverage.

## TIME IN BUSINESS

Blue Haven has been in existence since 1954 and has installed more than 250,000  
pools.

## INCLUSIONS

(4) Hand rails .....	INC
(7) Skimmers.....	INC
(2) Main Drains (Virginia Graeme Baker Compliant).....	INC
White Pre-Cast or Brick coping.....	INC
Tile depth markers for pool.....	INC

Commercial maintenance kit.....	INC
(1) Lift anchor.....(anchor only).....	INC
(18) Returns.....	INC
Steps per plan.....	INC
(2) Volleyball pole anchors.. 1 in pool bottom, 1 in deck.....	INC
Volley Ball poles.....	INC
Automatic water leveler system.....	INC

POOL PRICE:                    \$105,465.00

Option:

1. Chair lift by SR Smith Splash Series with access key will be an additional price of \$5,297.00.

**GENERAL EXCLUSIONS**

- A. Structural vault & waterproofing of vault
- B. Testing of all concrete
- C. Temperature controlled concrete (heating and cooling of concrete)
- D. All concrete sidewalks connected to pool deck
- E. All landscape & landscape drains
- F. Utility location, relocation, removal or adjustments
- G. Street and lane closures
- H. Traffic control
- I. All electrical service to pool equipment including subpanel
- J. Fence around pool deck
- K. Bench mark and points for pool & equipment pad
- L. Backfilling of pool walls, pool deck
- M. Water for filling pool
- N. Water supply to pool miser (auto-fill)
- O. Gravity drain lines beyond pool equipment room
- P. Arbors, wood trellis, umbrellas around pool
- Q. Planters in pool deck area

- R. Shower @ pool
- S. Pool vault drain
- T. Reroutes
- U. Lifts, cranes & access to pool provided by G.C.
- V. Gas connection & venting for pool heater
- W. P-trap or RPZ
- X. Drains to trench pipe
- Y. Grass
- Z. Pool Equipment
- AA. Black Tile Lanes

Submitted by: Ken Staton / President of BHPools North

All material is guaranteed to be as specified. All work to be completed in workman-like manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

We propose to hereby furnish material and labor - complete in accordance with above specifications, for the sum of :

ONE HUNDRED FIVE THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS \$105,465.00

\*\*Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Payment to be made as follows:

30% @ Demo (\$31,639.50) 30% @ Tile/Coping (\$31,639.50) 30% @ Decking (\$31,639.50) 10% Upon Completion (\$ 10,546.50)

NOTE: This Proposal may be withdrawn by Blue Haven if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above.

Authorized Signature:

Date Accepted:

Signature:

---

Signature:

## REQUEST FOR CITY COUNCIL AGENDA ITEM

<b>Agenda Date Requested</b> <u>March 9, 2015</u>	<b><u>Appropriation</u></b>
<b>Requested By</b> <u>Patrice Fogarty</u>	<b>Source of Funds:</b> <u>N/A</u>
<b>Department:</b> <u>City Secretary</u>	<b>Account Number:</b> _____
<b>Report</b> <input checked="" type="checkbox"/> <b>Resolution:</b> _____ <b>Ordinance:</b> _____	<b>Amount Budgeted:</b> _____
<b>Exhibits:</b> <u>Report</u>	<b>Amount Requested:</b> _____
<b>Exhibits:</b> _____	<b>Budgeted Item:</b> YES    NO

### SUMMARY & RECOMMENDATION

Regarding the Drainage and Flooding Committee, the Committee is made up entirely of councilmembers, and consists of four members and an alternate. There are no specified terms. The committee elects the chair and vice chair among themselves. This Committee last met on January 16, 2012. A meeting is planned for March 30, 2015.

There is a vacancy in the member category. Councilmember Martin is currently the alternate, and he has expressed interest in moving up to member status. If Councilmember Martin moves up to member status, there will be a vacancy in the alternate position.

Chairman	Vacant
Vice Chairman	Mike Clausen
Member	Chuck Engelken
Member	Daryl Leonard
Alternate	Jay Martin

---

#### **Action Required by Council:**

Discussion or other action appointing a councilmember to fill the member vacancy on the Drainage and Flooding Committee. If Councilmember Martin is appointed to fill the member vacancy, consider appointing a councilmember to fill the alternate vacancy.

#### **Approved for City Council Agenda**

---

**Corby D. Alexander, City Manager**

---

**Date**

## REQUEST FOR LA PORTE CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>9 March 2015</u>
Requested By: <u>Scott D. Livingston</u>
Department: <del>Administration/Economic Development</del>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>

<u>Budget</u>	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	YES    NO

Exhibit: Annual Report of the Houston Port Region Economic Alliance

Exhibit: 2014 - 2015 Annual Report - Detailed

---

### SUMMARY & RECOMMENDATION

Chad Burke, President/CEO of the Houston Port Region Economic Alliance will be prepared to present and discuss the Economic Alliance's 2014 - 2015 Annual Report.

---

**Action Required by the La Porte City Council:**

None

---

**Approved for the La Porte City Council Agenda**

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date



# City of La Porte

ANNUAL PRESENTATION

HOUSTON PORT REGION

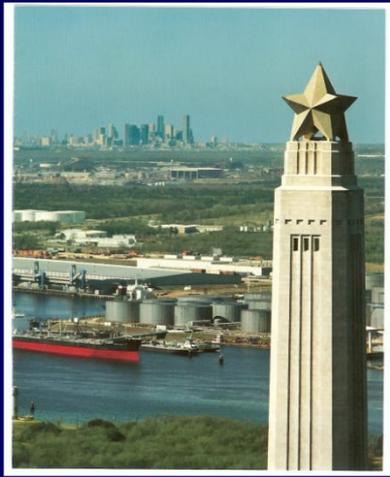
ECONOMIC DEVELOPMENT ACTIVITIES

March 9, 2015

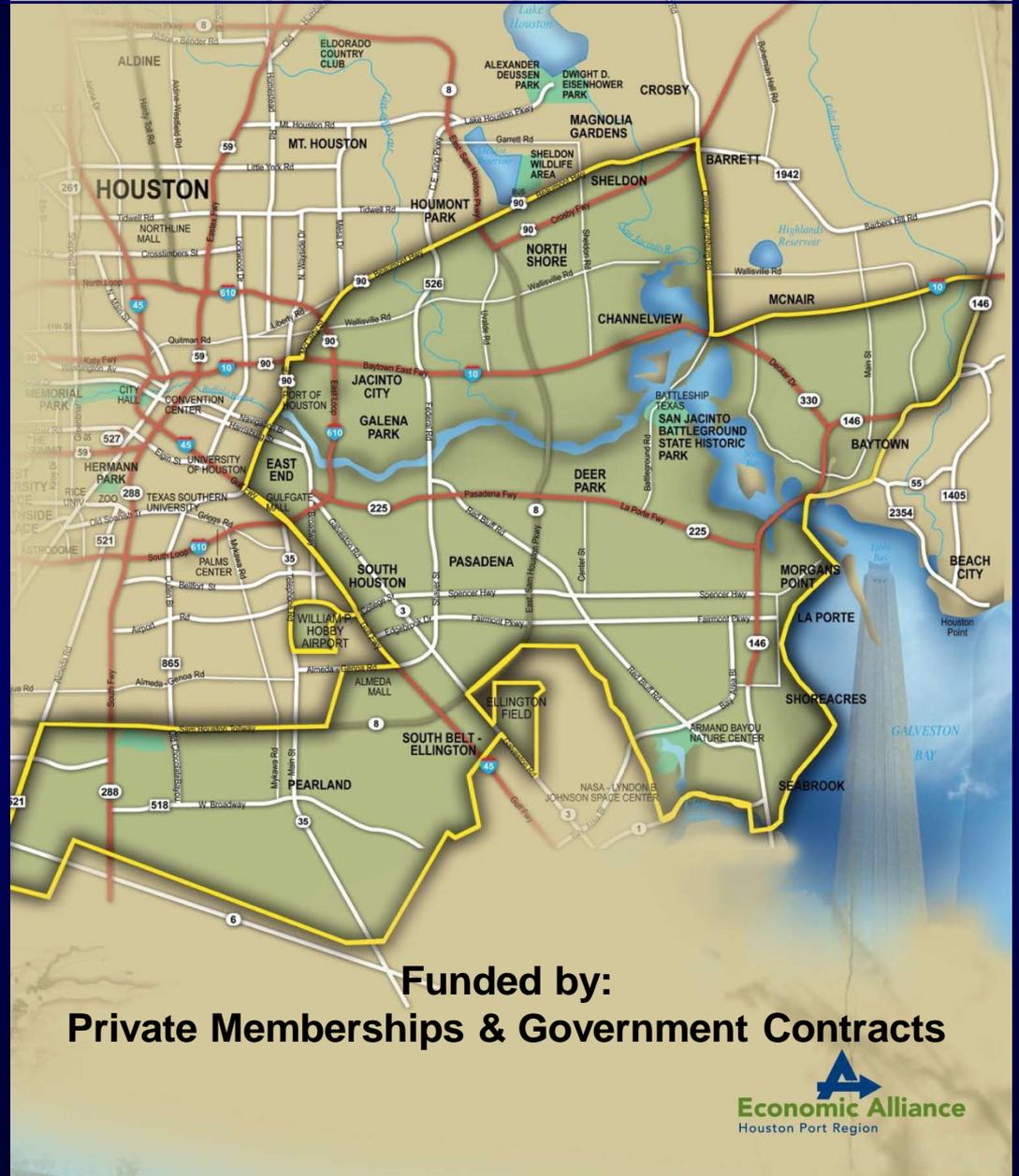
Chad Burke, President/CEO



# Economic Alliance Houston Port Region exists to market and grow a vibrant regional economy



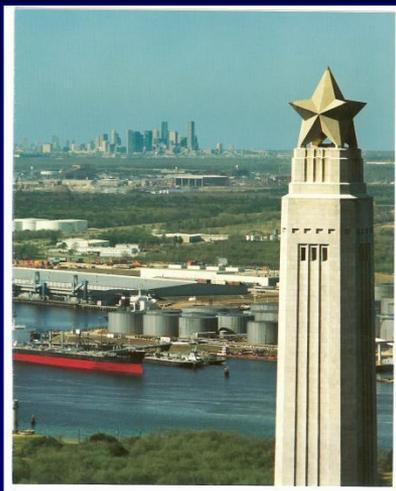
# 17 Communities Represented



- City of Baytown
- Channelview Community
- Highlands-Lynchburg
- City of Deer Park
- City of Galena Park
- City of Jacinto City
- City of Shoreacres
- City of La Porte
- City of Morgan's Point
- East End Community (Chamber)
- North Shore Community
- City of Pearland
- City of Pasadena
- City of Seabrook
- Community of Sheldon
- Community of South Belt-Ellington
- City of South Houston

**Funded by:**  
**Private Memberships & Government Contracts**





# A Regional Partnership



Eleven Chambers of Commerce  
Lee Community College  
San Jacinto Community College  
University of Houston – Clear Lake  
Nine School Districts  
>200 Private Companies  
Harris County  
Port of Houston Authority

**Funded by:**  
**Private Memberships & Government Contracts**





## Business Development

Activities to create an environment that encourages new business development and expansion of existing business



## Our Members and Cities participate in:

- New Business Development Task Force
- Public Policy Task Force
- Business Growth Committee
- Workforce Development Committee
- Regional Mayor's Advisory Group
- Quality of Life Task Force & SJTHD
- Transportation Task Force

# What is the Houston Port Region & Why is it important?



- Largest Petrochemical complex in the US
  - ✓ 2<sup>nd</sup> only to Rotterdam
  - ✓ Producers almost ¼ of the nations fuel
- #1 Import tonnage Port in the US
- #1 Export tonnage Port in the US
- #1 Foreign tonnage Port in the US
- #2 Total tonnage Port in the US
- #1 Container Port on the Gulf Coast

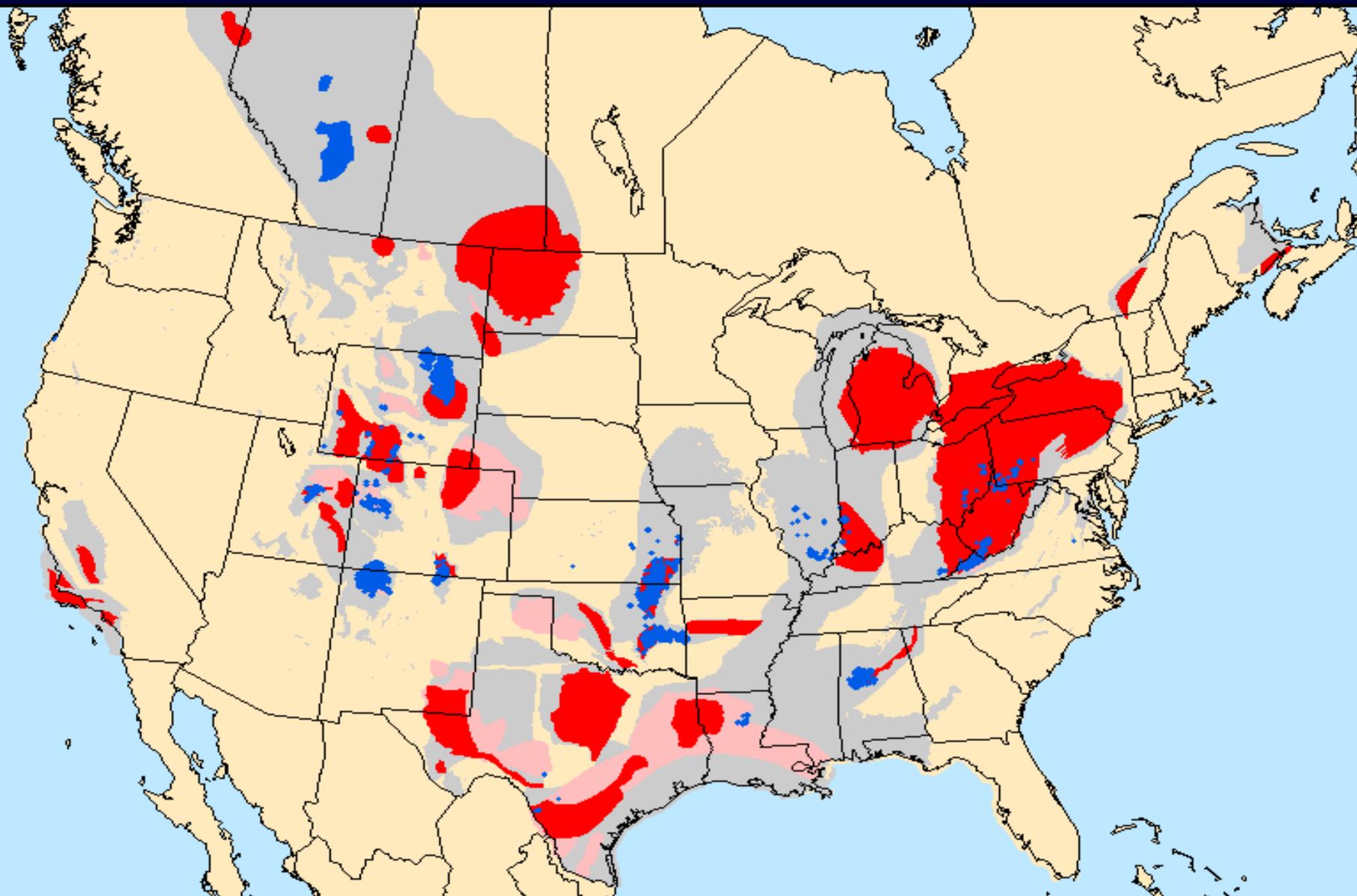
# We possess Tremendous Domestic Energy Resources



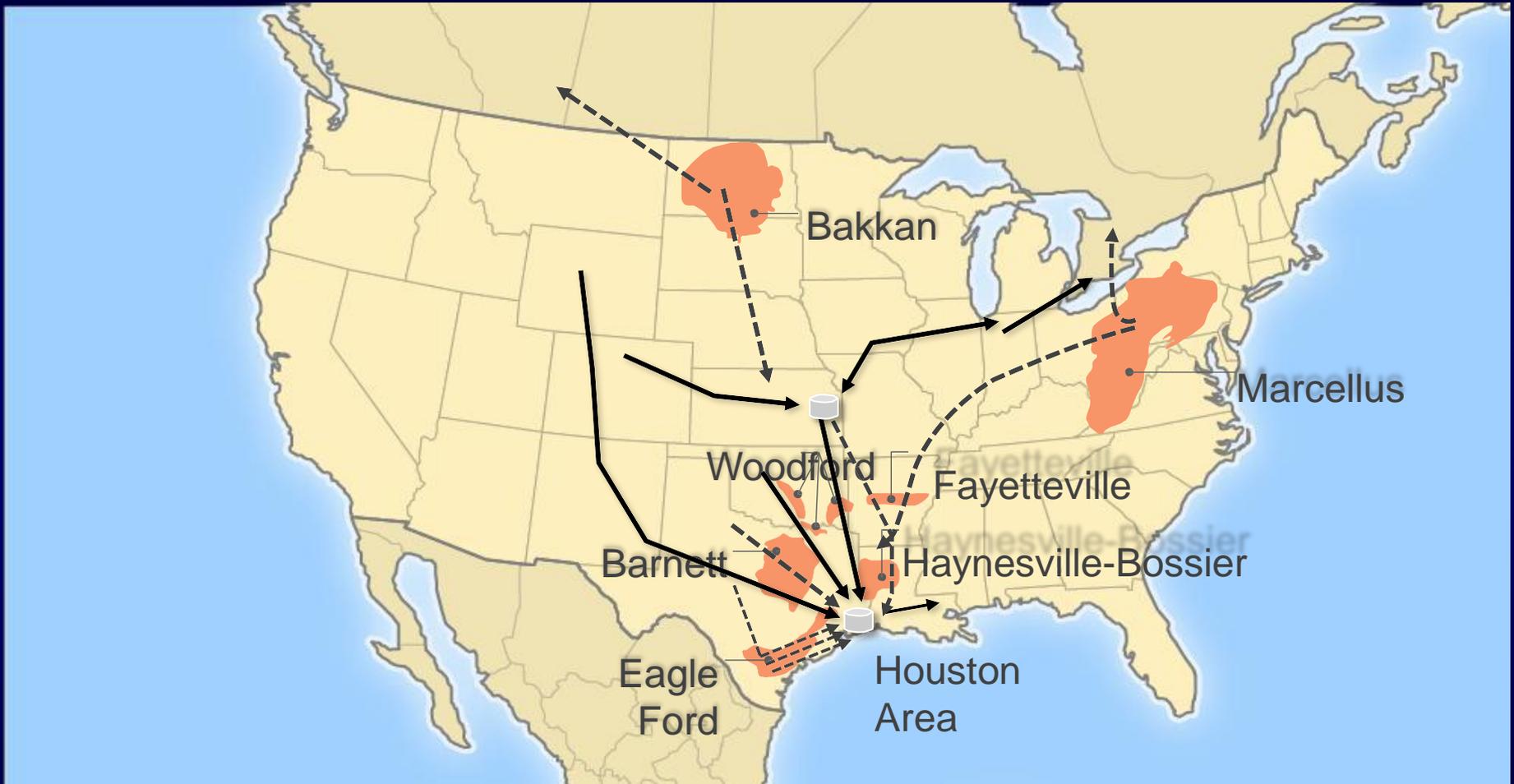
- **Technically Recoverable Resources**
  - 120 years of Nat Gas
  - 206 Years of Oil
  - 464 years of Coal
  
- **In-place Resources**
  - 586 years of Nat Gas
  - 536 years of oil
  - 9,844 years of coal

Institute for Energy Research Analysis of U.S. Government Data

# U.S. Shale Gas Abundant

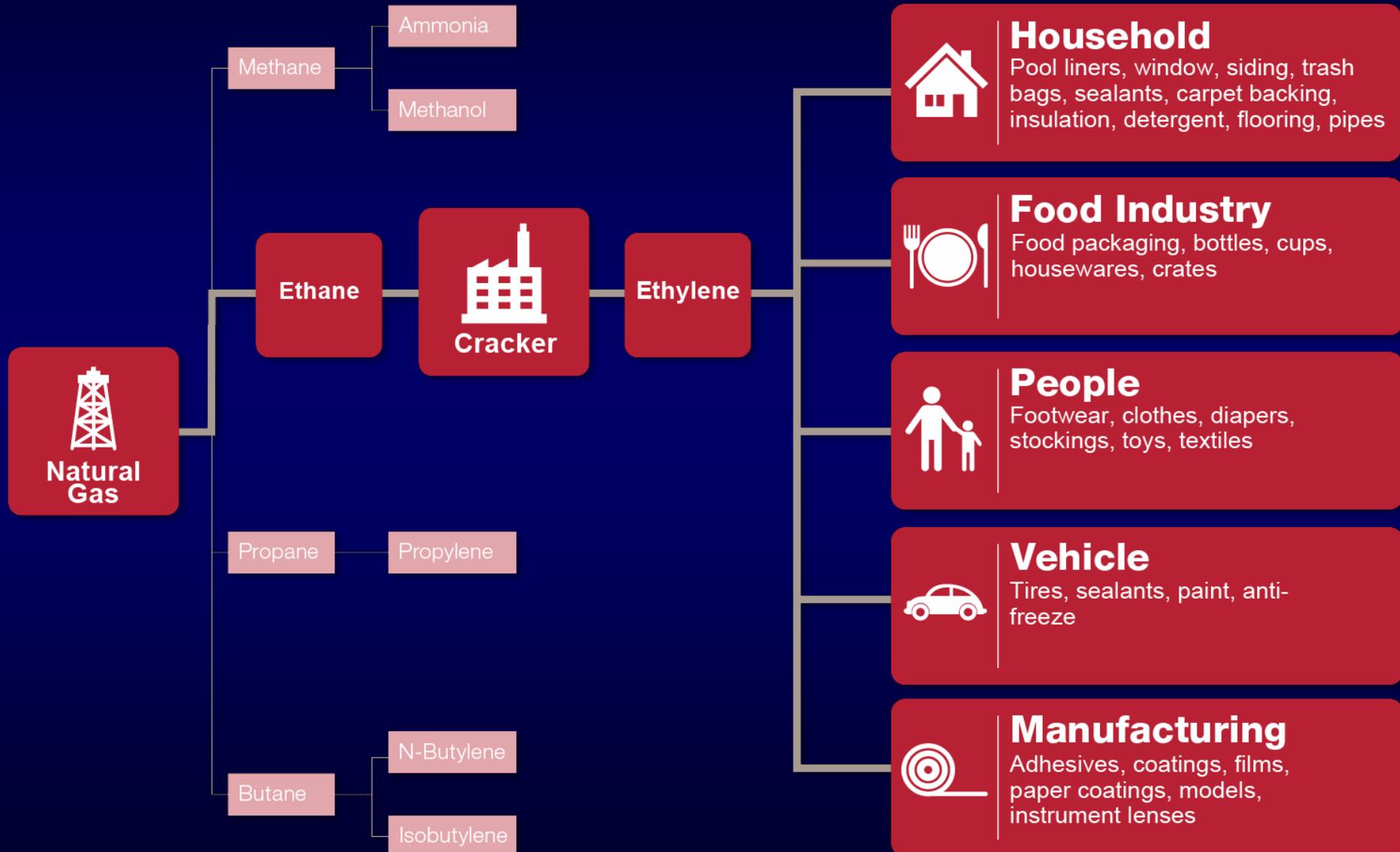


# Expansive Supply Infrastructure



— Existing/Expanding  
- - - Probable - New

# Turning Natural Gas into Consumer Products





## Shale gas production projects domestically:

- **215 projects / cap investment of \$133 billion**  
(up from 97 projects / \$71.7 billion in 3/2013)
- 62% is foreign direct investment
- U.S. is now the leading global producer of natural gas liquids (ethane, propane, butane)



**\$35**

**Projected Investment 2012-2015**

**\$800  
Million**

**Tax**

**s**

**\$12.3  
Billion**

**Labo**

**r**

**111,700  
Construction Jobs\***

**154,100  
Induced  
& Indirect  
Jobs\***

*\*Estimated by Martin Associates*



## Business Development Projects - Jobs & Capital

Chairman: Randy Drake – Drake Enterprises

### 2015 Economic Alliance Active Projects:

- 31 projects, 900 Jobs, \$3.7B in Cap Investment

### 2014 YTD = 5 Wins:

- 225 Jobs, \$1.7B in Cap Investment



## Workforce Development Committee:

Chairman: Dr. Allatia Harris, San Jacinto College

- 11 School Districts (including HISD)
- Lee & San Jacinto Community Colleges
- PHA, & EHCMA (133 refining & petrochemical plants in the region)
- Member companies interested in skilled workforce



## Workforce Development Objectives:

1. Regional coordination of programs and stakeholders
2. **Creating a marketing program for students, teachers, counselors and parents to expose career paths, jobs and opportunities to all**
3. Inventory of jobs/careers available and qualifications and requirements for employability

# Workforce Development Materials:

## Targeting Four Sectors of Demand:



### CAREERS IN LOGISTICS

High earning potential with or without a college degree.

### Careers in Manufacturing

High Earning Potential  
Right Out of High School!

What Are We Making  
in East Harris County?



Jobs. Our member companies contribute \$12 billion to the Greater Houston economy every year.

This is the Right Time, Right Place!

www.EHCNA.org

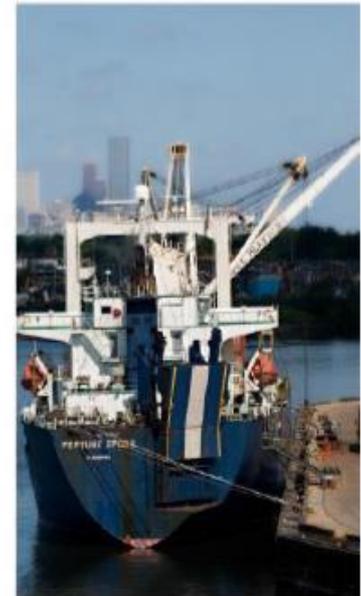
East Harris County | Making Good.  
MANUFACTURING ASSOCIATION

Why  
Construction?  
**To Build  
Your Future!**



**CMEF**  
CONSTRUCTION & MAINTENANCE  
EDUCATION FOUNDATION

281.478.3900



### CAREERS IN MARITIME

High earning potential with or without a college degree.

# Workforce Development Materials:

## Careers

- ◆ Process Operators
- ◆ Instrument Technicians
- ◆ Electrician
- ◆ Analyzer Techs
- ◆ Millwrights
- ◆ Pipefitter
- ◆ Welders
- ◆ Crane & Rigging
- ◆ Scaffold Builders
- ◆ Lab Technicians
- ◆ Draftsmen
- ◆ EHS Technicians
- ◆ Pipe Inspectors
- ◆ Refrigeration & Heating Techs



## Salaries - Benefits

- \* Highly Competitive Salaries
- \* Financial Aid for Continuing Education
- \* Flexible Work Schedules
- \* Medical/Dental Insurance
- \* Retirement Savings
- \* Paid Holidays
- \* Vacation
- \* Employee Assistance Programs
- \* Overtime Opportunities



## What We are Looking for

- ⇒ Education
- ⇒ Mechanical Aptitude
- ⇒ Math and Science Skills
- ⇒ Drug Free
- ⇒ Willing to Work Hard
- ⇒ Eager and Willing to Learn
- ⇒ Communication Skills
- ⇒ Professional Appearance
- ⇒ Pass Background Checks
- ⇒ Teamwork / Respect
- ⇒ On Time Attitude
- ⇒ Safety Minded



# Speakers Bureau

> 40 presentations throughout the region in 2014 to ISD's and community groups



# Speakers Bureau

Industry & CC's to Students & under-employed





## Business Growth

Chairman: Steve Cote, City of Pasadena Councilman

- **Procurement Networking Breakfasts**
  - Public Entities (Spring)
  - Petrochemical Industry (Fall)
- **Business Growth Luncheons**
  - Wetlands Mitigation Banking
  - “Best Kept Secrets” Raising Capital



Spring 2014 Procurement  
Networking Breakfast Panel

March 2014 Business Update  
Luncheon





## 2014 DC Trip





## 2015 TX Legislative Kickoff Luncheon





2014

# Petrochemical & Maritime Outlook Conference



**September 4, 2014** from 7:00 a.m. to 3:00 p.m.  
**Pasadena Convention Center**

7902 Fairmont Parkway | Pasadena, TX 77507

### Featured Speakers

- Janiece Longoria, Chairman, Port of Houston Authority*
- John Comyn, U.S. Senator*
- Dr. Bryan W. Shaw, Chairman, TCEQ*
- Silvia deMarucci, Executive VP, Panama Canal Authority*
- Lori Ryerkerk, Executive VP, Global Manufacturing, Shell Oil Company*

### Congressional Update

- Congressman Gene Green
- Congressman Randy Weber

### Petrochemical Panel

*(Moderated by Dennis Winkler)*

- Todd Monette, LyondellBasell
- Hector Rivero, Texas Chemical Council
- Alec Dobson, Braskem
- Steve Skarke, Kaneko North America, LLC

### Transportation & Logistics Panel

*(Moderated by Harris County Port Commissioner Jack Mormon)*

- Tom Marian, Buffalo Marine Service, Inc.
- Jeff Norwood, Port Terminal Railroad Association
- Lawrence Waldron, Vopak
- Matt Woodruff, Kirby Corporation

Scan here to register



### Presenting Sponsor



### Gold Sponsors



### Silver Sponsors



Customized Legislative SOLUTIONS



Banking and Financial Solutions

East Harris County MANUFACTURERS ASSOCIATION  
*Making Good.*

### Bronze Sponsors

- Air Products
- Amegy Bank of Texas
- AT&T
- BJ Superior, Inc.
- Brown & Goy Engineers, Inc.
- Dimension Energy Services
- Gexa Energy
- Culf Winds International, Inc.

- Houston Area Safety Council
- Meador Staffing Services, Inc.
- Neighborhood Centers
- Texas Industrial Medical
- Tolunay-Wong Engineers, Inc.
- Vopak
- West Gulf Maritime Association

Registration and sponsorship information available at: [www.allianceportregion.com/pmoc](http://www.allianceportregion.com/pmoc).

(A 3% processing fee will be added to online payments. All cancellations and requests for refunds must be received by Friday, August 29th.)



# Economic Alliance Houston Port Region exists to market and grow a vibrant regional economy



# Thank you



[Chad@allianceportregion.com](mailto:Chad@allianceportregion.com)  
[www.allianceportregion.com](http://www.allianceportregion.com)

@EconAlliance

twitter 

 Like

**Linked in**

**You  
Tube**



**Annual Report of Economic Development Activities  
City of La Porte  
Year End June 30, 2015**



## **REPORT TABLE OF CONTENTS**

The Board of Directors and members of the Economic Alliance Houston Port Region are privileged to serve the City of La Porte. Contents of this services report include:

### **Part 1 - Executive Summary – Key Highlights - Pages 3-5**

This summary captures key activities performed by the Economic Alliance for the report period.

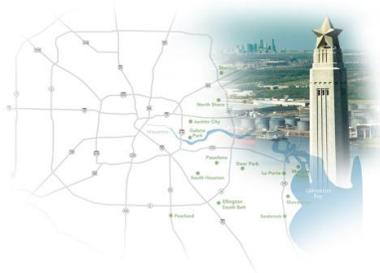
### **Part 2 - Project/Leads Report - Pages 6-8**

This section provides a status report of projects/leads that are wins facilitated by the Economic Alliance Houston Port Region. The projects are displayed in a table format with the most recently identified projects/leads listed first. Format headings help the user identify key project elements, such as the prospect's general targeted geographic location.

### **Part 3 – More Detailed Sampling of Services - Page 9-37**

This section is provided to augment the Executive Summary and provides other details or samples of services performed during the report period.

### **Part 4 – 2013 Economic Alliance Annual Members Report**



## Part 1 - EXECUTIVE SUMMARY – KEY HIGHLIGHTS



### **Toured the Houston Port Region with the Ambassador of Norway and the Ambassador of Korea**

- The Economic Alliance toured companies in the Houston Ship Channel Region and Bayport Terminal. Dr. Sallie Kay Janes and Capt. Mitch Schacter of San Jacinto College Maritime Center showed the Ambassadors the simulator and spoke about training students for the maritime industry. Karen Gregory, Chairman of the Board, Economic Alliance, and Randy Drake, The Drake Companies, were tour guides.



### **Meeting with State Representative Mary Ann Perez – State ED Incentives**

- The Economic Alliance staff met with State Representative Mary Ann Perez to discuss state level economic development incentives. Representative Perez sits on the House Economic Development Committee that will be reviewing incentives in the next legislative session. The EA surveyed its member cities and industries on which programs were productive and what changes need to be made.



### **Meeting with Praxair and Scott Livingston, City of La Porte, about Expansion Plans**

- Marie McDermott met with Greg Sweeney, Praxair, and Scott Livingston about expansion plans. The firm is talking about pipelines and site plans. They wanted details on power, water and incentives. One aspect of the incentive is the Industrial District Agreement in La Porte.



### **Mayors Advisory Council Meeting**

- The Economic Alliance hosted the Port Region Mayors Advisory Council meeting. In attendance were mayors from the 11 cities in the region, Harris County Pct. 2 Commissioner Jack Morman, Leadership from San Jacinto and Lee Community Colleges, State Senator Larry Taylor and State Representative Mary Ann Perez. Purpose of the meeting was to gather information and issues that need to be pursued during the 2015 State Legislative Session on behalf of the Houston Port Region.



### **2014 Petrochemical & Maritime Outlook Conference**

- The Economic Alliance held its' fifth annual Petrochemical & Maritime Outlook Conference in the Pasadena Convention Center on September 4th. More than 650 representatives from business, industry, government and education heard presentations and panels discuss the impact of today's economic revival in the Houston Port Region.



### **M.V. Sam Houston Tour of Ship Channel for EHCMA Workforce Development Committee**

- The Economic Alliance organized a tour of the Houston Ship Channel on the M.V. Sam Houston for the Workforce Development Committee of EHCMA. The committee conducted regular business as well as learned about the activity happening in industry along the channel.



### **Gulf Coast Natural Gas Initiative Conference & Workshop**

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

- Chad Burke provided a group of about 100 an economic update and forecast for the Houston Port Region's. This conference was hosted at Brady's Landing by the Gulf Coast Natural Gas Coalition in an effort to raise awareness of the environmental and economic benefits of converting commercial fleets to natural gas. Additional speakers included; State Representative Jason Isaac, Port of Houston Executive Director Roger Guenther, OEM's: Cummins Jorge Gonzales, Westport Randy Russell, Parkway Heather Oglesby, Nat-G Balu Balagopal, and Port of Houston Chairman Janiece Longoria.



Met with Greater Houston Partnership and Project Pelican, a Korean firm

- The company is looking for a site of \$100 million steel pipe manufacturing facility in Harris County. They are seeking 100 acres to construct a 330,000 square foot production unit and create 150 -200 jobs. The Korean firm visited six sites. The 228 site was on Beaumont Highway.

**Part 2 - PROJECT/LEADS WINS REPORT**

Below is the Project Summary currently being worked in 2013 by the New Business Development Task Force of the Economic Alliance. This Committee meets bi-monthly to hear updates on this project list.

Project Name	Target Industry	Location	Number of Est. Jobs	Capital Investment (\$1mm)	Level: Lead/ Prospect/ Win/ Dead	Date Last Updated	Comments
Project Corn	Logistics	P			Prospect	8/29/2014	A facility that wants to repurpose the site and have logistics be the key. A prospect was interested in the property.
Project Parker	Hospitality	LP			Lead	6/30/2014	Met with the owner of the restaurant & he is interested in serving the territory.
Project Jones CP	Logistics	C	20	\$60	Lead	8/29/2014	Lead came from CenterPoint Energy. The firm wants to build a pipeline at their site. Tank Farm & fractionate oil, fuel to military. 17 acres
Project Colonial	Logistics	C, P			Prospect	8/29/2014	A Florida business is looking for tank farms to purchase. The site must have a pipelines, rail, or possibly barge access. Considering buying a 22 acres site that has +600,000 barrels of storage capacity. They are looking for multiple sites.
Project Land	PetroChem	LP	20	\$190	Prospect	7/21/2014	A local firm wants to invest \$190mm to build a plant and hire 15 -20 jobs. The company wanted to know if they could get an Industrial District Agreement for a little longer than the normal time.
Project Goldstar	Manf				Lead	8/1/2014	The firm is looking for 7 - 12 acres to export recycled steel globally.
Project Bill	Logistics	PL, P			Prospect	8/21/2014	The company is looking to purchase 20+ acres with rail connection for the purpose of storing heavy equipment and distributing to rail. I sent him sites.
Project Sandpiper	Logistics		10		Prospect	6/30/2014	20-50 acres to store containers. Relocating from FLA.

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

Project Name	Target Industry	Location	Number of Est. Jobs	Capital Investment (\$1mm)	Level: Lead/ Prospect/ Win/ Dead	Date Last Updated	Comments
Project Charlotte	Manf		20		Prospect	8/11/2014	Power Blending plant. The market is the Houston Port Region & Freeport area. They have a customer in Houston which is drawing them here. Rail to the site is an option.
Project Gilbert	Logistics	C	65	\$18	Prospect	7/27/2014	Distribution Center is seeking 100,000 sq. ft. building in Channelview.
Project Egret	Office	SB	25	\$10	Lead	6/30/2014	Getting an update at the Board meeting. They want to put an education and activities center in the region, about 10 acres. Called Seabrook EDC for an update.
Project Pine	Logistics	P	10		Prospect	8/29/2014	Expansion of terminal storage, 10 new tanks, they have 9 storage tank started. Construction through by 4th quarter.
Project Loblolly	Logistics	P	10		Prospect	8/29/2014	Expansion plans & dock space. Administration Building to be finished by 4th qtr. They are looking for land to expand more.
Project Mark	Manuf	P	50	\$5	Prospect	8/21/2014	They acquired the land, 30 acres and 1 acre. The deal is putting the deal together.
Project Ring	Manuf				Lead	8/23/2014	The company, along with other firms, is creating a firm that meets the gaps for inventory of emergency projects. They may need a warehouse to store the products. Dock space needed.
Project Harvey	PetroChem	LP	30	\$300	Prospect	8/23/2014	Polyethylene manufacturing. Schedule to be complete in the summer. One of three projects being undertaken by the company. The growth is expected increase annual ethylene capacity by an estimated 1.85 billion pounds, for a total estimated capacity of 11.8 billion pounds in North America. Construction is set to finish early next year.

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

Project Name	Target Industry	Location	Number of Est. Jobs	Capital Investment (\$1mm)	Level: Lead/ Prospect/ Win/ Dead	Date Last Updated	Comments
Kobelco Compressors America, Inc. - Project Corona	Manf	LP	10	2	WIN	7/21/2014	A California company wants to set up operations in the Houston Port Region, a sales office. The company does work for the oil and gas industry, like Chevron.
Hunter Bldgs - Project Scientist	Manf	C	85	3	WIN	1/10/2014	They make portable, blast-proof, buildings and market to the refinery and petrochemical business. International customers. Growing 50 acres next to current site.
Project Jack	PetroChem	P	40	\$55	Prospect	8/23/2014	A chemical firm, epoxy additives and polyurethane additives, is considering this area with highly trained operators. The company is going thru demolition of the site & waiting for a survey for a Harris County Tax Abatement. Letter of Support from the Commissioner Morman for the project. Competitors: Los Angeles, CA
Project Dry Gas	PetroChem	DP	10	\$700	Prospect	6/30/2014	Firm is expanding into "dry gas" to make chemicals. The project is still looking promising, but no decisions have been finalized yet.
Project Falcon	PetroChem	DP	50	\$120	Prospect	8/29/2014	A Joint Venture with a local firm to produce a synthetic line, renewable base oils for the lubricants market. Banks are talking to the company. Advising the firm on different incentives: Texas Enterprise Fund; Chap 313; Industrial District; & FTZ. Competing sites would be NC and SC.
Project Hot Dogs	PetroChem	P	10	\$75	Prospect	8/29/2014	An existing firm wants to expand it operations to three units, ultimately \$90 mm in capital investment in 2014.

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

Project Name	Target Industry	Location	Number of Est. Jobs	Capital Investment (\$1mm)	Level: Lead/ Prospect/ Win/ Dead	Date Last Updated	Comments
OCTG - Project David	Manf	SH	100	50	WIN	8/29/2014	The project is slated for 4 acres. Heat treating for the tubular pipe used in the oil and gas markets. Financing: SBA 504 funding from Capital CDC. Funding should be within 60 days.
Enterprise Products - Project Map	Logistics	M	30	1300	WIN	6/12/2014	Pipeline & Storage company, supported by a 30 - year service agreement. Enterprise Products Partner wants to export ethane. The facility is expected to begin operation in the 3rd qtr of 2016. They also plan to construct a pipeline from its Mont Belvieu natural gas liquids fractionation and storage complex. Enterprise signed a long-term agreement with the Port of Houston Authority for use of its facilities adjacent to its existing terminal at Morgan's Point.
Project Heart	Manf	PL	100		Lead	4/16/2014	The manufacturing company in Rochester, New York. The company develops and manufactures performance-leading insulation products currently used in thermal packaging systems for the transportation of valuable biomedical, pharmaceutical, medical device and clinical trial and diagnostic industries. I advised the company of a conference & expos, Medical World Americas Conference in Houston.
Ienos Olefins & Polymers USA / Sasol Chemicals No America - Project Nebula/Carl (GHP)	PetroChem	LP	30	400	WIN	6/9/2014	The 50/50 joint venture will produce 470 kilotons per annum of bimodal HDPE (high density polyethylene) use Innovene S process technology. The plant start-up is expected in 2016.

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

Project Name	Target Industry	Location	Number of Est. Jobs	Capital Investment (\$1mm)	Level: Lead/ Prospect/ Win/ Dead	Date Last Updated	Comments
Project Core	Logistics	SB	25	\$70	Lead	8/29/2014	Asset-based third party logistics company. They offer the customers warehousing, transportation, distribution, cross-docking, load consolidation, and inventory management. The company uses Automated Robot System to move around the goods. 40 acres. New rail connections coming near their site.
<b>TOTAL</b>			<b>750</b>	<b>\$3,358</b>			
<b>2013 Total Wins</b>			<b>225</b>	<b>\$1,755</b>			

From 2008 to 2014, the Economic Alliance has supported over 40 successful projects that have helped create over 4,400 new jobs and over \$5.5 billion of capital investment to the Houston Port Region.



transportation industry, provided best practices and lessons learned from international transportation partnerships and projects.

**June 17<sup>th</sup> – Houston Regional Workforce and Education Forum**

The Economic Alliance attended a roundtable discussion hosted by GHP at HCC Central with Texas Education Agency Commissioner, Michael Williams; Texas Higher Education Coordinating Board Commissioner, Raymund Paredes; and Texas Workforce Commission Chairman, Andres Alcantar.

**June 18<sup>th</sup> – Houston District Export Council**

The Economic Alliance attended a Houston District Export Council outreach event focused on supporting the reauthorization of the U.S. Export Import Bank.

**June 18<sup>th</sup> – Texas Freight Mobility Plan Draft Recommendations Listening Session**

The Economic Alliance participated in a Listening Session for TxDOT's Freight Mobility Plan. Comments were provided on highways, rail, maritime, and funding and policy. The plan is slated to be completed by the end of the year. The Economic Alliance also extended a special invitation to Caroline Mays, Manager of the Freight Transportation Planning Branch to come and meet with a focused group of cities and industries from the Houston Ship Channel Region.

**June 18<sup>th</sup> – Meeting with Novvi LLC, Project Falcon**

Marie McDermott met with John Carnahan, C.O.O., of Novvi LLC, with a tax consultant, Grant Thornton about their proposal. Novvi was interested in bank financing to operate in the Houston Port Region.

**June 18<sup>th</sup> – Attended & Helped Market the Kaneka Education Center Grand Opening**

The Economic Alliance wrote the press release and assisted with the marketing of the ribbon cutting and grand opening of Kaneka North America LLC's brand new Learning and Education Center. The story appeared in The Pasadena Citizen, Guidry News, and Change Magazine.



*L to R: Kazuhiko Fujii, Billie Pettis, David Thompson, Ann Pitts, Melissa Lassiter, Melissa Bowman, Alvin Proctor (The Learning Group).*



*L to R: Kazuhiko Fujii, President at Kaneka North America LLC and Alvin Proctor, Vice President of Human Resources officially open the new Learning and Education Center with a ribbon cutting ceremony.*

**June 20 – Neighborhood Centers Workforce Development Presentation to Community Leaders (in Spanish)**

The Economic Alliance Workforce Development Committee worked with Neighborhood Centers to arrange a bi-lingual presentation to community leaders at the Neighborhood Centers Cleveland-Ripley location in Pasadena. The presentations focused on raising awareness about the high-paying careers in the Petrochemical, logistics, and maritime industries. Topics included an overview of the recent economic shift, career pathways, educational opportunities, and financial literacy. Presenters included: Alfredo Gomez, Education Planner, San Jacinto College; Judith Gonzalez, Project Coordinator, San Jacinto College; Miguel Hernandez, Maintenance Excellence Specialist, Shell Deer Park; Michelle Hundley, Vice President of Public Affairs, Economic Alliance Houston Port Region; Adelina Gomez, Director of Business Development and Marketing, Beacon Federal Credit Union; Bolivar Fraga, Civic Engagement Manager, Neighborhood Centers; Dr. Allatia Harris, Chairman

Economic Alliance Workforce Development Committee & Vice Chancellor, Strategic Initiatives, San Jacinto College.



**June 24<sup>th</sup> – Crisis Management Workshop for Industry & Government in Greater Houston**

The Economic Alliance participated in an Emergency Management Workshop and Disaster Scenario for Business, Industry, and Area Governments provided by the International Economic Development Council.

**June 25<sup>th</sup> – Board & Membership Meeting – Patrick Jankowski**

The Economic Alliance hosted its Board & Membership meeting at the newly renovated and County owned Sylvan Beach Pavilion. Members heard reports from Committee Chairs on activities throughout the region. Senior VP of Research of the Greater Houston Partnership, Patrick Jankowski provided an economic overview and update for the Greater Houston area.

**June 26<sup>th</sup> – TxDOT Transportation Commission Public Meeting**

The Economic Alliance attended the TxDOT Transportation Commission Public meeting at the Bayport Cruise Terminal where regional transportation projects were discussed.

**July 1<sup>st</sup> – Toured the Houston Port Region with the Ambassador of Norway and the Ambassador of Korea**

The Economic Alliance toured the companies and the Houston Ship Channel Region and Bayport Terminal. Dr. Sallie Kay Janes and Capt. Mitch Schacter of San Jacinto College Maritime Center showed the Ambassadors the simulator and spoke about training students for the maritime industry. Karen Gregory, Chairman of the Board, Economic Alliance, and Randy Drake, The Drake Companies, were tour guides.

**July 3<sup>rd</sup> – Meeting with State Representative Mary Ann Perez – State ED Incentives**

The Economic Alliance staff met with State Representative Mary Ann Perez to discuss state level economic development incentives. Representative Perez sits on the House Economic Development Committee that will be reviewing incentives in the next legislative session. The EA surveyed its member cities and industries on which programs were productive and what changes need to be made.

**July 9<sup>th</sup> – Meeting with Praxair and Scott Livingston, City of La Porte, about Expansion Plans**

Marie McDermott met with Greg Sweeney, Praxair, and Scott Livingston about expansion plans. The firm is talking about pipelines and site plans. They wanted details on power, water and incentives. One aspect of the incentive is the Industrial District Agreement in La Porte.

**July 9<sup>th</sup> – NA Industries and Community Representatives**

The Economic Alliance participated in a luncheon for the purpose of introducing our new President. Mr. "Taku" Hatsuda was recently appointed President to succeed Dr. "Taka" Yatagai, who will assume a new assignment in Europe. Leon Connor provided an update of their operations. Guest included Mayor Glenn Royal, City of Seabrook; City Manager Gayle Cook of Seabrook; Lou Ann Nolan,

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

Economic Development, City of Pasadena; Scott Robbins, Plant Manager, Styrolution; and Marie McDermott.

**July 8<sup>th</sup> – Meeting with Houston Center for Literacy**

Chad Burke met with Meagan Schneider of the Houston Center for Literacy to discuss the EA's Workforce Development initiative and determine ways to incorporate speakers' bureau opportunities with the HCL.

**July 18<sup>th</sup> – Organized ExxonMobil Plant Tour w/ Neighborhood Centers**

The Economic Alliance arranged for and participated in a tour of the ExxonMobil Baytown facility for Neighborhood Centers CEO Angela Blanchard key members of her staff. The purpose of the tour was to provide a deeper understanding of the petrochemical industry itself and the variety of career opportunities available. Neighborhood Centers is a partner of the Economic Alliance Workforce Development Committee. Representing the Economic Alliance on the tour was: Dr. Allatia Harris, Chairman Economic Alliance Workforce Development Committee & Vice Chancellor, Strategic Initiatives, San Jacinto College, and Tamara Nicholl-Smith, Director of Communications, Economic Alliance.



**July 22<sup>nd</sup> – Mayors Advisory Council Meeting**

The Economic Alliance hosted the Port Region Mayors Advisory Council meeting. In attendance were mayors from the 11 cities in the region, Harris County Pct. 2 Commissioner Jack Morman, Leadership from San Jacinto and Lee Community Colleges, State Senator Larry Taylor and State Representative Mary Ann Perez. Purpose of the meeting was to gather information and issues that need to be pursued during the 2015 State Legislative Session on behalf of the Houston Port Region.



**July 22<sup>nd</sup> - New Business Development Task Force Meeting**

The Task Force met and reviewed the Summary of Leads for July. The cities went over the business development in their respective areas. We had a presentation from Elizabeth Huff, Economic Development Manager, about the 8 county territories that they do economic development. She talked about deals that they share with the cities and other regional entity and site consultants.

**July 23<sup>rd</sup> – Galveston Bay Foundation Quarterly Meeting**

The Economic Alliance attended the GBF quarterly meeting focusing on the “Texas – Y Oil Spill Disaster Recovery.” A panel discussion was held regarding the preparation and execution of volunteers for oil spill clean-up, as well as planning and response of the spill by governmental and non-governmental authorities. Michelle Hundley is an Advisory Board member of the GBF.

**July 24<sup>th</sup> – CEO Roundtable**

Chad Burke met with plant managers from facilities that have maritime operations to discuss issues related to dredging and permitting with the Corps of Engineers. These oil & gas companies are concerned with rising dredging costs, frequency of dredging opportunities, limited contractors and the inability to forecast costs and schedules.

**July 28<sup>th</sup> – Meeting with Congressman Al Green**

The Economic Alliance participated in a breakfast meeting with Congressman Al Green focusing on support for the reauthorization of the U.S. Export – Import Bank. Other interested parties at the breakfast meeting were the GHP, Houston District Export Council, U.S. Chamber of Commerce, among others.

**July 30<sup>th</sup> – Met with Denbury Resources, Inc.**

Met with Denbury Resources, Inc. they reviewed their expansion growth in the Gulf Coast. Denbury is an oil company specializing in enhanced oil recovery using carbon dioxide. The company’s focus is to develop significant stranded reserves of American oil by injecting carbon dioxide into mature oil fields. They have a facility in Pearland. The company plans to expand in the State.

**August 4<sup>th</sup> – Joint Committee Hearing on Storm Surge**

Chad Burke, Mayor Glenn Royal of Seabrook and Mayor Michel Bechtel of Morgan’s Point were invited to travel to Galveston to testify before the Joint House/Senate Committee on surge protection. The Mayors spoke on the effects of Hurricane Ike on their communities.

**August 4<sup>th</sup> – Meeting with Congressman Gene Green**

The Economic Alliance and some of its members met with Congressman Gene Green in his district office during the summer Congressional Break. Members discussed issues of importance to our organization such as: the reauthorization of the U.S. Export-Import Bank, dredging concerns, transportation funding, and continued support for economic development in the region.

**August 7<sup>th</sup> – Meeting with Junior Achievement**

Economic Alliance staff met with Junior Achievement to coordinate Economic Alliance participation with Lee College, San Jacinto College, EHCMA, and other interested parties in the JA Inspire events to be held in January and February of 2015. These events will include inviting all schools within the San Jacinto and Lee College service footprints to participate in a collective workforce development event highlighting all HB 5 categories of career opportunities. In addition, these events will also have breakout sessions where students will have the opportunity to learn “soft skills” and have one-on-one discussions with potential employers.

**August 7<sup>th</sup> – Galena Park/Jacinto City CIP meeting**

Michelle Hundley attended the August meeting of the GP/JC CIP. The topic of discussion was “Health Effects of Air Pollution: Research and Findings.” Winnie Hamilton, PhD, Baylor College of Medicine’s Director, Environmental Health Service and Assistant Professor, Department of Medicine, Section of General Internal Medicine, discussed how researchers look for links between air pollution and health effects, to summarize what is known from earlier studies about the Houston area, and what studies are currently underway.

**August 8<sup>th</sup> – TX American Shore & Beach Preservation Association Meeting**

Michelle Hundley attended the August meeting of the TX ASBPA in Galveston. The meeting focused on the policies and procedures of the U.S. Army Corps of Engineers. Colonel Richard Pannell, Galveston District, provided an overview and then four section leaders discussed policies and procedures covering: Hydraulics and Hydrology in the Galveston Bay/Houston Ship Channel region, Operations and Maintenance Dredging, and Permitting and Compliance.

**August 13<sup>th</sup> – Greater East End Chamber of Commerce & Speaker Michael Creel, CEO, Enterprise Products**

The Economic Alliance attended the East End Chamber of Commerce where the keynote speaker was Enterprise Products, Michael Creel, C.E.O. The company was a WIN for the city of Morgan's Point; jobs to be created are 30 positions and capital investment for the project is \$1.3 billion. The Port of Houston's Barbour Cut's Terminal is to be used to export refrigerate ethane at 10,000 barrels per hour.

**August 13<sup>th</sup> – SEACAP Meeting**

The Economic Alliance attended and participated in the meeting. Mitch Schacter, Director of the Maritime Program at San Jacinto College, said that San Jacinto College is 50 years old, and has 3 campuses – North, Central and South – serving 30,000 students. The Maritime Program was started in 2010 to meet the needs of the local maritime industry for a better educated, advanced entry level professional mariner. The program consists of three divisions – Logistics and Supply Chain (North Campus), Maritime Administration (South Campus) and Vessel Operations (Central Campus). San Jacinto College purchased property in the Bayport Terminal Facility across from Odfjell Terminals to build a Maritime Building. It will have 46,000 sq. ft. of space for classrooms and labs, and for 5 full size ships bridge simulators, a large meeting room and training docks, including a water survival training tank. Mitch said he plans for 15 classrooms and 15 faculty offices to be filled with new teachers. Crews will be trained for American flagged vessels. Scheduled to open in 2015, the new Maritime Technology and Training Center will also host a Crew Training dock for G&H Towing. Plant Updates for the following companies:

- Poly-One - David said the plant is having its best start in years - with orders remaining strong
- American Acryl - Doug Smith reported that the general business: Seeking to fill vacancies: HR Specialist; Process Operators (2)
- LBC Terminal is Business is Good / Expansion Continues with Ship Dock 4 – In progress
- NA Industries, Inc. - Business outlook continues to be excellent
- Styrolution - Turnaround preparation underway
- Odfjell Terminals - General business: Business remains good
- Total Petrochemicals - Business continues to be good and HDA construction continues

**August 20<sup>th</sup> – East Harris County Manufacturers Association Golf Tournament Kick-Off Dinner**

The Economic Alliance attended the kick-off dinner for EHCMA's first golf tournament to raise foundation funding for both Lee and San Jacinto Colleges. All proceeds from the Golf Tournament on October 10 will be given to these Foundations for scholarships for students enrolling in CTE courses at either college. The Economic Alliance is also supporting this tournament by requesting donations, collecting donations, and preparing golf bags for golf teams.

**August 21<sup>st</sup> – Attended Breakfast Session with Congressman Gene Green**

The Economic Alliance attended a breakfast session to hear a presentation by Congressman Gene Green. The Congressman's talk focused on how to work within the current regulatory environment.

**August 22<sup>nd</sup> – ExxonMobil Baytown Expansion Project Celebration**

The Economic Alliance attended the Expansion Project Celebration at ExxonMobil in Baytown. Speakers and elected officials discussed the tremendous impact to the economy that this project will bring. ExxonMobil also introduced scholarship winners that will be getting degrees in middle skill disciplines critical to the success of the industry.

**August 26<sup>th</sup> – Meet with LJB Engineering at the Greater Houston Partnership**

The Economic Alliance met with Rod Sommers, CEO, LJB Engineering, and Nolan Miller, Principal of the Houston area. They are locating in Houston (Deer Park) to grow their business. The company

was founded in 1966, and concentrated in safety for the petrochemical industry, infrastructure, structural engineering and concrete tilt-wall.

**August 26<sup>th</sup> – Pasadena Community Advisory Council**

The Economic Alliance participated in the Pasadena CAC session and the topic was Health Impacts from Environmental Exposure. Texas Department of State Health Services Vital Statistics Department was asked and provided data comparing the reasons for mortality in Pasadena to the reasons people die in Texas as a whole. Erin Selvera, Texas Commission on Environmental Quality Air Pollutant Watch List Coordinator, provided members how the agency uses air monitoring data and emissions data to protect public health. She described the TCEQ's Air Pollutant Watch List (APWL) program and reported on the status of the APWL site for benzene in Galena Park and any other local APWL sites.

PCAC plants described briefly their routine medical surveillance programs, any patterns in work-related illness at their plant, and whether and how their companies monitor employee health during active work years and retirement related to plant hazards. Host Plant Intro and Safety Moment by Houston Products Processing.

**August 27<sup>th</sup> – Houston Port Region Industry Reverse Trade Show**

The Economic Alliance partnered with the Associated Chemical Industries of Texas (ACIT) and the Texas Chemical Council (TCC) to host the 3<sup>rd</sup> Annual Reverse Trade Show. This show brings the refining and chemical industry owners to the Trade Show as booth participants, and all of the vendors to the industry get a chance to meet their procurement and project personnel. Over 450 attended.

**August 28<sup>th</sup> – Workforce Development Meeting with Houston Community College**

The Economic Alliance and its' Workforce Development Committee Chairman, Dr. Allatia Harris of San Jacinto College, met with Houston Community College to discuss bringing them into the effort. Economic Alliance has been approached by HISD and the City of Houston to extend the Workforce Development Initiative to Houston and plans have begun to do so.

**September 4<sup>th</sup> – 2014 Petrochemical & Maritime Outlook Conference**

The 5<sup>th</sup> Annual Petrochemical & Maritime Outlook Conference in the Pasadena Convention Center exceeded every expectation and broken previous attendance records. And with more than 650 representatives from business, industry, government and education discussing the impact of today's economic revival, the event was, perhaps, the most important.



"Our goal was to bring stakeholders from community, education, industry and government together to hear their forecasts, concerns and opportunities," said Chad Burke, President/CEO of the Economic Alliance. "We want this type of information to filter out to other companies, contractors and cities, so everyone can have a better idea of what is happening.

"This is a unique time. Growth, expansion and prosperity are the words of the day. But do we have enough trained workers?" Burke asked. "Do we have the pipeline of students to fill the needs of this growth? Do we have the proper government regulations to regulate the way we do business without being overbearing?

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

“The Petrochemical & Maritime Outlook Conference brings the right people into one room to have meaningful discussions about these important issues. From that perspective, this conference was a great success.”

Two themes emerged: to keep today’s economic expansion going strong will require reasonable, sensible regulations and a well-trained workforce.



In the past 18 months, petrochemical companies have announced more than \$40 billion in capital investment. Major expansions are now underway or about to begin at Chevron Phillips Chemical Cedar Bayou, LyondellBasell, Enterprise Products, and Dow Chemical of Freeport. These projects alone are expected to create 30,000 construction jobs and more than a thousand permanent jobs.

Port of Houston Authority (PHA) Chairman Janiece Longoria told the audience that PHA was expanding its capacity to service rapidly increasing tonnage and vessels moving through the Houston Ship Channel.

To service larger ships, PHA is increasing the operating depth of the channel from 40 to 45 feet at two container terminals, and is widening or realigning channels by up to a hundred feet.



Already tonnage moving through the channel has increased five percent from last year, and is on a record-setting pace for 2014. PHA is spending \$325 million in maintenance this year, and plans to spend \$700 million over the next at its Barbours Cut Container Terminal, and \$1 billion over the same decade to expand its Bayport Container Terminal. Industries that move raw materials to the

Economic Development Services Report to City of La Porte  
2014 - 2015 Services

Gulf Coast, which store or warehouse products, or which carry products to other locations are also heeding the need to expand for what some say will be 10-15 years of prosperity.

The Port Terminal Railroad Association maintains 172 miles of track and 20 bridges along the Houston Ship Channel, and handles about 58,000 railroad cards with an average of 1,200 engine starts each month. Sixty-eight percent of PTRA's rail traffic services the petrochemical industry.

Companies which warehouse petrochemical products in storage tanks are building pipelines, storage units and control facilities to handle increasing volumes. And companies which move products up and down the channel and through inter coastal waterways by barge or boat are noticing huge spikes in business.



According to Tom Marian of Buffalo Marine Service, Inc., each month sees more than 11,000 tons across the Houston Ship Channel and along 406 miles of Texas inter coastal waterways. Ninety-nine percent of the cargo derives from the energy industry. Marian predicts a 4-5 percent growth this year. Tank barge orders were up 28 percent in 2013, and are already up 15 percent in 2014, he reported.

"Exports are already increasing greatly," said Longoria of the PHA. "Our industry partners are telling us their exports are likely to double — perhaps even triple — in the next two-to-five years." At the end of the day, the conference lived up to its billing for providing a thoughtful "snapshot" of opportunities and concerns resulting from today's promising economic news. Rep. Gene Green of the Texas 29th Congressional District said the story playing out along the Texas Gulf Coast is the biggest economic expansion since the 1970's.

Rep. Randy Webber, of the Texas 14th Congressional District, concurred. "This area of the Gulf Coast is a great place to be. We want the Texas Gulf Coast to be the gateway to America." All in all, the 2014 Petrochemical and Maritime Outlook Conference told a story of job growth—upstream and down, in petrochemical, manufacturing and a variety of supporting industries—for the next 15 to 20 years.

It was a story Burke and company at the Economic Alliance enjoyed telling.

#### **September 10th – SEACAP Meeting**

The Economic Alliance attended and participated in the SEACAP Meeting which was hosted by Styrolution at Styrolution building. The CAP opened the meeting with introductions, welcoming Louis Meneghetti, who returned to the CAP in a new job for Total. Rebecca Alvarado attended with Chris Horton and will be replacing him on the CAP for the Houston TCEQ office. Anja Borski and Scott

## Economic Development Services Report to City of La Porte 2014 - 2015 Services

Jones were invited to the meeting to present a briefing on the new Report Card that the Galveston Bay Foundation is developing. GBF serves as the watchdog for Galveston Bay. Its conservation programs focus on wetlands preservation and restoration. The goal of the education program is to develop a knowledgeable constituency, ranging from school children to public officials, which recognizes the positive quality-of-life benefits that a healthy Galveston Bay system provides for the entire Houston/Galveston region. Finally, GBF's research programs focus on the monitoring of created wetlands and restored habitat across Galveston Bay. GBF has also participated in citizen-based water quality monitoring through the use of volunteers.

Plant Updates for the following companies: American Acryl, Bayport Terminal, LBC Terminal, NA Industries, Inc., Styrolution, Odfjell Terminals, Poly One, and Total Petrochemicals.

### **September 11<sup>th</sup> – M.V. Sam Houston Tour of Ship Channel for EHCMA Workforce Development Committee**

The Economic Alliance organized a tour of the Houston Ship Channel on the M.V. Sam Houston for the Workforce Development Committee of EHCMA. The committee conducted regular business as well as learned about the activity happening in industry along the channel.



### **September 15<sup>th</sup> - TxDOT Freight Mobility Session**

Texas Department of Transportation (TxDOT) is preparing their Freight Mobility Plan, which will outline strategies to ensure the state freight system can support the continued success of the Texas economy. The Economic Alliance organized a special TxDOT listening session exclusively for the Transportation Task Force and key members impacted by issues of freight mobility. Attendees heard the Freight Mobility Plan and provided input into the development of draft policy, program, and project recommendations that best fit this region's unique needs.

### **September 16<sup>th</sup> – Gulf Coast Natural Gas Initiative Conference & Workshop**

Chad Burke provided a group of about 100 an economic update and forecast for the Houston Port Region's. This conference was hosted at Brady's Landing by the Gulf Coast Natural Gas Coalition in an effort to raise awareness of the environmental and economic benefits of converting commercial fleets to natural gas. Additional speakers included; State Representative Jason Isaac, Port of Houston Executive Director Roger Guenther, OEM's: Cummins Jorge Gonzales, Westport Randy Russell, Parkway Heather Oglesby, Nat-G Balu Balagopal, and Port of Houston Chairman Janiece Longoria.

### **September 16<sup>th</sup> – Port of Houston Partners in Maritime Education**

Marie McDermott participated with the Board members to do a strategic planning session for the organization to promote maritime education in the Universities, Colleges and High Schools in the Houston Port Region. Treasurer of the Partners in Maritime Education, we designed the goals, objectives and activities of the Budget Charter and Fundraiser Committee for the year of 2015.

**September 17th – Economic Alliance Meeting with GHP on Workforce Development**

Chad, Tamara Nicholl-Smith and Michelle Hundley met with Peter Beard of GHP to work through strategies to take advantage of the existing model and program that the Economic Alliance and East Harris County Manufacturing Association has in place to create awareness of high-paying careers in demand in the petrochem industry to high school students in the greater Houston area.

**September 23<sup>rd</sup> – Houston Regional Monitoring Annual Members Meeting**

Michelle Hundley our Vice President of Public Affairs and Tamara Nicholl-Smith, our Director of Communications attended the annual Houston Regional Monitoring meeting. A presentation summarizing recent air quality trends in the greater Houston area was made followed by a keynote presentation by Mr. Richard Hyde from TCEQ covering some of the noteworthy accomplishments of the agency this past year, and challenges in the future.

**September 24th - State Economic Development Incentives Hearing**

Chad Burke was invited to testify before the TX House of Representatives Select Committee on Economic Development Incentives at O'Quinn Great Hall, Athletic Alumni Center, at the University of Houston. The purpose of the committee is to assess the economic benefit provided by state and local incentive programs and make recommendations to make those programs more effective and efficient. Chad's testimony focused on providing recommendations to preserve these important programs and maintain funding mechanisms in order to continue competing globally for businesses.

**September 24<sup>th</sup> – Met with Greater Houston Partnership and Project Pelican, a Korean firm**

The company is looking for a site of \$100 million steel pipe manufacturing facility in Harris County. They are seeking 100 acres to construct a 330,000 square foot production unit and create 150-200 jobs. The Korean firm visited six sites. The 228 site was on Beaumont Highway.

**September 25<sup>th</sup> – Foreign Trade Zone Conference**

The Economic Alliance attended the Port of Houston Authority conference on how the Foreign Trade Zone operates and what the rules for business that use the FTZ. Many companies in Harris County import and export product and they would benefit by using the program.

**September 25th – John Culberson Business Forum**

As part of our goal to strengthen our relationships with elected officials to benefit the region, The Economic Alliance attended a business forum luncheon featuring Congressman John Culberson. We were able to meet his new District Director.

**September 30th – October 2nd - 2014 Breakbulk Conference**

The Economic Alliance attended the 2014 Breakbulk Americas Conference. Breakbulk Americas is the largest exhibition & educational forum in the Americas addressing the needs of traditional breakbulk and project cargo logistics professionals. Special thanks to the Port of Houston Authority for sponsoring Economic Alliance's participation.



**October 2<sup>nd</sup> – La Porte Chamber of Commerce**

The Economic Alliance met with the Economic Development Committee and they reviewed governmental affairs and transportation issues; marketing and tourism points of interest; old and new business to La Porte; and, the M/V Sam Houston Boat tour of the Port of Houston.

**October 2nd 2014-2015 Annual CTE District Steering Committee Meeting**

The Economic Alliance was invited to participate in an advisory panel discussion by Goose Creek Independent School District during their Annual CTE District Steering Committee Meeting.

**October 2nd - TEDC Presentation: Workforce Development Case Study**

Chad Burke presented the Economic Alliance Workforce Development Committees' program objectives and strategies to the Texas Economic Development Council during their Annual Meeting in Houston on October 2nd. Peter Beard of the Greater Houston Partnership's UpSkills Houston and Tom Stellman of TIP Strategies, provided comments regarding a national perspective down to the

“boots-on-ground” efforts taking place in the Houston Ship Channel region. A crowd of well over 100 were in attendance. The greatest take-away was the knowledge that a program can be built to educate students, teachers, counselors and parents about the great careers and pathways to those careers, through partnerships with industry, community colleges and ISD’s.



**October 9<sup>th</sup> – Roundtable Discussion with Energy Secretary Moniz on Workforce Development**

Chad Burke and Michelle Hundley participated in the roundtable discussion with Energy Secretary Moniz hosted by the Greater Houston Partnership. Secretary Moniz was interested to hear about the model and activities currently underway in this region supporting technical training for the growing petrochemical industry.

**October 9<sup>th</sup> – Meeting with Norwegian Consulate**

Marie McDermott met with Ambassador Mykletun and Oyvind Lyngen Laderud, the International Affairs of City of Kristiansand, about the upcoming trip in May from Norway. There will be 25 people traveling to the Houston Port Region and to go to the Offshore Technology Conference. This will be the third trip to the area.

**October 10<sup>th</sup> – Houston Center for Literacy Provider Meeting**

Chad Burke presented the Economic Alliance’s Workforce Development marketing program to the Houston Center for Literacy’s providers. These groups in turn will provide opportunities for the Economic Alliance’s speakers bureau to present career opportunities to under-employed people throughout the Houston area.

**October 10<sup>th</sup> – The 4<sup>th</sup> Annual Houston Shipping & Offshore Conference**

Members of the New Business Development Task Force attended the conference from several countries including Norway, Korea, and Brazil. The title of this year’s conference is “Facing Opportunities and Challenges in Shipping and Offshore Markets.” Topics included: Filling the Funding Gap in the Shipping & Offshore Industry; Staying Global: Cases of Success in Different Business Cultures; The Challenges of the Labor Market: How to Attract Young and Talented Professionals; and, New Technologies and Designs in the Shipping and Offshore Business.

**October 15<sup>th</sup> – Introductory Meeting w/Galena Park Mayor**

The Economic Alliance invited the new Mayor of Galena Park, Esmeralda Moya to the Economic Alliance offices to meet the Economic Alliance staff, learn about the services the Economic Alliance provides the cities, and discuss the Galena Park gateway project.

**October 22<sup>nd</sup> – Meeting with James Rhame, Plant Manager, Flint Hills Resources**

Chad Burke met with James Rhame, Plant Manager at Flint Hills Resources to discuss his new position there, the acquisition of PetroLogistics by Flint Hills, and their plans existing and future plans for expanding the facility on Highway 225.

**October 23<sup>rd</sup> – Procurement Managers Breakfast**

The Economic Alliance hosted its Industrial Procurement Managers Breakfast at the Pasadena Convention Center. Over 250 attendees heard presentations from the Upstream, Midstream and Downstream sectors of the Oil & Gas industry. These presentations were followed by a Panel of Procurement Managers who spoke on how to do business with industry. Panelists included:

- ExxonMobil – Jim Poggi, ExxonMobil Global Services Company
- LyondellBasell – David Romick CPSM, MBA, MPM, Procurement Supervisor, Bay Area and Channelview Region
- Kinder Morgan – Crystal Ward, Manager of Purchasing
- Air Products – D’Andra Smith, Purchasing Agent
- Flint Hills Resources – James Rhame, Plant Manager

**October 29<sup>th</sup> – Economic Alliance Board & Membership Meeting**

The Economic Alliance hosted its Board and Membership meeting at the Armand Bayou Nature Center in Pasadena. Members heard from Committee Chairman the activities and initiatives underway. Keynote speaker was Jesse Thompson, Senior Research Analyst from the Federal Reserve Bank of Dallas – Houston Branch. He provided the group an economic update and forecast for the Greater Houston area.

**November 5<sup>th</sup> - Region 4 Career & Technical Education Conference**

Chad Burke, Dr. Allatia Harris, Vice Chancellor and San Jacinto College and Chairman of the Economic Alliance Workforce Development Committee, Debi Jordan of Lee College, and Miguel Hernandez, Maintenance Manager at Shell Deer Park made a presentation to the CTE directors and teachers of Region 4. The presentation included an economic overview of the petrochemical industry, the jobs and wages in demand now, and the pathways for students to attain those jobs.

**November 18<sup>th</sup> - New Business Development Task Force Meeting**

The Task Force met and reviewed the Summary of Leads for October. The cities went over the business development in their respective areas. We had a presentation from Adrienne Bishop, Partner, Atlas Recruiter about the maritime industry.

**2015 details can be provided later in the year if requested.**

**Routinely during the report period**

During the report period, the Economic Alliance compiled demographic information for several entities making inquiries of its member communities.

The Economic Alliance routinely interacts with TEDC and other groups, including participation in the state TEDC conference held during this report period. One professional member of the Economic Alliance attends each conference to ensure networking opportunities with state economic development groups are utilized.

The Economic Alliance hosts in its offices located in Deer Park, a **Small Business Development Center** satellite office of San Jacinto College located in Economic Alliance Building. The Economic Alliance pays administrative expenses for this satellite office and provides office equipment to support this service for Harris County small businesses.

The partnership between Economic Alliance and San Jacinto Community College District is providing a SBDC office to provide small business counseling and help with business planning continues.



**Council Agenda Item  
March 9, 2015**

**7. (b) Receive report of La Porte Development Corporation Board – Councilmember Engelken**

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## REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: March 9, 2015 Appropriation  
Requested By: Traci Leach Source of Funds: N/A  
Department: Administration Account Number:  
Report:  Resolution:  Ordinance:  Amount Budgeted:  
Other:  Amount Requested:  
Budgeted Item:  YES  NO

**Attachments :**

### 1. Strategic Plan Update

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#### SUMMARY & RECOMMENDATIONS

At the April 8, 2013 meeting of City Council, the final version of the Strategic Plan was presented, which included a more detailed listing of action items associated with each goal and objective, plus the addition of four additional goals incorporated by staff.

In order to provide Council with timely updates, staff will be providing a quarterly update outlining the progress made towards the stated goals and objectives. The updated status report is attached as an exhibit. Any objective that is shown in grey has been completed in a previous quarter.

Staff will be available to respond to questions.

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#### Action Required of Council:

Receive report.

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Approved for City Council Agenda

\_\_\_\_\_  
Corby D. Alexander, City Manager

\_\_\_\_\_  
Date

**City of La Porte Strategic Plan**  
**Quarterly Update: Q1 FY 2015**

STRATEGIC PLAN GOALS AND OBJECTIVES		DURATION	REPORTING FREQUENCY	START	FINISH	LEAD DOG	CURRENT STATUS
<b>COUNCIL GOAL NO. 1: IMPROVE INFRASTRUCTURE</b>							
1a	<b>Street repair at 5.5 to 6 miles per year (staff recommends 30,000 feet per year)</b>						
	Evaluate conditions	3 months	Quarterly	Q4 each year	Q1 each year	D. MICK	5 year CIP developed. 2014-15 priorities funded in the Fiscal 15 budget.
	Prioritize work and ID miles to be rehabbed	3 months	Annually	Q2 each year	Q3 each year	D. MICK	
	Re-evaluate needs annually		Annually	Q4 each year	-	D. MICK	
1b	<b>Replace 3 miles of water main per year (staff recommends 15,000 linear feet per year)</b>						
	Evaluate conditions	3 months	Quarterly	Q4 each year	Q1 each year	D. MICK	5 year CIP developed. 2014-15 priorities funded in the Fiscal 15 budget.
	Prioritize work and ID miles to be rehabbed	3 months	Annually	Q2 each year	Q3 each year	D. MICK	
	Re-evaluate needs annually		Annually	Q4 each year	-	D. MICK	
1c	<b>Continue sanitary sewer I &amp; I program</b>						
	Smoke testing and televising lines	Continuous	Quarterly	Q2 each year	Q4 each year	D. MICK	Testing locations identified in weekly department update as they occur.
	Prioritize lines to be rehabbed based on testing	3 months	Annually	Q2 each year	Q3 each year	D. MICK	
	Re-evaluate needs annually		Annually	Q4 each year	-	D. MICK	
1d	<b>Complete \$300,000 in smaller, isolated drainage repairs per year</b>						
	Televising storm sewer lines, outfall inspections, and observation after rain events	Continuous	Quarterly	All Year	All Year	D. MICK	Testing locations identified in weekly department update as they occur.
	Prioritize drainage repairs based on evaluation	3 months	Annually	Q2 each year	Q3 each year	D. MICK	
	Re-evaluate needs annually		Annually	Q4 each year	-	D. MICK	
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	Total miles street repaired	Output measure of whether we are hitting the target of 5.5-6 miles of street repair per year 2.0 mile Asphalt; 1.04 mile concrete (3rd Street Primarily) in FY 14					
	Total miles water main replaced	Output measure of whether we are hitting the target of 3 miles of water main replaced per year <1.0 Mile budgeted in FY 14					
	Total Cost/mile for street repairs	Efficiency Measure of whether we are completing as much work as possible given the dollars available; includes in-house & contract work, personnel for in-house work, materials					
	Total Cost/mile water main replaced	Efficiency Measure of whether we are completing as much work as possible given the dollars available; includes in-house & contract work, personnel for in-house work, materials					
	Number of reportable SS overflows	Effectiveness Measure of the I & I program; the more successful the program, the lower number of reportable overflows					
<b>COUNCIL GOAL NO. 2: PRESERVE HERITAGE</b>							
2a	<b>Promote historical structures to the public that reflect La Porte's history</b>						
	Northside Schoolhouse:						
	Secure title	Dependent on state of title	Quarterly	Q4 2013		C. ASKINS/C. ALEXANDER	Completed
	Complete a feasibility assessment to determine the scope and cost for restoration and utilization as a tourist attraction (including furniture and accessories)					R. DAVIDSON	
	Secure historical designation from the State	Dependent on THC process	Quarterly	Q2 2014	-	C. ALEXANDER	Completed
	Identify funding for renovation/rehabilitation (public and private entities)	3 months	Quarterly	Q2 2014	Q3 2014	C. ALEXANDER	Grant was awarded in December 2014 and documents have been signed and executed
	Begin rehabilitation/renovation work	12 months	Quarterly	Q3 2014	Q3 2015	R. DAVIDSON	
	Develop agreement with LPBHS to operate it as part of the Museum		Annually	TBD	TBD	C. ALEXANDER	
2b	<b>Optimize Main Street in a way that encourages small business development</b>						
	Continue to promote the Enhancement Grant Program		Annually	Q1 2013	Q4 2017	S. LIVINGSTON	Sent out a second mailing for Enhancement Grant Program
	Review existing zoning with a goal to encourage small business growth	12 months	Annually	Q2 2013	Q2 2014	D. CASEY	Completed
	Review short-term financial incentives to attract Main St development			Q1 2014	Q4 2014	S. LIVINGSTON	Completed
	Identify additional historic structures that may be eligible for inclusion in Heritage Park or other locations		Annually	Q4 2013	Q4 2017	TBD	
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	% of Main Street Business Owners personally contacted about the EGP.	Input measure to demonstrate attention to Main Street.					
	# of Leads worked for the Main Street Enhancement Program.	Input measure to demonstrate attention to Main Street.					
	\$ of Added Value Improvements to Main Street as a result of the EGP.	Output measure to demonstrate effectiveness of Main Street re-development.					
	# of Zoning Permits for new commercial businesses on Main Street.	Output measure to demonstrate effectiveness of commercial recruitment to Main Street.					

	STRATEGIC PLAN GOALS AND OBJECTIVES	DURATION	REPORTING FREQUENCY	START	FINISH	LEAD DOG	CURRENT STATUS
<b>COUNCIL GOAL NO. 3: DISASTER PREPAREDNESS</b>							
3a	<b>Ensure that emergency plans are up-to-date</b>						
	Distribute emergency plans to departments to review, revise, and update by May 1 of each year	3 months	Annually	Q2 each year	Q3 each year	J. SUGGS	Update of the Emergency Operations Plan will begin in Q3 and be completed by the end of FY15.
	Assign a department emergency coordinator the responsibility of training new employees in their respective roles	Ongoing	Annually	Ongoing		EACH DEPT	
	Ensure HR has proper information to provide to new employees regarding their roles/responsibilities during disasters	Ongoing	Annually	Ongoing		J. SUGGS/A. CURRY	
<b>3b</b>							
	<b>Conduct city-wide drill simulating a specific emergency event or disaster on an annual basis</b>						
	Conduct an annual drill to include EOC staff and critical personnel from all departments	12 months	Annually	Q1 each year	Q4 each year	J. SUGGS	Shelter in Place drill completed this past quarter
	Conduct an annual drill to include EOC staff, LEPC members, LPISD, and critical personnel from all departments	12 months	Annually	Q1 each year	Q4 each year	J. SUGGS	LEPC to help fund a full scale drill this year
	Add new facility preparation (generators, window treatments, recovery systems)	12 months	Quarterly	Q2 2013	Q2 2014	J. SUGGS/D. MICK/D. PENNELL	Installation of window coverings set to begin in January and be completed in Q2 of FY 2015
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	Number of drills performed	Output measure demonstrating that we are hitting the target for the year					
<b>COUNCIL GOAL NO. 4: ENCOURAGE ECONOMIC/RETAIL DEVELOPMENT</b>							
4a	<b>Increase retail business</b>						
	Offer incentives to retail similar to those offered to industrial (retail zones)	Continuous	Annually	Q3 2013	Q2 2014	S. LIVINGSTON	On-going efforts to actively recruit and attract retail development to La Porte.
	Dress up facades on Broadway shopping centers					S. LIVINGSTON	Currently working with several business owners on Broadway to improve their buildings
	Remove obstacles to building permits/site inspections for business improvement/new business		Quarterly	Q3 2013	Q4 2017	T. TIETJENS	On-going, as per the quarterly updates to the Council.
<b>4b</b>							
	<b>Incorporate the Airport as a revenue generating property</b>						
	Explore lease options on properties to reduce vacancies	Continuous	Annually	Q1 2014	Q4 2014	S. LIVINGSTON	Staff regularly refers leads to representatives of vacant space.
	Promote opportunities for retail on Spencer	Continuous	Annually	Q3 2013	Q4 2017	S. LIVINGSTON	On-going discussions with developers, site selectors, and brokers to market properties on Spencer.
<b>4c</b>							
	<b>Utilize Bay Frontage for possible economic development</b>						
	Breakwater Marina with waterfront restaurant	Continuous	Annually	Q3 2013	Q4 2017	S. LIVINGSTON	After meeting with 3 different restaurants that declined to located on the bay, staff is working to identify additional potential developments that may be appropriate for bay development.
	Encourage other private development/investment	Continuous	Annually	Q3 2013	Q4 2017	S. LIVINGSTON	Council received proposal from Balveston Bay Foundation for purchase of property along the Bay for Foundation headquarters and education center.
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	% Growth in City Sales Tax Revenue from the Prior Year	Output measure to demonstrate effectiveness of commercial recruitment throughout the City.					
	\$ of Added Taxable Value to the City as a result of commercial recruitment.	Output measure to demonstrate effectiveness of commercial recruitment throughout the City.					

	STRATEGIC PLAN GOALS AND OBJECTIVES	DURATION	REPORTING FREQUENCY	START	FINISH	LEAD DOG	CURRENT STATUS
<b>COUNCIL GOAL NO. 5: PROVIDE SUPERIOR CUSTOMER SERVICE</b>							
5a	Implement 100% employee customer service training by the end of 2013		Quarterly	Q1 2013	Q4 2013	E. ALEXANDER	
5b	Conduct audit on 100% of processes of all City departments		Annually	Q3 each year	-	C. ALEXANDER/T. LEACH	Staff has signed an agreement with Freese and Nichols for completing the Public Works audit.
5c	Conduct quality professional development to ensure that all employees are properly trained		Annually	Q3 2014	Q2 2015	A. CURRY	Management Sessions still remaining include: Interviewing, ADA/FMLA/WC/Liability, Time Management
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	% Employees receiving customer service training in each Fiscal Year						Output measure demonstrating commitment to making sure every employee is properly trained
	% existing supervisors receiving Supervisory Training each Fiscal Year						Output measure demonstrating commitment to making sure every supervisor is properly trained
	% of residents rating employee Customer Service as "Excellent" (based on community survey every other year)						Outcome measure demonstrating effectiveness of customer service training and follow through by staff
<b>COUNCIL GOAL NO. 6: REVITALIZE SH 146 &amp; ELIMINATE BLIGHT</b>							
6a	Promote greenfield tract development along SH 146 by facilitating contact, providing information, and offering incentives to development types consistent with our industry/market						
	Target retail & office users that cater to our industry types for a campus-style development park		Annually	Q3 2013	Q4 2017	S. LIVINGSTON	On going effort for retail recruitment.
	Create abatement programs/EDC incentives and infrastructure inputs consistent with needs of applicants		Annually	Q1 2014	Q4 2017	S. LIVINGSTON	Staff is evaluating requests and presenting incentive options to the La porte Development Corporation as they are received.
	Production of data (census, current demographic stats, BDG, etc) for use of customers in decision-making process	3 months	Annually	Q3 2013	Q4 2017	B. STERLING/S. LIVINGSTON	All these materials were created in 2013, but staff continues to regularly supplement these materials with current news articles and other information to attract new development to the City.
	Market our City to ICSC and site selector consultants	Continuous	Annually	Q3 2013	Q4 2017	S. LIVINGSTON	Staff is registered for the ICSC Convention in Las Vegas mid-May.
6b	Promote revitalization and development (where appropriate) along SH 146, Main Street, and Broadway by facilitating contact, providing information, and offering incentives to development types consistent with our industry/market						
	Target code enforcement on said thoroughfares through a "carrot versus stick" approach to blight	Continuous	Quarterly	Q1 2014	Q4 2017	T. TIETJENS/B. ENG	
	Create abatement program/ED incentives and infrastructure inputs consistent with needs of applicants	Continuous	Quarterly	Q1 2014	Q4 2017	S. LIVINGSTON	Staff is evaluating requests and presenting incentive options to the La porte Development Corporation as they are received.
	Market the City at ICSC and Site Selector Consultants	Continuous	Quarterly	Q3 2013	Q4 2017	S. LIVINGSTON	Staff is registered for the ICSC Convention in Las Vegas mid-May.
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	# of New Zoning Permits for new commercial businesses on SH 146, Main Street, and Broadway.						Output measure to show emphasis of commercial recruitment to SH 146, Main Street, and Broadway.
	# of Leads worked for new commercial development on SH 146, Main Street, and Broadway.						Output measure to show emphasis of commercial recruitment to SH 146, Main Street, and Broadway.
<b>STAFF GOAL NO. 7: Provide and maintain superior public safety</b>							
7a	Enhance communications infrastructure and promote interoperability						
	Ensure all radio systems meet current and future standards (when known)	6 months	Annually	Q1 2013	Q3 2013	K. ADCOX/M. BOAZE	The police department will be issuing its new narrow band radio's over the next two weeks (expects to be completed by May 1, 2014). The above improvements will make the police department compliant with all Y2016 FCC mandates.
	Identify current deficiencies within all communications systems and work to correct them	36 months	Annually	Q1 2013	Q4 2016	K. ADCOX/M. BOAZE	Installation of dispatch consoles have been completed.
	Put a system in place to ensure proper system maintenance and replacement when needed	3 months	Annually	Q2 2013	Q3 2013	K. ADCOX/M. BOAZE	Multi-year maintenance contracts have been procured for all of the City's new emergency communications and radio equipment. Additionally, during the FY 2013/2014 budget, the City created a technology replacement fund. Money will be placed in this fund each year, from which future large technology replacement costs may be drawn.
7b	Maintain appropriate staffing level in all emergency services departments for both paid employees and volunteer members						
	Identify national standards relating to recommended staffing level for each emergency service department	Completed		Q3 2013	Q3 2013	K. ADCOX/M. BOAZE	According to the FBI, the accepted standard police to citizen ratio in the U.S. is 2.2 officers per 1000 citizens. The La Porte Police Department currently employs 75 commissioned officers. With an estimated population of 35,000, La Porte's ratio of police officers to citizens is very close to the national standard at 2.14.
	Work to attract and hire the most qualified candidates by developing a comprehensive recruitment program	Ongoing	Annually	Ongoing		K. ADCOX/M. BOAZE/HR MGR	PD is working to develop a recruiting video.
	Develop retention incentives	9 months	Annually	Q4 2013	Q3 2014	K. ADCOX/M. BOAZE	The Police Department's retention incentives include the maintenance of competitive salaries and benefits, which are established and adjusted annually based on a market approach.
	Create and maintain an employee development program for existing employees at all levels within the organization	9 months	Annually	Q4 2013	Q3 2014	K. ADCOX/M. BOAZE/HR MGR	The Police Department maintains a comprehensive employee development program at all levels of the organization, which includes formal leadership training, staff mentoring, and a career ladder program.

	STRATEGIC PLAN GOALS AND OBJECTIVES	DURATION	REPORTING FREQUENCY	START	FINISH	LEAD DOG	CURRENT STATUS
7c	<b>Identify and capitalize on advanced technologies as force multipliers</b>						
	Develop a response safety program	6 months	Annually	Q1 2014	Q3 2014	M. BOAZE/J. SUGGS	Training has been conducted with DEM/D for our chemical plant worst case scenarios. Ongoing training will continue. Currently looking at a new system for tracking employee accountability. Hope system will be implemented and employees trained by end of Q3.
	Improve the community warning system	3 months	Annually	Q1 2014	Q2 2014	J. SUGGS	Maintenance continues of outdoor warning sirens as needed with the LEPC funding a portion of the repairs. Indoor warning beacons and notification devices have been installed at additional public buildings. We continue to promote multiple communications tools for the public to use during an emergency (Call system, social media, website, etc.)
	Develop crime prevention measures, such as cameras, air monitors, LPRs	6 months	Annually	Q4 2013	Q2 2014	J. SUGGS/K. ADCOX	The adopted FY 15 budget included equipment to further assist the Department prevent crime.
	Focus on trend/pattern analysis using incident geo-mapping in order to target resources	Ongoing	Annually	Q1 2013	Q4 2017	K. ADCOX	The PD utilizes a CompStat system, in which staff reviews geographical crime patterns on a daily and weekly basis. A Hot Spots program is also in place and allows for additional resources to be deployed ad-hoc in response to any developing concerns.
7d	<b>Identify and employ best strategies, management practices, policies and procedures, and organizational systems that promote accountability, open communication, collective responsibility, visionary leadership, fiscal responsibility, and organizational effectiveness.</b>						
	Seek out and attain available state and national "best-practices" organizational certifications and accreditations.	Ongoing	Quarterly	Q3 2013	-	K. ADCOX/M. BOAZE	The Police Department is one of only a handful of Texas Police Department's that is certified by the Texas Police Chief's Association. The Department underwent its first tri-annual on-site inspection/ review in October, 2013 and was found to be in compliance with all best practices standards. Recertification was granted.
	Create appropriate inspection and auditing systems	Ongoing	Quarterly	Q3 2013	-	K. ADCOX/M. BOAZE	Completed 3 procedure/policy audits this past quarter.
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	Comparison to Department of Justice ratio of 2.2 Police Officers employees/1,000 residents and 3.2 Police Dept employees per 1,000 residents	Input measure indicating achievement of stated staffing levels for the Police Department					
	Turnover rate (excluding retirements)	Effectiveness measure of retention program and employee development					
	% Residents rating safety in their neighborhood Excellent	Outcome measure of all public safety efforts and initiatives (completed every other year if community survey; every year if based on CPA survey)					
<b>STAFF GOAL NO. 8: CONTINUE TO IMPROVE THE QUALITY OF LIFE THROUGH RECREATIONAL AMENITIES</b>							
8a	<b>Continue trail system implementation</b>						
	Obtain easements for equestrian/bicycle/pedestrian trail in Lomas	12 months	Quarterly	Q1 2015	Q4 2015	R. EPTING	On hold
	Continue paving sections of various sections of infill trail	Ongoing	Annually	Q1 2015	Q4 2017	R. EPTING	As budget allows, staff will add infill trail sections
8b	<b>Maintain and improve sports field infrastructure</b>						
	Replacing lighting system at 9 soccer fields at Northwest Park	12 months	Quarterly	Q1 2014	Q4 2014	R. EPTING	Project was not funded in the FY 15 budget
8c	<b>Continue to offer modern and cost-effective aquatic facilities</b>						
	Evaluate options and cost-benefit analysis for potential locations of future spray parks and make recommendations for implementation at next Pre-Budget retreat	3 months	Quarterly	Q4 2013	Q3 2014	R. EPTING	Done
	Include recommended location(s) into the City's Capital Improvement Plan for upcoming FY 2014 budget	3 months	Quarterly	Q3 2014	Q4 2014	R. EPTING	Done
	Installation of spray park	12 months	Quarterly	Q4 2014	Q2 2015	R. EPTING	Working on design of spray parks now.
<b>STAFF GOAL NO. 9: CREATE A NEIGHBORHOOD PRESERVATION PROGRAM</b>							
9a	<b>Create an environment of open communication and cooperation with existing neighborhood groups</b>						
	Create centralized database of neighborhood/HOA and leaders with contact information and update at least annually	1 month	Annually	Q3 2013	Q3 2013		Done
	Establish regular communications with neighborhood groups regarding important City matters and issues affecting neighborhoods, such as new code enforcement regulations	On-going	Annually	Q1 2014	-	T. LEACH	Working with neighborhoods now on Community Cooperation projects.
	Actively seek neighborhood input and comments regarding issues impacting them	On-going	Annually	Q4 2013	-	ALL	
	Create education/outreach program (Neighborhood University)	12 months	Annually	Q 1 2014	Q4 2014	T. TIETJENS/T. LEACH	City U began this quarter. There are 15 registered participants.
9b	<b>Improve City coordination to respond to neighborhood issues and concerns</b>						
	Create a cross departmental team, including engineering, inspecting, planning and police, to comprehensively address neighborhood issues	On-going	Annually	Q2 2014	-	T. TIETJENS/T. LEACH	

	STRATEGIC PLAN GOALS AND OBJECTIVES	DURATION	REPORTING FREQUENCY	START	FINISH	LEAD DOG	CURRENT STATUS
9c	<b>Continue investing in neighborhood improvement initiatives</b>						
	• Create a neighborhood matching grant program for community improvements	On-going	Annually	Q3 2014		T. LEACH	
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	# communications sent to HOA and neighborhood groups	Output measure demonstrating level of consistent communication with neighborhood groups					
<b>STAFF GOAL NO. 10: PROVIDE DIVERSE AND TIMELY COMMUNICATIONS THAT PROMOTE AND INFLUENCE A POSITIVE PUBLIC PERCEPTION OF LA PORTE</b>							
10a	<b>Identify scope and job description for Marketing/PR position</b>						
	Recruit and hire individual to fill communications, marketing, and public relations needs	3 months	Annually	Q4 2013	Q4 2013	T. LEACH	Done
	Develop a communication strategy that ensures that information about the City is disseminated in a timely and professional manner and meets the needs of the various audiences within and outside of the City	2 months	Quarterly	Q2 2014	Q2 2014	T. LEACH	Done
10b	<b>Engage development partners to positively promote the city</b>						
	Create effective methods for utilizing development partners to help promote the City	2 months	Quarterly	Q2 2014	Q2 2014	S. LIVINGSTON	A broker network has been cultivated by the ED Coordinator that has effectively been a "force multiplier" to provide additional resources to promote development in La Porte.
<b>ASSOCIATED PERFORMANCE METRICS</b>							
	TBD based on the communication strategy and specific goals outlined therein						



## Council Agenda Item March 9, 2015

**8. ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission Meeting, Thursday, March 19, 2015
- Fiscal Affairs Committee Meeting, Monday, March 23, 2015
- La Porte Development Corporation Board Meeting, Monday, March 23, 2015
- City Council Meeting, Monday, March 23, 2015
- Zoning Board of Adjustment Meeting, Thursday, March 26, 2015
- Drainage and Flooding Committee Meeting, Monday, March 30, 2015
- Citizens Forum on Code Enforcement for Northside Neighborhood, Tuesday, March 31, 2015

**9. 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 Clausen, Martin, Moser, Kaminski, Zemanek, Leonard, Engelken, Earp and Mayor Rigby

**10. 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 purchase, exchange, lease or value of real property: Klein Retreat property and former Happy Harbour property

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

**12. ADJOURN**

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