

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



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Mayor Pro-Tem
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held June 12, 2017, 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 Rev. Brian Christen, La Porte Community Church.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Danny Earp.
- 4. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 5. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a)** Consider approval or other action regarding minutes of the Council meeting held on May 22, 2017 - P. Fogarty
 - (b)** Consider approval or other action authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with E.I. Dupont De Nemours and Company for property located at 850 and 860 Sens Rd., within the Battleground Industrial District - S. Wolny/L. Wingate
 - (c)** Consider approval or other action regarding a Resolution authorizing the resale of tax delinquent property located at Lot 142, Block 12, Spenwick Place, Sec. 2 - S. Wolny
 - (d)** Consider approval or other action regarding a Resolution authorizing the Harris County Constable's office to hold a second public sale of property located at Lots 9 & 10, Block 90, Town of La Porte - S. Wolny
 - (e)** Consider approval or other action regarding an Ordinance vacating, abandoning, and closing the portion of the north/south alley in Block 122, Town of La Porte - I. Clowes
 - (f)** Consider approval or other action regarding an Ordinance vacating, abandoning and closing the portion of the 11th Street right-of-way located between Blocks 121 & 122, Town of La Porte - I. Clowes
 - (g)** Consider approval or other action regarding a Memorandum of Agreement with Bayside Terrace Civic Club for a community cooperation project providing for camera installation at the entryway to the Bayside Terrace neighborhood for a total City contribution of \$4,224.78 - T. Leach

- (h) Consider approval or other action authorizing the City Manager to execute a professional services contract for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton and Venture Drives and additional parking at Pecan Park - D. Pennell **(This item was postponed from the May 22, 2017, Council meeting to the June 12, 2017 Council meeting)**
- (i) Consider approval or other action awarding Bid #17017 for Bay Forest Golf Course Fence Project - D. Pennell
- (j) Consider approval or other action regarding an Interlocal Agreement between the City of La Porte and La Porte Independent School District for provision of six (6) patrol officers at School District facilities, commencing August 20, 2017 and ending the last day of the school year in 2020 - K. Adcox

6. **AUTHORIZATIONS**

- (a) Consider approval or other action authorizing Waste Corporation of America to subcontract commercial solid waste pickup services to LT's Garbage Service, under terms of existing contract between City of La Porte and Waste Corporation of America - D. Pennell

7. **DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding ONE Solution program transition under contract with SunGard Public Sector, Inc. - M. Dolby

8. **REPORTS**

- (a) Receive report of the June 12, 2017 Fiscal Affairs Committee Meeting - Councilmember Engelken
- (b) Receive report of the June 12, 2017 La Porte Development Corporation Board Meeting - Councilmember Engelken

9. **ADMINISTRATIVE REPORTS**

- Planning and Zoning Commission Meeting, Thursday, June 15, 2017
- Zoning Board of Adjustment Meeting, Thursday, June 22, 2017
- City Council Meeting, Monday, June 26, 2017

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

11. **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 June 12, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on June 6, 2017.

Patrice Gogarty



**Council Agenda Item
June 12, 2017**

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



Council Agenda Item June 12, 2017

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE MAY 22, 2017

The City Council of the City of La Porte met in a regular meeting on **Monday, May 22, 2017**, 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 6:00 p.m. Members of Council present: Councilmembers Engelken, J. Martin, K. Martin, Earp, Zemanek, Leonard, and Kaminski. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins. Councilmember-elect Ojeda was in the audience awaiting the taking of the Oath of Office.

2. **INVOCATION** – The invocation was given by Josh Ojeda.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Chuck Engelken.

4. **PRESENTATIONS, PROCLAMATIONS and RECOGNITIONS**

(a) Presentation – Administer Oath of Office and Presentation of Certificate of Election to newly elected Councilmember Nancy Ojeda – P. Fogarty

City Secretary Patrice Fogarty administered the oath of office to Councilmember Nancy Ojeda, and Mayor Rigby presented the Certificate of Election to Councilmember Nancy Ojeda. After taking and signing the Oath of Office, Councilmember Ojeda took her place on the Council dais.

(b) Recognition – Employee of the First Quarter 2017 – Ruston Royall (Senior System Administrator) City of La Porte Information Technology Department – Mayor Rigby

Mayor Rigby recognized Senior System Administrator Ruston Royall as Employee of the First Quarter for the City of La Porte.

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

Pastor Phillip Dunn, 701 San Jacinto St., addressed Council in regards to parking lot issues at Lighthouse Baptist Church and advised the church has not received any money from the school district, which is in direct contradiction to the rumor going around that the school district has given money to the church which allays any further help with parking lot issues.

Jim Hinton, 9803 Dover Hill, addressed Council and advised of flooding in his neighborhood since the construction of the new Baker Jr. High 6th Grade Campus and requested Council to see if there is any way to resolve to the flooding issue.

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 Regular City Council Meeting held on May 8, 2017 and Special City Council Meeting held on May 9, 2017 – P. Fogarty
 - (b) Consider approval or other action appointing Councilmember Danny Earp to fill the vacancy on the Board of Directors of the City of La Porte Development Corporation until August 31, 2018 – P. Fogarty
 - (c) Consider approval or other action awarding Bid # 17016 for Headstart Facility Parking Improvements Rebid – D. Pennell
 - (d) Consider approval or other action authorizing the City Manager to execute a professional services contract for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton and Venture Drives and additional parking at Pecan Park – D. Pennell

Regarding Item D, Councilmember Earp questioned why there has to be a new engineering study conducted on the parking lot. Public Works Director Don Pennell responded, that location has not yet been tested. Councilmember Earp asked who is responsible for the construction phase of the project. Mr. Pennell responded the Capital Improvement Project Manager of the Parks Department. Councilmember Earp requested the item to be voted on separately.

Councilmember Leonard made a motion to approve Consent Agenda Items A-C pursuant to staff recommendations. Councilmember Engelken seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Councilmember Earp made a motion to postpone this item until the next Council meeting. Councilmember Engelken seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

7. **PUBLIC HEARING AND ASSOCIATED ORDINANCES**

- (a) Public hearing to receive comments regarding the La Porte Fire Control, Prevention and Emergency Medical Services District's proposed budget for the fiscal year which begins October 1, 2017, as approved by the Board of Directors of the District – D. Ladd

The public hearing opened at 6:18 p.m.

Assistant Fire Chief Donald Ladd presented a summary.

There being no public comments, the public hearing closed at 6:32 p.m.

Councilmember Zemanek made a motion to approve the La Porte Fire Control, Prevention and Emergency Medical Services District's proposed budget for the fiscal year which begins October 1, 2017, as approved by the Board of Directors of the District. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

8. **DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding an Ordinance appointing a member of City Council to serve as Mayor Pro-Tem of the City of La Porte, Texas for the period of June 1, 2017 through May 31, 2018 – P. Fogarty

Mayor Rigby presented this item.

Councilmember Zemanek made a motion to nominate approve an Ordinance appointing Councilmember Kristin Martin to serve as Mayor Pro-Tem of the City of La Porte, Texas, for the

period of June 1, 2017, through May 31, 2018. Councilmember Leonard seconded the motion.
MOTION PASSED UNANIMOUSLY 9/0.

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3676: AN ORDINANCE PROVIDING FOR THE ELECTION OF A MEMBER OF THE CITY COUNCIL TO SERVE AS MAYOR PRO-TEM OF THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD JUNE 1, 2017, THROUGH MAY 31, 2018, OR UNTIL A SUCCESSION HAS BEEN APPOINTED AND HAS QUALIFIED; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

- (b) Discussion and possible action regarding ONE Solution program transition under contract with SunGard Public Sector, Inc. – M. Dolby

This item was taken up and discussed after Council Comments, Item 11.

Senior Systems Administrator Ruston Royall presented an update and advised Council that 21 of the 22 modules will go live on June 5, 2017.

There was no action taken.

9. REPORTS

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

Councilmember Engelken provided a report of the meeting held prior to the City Council meeting.

10. ADMINISTRATIVE REPORTS

City Manager Alexander thanked everyone that contributed and participated in the success of the 125th Anniversary Celebration and advised Council he will reach out to Mr. Hinton regarding his concerns with flooding in his neighborhood.

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

Councilmember Engelken congratulated Ruston Royall as Employee of the First Quarter; Councilmember Ojeda as a new Councilmember; Councilmembers Earp and Kaminski for being re-elected into office and reminded the Mayor of the addendum that was added to the agenda.

Councilmember Earp congratulated Ruston Royall as Employee of the First Quarter; Councilmember Ojeda as a new Councilmember; Councilmember K. Martin as Mayor Pro-Tem and thanked everyone that volunteered and attended the 125th Anniversary Celebration.

Councilmember Ojeda commented the 125th Anniversary Celebration was phenomenal and thanked her family and friends for attending the City Council Meeting.

Councilmember J. Martin congratulated Ruston Royall as Employee of the First Quarter; Councilmember K. Martin as Mayor Pro-Tem; Councilmember Ojeda as a new Councilmember; thanked everyone that volunteered and attended the 125th Anniversary Celebration and requested an update on the Gilley's project at the next meeting.

Councilmember K. Martin congratulated Ruston Royall as Employee of the First Quarter, welcomed Councilmember Ojeda and commented the 125th Anniversary Celebration was amazing and sent kudos to Marketing/Public Relations Specialist Jenny Lynn.

Councilmember Kaminski commented the 125th Anniversary Celebration was a fantastic event and thanked Marketing/Public Relations Specialist Jenny Lynn and Staff for all their hard work.

Councilmember Zemanek congratulated Councilmembers Ojeda, Earp, Kaminski on being elected; Ruston Royall as Employee of the First Quarter; commented the 125th Anniversary Celebration was a tremendous event; requested Staff meet with the Chamber of Commerce and other entities regarding sales taxes in the City; requested a report from the City Engineer on a pipe causing flooding and wished everyone a safe Memorial Day weekend.

Councilmember Leonard congratulated Councilmembers Ojeda, Earp, Kaminski and new Mayor Pro-Tem K. Martin; commented he had the privilege of being one of the three participants of the new program in the EMS Department and advised of the great equipment the City has and wished everyone a Happy Memorial Day weekend.

Mayor Rigby congratulated Ruston Royall as Employee of the First Quarter; Councilmember K. Martin as Mayor Pro-Tem; thanked Councilmember Earp for serving as Mayor Pro-Tem; welcomed Councilmember Ojeda; commented the Public Service event was nice last week; thanked CSO for assisting with the City hosting the Harris County Mayors' & Councils' Association Dinner at Monument Inn; informed of a groundbreaking for LyondellBasell that will benefit the City and thanked everyone for the 125th Anniversary Celebration.

12. **ADJOURN** - There being no further business, Councilmember Chuck Engelken made a motion to adjourn the meeting at 6:55 p.m. Councilmember Daryl Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 9/0.**

Patrice Fogarty, City Secretary

Passed and approved on June 12, 2017.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 12, 2017 Appropriation
Requested By: S. Wolny/L. Wingate Source of Funds: N/A
Department: Finance Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. **Industrial District Agreement**
2. **Dupont Corporate Real Estate Letter**
3. **Proposed Utility Layout**
4. **Water Service Agreement**
5. **Sanitary Sewer Service Agreement**
6. **Sanitary Sewer Capacity Memo**
7. **Utility Capacity Request Letter**

SUMMARY & RECOMMENDATIONS

E.I. Dupont De Nemours and Company intends to sell approximately 35 acres of land, within the Battleground Industrial District, to DCT PetroPort, LLC (see DuPont Corporate Real Estate Letter). DCT PetroPort, LLC has approached the City for water and sanitary sewer service to its proposed facility at 850 and 860 Sens Road. The company is proposing an office/warehouse development with two warehouse style buildings with approximately 235,103 square feet warehouse space and 11,000 square feet of office space, totaling 252,683 square feet, and estimates employing up to 50 full-time positions at this site.

Council has approved a policy to provide water and sanitary sewer service to companies located outside the city limits and within the City's industrial districts (ETJ). These companies are required by the policy to maintain a current Industrial District Agreement (IDA) with the City. E.I. Dupont De Nemours and Company has an existing IDA with the City for the subject site (2007-IDA-06), which shall be transferred to DCT PetroPort, LLC in accordance with Section VII of the IDA. In accordance with City policy, payment of twenty five percent (25%) of the total Administrative Fees, in the amount of \$1,250 for each agreement, has been received. Remaining Administrative Fees shall be paid upon Council approval, prior to issuance of Notice to Proceed.

Based on DCT PetroPort, LLC's stated demand for domestic uses, the average daily volume for potable water and sanitary sewer is 2,500 gallons. Under the terms of the policy, the company will pay one and one-half (1-1/2) times the City's current utility rate for service.

The terms of E.I. Dupont De Nemours and Company's Water Service Agreement and Sanitary Sewer Service Agreement will expire on December 31, 2019, plus any renewals or extensions thereof. However, these agreements will automatically expire at such time as there is no effective Industrial District Agreement between the parties, or if the City exercises its right of termination.

Action Required of Council:

Consider approval or other action, authorizing the City Manager to execute a Water Service Agreement and a Sanitary Sewer Service Agreement with E.I. Dupont De Nemours and Company for property within the Battleground Industrial District, as described in attached Dupont Coporate Real Estate Letter.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2007-IDA-06

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH E.I.DU PONT DE NEMOURS AND COMPANY, A DELAWARE CORPORATION FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.

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

Section 1. E.I. Du Pont De Nemours and Company, a Delaware Corporation has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the Assistant City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

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

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

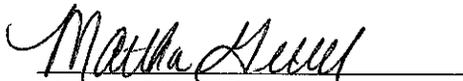
PASSED and **APPROVED**, this 3rd day of December, 2007.

CITY OF LA PORTE



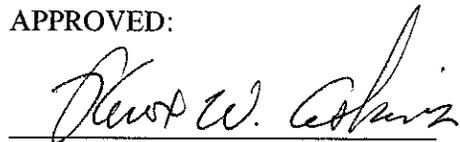
Alton Porter, Mayor

ATTEST:



Martha Gillett, City Secretary

APPROVED:



Knox Askins, City Attorney

Leslie S. Seba, CMI
Senior Tax Agent
DuPont Finance
1007 Market St, D-13020-5
Wilmington, DE 19898



DuPont Finance

RECEIVED

NOV 16 2007

La Porte Tax Office

November 13, 2007

Mr. John Joerns, Assistant City Manager
City of La Porte
604 West Fairmont Pkwy.
La Porte, TX 77571

RE: Industrial District Agreement for E. I. du Pont de Nemours and Company ("DuPont")

Dear Mr. Joerns,

Please find the enclosed executed documents respectfully submitted on behalf of DuPont. Per our conversation on November 12, 2007, DuPont is working on gathering the data for Exhibits A and B and intends on entering into the City of La Porte Industrial District Agreement.

Please contact me at (302) 774-2042, should you have any questions or concerns.

Kind Regards,

A handwritten signature in cursive script that reads "Leslie S. Seba, CMI".

Leslie S. Seba, CMI
Senior Tax Agent

RECEIVED

NOV 16 2007

La Porte Tax Office

NO. 2007-IDA- 06 §
STATE OF TEXAS §
COUNTY OF HARRIS §

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and E.I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and

2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
 - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
 - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefor hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

existing industrial district agreements after the effective date hereof and while this Agreement is in effect, which contains terms and provisions more favorable to the landowner than those in this Agreement, Company and its assigns shall have the right to amend this Agreement and City agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

X.

The parties agree that this Agreement complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of Company's business activities. Without such agreement neither party hereto would enter into this Agreement. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrase, clause, sentence, paragraph, section, article or other part of the Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

XI.

Upon the commencement of the term of this Agreement, all other previously existing industrial district agreements with respect to said Land shall terminate.

XII.

Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City of La Porte:

City Manager
City of La Porte
604 West Fairmont Parkway
La Porte, TX 77571

To Company:

E.I. DU PONT DE NEMOURS AND COMPANY
(COMPANY)
Attention: Property Tax Department
P.O. Box 1039
Wilmington, DE 19899-1039

Company shall promptly notify City of any change of ownership of Property, any assignment of this Agreement, and of any change of billing address.

Company shall notify City annually, on or before June 1, of any changes to the following information:

Plant Manager

Name: John R. Laughlin
Address: P. O. Box 347
La Porte, TX 77572-0347
Phone: (281) 470-3211
Fax: (281) 470-3965
Email: John.R.Bobby.Laughlin@usa.dupont.com

Tax Agent/Billing Contact

Name: Leslie Seba
Address: DuPont
P.O. Box 1039, Wilmington, DE 19899
Phone: 302-774-2042
Fax: 302-773-2608
Email: leslie.s.seba@usa.dupont.com

ENTERED INTO effective the 1st day of January, 2008.

E. I. Du Pont de Nemours & Company
(COMPANY)

By: 
Name: John R. Laughlin
Title: Plant Manager
Address: P. O. Box 347
La Porte, TX 77572-0347

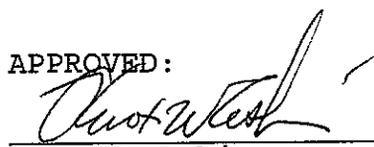
ATTEST:


City Secretary

CITY OF LA PORTE

By: 
Alton E. Porter
Mayor

APPROVED:


Knox W. Askins
City Attorney
City of La Porte

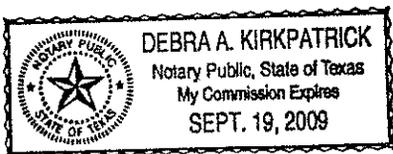
By: 
John Joerns
Assistant City Manager

P.O. Box 1218
La Porte, TX 77572-1218
281.471.1886
281.471.2047 fax
knoxaskins@comcast.net

CITY OF LA PORTE
604 West Fairmont Parkway
La Porte, TX 77571

STATE OF TEXAS §
§
COUNTY OF HARRIS §

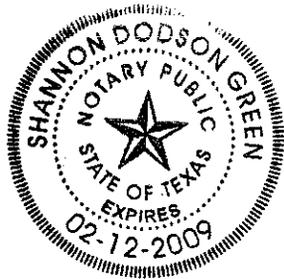
This instrument was acknowledged before me on the 15th day of November, 2007, by John R. Laughlin, LaPorte's Plant Manager of DuPont corporation, a Delaware corporation, on behalf of said entity.



Debra A. Kirkpatrick
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17 day of April, 2008, by Alton E. Porter, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.



Shannon Dodson Green
Notary Public, State of Texas

Ordinance 2007-IDA-06

E.I. Du Pont De Nemours and Company

Exhibits A & B

See Ordinance 2000-IDA-32

"EXHIBIT A"

(Metes and Bounds Description of Land)

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

"EXHIBIT C"

Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ◆ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ◆ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ◆ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ◆ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ◆ Freestanding identification signs shall not exceed 45 feet in height.
 - ◆ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
 - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"
Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.

- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.



DuPont Corporate Real Estate

May 17, 2017

Lorenzo Wingate
Engineering Manager
City of La Porte
604 W Fairmont Parkway
La Porte, TX 77571

Re: That certain parcel of land containing approximately 34.759 acres, as legally described and depicted on Exhibit A to this letter (the “Property”)

To Whom it May Concern,

Please be advised that we (DuPont) own the Property and are in the process of selling it to DCT PetroPort LLC, a Delaware limited liability company (“DCT”). The sale of the Property to DCT is scheduled to occur on or around June 12, 2017.

We have been informed that DCT has requested utilities with respect to its proposed development of the Property from you, the City of La Porte, and have further requested that you issue “will serve” letters with respect to the same.

In this regard, without any obligation on us as current owner of the Property, we hereby confirm the information above, and request that you issue the “will serve” letters to us on the understanding that we will assign all “will serve” rights with respect to utilities granted to us to DCT and its intended development of the Property.

In the event DCT does not close escrow on the Property, the “will serve” right with respect to utilities will become null and void.

Sincerely,

E.I. DU PONT DE NEMOURS AND COMPANY

By: 
Name: CHRISTOPHER J HECK
Title: MANAGER, GLOBAL REAL ESTATE
Date: MAY 17, 2017

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROPERTY

OF 34.759 ACRES OF LAND BEING OUT OF A CALLED 822.154 ACRE TRACT CONVEYED BY DEED DATED APRIL 27, 1944 TO E.I. DU PONT DE NEMOURS AND COMPANY, AS RECORDED IN VOLUME 1318, PAGE 364 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, AND BEING OUT OF A CALLED 37.6595 ACRES (PARCEL NO. 1)

CONVEYED BY DEED DATED DECEMBER 27, 1967 TO E.I. DU PONT DE NEMOURS AND COMPANY, AS RECORDED IN VOLUME 7034, PAGE 10 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. SAID 34.759 ACRES BEING SITUATED IN THE ENOCH BRINSON SURVEY, ABSTRACT NO. 5, HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON E.I. DUPONT DE NEMOURS PLANT GRID COORDINATES);

BEGINNING AT A 4" X 4" CONCRETE MONUMENT STAMPED "DUPONT" FOUND FOR THE SOUTHEAST CORNER OF SAID 37.6595 ACRES HAVING PLANT GRID COORDINATE VALUES OF N 4596.324, AND W 7116.398, SAME BEING IN THE WEST LINE OF SENS ROAD (60' R.O.W.), SAID MONUMENT ALSO BEING THE SOUTHEAST CORNER OF A CALLED 250' RIGHT-OF-WAY AND EASEMENT (WAY 1) GRANTED TO HOUSTON LIGHTING AND POWER COMPANY (VOL. 8437, PG. 88, H.C.D.R.);

THENCE SOUTH 89° 47' 18" WEST, ALONG THE SOUTH LINE OF SAID 37.6595 ACRES, SAME BEING THE NORTH LINE OF A CALLED 10.0846 ACRES TRACT CONVEYED BY DEED DATED JANUARY 30, 2013 TO NORTHEAST REAL PROPERTY HOLDING OF HOUSTON II LIMITED AS RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 20130050855 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, FOR A DISTANCE OF 564.12 FEET TO A 5/8 INCH IRON ROD WITH LJA CAP SET FOR THE SOUTHEAST CORNER OF A CALLED 0.2875 ACRES TRACT CONVEYED BY DEED DATED OCTOBER 12, 1960 TO SEADRIFT PIPELINE CORPORATION AS RECORDED IN HARRIS COUNTY CLERK'S FILE NO. B251622 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

THENCE NORTH 00° 13' 14" EAST, ALONG THE EAST LINE OF SAID 0.2875 ACRES FOR A DISTANCE OF 626.49 FEET (CALLED 626.01 FEET) TO A 1 INCH IRON PIPE FOUND FOR CORNER;

THENCE NORTH 89° 26' 46" WEST, ALONG THE NORTH LINE OF SAID 0.2875 ACRES FOR A DISTANCE OF 20.00 FEET TO A 1 INCH IRON PIPE FOUND FOR CORNER;
THENCE SOUTH 00° 13' 14" WEST, ALONG THE WEST LINE OF SAID 0.2875 ACRES FOR A DISTANCE OF 626.76 FEET TO A 5/8 INCH IRON ROD (BENT) FOUND FOR CORNER IN THE SOUTH LINE OF SAID 37.6595 ACRES;

THENCE SOUTH 89° 47' 18" WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 37.6595 AND THE NORTH LINE OF SAID 10.0846 ACRES, FOR A DISTANCE OF 1693.65 FEET TO A 5/8 INCH IRON ROD WITH LJA CAP SET FOR CORNER IN THE NORTH LINE OF STATE HIGHWAY 225 (R.O.W. VARIABLE WIDTH);

THENCE NORTH 69° 48' 50" WEST, ALONG THE NORTH LINE OF SAID STATE HIGHWAY 225 FOR A DISTANCE OF 354.63 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 18° 35' 54" EAST, ALONG THE EAST LINE OF A CALLED 3.808 ACRES TRACT CONVEYED BY DEED DATED AUGUST 7, 1964 TO HUMBLE PIPELINE COMPANY, AS RECORDED IN VOLUME 5650, PAGE 23 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS PASSING AT A DISTANCE OF 526.79 FEET A 5/8 INCH IRON ROD (BENT) FOUND FOR THE NORTHEAST CORNER OF SAID 3.808 ACRES, SAME BEING THE SOUTHEAST CORNER OF A CALLED 9.949 ACRES TRACT CONVEYED BY DEED DATED FEBRUARY 8, 1965 TO HUMBLE PIPELINE COMPANY, AS RECORDED IN VOLUME 5857, PAGE 142 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS AND CONTINUING ALONG THE EAST LINE OF SAID 9.949 ACRES FOR A TOTAL DISTANCE OF 1240.94 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 71° 22' 58" EAST, FOR A DISTANCE OF 120.42 FEET TO A 5/8 INCH IRON ROD WITH LJA CAP SET FOR CORNER IN THE WEST LINE OF A CALLED 20.58 ACRES TRACT CONVEYED BY DEED DATED SEPTEMBER 28, 2006 TO LIBERTY PROPERTY LIMITED PARTNERSHIP AS RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 20060091607 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 18° 37' 02" WEST, ALONG THE WEST LINE OF SAID 20.58 ACRES FOR A DISTANCE OF 995.57 FEET TO A 3 INCH IRON PIPE FENCE POST FOUND FOR CORNER IN THE NORTH LINE OF SAID 25.3028 ACRES;

THENCE SOUTH 69° 43' 37" EAST, ALONG THE COMMON LINE OF SAID 20.58 ACRES AND 25.3028 ACRES FOR A DISTANCE OF 189.47 FEET TO A 5/8 INCH IRON ROD FOUND CORNER;

THENCE NORTH 89° 50' 15" EAST, CONTINUING ALONG THE COMMON LINE OF SAID 20.58 ACRES AND 25.3028 ACRES FOR A DISTANCE OF 1225.15 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 00° 01' 34" EAST, ALONG THE EAST LINE OF THE REMAINDER OF A CALLED 35.36 ACRES TRACT CONVEYED BY DEED DATED JULY 15, 2002 TO JACOBSON WAREHOUSE COMPANY AS RECORDED IN HARRIS COUNTY CLERK'S FILE NO. W021340 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS FOR A DISTANCE OF 948.41 FEET TO A 5/8 INCH IRON ROD WITH W/H CAP FOUND FOR CORNER;

THENCE NORTH 57° 28' 58" WEST, ALONG THE NORTH LINE OF SAID 35.36 ACRES FOR A DISTANCE OF 1140.41 FEET (CALLED 1140.26 FEET) TO A 5/8 INCH IRON ROD WITH W/H CAP FOUND FOR THE NORTHWEST CORNER OF SAID 20.58 ACRES;

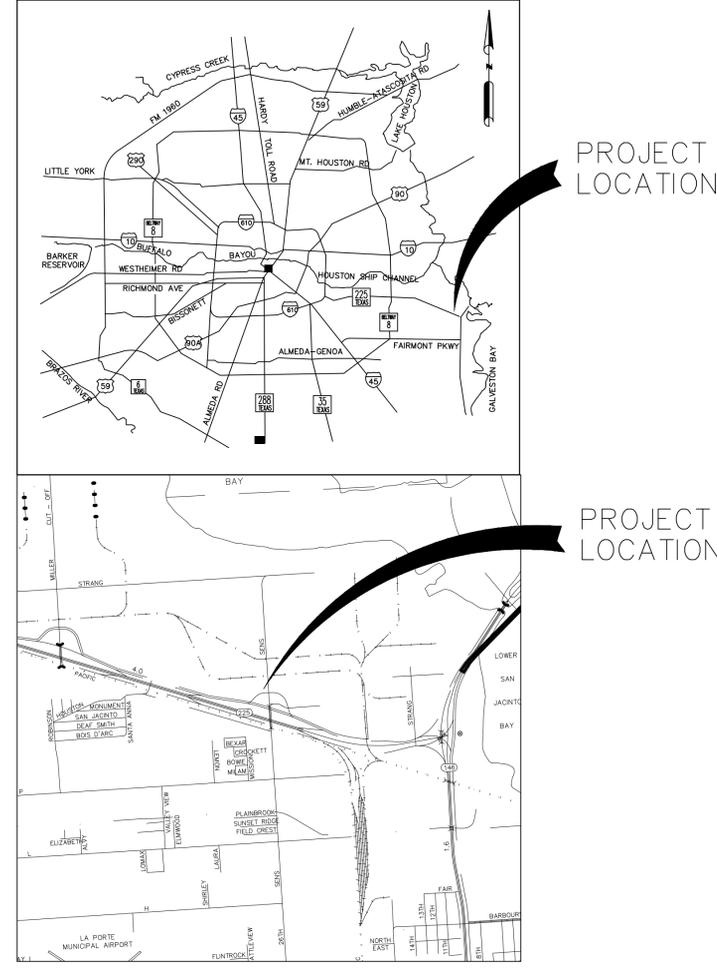
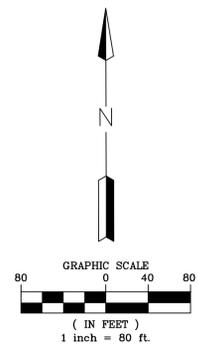
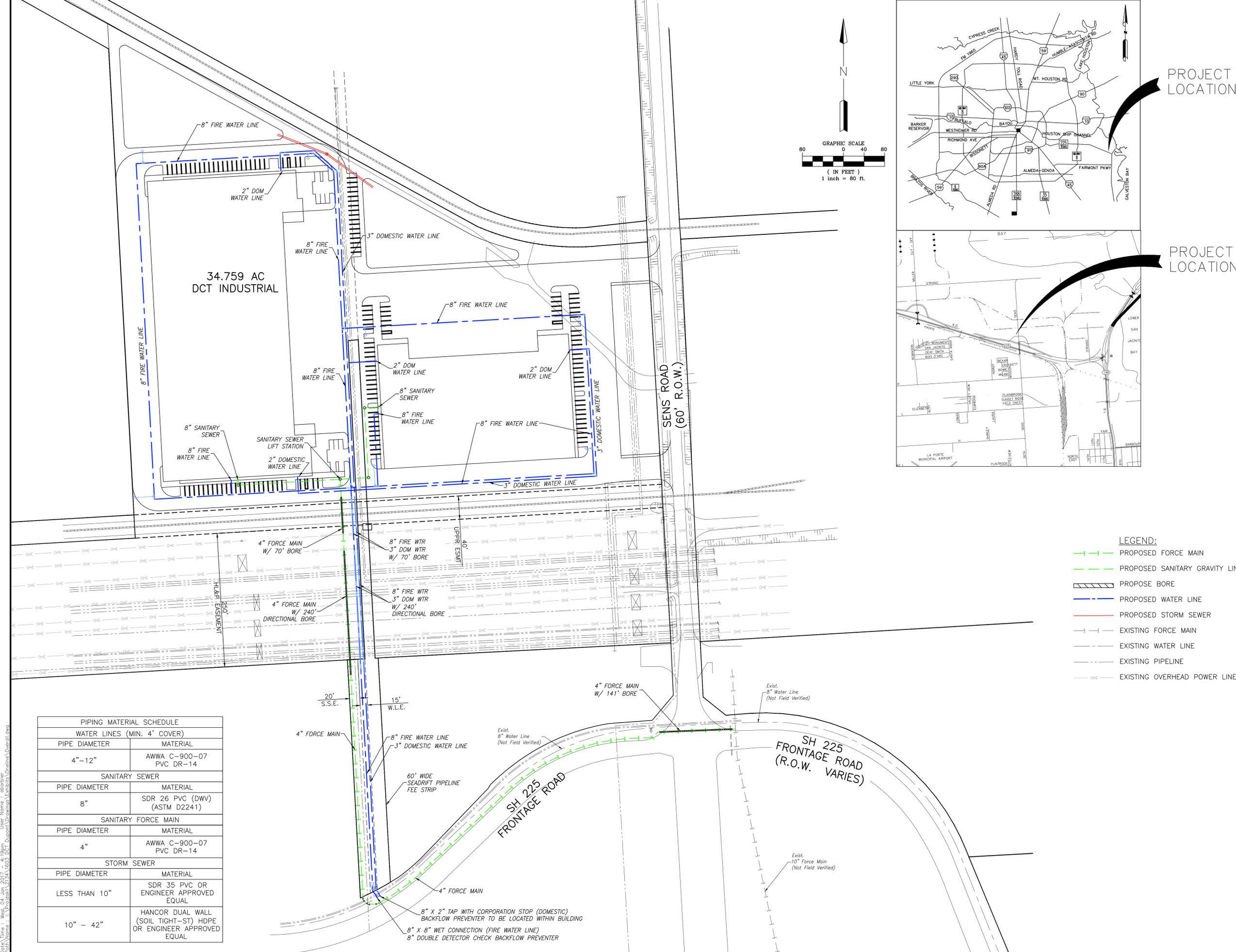
THENCE NORTH 18° 37' 02" EAST FOR A DISTANCE OF 44.55 FEET TO A 5/8 INCH IRON ROD WITH LJA CAP SET FOR CORNER;

THENCE SOUTH 57° 28' 58" EAST, ALONG A LINE 20 FEET SOUTHWEST OF AND PARALLEL WITH THE CENTERLINE OF RAIL ROAD TRACKS, FOR A DISTANCE OF 1868.46 FEET TO A 5/8 INCH IRON ROD WITH LJA CAP SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 466.16 FEET, A CENTRAL ANGLE OF 30° 00' 33", A CHORD BEARING AND DISTANCE OF SOUTH 72° 55' 50" EAST – 241.38 FEET, AND AN ARC LENGTH OF 244.16 FEET TO A 5/8 INCH IRON ROD WITH LJA CAP SET FOR CORNER;

THENCE SOUTH 89° 48' 56" EAST FOR A DISTANCE OF 156.68 FEET TO A 5/8 INCH IRON ROD WITH LJA CAP SET FOR CORNER IN THE WEST LINE OF SAID SENS ROAD;

THENCE SOUTH 00° 01' 37" WEST, ALONG THE WEST LINE OF SAID SENS ROAD, FOR A DISTANCE OF 773.91 FEET TO THE PLACE OF BEGINNING OF HEREIN DESCRIBED TRACT OF LAND AND CONTAINING WITHIN THESE CALLS 34.759 ACRES OR 1,514,086 SQUARE FEET OF LAND.



PROJECT BENCHMARK
 FLOODPLAIN RM No. 060045
 NORTHING: 4438.04' EASTING: -13208.96'
 ELEV. 26.15' (NAVD 88) 2001 ADJUSTED.

FLOODPLAIN
 FLOODPLAIN REFERENCE MARK NUMBER 060045 METAL ROD STAMPED HGCSD 42 1986 AND IS LOCATED TRAVELING SE ON HWY 225 EXIT MILLER CUT-OFF ROAD AND GO ABOUT 0.35 MILE TO ENTRANCE ON RIGHT FOR "DRAGO SUPPLY" AT #430 MILLER CUT-OFF ROAD. MONUMENT IS 96.5' EAST OF CENTER LINE MILLER CUT-OFF ROAD, 106.0' NW OF SW CORNER METAL BUILDING AND 4.9' NORTH OF NORTH EDGE OF DRIVEWAY.

SURVEYOR'S NOTES:
 1. COORDINATES AND BEARINGS BASED UPON DUPONT PLAN CONTROL AS PROVIDED IN CONTROL MAP #W1750174.

WARNING:
OVERHEAD ELECTRICAL FACILITIES
 OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT 713-207-7777.

- GENERAL NOTES:**
- 1) ALL UTILITIES ARE PROPOSED UNLESS OTHERWISE NOTED.
 - 2) THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 - 3) CAUTION: THERE ARE EXISTING UTILITIES WITHIN THE PROJECT AREA. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AFFECTING PROPOSED UTILITIES PRIOR TO CONSTRUCTION. IN THE EVENT OF CONFLICT BETWEEN EXISTING UTILITIES AND PROPOSED UTILITIES, THE CONTRACTOR SHALL SUSPEND CONSTRUCTION IN THE VICINITY OF THE CONFLICT, AND SHALL COMMENCE ONLY UPON AUTHORIZATION BY OWNER.
 - 4) ALL DIMENSIONS AND ELEVATIONS ARE SHOWN TO FACE OF CURB UNLESS OTHERWISE NOTED ON PLAN.

THIS DOCUMENT IS ISSUED FOR INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

AMANDA F. BARBER
 TEXAS P.E. #122357

ISSUED ON:
 JAN 04 2017

NOTE:
 IN CASE OF CONFLICT BETWEEN DETAILS SHOWN ON THIS SHEET AND HARRIS COUNTY DESIGN STANDARDS, THE MORE STRINGENT SHALL APPLY.

DATE	REVISION	BY

- LEGEND:**
- PROPOSED FORCE MAIN
 - PROPOSED SANITARY GRAVITY LINE
 - PROPOSE BORE
 - PROPOSED WATER LINE
 - PROPOSED STORM SEWER
 - EXISTING FORCE MAIN
 - EXISTING WATER LINE
 - EXISTING PIPELINE
 - EXISTING OVERHEAD POWER LINE

PIPING MATERIAL SCHEDULE	
WATER LINES (MIN. 4' COVER)	
PIPE DIAMETER	MATERIAL
4"-12"	AWWA C-900-07 PVC DR-14
SANITARY SEWER	
PIPE DIAMETER	MATERIAL
8"	SDR 26 PVC (DWV) (ASTM D2241)
SANITARY FORCE MAIN	
PIPE DIAMETER	MATERIAL
4"	AWWA C-900-07 PVC DR-14
STORM SEWER	
PIPE DIAMETER	MATERIAL
LESS THAN 10"	SDR 35 PVC OR ENGINEER APPROVED EQUAL
10" - 42"	HANCOR DUAL WALL (SOIL TIGHT-ST) HDPE OR ENGINEER APPROVED EQUAL

HARRIS COUNTY, TEXAS

DCT DUPONT

OVERALL WATER AND SANITARY LAYOUT

LJA Engineering Inc.
 1904 West Grand Parkway Suite 100, Katy, Texas 77449
 Phone 713.953.5200 Fax 713.953.5026 FRN-F-1386

LJA PROJECT NO.: 2134-1603

SUBMITTED: SCALE: 1"=80'
 DATE: DEC-16
 SURVEYED BY: F B NO:

DESIGNED BY: JNP
 DRAWN BY: JNP
 SHEET NO. 1 OF SHEETS
 CITY DWG NO:

Date: 11/16/16, User: jnp, Project: 2134-1603, Drawing: Overall Water and Sanitary Layout, Sheet: 1 of 1

DCT DUPONT - JOB NO. 2134-1603 (PUBLIC)

STATE OF TEXAS §

COUNTY OF HARRIS §

CITY OF LA PORTE
WATER SERVICE AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and DCT PetroPort LLC, a Delaware limited liability company hereinafter called "COMPANY".

I.

COMPANY is the owner of certain real property which is situated within the CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing potable water from CITY for usual human domestic uses. Previous planning considerations for the long-range potable water supply of CITY did not include the needs of properties located outside the corporate limits of CITY. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited water service. CITY agrees, however, to provide limited potable water service to COMPANY. For and in consideration of furnishing domestic potable water by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees that will be located at the COMPANY'S property as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Full-Time Employees on site	<u>50</u>
+ Number of Full-Time Contract Employees on site	<u>0</u>
= Total On-Site Full-Time Employees	<u>50</u>
Potable Water Approved for Domestic Use (Total on-site Employees times 50 gpd per employee)	<u>2,500</u>
Total Amount of Potable Water Approved for COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

IV.

CITY has determined that adequate resources are available to CITY to furnish potable water to COMPANY based on the following terms and conditions, to-wit:

- (A) COMPANY shall pay to CITY a one-time administrative fee of \$ 5,000_____.
- (B) The total amount of potable water approved to COMPANY is established at 2,500_____ () gallons per day. This number is based on an average of fifty (50) gallons per employee per day as established by CITY.
- (C) The average monthly volume of 76,250_____ () gallons is established by multiplying the average daily volume by a factor of 30.5, which shall be used to facilitate CITY'S utility service billings.
- (D) Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 76,250_____ () gallons. Repeated consumption greater than the established average monthly volume may result in termination of service.
- (E) COMPANY shall pay the standard water tap/meter fee based on CITY'S current tap/meter fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard water deposit fee through CITY'S Utility Billing Division prior to receiving water service from CITY.
- (F) The cost of water up to the average monthly volume of 76,250_____ () gallons shall be billed at one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G) The cost of water for amounts used in excess of the established average monthly volume shall be billed at two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (H) COMPANY shall submit a preliminary site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development may be subject to certain additional requirements as described in Exhibit A. These requirements shall be shown on the final site plan and approved by City.
- (I) COMPANY'S site design and site development will, in certain cases, be subject to specific "Rules and Regulations" as defined in Exhibit "C" of COMPANY'S Industrial District Agreement with CITY.
- (J) All plumbing installed by COMPANY connected to the domestic water line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements.
- (K) A reduced pressure zone backflow preventer shall be installed and maintained by COMPANY to protect CITY from any possible cross-connections.
- (L) COMPANY'S potable water supply system will be segregated from any existing and future fire protection system.

- (M) The total cost for the engineering design and construction of any potable water main, service line, back flow preventer, meter or other required appurtenances will be the responsibility of COMPANY.
- (N) COMPANY agrees to be bound by all applicable ordinances of CITY, relative to the furnishing of potable water to customers within the corporate limits of CITY.
- (O) There shall be no resale of water provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (P) CITY'S personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY shall have the right to inspect any and all work related to the furnishing of potable water to COMPANY.
- (Q) CITY shall have the right to interrupt or temporarily suspend said water service to COMPANY if an emergency arises and there is not an adequate water supply to meet the needs of the citizens of La Porte.
- (R) CITY reserves the right to enforce its drought contingency plan on all water customers at CITY'S sole discretion.
- (S) CITY does not guarantee its water system to provide specific water pressure and/or water volume requirements of COMPANY.

V.

All expenses of the installation of the meter; service lines from the main to the meter; and from the meter to COMPANY'S facilities, shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities beyond the meter. CITY shall own the meter.

VI.

In the event a State or Harris County license, permit, or permission to install the water main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S water facilities, reading its water meter(s) and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects

within ten (10) calendar days from date of written notice by CITY may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public water supply is threatened.

IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another water supply. If the transition is not complete within said six-month period, CITY shall have the right to terminate water service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Water Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Water Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall expire on DECEMBER 31, 2019 plus any renewals and extensions thereof. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the _____ day of _____.



Signature of Company's Authorized Representative

Printed Name: DAVID M. LAWRENCE

Company Representative's Title: VICE PRESIDENT

Company's Address:

10796 Kempwood Drive

Houston, Texas 77043

ATTEST:

CITY OF LA PORTE

Patrice Fogarty
City Secretary

Louis R. Rigby
Mayor

APPROVED:

Knox W. Askins, for

By:

Knox W. Askins
City Attorney

Corby Alexander
City Manager

EXHIBIT "A"
to Water Service Agreement

The Water Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive water service from CITY per the terms of the Water Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

Additional Requirements of COMPANY:

1.

Initial for Approval:

CITY APPROVAL: _____

COMPANY APPROVAL: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

CITY OF LA PORTE
SANITARY SEWER SERVICE AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and DCT PetroPort LLC, a Delaware limited liability company hereinafter called "COMPANY".

I.

COMPANY is the COMPANY of certain real property, which is situated in CITY'S Battleground or Bayport Industrial District and not within the corporate limits of the CITY. CITY and COMPANY are parties to a current Industrial District Agreement.

II.

COMPANY is desirous of purchasing sanitary sewer service from CITY for usual human domestic uses. COMPANY recognizes that CITY cannot at this time provide permanent and unlimited sanitary sewer service. CITY agrees, however, to provide limited sanitary sewer service to COMPANY. For and in consideration of furnishing sanitary sewer service by CITY, the parties hereto agree as follows, to-wit:

III.

COMPANY has made certain representations to CITY as to the number of employees, as of the date of this agreement, upon which representations CITY has relied in entering into this Agreement.

Upon review of these representations, the City has determined the following:

Number of Employees on-site	<u>50</u>
Number of Contract Employees	<u>0</u>
Total on-site Employees	<u>50</u>
Sanitary Sewer Desired for Domestic Use (Total on-site times 50 gpd per employee)	<u>2,500</u>
Total Amount of Sanitary Sewer Approved For COMPANY (Average Daily Volume, gpd)	<u>2,500</u>

IV.

CITY has determined that adequate facilities are available to allow CITY to furnish sanitary sewer to COMPANY based on the following terms and conditions, to-wit:

- (A). COMPANY shall pay to CITY a one-time administrative connection charge of \$ 5,000.
- (B). COMPANY shall pay the standard sewer tap fee based on CITY'S current sewer tap fee schedule. Upon final approval of COMPANY'S on-site and/or off-site utility construction by CITY, COMPANY shall pay the CITY'S standard sewer deposit fee through CITY'S Utility Billing Division prior to receiving sewer service from CITY.
- (C). The average daily volume is established at 2,500 () gallons per day. This number is based on an average of fifty (50) gallons per employee per day established by CITY.
- (D). The average monthly volume is calculated to be eighty-five percent (85%) of the average daily volume multiplied by a factor of 30.5, which shall be used to facilitate service billings.
- (E). The cost of sanitary sewer service up to the average monthly volume of 64,813 () gallons shall be one hundred fifty percent (150%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (F). The cost of sanitary sewer service for amounts in excess of the established average monthly volume shall be two hundred percent (200%) of the CITY'S rate as established from time to time for commercial customers inside its corporate limits.
- (G). Nothing contained in this Agreement shall obligate CITY to furnish more than the average monthly volume of 64,813 (). Repeated sanitary sewer delivery greater than the established average monthly volume may result in termination of service.
- (H). COMPANY agrees that during periods when the CITY'S collection system is surcharged, the CITY may require the suspension of use of the sanitary sewer system for periods not to exceed thirty-six hours.
- (I). CITY shall have the right to interrupt or temporarily suspend said sanitary sewer service to COMPANY if an emergency arises and there is not an adequate sewer collection or treatment capacity to meet the needs of the citizens of La Porte.
- (J). COMPANY shall file application with CITY for an Industrial Waste Permit and hereby agrees to be bound by CITY'S Industrial Waste Ordinance (Chapter 74, Article II of the Code of Ordinances) and any subsequent amendments or revisions.
- (K). Owner shall install a sanitary sewer sampling well in accordance with CITY'S standards to ensure no sewer waste, other than domestic waste enters its sanitary sewer system.
- (L). The total cost for the engineering design and construction of any sanitary sewer main, service line, lift station, meter or other required appurtenances will be the responsibility of COMPANY.

- (M). COMPANY agrees that it shall be bound by all applicable ordinances of CITY, relative to the furnishing of sanitary sewer service to customers within the corporate limits of CITY.
- (N). COMPANY shall install a sanitary sewer sampling well in accordance with CITY's standards.
- (O). All plumbing installed by COMPANY connected to the sanitary sewer line from CITY, shall meet all applicable State of Texas and CITY plumbing code requirements. CITY'S engineering and code enforcement personnel shall have the right of prior review and approval of COMPANY'S plans and specifications for the plumbing system(s). CITY plumbing inspectors shall have the right to inspect any and all work related to the furnishing of sanitary sewer service to COMPANY.
- (P). There shall be no resale of the sanitary sewer service provided by CITY, nor any extension of service lines by COMPANY to serve other parties.
- (Q). COMPANY shall submit a certified site plan showing the total acreage of the tract including present and proposed improvements and a suitable location map of the site. COMPANY'S development project may be subject to certain additional requirements as described in Exhibit "A", attached. These requirements shall be shown on the site plan and approved by City.

V.

All expenses of the installation of service lines from the main to the COMPANY'S facilities shall be solely at the expense of COMPANY. COMPANY shall own and maintain all service lines and plumbing facilities.

VI.

In the event a State or Harris County license, permit, or permission to install the sanitary sewer main is revoked, or relocation or adjustment is required, CITY will not be responsible for the expense of such relocation, adjustment, or replacement.

VII.

CITY reserves the right of entry at all reasonable times for the purpose of inspection of COMPANY'S sanitary sewer facilities, and to observe compliance with the terms and conditions of this Agreement. When exercising its right of entry, CITY shall notify COMPANY in advance. CITY also agrees to follow established health and safety policies in effect at COMPANY'S facility.

VIII.

CITY reserves the right to terminate this agreement in the event of violation of the terms and provisions hereof by COMPANY. CITY will provide COMPANY with written notice of any defects and COMPANY shall have the opportunity to cure any defects. Failure to correct defects within ten (10) days may result in termination of Agreement. CITY shall have the right to summarily correct, at COMPANY'S expense, any defect or deficiency, when in its opinion the integrity of the public sanitary sewer system is threatened.

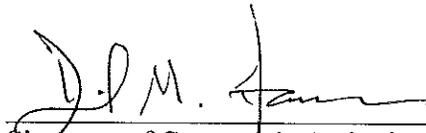
IX.

Upon receipt of written notice of termination, COMPANY shall have up to six (6) months to prepare for transition to another sanitary sewer service provider. If the transition is not complete within said six-month period, CITY shall have the right to terminate sanitary sewer service at its sole discretion.

X.

In the event of any conflict between the terms and provisions of this Sanitary Sewer Service Agreement and the terms and provisions of the Industrial District Agreement between the parties, the terms and provisions of the Sanitary Sewer Service Agreement shall control, to the extent of such conflict. The term of this Agreement shall terminate on DECEMBER 31, 2019. However, this Agreement shall automatically expire at such time as there is no effective Industrial District Agreement between the parties or if CITY exercises its right of termination.

ENTERED INTO effective the _____ day of _____, _____.



Signature of Company's Authorized Representative

Printed Name: DAVID M. LAWRENCE

Company Representative's Title: VICE PRESIDENT

Company's Address:

10796 Kempwood Drive

Houston, Texas 77043

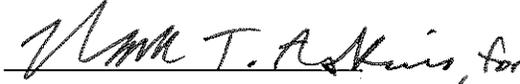
ATTEST:

CITY OF LA PORTE

Patrice Fogarty
City Secretary

Louis R. Rigby
Mayor

APPROVED:

 By: _____

Knox W. Askins
City Attorney

Corby Alexander
City Manager

EXHIBIT "A"
to Sanitary Sewer Service Agreement

The Sanitary Service Agreement is hereby amended and supplemented to include the following additional requirements agreed to by CITY and COMPANY. These requirements represent contractual obligations of COMPANY to receive sewer service from CITY per the terms of the Sanitary Service Agreement and this addendum. COMPANY shall fulfill each of the following additional requirements as set forth below.

Additional Requirements of COMPANY:

- 1.

Initial for Approval:

CITY APPROVAL: _____

COMPANY APPROVAL: _____

- City Use Only -

Rec'd by: _____ Date: _____
Date of Initial Review Meeting: _____
Date of Internal Review Meeting: _____
Request Meets Policy Guidelines?: Y or N
Date of Notification to Company: _____

**APPLICATION for WATER / SEWER SERVICE to COMPANIES
WITH AN INDUSTRIAL DISTRICT AGREEMENT (IDA)**

Note: Submittal of partial or incomplete information may delay processing of your application

1.) COMPANY NAME (per Applicant's IDA w/ City):

Name: E.I. Dupont De Nemours and Company

Phone #: 515-201-5844

Fax #: 515-535-4112

E-Mail: craig.rueschhoff@pioneer.com

Company Address: 7000 NW 62nd Avenue, P.O. Box 1000
Johnston, IA 50131

2.) *SITE TENANT (if other than "Company"):

Company Name: DCT PetroPort LLC

Phone # 832-204-4454

Fax #: 832-20-4449

Address: 10796 Kempwood Drive
Houston, Texas 77043

Contact Name: David Lawrence

3.) PROPERTY DATA (If available, include any survey, plat, site plan, map or sketch of the subject site with this form):

*Company's Industrial District Agreement No.: 2007 - IDA - 06

*Site Address: 850 & 860 Sens Road

Site HCAD ID(s): 0 4 0 - 1 7 4 - 0 0 0 - 0 0 2 8 ; 0 4 0 - 1 7 4 - 0 0 0 - 0 0 2 7 ;

Total Site Acreage (Per Exhibit "A" of Company's IDA): 34.759 Acres out of an approximately
822.154 Acres within IDA

4.) SITE FACILITY INFORMATION (If available, include any site plan or sketch of the subject facility with this form):

New Construction

Describe Project: Office/Warehouse development with two warehouse style buildings with approximately 241,683 SF of
warehouse space and 11,000 sf of office space

New Tenant Requesting Additional Water and/or Sanitary Sewer Allocation

(Specify reason(s) for additional allocation request: _____)

*Full-time Regular + Full-time Contract Employees who will occupy this facility: 50 Total Full-Time Employees

**Current Amount of Water Allocated to Company by existing Water Service Agreement: _____ gallons per month

**Current Amount of Sewer Allocated to Company by existing Sewer Service Agreement: _____ gallons per month

5.) WATER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):

Domestic Uses (i.e. Drinking, Flushing, Etc.)

Other (describe): _____

6.) SANITARY SEWER SERVICE IS REQUESTED to COMPANY'S SITE FOR THE FOLLOWING PURPOSE(S):

Domestic Uses (i.e. Wastewater from domestic uses)

Other (describe): _____

* An Administrative Fee of \$100 per employee is assessed for each agreement (Min Fee = \$5,000; Max Fee = \$15,000)

**If Applicable



May 24, 2017

Mr. Lorenzo Wingate, EIT, CFM
City of La Porte
Engineering Department
2963 North 23rd Street
La Porte, Texas 77571

Re: DCT Industrial PetroPort, Sens Road
850 and 860 Sens Road
La Porte, Texas 77571
LJA Project No.: 2134-1603A (6.1)

Dear Mr. Wingate:

On behalf of our client, DCT PetroPort LLC, we are requesting a reservation for water and sanitary sewer capacity from the City of La Porte for a proposed 34.759-acre tract consisting of two (2) warehouse buildings with approximately 11,000 sf of office space and 241,683 sf of warehouse space, totaling 252,683 square feet. The site is located at 850 and 860 Sens Road, approximately 500 feet north of the intersection of SH 225 and Sens Road.

We are requesting capacity of approximately 2,500 gallons per day (GPD) for wastewater and water capacity for 6.94 equivalent single family connections (ESFC).

Type of Development	Total Square Footage	Number of Full time Employees	Projected Wastewater Demand ⁽²⁾	Projected Wastewater Demand (GPD) ⁽¹⁾	Requested Wastewater Capacity (GPD) ⁽¹⁾
Warehouse/Office	252,683	50	6.94 ESFC	2,500 GPD	2,500 GPD

(1) Based on City of La Porte WSA Policy - 50 gallons per day per full time employee.

(2) 1 service unit (ESFC) = 360 gallons per day.

If you have any questions or require additional information, please contact me by phone at 713.953.5054 or by email at abarbier@lja.com. Your earliest attention to the project will be greatly appreciated.

Sincerely,

Amanda F. Barbier, PE
Project Manager

AFB/dl

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 12, 2017</u>	<u>Appropriation</u>
Requested By: <u>Shelley Wolny</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: _____
Report: <input type="radio"/> Resolution: <input checked="" type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
Attachments :	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Resolution
2. Resale 2012-55685 & Tax Resale Deed

SUMMARY & RECOMMENDATIONS

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

2012-55685 – Lot 142 Block 12, Spenwick Place Sec 2 – Offer \$10,041.78

(Adjudged Value = \$11,865.00, Cost + Taxes = \$10,041.78)

Action Required of Council:

Consider approval or other action of the Resolution authorizing the sale on the property listed above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2017- .

RESOLUTION AUTHORIZING THE RESALE OF CERTAIN PROPERTY

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

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

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

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

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

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

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

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

PASSED AND APPROVED this the 12th day of June 2017.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

EXHIBIT A

TAX RESALE PROPERTY TO BE SOLD

TRACT 1: Resale Property 2012-55685
Legal Description: LT 142 BLK 12, SPENWICK PLACE SEC 2
HCAD #084-291-000-0142
Offer Amount: \$10,041.78

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

IN TESTIMONY, WHEREOF, THE CITY OF LA PORTE, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2012-55685 has caused these presents to be executed this _____day of _____ 2017.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

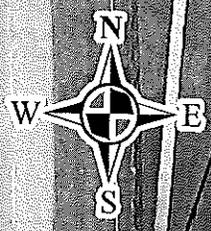
BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

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

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

GRANTEE:
Aurelio Garcia
9904 King William Dr.
La Porte, TX 77571



HCAD # 084-291-000-0142
Blk 12 Lot 142
Spenwick Place Sec 2



UNDERWOOD RD

3200
0382340030003

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 12, 2017 Appropriation
Requested By: Shelley Wolny Source of Funds: N/A
Department: Finance Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

- 1. Resolution**
- 2. Summary of Foreclosure Activity 2015-16202**
- 3. Map**

SUMMARY & RECOMMENDATIONS

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had these properties on our public resale list for more than an adequate amount of time and there has been no interest in purchasing the property at the minimum bid amount set by the judgment; at this time we are asking the city council to pass a resolution to lower the minimum bid, so that we can have a second public sale by the constables office and hopefully get an interested party that will purchase these properties so that they can be taxable again; or even develop the property.

Tax Code Section 34.05 (c) The taxing unit purchasing the property by resolution of its governing body may request the sheriff or a constable to sell the property at a public sale. If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates (these properties have past the redemption period), any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body may request the sheriff or a constable in writing to sell the property at a public sale. On receipt of a request made under this subsection, the sheriff or constable shall sell the property at a public sale as provided by Subsection (d).

This property is being proposed for a second sheriff's sale because there is an interested buyer. However, the buyer has offered to pay \$5,000 for the property; however, the minimum we could accept in a private sale would be \$10,000. The current condition of the property limits the value that we could reasonably expect, as there tree/debris removal necessary for development. The City has held this property in trust since May 2016.

Action Required of Council:

Consider approval or other action of the Resolution authorizing the constable's office to hold a second public sale on the property listed above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING THE PUBLIC RESALE OF PROPERTY ACQUIRED THROUGH TAX FORECLOSURE BY THE CONSTABLE OF HARRIS COUNTY.

On the 12th day of June, 2017, at the regularly scheduled meeting of the City Council of the City of La Porte, a motion was duly made and seconded for the City of La Porte to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The City of La Porte requests that the Constable of Harris County conduct such sale in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; and further that the City of La Porte notify the Constable that it would not object to a sale price of such property in the sum of: See Exhibit "A".

Discussion amongst the City Council was then conducted, and upon completion of the same the Mayor of the City of La Porte called a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED by the City Council of the City of La Porte, Texas, that the City of La Porte offer for resale, in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, the property described on Exhibit "A" and that the Constable is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such property is as set forth on Exhibit "A".

Passed by the City Council 12th day of June, 2017.

CITY OF LA PORTE

Louis R Rigby, Mayor

ATTEST:

Patrice Fogerty, City Secretary

EXHIBIT "A"

Legal Description:

LOTS 9 & 10, BLK 90 OF LA PORTE, CITY OF LA PORTE, IN HARRIS COUNTY, TEXAS. HCAD NO. 023-209-000-0009 SITUS: 0 N 6TH STREET. DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS.

Minimum Bid: \$5,000.00.

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO: 023-209-000-0009 **Property Struck off for: Taxes + Post Judgement Taxes**
 CAUSE NO: 2015-16202
 PLAINTIFF(S): La Porte Independent School District
 JUDGMENT AGAINST: Melba Riley

JUDGMENT DATE: May 18, 2016 STRUCK OFF DATE: October 21, 2016
 ORDER OF SALE: August 11, 2016
 DEED RECORDED DATE: November 8, 2016 STRUCK OFF TO: City of La Porte
 CONSTABLE: Phil Sandlin, Constable Precinct No 8
 PROPERTY ADDRESS: 0 N 6th St La Porte, TX 77571
 LEGAL DESCRIPTION: LT 9 &10, BLK 90

ADJUDGED VALUE (IN JUDGMENT): \$10,000.00
 SQUARE FOOTAGE: 6,250

SUMMARY OF SALE ACTIVITY

BIDDER: Tyrone Jones BIDDER'S ADDRESS: 6338 N FM 565 RD
 AMOUNT OF BID: \$5,000.00 Cove, TX 77523
 AMOUNT OF DEPOSIT: \$350.00
 AMOUNT DUE: \$4,650.00 BIDDER'S PHONE NO: 281 630 7301

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY TAXES	%	TOTAL
AMOUNT DUE	\$1,884.01	40.83%	\$1,793.43	38.87%	\$936.35	20.29%	\$4,613.79

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES & POST JUDGEMENT LIENS
\$5,000.00	\$1,132.75	\$475.00	\$1,335.00	\$635.39	\$1,421.86

PRORATED TAX AMOUNTS TO EACH JURISDICTION

OWED TO	COUNTY	%	SCHOOL	%	CITY	%	COLP LIENS	TOTAL
PRORATED AMOUNT	\$580.61	40.83%	\$552.69	38.87%	\$288.56	20.29%	\$0.00	\$1,421.86

Amount of Bid: \$5,000.00

Costs:

- District Clerk \$1,097.75 Chris Daniel
- Tax Master \$35.00 Kristen Brauchle
- Constable Fee \$225.00
- Publication \$250.00
- Abstract Fee \$450.00
- Cost \$95.39
- Advertising Fee/Deed Recording \$90.00
- Ad Litem Fee \$1,335.00 Donald Sepolio

Total Costs \$3,578.14

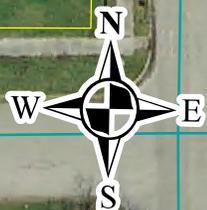
Bid Amount Less Costs \$1,421.86

City of La Porte Post Judgement Liens \$0.00

Total Amount of Taxes to Prorate \$1,421.86

Taxing Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$936.35	20.29%	\$288.56
La Porte ISD	\$1,793.43	38.87%	\$552.69
Harris County	\$1,884.01	40.83%	\$580.61
	<u>\$4,613.79</u>	100.00%	<u>\$1,421.86</u>

Costs + Taxes + Liens \$8,191.93
 Adjudged Value \$10,000.00



532
0232150020001

0
0232160030001

0
0232160030001

W MADISON ST

431
0232100000031

430
0232090000001

429
0232090000030

421
0232100000027

430
0232090000003

0
0232090000029

417
0232100000025

0
0232090000005

423
0232090000027

415
0232100000023

416
0232090000031

0
0232090000025

409
0232100000021

0
0232090000009

0
0232090000023

405
0232100000019

0
0232090000032

0
0232090000021

401
0232100000017

401
0232090000013

HCAD # 023-209-000-0009
Blk 90 Lots 9 & 10
Town of La Porte

607
0232030780031

402
0232090000033

401
0232090000017

W TYLER ST

327
0232030780028

312
0232030790001

331
0232030790031

327
0232030780028

312
0232030790002

210
0232030790029

312
0232030790003

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 12, 2017 Appropriation
Requested By: Ian Clowes Source of Funds: N/A
Department: Planning & Development Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Ordinance
2. Deed without warranty
3. Appraisal Summary
4. Centerpoint Energy Response
5. AT&T Response
6. Comcast Response
7. Area Map

SUMMARY & RECOMMENDATIONS

The City has received and processed an application from Sally Williams/Majesty Real Estate Holdings, LLC to vacate, abandon and close a portion of the north/south alley in Block 122, Town of La Porte. Staff's review of the application has determined no City or franchised utilities exist within the closing area.

In accordance with Sections 62-32 of the City's Code of Ordinances, an appraisal of the subject alley has been obtained by the City in order to establish fair market value. The appraisal report has established a value of \$6.00 per square foot for the subject alley. Closing fees in the amount of \$4,800.00 have been paid by the applicant and placed in escrow pending final consideration and action by Council.

Action Required of Council:

Consider approval or other action of an ordinance vacating, abandoning, and closing a portion of the north/south alley in Block 122, Town of La Porte, and authorize the City Manager to execute a deed to the applicant for the subject alley.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2017-_____

AN ORDINANCE VACATING, ABANDONING AND CLOSING THE PORTION OF THE NORTH/SOUTH ALLEY IN BLOCK 122, TOWN OF LA PORTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNER; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte has been requested by the record owner of the property abutting the hereinafter described portion of the north/south alley in block 122, Town of La Porte, and;

WHEREAS, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the hereinafter described portion of the north/south alley in Block 122, Town of La Porte is not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of hereinafter described portion of the north/south alley in Block 122, Town of La Porte is for the protection of the public and for the public interest and benefit, and that the hereinafter described portion of the north/south alley in Block 122, Town of La Porte should be vacated, abandoned, and permanently closed.

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

Section 1. Under and by virtue of the power granted to the City of La Porte under its home rule charter and Chapter 253, Section 253.001, Texas Local Government Code, the hereinafter described portion of the north/south alley in Block 122, Town of La Porte is hereby permanently vacated, abandoned, and closed by the City of La Porte, being generally illustrated on Exhibit "A" incorporated herein, and further described to wit:

Being an 800 square foot tract of land out of Block 122, Town of La Porte, being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Lot 9, Block 122, Town of La Porte, said point being located at the intersection of the westernmost line of the north/south alley in Block 122, Town of La Porte, and the south line of Clear Creek Equipment;

THENCE in an easterly direction, along the south line of Clear Creek Equipment, a distance of 16.00 feet to the northwest corner of Lot 24, Block 122, Town of La Porte;

THENCE in a southerly direction along the east line of the north/south alley in Block 122, Town of La Porte, a distance of 50 feet to the southwest corner of Lot 23, Block 122, Town of La Porte;

THENCE in a westerly direction across the north/south alley in Block 122, Town of La Porte, a distance of 16 feet to the southeast corner of Lot 10, Block 122, Town of La Porte;

THENCE in a northerly direction along the west line of the north/south alley in Block 122, Town of La Porte, a distance of 50 feet to the POINT OF BEGINNING of the herein described tract.

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

Section 3. This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED THIS _____ DAY OF _____ 2017.

CITY OF LA PORTE, TEXAS

By:

Louis R. Rigby, Mayor

ATTEST:

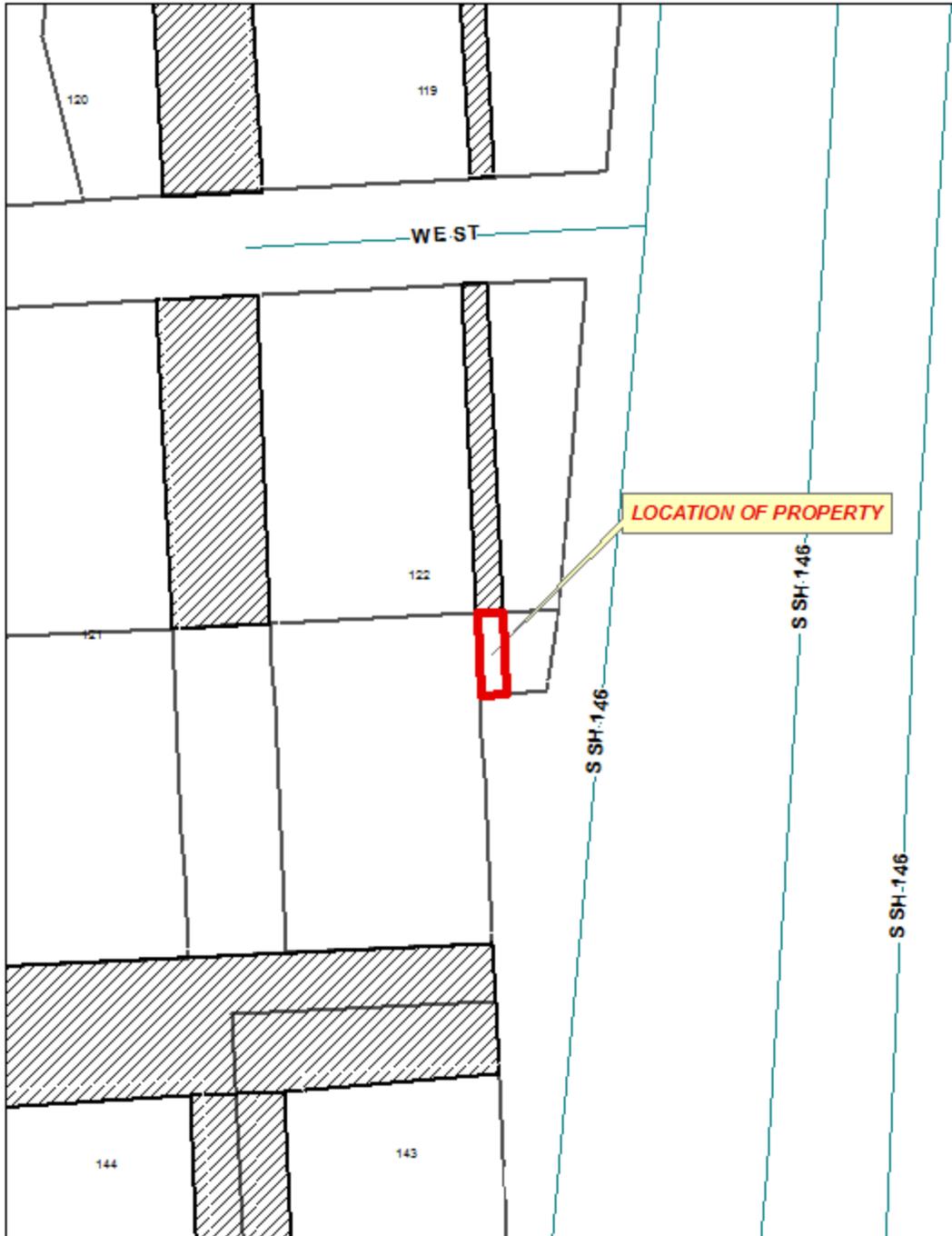
Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

EXHIBIT "A" TO ORDINANCE



DEED WITHOUT WARRANTY

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

Date: _____, 2017

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

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

Grantee: Majesty Real Estate Holdings, LLC

Mailing Address: 602 Highway 146 S., La Porte, TX. 77571

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

Property: (including any improvements):

Being an 800 square foot tract of land out of Block 122, Town of La Porte, being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Lot 9, Block 122, Town of La Porte, said point being located at the intersection of the westernmost line of the north/south alley in Block 122, Town of La Porte, and the south line of Clear Creek Equipment;

THENCE in an easterly direction, along the south line of Clear Creek Equipment, a distance of 16.00 feet to the northwest corner of Lot 24, Block 122, Town of La Porte;

THENCE in a southerly direction along the east line of the north/south alley in Block 122, Town of La Porte, a distance of 50 feet to the southwest corner of Lot 23, Block 122, Town of La Porte;

THENCE in a westerly direction across the north/south alley in Block 122, Town of La Porte, a distance of 16 feet to the southeast corner of Lot 10, Block 122, Town of La Porte;

THENCE in a northerly direction along the west line of the north/south alley in Block 122, Town of La Porte, a distance of 50 feet to the POINT OF BEGINNING of the herein described tract, which tract was vacated, abandoned and closed by City of La Porte Ordinance No. 2017-_____ passed and approved by the City Council of the City of La Porte on the _____ day of _____, 2017.

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

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

Attest:

City of La Porte, Texas

Patrice Fogarty
City Secretary

By: _____
Corby D. Alexander
City Manager

Approved:



Clark T. Askins
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____ day of _____, 2017, by Corby D. Alexander, City Manager of the City of La Porte, Texas, a municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

PREPARED IN THE LAW OFFICE OF:

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

R.C. Chuoke & Associates, Inc.

Appraisers & Consultants

P.O. Box 1447
League City, Texas 77574

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

March 30, 2017

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

RE: Restricted Appraisal regarding the estimated **Market Value** of a portion of an existing 16 foot alleyway out of Block 122 of the Town of La Porte, Harris County, Texas.

Dear Sirs:

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

BRIEF LEGAL DESCRIPTION OF PROPERTY

Known as a portions of the South 11th Street ROW and a part of the existing 16 foot alley out of Block 122 of the Town of La Porte located in Harris County, Texas. (See Site plan in addenda).

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

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

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

The market values in the subject neighborhood appear to vary generally from +-\$4.00 PSF to over \$8.00 PSF for tracts generally similar to the subject property with locations that range from primary to secondary type roadways. The "parent tracts" surrounding the subject parcels consists of commercial and light industrial tracts. Some of these parcels are improved with retail or office buildings, hotels and office/warehouse/yard facilities. These sites are reported to have general access public utilities. The site appears to be generally flat and level. The adjacent property used include a hotel to the south, equipment yard to the north and detention areas to the west. The subject property not located is in the 100 year flood plain. (Appears nearby). The Highest and Best Use of the subject property is determined to be for commercial development. The client and intended user of this appraisal is the City of La Porte only. The intended use is to estimate the current market value of the subject property of this analysis as described above. There has been no other transfer of the subject property noted for the past 36 months per client data. The effective date of the appraisal is March 25, 2017. The date of the report is March 30, 2017. The estimated exposure time is up to 24 months.

After a review of the comparable sales it is my opinion the estimated unit value range of between **\$4.00 PSF to \$8.00 PSF** would be placed on the subject property with a mid-range value of **\$6.00 PSF** being indicated for the parent tract. Therefore the unit market value of the subject tract is estimated at **\$6.00 PSF which is based on 100% fee simple ownership with no discounting applied.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "C Chuoke", is written over a horizontal line.

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



November 28, 2016

Randy Williams
Majesty Real Estate Holdings, LLC
602 Highway 146 South
La Porte, Texas 77571

Re: Street & Alley Closure at N. 10th Street and N 11th Street
RW File # 95115

Dear Mr. Williams:

The City of La Porte, Texas has been asked to close and abandon a portion of N. 10th and N. 11th Street.

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

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

Yours truly,

A handwritten signature in blue ink that reads "Rosemary Valdez".

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

Enclosures



AT&T Texas
7602 Spring Cypress Drive
Room 226
Spring, TX 77379-3113

T: 281.379.7524
F: 281.374.3318

February 14, 2017

Roxanne Spalding
AAA Appraisal Services, LLC
715 Clear Lake Road
Kemah, Texas 77565

RE: "Consent to Abandon" of a portion of a 16' wide and a portion of 11th Street, LaPorte, Harris County, Texas. (R.O.W. Job # LP 00117-M)

Dear Ms. Spalding,

Southwestern Bell Telephone Company (SWBT) offers "**No Objection**" to the Abandonment of a 16' wide Alley, located between Lots 9-10 and Lots 23-24, and east of Lots 11 thru Lots 16, of Block 12. SWBT also offers "**No Objection**" to the Abandonment of the 200' long by 60' wide Right-of-Way of 11th Street, located between Lots 9 thru 16, of Block 122, and Lots 17 thru 24, of Block 121, all being of La Porte Townsite, Harris County, according to the map or plat thereof recorded in Volume 58, Page 460 of the Deed Records of Harris County, Texas, as shown on Survey prepared by Billy L. Shanks, dated November 8th, 2016, and described in your Acceptance Letter dated December 14th, 2016.

I have included a Release of Easement document for the release of Southwestern Bell Telephone Company's interests in the Alley. The release is for the owner to keep and it will be the owner's responsibility to have the release recorded. If you have any questions or need any additional information please contact me at the above address or by telephone at 713 943-4931 or by email at sm8285@att.com

Sincerely,

Sonya Merrill
Manager-Engineering Design
Right-of-Way

Attachment:



November 19, 2016

Mr. Randy Williams
Majesty Real Estate Holdings, LLC
602 Highway 146 South
La Porte, Texas 77571-4834

Re: No Objection to the abandonment of the 60' X 200' city right of way and 16' X 50' alley located in the 600 block, adjacent to 0 N 10th Street and 0 N 11th Street per the Harris County appraisal District Facet Map 6253A (Attached).

To Whom It May Concern,

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objections to the abandonment of the 60' X 200' city right of way and 16' X 50' alley located adjacent to 0 N 10th Street and 0 N 11th Street per the HCAD Facet Map 6253A map, as Comcast has no facilities within the limits of this closure. The legal description of the properties surrounding the right-of- way is as follows:

Lots 17 through 24, in Block 121, and Lots 9 through 16, 23, and 24 in Block 122 of La Porte Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 460 of the Deed Records of Harris County, Texas. (Save and except that portion of Lots 23 and 24 in Block 122 as conveyed unto the State of Texas by deed filed under Volume 5721, Page 167 (B988770) of the Deed Records of Harris County, Texas).

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

Sincerely,

Chris Grey
Construction Supervisor, Design and Serviceability

AREA MAP - ALLEY BLK 122 CLOSURE



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 12, 2017 Appropriation
Requested By: Ian Clowes Source of Funds: N/A
Department: Planning & Development Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Ordinance
2. Deed without warranty
3. Appraisal Summary
4. Centerpoint Energy Response
5. AT&T Response
6. Comcast Response
7. Area Map

SUMMARY & RECOMMENDATIONS

The City has received and processed an application from Sally Williams/Majesty Real Estate Holdings, LLC to vacate, abandon and close a portion of the 11th St. right-of-way, between Blocks 121 and 122, Town of La Porte. Staff's review of the application has determined no City or franchised utilities exist within the closing area.

In accordance with Sections 62-32 of the City's Code of Ordinances, an appraisal of the subject alley has been obtained by the City in order to establish fair market value. The appraisal report has established a value of \$6.00 per square foot for the subject right-of-way. Closing fees in the amount of \$72,000.00 have been paid by the applicant and placed in escrow pending final consideration and action by Council.

Action Required of Council:

Consider approval or other action of an ordinance vacating, abandoning, and closing a portion of the 11th St. right-of-way, between Blocks 121 and 122, Town of La Porte, and authorize the City Manager to execute a deed to the applicant for the subject ROW.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2017-_____

AN ORDINANCE VACATING, ABANDONING AND CLOSING THE PORTION OF THE 11TH STREET RIGHT-OF-WAY LOCATED BETWEEN BLOCKS 121 AND 122, TOWN OF LA PORTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED TO THE ADJOINING LANDOWNERS; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of La Porte has been requested by the record owner of the property abutting the hereinafter described portion of the 11th Street right-of-way, located between Blocks 121 and 122, Town of La Porte, and;

WHEREAS, the City Council of the City of La Porte has determined and does hereby find, determine, and declare that the hereinafter described portion of the 11th Street right-of-way, located between Blocks 121 and 122, Town of La Porte is not suitable, needed, or beneficial to the public as a public road, street, or alley, and the closing of hereinafter described portion of the 11th Street right-of-way, between Blocks 121 and 122, Town of La Porte is for the protection of the public and for the public interest and benefit, and that the hereinafter described portion of the 11th Street right-of-way, between Blocks 121 and 122, Town of La Porte should be vacated, abandoned, and permanently closed.

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

Section 1. Under and by virtue of the power granted to the City of La Porte under its home rule charter and Chapter 253, Section 253.001, Texas Local Government Code, the hereinafter described portion of the 11th Street right-of-way, between Blocks 121 and 122, Town of La Porte is hereby permanently vacated, abandoned, and closed by the City of La Porte, being generally illustrated on Exhibit "A" incorporated herein, and further described to wit:

Being a 12,000 square foot tract of land between Blocks 121 and 122, Town of La Porte, being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Lot 24, Block 121, Town of La Porte, said point being located at the intersection of the westernmost line of the 11th Street ROW in Block 121, Town of La Porte, and the south line of Clear Creek Equipment;

THENCE in an easterly direction, along the south line of Clear Creek Equipment, a distance of 60.00 feet to the northwest corner of Lot 9, Block 122, Town of La Porte;

THENCE in a southerly direction along the east line of the 11th Street ROW a distance of 200 feet to the southwest corner of Lot 16, Block 122, Town of La Porte;

THENCE in a westerly direction along the north line of Super 8 La Porte a distance of 60 feet to the southeast corner of Lot 17, Block 121, Town of La Porte;

THENCE in a northerly direction along the west line of the 11th Street ROW a distance of 200 feet to the POINT OF BEGINNING of the herein described tract.

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

Section 3. This ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED THIS _____ DAY OF _____ 2017.

CITY OF LA PORTE, TEXAS

By:

Louis R. Rigby, Mayor

ATTEST:

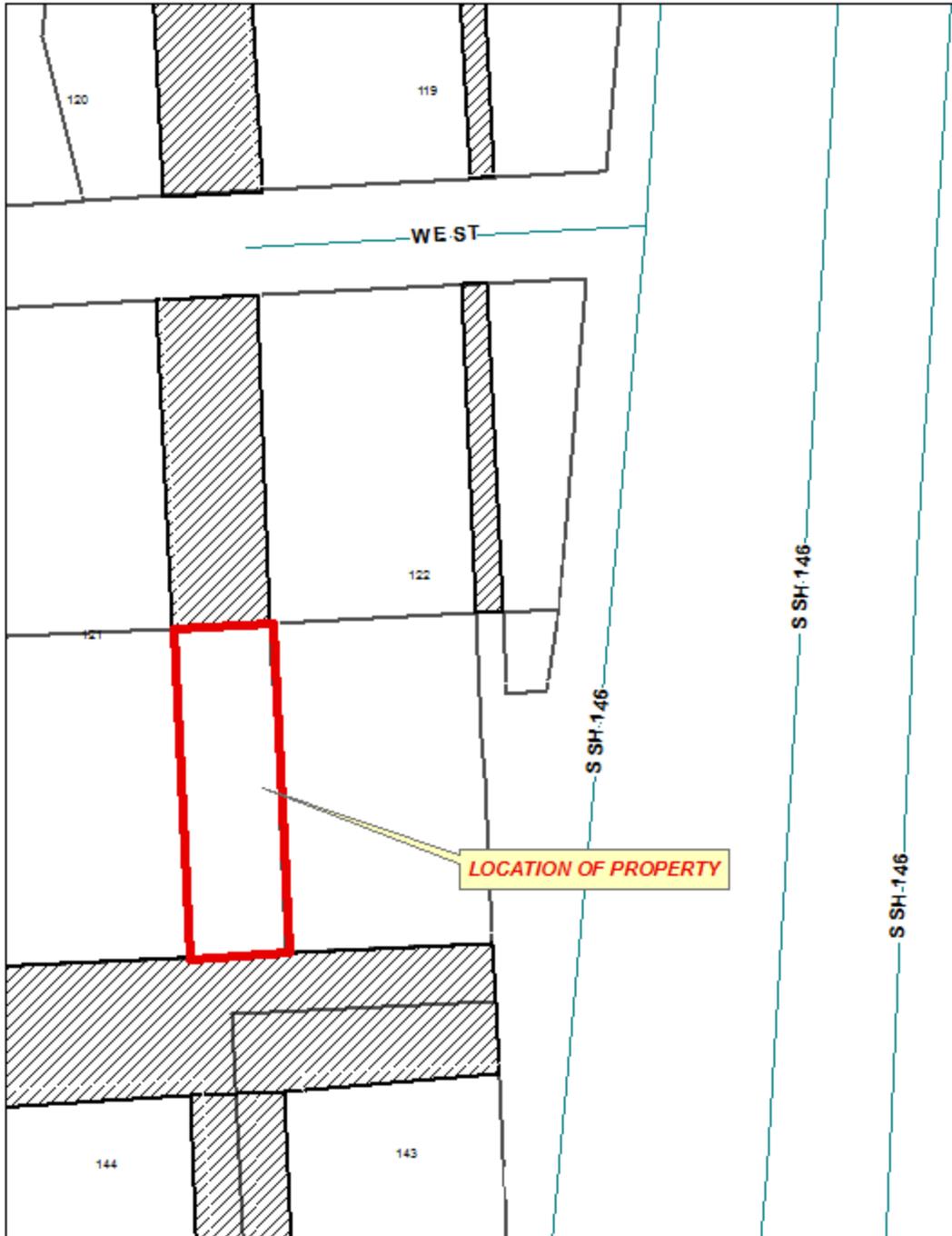
Patrice Fogarty, City Secretary

APPROVED:



Clark T. Askins, Assistant City Attorney

EXHIBIT "A" TO ORDINANCE



DEED WITHOUT WARRANTY

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

Date: _____, 2017

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

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

Grantee: Majesty Real Estate Holdings, LLC

Mailing Address: 602 Highway 146 S., La Porte, TX. 77571

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

Property: (including any improvements):

Being a 12,000 square foot tract of land between Blocks 121 and 122, Town of La Porte, being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Lot 24, Block 121, Town of La Porte, said point being located at the intersection of the westernmost line of the 11th Street ROW in Block 121, Town of La Porte, and the south line of Clear Creek Equipment;

THENCE in an easterly direction, along the south line of Clear Creek Equipment, a distance of 60.00 feet to the northwest corner of Lot 9, Block 122, Town of La Porte;

THENCE in a southerly direction along the east line of the 11th Street ROW a distance of 200 feet to the southwest corner of Lot 16, Block 122, Town of La Porte;

THENCE in a westerly direction along the north line of Super 8 La Porte a distance of 60 feet to the southeast corner of Lot 17, Block 121, Town of La Porte;

THENCE in a northerly direction along the west line of the 11th Street ROW a distance of 200 feet to the POINT OF BEGINNING of the herein described tract, which tract was vacated, abandoned and closed by City of La Porte Ordinance No. 2017-_____ passed and approved by the City Council of the City of La Porte on the _____ day of _____, 2017.

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

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

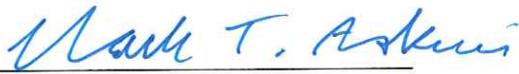
Attest:

City of La Porte, Texas

Patrice Fogarty
City Secretary

By: _____
Corby D. Alexander
City Manager

Approved:



Clark T. Askins
Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on ____ day of _____, 2017, by Corby D. Alexander, City Manager of the City of La Porte, Texas, a municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

PREPARED IN THE LAW OFFICE OF:

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

R.C. Chuoke & Associates, Inc.

Appraisers & Consultants

P.O. Box 1447
League City, Texas 77574

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

March 30, 2017

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

RE: Restricted Appraisal regarding the estimated **Market Value** of a portion of an existing 16 foot alleyway out of Block 122 of the Town of La Porte, Harris County, Texas.

Dear Sirs:

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

BRIEF LEGAL DESCRIPTION OF PROPERTY

Known as a portions of the South 11th Street ROW and a part of the existing 16 foot alley out of Block 122 of the Town of La Porte located in Harris County, Texas. (See Site plan in addenda).

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

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

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

The market values in the subject neighborhood appear to vary generally from +-\$4.00 PSF to over \$8.00 PSF for tracts generally similar to the subject property with locations that range from primary to secondary type roadways. The "parent tracts" surrounding the subject parcels consists of commercial and light industrial tracts. Some of these parcels are improved with retail or office buildings, hotels and office/warehouse/yard facilities. These sites are reported to have general access public utilities. The site appears to be generally flat and level. The adjacent property used include a hotel to the south, equipment yard to the north and detention areas to the west. The subject property not located is in the 100 year flood plain. (Appears nearby). The Highest and Best Use of the subject property is determined to be for commercial development. The client and intended user of this appraisal is the City of La Porte only. The intended use is to estimate the current market value of the subject property of this analysis as described above. There has been no other transfer of the subject property noted for the past 36 months per client data. The effective date of the appraisal is March 25, 2017. The date of the report is March 30, 2017. The estimated exposure time is up to 24 months.

After a review of the comparable sales it is my opinion the estimated unit value range of between **\$4.00 PSF to \$8.00 PSF** would be placed on the subject property with a mid-range value of **\$6.00 PSF** being indicated for the parent tract. Therefore the unit market value of the subject tract is estimated at **\$6.00 PSF which is based on 100% fee simple ownership with no discounting applied.**

Respectfully Submitted,

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

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



November 28, 2016

Randy Williams
Majesty Real Estate Holdings, LLC
602 Highway 146 South
La Porte, Texas 77571

Re: Street & Alley Closure at N. 10th Street and N 11th Street
RW File # 95115

Dear Mr. Williams:

The City of La Porte, Texas has been asked to close and abandon a portion of N. 10th and N. 11th Street.

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

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

Yours truly,

A handwritten signature in blue ink that reads "Rosemary Valdez".

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

Enclosures



AT&T Texas
7602 Spring Cypress Drive
Room 226
Spring, TX 77379-3113

T: 281.379.7524
F: 281.374.3318

February 14, 2017

Roxanne Spalding
AAA Appraisal Services, LLC
715 Clear Lake Road
Kemah, Texas 77565

RE: "Consent to Abandon" of a portion of a 16' wide and a portion of 11th Street, LaPorte, Harris County, Texas. (R.O.W. Job # LP 00117-M)

Dear Ms. Spalding,

Southwestern Bell Telephone Company (SWBT) offers "**No Objection**" to the Abandonment of a 16' wide Alley, located between Lots 9-10 and Lots 23-24, and east of Lots 11 thru Lots 16, of Block 12. SWBT also offers "**No Objection**" to the Abandonment of the 200' long by 60' wide Right-of-Way of 11th Street, located between Lots 9 thru 16, of Block 122, and Lots 17 thru 24, of Block 121, all being of La Porte Townsite, Harris County, according to the map or plat thereof recorded in Volume 58, Page 460 of the Deed Records of Harris County, Texas, as shown on Survey prepared by Billy L. Shanks, dated November 8th, 2016, and described in your Acceptance Letter dated December 14th, 2016.

I have included a Release of Easement document for the release of Southwestern Bell Telephone Company's interests in the Alley. The release is for the owner to keep and it will be the owner's responsibility to have the release recorded. If you have any questions or need any additional information please contact me at the above address or by telephone at 713 943-4931 or by email at sm8285@att.com

Sincerely,

Sonya Merrill
Manager-Engineering Design
Right-of-Way

Attachment:



November 19, 2016

Mr. Randy Williams
Majesty Real Estate Holdings, LLC
602 Highway 146 South
La Porte, Texas 77571-4834

Re: No Objection to the abandonment of the 60' X 200' city right of way and 16' X 50' alley located in the 600 block, adjacent to 0 N 10th Street and 0 N 11th Street per the Harris County appraisal District Facet Map 6253A (Attached).

To Whom It May Concern,

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objections to the abandonment of the 60' X 200' city right of way and 16' X 50' alley located adjacent to 0 N 10th Street and 0 N 11th Street per the HCAD Facet Map 6253A map, as Comcast has no facilities within the limits of this closure. The legal description of the properties surrounding the right-of- way is as follows:

Lots 17 through 24, in Block 121, and Lots 9 through 16, 23, and 24 in Block 122 of La Porte Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 58, Page 460 of the Deed Records of Harris County, Texas. (Save and except that portion of Lots 23 and 24 in Block 122 as conveyed unto the State of Texas by deed filed under Volume 5721, Page 167 (B988770) of the Deed Records of Harris County, Texas).

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

Sincerely,

Chris Grey
Construction Supervisor, Design and Serviceability

AREA MAP - 11TH ST. ROW CLOSURE



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 12, 2017 Appropriation
Requested By: Traci Leach Source of Funds: General Fund CIP
Department: Administration Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: \$30,000
Other: Amount Requested: \$4,224.78
Budgeted Item: YES NO

Attachments :

- 1. MOA for Bayside Terrace Civic Club**
- 2. Camera Quote**
- 3. Camera Location and Specs**

SUMMARY & RECOMMENDATIONS

As part of the FY 2017 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 \$30,000 was budgeted with a maximum City contribution per project of \$5,000, with \$10,000 of this funding coming from the La Porte Development Corporation to fund projects within City parks. All projects would be considered on a first come, first served basis. At this time, Shady River HOA and Fairmont Park HOA have completed projects and staff is working with several groups on potential projects.

Bayside Terrace Civic Club has obtained a quote for a security camera that will monitor traffic into and out of the neighborhood. The camera is proposed to be placed just east of the existing entryway monument. The camera is a license plate reader that will be monitored by a third party.

The total project cost is \$\$9,649.56 based on the lowest quote received. However, since the monitoring fee is not an eligible expense (the HOA will pay for the monthly fees for the monitoring service) the total project cost eligible for cost sharing is \$8,449.56. The City will contribute \$4,224.78 for the project. Pursuant to the attached Memorandum of Agreement, the HOA will handle the procurement. Installation of the improvements is included in the price of the camera. The City will provide a check to the HOA share of the project within 30 days of project completion.

As this would not be an addition to a City-owned and maintained facility, the on-going maintenance responsibility would lie with the HOA.

Action Required of Council:

Consider approval or other action of a Memorandum of Agreement with Bayside Terrace Civic Club for a community cooperation project (camera installation) for a total City contribution of \$4,224.78.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



RECEIVED

MAY 26 2017

CITY MANAGER'S OFFICE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and entered into this ____ day of _____, 2017 (the "Effective Date") between the City of La Porte, a home-rule municipality under the laws of the State of Texas ("the City") and the Bayside Terrace Civic Club ("BTCC"), to establish each party's obligations under the Community Cooperation Project, as defined herein.

The terms acceptable to both Parties to begin the Community Cooperation Project are as follows:

The City and BTCC agree that the Community Cooperation Project shall consist of installation of a security camera at the entryway to the neighborhood (hereinafter defined as "the Improvements").

- Installation of a security camera, NVR, and equipment box on a decorative pole.
- Electrical service for serve the camera.

The BTCC shall be responsible for the procurement of the camera and the contractor will include installation of the Improvements in the submitted pricing.

The City agrees to fund a sum not to exceed \$4,224.78 for construction and installation of the Improvements. In addition, the City shall provide its share of the funding for the Improvements within 30 calendar days of the Effective Date of this MOA and upon validation that project has been completed as per this MOA.

As these improvements are not in a City park, the BTCC shall be responsible for all future maintenance and monitoring services associated with operation of the Improvements, including but not limited to the replacement of NVR, equipment cabinet, monthly monitoring fees, maintenance contracts, and repairing pole damage, and agrees to fund the all costs associated with same.

In consideration for City's agreement to partially fund the cost of the Improvements and provision of electrical service, BTCC agrees to pay the City a sum of \$4,224.78, to be applied to the cost of construction and installation of the Improvements.

This MOA constitutes the complete understanding between the parties in order to begin the procurement and installation process for the Improvements.

For the City of La Porte:

Corby D. Alexander
City Manager

Attest: Patrice Fogarty, City Secretary

For the Bayside Terrace Civic Club:

Marcus Maher

Marcus Maher, Vice President

MM



133 N Friendswood Drive #206
Friendswood, TX 77546

State License#: B18711



May 22, 2017

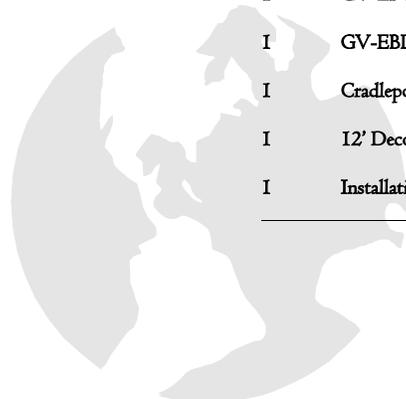
Quote: Bayside Terrace Civic Club
Laporte, TX 77571

Phone: 713-501-8037
Email: marcus.a.maher@gmail.com

Attn: Marcus Maher

Bayside Dr. Entry:

- I 4 Channel IP NVR "Rugged Box" Pole Mount System
4TB NV HDD Capacity Installed
NEMA Enclosure w/Dual Fan Temperature Control
- I GV-LPC2211 – 2MP, Super Low LUX, 2.5x Zoom, IP LPR (License Plate Recognition) Camera
- I GV-EBL2111 – 2MP, Super Low LUX, 4.3x Zoom P-Iris Lens, IP WDR Bullet Overview Camera
- I Cradlepoint Cellular Router
- I 12' Decorative Pole Mount Installation
- I Installation & Configuration: Includes Materials & Labor



Procam Project Subtotal	\$ 3999.00
Services R Unlimited (Does not Include Centerpoint Charges)	\$ 3850.00
Sprint (Cellular Service Deposit) Total (Includes Tax)	\$ 171.64
VSM Maintenance Agreement	\$ 1200.00/1st yr
<hr/>	
Project Subtotal (Includes Tax)	\$ 9649.56

Best Regards,

David Greenlee

Procam Texas LLC
P: 281-755-2034
C: 713-253-1675
E: david@procamtexas.com

State License #: B18711

I Accept the Terms & Conditions of this quotation.

Signed _____
 Print Name _____ Title _____

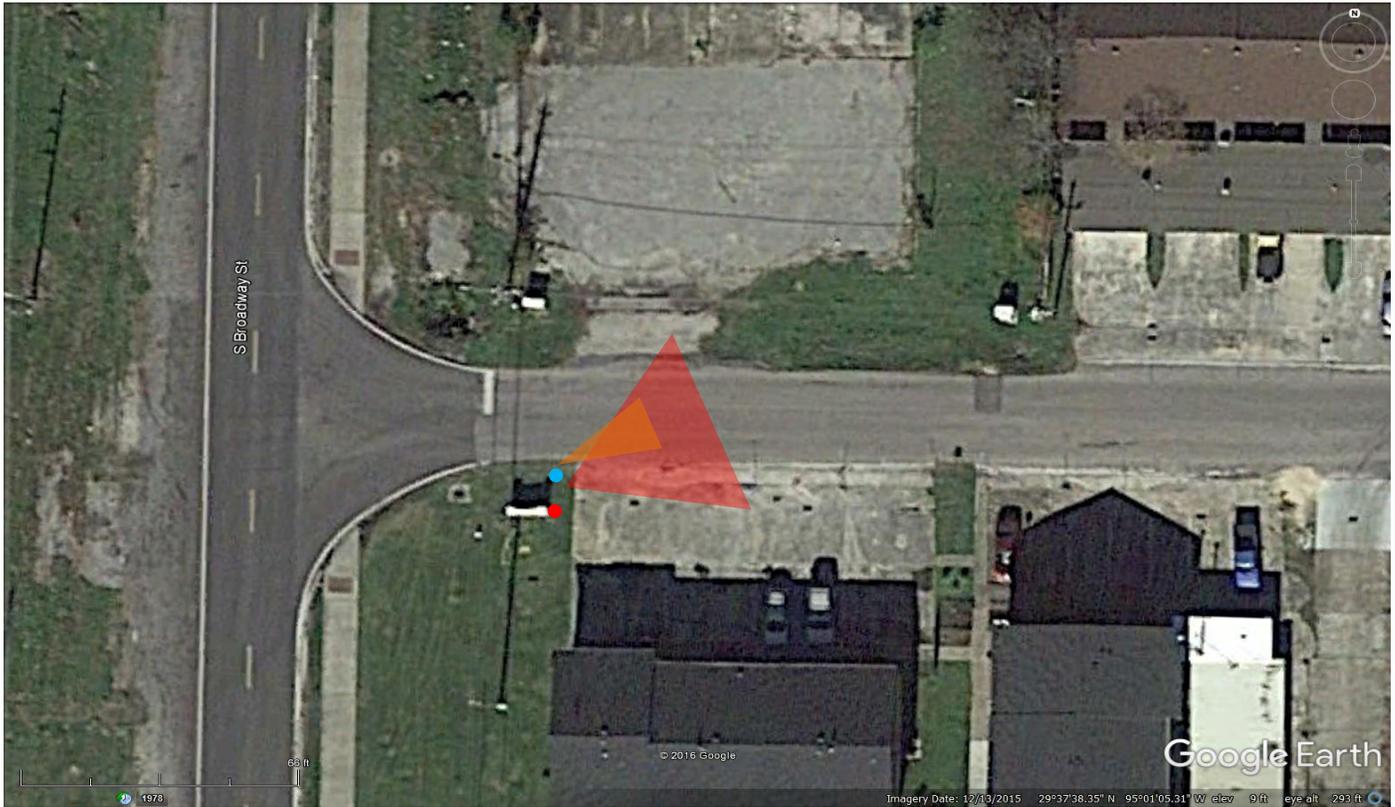
**Terms: 50% Down to Begin Installation. Remainder Due Upon Job Completion.
 This Includes any Change Orders Made by Client at Time of Installation.**

Method of Payment: Check _____ Credit Card _____

I Decline My Option for an Extended Service Contract.



Bayside Terrace Civic Club Entrance 1 - (Bayside Terrace Dr - S Broadway St)



KEY

- **Approximate Camera Pole Location**
(Underground low depth connection from electrical pole to camera pole)
- **Electrical Pole with Meter & Breaker Box**
(underground connection from Centerpoint Electric to this pole)

Bayside Terrace Civic Club Entrance 1 - (Bayside Terrace Dr - S Broadway St)



"Rugged Box" Standard 2 Camera Neighborhood Entry Pole



← 2MP High Resolution (LPR) License Plate Recognition Camera

← 2MP High Resolution Color Overview Camera

← Decorate Scroll Work Architectural Detail

← Visible Notice Signage

← Heavy Duty 4" Steel Tube Construction

← Durable Black Powder Coat Finish

Subdivision Entry Image Examples:

Overview Camera:



LPR Camera:



Overview Camera:



LPR Camera:



"Rugged Box" Standard 4 Camera Neighborhood Pole



2MP High Resolution Color Vandal Dome Camera

NEMA Enclosure w/Temperature Controlled Cooling

Heavy Duty 4" Steel Tube Construction

Durable Black Powder Coat Finish

Subdivision Overview Image Examples:

Overview Camera:



Overview Camera:



Overview Camera:



Overview Camera:



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 12, 2017</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>	
Source of Funds:	<u>015, 051</u>
Account Number:	<u>015-7070-530-1100</u> <u>051-7071-531-1100</u>
Amount Budgeted:	15 \$350,000 <u>51 \$150,000</u>
Amount Requested:	15 \$50,000 <u>51 \$150,000</u>
Budgeted Item:	<u>YES</u> /NO

Exhibit: Binkley & Barfield Professional Services Proposal

SUMMARY & RECOMMENDATION

Somerton/Venture:

The FY 17 budget includes an allocation for the design of Somerton infrastructure improvements which includes replacing existing waterline and pavement from the Bandridge Water Plant to Spencer Highway. The existing waterline is an 8 inch asbestos cement waterline that is identified for upsizing to a 12 inch PVC waterline in the 2009 Water Master Plan. The Venture waterline will create an additional loop in the water system also identified in the 2009 Water Master Plan. The Somerton pavement rating in the 2013 assessment was rated at 40 percent replacement. The pavement was crack sealed at the time to extend the life of the pavement.

Pecan Park:

The FY 17 budget includes an allocation for the design of additional parking spaces at Pecan Park. This project includes the installation of approximately 123 additional parking spaces at Pecan Park. The proposed spaces will be located in the northeast corner of the park and infill spaces at locations underutilized.

Recommendation:

An evaluation team evaluated the following firms' Statement(s) of Qualifications:

- RPS Klotz Assoc.
- Amani Engineering, Inc.
- Binkley & Barfield, Inc.
- Bleyl Engineering, Inc.
- CivilTech Engineering, Inc.
- Cobb, Fendley & Associates, Inc.
- Dannenbaum Engineering Corporation
- DIG Engineers
- Freese and Nichols
- GC Engineering, Inc.
- HDR Engineering, Inc.
- IDCUS Inc.
- Kit Professionals, Inc.
- McDonough Engineering Corporation
- R.G. Miller Engineers, Inc.
- Terra Associates, Inc.

Interviews were conducted with the top rated firms:

- Binkley & Barfield, Inc.
- Freese and Nichols
- RPS Klotz Associates

Staff recommends to enter into a professional services contract with Binkley & Barfield, Inc. for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton Drive and additional parking at Pecan Park, as indicated in the attached proposal.

Action Required by Council:

Consider approval or other action to authorize the City Manager to enter into a professional services contract with Binkley & Barfield, Inc. for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton and Venture Drives in the amount of \$146,985.00 and additional parking at Pecan Park in the amount of \$42,243.00 with a total authorization of \$200,000 including a \$10,772.00 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager Date



May 1, 2017

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

**RE: Revised Proposal for Professional Engineering Services
Somerton Drive Waterline and Pavement Replacement, Venture Lane Waterline, and Pecan
Park Parking Lot Project**

Dear Don:

Binkley & Barfield, Inc. (BBI) is pleased to submit this revised proposal to the City of La Porte for Professional Engineering Services for the Somerton Drive Waterline and Pavement Replacement, Venture Lane Waterline, and Pecan Park Parking Lot Project.

The scope of this project includes the following:

1. Somerton Drive Waterline and Pavement Replacement – This portion of the project includes approximately 1590 linear feet of 12-inch waterline from Spencer Highway to the discharge header of the Bandridge Road Water Plant. Fire hydrants, water service leads, and water meters will be replaced. The new waterline will be installed using augered construction methods.

Reinforced concrete pavement will also be replaced from the east side of the drainage channel on Bandridge east to Somerton, then north to Spencer Highway. Sidewalks and wheelchair ramps will be replaced. For the storm sewer system, the City has requested that only storm sewer leads and inlets will be replaced.

Per the City's request, no sanitary sewer lines or manholes will need to be replaced or rehabilitated.

2. Venture Lane Waterline – This work consists of installing approximately 290 feet of waterline on Venture Lane between Somerton Drive and Brookwood Drive. The hydrant at Venture Lane and Brookwood Drive will be replaced. The new waterline will be installed using augered construction methods.
3. Pecan Park Parking Lot – The City has requested BBI to design a reinforced concrete parking lot on the northeast corner of Pecan Park. Drainage for this parking lot will be connected to the park's existing interior drainage system. In-line piped detention may be needed to mitigate increased runoff from



more proposed impervious area. The City has also requested that BBI pave planted areas in the existing parking lot to add more individual spaces.

One (1) design package will be produced that includes all of the aforementioned work.

SCOPE OF SERVICES:

This project will consist of a final design phase, bidding phase, and construction phase services. The scope of work associated with the project is as follows:

I. Design Phase Services

a. Final Design Phase Services

BBI will perform the final engineering design, preparation of contract documents and technical specifications for the proposed paving, drainage, and utility improvements. 60% and 90% submittals will be the deliverables for this phase.

1. Prepare Storm Water Pollution Prevention Plan drawings and details.
2. Prepare traffic control plans for the proposed improvements in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
3. Prepare quantity take-offs and an opinion of probable construction cost for the proposed improvements at the 60% and 90% milestones.
4. Deliverables for the 60% milestone shall include the plan and profile sheets as well as a construction cost estimate.
5. The technical specifications, plans, and construction cost estimate shall be included with the plans for the 90% submittal. Front end documents to be prepared by the City. BBI to provide other items.
6. BBI will attend a submittal review meeting with the City after each milestone review submittal.
7. BBI will include the standard City of La Porte detail sheets for water, sanitary sewer, paving, and storm sewer, as applicable.
8. All geometric design shall be in conformance with the applicable City standards and TMUTCD.

9. Consult with the City and affected private utility companies to define and clarify the project requirements and available related data.
10. At the City's request, no monthly progress meetings with the City will occur.
11. Coordinate with approval agencies, stakeholders, utility owners, as needed to facilitate review and approval of the construction documents.
12. It is assumed that the plans are to be reviewed in accordance with Texas Architectural Barriers Project Registration (TABPR) guidelines. We will submit the drawings to a state licensed reviewer for review and approval. We will prepare the TABPR application and estimate the review fee. We will submit the completed application and a set of construction drawings to the reviewer for review and approval. We will coordinate with the reviewer to address comments. Once all comments have been cleared, the project will be registered with the Texas Department of Licensing and Regulations (TDLR). The application fee along with any review fee(s) required by the TDLR is as a subcontractor fee.
13. The final (100%) drawings will include the City's markups from the 90% submittal.
14. The front-end contract documents will be supplied by the City of La Porte and standard BBI and/or City of La Porte specifications will be incorporated.

b. Bidding Phase Services

The project will require a public bid for the construction of any improvements at the project locations. To comply with applicable rules and regulations related to the public bid process, we will perform the following services:

1. BBI will supply an electronic file (pdf) of the bid ready documents to the City for their reproduction.
2. BBI will answer contractor's questions and issue addendums as directed by the City of La Porte to clarify, correct, and/or change the bidding documents.
3. BBI will attend the pre-bid conference.
4. We will review the bids, prepare the bid tabulation and recommend award to the City.
5. Bidding and negotiation phase will be considered complete upon commencement of the construction phase.



II. Construction Phase Services

a. Construction Administration

We will provide construction administration services:

1. Attend pre-construction meeting.
2. Review the construction submittals and shop drawings.
3. Review contractor pay estimates and coordinate findings with the City.
4. Provide periodic site visits during construction (one visit per month).
5. Assist in the coordination of required laboratory testing provided by others, if needed.
6. Issue clarifications and interpretations to the Contract Documents as appropriate through the RFI process.
7. Prepare change orders, if necessary.
8. Attend the initial and final walkthroughs with the contractor and City officials and prepare punch list items.
9. BBI will prepare record drawings for the project based on "red lined" drawings and information provided by the Contractor. We will furnish one set of printed "Record Drawings" to the City. We will also provide an electronic version of the record drawings for their permanent records.

III. Subcontractor Services

BBI will provide the following subcontractor services:

- a. Surveying
Perform a detailed topographical survey for the project identifying the evident rights-of-way. Baseline Corp. shall establish surveying limits based on the best available information.
- b. Geotechnical Investigation
Geoscience Engineering and Testing, Inc. will perform a geotechnical investigation.
- c. TDLR Review
Otten Consulting Group will provide ADA review and submit plans to the TDLR for approval.



IV. Exclusions:

All services not specifically listed herein are excluded from this proposal and our scope of work. Any scope items not specifically listed that the City of La Porte would like to add can be performed on an hourly basis per the attached Billable Rate Sheet.

V. Summary of Fees

The lump sum fees associated with each project phase are as follows:

	<u>Somerton/ Venture</u>	<u>Pecan Park</u>	<u>Total</u>
Final Design Phase:	\$ 88,027	\$ 24,160	\$ 112,187
Bidding Phase:	\$ 6,065	\$ 2,641	\$ 8,706
Basic Construction Phase:	\$ 15,725	\$ 5,272	\$ 20,997
Additional Services (5% markup is added):			
Topographical Survey (Baseline Corp)	\$ 23,888	\$ 5,696	\$ 29,584
Geotechnical Investigation (Geoscience Engineering and Testing)	\$ 3,563	\$ 1,556	\$ 5,119
Traffic Control Plan	\$ 5,001	\$ 1,181	\$ 6,182
SWPPP	\$ 3,325	\$ 1,134	\$ 4,459
TDLR Review (Otten Consulting Group)	\$ 869	\$ 375	\$ 1,244
Reimbursable Expenses:	\$ 522	\$ 228	\$ 750
Total Fee:	\$146,985	\$ 42,243	\$ 189,228

Note that design fees for Pecan Park and Somerton/Venture are split based on a prorated share of construction costs.

VI. Project Schedule

The duration for the scope identified for this project is shown on the attached schedules.

VII. Preliminary Construction Cost

The preliminary construction cost associated with all components of this project amounts to \$1,588,000. This cost includes a 25% contingency. A preliminary construction cost estimate is attached.

The Engineer's agreement with the Owner shall include, and be subject to, the General Conditions, as attached. If the scope, fee and General Conditions, as described herein, are acceptable, Owner shall execute contract at appropriate location below, and return one complete original copy to Engineer.



VIII. Supporting Documents Attached

Please find attached the following supporting documents:

- a. Project Schedule
- b. Opinion of Probable Construction Cost
- c. Manhour Estimate
- d. Rate Schedule
- e. General Conditions of Agreement
- f. Subconsultant Proposals

Please call should you have any questions. Thank you again for selecting Binkley & Barfield, Inc. for this assignment and we look forward to working with the City of La Porte.

Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers

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

Todd Calvin, P.E.
Vice President – Public Infrastructure

Attachments

cc: David Hamilton, P.E., Executive Vice President

Agreed to this _____ day of _____, 20____, by the City of La Porte, Texas.

Authorized Signature

Printed Name

Title

CITY OF LA PORTE SOMERTON DR. AND VENTURE LN. PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Qtr 2, 2017			Qtr 3, 2017			Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018			Qtr 3,			
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
1	NOTICE TO PROCEED	0 days	Mon 5/15/17	Mon 5/15/17																			
2	FINAL DESIGN PHASE SERVICES	183 days	Mon 5/15/17	Mon 11/13/17																			
3	60% Submittal Preparation	100 days	Mon 5/15/17	Tue 8/22/17																			
4	Submit 60% Submittal	0 days	Tue 8/22/17	Tue 8/22/17																			
5	City Review of 60% Submittal	14 days	Wed 8/23/17	Tue 9/5/17																			
6	90% Submittal Preparation	35 days	Wed 9/6/17	Tue 10/10/17																			
7	Submit 90% Submittal	0 days	Tue 10/10/17	Tue 10/10/17																			
8	City Review of 90% Submittal	7 days	Wed 10/11/17	Tue 10/17/17																			
9	Incorporate Final Comments From City	7 days	Wed 10/18/17	Tue 10/24/17																			
10	Final (Bid Ready) Submittal Preparation	7 days	Wed 10/25/17	Tue 10/31/17																			
11	Obtain Utility Signatures	7 days	Wed 11/1/17	Tue 11/7/17																			
12	Obtain City Signatures	2 days	Wed 11/8/17	Thu 11/9/17																			
13	Submit Final (Bid Ready) Submittal	4 days	Fri 11/10/17	Mon 11/13/17																			
14	BID PHASE SERVICES	28 days	Mon 11/13/17	Mon 12/11/17																			
15	Submit Final Construction Documents	0 days	Mon 11/13/17	Mon 11/13/17																			
16	Advertise Project	28 days	Tue 11/14/17	Mon 12/11/17																			
17	Open Bids	0 days	Mon 12/11/17	Mon 12/11/17																			
18	CONSTRUCTION PHASE SERVICES	179 days	Tue 12/12/17	Fri 6/8/18																			
19	Award Contract	29 days	Tue 12/12/17	Tue 1/9/18																			
20	Construction Duration	150 days	Wed 1/10/18	Fri 6/8/18																			
21	Construction Completion	0 days	Fri 6/8/18	Fri 6/8/18																			

Task		Inactive Task		Manual Summary	
Split		Inactive Task		Start-only	
Milestone		Inactive Milestone		Finish-only	
Summary		Inactive Summary		Progress	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only			
External Milestone		Manual Summary Rollup			

REVISED: 04/24/17

CITY OF LA PORTE PECAN PARK PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Qtr 2, 2017			Qtr 3, 2017			Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018		
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	NOTICE TO PROCEED	0 days	Mon 5/15/17	Mon 5/15/17															
2	FINAL DESIGN PHASE SERVICES	180 days	Mon 5/15/17	Fri 11/10/17															
3	60% Submittal Preparation	100 days	Mon 5/15/17	Tue 8/22/17															
4	Submit 60% Submittal	0 days	Tue 8/22/17	Tue 8/22/17															
5	City Review of 60% Submittal	14 days	Wed 8/23/17	Tue 9/5/17															
6	90% Submittal Preparation	35 days	Wed 9/6/17	Tue 10/10/17															
7	Submit 90% Submittal	0 days	Tue 10/10/17	Tue 10/10/17															
8	City Review of 90% Submittal	7 days	Wed 10/11/17	Tue 10/17/17															
9	Incorporate Final Comments From City	7 days	Wed 10/18/17	Tue 10/24/17															
10	Final (Bid Ready) Submittal Preparation	7 days	Wed 10/25/17	Tue 10/31/17															
11	Obtain Utility Signatures	3 days	Wed 11/1/17	Fri 11/3/17															
12	Obtain City Signatures	6 days	Sat 11/4/17	Thu 11/9/17															
13	Submit Final (Bid Ready) Submittal	1 day	Fri 11/10/17	Fri 11/10/17															
14	BID PHASE SERVICES	28 days	Fri 11/10/17	Fri 12/8/17															
15	Submit Final Construction Documents	0 days	Fri 11/10/17	Fri 11/10/17															
16	Advertise Project	28 days	Sat 11/11/17	Fri 12/8/17															
17	Open Bids	0 days	Fri 12/8/17	Fri 12/8/17															
18	CONSTRUCTION PHASE SERVICES	147 days	Sat 12/9/17	Fri 5/4/18															
19	Award Contract	27 days	Sat 12/9/17	Thu 1/4/18															
20	Construction Duration	120 days	Fri 1/5/18	Fri 5/4/18															
21	Construction Completion	0 days	Fri 5/4/18	Fri 5/4/18															

Task		Inactive Task		Manual Summary	
Split		Inactive Task		Start-only	
Milestone		Inactive Milestone		Finish-only	
Summary		Inactive Summary		Progress	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only			
External Milestone		Manual Summary Rollup			

REVISED: 04/24/17

OPINION OF PROBABLE CONSTRUCTION COSTS FOR SOMERTON DR., VENTURE LN., AND PECAN PARK PROJECT

BID ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	SOMERTON DR. / BANDRIDGE	VENTURE LN.	PECAN PARK	TOTAL QTY	SUBTOTAL COST
SECTION 1 - GENERAL WORK								
1	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	\$5,000.00				1	\$5,000.00
2	Furnish Performance and Payment Bonds and Insurance	LS	\$15,000.00				1	\$15,000.00
3	Tree Protection and Trimming Services including Fencing, Zero Curb Cut and Vapor Barriers, Complete-in-Place, In Accordance with the Plans and Specifications	LS	\$25,000.00				0	\$0.00
4	Tree Removal (12" to 24" Diameter), Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$600.00			2.00	2	\$1,200.00
5	Furnish, Install and Maintain Traffic Control Devices and appurtenances, in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete-in-Place, In Accordance with the Plans and Specifications	MO	\$2,500.00				5	\$12,500.00
6	Videotaping of Project Limits prior to Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LS	\$500.00				1	\$500.00
7	Remove and Reinstall Mailboxes, Traffic Signs, Street Signs etc. as Necessary to Accomplish Work, Complete-in-Place, In Accordance with the Plans and Specifications	LS	\$2,500.00				1	\$2,500.00
SUBTOTAL SECTION 1 - GENERAL WORK:								\$36,700.00
SECTION 2 - PAVING								
8	Remove and Dispose of Old Concrete Pavement (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$5.00	5005.78			5,006	\$25,028.89
9	Remove and Dispose of Old Concrete Driveways (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$5.00	400.00			400	\$2,000.00
10	Remove and Dispose of Old Concrete Curb or Curb and Gutter, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$2.50	3218.00			3,218	\$8,045.00
11	Adjust Existing Manhole to New Grade, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$650.00	3.00			3	\$1,950.00
12	Roadway Excavation including Stripping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	\$12.50				0	\$0.00
13	Borrow, Complete-in-Place, In Accordance with the Plans and Specifications	CY	\$15.00	500.00		200.00	700	\$10,500.00
14	Prepare and Compact 6" Lime Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$3.00	5506.36		4888.89	10,395	\$31,185.73
15	Furnish Lime (7% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications	TON	\$165.00	103.89		92.24	196	\$32,362.55
16	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$65.00	5005.78		4444.44	9,450	\$614,264.44
17	Removal of Concrete Sidewalks, Complete in Place, In Accordance with the Plans and Specifications	SY	\$3.50	444.44		100.00	544	\$1,905.56
18	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$50.00	444.44		100.00	544	\$27,222.00
19	Furnish and Install Wheelchair Ramps at Intersections, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$2,000.00	8.00			8	\$16,000.00
20	Furnish and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$55.00	400.00			400	\$22,000.00
21	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	\$500.00	16.00		1.00	17	\$8,500.00
22	Furnish and Install 6-inch Reinforced Concrete Curb, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$5.00	3218.00			3,218	\$16,090.00
SUBTOTAL SECTION 2 - PAVING:								\$817,054.18
SECTION 3 - STORM SEWER								
23	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$14.00	150.00			150	\$2,100.00
24	Remove and Dispose of Existing Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$500.00	11.00			11	\$5,500.00
25	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$75.00	150.00			150	\$11,250.00
26	Furnish and Install 36" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$125.00			200.00	200	\$25,000.00
27	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$2,250.00	11.00			11	\$24,750.00
28	Furnish and Install Type 'A' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$2,500.00			1.00	1	\$2,500.00
29	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$4,000.00	2.00		2.00	4	\$16,000.00
30	Trench safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$1.00	150.00		200.00	350	\$350.00
SUBTOTAL SECTION 3 - STORM SEWER:								\$87,450.00

OPINION OF PROBABLE CONSTRUCTION COSTS FOR SOMERTON DR., VENTURE LN., AND PECAN PARK PROJECT

BID ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	SOMERTON DR. / BANDRIDGE	VENTURE LN.	PECAN PARK	TOTAL QTY	SUBTOTAL COST
SECTION 4 - STORM WATER POLLUTION PREVENTION								
31	Furnish and Install Block Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$4.50	400.00	100.00	625.00	1,125	\$5,062.50
32	Furnish and Install Inlet Protection Barrier (Stage I), Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$100.00	10.00	2.00	6.00	18	\$1,800.00
33	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$3.00			500.00	500	\$1,500.00
34	Portable Concrete Truck Washout Structures	LS	\$2,500.00			2.00	2	\$5,000.00
SUBTOTAL SECTION 4 - STORM WATER POLLUTION PREVENTION PLAN:								\$13,362.50
SECTION 5 - WATER ITEMS								
35	Furnish and Install 12" PVC (AWWA C900) Class 150 Waterline including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$125.00	1590.00	311.00		1,901	\$237,625.00
36	Trench Safety System Waterline Construction (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$1.00	1590.00	311.00		1,901	\$1,901.00
37	Furnish and Install 12" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$3,200.00	2.00			2	\$6,400.00
38	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, incl. Fire Hydrant, 6" Lead, and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$3,500.00	4.00	1.00		5	\$17,500.00
39	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$625.00	4.00	1.00		5	\$3,125.00
40	Furnish and Install 12-inch by 12-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$6,500.00	2.00	2.00		4	\$26,000.00
41	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$350.00	16.00			16	\$5,600.00
42	Install Meter Box Furnished by City, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$250.00	16.00			16	\$4,000.00
43	Furnish and Install 3/4" - 1" Single Short Service Replacement Incl. Reconnect To Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$600.00	8.00			8	\$4,800.00
44	Furnish and Install 3/4" - 1" Single Long Service Replacement Incl. Reconnect To Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$1,000.00	8.00			8	\$8,000.00
SUBTOTAL SECTION 5 - WATER ITEMS:								\$314,951.00
SUBTOTAL SECTIONS 1-5:								\$1,270,000.00
MISC ITEMS (25%)								\$318,000.00
GRAND TOTAL								\$1,588,000.00

SOMERTON DR., VENTURE LN. PROJECT
 CITY OF LA PORTE
 MANHOUR ESTIMATE
 BINKLEY & BARFIELD, INC.
 DATE: 4/24/2017

SHT NO.	DESCRIPTION	Prin \$231.00	Sr. Project Mgr. \$218.25	Project Engr. \$185.00	Sr. CADD Designer \$129.00	CADD Designer \$116.00	Clerical \$72.00	TOTAL HRS	TOTAL
FINAL DESIGN PHASE (60%, 90%, FINAL SUBMITTALS)									
1	Cover Sheet / Vicinity Map			2	3	3		8	\$1,105
2	Drawing List			2	3	3		8	\$1,105
3	General Notes			2	3	3		8	\$1,105
4	Legend, Abbreviations, and Keyed Construction Notes			2	3	3		8	\$1,105
5	Survey Control Map (Additional Services)								
6	Survey Control Data (Additional Services)								
7	Typical Sections - Sheet 1			6	6	12		24	\$3,276
8	Typical Sections - Sheet 2			6	6	12		24	\$3,276
9	Existing Drainage Area Map - Bandridge/Somerton			6	6	12		24	\$3,276
10	Existing Drainage Area Map - Pecan Park							0	\$0
11	Proposed Drainage Area Map - Bandridge/Somerton			8	8	12		28	\$3,904
12	Proposed Drainage Area Map - Pecan Park							0	\$0
13	Drainage Calculations - Bandridge/Somerton			8	8	12		28	\$3,904
14	Drainage Calculations - Pecan Park							0	\$0
15	Plan & Profile Bandridge Rd. - Sta 0+00 to 5+00			8	8	10		26	\$3,672
16	Plan & Profile Bandridge Rd. - Sta 5+00 to 5+85			6	6	10		22	\$3,044
17	Plan & Profile Somerton Dr. - Sta 5+85 to 10+85			8	8	12		28	\$3,904
18	Plan & Profile Somerton Dr. - Sta 10+85 to 15+85			8	8	12		28	\$3,904
19	Plan & Profile Somerton Dr. - Sta 15+85 to 16+09			4	4	8		16	\$2,184
20	Plan & Profile Venture Ln. - Sta 0+00 to 3+11			8	8	14		30	\$4,136
21	Pecan Park Site Layout - Sheet 1							0	\$0
22	Pecan Park Site Layout - Sheet 2							0	\$0
23	Plan & Profile Pecan Park Critical Locations							0	\$0
24	Driveway Data			8	6	10		24	\$3,414
25	Cross Sections - Sheet 1			4	6	10		20	\$2,674
26	Cross Sections - Sheet 2			4	6	10		20	\$2,674
27	Cross Sections - Sheet 3			4	6	10		20	\$2,674
28	Traffic Control Plan Notes and Layouts (Additional Services)								
29	Traffic Control Plan - Details (Additional Services)								
30	Traffic Control Plan - Phase 1 (Additional Services)								
31	Traffic Control Plan - Phase 2 (Additional Services)								
32	Stormwater Pollution Prevention Plan -Sheet 1 (Additional Services)								
33	Stormwater Pollution Prevention Plan -Sheet 2 (Additional Services)								
34	Stormwater Pollution Prevention Plan - Details (Additional Services)								
35	Water Line Details (Sheet 1 of 2)			4	4	6		14	\$1,952
36	Water Line Details (Sheet 2 of 2)			4	4	6		14	\$1,952
37	Storm Sewer Details (Sheet 1 of 1)			4	4	6		14	\$1,952
38	Pavement Details (Sheet 1 of 2)			4	4	6		14	\$1,952
39	Pavement Details (Sheet 2 of 2)			4	4	6		14	\$1,952
40	Misc Details			4	4	6		14	\$1,952
	Project Management (Including Internal QA/QC)		40					40	\$8,730
	Milestone Review Meetings (3)		5	6			3	14	\$2,417
	Specifications / Bidsheet		5	8			2	15	\$2,715
	Construction Cost Estimate		6	12			2	20	\$3,674
	Coordination with Private Utilities / Regulatory Agencies		2	8			1.78	11.78	\$2,045
	Response to Review Comments / Signatures		3	6	2	2	2	15	\$2,399
	FINAL DESIGN PHASE TOTALS		61	168	138	216	10.78	593.78	\$88,027
BIDDING PHASE									
	Pre-Bid Meeting		4	4			4	12	\$1,901
	Addenda Preparation		2	4			3	9	\$1,393
	Bid Tabulation		2	4			3	9	\$1,393
	Bid Recommendation		3	3			2.35	8.35	\$1,379
	BIDDING PHASE TOTALS		11	15	0	0	12.35	38.35	\$6,065
CONSTRUCTION PHASE									
	Pre-Construction Meeting		2	2			2.13	6.13	\$960
	Respond to RFI's/Change Orders		3	8			3	14	\$2,351
	Review Submittals		6	8			4	18	\$3,078
	Monthly Site Visits/Progress Meetings - 5		7	7			4	18	\$3,111
	Check Contractor Pay Request		3	9			8	20	\$2,896
	Final Walk Through		2	2			4	8	\$1,095
	Record Drawings		0	4	8	4		16	\$2,236
	CONSTRUCTION PHASE TOTALS		23	40	8	4	25.13	100.13	\$15,725
ADDITIONAL SERVICES (5% MARKUP ADDED TO SUBCONSULTANT SERVICES)									
	1 Surveying (Baseline Corp.)								23,888
	2 Geotechnical Investigation (Geoscience Engineering and Testing)								3,563
	3 Traffic Control Plan with Details		4	10	4	15.19		33.19	5,001
	4 SWPPP with Details		3	6	6.7	6		21.7	3,325
	5 TDLR Approval (Otten)								869
	ADDITIONAL SERVICES TOTAL								36,646
REIMBURSABLE EXPENSES									
	Misc. Reimbursables								\$522
	REIMBURSABLE EXPENSES TOTAL								\$522
SUMMARY:									
	FINAL DESIGN PHASE TOTAL								\$88,027
	BIDDING PHASE TOTALS								\$6,065
	CONSTRUCTION PHASE TOTAL								\$15,725
	ADDITIONAL SERVICES TOTAL								\$36,646
	REIMBURSABLE EXPENSES TOTAL								\$522
	TOTAL FEE								\$146,985

PECAN PARK PROJECT
 CITY OF LA PORTE
 MANHOUR ESTIMATE
 BINKLEY & BARFIELD, INC.
 DATE: 5/1/2017

SHT NO.	DESCRIPTION	Prin \$231.00	Sr. Project Mgr. \$218.25	Project Engr. \$185.00	Sr. CADD Designer \$129.00	CADD Designer \$116.00	Clerical \$72.00	TOTAL	TOTAL	
FINAL DESIGN PHASE (60%, 90%, FINAL SUBMITTALS)										
1	Cover Sheet / Vicinity Map			1	1	1		3	\$430	
2	Drawing List			2	2	2		6	\$860	
3	General Notes			1	1	1		3	\$430	
4	Legend, Abbreviations, and Keyed Construction Notes			2	2	2		6	\$860	
5	Survey Control Map (Additional Services)									
6	Survey Control Data (Additional Services)									
7	Typical Sections - Sheet 1			2	2	3		7	\$976	
8	Existing Drainage Area Map - Pecan Park			4	2	6		12	\$1,694	
9	Proposed Drainage Area Map - Pecan Park			4	2	6		12	\$1,694	
10	Drainage Calculations - Pecan Park			4	2	6		12	\$1,694	
11	Pecan Park Site Layout - Sheet 1			4	2	6		12	\$1,694	
12	Pecan Park Site Layout - Sheet 2			4	2	6		12	\$1,694	
13	Plan & Profile Pecan Park Critical Locations			4	2	6		12	\$1,694	
14	Cross Sections - Sheet 1			2	2	3		7	\$976	
15	Traffic Control Plan Notes and Layouts (Additional Services)									
16	Traffic Control Plan - Details (Additional Services)									
17	Stormwater Pollution Prevention Plan -Sheet 1 (Additional Services)									
18	Stormwater Pollution Prevention Plan - Details (Additional Services)									
19	Storm Sewer Details (Sheet 1 of 1)			2	2	2		6	\$860	
20	Pavement Details			1	2	2		5	\$675	
	Project Management (Including Internal QA/QC)		8					8	\$1,746	
	Milestone Review Meetings (3)		2	2			0.5	4.5	\$843	
	Specifications / Bidsheet		2	4			0.5	6.5	\$1,213	
	Construction Cost Estimate		2	4			0.5	6.5	\$1,213	
	Coordination with Private Utilities / Regulatory Agencies		2	4			0.5	6.5	\$1,213	
	Response to Review Comments / Signatures		2	4	2	2	0.5	10.5	\$1,703	
FINAL DESIGN PHASE TOTALS				18	55	28	54	2.5	157.5	\$24,160
BIDDING PHASE										
	Pre-Bid Meeting		1	2			1	4	\$660	
	Addenda Preparation		1	2			1	4	\$660	
	Bid Tabulation		1	2			1	4	\$660	
	Bid Recommendation		1	2			1	4	\$660	
BIDDING PHASE TOTALS				4	8	0	0	4	16	\$2,641
CONSTRUCTION PHASE										
	Pre-Construction Meeting		1	2			1	4	\$660	
	Respond to RFIs/Change Orders		1	2			1	4	\$660	
	Review Submittals		1	2			1	4	\$660	
	Monthly Site Visits/Progress Meetings		1	2			1	4	\$660	
	Check Contractor Pay Request		1	2			1	4	\$660	
	Final Walk Through		1	2			1	4	\$660	
	Record Drawings		1	2	2	4		9	\$1,310	
CONSTRUCTION PHASE TOTALS				7	14	2	4	6	33	\$5,272
ADDITIONAL SERVICES (5% MARKUP ADDED TO SUBCONSULTANT SERVICES)										
	1	Surveying (Baseline Corp.)							5,696	
	2	Geotechnical Investigation (Geoscience Engineering and Testing)							1,556	
	3	Traffic Control Plan with Details		1	2	1	4	8	1,181	
	4	SWPPP with Details		1	3	1	2	7	1,134	
	5	TDLR Approval (Otten)							375	
ADDITIONAL SERVICES TOTAL									9,942	
REIMBURSABLE EXPENSES										
	Misc. Reimbursables								\$228	
REIMBURSABLE EXPENSES TOTAL									\$228	
SUMMARY:										
FINAL DESIGN PHASE TOTAL									\$24,160	
BIDDING PHASE TOTALS									\$2,641	
CONSTRUCTION PHASE TOTAL									\$5,272	
ADDITIONAL SERVICES TOTAL									\$9,942	
REIMBURSABLE EXPENSES TOTAL									\$228	
TOTAL FEE									\$42,243	



Binkley & Barfield, Inc.
Billable Fee Schedule
Effective 2017

<u>CLASSIFICATION</u>	<u>2017 BILLABLE RATES</u>
Principal (Eng. VII)	\$231.00
Sr. Project Manager (Eng. VI)	\$218.25
Project Manager (Eng. V)	\$185.00
Structural Engineer	\$185.00
Project Engineer (Eng. IV)	\$155.00
Process/Civil/Engineer	\$155.00
Electrical & Instrumentation Engineer	\$155.00
Associate/Staff Engineer (Eng. III)	\$132.00
Graduate Engineer (EIT)	\$105.00
Crew - 2 man	\$176.00
Sr. Designator	\$105.00
Designator	\$90.00
Production Manager	\$205.00
Production Technician	\$80.00
Sr. Electrical Designer	\$136.00
Sr. CADD/Designer	\$129.00
CADD/Designer	\$116.00
CADD Technician	\$95.00
Sr. Clerical / Sr. Administrator	\$78.75
Clerical / Administrator	\$72.00
3D Modeling (Per day)	\$750.00



GENERAL CONDITIONS OF AGREEMENT BETWEEN OWNER AND ENGINEER

1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses, shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with his current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project. The Owner shall furnish all legal, accounting and insurance counseling services, land survey information, soils and laboratory testing, and other special consultants. The Engineer shall be entitled to rely on the completeness and accuracy thereof. If the Owner observes, or otherwise becomes aware of any fault or defect in the Project, prompt written notice thereof shall be given by the Owner to the Engineer.

2. FEES

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the fees set forth in the attached agreement. Unless otherwise specified, fees shall be paid to the Engineer in accordance with monthly billings based upon work performed and expenses incurred during that month. Any payments not made within thirty (30) days on statements rendered shall be subject to a charge for interest at the maximum legal rate of interest, beginning 30 days after the date of the statement, and failure to make any payments when due shall entitle Engineer to terminate the Agreement or suspend services. The Engineer's final payment is due and payable upon completion of the Engineer's services.

3. OWNERSHIP OF DOCUMENTS

Original drawings, plans and specifications prepared by the Engineer shall be and remain the property of the Owner, and the Owner agrees that it will not use the plans in connection with any project other than the Project, without the prior written consent of the Engineer. Specifications to be used at the City's discretion. The Engineer may retain reproducible copies of such documents.

4. TERMINATION; SUSPENSION OF WORK

This Agreement may be terminated by either party by seven days' written notice should the other party fail substantially to perform in accordance with the terms hereof, through no fault of the party giving notice of the termination. If the Project is terminated, abandoned or suspended, the Engineer shall be equitably paid for services rendered prior to effective termination notice date and for reasonable termination expenses. Payment to be in accordance with 'fees' section of proposal.

5. PROFESSIONAL RESPONSIBILITIES

Services will be performed in accordance with sound and generally accepted principles as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Engineer shall not be liable for any indirect or consequential loss or damage arising out of the performance of services hereunder, including, but not limited to, loss of profit, or business interruption, unless caused by negligence of the Engineer. The Engineer shall use reasonable and acceptable methods in preparing designs and cost estimates and in providing Construction Phase Services (where required) but does not serve as guarantor and shall not be responsible for bids varying above or below estimates, or for the Construction Contractor's failure to perform the work in accordance with the Construction Documents. Revisions to Contract Documents during the Construction Phase resulting in added construction work are not unusual; therefore, reasonable Construction Phase contingency reserve funds should be established by the Owner.

The Engineer shall be included as additional insured, where construction is involved, on the Builder's Risk policy (on All-Risk Basis) and on Owner's Protective Liability Policy. The Engineer shall not have control of or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the activities of the Construction Contractor.

As to warranty of, or patent indemnity on, items of machinery, equipment, or other projects manufactured by others, or work of construction contractors, subcontractors, or manufacturers, the Engineer's responsibility with respect thereto is limited to the assignment of the Engineer to the owner of the Construction Contractor's (or manufacturer's) warranty, guaranty, or patent indemnity, and the Engineer agrees to cooperate with the owner in the enforcement thereof.

6. CONSTRUCTION SERVICES

When requested by the Owner, provide periodic review of construction activities. The Engineer will make visits to the construction site as requested to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; he will not be responsible for the techniques and sequences of construction or the safety precautions incidents thereto; and he will not be responsible or liable in any degree for the contractor's failure to perform the construction work in accordance with the contract documents. During visits to the construction site and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, the Engineer will keep the Owner informed of the extent of the progress of the work and advise the Owner of material and substantial defects and deficiencies in the work of contractors that are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

When requested, review samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of material and equipment, and other data which the contractor submits. This review is for the benefit of the Owner and requires only general conformance with the design concept of the Project and general compliance with the information by the contract documents. It does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and



the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract documents.

7. PROJECT REPRESENTATION

When requested by the Owner, furnish the services of Project Representatives and other field personnel for part-time on-the-site observation of the Owner's construction project. The authority and duties of such resident Project Representatives are limited to observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use its best efforts to see that the Project Representatives are on the job to perform their required duties.

It is agreed that the Engineer does not underwrite, guarantee, or ensure work done by contractors and, because it is the contractor's responsibility to perform the work in accordance with the contract documents, the Engineer is not responsible or liable for contractor's failure to do so. Failure by any Project Representative or other personnel engaged in on-the-site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractor for liability therefore or subject the Engineer to any liability for any such defects or deficiencies.

8. REVIEW SERVICES

When requested by the Owner, provide review of documents, designs, developments, reports, studies, surveys, data, etc. prepared by entities other than the Engineer and provide input, comments, and/or recommendations and such response deemed appropriate by the Engineer to assist the Owner.

Such reviews by the Engineer are for the purpose of aiding the Owner and providing an Engineer's input to assist the Owner in obtaining a better product. The review of such items, not prepared by the Engineer, does not relieve the preparer of the data of any responsibilities associated with the data, document or design. The review by the Engineer is for the Owner's benefit and in no way transfers the liability or the responsibility for the preparation of the data, document or design onto the Engineer. Failure by the Engineer or his personnel to discover defects or deficiencies in the data, document or design being reviewed shall never relieve the preparer of such data, document or design for liability therefore or subject the Engineer to any liability for any such defects or deficiencies.

9. ENGINEER'S LIABILITY

The Engineer agrees to carry throughout the duration of this agreement Professional Errors and Omissions Insurance (or Professional Liability Insurance, however named) with a minimum policy amount of \$1,000,000 general aggregate. A certificate of such insurance shall be provided to the Owner for approval. This insurance must be written by a company licensed to do business in Texas, and the certificate shall provide that the Owner shall receive advance notice prior to any cancellation of such policy.

The Engineer agrees to carry out and perform the services herein agreed to in a professional and competent manner. The Owner agrees that the Engineer shall not be liable for error, omission, or breach of warranty



(either expressed or implied) in its design work, preparation of surveys, plans and specifications, designation and selection of materials and equipment for the Project, or observation of the construction work or reviews except to the extent that it fails to exercise the usual degree of care and judgment of a reasonably prudent engineer in the same or similar circumstances and conditions. Except to the extent expressly provided above, the Engineer does not underwrite, guarantee or insure any construction work done by any contractors, nor shall the Engineer be responsible or liable for any contractor's failure to do such work or for the safety precautions taken by any contractor incident to construction work. It is further agreed that no contractor shall ever be relieved of liability for any defect or deficiency in his construction work due to any act or omission of the Engineer.

10. FORCE MAJEURE

The Engineer shall not be responsible or liable for any loss, damage, or delay caused by force majeure, which shall include riot insurrection, embargo, fire or explosion, the elements, act of God, epidemic, war, vandalism or sabotage, earthquake, flood, strike, boycott, picketing, act of any government official or agency – civil or military, unavoidable accident, unlawful act of their parties, or any cause, whether or not similar to the foregoing, which loss, damage or delay is beyond the Engineer's reasonable control.

11. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of Harris County, Texas.

12. SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds itself and its partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other and they further agree that the Agreement represents the entire understanding of the Owner and the Engineer and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and Engineer agree to the full performance of the covenants contained herein.



April 6, 2017

Mr. Todd Calvin, PE
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008

**RE: REVISED ROPOSAL FOR THREE (3) PROJECTS IN THE
CITY OF LA PORTE, HARRIS COUNTY, TEXAS**

Dear Mr. Calvin:

Baseline Corporation (Baseline) appreciates the opportunity to provide this proposal for professional services to Binkley & Barfield (Client) for topographic surveying for three (3) separate projects, all located in the City of La Porte. A detailed proposal for each project follows. This proposal is based on emails and conversations between Baseline and the Client and exhibits, maps, and plans provided by the Client. *This revised proposal supersedes any and all prior proposal prepared by Baseline.*

**PROJECT 1 - PAVING AND WATER LINE ALONG AND ADJOINING SOMERTON DRIVE AND
BANDRIDGE ROAD**

Project Description:

Baseline shall provide topographic surveying along Somerton Drive from Spencer Highway to Bandridge Road and along Bandridge Road from Somerton Drive to the east line of a concrete lined drainage channel and also for topographic surveying of the Water Plant Site located east of the concrete lined drainage channel and south of Bandridge Road (Project). Topographic surveying shall also extend for approximately 150 feet along side streets from their intersection with Somerton Drive or Bandridge Road. The total length of all streets within the Project is approximately 2,500 feet. The Water Plant Site is approximately 2.5 acres in area. The Project is located within Brookglen Subdivision, Section 1, in the City of La Porte.

Scope of Services:

Baseline shall perform and provide the following:

- Establish horizontal and vertical control along the streets listed above. Horizontal control shall be based on the North American Datum of 1983 (NAD 83) CORS Adjustment – Texas Coordinate System, South Central Zone (surface datum). Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88) 2001 Adjustment, using Harris County Flood Control District (HCFCD) Reference Marks in the Project vicinity. Baseline shall provide a vertical adjustment factor between HCFCD Datum and the City of La Porte survey control (if such control exists and is furnished to Baseline). Horizontal and vertical survey control points shall be placed at a maximum of 800 feet apart and where needed to perform the work.
- Locate and identify the existing right-of-way lines of the streets listed above and the boundary lines of the Water Plant Site.

- Perform a topographic and utility survey of the streets to 10 feet outside the right-of-way lines of Somerton Drive, Bandridge Road, and any intersecting side streets (Project Limits). Services shall include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within the Project Limits. Cross sections shall be obtained at intervals not to exceed 100 feet. Baseline shall contact “The Texas Excavation System” to have utilities and pipelines flagged prior to beginning the surveys. Utilities and pipelines within the Project Limits shall be located and tied based on visual evidence and available plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Features such as signs, pavement markings, fences, trees, landscaping and other existing features will be detailed and shown on the survey. Geotechnical borings will be tied if visually evident on the ground.
- Perform a topographic and utility survey of the Water Plant Site, providing the same services as listed above for the topographic and utility survey of the streets. Elevations within the Water Plant Site shall be obtained on an approximate 100 foot grid.

Baseline will not be responsible for locating utilities which are not visible and those utilities and pipelines that are not marked and flagged by utility agencies in response to the initial “The Texas Excavation System” notification at the time the field surveys are performed. Additional field visits after the surveys are complete will be performed as an additional service (see Additional Services below).

Compensation:

The above Scope of Services shall be completed for the following Lump Sum Fees:

1. Control Survey and Mapping	\$2,675.00
2. Topographic Survey & ROW of Streets	\$11,500.00
3. <u>Topographic Survey of Water Plant Site</u>	<u>\$2,800.00</u>
Total	\$16,975.00

The above referenced fees are subject to change if items 1-3 are not authorized simultaneously.

Deliverables:

Baseline shall provide the following to the Client:

- Survey control sheets for the construction plan sets.
- AutoCAD Civil 3D topographic survey.
- Survey field notes and electronic files.

Schedule:

The Scope of Services above shall be completed within approximately forty-five (45) calendar days from the date of authorization of this proposal.

Additional Services:

Services not mentioned in the above Scope of Services can be completed on a “Time and Materials” basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Surveying outside the project limits referenced herein.
2. Obtaining topographic or cross section data within the concrete lined drainage channel west of the water plant.
3. Staking right-of-way or property lines.
4. Showing utilities or other information based on Record Drawings or As-built Drawings on the topographic survey. Only visible or marked utilities will be shown on the completed survey.
5. Re-marking survey control after the field surveys are complete.
6. Construction staking.

Client Provided Services:

1. City of La Porte Survey Control (if such control exists).
2. Record Drawings and As-built Drawings to aid field locating of visible utilities.
3. Any surveys, deeds or other available documentation that may aid Baseline in completing the Scope of Services herein.

PROJECT 2 - WATER LINE PROJECT ALONG VENTURE LANE

Project Description:

Baseline shall provide topographic surveying along Venture Lane from the west right-of-way line of Somerton Drive on the west to the east right-of-way line of Brookwood Drive on the east (Project). The total length of the Project is approximately 450 feet. The Project is located within Brookglen, Section 3, a recorded subdivision within the City of La Porte.

Scope of Services:

Baseline shall perform and provide the following:

- Establish horizontal and vertical control along Venture Lane. Horizontal control shall be based on the North American Datum of 1983 (NAD 83) CORS Adjustment – Texas Coordinate System, South Central Zone (surface datum). Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88) 2001 Adjustment, using Harris County Flood Control District (HCFCD) Reference Marks in the Project vicinity. Baseline shall provide a vertical adjustment factor between HCFCD Datum and the City of La Porte survey control (if such control exists and is furnished to Baseline). Horizontal and vertical survey control points shall be placed at a maximum of 600 feet apart and where needed to perform the work.
- Locate and identify the existing right-of-way lines of Venture Lane.
- Perform a topographic and utility survey of Venture Lane to 10 feet outside the right-of-way lines of Venture Lane (Project Limits). Services shall include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within the Project Limits. Cross sections on Venture Lane shall be obtained at intervals not to exceed 100 feet. Baseline shall contact “The Texas Excavation System” to have utilities and pipelines flagged prior to beginning the surveys. Utilities and pipelines within the Project Limits shall be located and tied based on visual evidence and available plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Features such as signs, pavement markings, fences, trees, landscaping and other existing features will be detailed and shown on the survey. Geotechnical borings will be tied if visually evident on the ground.

Baseline will not be responsible for locating utilities which are not visible and those utilities that are not marked and flagged by utility agencies in response to the initial “The Texas Excavation System” notification at the time the field surveys are performed. Additional field visits after the surveys are complete will be performed as an additional service (see Additional Services below).

Compensation:

The above Scope of Services shall be completed for the following Lump Sum Fees:

1. Control Survey and Mapping	\$1,025.00
2. <u>Topographic Survey & ROW of Street</u>	<u>\$4,750.00</u>
Total	\$5,775.00

The above referenced fees are subject to change if both items are not authorized simultaneously.

Deliverables:

Baseline shall provide the following to the Client:

- Survey control sheets for the construction plan sets.
- AutoCAD Civil 3D topographic survey.
- Survey field notes and electronic files.

Schedule:

The Scope of Services above shall be completed within approximately thirty (30) calendar days from the date of authorization of this proposal.

Additional Services:

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Surveying outside the project limits referenced herein.
2. Staking right-of-way lines.
3. Showing utilities or other information based on Record Drawings or As-built Drawings on the topographic survey. Only visible or marked utilities will be shown on the completed survey.
4. Re-marking survey control after the field surveys are complete.
5. Construction staking.

Client Provided Services:

1. City of La Porte Survey Control (if such control exists).
2. Record Drawings and As-built Drawings to aid field locating of visible utilities.
3. Any surveys, deeds or other available documentation that may aid Baseline in completing the Scope of Services herein.

PROJECT 3 - NEW PARKING AREA FOR PECAN PARK**Project Description:**

Baseline shall provide a detailed topographic survey to support the design of a new parking area at Pecan Park. The Park is located at 3600 Canada Street in the City of La Porte (Project). The topographic survey shall be performed in the northeast corner of the Park. The survey area is approximately 250 feet in an east-west direction by 400 feet in a north-south direction. The survey area will be bounded by the east right-of-way line of Canada Street on the east; the more northern driveway from Canada Street on the south; the east side of Field #1 on the west; and the fence along the north line of the park on the north (Project Limits).

Scope of Services:

Baseline shall perform and provide the following:

- Establish horizontal and vertical control around the perimeter of the Project Limits. Horizontal control shall be based on the North American Datum of 1983 (NAD 83) CORS Adjustment – Texas Coordinate System, South Central Zone (surface datum). Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88) 2001 Adjustment, using Harris County Flood Control District (HCFCD) Reference Marks in the Project vicinity. Baseline shall provide a vertical adjustment factor between HCFCD Datum and the City of La Porte survey control (if such control exists and is furnished to Baseline). Horizontal and vertical survey control points shall be placed where needed to perform the work.
- Locate and identify the existing right-of-way lines of Canada Street.

- Perform a topographic and utility survey of the Project Limits. Services shall also include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within the Project Limits. Cross sections on Canada Street shall be obtained at intervals not to exceed 100 feet. Baseline shall contact "The Texas Excavation System" to have utilities and pipelines flagged prior to beginning the surveys. Utilities and pipelines within the Project Limits shall be located and tied based on visual evidence and available plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Features such as signs, pavement markings, fences, trees, landscaping and other existing features will be detailed and shown on the survey. Geotechnical borings will be tied if visually evident on the ground.

Baseline will not be responsible for locating utilities which are not visible and those utilities that are not marked and flagged by utility agencies in response to the initial "The Texas Excavation System" notification at the time the field surveys are performed. Additional field visits after the surveys are complete will be performed as an additional service (see Additional Services below).

Compensation:

The above Scope of Services shall be completed for the following Lump Sum Fees:

1. Control Survey and Mapping	\$1,300.00
2. <u>Topographic Survey & ROW of Street & Drainage Easement</u>	<u>\$4,125.00</u>
Total	\$5,425.00

The above referenced fees are subject to change if both items are not authorized simultaneously.

Deliverables:

Baseline shall provide the following to the Client:

- Survey control sheets for the construction plan sets.
- AutoCAD Civil 3D topographic survey.
- Survey field notes and electronic files.

Schedule:

The Scope of Services above shall be completed within approximately thirty (30) calendar days from the date of authorization of this proposal.

Additional Services:

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Surveying outside the project limits referenced herein.
2. Staking right-of-way lines.
3. Showing utilities or other information based on Record Drawings or As-built Drawings on the topographic survey. Only visible or marked utilities will be shown on the completed survey.
4. Re-marking survey control after the field surveys are complete.
5. Construction staking.

Client Provided Services:

1. City of La Porte Survey Control (if such control exists).
2. Record Drawings and As-built Drawings to aid field locating of visible utilities.
3. Any surveys, deeds or other available documentation that may aid Baseline in completing the Scope of Services herein.

Authorization:

If this proposal meets with your approval, please sign and return to our office. If you have any questions, please call or email.

Sincerely,

BASELINE CORPORATION
Professional Surveyors

Accepted by Binkley & Barfield, Inc.



Robert L. Davis, RPLS
Manager, Survey Operations

(Signature)

(Name)

(Title)

(Date)



GEO SCIENCE
ENGINEERING & TESTING, INC.

405 E. 20th Street
Houston, Texas 77008
713.861.9700
713.861.4477 Fax

HOUSTON

SAN ANTONIO

March 8, 2017

Binkley & Barfield Inc.
1710 Seamist Drive
Houston, TX 77008

Attention: Todd Calvin, PE
Vice President
Municipal Infrastructure

Reference: Proposed Geotechnical Exploration Scope and Fee Estimate
Somerton - Bandridge / Venture Waterline / Pecan Park
La Porte, Texas
GETI Proposal No. 17-06190

Gentlemen:

GeoScience Engineering & Testing, Inc., (GETI) is pleased to offer this proposal for a geotechnical exploration for the referenced project. We prepared this proposal based on information provided earlier by Binkley and Barfield personnel and our understanding of projects of similar size and location.

Project Location: The site is three locations in La Porte, Texas, namely:

- ✓ Somerton Drive – Bandridge Road
- ✓ Venture Lane
- ✓ Pecan Park

Project Description: The project consists of structures at the above locations, respectively:

- ✓ Pavement and Waterline
- ✓ Waterline Only
- ✓ Paving and Drainage

Assumptions: Our proposal assumes and is based upon the following:

- ✓ site is readily accessible,
- ✓ site does not require clearing for boring access,
- ✓ boring locations can be accessed by truck mounted drilling equipment,
- ✓ concrete coring for boring access is required at two of the three locations.

FIELD INVESTIGATION

The proposed field investigation has been developed to occur in one continuous phase during one drill rig mobilization, and it includes:

Boring No.	Depth (ft.)	Location	Structure / Purpose
1	15	Somerton Drive / Bandridge Road	Pavement / Waterline
2	15	Venture Lane	Waterline
3	15	Pecan Park	Pavement / Drainage
Total Footage	45		

We therefore propose 3 borings totaling 45 ft. of drilling. Mobilization is included in the price.

GETI will contact the Texas One Call System to identify potential underground utilities in conflict with our proposed boring locations. However, please advise us as soon as possible of any already known utilities of which you are aware.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers (ASTM D-1587) and 2-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

A graduate engineer, geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer or torvane, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

GETI will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. We understand these services will be provided in coordination with the project survey team. At the completion of drilling operations, bore holes will be backfilled with grout or cuttings, with cold asphalt patches on existing paved surfaces.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, to evaluate short and long term deformation / swell properties of the materials encountered, and where appropriate, permeability. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, soil gradations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. The report will address:

- ✓ soil and groundwater conditions encountered at the boring locations;
- ✓ pavement design recommendations including rigid or flexible and subgrade stabilization;
- ✓ foundation recommendations for foundation type, bearing strata, bearing pressure, settlement;
- ✓ drainage or waterline structure excavation, bedding and backfill recommendations,
- ✓ earthwork recommendations, with material and compaction requirements; and
- ✓ construction considerations related to soil and groundwater conditions at the borings.

The scope of our geotechnical exploration has been developed in accordance with the prevailing document, entitled:

“Guidelines for Consultants Performing Geotechnical Investigations for Projects Maintained by Harris County, Texas”, Effective Date, January 1, 2011.

COST OF SERVICES

Based on the scope of services described above, we propose lump sum fees of \$4,875.00 for this project, which includes concrete coring for boring access at up to two locations.

These fees will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

PROJECT SCHEDULE

We plan to initiate the base scope studies within five working days of receipt of notice-to-proceed and anticipate that three working days will be required to complete the field investigation (weather and traffic control conditions permitting). You will receive the base scope report approximately 10 to 15 working days following completion of field and laboratory testing operations. If you require a delivery time frame other than that presented above, please advise us at the time of completing the agreement so that we may make the appropriate adjustments in our schedule to accommodate your needs.

We will advise you of the schedule for the optional scope, pending your authorization to proceed. However, we do not anticipate issuing the final report more than two weeks after completion of the field work.

CLIENT OBLIGATIONS

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site This is in addition to GETI advising utility owners through Texas One Call.

Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, GETI will contact the client to discuss accessibility options and associated fees.

AUTHORIZATION

Please sign and return one copy of the proposal where indicated below as your authorization to proceed. By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed work scope. We look forward to working with you on the project.

Respectfully Submitted,
Geoscience Engineering & Testing, Inc.



Digitally signed by
Telfryn L. John, PE
Date: 2017.03.09
15:00:24 -06'00'

Telfryn L. John, PE
Vice President – Engineering Services

Ron Falan

Ronald C. Falan
Executive Vice President
GeoScience Engineering & Testing, Inc.

PROPOSAL ACCEPTED BY:

Signature

Date

Printed Name

Company

Title

GEO TECHNICAL EXPLORATION AND ENGINEERING COST ESTIMATE					
Prepared by GeoScience Engineering & Testing					
Estimate No.:	17-06190				
Proposal Date:	March 8, 2017				
Project:	Somerton - Bandridge / Venture Waterline / Pecan Park				
Location:	LaPorte - Texas				
PLANNING (One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)					
Item	Unit Rate	Unit	Quantity	Cost	
Principal Engineer	\$ 200.00	Hour		\$	-
Senior Engineer	\$ 125.00	Hour		\$	-
Project Engineer	\$ 100.00	Hour		\$	-
Staff Engineer	\$ 75.00	Hour		\$	-
Administrative	\$ 50.00	Hour	3	\$	150.00
Lane Closure Permit	\$ 750.00	LS		\$	-
				Planning Subtotal:	\$ 150.00
FIELD (Borings, Corings, Piezometers)					
Item	Unit Rate	Unit	Quantity	Cost	
Vehicle (Pickup Truck)	\$ 65.00	Day	1	\$	65.00
Field Soil Technician	\$ 65.00	Hour		\$	-
Field Engineer	\$ 75.00	Hour	4	\$	300.00
Project Engineer	\$ 100.00	Hour		\$	-
Labor Per Diem	\$ 150.00	Day		\$	-
Traffic Control	\$ 1,500.00	Day		\$	-
Concrete Coring Setup	\$ 200.00	LS	1	\$	200.00
Concrete Coring Up to 6-inch Diameter	\$ 100.00	Each	2	\$	200.00
Truck Drilling Rig Mobilization	\$ 250.00	Lump Sum	1	\$	250.00
Truck Drilling Rig Mobilization	\$ 5.00	Mile		\$	-
Truck Drilling (0-50 ft) - Soil	\$ 15.00	Foot	45	\$	675.00
Truck Drilling (51-100 ft) - Soil	\$ 17.50	Foot		\$	-
Rock Coring Set Up	\$ 85.00	Hole		\$	-
Drilling - Soft Rock	\$ 22.50	Foot		\$	-
Drilling - Hard Rock	\$ 25.00	Foot		\$	-
Drill Crew Per Diem	\$ 150.00	Day		\$	-
Hand Auger Equipment Charge	\$ 50.00	Day		\$	-
Photoionization Detector	\$ 100.00	Day		\$	-
TCP Tests	\$ 20.00	Each		\$	-
Piezometer (in existing boring)	\$ 15.00	Foot		\$	-
Borehole Grouting	\$ 5.00	Foot		\$	-
Sample Shipping	\$ 50.00	LS		\$	-
Steam Cleaner	\$ 250.00	Day		\$	-
Field Supplies	\$ 25.00	LS		\$	-
				Field Subtotal:	\$ 1,690.00
LABORATORY (Classification, Strength, Swell Potential)					
Item	Unit Rate	Unit	Quantity	Cost	
Project Engineer (Lab Assignments)	\$ 100.00	Hour	2	\$	200.00
Sr. Engineer (Lab Assignments)	\$ 125.00	Hour		\$	-
Moisture Content / Classification	\$ 5.00	Each	18	\$	90.00
Atterberg Limits	\$ 35.00	Each	6	\$	210.00
- No. 200 Sieve	\$ 35.00	Each	6	\$	210.00
Soil Unit Weight	\$ 10.00	Each		\$	-
Unconfined Compression	\$ 50.00	Each	3	\$	150.00
UU Triaxial	\$ 75.00	Each		\$	-
Swell	\$ 75.00	Each		\$	-
Consolidation	\$ 500.00	Each		\$	-
Hydrometer	\$ 100.00	Each		\$	-
Sulfates	\$ 50.00	Each		\$	-
Other Chemical Analysis	\$ -	LS		\$	-
				Laboratory Subtotal:	\$ 860.00
BORING LOG PREPARATION					
Item	Unit Rate	Unit	Quantity	Cost	
Principal Engineer	\$ 200.00	Hour		\$	-
Senior Engineer	\$ 125.00	Hour	1	\$	125.00
Project Engineer	\$ 100.00	Hour	3	\$	300.00
Staff Engineer	\$ 75.00	Hour		\$	-
Administrative	\$ 50.00	Hour		\$	-
				Boring Log Preparation Subtotal:	\$ 425.00
ANALYSIS AND REPORT					
Item	Unit Rate	Unit	Quantity	Cost	
Principal Engineer	\$ 200.00	Hour	2	\$	400.00
Senior Engineer	\$ 125.00	Hour		\$	-
Project Engineer	\$ 100.00	Hour	12	\$	1,200.00
Staff Engineer	\$ 75.00	Hour		\$	-
Administrative	\$ 50.00	Hour	3	\$	150.00
Overnight Shipping (for Hard Copies)	\$ 50.00	LS		\$	-
Report Supplies (for Hard Copies)	\$ 50.00	LS		\$	-
				Analysis and Report Subtotal:	\$ 1,750.00
				PROJECT TOTAL:	\$ 4,875.00

GENERAL TERMS AND CONDITIONS

Payment Terms: Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, personnel charges, or any costs incurred in collecting delinquent accounts will be charged to the client. All sums due are payable in Harris County, Texas. In the event client requests termination prior to completion, a termination charge in the amount equal to all charges incurred through the date services are stopped plus any shut down costs may, at the discretion of Geoscience Engineering & Testing, Inc. (GETI) be made. If GETI is required to stop operations because of changes in the scope of services as requested by the client or requirements of third parties, additional charges will be applicable. GETI reserves the right to withhold any letters and reports pending payment for services.

Standard of Care: GETI will represent CLIENT in a professional manner, using proper skills and care normally associated with the type of project and geographical location of the project. The only warranty or guarantee made by GETI about the services requested or performed hereunder is that we will use that level of skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for services or by furnishing oral or written reports.

Sample Disposal Agreement: Unless otherwise requested, test specimens will be disposed of immediately upon completion of testing. Upon written request, GETI will retain test specimens for a specified period, to be determined at the time of writing.

Insurance: GETI maintains Comprehensive General Liability Insurance and Liability Insurance with bodily injury and property damage. Professional Liability Insurance is also provided for the protection of GETI. A Certificate of Insurance can be supplied evidencing such coverage.

Termination

This agreement may be terminated by either party based on two days' written notice. Upon termination, the GETI will be paid in full for all services performed, and will provide copies of all reports to CLIENT.

Underground Utilities: GETI is not responsible for locating or identifying underground utilities. Although GETI will call DIGG TESS to seek input from utility owners and take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold the GETI harmless for any damages to subterranean structures which are not called to GETI attention and correctly shown on the plans furnished.

Right of Entry: The CLIENT further agrees to provide the right of entry of GETI to the site for the provision of service. While GETI will take all reasonable precautions to minimize any damage to the property, It Is understood by the CLIENT that in the normal course of work, some damage may occur and that the correction of such is not part of this agreement.

Limitation of Liability: The CLIENT agrees to limit GETI's liability to the owner, all construction contractors, sub-contractors, sub-consultants and other third parties arising from GETI's professional acts, errors or omissions, on the project such that the total aggregate liability of GETI to all those named shall not exceed the limits of professional liability held by GETI (\$1,000,000) as of the date of this contract.

Agreement: This agreement including these terms and conditions, represents the entire agreement between GETI and CLIENT and supersedes any previous agreements, negotiations or representations, whether oral or written. This agreement may be amended only in writing, signed by both GETI and CLIENT. This agreement shall be bounded by the laws of the State of Texas.



Otten Consulting Group, Inc.

www.statereview.com

TAS Review/Inspection Order Form

810 Highway 6 S, Suite 111

Houston, TX 77079

Tele (713) 975-1029

Fax (713) 785-7769

admin@statereview.com

Project Name: Somerton Dr., Venture Ln., and Pecan Park Project

Project AB Number: _____ (if registered with TDLR)

TDLR Filing Fee may be paid directly online or by combined fee when submitting to OCG.

Fee Schedule							
Construction Cost			¹ TDLR Filing Fee	² Review Fee	Inspection Fee	³ Periodic Inspection	Total
Under \$50,000			\$175	\$350	\$375	\$275	\$1175
50,000	-	199,999	175	375	400	300	
200,000	-	499,999	175	400	425	325	
500,000	-	999,999	175	450	475	350	
1,000,000	-	4,999,999	175	500	600	375	
5,000,000	-	9,999,999	175	650	750	425	
10,000,000	-	14,999,999	175	800	800	650	
15,000,000	-	and up	175	Contact OCG for fee			
Pre-Project Inspection			Contact OCG for fee				
TDLR Late Project Filing Fee						\$300	
Application must be accompanied by payment in full.						Total	\$1175
¹ One-Time Filing Fee of \$175 is required – online with TDLR or with OCG submittal. RAS# 00000149 ² Plan review fee includes preliminary plan reviews (prior to registration) and technical assistance throughout the design phase. ³ Periodic inspections serve to eliminate potential violations during construction.							

Please include the following:

- AB Project Registration form – If project has been registered online include one copy of Registration Confirmation page.
- One complete set of construction documents - submitted within (20) twenty days of issuing project along with *proof of submission form* (for licensed design professionals only).
- Payment in full for requested services. Please include TDLR filing Fee for projects not yet registered. Please make checks payable to: Otten Consulting Group, Inc.

Reduce or eliminate costly TAS violations. Contact OCG for the following essential compliance services:

Pre-Project Inspection: OCG survey of existing facilities prior to finalizing intended scope of work. TAS requirements for alterations typically increase scope of work. Identify these requirements and locations of accessibility compliance with a Pre-Project Inspection. Contact OCG to schedule a Pre-Project Inspection.

Preliminary Reviews: Prior to final construction documents, email your project to techinfo@statereview.com for preliminary reviews, or contact OCG for hardcopy pickup – no charge.

Periodic Inspections: Elements such as noncompliant plumbing and surface slopes that are commonly overlooked during the construction phase add unnecessary costs to a building or facility budget. **With a periodic inspection, potential violations may be identified and corrected before a final inspection.** Avoid having to redo newly constructed areas for TAS violations that could have been addressed before project completion. Periodic inspections offer peace of mind.

Responsibility for compliance with Texas Government Code Chapter 469 is placed upon the design professional with overall responsibility for a project, and/or the Owner of a facility. Plan Reviews shall not be construed as acceptance of responsibility for such compliance by Otten Consulting Group, Inc., or any of its accessibility specialists or employees. Otten Consulting Group's financial liability is limited to fees paid for Plan Reviews and Inspections. All fees are non-refundable. Reports cannot be released until all fees are paid in full.

I hereby Authorize Otten Consulting Group, Inc., to perform requested services for the referenced project.

Owner / Agent Design Professional

X

Authorized Signature

Date

Telephone

Fax

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>June 12, 2017</u>	Appropriation
Requested By:	<u>Don Pennell</u>	Source of Funds: <u>015 (General CIP)</u>
Department:	<u>Public Works</u>	Account Number: <u>015-7070-530-1100</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$250,000</u>
Other: <input type="radio"/>		Amount Requested: <u>\$206,890</u>
Attachments :		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Bid Tabulation

2. Vendor Access Report

SUMMARY & RECOMMENDATIONS

The existing Bay Forest Golf Course's chain link fence, along the northern and southern right-of-way lines of Warton Weems Blvd., has become overcome by vegetation. The Bay Forest Golf Course Fence Project calls for clearing of trees and shrubs along the existing fence line, removal of existing chain link fence, and the construction of approximately 1,950 feet of decorative aluminum fence, which will include brick columns for added support of the proposed fencing.

Bid 17017 - Bay Forest Golf Course Fence Project was advertised on Public Purchase and the City's website on April 19, 2017 and published in the Bay Area Observer on April 20, 2017 and April 27, 2017 (ref. attached access report). Bids were opened and read on May 9, 2014 with six (6) bids received. Aztec Remodeling and Landscaping submitted the lowest, complete, total base bid at \$188,090.00, plus alternate bid options resulting total bids of \$181,890.00 and \$175,090.00 for Alternate 1 and Alternate 2 respectively. The base bid includes placing the masonry columns every 62 feet the entry length of the fence. Alternate 1 would space the columns 77 feet, and Alternate 2 would space the columns every 92 feet.

Staff recommends award of Bid 17017 to Aztec Remodeling and Landscaping. Aztec Remodeling and Landscaping has completed construction projects in the past for the City of La Porte. Staff Recommends award of Bid 17017 to Aztec Remodeling and Landscaping for \$188,090.00 and a 10% contingency of \$18,800.00.

Benefits:

Project scope includes clearing of existing vegetation that has grown into existing chain link fence. Clearing of vegetation and new fence construction will provide an aesthetic that blends seamlessly with fencing of the adjacent neighborhoods fence and allows for improved maintenance of vegetation along the fence line.

Liabilities:

None

Operating Costs:

There will be a reduction of maintenance costs.

Action Required of Council:

Consider approval or other action to award Bid #17017 Bay Forest Golf Course Fence to Aztec Remodeling and Landscaping for the replacement of the fence along Warton Weems Blvd. and authorize the City Manager to enter into a contract in the amount of \$188,090.00 with a total project funding allocation equal to \$206,890.00 including an \$18,800.00 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

BID TABULATION
BID #17017 BAY FOREST GOLF COURSE FENCE PROJECT
DUE: MAY 9, 2017 AT 2:00 P.M.

A. Base Bid Items

Item No.	Item Description	Qty	Unit	FOSTER FENCE		AZTEC REMODELING AND LANDSCAPING		DELTA SPECIALTY CONTRACTORS		BACKWATER FENCE		CRB CONSTRUCTION		FOUR SEASONS DEVELOPMENT	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	Lump Sum	No Bid	No Bid	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$625.20	\$625.20	\$16,234.00	\$16,234.00	No Bid	No Bid
2	Decorative Metal Fence, 6.0' Height, 8' Wide Panel with Imperial Finials & Quad Rings, Complete-In-Place	1950	LF	\$50.00	\$97,500.00	\$43.00	\$83,850.00	\$47.00	\$91,650.00	\$43.29	\$84,415.50	\$57.00	\$111,150.00	\$52.72	\$102,804.00
3	Masonry Columns, 24" X 24", 6.5' Height, 6" Concrete Cap @62' spacing (8 Fence panels between Columns), Complete-In-Place (Match Clubhouse Brick)	38	EA	No Bid	No Bid	\$1,300.00	\$49,400.00	\$2,300.00	\$87,400.00	\$1,875.60	\$71,272.80	\$2,158.00	\$82,004.00	\$2,800.00	\$106,400.00
4	Decorative Metal Fence Gate, 6.0' Height, 16' Wide Double Drive Gate with Imperial Finials & Quad Rings, Complete-In-Place	2	EA	\$4,816.00	\$9,632.00	\$2,700.00	\$5,400.00	\$1,500.00	\$3,000.00	\$3,979.74	\$7,959.48	\$5,250.00	\$10,500.00	\$4,150.00	\$8,300.00
5	Sodding	4,400	SY	No Bid	No Bid	\$4.50	\$19,800.00	NO BID	NO BID	\$7.30	\$32,120.00	\$5.50	\$24,200.00		\$13,440.00
6	Clearing and Grubbing	4,400	SY	No Bid	No Bid	\$5.60	\$24,640.00	\$4.00	\$17,600.00	\$7.90	\$34,760.00	\$6.00	\$26,400.00		\$58,500.00
(SUM A) BASE BID TOTAL PRICE							\$107,132.00		\$188,090.00		\$209,650.00		\$231,152.98		\$270,488.00

B. Alternate 1 Bid Items (10 Fence Panels between Columns)

Item No	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
3	DEDUCT- Masonry Columns, 24"X24",6.5' Height, 6" Concrete Cap @ 62' spacing, Complete-In-Place (Match Clubhouse Brick)	38	EA	No Bid	No Bid	\$1,300.00	\$49,400.00	\$2,300.00	\$87,400.00	\$1,875.60	\$71,272.80	\$2,158.00	\$82,004.00	\$2,800.00	\$106,400.00
7	ADD-Masonry Columns, 24"X 24", 6.5' Height, 6" Concrete Cap @ 77'spacing, Complete-In-Place (Match Clubhouse Brick)	32	EA	No Bid	No Bid	\$1,350.00	\$43,200.00	\$2,300.00	\$73,600.00	\$1,875.60	\$60,019.20	\$2,158.00	\$69,056.00	\$2,800.00	\$89,600.00
(SUM A + SUM B) Alternate 1 Bid Total Price							\$181,890.00		\$195,850.00		\$219,899.38		\$257,540.00		\$272,644.00

C. Alternate 2 Bid Items (12 Fence Panels between Columns)

Item No	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
3	DEDUCT- Masonry Columns, 24"X24",6.5' Height, 6" Concrete Cap @ 62' spacing, Complete-In-Place (Match Clubhouse Brick)	38	EA	No Bid	No Bid	\$1,300.00	\$49,400.00	\$2,300.00	\$87,400.00	\$1,875.60	\$71,272.80	\$2,158.00	\$82,004.00	\$2,800.00	\$106,400.00
7	ADD-Masonry Columns, 24"X 24", 6.5' Height, 6" Concrete Cap @ 92'spacing, Complete-In-Place (Match Clubhouse Brick)	26	EA	No Bid	No Bid	\$1,400.00	\$36,400.00	\$2,300.00	\$59,800.00	\$1,875.60	\$48,765.60	\$2,158.00	\$56,108.00	\$2,800.00	\$72,800.00
(SUM A + SUM C) Alternate 2 Bid Total Price							\$175,090.00		\$182,050.00		\$208,645.78		\$244,592.00		\$255,844.00

Bid tabulation is preliminary and does not imply any type of award. Other factors may apply.

Access Report

Agency

City of La Porte (TX)

Bid Number

17017

Bid Title

Bay Forest Golf Course Fence Project

Vendor Name	Accessed First Time	Most Recent Access	Documents
Houston Fence Company, Inc.	2017-05-03 08:40 AM CDT	2017-05-03 08:45 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Backwater Fence	2017-04-21 01:34 PM CDT	2017-05-08 04:05 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Hearn Company	2017-04-20 11:54 AM CDT	2017-05-09 08:45 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
The Bid Calendar	2017-04-29 03:30 PM CDT	2017-04-29 03:31 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Onvia	2017-04-19 06:00 PM CDT	2017-04-27 07:15 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Dodge Data & Analytics	2017-04-20 11:03 AM CDT	2017-05-01 03:27 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Delta Specialty contractors	2017-05-04 12:50 PM CDT	2017-05-04 05:34 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
ConstructConnect	2017-04-21 09:27 AM CDT	2017-05-02 08:34 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
BidClerk	2017-04-20 04:53 PM CDT	2017-04-21 09:48 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Perkens WS Corporation	2017-04-27 12:11 AM CDT	2017-05-02 04:59 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Sam Anderson Pvt Ltd	2017-04-19 09:45 PM CDT	2017-05-14 10:33 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
ConstructConnect	2017-04-21 06:32 AM CDT	2017-04-27 10:45 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Durba Construction	2017-04-26 03:27 PM CDT	2017-04-27 09:30 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Latham Fence	2017-04-25 08:59 AM CDT	2017-04-25 09:00 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
North America Procurement Cc	2017-04-22 01:01 AM CDT	2017-05-05 12:35 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Construction Rent-A-Fence, Inc	2017-04-19 07:50 PM CDT	2017-04-19 07:50 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Hawii Drillers, Inc.	2017-05-02 12:34 PM CDT	2017-05-02 12:36 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Ameristar Fence Products	2017-04-21 03:42 PM CDT	2017-04-27 10:08 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
CRB Construction, Inc	2017-05-02 01:38 PM CDT	2017-05-09 10:42 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
McDowell fence & electric, llc	2017-04-28 12:05 PM CDT	2017-04-28 12:08 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
The Blue Book Building & Cons	2017-04-19 10:25 PM CDT	2017-05-02 09:16 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Double R Fencing	2017-04-25 08:51 AM CDT	2017-04-25 08:51 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
SO	2017-04-19 05:56 PM CDT	2017-05-09 12:17 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
A-1 American Fence, Inc.	2017-05-04 10:43 AM CDT	2017-05-04 10:46 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
aztec remodeling &landscaping	2017-04-19 05:34 PM CDT	2017-05-11 07:08 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Dow Pipe & Fence Supply Cor	2017-04-21 04:13 PM CDT	2017-05-09 11:25 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Dale Dobbins	2017-04-30 05:15 PM CDT	2017-04-30 08:11 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Bayou City Fence Company	2017-04-20 11:16 AM CDT	2017-04-27 09:34 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Four Seasons Development Cc	2017-04-24 09:31 AM CDT	2017-05-12 07:42 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Solid Construction Solutions, L	2017-04-24 03:20 PM CDT	2017-04-27 11:27 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Reed Construction Data	2017-04-26 03:50 PM CDT	2017-04-26 03:50 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
Construction Software Technol	2017-04-26 03:42 PM CDT	2017-04-27 09:59 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN

L&L Supplies	2017-04-25 01:23 PM CDT	2017-04-25 01:23 PM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN
U.S. Fence & Gate, Inc.	2017-04-21 03:03 PM CDT	2017-04-28 11:44 AM CDT	Bid 17017 Bay Forest Golf Course Fence Project FIN

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REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: June 12, 2017 Appropriation
Requested By: Kenith Adcox Source of Funds: N/A
Department: Police Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Attachments : Budgeted Item: YES NO

1. Interlocal Agreement

SUMMARY & RECOMMENDATIONS

The existing School Resource Officer (SRO) Memorandum of Agreement between the City of La Porte and the La Porte Independent School District expires at the end of the 2016-2017 school year. A new Interlocal Agreement was approved by the LPISD School Board on May 23, 2017. The new agreement would run for an additional three years, commencing August 20, 2017 and ending the last day of the school year in 2020, with an option to extend the agreement for two years.

The new agreement includes up-dated salary figures for the involved employees and the same terms as the previous agreement, with the School District fully reimbursing the City for the salary and benefits associated with five (5) SRO's and one (1) DARE Officer during 172 work days that school is in session. As with previous agreements, the City would continue to have full use of these officers during holiday periods and the summer when school is not in session and also reserves the option of pulling these officers away from their school assignment during the school year should the need arise, i.e. weather emergencies.

The Police Department is recommending that Council approve this interlocal agreement with the La Porte Independent School District due to the substantial benefits the program provides to the La Porte community.

Action Required of Council:

Consider approval or other action the Interlocal Agreement between the City of La Porte and the La Porte Independent School District.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

AGREEMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

WHEREAS, this Agreement is made and entered into by and between the LAPORTE INDEPENDENT SCHOOL DISTRICT, hereinafter called "DISTRICT", and the CITY OF LA PORTE, a Texas Municipal Corporation, hereinafter called "CITY".

WITNESETH:

WHEREAS, DISTRICT desires to have the Chief of Police of the City of La Porte, hereinafter called "CHIEF", authorize and direct six (6) of CITY'S patrol officers, hereinafter called "PATROL OFFICERS", to devote those officers' working time to the District Schools, during the normal school year, including teacher work days; and

WHEREAS, DISTRICT is willing to pay the CITY an agreed amount equal to the cost to the CITY for supplying law enforcement services, including salary and benefits, as detailed in Exhibit A, so as to enable PATROL OFFICERS assigned by the CHIEF to provide those services;

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties is, it is AGREED as follows:

I.

The CITY agrees to authorize the CHIEF to assigning PATROL OFFICERS to provide law enforcement services to La Porte Schools. As used herein, the phrase "working time" means the usual or normal hours that the PATROL OFFICER is required to work in any calendar month and the area of the schools, the time the PATROL OFFICERS are in court in connection with cases arising out of events occurring within the area, the time the PATROL OFFICERS spend in preparing reports and documents pertaining to events occurring in the areas, the time the PATROL OFFICERS spend transporting persons arrested in the area to jail, the time the PATROL OFFICERS spend investigating crimes or possible crimes committed in the area, and the time spent in any and all activities related to performing law enforcement services for the DISTRICT shall be deemed working time. The items lists above are explanatory and the meaning for "working time" is not limited to said list.

II.

The DISTRICT agrees to pay to the CITY the sum of \$418,433.70 ("Base Amount") for assignment of six (6) PATROL OFFICERS to the DISTRICT, for the first school year included in this agreement. The Base Amount is based on six (6) officers working eight (8) hours each day for 172 days in the school year,

and shall serve as compensation for the working time of said PATROL OFFICERS. The Base Amount shall remain consistent for the term of the contract.

The DISTRICT agrees to pay the CITY for any additional hours that the DISTRICT requires of the PATROL OFFICERS to provide law enforcement services to La Porte Schools. Any additional hours must be approved through the CHIEF or his designee.

As detailed below, the DISTRICT further agrees that the Base Amount, and/or the increases to the Base Amount for school year two, and each year thereafter, as specified in the preceding paragraph, may be increased by a factor equal to Consumer Price Index – Urban (CPI-U) increases or three (3) percent, whichever is greater. The CITY shall notify the DISTRICT of any increases at least thirty (30) days prior to the effective date of the proposed increase.

For the school years of 2018-2019 and 2019-2020 the new contract amount will be calculated based on the previous year's total billing. The base amount will be increased by a factor equal to the Consumer Price Index. Such factor will be an arithmetic equation with the year of January 2018 of Consumer Price Index for all urban consumers being the numerator and the year January 2017 of the Consumer Price Index for all urban consumers will be the denominator for the school year 2018-2019. For the school year 2019-2020 the base amount will be the billed amount from 2018-2019 increased by the Consumer Price Index for all urban consumers for January 2019 being the numerator and the Consumer Price Index for all urban consumers for January 2018 being the denominator. The resulting quotient, if greater than 3% will be multiplied by the base to arrive at the current billing amount. If the quotient is less than 3%, then 3% will be multiplied by the base amount to determine the amount to be billed.

The CITY agrees to provide to the DISTRICT an invoice, at the beginning of each semester, setting forth costs for providing the law enforcement services to the DISTRICT. The DISTRICT agrees to reimburse the CITY the cost as set forth in the invoice within thirty (30) days of the date of such invoices, except as otherwise provided under sections 2251.021. If the DISTRICT, for any reason disputes any items in any invoices submitted by the CITY, the DISTRICT shall promptly notify the CITY of the dispute and request clarification and/or remedial action. The decision of the CITY regarding all disputes involving the cost for providing PATROL OFFICERS shall be final. Payment shall be made to the City of La Porte, Attention: Finance Director, 604 West Fairmont Parkway, La Porte, Texas 77571. Invoices sent by the CITY shall be addressed to the La Porte Independent School District: Attention: Rhonda Cumbie, Business Office, 1002 San Jacinto, La Porte, TX 77571. Either party hereto may change its address for the purposes of this agreement by giving written notice of such change in the manner provided for in this agreement.

III.

The term of this agreement shall be for each school year, as determined by the DISTRICT, commencing August 20, 2017, for the 2017-2018 school year, and ending on the final day of school in the year 2020, and shall include an option to extend this agreement for an additional two (2) years, with the same terms and conditions upon the express written approval of the CITY and the DISTRICT. In the event of Non-appropriation by LPISD's Board of Trustees, LPISD shall have the right to terminate this Agreement for the next fiscal year without penalty, cost or further obligation.

It is expressly understood and agreed that the period or term of this agreement may be terminated with or without notice by the CITY at any time after the DISTRICT has defaulted on any payment of any obligation hereunder. Further, it is expressly understood and agreed that the period or term of this agreement may be terminated by the CITY or DISTRICT for any reason with 90-day written notice to the other party. Payments hereunder shall be pro-rated to effective date of cancellation.

Any notice permitted or required to be given in this section to the DISTRICT shall be given by registered or certified United States mail, postage prepaid, return receipt requests, and addressed to the DISTRICT at 301 East Fairmont Parkway, La Porte, Texas 77571.

Any notice permitted or required to be given in this section to the CITY shall be given by registered or certified United States mail, postage prepaid, return receipt requested, and addressed to the CITY, Attention: City Manager, at 604 West Fairmont Parkway, La Porte, Texas 77571.

IV.

Operating with the La Porte Police Department's SRO Operating Procedures, it is expressly understood and agreed that any PATROL OFFICERS assigned to work at the DISTRICT shall be subject to the exclusive control and supervision of the CHIEF and to the same extent as all other PATROL OFFICERS, and shall have no duty or obligation to the DISTRICT other than those duties or obligations which the PATROL OFFICERS would have to the public generally, to enforce state laws and CITY ordinances, specifically, PATROL OFFICERS shall not be required to enforce DISTRICT rules and regulations. The CHIEF shall set the working times (hours and days) for the PATROL OFFICERS after consulting with a designated agent of the DISTRICT.

V.

It is expressly agreed and understood between the DISTRICT and the CITY, that if, in the opinion of the CHIEF, it is necessary to use the PATROL OFFICERS assigned to carry out this agreement for other duties due to an emergency, or other reasons as determined solely by the CHIEF, that the CHIEF may temporarily suspend the assignment of PATROL OFFICERS to comply with the agreement. It is, however understood by both the CITY and the DISTRICT that the DISTRICT will be credited on a pro-rata basis for the charges hereunder if an officer is temporarily assigned to other duties at the direction of the CHIEF.

VI.

Both parties mutually agree that the CITY is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the CITY are in no way to be considered employees of the DISTRICT.

VII.

Should any litigation be commend between the parties hereto concerning this agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation. Nothing in the paragraph shall be construed so as to limit or waive the sovereign immunity of either the CITY or the DISTRICT.

VIII.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performed in Harris County, Texas.

IX.

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

X.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreements between the parties respecting the subject matter within.

XI.

No amendment, modification, or alteration of the terms hereof shall be binding unless submitted in writing, dated subsequent to the date hereof, and duly executed by both parties.

XII.

Neither party to this agreement may assign their rights, duties, or interest without first obtaining written consent of the other party. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. An assignment without the written agreement of both parties, or an assignment by operation of law, shall be void, and shall, at the option of either party, terminate this agreement.

IN WITNESS WHEREOF, the undersigned DISTRICT and CITY hereto execute this agreement effective on this _____ day of _____, 2017.

CITY OF LA PORTE

By: _____
Corby Alexander
City Manager

ATTEST:

By: _____
Patrice Fogarty
City Secretary

APPROVED:

By: _____
Clark T. Askins
City Attorney

LA PORTE INDEPENDENT
SCHOOL DISTRICT

By: _____
Superintendent, Lloyd Graham

By:  _____
President, Dee Anne Thomson
Board of Trustees

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 12, 2017</u>	<u>Appropriation</u>
Requested By: <u>Don Pennell</u>	Source of Funds: <u>N/A</u>
Department: <u>Public Works</u>	Account Number: _____
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
Attachments :	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

- 1. WCA Contract**
- 2. WCA Request Letter**
- 3. LT Resume & Resume**

SUMMARY & RECOMMENDATIONS

Waste Corporation of America (WCA) was awarded the Commercial Solid Waste contract with the City of La Porte that began November 1, 2013 and expires October 31, 2018. The contract includes a 3 year extension option that could run to October 31, 2021.

WCA has requested the City of La Porte to allow LT's Garbage Service to begin picking up the Commercial Solid Waste in La Porte as a subcontractor to WCA. Section 14.00 of the Commercial Solid Waste contract allows subcontracting with authorization from the City of La Porte.

Staff has contacted references submitted by LT's Garbage Service and verified adequate services for the various types of service provided. Staff went to over 20 commercial establishments in Liberty, Texas and verified adequate services provided by LT's Garbage Service. City staff followed a truck owned and operated by LT's Garbage in Liberty. The driver did not speed and stopped to inspect the truck during the route. The areas around all of the dumpsters in Liberty were not littered with trash.

Proof of insurance naming the City of La Porte as an additional insured will be provided by LT's Garbage Service. A copy of the letter from WCA's Surety assigning their subcontractor to the performance bond is attached. The existing dumpster containers will remain and customer billing will not change. Customer service, new service, changes to service, and cancellation of service will remain with WCA. A representative from WCA and LT's Garbage Service will be available to answer any questions.

Action Required of Council:

Consider approval or other action authorizing Waste Corporation of America to subcontract commercial solid waste pickup to LT's Garbage Service.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE TEXAS
GENERAL ARBITRATION ACT, CHAPTER 171 "GENERAL ARBITRATION",
TEXAS CIVIL PRACTICE AND REMEDIES CODE"**

THE STATE OF TEXAS
COUNTY OF HARRIS

**CONTRACT FOR
COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE
CITY OF LA PORTE**

THIS AGREEMENT, made and entered into by and between the City of La Porte, a Municipal Corporation of Harris County, Texas, hereinafter called the "City", and Waste Corporation of Texas, L.P., a Delaware limited partnership, hereinafter called the "Contractor".

WITNESSETH that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor hereby agrees with the City to commence and complete the work described as follows:

The Contractor shall furnish all personnel, labor, equipment, administration and billing, and all other necessary items to provide for the collection and disposal of commercial and industrial solid waste within the corporate limits, current and future, of the City of La Porte, as specified, and to perform all the work called for in accordance with the Contract Documents, including the Request for Bids, Instructions to Bidders, Bid, Affidavit, Bid Bond, Contract, General Specifications, Performance Bond, and any changes to the foregoing documents agreed to by the City and the Contractor, all of which are made a part hereof as fully as if set out herein and hereby become a part of these documents.

The Contractor acknowledges that Section 58-66 of the Code of Ordinances for the City of La Porte requires businesses and commercial institutions and establishments to use the City's solid waste contractor service for the removal of garbage and trash when the weekly average volumes exceed two (2) cubic yards per week. Bin service is to be provided by the Contractor exclusively within city corporation limits.

The Contractor also acknowledges that, in accordance with Section 58-40 of the City Code of Ordinances, the City Solid Waste Division does not collect Heavy Trash from commercial and/or industrial Producers. Heavy trash generated by commercial and industrial Producers may be deposited into the Bin by the Producer providing that it does not create a safety hazard for the driver or equipment while servicing the bin.

It is agreed and understood between the parties that the Contractor agrees to accept the work at the prices and amounts stipulated in the Rate Schedule, within any adjustments to such prices and amounts as provided herein.

This Contract shall become effective upon the execution of the Contract, and performance of such contract shall begin November 1, 2013.

In the event of conflict with any terms, provisions or obligations of any of the Contract Documents, the General Specifications shall apply.

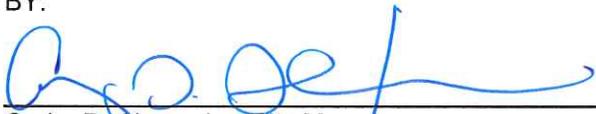
In the event that any portion of the Contract Documents is found invalid or unenforceable, the invalid or unenforceable portion shall not affect the validity or enforceability of any other portion of the Contract Documents.

IN WITNESS WHEREOF, THE CITY and THE CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to THE CITY and THE CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by THE CITY and THE CONTRACTOR.

This Agreement will be effective on September 26, 2013, (which is the effective Date of the Contract).

CITY OF LA PORTE

BY:



Corby D. Alexander, City Manager

ATTEST:



Patrice Fogarty, City Secretary

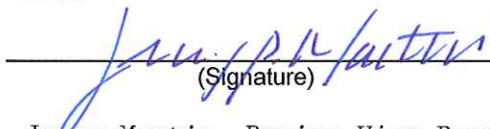
APPROVED AS TO FORM:



Clark T. Askins, Assistant City Attorney

FOR CONTRACTOR: WASTE CORPORATION OF TEXAS, L.P.

Attest:

 _____ (Signature)	_____ (Typed Name of Contractor)
<u>Jerry Martin, Region Vice President</u> (Typed name and Title)	_____ (Signature)

Contractor address for giving notices:

(Typed Name & Title)

(If CONTRACTOR is a corporation, attach evidence of authority.)

**GENERAL SPECIFICATIONS
COLLECTION AND DISPOSAL OF
COMMERCIAL SOLID WASTE**

- 1.00 BINS - Metal receptacles designed to be lifted and emptied mechanically for use at Commercial and Industrial Units. For the purposes of this contract, Bins are containers of 2, 3, 4, 6, and 8 cubic yards designed for collection with a front-loading collection vehicle.
- 1.02 BULKY WASTE - Appliances, water tanks, furniture and other waste materials, with chlorofluorocarbons (CFC's) removed and certified by an appropriately licensed technician, **other than** Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins.
- {If deposited in a bin, Bulky Waste is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Bulky Waste is collected as Special Waste per Sections 1.18 and 3.01.}
- 1.03 CITY - City of La Porte, Texas.
- 1.04 COMMERCIAL AND INDUSTRIAL REFUSE - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit excluding hazardous waste.
- {If deposited in a bin, Commercial and Industrial Refuse is collected per Section 3.01.}
- 1.05 COMMERCIAL AND INDUSTRIAL UNIT - All premises, locations or entities, public or private, requiring refuse collection within the current and future corporate limits of the City, other than a single-family Residential Unit. For the purposes of these specifications, apartments, condominiums and townhomes, and trailer parks are considered Commercial Units. The term "Units" and "Customers" are used interchangeably in this agreement and both terms are to be considered to have the same meaning.
- 1.06 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- {If deposited in a bin, Construction Debris is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Construction Debris is collected as Special Waste per Sections 1.18 and 3.01.}
- 1.07 CONTRACT DOCUMENTS - The Request for Bids, Instructions to Bidders, Affidavit, Bid, Bid Bond, Contract, General Specifications, including Appendix A, B, and C, Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.08 CONTRACTOR -The person, corporation, or partnership, or its duly authorized successor, performing Commercial and Industrial Refuse Collection and Disposal with the City under the terms of the Contract Documents.
- 1.09 DEAD ANIMALS - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

{Per Section 3.01, the contractor may collect Dead Animals but is not obligated to do so.}

1.10 DISPOSAL SITE - A Refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive, for processing or final disposal of, Garbage, Refuse and Dead Animals.

1.11 GARBAGE - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, (including but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposed waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

{If deposited in a bin, Garbage is collected per Sections 1.04 and 3.01.}

1.12 HARD TO HANDLE WASTE - Any and all material that, because of its difficulty in collection, transport, or disposal causes the Contractor to incur an additional cost, including, but not limited to concrete.

{Hard to Handle Waste by definition will always be outside of the bin and is collected as Special Waste per Section 1.18.}

1.13 HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For the purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline or other petroleum product, paint and paint containers.

{Per Section 3.01, the contractor may collect Hazardous Waste but is not obligated to do so.}

1.14 PRODUCER - An occupant of a Commercial and Industrial Unit who generates Refuse.

1.15 REFUSE - This term shall refer to Commercial and Industrial Refuse to be collected and disposed of pursuant to this Contract unless the context requires otherwise.

1.16 ROLL-OFF CONTAINER - A large metal container with an open or closed top which can be rolled on the back of a truck. Sizes of roll-off containers are generally 20, 30, or 40 cubic yards.

{Roll-Off Containers are not governed by this contract and not part of this City franchise agreement.}

1.17 RUBBISH - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp

and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

{If deposited in a bin, Rubbish is collected per Sections 1.04 and 3.01. If deposited other than in a bin, Rubbish is collected as Special Waste per Sections 3.01.}

1.18 SPECIAL WASTE or SPECIAL COLLECTION – Bulky Waste, brush, Hard to Handle Waste from Commercial and/or Industrial Units or the same in excess of 10 cubic yards from Residential Units. Excluding Unacceptable Waste. When these items are not deposited in a collection bin, these items are to be collected by the Contractor at the request of the Commercial and/or Industrial Units or City at the Unit price (or less) specified by the Contractor in this proposal for a minimum volume of 18 cubic yards total at any one location or in aggregate of a number of locations within the city to be collected in the same trip by the Contractor. The Contractor will bill the City only for those collections specifically requested by the City.

1.19 STABLE MATTER - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

{If deposited in a bin, Stable Matter is collected per Sections 1.04 and 3.01.}

1.20 UNACCEPTABLE WASTE – Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

{Per Section 3.01, the Contractor may collect Unacceptable Waste but is under no obligation to do so.}

2.00 SCOPE OF WORK - The work under this Contract shall consist of the items contained in the Contract Documents, including all the supervision, materials, equipment, labor, services and all other items necessary to complete said work in accordance with the Contract Documents.

2.01 CONTRACTOR DUTIES - Contractor shall furnish all equipment and personnel needed to pick up Refuse in accordance with the Contract Documents. The Contractor shall make all attempts reasonably possible to place the containers at customer's requested location. If not reasonably possible, Contractor may locate containers at next best location.

Contractor shall provide all administrative labor, material and equipment to service commercial accounts, including, but not limited to signing up new accounts, billing accounts, receiving and resolving customer inquiries and complaints and termination of accounts.

Contractor is not responsible for damage to driveways or private streets because of normal use. This does not include Contractor varying from roadways and similar areas normally traveled for container pickup.

Contractor or customer will place no containers on any City, County, or State rights-of-way. Containers must be placed entirely within the property of each customer. Contractor will be responsible for compliance with this provision.

Customer has sole responsibility to provide container location, access, private roadway or driveway, and availability of same for accessibility twenty-four (24) hours per day. Each customer is solely responsible for damage done by collection equipment to driveway, container area, or private roadway.

If several small volume generators are located together, Contractor must make a reasonable effort to place one container for those customers to share.

When a Bin is collected only once a week, the customer picks the collection day subject to other contract provisions regarding holidays and collection times.

2.02 CITY DUTIES - The City will inform all new commercial customers of Contractor's exclusive right to collect containerized commercial Refuse, direct all inquiries to Contractor, and promptly notify Contractor of all utility service disconnects.

2.03 ROADWAYS - Contractor will be permitted to use the improved streets, roads, and alleys of the City in order to pick up Refuse.

2.04 LICENSES, PERMITS, AND TAXES - The Contractor shall obtain all licenses and permits (other than the license and permits granted by contract), and promptly pay all taxes required by the City and State, including all disposal fees and taxes that may, from time to time, be imposed by municipal, county state and federal agencies.

2.05 CONDITION OF BINS AND TRUCKS AT THE START OF CONTRACT - All Bins will be new and/or reconditioned at the start of the contract. The current contractor, if selected, will be required to recondition the existing containers as needed. Trucks are not required to be new but shall meet the standards provided in General Provisions of the Contract

3.00 TYPE OF COLLECTION

3.01 SERVICE PROVIDED - Contractor shall provide Bin collection service for the temporary and permanent collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. The Contractor shall also provide special collection and disposal of Bulky Waste, Construction Debris, and Rubbish from residential, vacant and commercial properties, using methods other than providing bins, if requested, at rates as may be mutually agreeable between the Contractor and the Commercial and Industrial Producer but no greater than those rates established under Section 13.01.

Contractor shall provide all administrative services to bill commercial customers, answer inquiries and complaints, and other duties related to servicing the customer accounts.

Following all applicable federal and state regulations, the Contractor may, but is under no obligation to, provide for special collection of Dead Animals, Unacceptable

Waste, and/or Hazardous Waste at Commercial and Industrial Units at its sole discretion and upon such terms and conditions as may be mutually agreeable between the Contractor and the Producer.

- 3.02 LOCATION AND CONDITION OF BINS FOR COLLECTION - Contractor shall provide Bins for Commercial and Industrial Units whenever customers request their use for collection service as provided in and under this Contract. Each Bin shall display the Contractor's name and local telephone number in a clear and legible manner. All Bins shall be covered, and maintained in a good and nuisance-free condition.

Each Bin shall be placed in an accessible, outside location on a hard surface. Contractor shall make all efforts to place the Bin at the customer's requested location, as long as the location is entirely within the customer's property. In no event will a Bin ever be placed on any City, County or State right-of-way.

Bins shall be changed by the Contractor free of charge (unless caused by Customer's improper use) as needed to address any and all health and safety concerns.

- 3.03 CITY FACILITIES - The Contractor agrees to provide Bins, and collect and dispose of Refuse from City-owned facilities identified on Exhibit B of the Contract Documents, at no charge to the City. The City reserves the right to make minor modifications to the number, placement and frequency of collection of such Bins from time to time, depending on the addition of facilities and seasonal requirements.

- 3.04 INITIAL START OF CONTRACT - It shall be the duty and responsibility of the Contractor to contact each and every Commercial and Industrial Unit to determine the collection and disposal needs of each Unit. If commercial service is currently provided, or if commercial service is required or desirable, the Contractor shall provide the size Bin and collection frequency necessary.

- 3.05 CUSTOMER BASE - It is understood that the Contractor has the exclusive right, as the City's Independent Contractor, to collect all Refuse from Commercial and Industrial Units within the corporate limits of the City. All existing customers of the City, are customers of the City, effective with this Contract, and will be serviced by the Contractor, acting as the City's Independent Contractor under the terms and conditions of this Contract.

4.00 COLLECTION OPERATION

- 4.01 HOURS OF OPERATION - In industrial and commercial areas with no residences within a reasonable distance, Refuse pickup may take place 24 hours per day. Apartment houses, condominiums, trailer parks, and any residential areas where commercial pick up occurs must be entered after 6:00 A.M. or before 8:00 P.M. (The City must be informed, the same day, of deviations to the service hours)

- 4.02 ROUTES - Commercial and Industrial Unit collection routes shall be established by the Contractor. The Contractor shall have the right to pursue with each Producer a collection frequency and Bin size that maximizes the Contractor's resources, while ensuring sanitary and odorous conditions are not compromised. If agreement cannot be reached with a customer, the City shall have the right to determine Bin size and collection frequency.

- 4.03 HOLIDAYS - Commercial and Industrial Unit collection shall not be required on the following recognized holidays:

New Year's Day Labor Day Memorial Day Thanksgiving Day
Independence Day Christmas Day

When normal collection falls on a holiday, the Contractor will provide collection on the day before or the day after the holiday, at the Contractor's discretion.

4.04 SERVICE REQUESTS AND INQUIRIES - The Contractor will either a) maintain a business office within the City to receive requests for service and complaints, or b) make a Contractor representative available to meet with the customer at the location where the Refuse is produced as needed. In no case shall the Producer be required to travel outside of the city corporation limits to meet with the Contractor or a representative of the Contractor. The Contractor shall have a responsible person in charge who is available from 8:00 A.M. to 5:00 P.M. on weekdays, excluding Holidays to address customer requests and complaints. Provisions shall also be made for emergency calls after 5:00 P.M. on weekdays and Saturdays before 3:00 P.M. All requests for service, and any complaints from Commercial and Industrial Units received by the City shall be directed to the Contractor. All such requests and complaints shall be given prompt and courteous attention. The Contractor will accommodate all requests for extra service as the Contractor's schedule permits. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if determined valid, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

4.05 NEW AND DISCONTINUED SERVICES - The Contractor will comply with any request for new or discontinued service within two (2) Business Days of receipt of the request provided that the request would not violate any other provision in this Contract.

In the case of new service requests, from time to time the Contractor may be required to consult with the potential Producer to determine Bin size and collection frequency.

4.06 INACCESSIBLE BINS - If, during the collection cycle, the Contractor in good faith determines that collection of a particular Commercial and Industrial Unit is not possible due to the inaccessibility of the Bin, through no fault of the Contractor, the Contractor will make a good faith effort to contact the customer to provide accessibility. The Contractor can, but is not required to, return the same day to provide collection. If the Contractor cannot gain accessibility on the regular scheduled collection day, the Contractor shall provide service on the next scheduled collection day, and the Unit shall be charged an amount as provided by the Contract equal to the amount due by Producer had the collection been made.

4.07 COLLECTION EQUIPMENT - The Contractor shall provide an adequate number of vehicles for regular collection services, including sufficient back-up vehicles. Vehicles shall be covered or totally enclosed, meet all statutory requirements for safety and other regulations, and shall be kept in good repair, appearance, and in a clean and sanitary, and free of leaks and excessive emissions at all times. The Contractor shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking, or blowing. The Contractor shall be responsible for the immediate cleanup of all leakage, spillage, and blown debris resulting from the Contractor's operations. The Contractor shall operate all vehicles and equipment in compliance with all applicable laws and in accordance with manufacturer's specifications. Each vehicle shall have clearly visible, on each side of the vehicle, the name and telephone number of the Contractor.

All trucks or other vehicles operated by the Contractor within the City shall be subject to and shall submit immediately to on the spot inspections by designated City representatives, and if found to be unsafe, the vehicle shall be immediately removed from service until it can be repaired and is successfully reinspected by the City.

4.08 COLLECTION AND TRANSPORT - All Refuse collected and transported by the Contractor shall be so contained that no spilling, leaking, blowing or falling occurs. If Refuse is spilled, leaked, blown or falls during collection or transport, the Contractor shall clean all such Refuse immediately.

4.09 DISPOSAL - All Refuse collected for disposal by the Contractor shall be transported to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Contract for each Commercial and Industrial Unit.

4.10 CONTRACTOR'S EMPLOYEES - The Contractor shall assign a qualified person or persons to direct administration and collection and disposal operations and shall furnish the name or names of such person(s) to the City. Such person(s) shall have full authority to respond immediately to and resolve complaints or problems.

Contractor's employees shall be uniformed, with company and name identification provided on said uniforms. All drivers will possess the appropriate license as issued by the Texas Department of Public Safety.

4.11 REPORTS AND ACCIDENTS – The Contractor shall report to the City as soon as practicable all accidents or occurrences resulting in injuries to the Contractor's employees, agents, licenses, or invitees, or damage to property arising out of or during the course of the services performed by the Contractor on behalf of the City. And when requested, the Contractor shall furnish the City with a copy of reports made by the Contractor to the Contractor's insurer or to others relative to such accidents or occurrences.

5.00 GOVERNING LAWS - This Contract shall be governed by the laws of the State of Texas and the Ordinances of the City of La Porte. Should any disagreement occur concerning the Contract, the parties agree that the venue for settling such disputes, including claims and suits, shall be Harris County, Texas, provided however, nothing in this paragraph shall prevent the parties from resolution of any dispute under Paragraph 17.00 of the Contract.

6.00 EFFECTIVE DATE AND TERM - This Contract shall become effective, and performance shall begin on November 1, 2013. The Contract shall be for a five (5) year period beginning on November 1, 2013 and remain in full force until October 31, 2018. The initial term of the Contract may be extended for an additional three (3) years, upon the mutual written agreement of the Contractor and the City. Request for extension by the Contractor shall be submitted in writing, on or before March 1, 2018. The request for extension shall contain the proposed pricing, including proposed formula for price increases, and any additional terms or conditions not contained in the original Contract Documents. If the City disapproves the proposed extension on or before May 1, 2018, the Contractor shall be entitled to terminate service effective November 1, 2018. If the City does not act on the proposed extension on or before May 1, 2018, or if the written Contractor request for extension is not served to the City by March 1, 2018, the Contractor agrees to extend the Contract with the City for one (1) additional year, from November 1, 2018 to October 31, 2019, according to Paragraph 13.02 of the Contract Documents at the sole discretion of the City.

7.00 INDEMNITY - The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, fines, expenses and attorney's fees incident to any work done in the performance of this Contract, including damages, penalties or claims arising from the disposal of any Refuse by the Contractor or arising out of willful misconduct or a negligent act or omission of the Contractor, its officers, agents, servants and employees. However, the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

8.00 NONDISCRIMINATION - The Contractor in its employment, operations and service shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or in any other manner prohibited by law.

9.00 NOTICE - All written notices shall be served by registered or certified mail to the parties, return receipt requested, as follows:

CITY
City of La Porte
City Manager
604 West Fairmont Parkway
La Porte, Texas 77571

CONTRACTOR
Waste Corporation of Texas, L.P.

Attn.: Vernon Smith, Regional V.P.

10.00 REQUIRED CONTRACTOR INSURANCE - The successful CONTRACTOR shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. CONTRACTOR shall obtain insurance as detailed. 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 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. Insurance must include:

General Liability:

Commercial General Liability

General Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00
Property Damage	\$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 and Employer Liability:

In form and quantities as required by State of Texas

- 11.00 PERFORMANCE BOND – Within fifteen (15) calendar days of the city council award of the Contract, the Contractor shall furnish to the City a corporate surety bond, issued by a corporate surety licensed to do business in the State of Texas, as security for the faithful performance of this Contract. Said surety bond must be in the amount of \$696,328.92, which represents the estimated billing for the first year of the Contract. The bond shall indemnify the City against any loss resulting from any failure of performance by the Contractor up to and including the penal sum of the bond.
- 11.01 PREMIUM - The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 11.02 POWER OF ATTORNEY - Attorneys in fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 12.00 FAILURE TO PERFORM
- 12.01 TERMINATION BY CITY FOR CONTRACTOR'S DEFAULT

The City may terminate the Contractor's performance of services under this Agreement in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this in Section. Default by the Contractor shall occur if the Contractor fails to observe or perform all of its duties under this Contract. Should such a default occur, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, the Contractor cures such default, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City may terminate the Contractor's performance under this Contract as of such date. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.

- 12.02 GROUNDS FOR CONTRACTOR DEFAULT - The following, by way of example, but not of limitation may be considered grounds for default by the Contractor, in whole or in part:
- a) Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
 - b) Failure of the Contractor to commence work operations within the time specified in the Contract;
 - c) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
 - d) Evidence that the Contractor has abandoned the work;
 - e) Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;

- f) Indication that the Contractor has made an unauthorized assignment of the Contract or is subcontracting tasks without prior approval from the City.

12.03 ACTIONS BY THE CITY IN LIEU OF TERMINATION - If the City determines and notifies the Contractor that a default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof.

12.03 FORCE MAJEURE - In the event that the Contractor is delayed or prevented from continuing in the performance of this Contract by reason of an Act of God, catastrophe, riot, war, governmental order or regulation, strike or other similar or different contingency beyond the reasonable control of the Contractor, the Contractor shall not be liable for damages arising solely out of such contingency.

13.00 BASIS AND METHOD OF PAYMENT

13.01 COLLECTION AND DISPOSAL RATES - For collection and disposal services required to be performed by the Contractor, the charges for said services shall be as outlined under Exhibit A (Rate Schedule), and said charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Paragraph 13.02. The Refuse collection charges provided in this section shall include all collection, disposal, billing, City and State fees, and related costs. Bins will be deemed full for purposes of determining cubic yards collected, with the capacity as determined by the manufacturer.

13.02 MODIFICATION OF RATES - The Contractor and the City hereby agree that the fees for such refuse collection and disposal service as provided in the Proposal Appendix B shall be binding upon both parties for the first year of the Contract (November 1, 2013 through October 31, 2014). In the event that the Contractor determines that an increase in such collection and disposal fees is required due to an increase of specific costs incurred by the Contractor in providing such services, then the Contractor shall submit, in writing, to the City on or before June 01, 2014, and on or about the same date in subsequent years, its proposal for increased fees and all supporting data related thereto, and such proposed increases shall be approved in accordance with Paragraph 13.03 and 13.04, with a maximum annual rate increase as defined in Paragraph 13.05.

13.03 ANNUAL COST OF LIVING ADJUSTMENT – Beginning November 1, 2014, and in subsequent years thereafter, there shall be a cost of living adjustment of the base rates. The base rate for Commercial container service shall include collection, transport and disposal, billing, City and State fees, and related costs. The base rate for special collections shall include collection and transport costs. The annual cost of living adjustment shall be calculated by multiplying the base rate by a fraction, the denominator of which shall be the April 2013 Consumer Price Index for all Urban Consumers (CPI-U), all items, U.S. City Average, and the numerator of which shall be the CPI-U for all items, U.S. City Average for April 2014, and subsequent dates of adjustment.

13.04 DISPOSAL COSTS - The rate for Special Collection only shall be increased annually to reflect increases in landfill disposal costs, but shall not exceed the current Type IV rate paid by the City for disposal of Type IV trash. The unit cost for container collection is subject to a rate increased provided in Sections 13.03 and 13.05 only. The unit cost for Special Collection is subject to a rate increased

provided in this Section 13.04 and 13.05 only.

13.05 MAXIMUM ANNUAL RATE INCREASE - Regardless of the actual cost increase incurred by the Contractor in a given period, as defined in 13.03 and 13.04, the City shall never incur an increase greater than five percent (5%) of the prevailing base rate in any Contract year. Provided, however, any fees, in addition to current State fees, imposed on all Disposal Sites within a 25 mile radius of the City, by any local, state, federal or other regulatory agencies shall be passed to the City as they become effective. Such rate increase shall be in addition to and separate from any annual rate increase provided for in Paragraphs 13.03, 13.04 and 13.05.

13.06 APPROVAL OF RATE INCREASES - After receipt of the Contractor's proposal to increase rates as outlined in Paragraph 13.02, the City shall approve or disapprove of the proposed rate increase on or before August 1, 2014, and in subsequent years, provided that the City shall approve any rate increase that has been properly established under Section 13 of the Contract. Should the City fail to approve or disapprove of the proposed rate increase by such date, then the proposed increase shall take effect on November 1 of that Contract year. Should the Contractor and the City fail to agree on the proposed rate increase, the resolution shall be subject to Paragraph 17.00.

13.065 NOTIFICATION OF CUSTOMERS – Upon approval by the City, the Contractor is responsible for all notifications to current commercial customers of any proposed changes in service, rates, pickup hours and/or days or any other necessary and pertinent information.

13.07 CONTRACTOR MAY DISCONTINUE SERVICE - The Contractor may discontinue service to a Commercial or Industrial Unit that is more than thirty (30) days delinquent on their account with the Contractor. The Contractor shall provide notice to the Producer no sooner than fifteen (15) days after the date of the billing. The notification shall include a statement that service from the Contractor may be discontinued fifteen (15) days from the date of the notice if payment is not made before that time. In the event that the Contractor intends to discontinue a delinquent account, it shall notify the City at least seven (7) days prior to the Contractor discontinuing service of the account. Upon payment of the delinquent fees, the Contractor shall resume collection no later than the next regularly scheduled collection day.

The Contractor shall not discontinue service to any Commercial or Industrial Unit for any reason except for delinquent payment and then only upon notification to the customer as outlined above.

13.075 DEPOSITS, ACTIVATION FEES, REACTIVATION FEES – The Contractor may require a deposit equal to or less than the anticipated one (1) month billing but only when a Customer's credit history suggests a need or when some other unique circumstance dictates a need for a deposit. Deposits may only be required with the prior approval of the City. All funds deposited by the Customer shall be returned to the Customer upon the completion of the service to the Customer and upon the Contractor receipt of payment for all invoices.

The Contractor will not assess an activation fee of any kind with the initial request for service from a customer or with any Customer-requested change in service.

The Contractor may assess a reactivation fee of no more than Seventy Dollars (\$70) for each occurrence when a Customer's account was deactivated for reasons outlined in Section 13.07. The Contractor may not assess a reactivation fee on the

first occurrence of an account being deactivated and then reactivated by the Customer. However, the Contractor may assess a Seventy Dollar (\$70) maximum reactivation fee for each occurrence thereafter where a Customer voluntarily deactivates then reactivates an account.

13.08

CONTRACTOR PAYMENTS TO THE CITY - The Contractor shall pay the City, in consideration of the use of City streets and rights-of way for the performance of this Contract, eleven percent (11%) of the gross revenues of the Contractor for services provided in the City of La Porte, within ten (10) days following the end of each quarter. The City shall be entitled to payment for services rendered to Units regardless of the status of the Unit's account with the Contractor, subject to the provisions outlined in Paragraph 13.07. Any subsequent bad debt expense that arises from non-payment for services shall not be deducted from the eleven percent (11%) share of gross revenues. The Contractor's quarterly payment to the City shall include an itemized listing of each Commercial and Industrial Units' billing name, service address, account number, size and frequency of service and any extra service provided during the billing period. The Contractor's quarterly report submitted to the City will also include a log of all complaints related to the service provided by the Contractor on behalf of the City including the date and time that the call was received, the nature of the complaint, planned response to the complaint, and the date and time and manner that the complaint was resolved.

The 11% fee that is described in this paragraph will be paid to the City for those services that the Contractor is exclusively responsible to provide within the City. Those non-exclusive services that may or may not be provided by the Contractor such as roll-off dumpster service is not subject to the 11% fee.

The City reserves the right to audit, utilizing its staff or outside assistance, the annual financial activity of the Contractor under this Contract, not more than once during any 12-month period.

13.09

HOUSEHOLD HAZARDOUS WASTE EVENTS – The City will host an annual Household Hazardous Waste Collection Event with eligible materials accepted from residential customers (only). The Contractor will co-sponsor the event through a financial contribution as mutually agreed upon by the Contractor and the City with this Contract proposal. The annual financial contribution for this event is fixed for the term of the Contract and may only be adjusted with the mutual agreement of both the City and the Contractor. The City is responsible for all advertising, collection, disposal, providing labor as necessary for the event. The Contractor is indemnified by separate agreement with the City. At the Contractor's discretion, the Contractor's logo will appear with the City's logo, and other sponsors if applicable, in all related event advertisements, banners, etc. where the City's logo appears. The Contractor is under no obligation to provide staffing for the event but may do so at the Contractor's sole discretion.

14.00

TRANSFERABILITY OF CONTRACT AND SUBCONTRACTING - Other than by operation of law, no assignment of the Contract or any other right accruing under this Contract shall be made, in whole or in part, neither shall the Contractor subcontract any task under this Contract without the express written consent of the City. The City shall have the right to investigate the proposed assignee, as outlined under the original proposal, and reserves the right to reject any proposed assignee that does not meet the requirements of the original proposal. The City agrees to not unreasonably withhold consent to assignment. Upon assignment, the assignee agrees to assume all terms and conditions of the Contract.

- 15.00 EXCLUSIVE CONTRACT - The Contractor shall have the sole and exclusive franchise, license, privilege and right to provide collection and disposal of Refuse from Commercial and Industrial Units, and special collections, within the corporate limits of the City. The Contractor shall have the right to solicit for collection and disposal of Dead Animals and Hazardous Waste, but such right shall not be exclusive. Notwithstanding this provision, the City reserves the right to contract collection and disposal of storm-related debris resulting from hurricanes or other natural disasters.
- 16.00 OWNERSHIP - Title to all Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a Bin, or removed from the customer's premises. Title to Unacceptable Waste shall remain with the generator of that waste at all times.
- 17.00 ARBITRATION - Should a dispute arise regarding the interpretation of any provision of the Contract, except Paragraph 7.00, or any proposed rate increase under Paragraph 13.06, or monthly invoices under Paragraph 13.09 that cannot be resolved, within a reasonable amount of time, between the City and the Contractor, the parties may request the determination of such dispute by a mutually acceptable arbitrator. Should the parties be unable to agree upon a mutually acceptable arbitrator, each party shall nominate one arbitrator and the arbitrators so nominated by the parties shall select a third arbitrator who will act with them as a three-member arbitration panel to decide the disagreement between the parties by the concurrence of a majority of the panel. Cost for such arbitration shall be borne equally by Contractor and City, provided that each party shall bears its own attorney fees. The decision rendered by the arbitrator(s) will be final, subject only to judicial review as may be available under the Texas General Arbitration Act. Provided, however, that nothing in this paragraph shall prevent the parties from resolving disputes prior to formal arbitration.
- 18.00 RELATIONSHIP BETWEEN THE PARTIES - The relationship between the parties is that of the City, as Owner, and Independent Contractor.
- 19.00 MISCELLANEOUS
- 19.10 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 19.20 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 19.30 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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OPTION 1 PRICING

CITY OF LA PORTE
 PROPOSED RATES FOR FRONT END SERVICE
 (*INCLUDES 11% OF GROSS REVENUE PAYABLE TO CITY)

CONTAINER SIZE	PICK-UP PER WEEK	EST QTY CONTAINERS	UNIT PRICE PER CONTAINER	EXTENSION UNIT PRICE X EST QTY CONTAINERS
2CUYD	1	64	\$ 23.67	\$ 1,514.88
	2	4	\$ 45.54	\$ 182.16
	3	2	\$ 64.76	\$ 129.52
	4	0	\$ 83.96	\$ -
	5	0	\$ 104.89	\$ -
	6	0	\$ 138.40	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
3CUYD	1	46	\$ 35.43	\$ 1,629.78
	2	9	\$ 68.25	\$ 614.25
	3	3	\$ 97.04	\$ 291.12
	4	0	\$ 125.83	\$ -
	5	1	\$ 158.46	\$ 158.46
	6	0	\$ 188.70	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
4CUYD	1	64	\$ 46.93	\$ 3,003.52
	2	22	\$ 90.39	\$ 1,988.58
	3	9	\$ 128.69	\$ 1,158.21
	4	2	\$ 166.91	\$ 333.82
	5	1	\$ 208.59	\$ 208.59
	6	0	\$ 250.30	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
6CUYD	1	77	\$ 70.16	\$ 5,402.32
	2	30	\$ 135.31	\$ 4,059.30
	3	29	\$ 192.47	\$ 5,581.63
	4	3	\$ 249.67	\$ 749.01
	5	3	\$ 312.03	\$ 936.09
	6	0	\$ 374.43	\$ -
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
8CUYD	1	66	\$ 93.47	\$ 6,169.02
	2	31	\$ 180.29	\$ 5,588.99
	3	37	\$ 257.00	\$ 9,509.00
	4	4	\$ 332.81	\$ 1,331.24
	5	12	\$ 416.01	\$ 4,992.12
	6	5	\$ 499.16	\$ 2,495.80
	EXTRA/P/U	Provide Unit Price	\$ 45.00	Do Not Total
TOTAL PROPOSED MONTHLY AMOUNT (TOTAL OF ALL LINE ITEMS)				\$ 58,027.41
TOTAL PROPOSED MONTHLY AMOUNT X 12 MONTHS				\$ 696,328.92

SPECIAL COLLECTION

Special collection of construction debris, bulky items, and accumulated trash on an "as needed" basis to be determined by the City of La Porte.

RATES - PRICE PER YARD

Labor, transportation, and Equipment (Base Rate):	\$	12.00 /cuyd
Disposal Fees:	\$	6.00 /cuyd

Appendix C

RFP # 13509

Collection and Disposal of Commercial Containerized Solid Waste

CONTAINERS PROVIDED AT NO CHARGE TO CITY OF LA PORTE

LOCATION	QUANTITY	SIZE	FREQUENCY
Public Works Service Center	2	3	3
	3	4	3
	1	8	3
Fire Station # 1	1	2	1
Fire Station # 2	1	3	1
Fire Station # 3	1	3	1
Fire Station # 4	1	3	1
Animal Shelter	1	2	5
Police Station	1	3	3
	1	8	1
Municipal Court	1	8	1
Northside Civic Center	1	6	2
Evelyn Kennedy Civic Center	1	8	2
Library	1	4	1
Lomax Park	1	8	3
City Hall	1	4	2
Treatment Plant	3	3	2
E. M. S. Station	1	6	1
Little Cedar Bayou Park	2	8	3
Northwest Park	1	8	3
Seabreeze Park	1	3	2
Bay Forest Golf Course	1	8	3
Fitness Center (P&R complex)	1	8	3
Pecan Park	1	8	3
Courts Building			
SPECIAL EVENTS			
Sylvan Beach Day	4	8	Annual Event
Main Street Fair	3	4	Annual Event
Livestock Show & Rodeo	2	8	Annual Event

PERFORMANCE BOND

Bond #864905

RFP #13509

Collection and Disposal of Commercial Containerized Solid Waste

STATE OF TEXAS }

COUNTY OF HARRIS }

KNOW ALL PERSONS BY THESE PRESENTS:

That Waste Corporation of Texas, L.P.

Hereinafter called Principal, and
Evergreen National Indemnity Company

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

Six Hundred Ninety-Six Thousand, Three Hundred Twenty-Nine and 00/100 Dollars,

(\$696,329.00**) 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 9/26/13, 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 faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the drawings, and Specifications hereto annexed, 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.

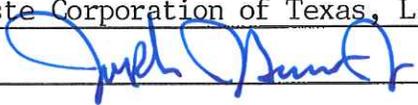
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed there under, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does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

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.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of September, 2013.

PRINCIPAL:

Waste Corporation of Texas, L.P.

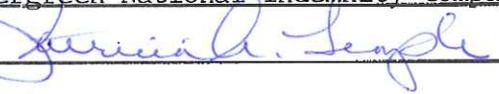
By: 

Title: Vice President

Address: 8515 Highway 6 South, Houston, TX 77083

SURETY:

Evergreen National Indemnity Company

By: 

Title: Patricia A. Temple, Attorney-In-Fact

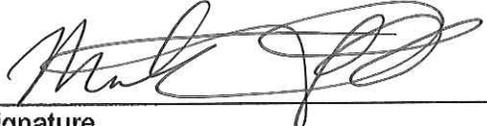
Address: 6140 Parkland Boulevard, Suite 321,
Mayfield Heights, OH 44124-6106

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

1. Corporate principals to provide the following certificates:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael A. Roy, (name) certify that I am secretary/vice president
(title) of Waste Corporation of Texas L.P., (company name) which is named as principal in the
within foregoing Bond, that Joseph J. Scavano, Jr., (name of person executing
bond) who signed the said Bond on behalf of the principal, was then
vice president (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

Michael A. Roy

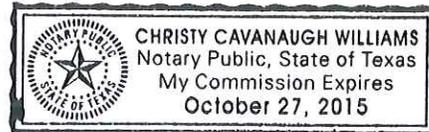
Print Name

(Corporate Seal- required if a Corporation)

Subscribed and Sworn before me this 30th day of September, 2013.



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.

EVERGREEN NATIONAL INDEMNITY COMPANY

**MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY**

POWER NO. 864905

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Six Hundred Ninety-Six Thousand, Three Hundred Twenty-Nine and 00/100 Dollars (\$696,329.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this.

Signed and sealed in Mayfield Heights, Ohio this 27th day of September, 2013.



Wan C. Collier
Wan C. Collier, Secretary

Texas Department of Insurance



Certificate No. 11142

Company No. 08-006062

Certificate of Authority

THIS IS TO CERTIFY THAT

EVERGREEN NATIONAL INDEMNITY COMPANY

COLUMBUS, OHIO

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Burglary & Theft; Boiler & Machinery and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

26th day of April A.D. 1996

ELTON BOMER
COMMISSIONER OF INSURANCE

BY Kathy A. Wilcox
Kathy A. Wilcox
Director
Insurer Services





Evergreen National Indemnity Company
Certificate
2012

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

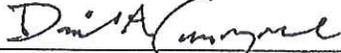
STATEMENT OF INCOME

Direct Written Premium	\$ 32,530,919
Reinsurance Assumed	4,240,538
Reinsurance Ceded	(24,873,948)
Net Written Premium	11,897,509
Change in Unearned	(229,566)
Net Earned Premium	11,667,943
Losses & LAE Incurred	(396,453)
Net Commission Expense	5,897,283
Other Expenses	3,246,773
Underwriting Gain/ (Loss)	2,920,340
Net Investment Income	922,857
Net Realized Capital Gains (Loss)	229,919
Other Income/ (Expense)	17,674
Income Before FIT	4,090,790
Federal Income Tax	1,291,129
Net Income	2,799,661

BALANCE SHEET

<u>Assets</u>	
Invested Assets	47,804,541
Agent's Balances (net of Reins.)	1,954,182
Reinsurance Recoverable	280,438
Other Assets	724,074
Total Assets	50,763,235
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,486,557
Loss & LAE Reserves	3,610,866
Ceded Reinsurance Payable	3,659,478
Other Liabilities	5,354,503
Total Liabilities	17,111,404
Surplus	33,651,831
Total Liabilities & Surplus	50,763,235

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2012.


David A. Canzone, Treasurer

May 22, 2017

City of LaPorte
604 W. Fairmont Parkway
LaPorte, Texas 77571

Re: Principal: Waste Corporation of Texas, L.P.
Bond #864905
Contract: RFP #13509 – Collection and Disposal of Commercial
Containerized Solid Waste

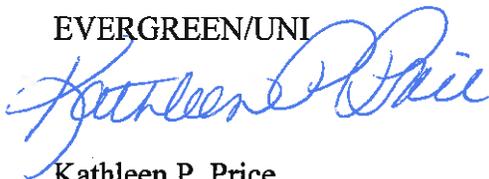
To Whom It May Concern:

Please use this letter as our acknowledgement that the above referenced bond is in full force and will remain in full force and effect through the term of the contract. Waste Corporation of Texas, L.P.'s subcontractor will be "assigned" to the above referenced bond.

If you have any questions please do not hesitate to contact me at (800) 641-9222.

Cordially,

EVERGREEN/UNI



Kathleen P. Price
Attorney-In-Fact

KPP:lg

Cc: Trevor Royal - Waste Corporation of Texas, L.P.

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Kathleen P. Price

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 22nd day of May 2017.



Wan C. Collier, Secretary



March 3, 2017

Via email Delivery

City of La Porte, Texas
604 W Fairmont Parkway
La Porte, Texas 77571
Attn: Don Pennell, Asst. Public Works Director

Re: Commercial Solid Waste Services

Dear Mr. Pennell:

Thank you very much for allowing our firm to submit a proposal for the solid waste and recycling collection for the City of La Porte. At the request of WCA, LT's Garbage Service is pleased to submit the following for consideration by you and the City Council of La Porte.

We are confident that our offer will be the best option for the City of La Porte and your Commercial Customers. We look forward to answering any questions you may have regarding our proposal, and look forward to working with the City in the near future. Thank you very much for your consideration.

Respectfully submitted,

Bill Killian
President



COMPETENCY AND EXECUTIVE SUMMARY:

LT's Garbage Service was founded in August of 1992, and for over 23 years has been providing the highest quality service to its customers. LT's is a private Texas corporation with ownership participation in the person of Bill Killian. It is with great pride that we say that we provide over 7,500 residents with curbside trash service mainly in La Porte, Chambers, and Hardin counties. In addition to our residential work, we contract with hundreds of commercial/business accounts, as well as roll-off services for construction projects, home remodels or clean-ups.

Ownership and management of LT's boast over 50 years of combined experience in the waste industry. Our collective knowledge in addition to our La Porte County base of operations (10185 FM 1960) makes us uniquely qualified to propose what we believe is ultimately the best long-term option for the City of La Porte.

DESCRIPTION OF PROPOSED SERVICES:

LT's Garbage Service will be collecting the Commercial garbage as requested by WCA:

- LT's Garbage Service has extensive experience with routing optimization, and will utilize our trash hauling software - equipped with geocoding, mapping and stop sequencing - to update route sheets on a regular basis.
- LT's will add two (2) new Front Load garbage trucks to service the La Porte facilities.
- LT's will comply with the current service levels as prescribed by the current contracted levels with WCA, the current provider.
- LT's current vehicle fleet, maintained by 2 in-house mechanics, consists of the following:
 - Three FL trucks (will grow to five)
 - Six SL trucks
 - Two Roll Off trucks
 - One Container delivery truck
 - Five RL trucks
- The size of the crew for each vehicle will consist of one driver.

- All equipment will be stored in, maintained at and dispatched from 10185 FM 1960, Dayton, TX 77535.
- As to the estimated number of service recipients/crew/shift, the Proposer shall replicate what the City currently does to ensure a seamless transition.
- The number of back-up vehicles we anticipate in our fleet to ensure continued service in the event of front-line vehicle breakdown is 1.

PROJECT ORGANIZATION & QUALIFICATIONS OF PROPOSER:

As stated in the Executive Summary above, our ownership and management possess over 50 years of combined experience in the waste industry. Here is a summary of our key personnel, along with several letters from municipal and governmental references of our management staff's capabilities:

- Bill Killian, Co-Owner
22 years experience in the waste removal, landfill and recycling industry. Has had municipal contracts that range from 110,000 address served twice per week (Phoenix, AZ) to 239 addresses served once per week (Driscoll, TX) and many, many in between those two examples. Has especially keen awareness of how to convert "hand-throw" customers to "automated" as he converted approximately 25,000 homes over the course of his career. In fact, LT's Garbage Service is currently automating the vast majority of its customers in La Porte County, so far completing about 3,000. Has worked for two large public companies as well as owning / managing three private hauling firms.
- Michael Giampietro, GM, LT's Garbage Service
26 years of management experience in 3 different industries, nine of which is in waste removal and recycling;
Has managed several municipal contracts in Texas, and also has extensive "hand-throw" to "automation" projects as he has been involved in automating about 12,000 homes. Has worked for Waste Management and one other public company, as well as 3 private waste hauling companies.



COMMUNITY INVOLVEMENT

Education – We award \$1,000 annually to a La Porte student moving on to higher education.

LT's management attends "Career Day" for local high schools.

Proud sponsor of many local area events such as Liberty Jubilee and Liberty County Livestock Show.

Several other smaller sponsorships at the Little League, local High School, or other club level events.

Make	Unit	Year	VIN	Type	Site	Title
MACK		770	2015 1M2AX04C7FM025088	Roll Off	Dayton	Wells
MACK		771	2015 1M2AX04C9FM025092	Roll Off	Dayton	Wells
PETERBILT		370	2012 3BPZL70X2CF165560	Automated Side Load	Dayton	Wells
PETERBILT		374	2012 3BPZL70X4CF165561	Automated Side Load	Dayton	Yes
PETERBILT		375	2012 3BPZL70X6CF165559	Automated Side Load	Dayton	Yes
INTERNATIONAL		579	2004 1HTWGADR14J025934	Rear Load	Dayton	Yes
MACK		571	2000 1M2K195C1YM014910	Rear Load	Dayton	Yes
MACK		574	2000 1M2K195C7YM014930	Rear Load	Dayton	Yes
MACK		577	1999 1M2K195C2XM013893	Rear Load	Dayton	Yes
MACK		578	1999 1M2K197C9XM012396	Rear Load	Dayton	Yes
KENWORTH		R11	2007 2NKMHZ6XX7M177606	Container	Dayton	Yes
FREIGHTLINER		371	2004 1FVHBXAK13HK56020	Automated Side Load	Dayton	Yes
INTERNATIONAL	G11		2014 1FVACXDT6EHFT6931	Grapple/Brush Unit	Dayton	Yes
Dump Trailer	G11 TRLR		2014 1P9T41813D1314219	Trailer for Grapple Unit	Dayton	Yes, change → to texas title
CHEVROLET	Shop		1998 1GCGC33F0WF023629	Pick-up	Dayton	Yes
CHEVROLET	Super		2008 1GCEC19008Z289202	Pick-up	Dayton	Yes
TEX BRAGG	Trailer		2013 17XFH1625D1032426	Container Del Trailer	Dayton	Yes
MACK		510	2002 1M2K185C12M009062	Rear Load	Corpus	Yes
PETERBILT		750	2013 1NPSXPEX8DD184422	Roll Off	Corpus	Wells
PETERBILT		751	2013 1NPSXPEX1DD184441	Roll Off	Corpus	Wells
PETERBILT		350	2012 3BPZL70XXCF140244	Automated Side Load	Corpus	Wells
Flatbed Trailer	Trailer		2016 TR212967	Flat bed dual axle	Corpus	Yes
FORD	Shop		2003 1FTYR10DX3PB15105	Pick-up	Corpus	Yes
CARGO MASTER	Trailer		2015 5VNBU1620FT134343	Container Del Trailer	Corpus	Yes



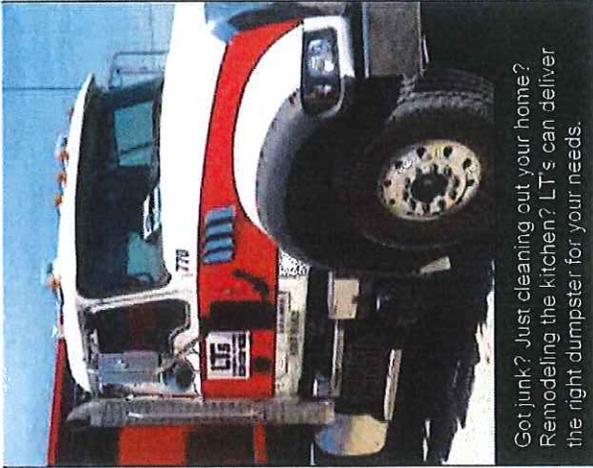
LT's Garbage Service

**Bulk, Construction,
and Demolition
Options for the City
of La Porte**



(Resident Address)

LT's Garbage Service
10185 FM 1960
Dayton, TX 77535



Got junk? Just cleaning out your home?
Remodeling the kitchen? LT's can deliver
the right dumpster for your needs.

**Residents of La Porte will have the
following choices for bulk material
and/or construction material that
will be serviced by LT's.**

Please look at the following solutions for
your job and give us a call to get it
scheduled and removed!

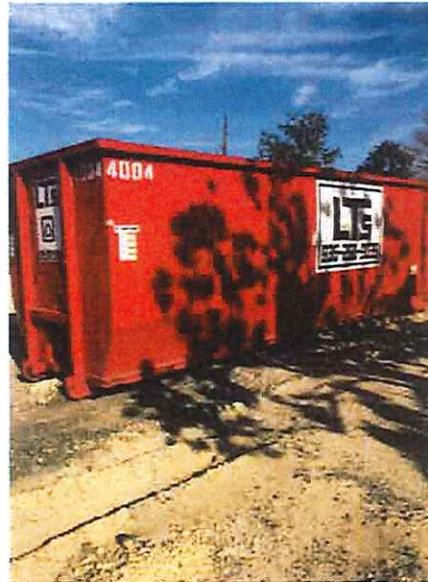
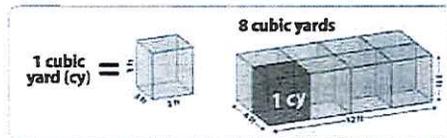


4 yd container delivered right to your home!

- Small dumpster with wheels, perfect option for a garage cleanout!
- \$25 one time delivery, \$35 per dump, \$2 per day rental
- These containers are not for concrete, dirt, rock, asphalt, brick, tile, and long pieces of wood as it may damage our trucks!



Visual Representation of Eight (8) Cubic Yards



ROLL OFF Containers

- Our biggest dumpsters are available to you and you'll love how perfect they fit in your driveway. Great for the big projects!
- 20, 30, and 40 (above) cubic yd. containers, the only difference is height.
- All roll off boxes have a door in the back making it simple to walk your materials inside.
- \$90 one time delivery, \$2 per day
- \$315 per haul (20)
- \$355 per haul (30)
- \$385 per haul (40)

10 yd ROLL OFF



Small roll-off box **ONLY** for inert material is also available!

What is this container for?

- Brick
- Concrete
- Dirt
- Rock

Curbside Removal

- Mandatory after receiving notice from the City.
- \$35 per yard – charged to utility account.

Pennell, Don

From: Trevor Royal <troyal@wcamerica.com>
Sent: Friday, April 21, 2017 6:02 PM
To: Pennell, Don
Subject: Fwd: References of Solid Waste operations, LT's principals and management

Please see references below:

Trevor

Sent from my iPhone

Begin forwarded message:

From: Bill Killian <bk@bkillian.net>
Date: April 21, 2017 at 4:54:46 PM CDT
To: Trevor Royal <troyal@wcamerica.com>
Cc: Aaron Rud <arud@wcamerica.com>, Matt Graham <mgraham@wcamerica.com>, Michael Giampietro <michaelg@ltsgarbage.com>
Subject: References of Solid Waste operations, LT's principals and management

Trevor,

As I mentioned, here are some excellent references that can attest to our abilities in the solid waste field, and our abilities to handle the rigors of the LaPorte contract:

For LT's:

City of Liberty, Gary Broz, City Manager

Southwest Homes, Jeff Wyatt, Owner, 832.473.3546

Precision Lawns, Trae Newkirk, Operations Manager, 832.928.6972 (12-year FL dumpster customer, 3-year RO customer)

For Bill Killian, company principal:

City of Driscoll, TX, John Valls, City Manager, 361.779.5646

Goodwill of South Texas, Dennis Terry, Ops Manager, 361.739.1426

City of Corpus Christi, Lawrence Mickloscyk, Solid Waste Superintendent, 361.826.1972

City of Tempe, AZ, Tony Miano, Solid Waste Superintendent, 480.350.8237

I think that should be a good mix of referrals for review. Obviously, the municipal folks are great for comments, with Liberty leading the way there, but all will attest to our ability to handle the scope of work that LaPorte presents.

Thank you very much.

Bill Killian
bk@bkillian.net
361.945.1485





REFERENCES

Town of Ransom Canyon
24 Lee Kitchens Drive
Ransom Canyon, TX 79366
Mary Brown, Deputy Secretary
(806) 829-2470

City of Spur
402 N Burlington Avenue
Spur, TX 79370
Nancy Hale, City Secretary
(806) 271-3316

City of Jayton
271 N Main Street
Jayton, TX 79528
Valerie Jones, City Secretary
(806) 237-3822

City of Lubbock
Lake Alan Henry
Justiceburg, TX 79330
Randy Truesdell, Director
(806) 775-2687

City of Phoenix / City of Tempe
643-699 N Mill Avenue
Tempe, AZ 85281
Tony Miano, Solid Waste Manager
(480) 350-4311

City of Driscoll
130 W Avenue D
Driscoll, TX 78380
Honorable John Aguilar, Mayor
(361) 767-0096

City of Matador
706 Dundee Street
Matador, TX 79244
Debra Scott, City Secretary
(806) 347-2255

City of Dickens
1211 5th Street
Dickens, TX 79229
Lillian Atkinson, City Secretary
(806) 623-5224

Town of Gilbert / Pinal County
31 N Pinal Street, Building F
Florence, AZ 85132
Louis M. Andersen, Public Works Director
(520) 866-6411

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>June 12, 2017</u>	<u>Appropriation</u>
Requested By: <u>Michael Dolby</u>	Source of Funds: <u>N/A</u>
Department: <u>Finance</u>	Account Number: _____
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
Attachments :	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

SUMMARY & RECOMMENDATIONS

On June 5, 2017, the City migrated to the ONE Solution platform and is now “live” in the new, upgraded system. Council requested an update regarding the ‘go live” process, specific issues encountered during the transition, and efforts to address those issues.

Staff will be present to update the Council.

Action Required of Council:

Receive report and take appropriate action.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



**Council Agenda Item
June 12, 2017**

8 (a) Receive report of the Fiscal Affairs Committee Meeting – Councilmember Engelken



**Council Agenda Item
June 12, 2017**

**8(b) Receive report of the La Porte Development Corporation Board Meeting –
Councilmember Engelken**



Council Agenda Item June 12, 2017

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission Meeting, Thursday, June 15, 2017
- Zoning Board of Adjustment Meeting, Thursday, June 22, 2017
- City Council Meeting, Monday, June 26, 2017

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

11. 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).
